**CITY OF DUBUQUE, IOWA**
**CITY COUNCIL MEETING**
**Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.**
**September 8, 2026 at 6:30 PM**

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## ROLL CALL ORDER FOR MEETING

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

## WORK SESSION

**5:15 PM - Central Avenue and White Street Corridor**
Bolton and Menk, Walker Consultants & City Staff will present on parking inventory, occupancy, and turnover data, along with survey results, parking availability and strategic recommendations for the the Central Avenue and White Street Corridor.

## REGULAR SESSION

**6:30 PM**

## PLEDGE OF ALLEGIANCE

## SWEARING-IN

1. **Swearing-In of Mayor Pro Tem**

Mayor Brad Cavanagh will swear in Mayor Pro Tem Laura Roussell.

## PROCLAMATIONS

1. **Days of Peace and Nonviolence (September 6 - October 4, 2026)**
   On behalf of the Dubuque International Day of Peace Coordinating Committee.

## CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of August 17, 18, 24, 25, and 27, 2026; Airport Commission of February 23, March 24, April 28 and May 26, 2026; Arts and Cultural Affairs Advisory Commission of March 24, April 28, May 26 and June 23, 2026; Arts and Cultural Affairs Advisory Commission Art on the River Committee of March 12 and May 21, 2026; Board of Library Trustees of March 26, April 16 and May 28, 2026; Board of Library Trustees Updates of May 28 and June 25, 2026; Five Flags Civic Center Advisory Commission of December 1, 2025 and April 2, 2026; Civil Service Commission of March 11, April 14, and May 13, 2026; Historic Preservation Commission of July 16, 2026; Human Rights Commission of May 11, 2026; Long Range Planning Advisory Commission of May 20, 2026; Park and Recreation Advisory Commission of March 10, April 8, May 12, and June 9, 2026; Zoning Advisory Commision of July 1, 2026; Zoning Board of Adjustment of July 23, 2026; Proof of Publication for City Council Proceedings of August 3, 17, and 18, 2026 and related Expenditure Reports.
   **Suggested Disposition: Receive and File**

2. **Recommendation on Appeal of Claim by Austin Bodenhofer**
   City Attorney recommending denial of an appeal of a claim against the City filed by Austin Bodenhofer for vehicle damage.
   **Suggested Disposition: Receive and File; Concur**

3. **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)**

4. **Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 2**
   City Manager recommending City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements.
   **RESOLUTION** Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner

For The FY 2027 For The City Of Dubuque, Iowa
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

5. **Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2098 Central Avenue**
   City Manager recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2098 Central Avenue in Dubuque as a brownfield site.
   **Suggested Disposition: Receive and File; Approve**

6. **Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2541 Central Avenue**
   City Manager recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2541 Central Avenue in Dubuque as a grayfield site.
   **Suggested Disposition: Receive and File; Approve**

7. **Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 1739-1763 Central Avenue**
   City Manager recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by Dubuque Initiatives 1700, LLC for redevelopment of the C.A.R.E. Home (Central Avenue Housing Endeavor) at 1739-1763 Central Avenue in Dubuque as a grayfield site.
   **Suggested Disposition: Receive and File; Approve**

8. **Official Posting Location for City Council and Non-Quasi-Judicial Board and Commission Meeting Notices**
   City Clerk recommending adoption of the resolution designating the official agenda posting locations for the City Council and all non-quasi-judicial boards and commissions.
   **RESOLUTION** Designating The Official Public Notice Location For Meeting Notices Of The City Council And All Non-Quasi-Judicial Boards And Commissions Pursuant To Iowa Code Chapter 21
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

9. **Civil Service Recertified Fire Promotional Lists – Date Correction**
   Civil Service Commission submitting the certified list for the positions of Fire Lieutenant, Division/Bureau Chief, Fire Equipment Operator, Assistant Fire Marshal, EMS Supervisor, and Fire Captain, which were recently recertified to correct the list's date to the original certification date of March 12, 2025.
   **Suggested Disposition: Receive and File; Make Matter of Record**

10. **"Let's Go!" Fall 2026 Parks & Recreation Programs & Events Utility Bill Insert**

City Manager providing a copy of a flyer highlighting examples of some of the City of Dubuque Parks and Recreation Department's Fall 2026 programs and events, which will be mailed with City utility bills from September 10 through October 1. The full Let's Go! Fall Activities Guide is available online at www.cityofdubuque.org/recreation
**Suggested Disposition: Receive and File**

11. **JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Award Construction Contract**
City Manager recommending City Council adopt the resolution awarding the JFK Tower Interior Piping and Expansion Joint Replacement Project contract to Landmark Structures I, L.P. of Southlake, Texas in the amount of $54,840.00.
**RESOLUTION** Awarding The Public Improvement Contract For The JFK Tower Interior Piping And Expansion Joint Replacement Project
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

12. **Updated New Housing Units Handout**
City Manager providing an updated version of the New Housing Units handout.
**Suggested Disposition: Receive and File**

13. **Updated Workforce Housing Utility Bill Insert**
City Manager providing an updated version of the City's Workforce Housing flyer, which will be mailed with City utility bills from September 10 through October 1.
**Suggested Disposition: Receive and File**

14. **Loras Boulevard Reconstruction and Repairs Project - Acceptance of Public Improvement**
City Manager recommending City Council adopt the attached resolution accepting the public improvements and to authorize the payment of the final contract amount of $341,534.77 to Eastern Iowa Excavating & Concrete, LLC, for the Loras Boulevard Reconstruction and Repairs Project.
**RESOLUTION** Accepting The Loras Boulevard Reconstruction And Repairs Project And Authorizing Final Payment To The Contractor
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

15. **Middle Road Water Main Extension Project - Authorization to Solicit Consulting Engineering Design Services RFQ**
City Manager recommending City Council authorize the Water Department to release a request for qualifications (RFQ) for design of the Middle Road Water Main Extension Project.
**Suggested Disposition: Receive and File; Approve**

16. **Final Plat Silver Oaks Estates No. 4**
City Manager recommending City Council approval of the resolution for the Final Plat of Silver Oaks Estates No. 4 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is

in substantial compliance with the approved preliminary plat.
**RESOLUTION** Authorizing Approval Of The Final Plat Of Silver Oaks Estates No. 4 In The City Of Dubuque, Iowa
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

17. **ATTAIN Competitive Grant Application - Approve Grant Application Submission**
City Manager recommending City Council adopt the attached resolution (Retroactively) approving the filing of the application by the Dubuque Metropolitan Area Transportation Study, through the East Central Intergovernmental Association, with the Federal Highway Administration and U.S. Department of Transportation for a Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant to assist with funding for the proposed Dubuque Smart Corridor Initiative.
**RESOLUTION** Retroactively Authorizing The Dubuque Metropolitan Area Transportation Study (DMATS), Through The East Central Intergovernmental Association (ECIA), To File A Grant Application With The Federal Highway Administration (FHWA) And U.S. Department Of Transportation (USDOT) For An Advanced Transportation Technology And Innovation (Attain) Competitive Grant For The Dubuque Smart Corridor Initiative
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

18. **Signed Contracts**
Deere & Company for Public Works equipment; Dubuque Plumbing and Heating for the Flora Water Playground Pipe Leak Repair; East Central Intergovernmental Association for Project Management – Energy Savers; Ecosystems, Inc. for Biosolids Professional Management Program; Esri for Training Pass Subscription; Hoyne Landscaping and Snowplowing, Inc. for Grass Mowing Agreement; Intercontinental Kansas City at the Plaza for Hertlandia Gathering; McDermott Excavating for Sanitary Sewer Repairs; McDermott Excavating for Street Light – 1800 Rosemont; McDermott Excavating for Street Light Conduit – Stone Valley Drive; Nutri-Ject Systems, Inc. for Notice of Termination Agreement; RDG Planning & Design, Inc. for Amendment to the Professional Services Agreement - Iowa Amphitheater at Schmitt Island; Top Grade Excavating, Inc for Garfield and Fengler Storm Sewer Repair; Top Grade Excavating, Inc. for North English Road Water Main Extension Change Order No. 2R; Vrban Fire Protection for Annual Testing of Standpipe for Transportation Services.
**Suggested Disposition: Receive and File**

19. **Public Improvement Contracts with Performance, Payment and Maintenance Bonds**
Portzen Construction for the Fire Headquarters Bunkroom Remodel Project.
**Suggested Disposition: Receive and File; Approve**

20. **Areas of Persistent Poverty RFP Jarrett Walker and Associates**
City Manager recommending City Council approval to enter 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 and approval for the City Manager to sign the contract with Jarrett Walker and Associates.
**Suggested Disposition: Receive and File; Approve**

21. **Temporary Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque**
Senior Counsel recommending City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than December 31, 2027.
**RESOLUTION** Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque
**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. **Resolution Setting a Public Hearing on a Proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC**
City Manager recommending City Council adopt a Resolution setting a public hearing for September 21, 2026, on a proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC.
**RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Grant Agreement By And Between The City Of Dubuque And Virtual Velocity, LLC To L'Apostolat, LLC
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026**

2. **Lease Agreement by and between the City of Dubuque and Flint Hills Resource Pine Bend, LLC**
City Manager recommending City Council adopt the resolution setting the public hearing for September 21, 2026, for a new Lease Agreement with Flint Hills Resource Pine Bend, LLC (Flint Hills) for property at Dove Harbor to commence April 1, 2027, for a term of ten years with an automatic ten-year renewal.
**RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Lease Agreement By And Between The City Of Dubuque, Iowa And Flint Hills Resources Pine Bend, LLC, And Providing For The Publication Of Notice Thereof
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public**

**Hearing for September 21, 2026**

3. **Setting a Public Hearing to Dispose of City Owned Property on Valeria Street in Dubuque, Iowa**
   City Manager recommending City Council adopt a resolution setting a public hearing to be held on September 21, 2026, for the disposal of the properties legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, to Eric McFadden pursuant to the attached purchase agreement.
   **RESOLUTION** Of Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located On Valeria Street, Legally Described As Lot 16a Of Schaffner's Subdivision And Lot 6A Of Brewery Addition, All In The City Of Dubuque, Iowa, Pursuant To An Agreement Between The City Of Dubuque And Eric McFadden
   **Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026**

4. **Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, L.L.L.P. and Miller Companies, LLC**
   City Manager recommending City Council adopt a resolution setting the public hearing for September 21, 2026, for the Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, L.L.L.P and Miller Companies, LLC for the property locally known as 131 West 10th Street.
   **RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of Loan Agreement And Assumption Of Mortgage Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Interstate Building, L.L.L.P. To Miller Companies, LLC For Property At 131 W 10th Street
   **Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026**

5. **Setting a Public Hearing for the Issuance of Not to Exceed $2,060,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase II**
   City Manager recommending that a public hearing be set for September 21, 2026, on the issuance of a not to exceed $2,060,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Private Lead Service Line Replacement Pilot Program – Phase II.
   **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 $2,060,000
   **Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026**

6. **Resolution of Necessity for the proposed Amended and Restated Urban Renewal Plan for the Peru Road Urban Renewal Area, Version 2026.1**

City Manager recommending City Council adopt a Resolution of Necessity that: 1) finds that a proposed Amended and Restated Peru Road Urban Renewal Plan ("Plan") for the Peru Road Urban Renewal Area ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed Plan for October 5th, 2026.
**RESOLUTION** Of Necessity Finding That Updates To The Peru Road Urban Renewal Plan Are Necessary And That Certain Areas In The Peru Road Urban Renewal Area Should Be Removed From The Area, And Setting Dates Of Hearing And Consultation On A Proposed Amended And Restated Urban Renewal Plan For Said Area
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026**

7. **Resolution of Necessity for the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area**
City Manager recommending City Council adopt a Resolution of Necessity that: 1) finds that the proposed North Jackson Urban Renewal Area ("Area") is a mixed blighted and economic development area as defined in Iowa Code Chapter 403, Urban Renewal, and that the Area is appropriate for an urban renewal project; 2) directs the City Manager to prepare a proposed Urban Renewal Plan for the Area; and 3) sets a public hearing on the proposed Plan for October 5, 2026.
**RESOLUTION** Of Necessity Finding That Certain Property Near 32nd And Jackson Streets Is An Urban Renewal Area, Meets The Definition Of A Mixed Blighted And Economic Development Area Under Urban Renewal Law, And That Development Of Said Area Is Necessary In The Interest Of The Residents Of The City Of Dubuque, Iowa, Authorizing And Directing The City Manager To Prepare An Urban Renewal Plan For The North Jackson Urban Renewal Area, And Setting Dates Of Hearing And Consultation On A Proposed Urban Renewal Plan For Said Area
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026**

8. **Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, Version 2026.1**
City Manager recommending City Council adopt the Resolution of Necessity that: 1) finds that an Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area is both necessary and appropriate; and 2) sets a public hearing on the proposed plan for October 5, 2026
**RESOLUTION** Of Necessity Finding That Certain Areas To Be Included Within The Switch Homes Housing Urban Renewal Area Meet The Definition Of An Economic Development Area Under Urban Renewal Law, And That Development Of Said Areas Are Necessary In The Interest Of The Residents Of The City Of Dubuque, Iowa, And Setting Dates Of Hearing And Consultation On A Proposed Amended And Restated Urban Renewal Plan For Said Area
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026**

9. **Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.2**

City Manager recommending City Council approve a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.

**RESOLUTION** Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2026.2 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2026.2 For Said District

**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026**

10. **Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.3**

City Manager recommending City Council approve a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.

**RESOLUTION** Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2026.3 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2026.3 For Said District

**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026**

## BOARDS/COMMISSIONS

1. **Boards and Commission Appointments**

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

**Airport Commission**

Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)

Applicants:
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

**Housing Commission**

One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)

Applicant:
Amy Eudaley, 950 Wood St.

*Due to technical issues, the applications were unable to be included with the agenda packet. They have been uploaded to the City's website via the following links:*
Airport
Commission: https://cityofdubuque.org/DocumentCenter/View/65522/Airport-Commission-Applicants
Housing Commission:
https://cityofdubuque.org/DocumentCenter/View/65523/Housing-Commission-Applicant

## 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. **Consenting to the Renewal of the Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank**
   Proof of publication on notice of public hearing to consider City Council adopt a resolution consenting to the renewal of the operating line of credit between the Dubuque Racing Association, Ltd. and Nicolet National Bank, and City Attorney recommending approval.
   **RESOLUTION** Consenting To The Renewal Of The Operating Line Of Credit Between The Dubuque Racing Association Ltd. And Nicolet National Bank
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

2. **Grant of Embankment Easement to Holy Family Catholic Schools Dubuque, Iowa**
   Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the Grant of Embankment Easement to Holy Family Catholic Schools, Dubuque, Iowa, and for the disposal of City interest for the proposed earthen sports field embankment encroachment on City property, and City Manager recommending approval.
   **RESOLUTION** Disposing Of City Interest By Grant Of An Embankment Easement To Holy Family Catholic Schools, Dubuque, Iowa, Part Of Lot 1 Of Mineral Lot 383 All In The City Of Dubuque, Iowa
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

## PUBLIC INPUT

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

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

## ACTION ITEMS

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

1. **Hyperscale Data Center Moratorium**
   City Attorney requesting City Council adoption of the Hyperscale Data Center Moratorium Ordinance.
   **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations And Adopting A New Chapter 10 Temporary Regulation Of Hyperscale Data Centers
   **Suggested Disposition: Receive and File; Motion B; Motion A**

2. **Proposed Revised Housing Incentive Programs**
   City Manager recommending City Council approve the proposed revisions to the City's housing creation incentive program, with an effective date of January 1, 2027.
   **Suggested Disposition: Receive and File; Approve**

3. **Update to Unmeasured Flow Reducer Requirements and Related Ordinances**
   City Manager recommending City Council approval of the update to Ordinance 13-1B-3, 13-B-8, and 13-1B-9 to remove the language regarding Unmeasured Flow Reducers (UFRs) and clean up other language.
   **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 13 Public Utilities, Chapter 1 Article B. Water Meters
   **Suggested Disposition: Receive and File; Motion B; Motion A**

4. **Request for Ordinance Modification- City Code 4-6A Pawnbrokers and Secondhand Dealers: Junk and Auto Salvage Dealers, Article A. Pawnbrokers and Secondhand Dealers**
   City Manager recommending City Council adopt an amendment to the City of Dubuque Code of Ordinances Section 4-6A, which adds the definition of a "Claimant" and aligns the process of recovering misappropriated property with Iowa Code.
   **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations, Chapter 6 Pawnbrokers And Secondhand Dealers; Junk And Auto Salvage Dealers, Article A. Pawnbrokers And Secondhand Dealers
   **Suggested Disposition: Receive and File; Motion B; Motion A**

5. **Certified Local Government Grant Application**
   City Manager recommending City Council approval to submit the proposal for a Certified Local Government (CLG) grant from the State Historic Preservation Office under the Iowa Economic Development Authority and authorize the Mayor to sign

the proposal on behalf of the City of Dubuque.
**RESOLUTION** Authorizing The City Of Dubuque To Apply For A Certified Local Government (CLG) Grant To The State Historic Preservation Office (SHPO) Under The Iowa Economic Development Authority (IEDA), And Granting Permission As Property Owner To Apply For The CLG Grant
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

6. **Work Session Request – Inaugural Strategic Budgeting Leadership Academy Recap**
City Manager recommending the City Council schedule a work session on October 5, 2026, at 5:30 p.m. for a presentation on the inaugural Strategic Budgeting Leadership Academy conducted with City departments as part of the FY2028 budget process.
**Suggested Disposition: Receive and File; Council**

7. **Work Session Request - Four Mounds Update**
City Manager recommending City Council schedule a work session for October 5, 2026, at 6:00 p.m. for an update on Four Mounds.
**Suggested Disposition: Receive and File; Council**

8. **2026 Asphalt Overlay Program Video**
Communications Office staff will show a video they produced on the Public Works Department's 2026 Asphalt Overlay Program to improve 10 miles of Dubuque streets this year. The video can also be viewed on the City's YouTube channel at https://youtu.be/PHSO_8KniBQ?si=WDX7kyK6gzriJvau
**Suggested Disposition: Receive and File; Video**

9. **Levi St. & Sullivan St. Storm Sewer Extension Project Video**
Communications Office staff will show a video they produced on the Engineering Department's Levi St. and Sullivan St. Storm Sewer Extension project. The video can also be viewed on the City's YouTube channel at https://youtu.be/t7zxZvUW-gk?si=q9TcvBydeWx2bJBS
**Suggested Disposition: Receive and File; Video**

10. **Delivering Dubuque: Public Engagement Video**
City staff will show the latest episode of the "Delivering Dubuque" video series, where Mayor Brad Cavanagh explores the many opportunities residents have to participate, ask questions, share ideas, and help inform decisions. The video can also be viewed on the City's YouTube channel at https://youtu.be/P8b5ahqE_IA
**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/agendas or at the City Clerk's Office at ctyclerk@cityofdubuque.org or by mail to 50 W. 13th Street, during regular business hours.

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

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

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

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September 8, 2026

**City of Dubuque**
**City Council**

**WORK SESSION #**

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**ITEM TITLE:** 5:15 PM - Central Avenue and White Street Corridor

**SUMMARY:** Bolton and Menk, Walker Consultants & City Staff will present on parking inventory, occupancy, and turnover data, along with survey results, parking availability and strategic recommendations for the the Central Avenue and White Street Corridor.

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**

1. MVM Memo Central Avenue and White Street Corridor
2. 2026 9-8-26 Central - White Corridor Traffic Study Work Session - Staff Memo (2)
3. Presentation

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:** Central Avenue and White Street Corridor Work Session

**DATE:** September 2, 2026

Acting City Engineer Nate Steffen, CE III is providing information for the September 8, 2026, 5:15 pm Central Avenue and White Street Corridor Work Session.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Steffen, CE III Acting City Engineer
Ryan Knuckey, Transportation Division
Jason Duba, Assistant Planner
Justine Hull, Traffic Engineer
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

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

**FROM:** Nathan Steffen CE III, Acting City Engineer

**SUBJECT:** Central Avenue and White Street Corridor Work Session

**DATE:** September 2, 2026

## INTRODUCTION

The purpose of this work session is to present to the City Council the parking inventory, occupancy, and turnover data, along with survey results, parking availability and strategic recommendations for the Central Avenue and White Street Corridor. This analysis will help inform future design for the adopted Multi-Modal alternative.

## RECOMMENDATION

A PowerPoint presentation will be given by Bolton and Menk, Walker Consultants & City Staff.

Cc: Ryan Knuckey, Transportation Division
Jason Duba, Assistant Planner
Gus Psihoyos, City Engineer
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director
Justine Hull, Traffic Engineer

# Central Avenue and White Street Parking Study

**Council Session**

**September 8, 2026**




BOLTON & MENK

Real People. Real Solutions.

WALKER CONSULTANTS

# Agenda

1. Study Overview and Background
2. Existing Parking and Curbside Inventory
3. Parking Demand and Duration/Turnover
4. Implications of Proposed Redesign
5. Parking Management Strategies
6. Future Parking Needs with Development
7. Stakeholder Engagement: What We Heard
8. Appendix



# 1

# Study Overview and Background

# Central Ave and White St Corridors: The Vision

**Multi-Modal Design Concept: Central Ave.**



**Multi-Modal Design Concept: White St.**



# Approved Corridor Redesign




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# Approved Corridor Redesign




WALKER CONSULTANTS

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# 2025 Central Ave and White St Corridor Study



# Project Timeline and Next Steps

1

**April – September 2026**

Parking Study

2

**August – May 2027**

Corridor Restriping

3

**September 2026**

Corridor Design Process Starts

# Ongoing Parking & Access Concerns

- Public perception of lack of availability: short-term and long-term
- Loading/unloading
- Convenience and walking tolerances
- New development and additional parking demand, sometimes displacing existing surface parking





# Parking Study Objectives

- Understand block-by-block parking conditions
- Inform final corridor design
- Allow data-driven decisions for future land use and multimodal planning





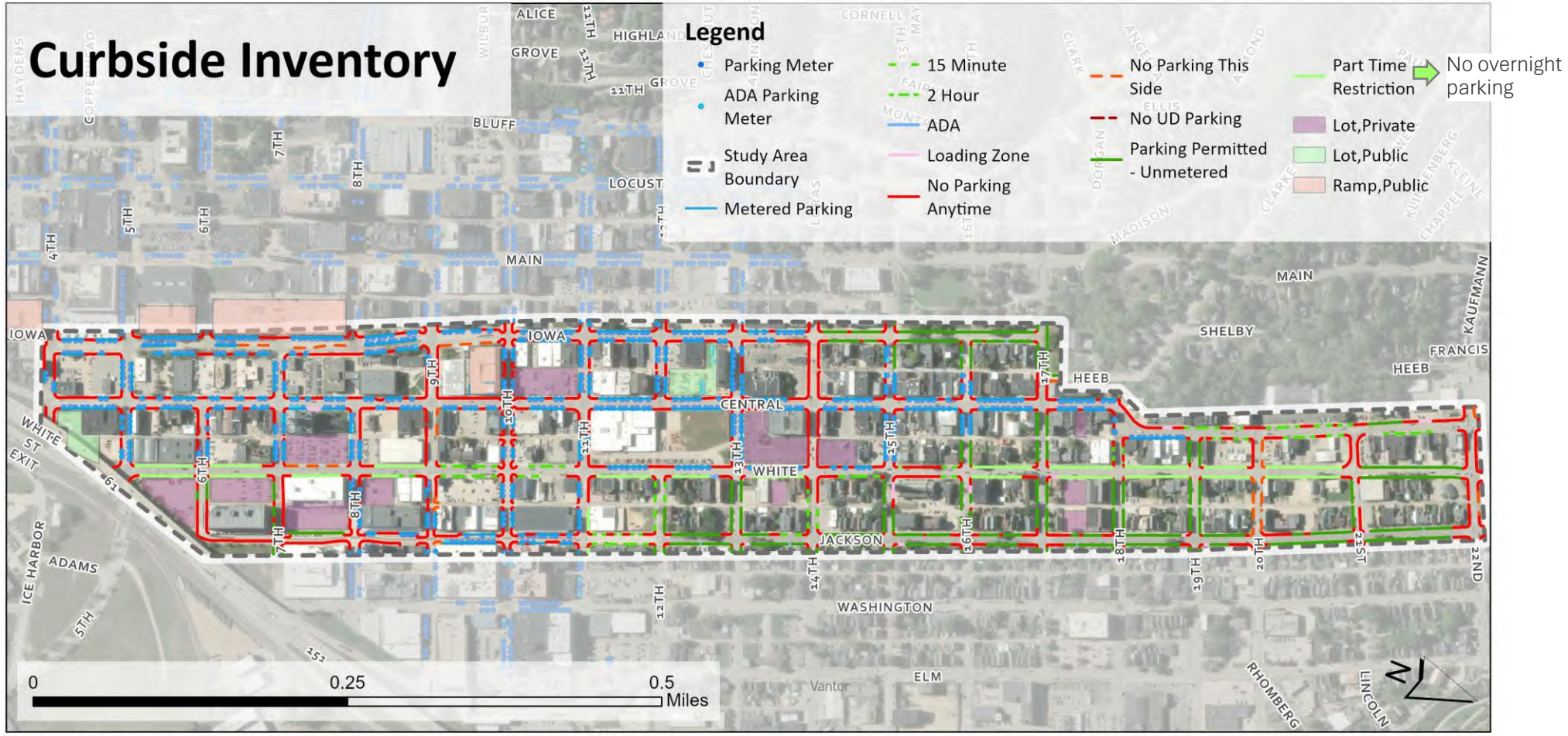

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# 2

# Existing Parking and Curbside Inventory

# Existing Curbside Inventory



# Existing On-Street Curb Inventory

1,424 spaces across ~200 block faces (average = 7 spaces/block)

46% of spaces are metered (78% metered on Central, 11% metered on White

Parking meters enforced Mon – Sat, 8 A.M. – 5 P.M.

| Curb Type | Inventory | Total |
|---|---|---|
| Unmetered (2-hr limit) | 149 | |
| Unmetered (no time limit) | 603 | |
| Unmetered (ADA) | 9 | |
| Total Unmetered | | 761 |
| Metered (20-min limit) | 4 | |
| Metered (40-min limit) | 2 | |
| Metered (1-hr limit) | 88 | |
| Metered (2-hr limit) | 221 | |
| Metered (4-hr limit) | 68 | |
| Metered (10-hr limit) | 249 | |
| Metered (ADA) | 19 | |
| Total Metered | | 651 |
| Freight Loading | 1 | |
| Law Enforcement Only | 5 | |
| Fire Department Only | 3 | |
| Passenger Loading | 3 | |
| Total Other | | 12 |
| Total Parking Inventory | | 1,424 |

# Existing On-Street Curb Inventory by Street

## Curbspace Inventory, Central & White Study Area

| Street | Unmetered | Metered | Other | Total |
|---|---|---|---|---|
| Iowa | 70 | 154 | 5 | 229 |
| Side streets: Iowa – Central | 23 | 89 | 0 | 112 |
| Central | 55 | 205 | 4 | 264 |
| Side streets: Central – White | 38 | 103 | 0 | 141 |
| White | 218 | 26 | 0 | 244 |
| Side streets: White – Jackson | 129 | 38 | 3 | 170 |
| Jackson | 228 | 36 | 0 | 264 |
| Total | 761 | 651 | 12 | 1,424 |



# 3

# Parking Demand and Duration/Turnover

# Existing Conditions



Parking on Central Ave is underutilized on many blocks, with only 1 in 4 spaces occupied on average.



People park on White Street to avoid meters/time limits on Central and side streets.



But most of White Street is also underutilized, especially between 12th - 18th Streets.



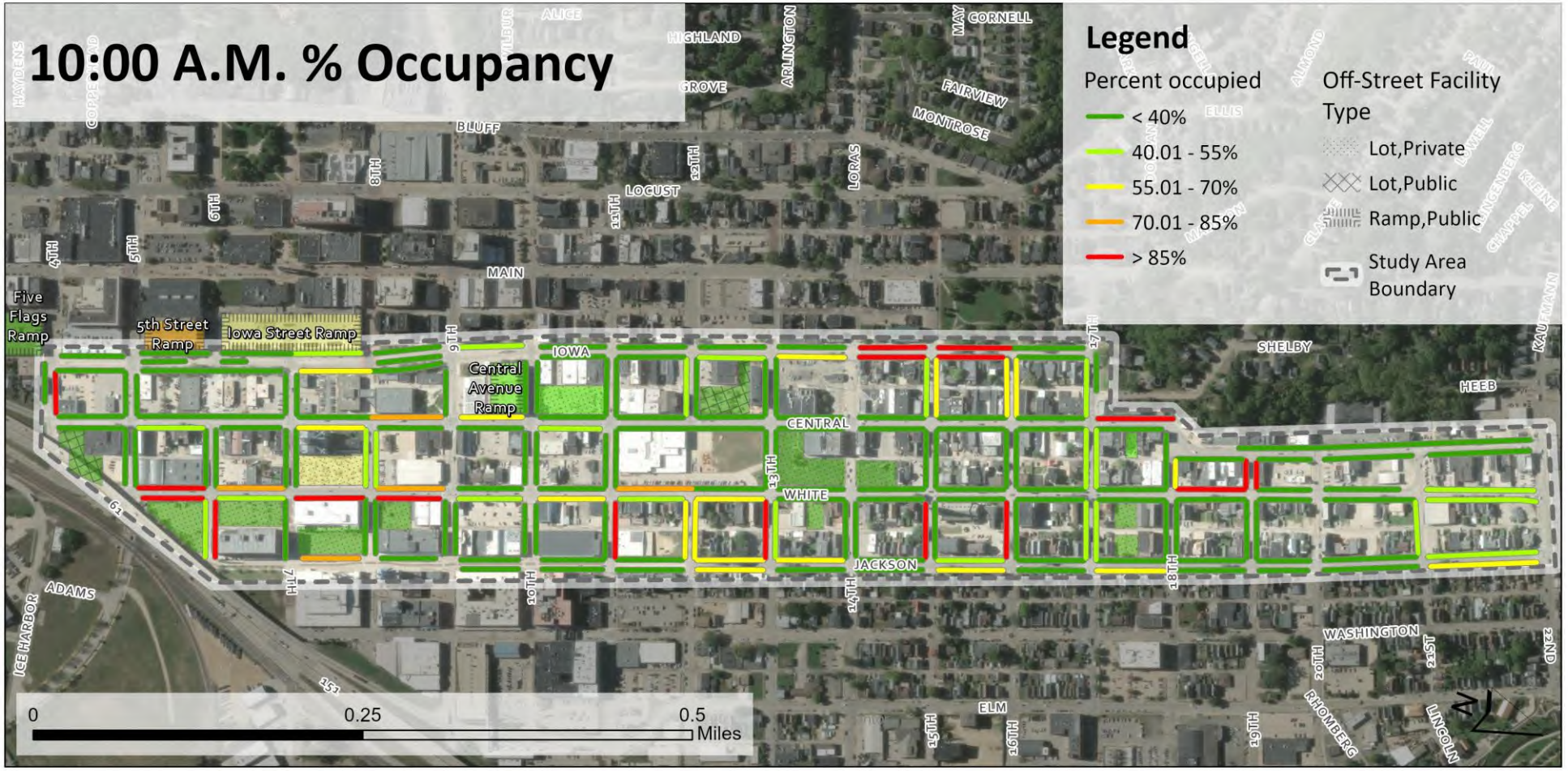
The northern portion of White Street has limited on-street parking due to curb cuts.

# Parking Occupancy Counts

- Occupancy counts taken on a typical weekday (Thursday, 5/21), at:
  - 10:00 A.M. (morning)
  - 12:00 P.M. (noon)
  - 2:00 P.M. (afternoon)
  - 6:00 P.M. (evening)
- Duration counts taken for 8 blocks every 30 mins for an 8-hour time period on Wednesday, 5/20.

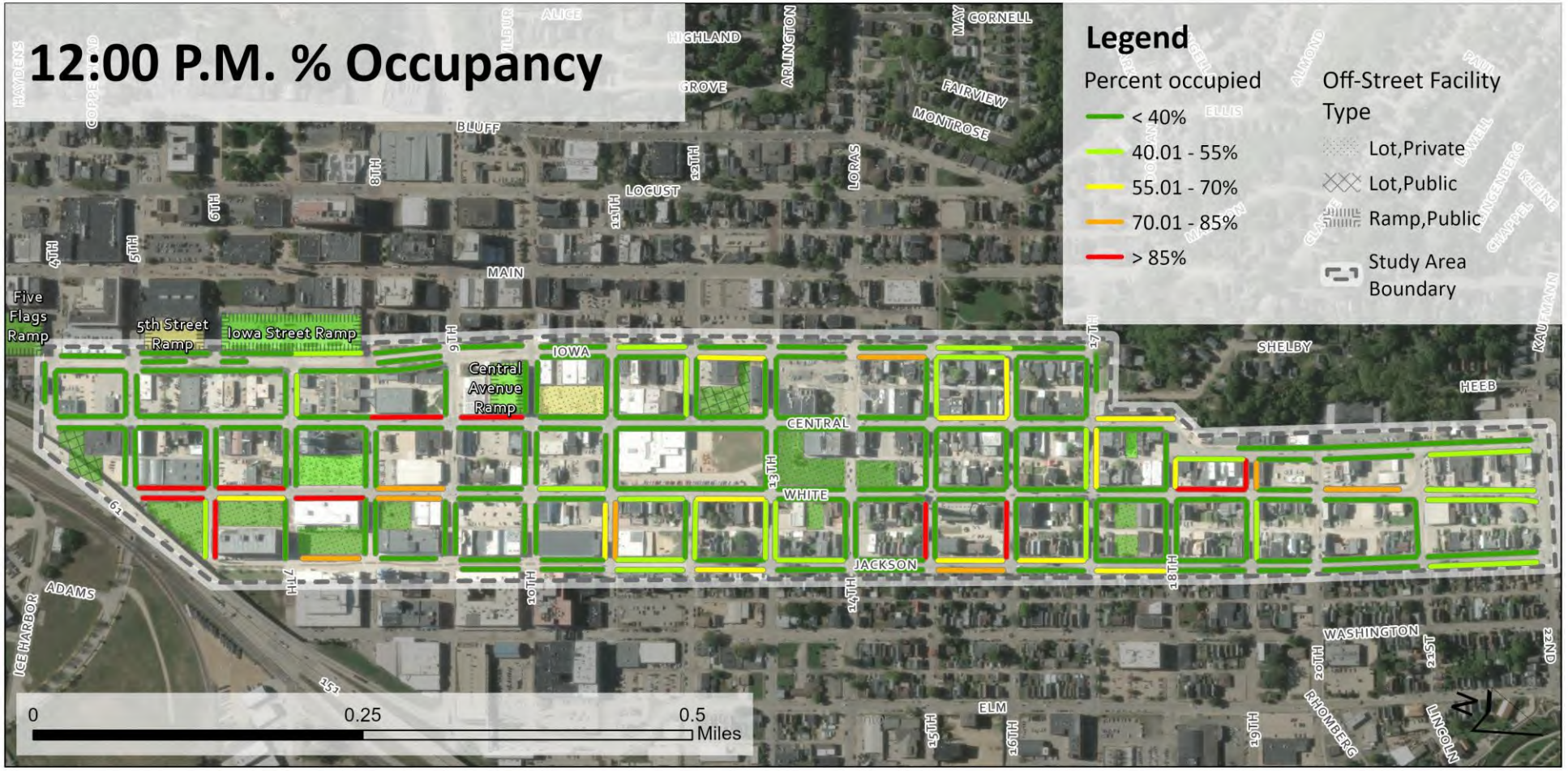


# Occupancy Heatmaps (Thurs, 5/21)



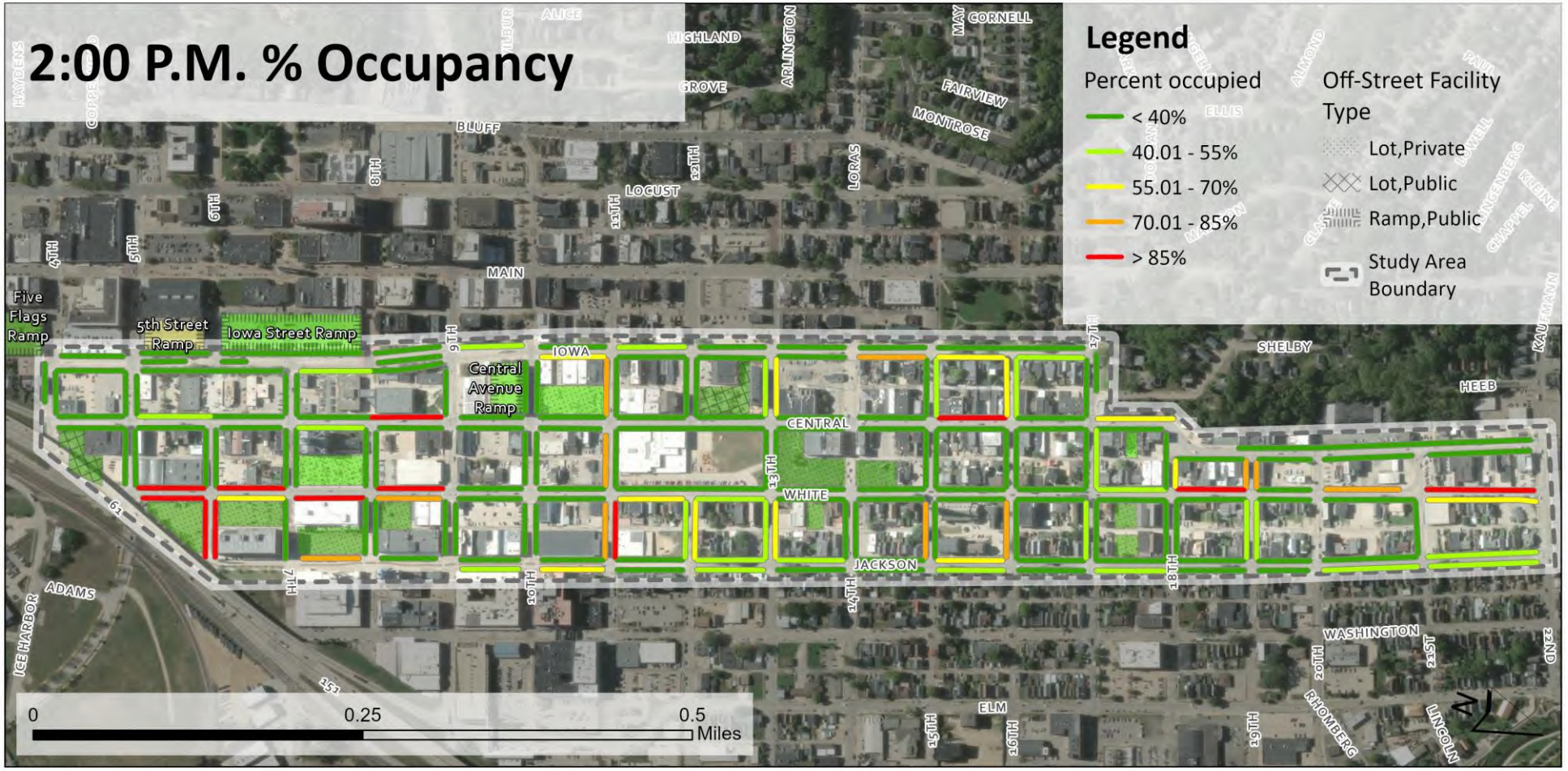

*Note: Parking ramp occupancy data from Thursday, 6/4.*

# Occupancy Heatmaps (Thurs, 5/21)



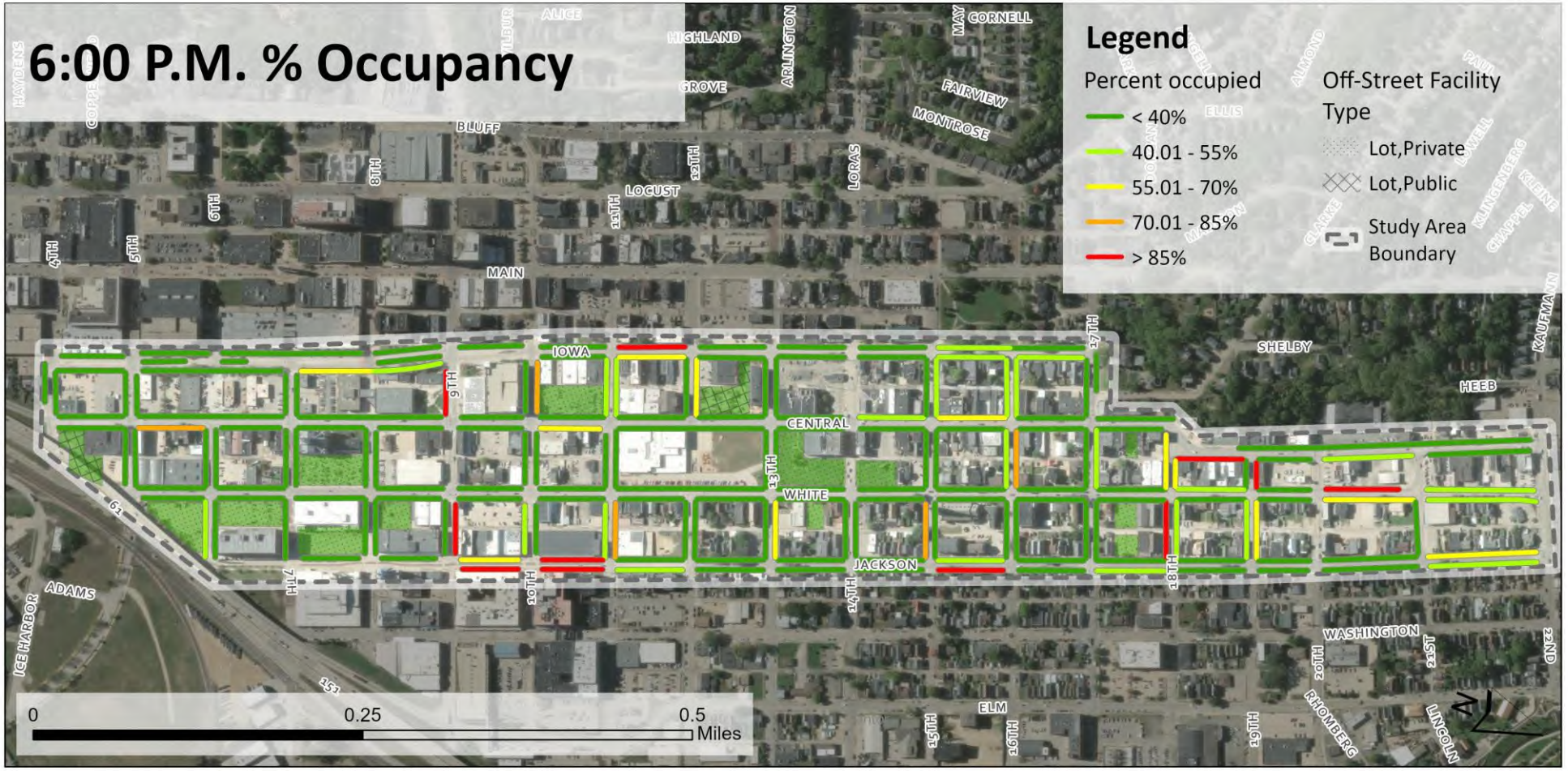

*Note: Parking ramp occupancy data from Thursday, 6/4.*

# Occupancy Heatmaps (Thurs, 5/21)




*Note: Parking ramp occupancy data from Thursday, 6/4.*

# Occupancy Heatmaps (Thurs, 5/21)




*Note: Parking ramp occupancy data unavailable.*

# Percent Occupied by Street

| Inventory | | Percent of Spaces Occupied | | | |
|---|---|---|---|---|---|
| Street | Total | 10AM % | 12PM % | 2PM % | 6PM % |
| Iowa | 229 | 35% | 27% | 28% | 26% |
| Side streets: Iowa – Central | 112 | 30% | 21% | 29% | 26% |
| Central | 264 | 20% | 24% | 22% | 20% |
| Side streets: Central – White | 141 | 26% | 26% | 29% | 24% |
| White | 244 | 37% | 37% | 39% | 21% |
| Side streets: White – Jackson | 170 | 41% | 37% | 39% | 34% |
| Jackson | 264 | 41% | 40% | 38% | 41% |
| Total | 1,424 | 33% | 31% | 32% | 28% |

# Parking Availability

| Inventory | | Number of Available Spaces | | | |
|---|---|---|---|---|---|
| Street | Total | 10AM | 12PM | 2PM | 6PM |
| Iowa | 229 | 149 | 168 | 164 | 169 |
| Side streets: Iowa – Central | 112 | 78 | 89 | 79 | 83 |
| Central | 264 | 212 | 201 | 206 | 210 |
| Side streets: Central – White | 141 | 104 | 105 | 100 | 107 |
| White | 244 | 154 | 153 | 149 | 193 |
| Side streets: White – Jackson | 170 | 100 | 107 | 104 | 113 |
| Jackson | 264 | 157 | 159 | 164 | 157 |
| Total | 1,424 | 954 | 982 | 966 | 1,032 |
| **Number of Available* Off-Street Spaces within Study Area** | | 1,565 | 1,657 | 1,626 | |

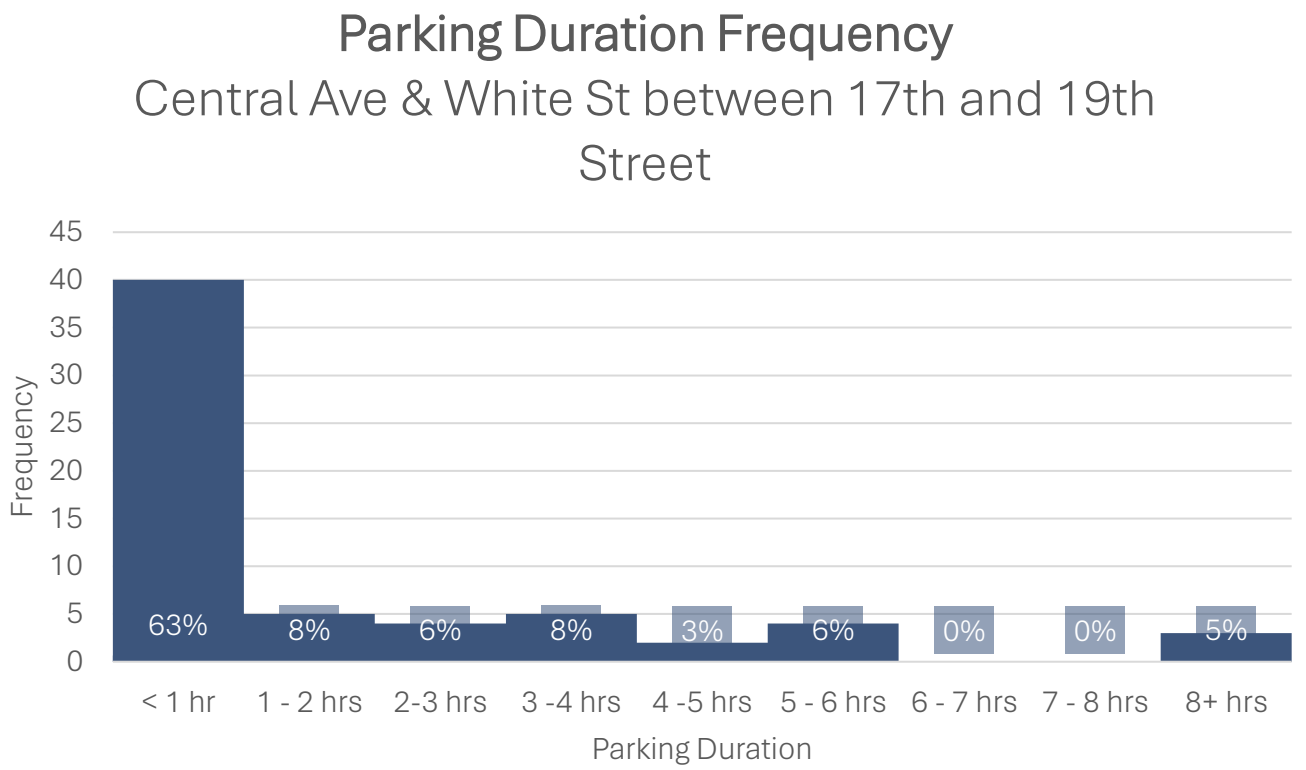
** Available = Spaces not occupied in select lots and parking ramps. Not all lots within the study area are included. Some lots are privately owned and would require shared parking agreements to allow outside parkers to use their facility.*

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# Parking Duration and Turnover



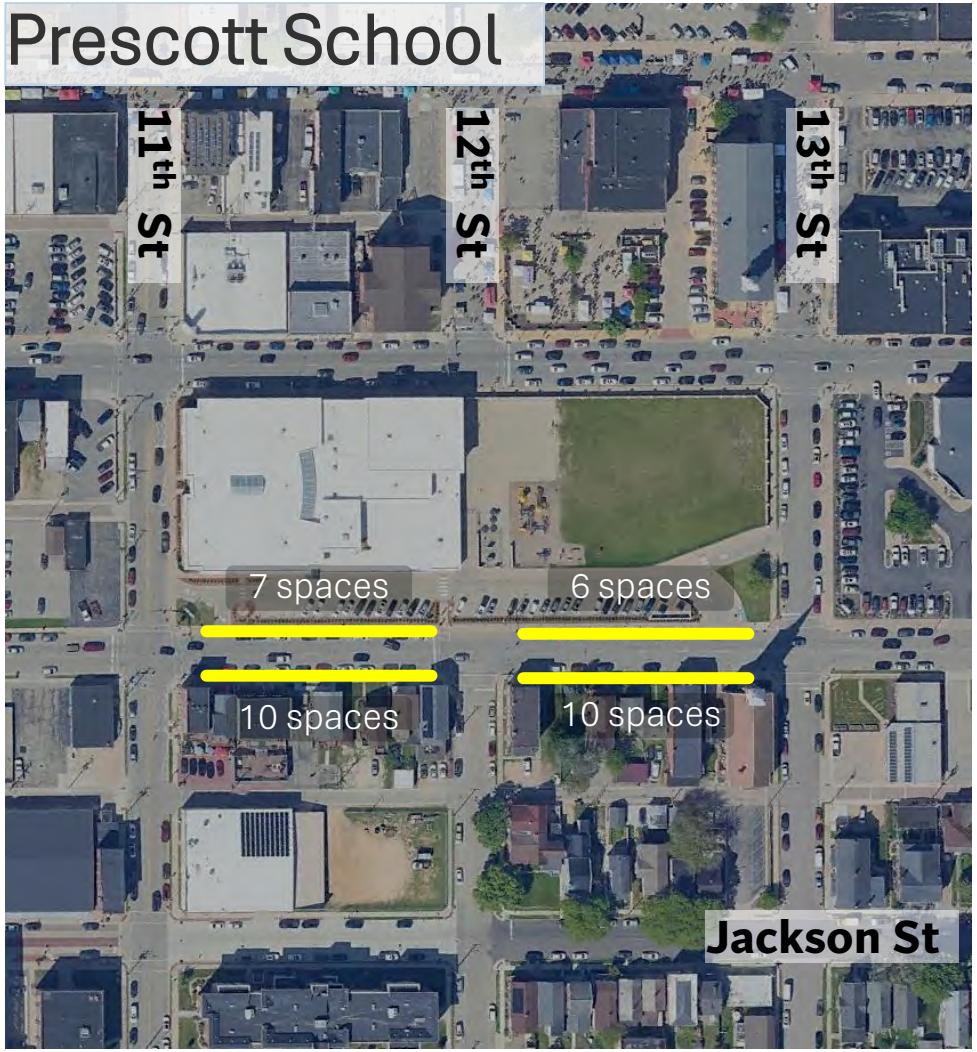

Average Turnover: 1.5 turns/space/day

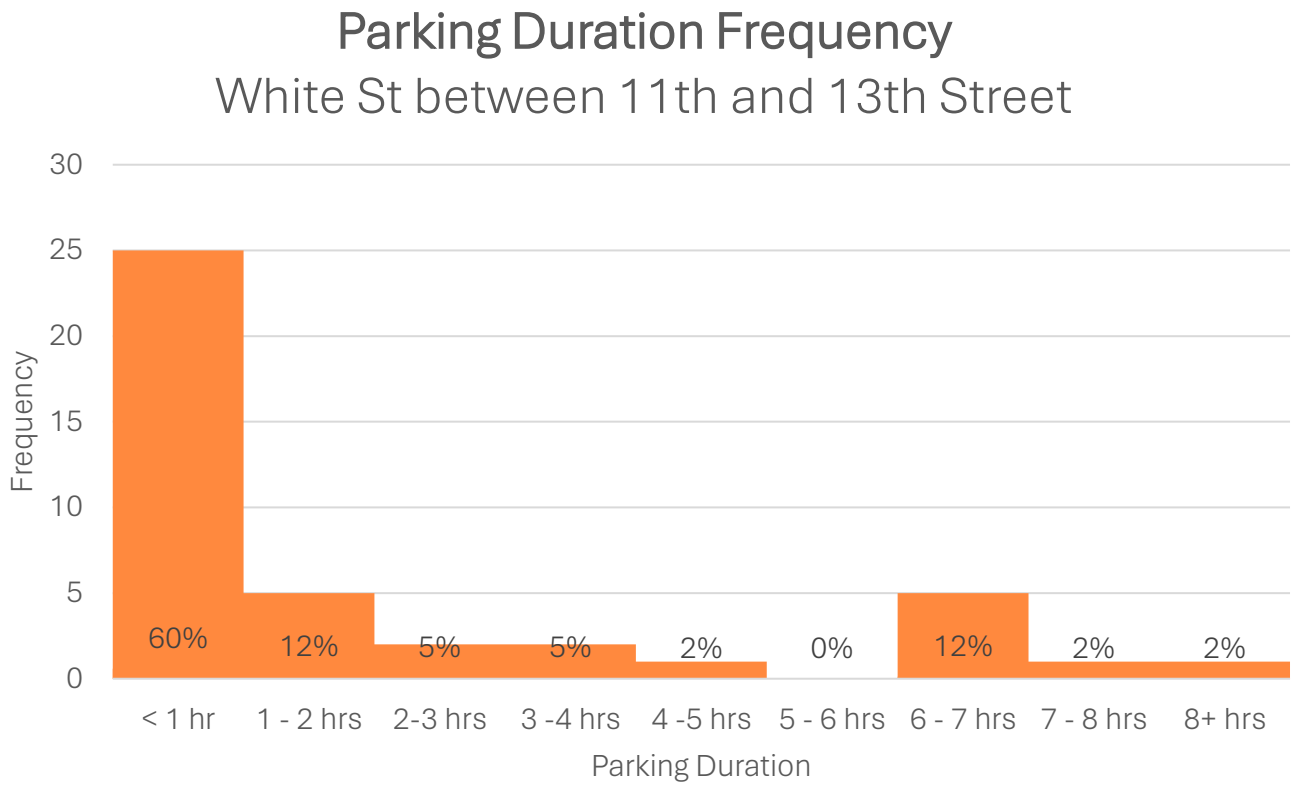
Average Duration: 1hr 39 min

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# Parking Duration and Turnover




Average Turnover: 1.3 turns/space/day

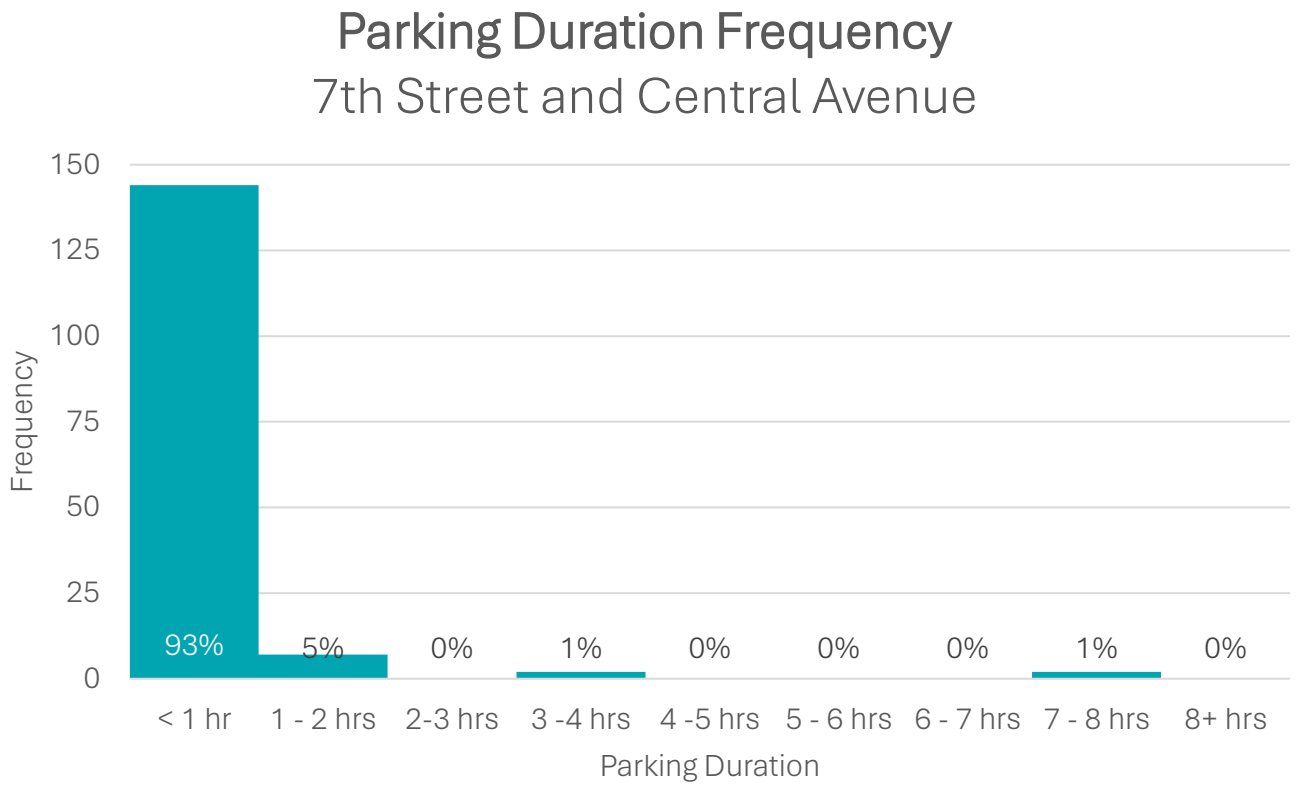
Average Duration: 2hr 15 min

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# Parking Duration and Turnover




Average Turnover: 3.5 turns/space/day

Average Duration: 0hr 31 min

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# 4

# Implications of Proposed Redesign

# Changes to Inventory after Street Redesign

## White Street

| | |
|---|---|
| Existing | 244 spaces |
| After Redesign | 113 spaces |
| Change | -131 spaces |
| | *53% removed* |

## Central Avenue

| | |
|---|---|
| Existing | 264 spaces |
| After Redesign | 104 spaces |
| Change | -160 spaces |
| | *61% removed* |

*Parking inventory subject to change based on final design.*

# Proposed Curbside Inventory




**Existing | Proposed**

# Proposed Curbside Inventory




**Existing | Proposed**

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# Civic Center Proposed Multimodal Redesign




| | Existing Inventory | Proposed Inventory | Peak Occupancy |
|---|---|---|---|
| White Street (6th – 9th) | 40 spaces | 20 spaces | 34 vehicles |
| Central Avenue (6th – 9th) | 39 spaces | 17 spaces | 15 vehicles |
| 7th & 8th Streets (side streets between Central & White) | 26 spaces | 26 spaces | 5 vehicles |
| Total | 105 spaces | 63 spaces | 54 vehicles |

Projected utilization at peak after redesign: 86%

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# 11th – 13th Proposed Multimodal Redesign




| | Existing Inventory | Proposed Inventory | Peak Occupancy |
|---|---|---|---|
| White Street (11th – 12th) | 33 spaces | 15 spaces | 13 vehicles |
| Central Avenue (11th – 12th) | 33 spaces | 14 spaces | 2 vehicles |
| 11th & 13th Streets (side streets between Central & White) | 22 spaces | 17 spaces | 9 vehicles |
| Total | 88 spaces | 46 spaces | 24 vehicles |

Projected utilization at peak after redesign: 52%

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# North End Proposed Multimodal Redesign




| | Existing Inventory | Proposed Inventory | Peak Occupancy |
|---|---|---|---|
| White Street (17th – 19th) | 30 spaces | 12 spaces | 10 vehicles |
| Central Avenue (17th – 19th) | 27 spaces | 7 spaces | 14 vehicles |
| 17th, 18th, 19th Streets (side streets between Central & White) | 32 spaces | 30 spaces | 20 vehicles |
| Total | 89 spaces | 49 spaces | 44 vehicles |

Projected utilization at peak after redesign: 90%

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# Parking Availability Analysis Summary

- High-level of availability and ease of finding parking currently
- Increased congestion due to redesign
- Likely availability within 1-block of destination




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# 5

# Parking Management Strategies

# Additional Public Off-Street Parking



# Enders Lot

- 14 spaces



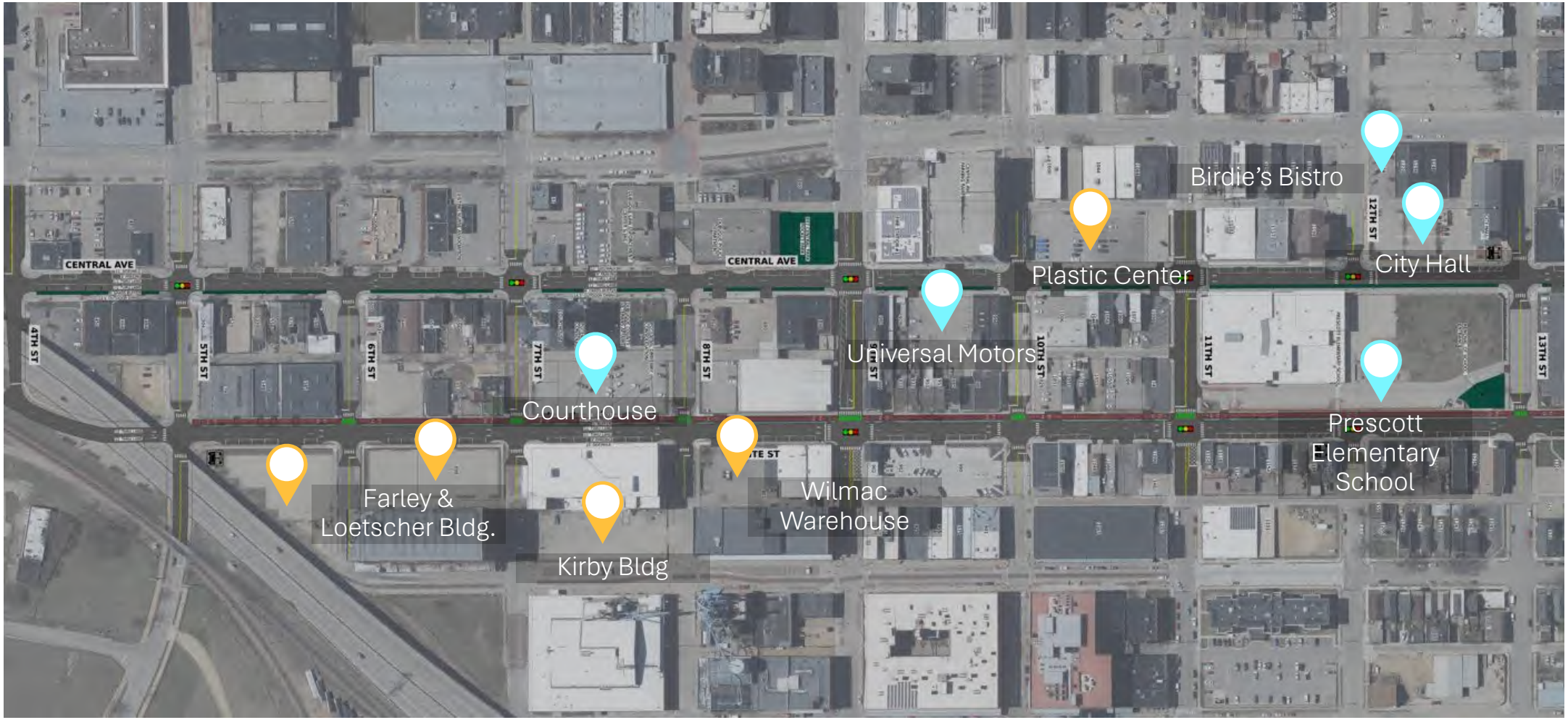
# Shared and Publicly-Managed Parking

- Between private entities
- Between public and private entities
- Private facilities being integrated into the city-managed parking system
  - Marketing and exposure
  - Payment collection and enforcement
  - Security
  - Technology sharing
  - Monthly parking operations
  - Revenue share



# Shared Parking Opportunities

**Requires discussion and approval*



# Shared Parking Opportunities

**Requires discussion and approval*




Daytime and evening availability

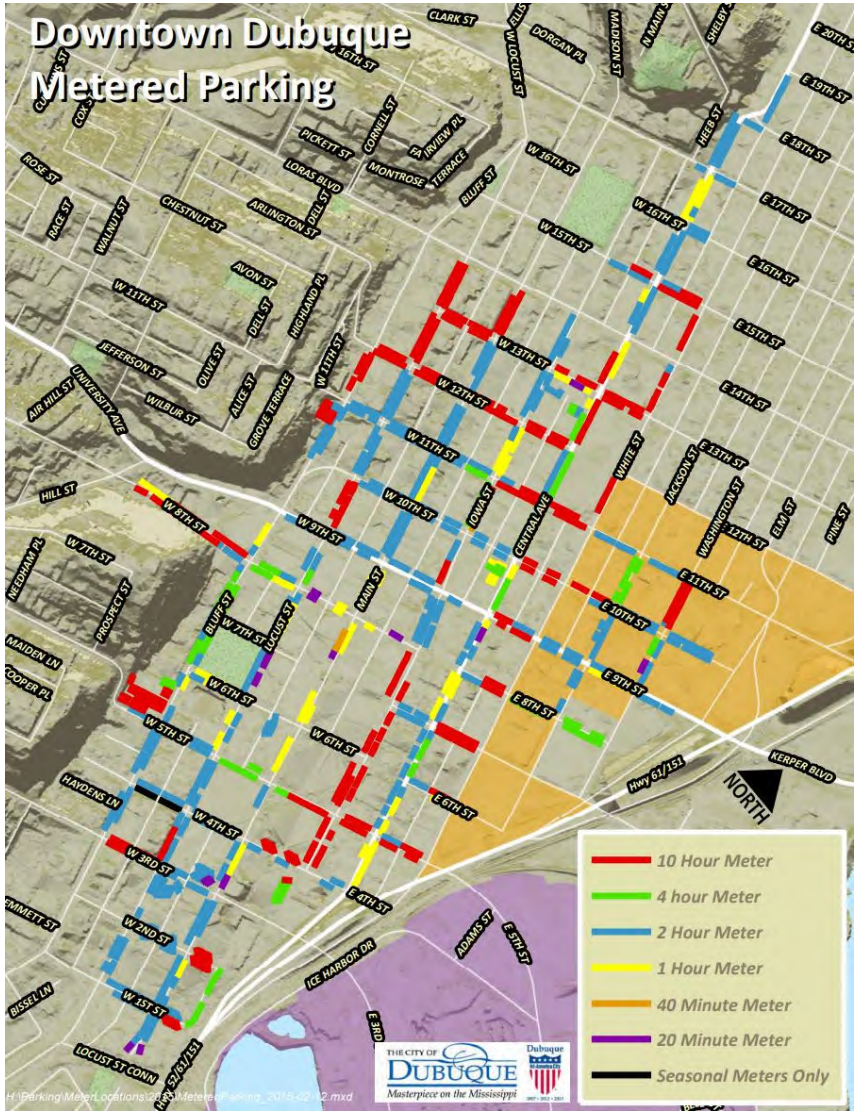
Evening availability only

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# Potential Parking and Curbside Strategies

- Consolidate meter time limits.
- Reevaluate locations of managed parking (either paid or time limits only) and unmanaged parking.
- Deploy modernized parking payment and enforcement technology.
- Investigate locating quick pick-up/drop-off spaces.
- Overnight residential parking.
- Commercial loading/unloading.



# 6

# Future Parking Needs With Development

# Potential New Development with New Parking Demand

## South of 14th Street Potential Developments:

**Residential:** 200 – 225 units (Jackson Street, no new parking provided)

**Commercial:** 5,000 sf (Jackson Street)

- *Depending on composition, potential for **25 -50** additional vehicles of commercial demand and **300 – 350** additional residential vehicles.*

## North of 14th Street Potential Developments:

**Residential:** 10 – 15 units

**Commercial:** ~15,000 sf (5 separate storefronts, including 1300 and 1700 blocks of Central Ave)

- *Depending on composition, potential for **125 – 150** additional vehicles of commercial demand and **20 – 30** additional residential vehicles.*

**Typical parking ratios**

| Land Use | Parking Spaces | Per Unit |
|---|---|---|
| Retail | 4.00 / | ksf GLA |
| Restaurant | 17.75 / | ksf GLA |
| Health Club | 7.00 / | ksf GLA |
| Hotel | 1.15 / | key |
| Office | 3.80 / | ksf GFA |
| 1-bed Residential | 1.05 / | unit |
| 2-bed Residential | 1.80 / | unit |

*Source: ULI Shared Parking, 3rd edition*

**Parking Requirements:**

No minimum off-street parking requirements for the C-4 zoning district, which applies to much of the corridor

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# Available Spaces Within ¼ Mile




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# Available Spaces Within ¼ Mile




*(Includes potential Enders lot)*

# 7

# Stakeholder Engagement: What We Heard

# Stakeholder Engagement








# Engagement Overview (May-June 2026)

**11 hours** of drop-in time for any corridor community members

**4 listening sessions** with key corridor stakeholders

**70 interactions** (comments, replies, reactions) on the online comment map & parking survey

The survey received input from **52 participants**, most of who are residents.

A **majority** were frequent corridor users.

52% report **daily** visits

- ✓**69%** use on-street parking
- ✓**52%** usually find parking where they prefer
- ✓**40%** always find parking

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# What We Heard from the Community

Most respondents are frequent corridor users, with over half visiting the corridor daily.

On-street parking is the primary choice for most respondents, while public lots and ramps are used less often.

Ease of finding parking and distance to destination are the top factors shaping where people park.

Most respondents usually find parking where they prefer and rarely is finding parking an issue for respondents.

Most are willing to walk a block if it supports amenities like wider sidewalks and bike facilities.

# Engagement Key Themes and Takeaways

## Access and parking

Community members want convenient access to businesses, homes, and destinations, though opinions differ on whether parking or better multimodal options best support that goal.

## Safety and traffic

Speeding, pedestrian crossings, truck traffic, and bike safety were common concerns across both supporters and opponents of the redesign.

## Street design and mobility

Comments focused on how to balance space for vehicles, bicycles, pedestrians, sidewalks, traffic calming, and green space.

## Commerce and quality of life

Respondents want changes that support corridor activity, local businesses, neighborhood character, and long-term vitality.

**Overall takeaway:** *Community feedback shows that access, safety, and mobility are shared priorities, and by working together, we can turn this input into practical solutions that support businesses, strengthen connections, and create a safer, more welcoming corridor for everyone.*

# Conclusion

- **Current Demand:**
  - Overall low parking activity throughout the day.
  - Higher demand in some hotspots; parking still available within 1 block currently.
- **Future Conditions:**
  - As more storefronts become occupied and upper-story apartments are renovated, parking demand will increase.
  - Parking is expected to be available within a short 1-2 block  walk of most locations after redesign. Ample off-street parking available.
- **Parking Management:** Balance demand through strategic purchase/lease of underutilized off-street parking, shared parking, wayfinding signage, and allowing overnight parking, others.

# Appendix

# Civic Center Proposed Multimodal Redesign



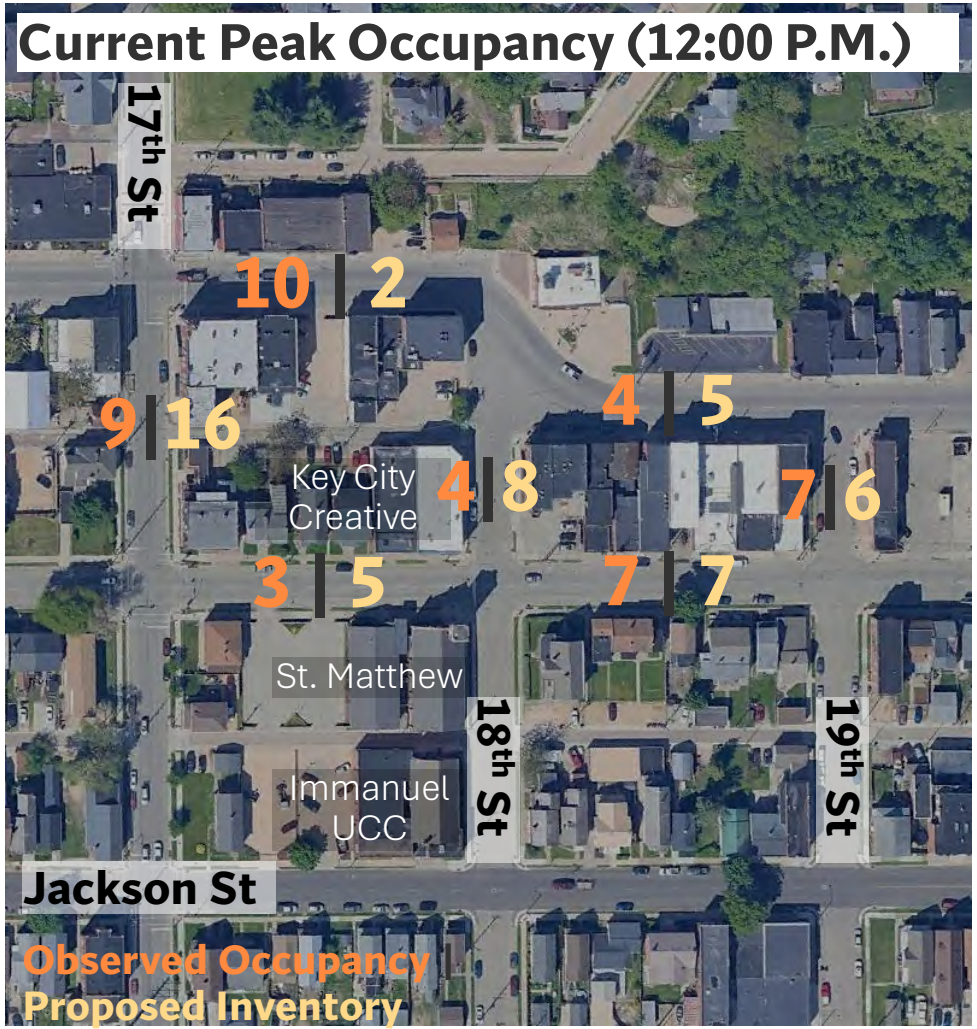

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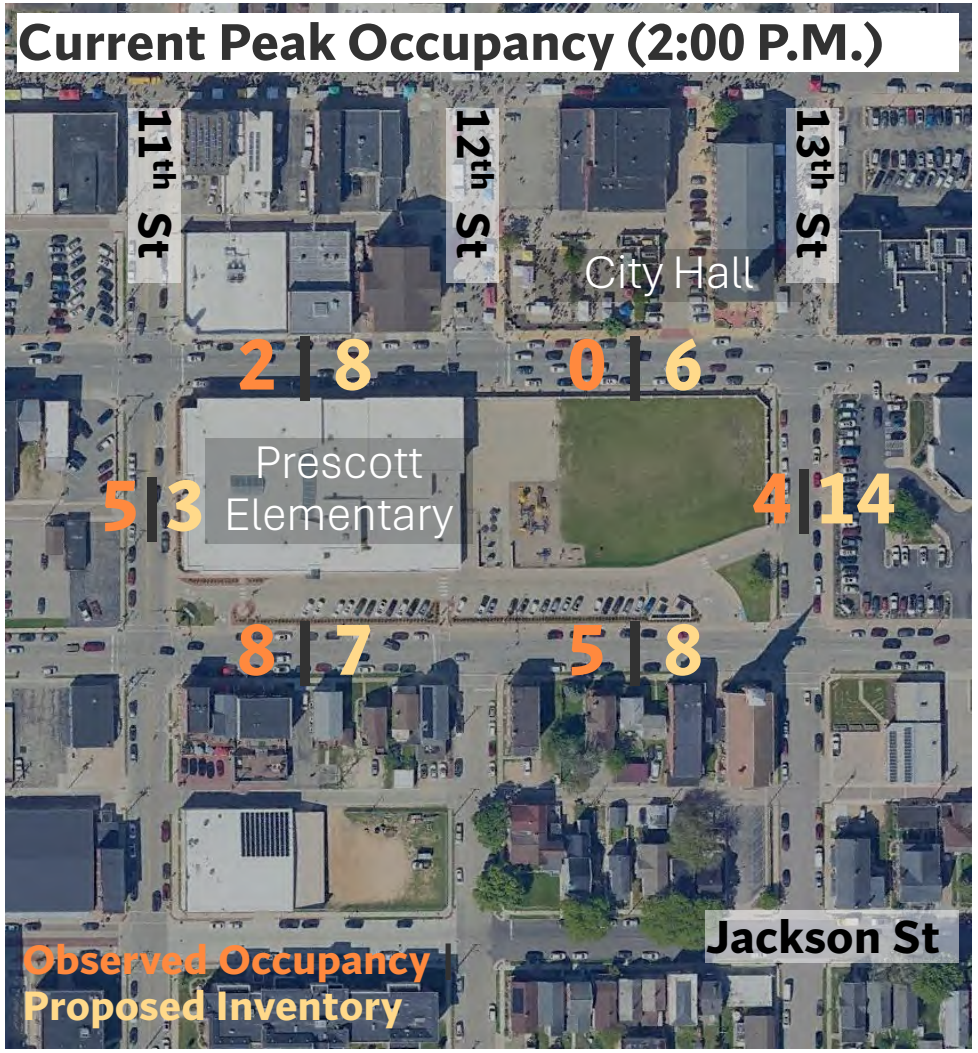

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# Cross Sections Based Upon SUDAS Minimum Standards

Parking and lane widths shown within dictated by Iowa SUDAS Standards For commercial/industrial areas

Residential

R1 on side parking is min 27’ wide

R2 two side parking is min 34’ wide

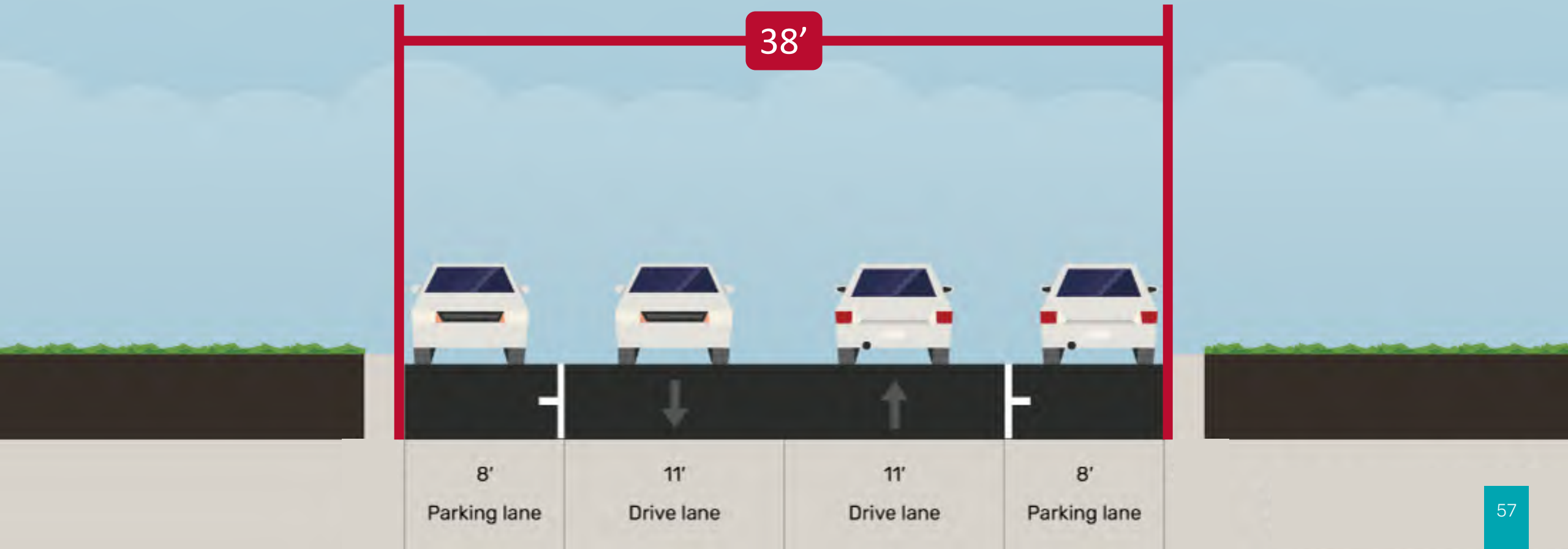
Fire needs 20’ clear

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# Two Drive Lanes with Two-Sided Parallel Parking

## EXISTING SIDE STREET CONFIGURATION

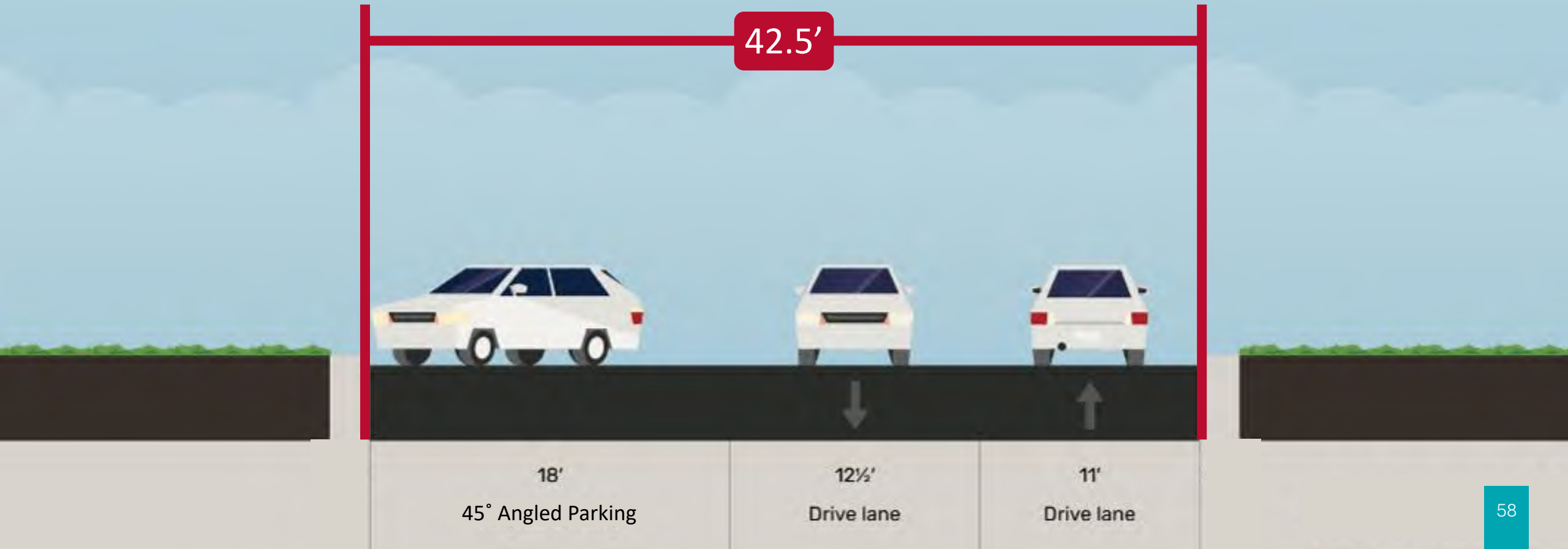


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# Two Drive Lanes One-Side 45˚ Angle Parking

## POTENTIAL OPTION 1

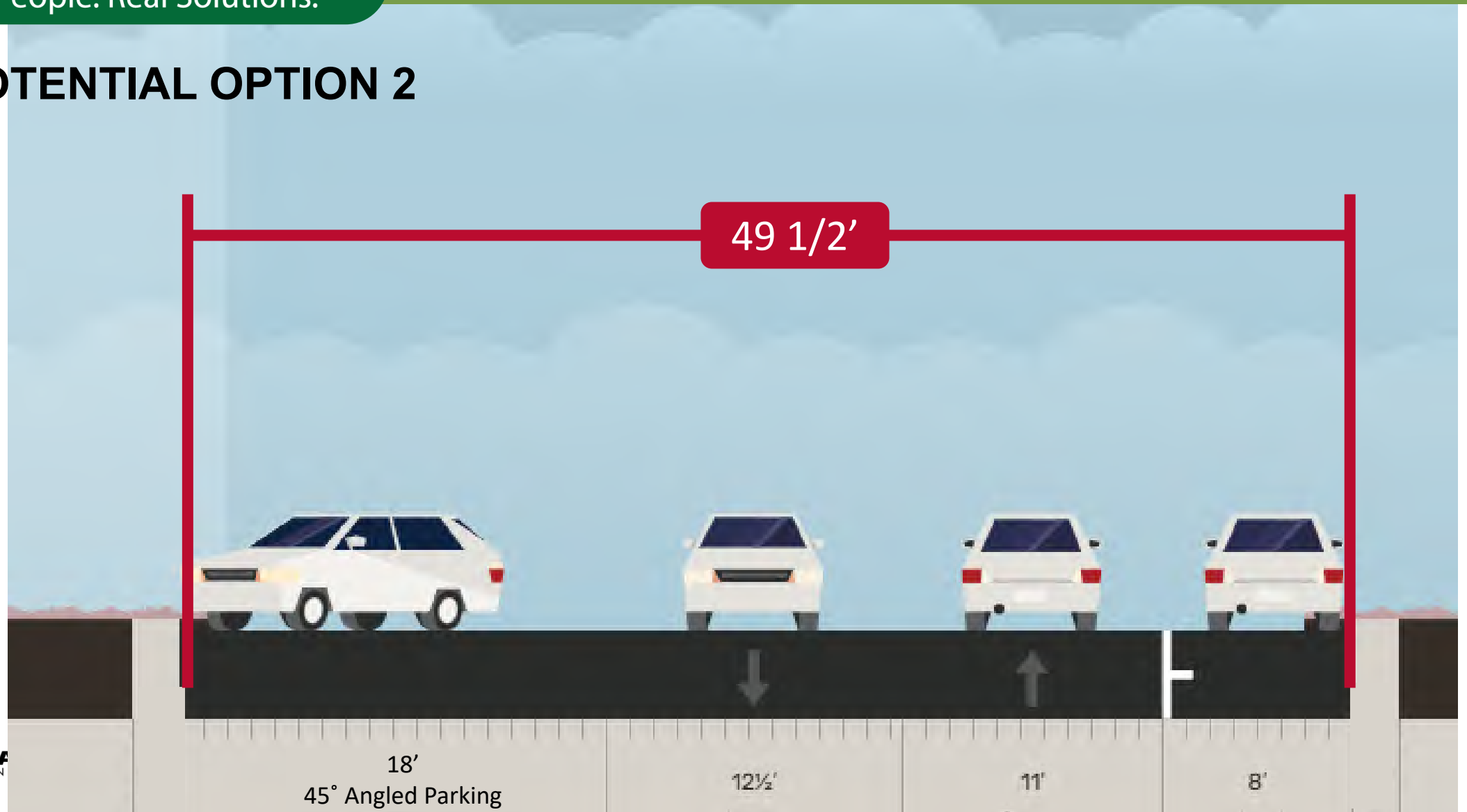


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# Two Drive Lanes with 45˚ Angle and Parallel Parking

## POTENTIAL OPTION 2

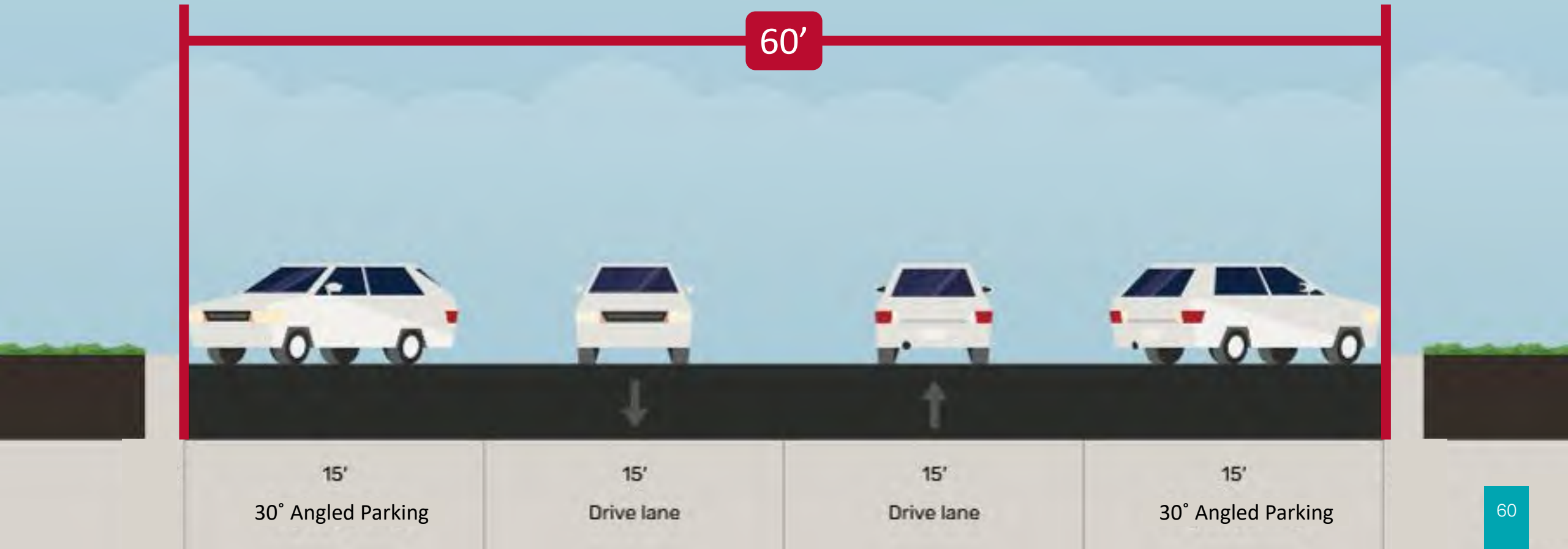


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# Two Drive Lanes with Two-Sided 30˚ Angle Parking

## POTENTIAL OPTION 3



# Potential Locations of Revised Street Parking

- 12th Street – White to Jackson
- 16th Street – Iowa to Central
- 16th Street - Central to White
- 17th Street – Central to White
- 19th Street – Central to White



# Overall:

One side angle parking would fit with little impact

- *would likely gain no new spaces, but could argue more user friendly*

One side angle parking with one side parallel parking would fit, but would cut into the boulevard/grass strip 3-4 feet on each side of street. Or sidewalk area if it's a wide sidewalk up next to the curb.

- *could gain up to 25% more spaces*

Two sided angle parking would be 60-61' pending on the angle of the parking. Most ROW is 72 feet. This would leave a 5' sidewalk to deal with vehicle overhang and walking area.

- *would gain 50% more spaces, but this is too tight for a downtown and not recommended*

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September 8, 2026

**City of Dubuque**
**City Council**

**PROCLAMATIONS # 1.**

---

| | |
|---|---|
| **ITEM TITLE:** | Days of Peace and Nonviolence (September 6 - October 4, 2026) |
| **SUMMARY:** | On behalf of the Dubuque International Day of Peace Coordinating Committee. |
| **SUGGUESTED DISPOSITION:** | |

**ATTACHMENTS:**

1. Proclamation

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

# PROCLAMATION

WHEREAS, the issue of peace embraces the deepest hopes of all peoples, and remains humanity's guiding inspiration; In 1981, the United Nations proclaimed the International Day of Peace be "devoted to commemorating and strengthening the ideals of peace both within and among all nations and peoples;" and

WHEREAS, the United Nations expanded the observance of the International Day of Peace in 2001 to include the call for a day of global ceasefire and non-violence, and invited all nations and people to honor a cessation of hostilities for the duration of the Day of Peace; and

WHEREAS, there is growing support within our nation for the observance of the International Day of Peace, including a group of Dubuque-area residents inviting all to create a culture of peace by participating in a city-wide celebration from Sunday, September 6th to Sunday, October 4th; and

WHEREAS, local and global violence impels all residents to work toward converting humanity's noblest aspirations for world peace into a practical reality. It is possible to see our community and world turn from violent to nonviolent solutions within our lifetimes; and

WHEREAS, the Dubuque Day of Peace organizing committee's 2026 focus will be "Celebrating 250 Years of U.S Herstory" with a portrayal of Mother Jones by Debra Ann Miller on Monday, September 21 from 7-8:30 pm in St. Joseph Auditorium, Hoffmann Hall, 661-699 Loras Blvd, Loras College.

NOW THEREFORE, I, BRAD CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE DO HEREBY RECOGNIZE **THE UNITED NATIONS INTERNATIONAL DAY OF PEACE** AND PROCLAIM **SEPTEMBER 6TH TO OCTOBER 4TH, 2026, AS DAYS OF PEACE AND NONVIOLENCE** IN THE CITY OF DUBUQUE, IOWA AND CALL UPON THE RESIDENTS OF DUBUQUE TO FURTHER AFFIRM A VISION OF OUR WORLD AT PEACE BY FOSTERING COOPERATION BETWEEN INDIVIDUALS, ORGANIZATIONS, AND NATIONS.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed 8th day of September 2026

_____
Brad Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

2026 & 2025: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Art Roche & R.R.S. Stewart (Day of Peace Committee)

2024 & 2023: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Art Roche & R.R.S. Stewart (Day of Peace Committee)

2022 & 2021: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Art Roche & R.R.S. Stewart (Day of Peace Committee)

2020 & 2019: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Barb Ilten (DoP Committee)

2018: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Art Roche, Barb Ilten, DoP & R.R.S. Stewart (DoP Committee)

2017: Submitted by R.R.S. Stewart of the Dubuque Community Police Relations Committee, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Judy Schmidt & R.R.S. Stewart (DoP Committee)

2016: Submitted by R.R.S. Stewart of the City of Dubuque Transit Advisory Board, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Evelyn Nadeau (DoP Committee)

2015: Submitted by R.R.S. Stewart of the City of Dubuque Transit Advisory Board, Dubuque for Refugee Children and Dubuque Branch NAACP on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Art Roche (DoP Committee)

2014: Submitted by Vice-Chair R.R.S. Stewart of the Dubuque Human Rights Commission (DHRC) on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Kathy Sutton (Dubuque Day of Peace organizing committee) and representatives of DHRC, ***This is How we*** **BBQ in DBQ**, and Dubuque Branch NAACP.

2013: Submitted by Vice-Chair R.R.S. Stewart of the Dubuque Human Rights Commission (DHRC) on behalf of the Dubuque International Day of Peace Coordinating Committee ***To Be Accepted by***: Kathy Sutton (Dubuque Day of Peace organizing committee), Anthony Allen of DHRC, the Multicultural Family Center, NAACP and the Jule (Dubuque Transit) Advisory Board.

2012 & 2011: Submitted by Michelle Balek, OSF on behalf of the Dubuque International Day of Peace Coordinating Committee. ***Accepted by***: Sr. Amy Golm, BVM (IDP Coordinating Committee) and representatives of the Speak Your Peace Initiative, the Dubuque Human Rights Commission, faces&voices, the Multicultural Family Center, Dubuque Branch NAACP and the Dubuque Transit Authority Advisory Board.

2010: Submitted by Human Rights Director Kelly Larson on behalf of Dubuque's International Day of Peace Coordinating Committee. Accepted by Sr. Dolores Ullrich and representatives.

2009: Submitted by the Leadership Team of the Sisters of St. Francis, 3390 Windsor Avenue. Accepted by Sr. Pat Farrell with 2 originals going to the Sisters of St. Francis and

International Day of Peace NGO Committee, PO Box 340, Roosevelt, NJ 08555-0340

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 1.**

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**ITEM TITLE:** Minutes and Reports Submitted

**SUMMARY:** City Council Proceedings of August 17, 18, 24, 25, and 27, 2026; Airport Commission of February 23, March 24, April 28 and May 26, 2026; Arts and Cultural Affairs Advisory Commission of March 24, April 28, May 26 and June 23, 2026; Arts and Cultural Affairs Advisory Commission Art on the River Committee of March 12 and May 21, 2026; Board of Library Trustees of March 26, April 16 and May 28, 2026; Board of Library Trustees Updates of May 28 and June 25, 2026; Five Flags Civic Center Advisory Commission of December 1, 2025 and April 2, 2026; Civil Service Commission of March 11, April 14, and May 13, 2026; Historic Preservation Commission of July 16, 2026; Human Rights Commission of May 11, 2026; Long Range Planning Advisory Commission of May 20, 2026; Park and Recreation Advisory Commission of March 10, April 8, May 12, and June 9, 2026; Zoning Advisory Commision of July 1, 2026; Zoning Board of Adjustment of July 23, 2026; Proof of Publication for City Council Proceedings of August 3, 17, and 18, 2026 and related Expenditure Reports.

**SUGGUESTED DISPOSITION:** Receive and File

**ATTACHMENTS:**

1. 8 17 26 City Council Minutes
2. 8 18 26 City Council Minutes
3. Proof of Publication for City Council Proceedings of 8 3 26 and related expenditure report
4. Airport Commission Minutes of February 23 2026
5. Airport Commission Minutes of March 24 2026
6. Airport Commission Minutes of April 28 2026
7. Airport Commission Minutes of May 26 2026
8. Arts Commission Minutes 5.26.26
9. Arts Commission Minutes 4.28.26
10. Arts Commission Minutes 3.24.26
11. Arts Commission Minutes 6.23.26

12. Five Flags Civic Center Advisory Commission Minutes of February 2026
13. Civil Service Minutes April
14. Civil Service Minutes March
15. Civil Service Minutes May
16. Historic Preservation Commission Minutes
17. Human Rights Commission Minutes
18. Library Board of Trustees Council_Update_05_28
19. Library Board of Trustees Council_Update_06_25
20. Library Board of Trustees April 16 2026 Minutes
21. Library Board of Trustees Minutes 3-10-26
22. Library Board of Trustees May 2026 Signed Minutes
23. Long Range Planning Advisory Commission Minutes
24. Parks and Recreating Advisory Commission Minutes - May
25. Parks and Recreating Advisory Commission Minutes - April
26. Parks and Recreating Advisory Commission Minutes - March
27. Parks and Recreating Advisory Commission Minutes - June
28. Five Flags Civic Center Advisory Commission Minutes of December 2025
29. 8 25 26 City Council Minutes
30. 8 27 26 City Council Minutes
31. 8 24 26 City Council Minutes
32. 8 17 26 Proceedings Proof
33. 8 18 26 Proceedings Proof
34. 8 17 26 Expenditure Report Proof
35. Zoning Advisory Commission Minutes
36. Zoning Board of Adjustment Minutes

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

The Dubuque City Council met in special session at 5:15 p.m. on August 17, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on data center information and community input.

**WORK SESSION**
**Data Center Information & Community Input Report**

City Attorney Brumwell and Assistant City Manager Cori Burbach provided a presentation regarding data center information and community input. City Council Members discussed the constraints associated with hyperscale data centers within the Dubuque city limits, including topographical conditions and limited available land. Council Members identified priorities for a future ordinance, including environmental and operational considerations such as electrical and water usage, noise mitigation, stormwater management, decommissioning requirements, and size thresholds for applicability. Brumwell noted that a formal agreement in addition to an ordinance could provide the City with greater flexibility, options, and accountability, including through requirements for letters of credit or bonds. Brumwell discussed potential legal limitations on regulating development on privately owned property and indicated she would coordinate with appropriate City departments regarding additional ordinance components. While the City may have limited authority to regulate utilities directly, she noted that the City could require companies to report associated usage data. Van Milligen clarified that taxes would be assessed based on property valuation. Council Members expressed support for a hybrid ordinance structure that would use the zoning code to identify data centers and establish size thresholds for review, with a separate section outlining detailed operational requirements. The Council requested a six-month moratorium, with the option for extension if necessary, and directed staff to present the moratorium at the September 8, 2026, City Council meeting. Council Members reiterated that no data center proposal has been submitted within the City of Dubuque and emphasized the importance of allowing sufficient time to establish an appropriate and well-informed review process.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:27 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on August 17, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

## PLEDGE OF ALLEGIANCE

## PROCLAMATIONS

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2026) was accepted by Co-Chairs Brian Hallstoos and Ernestine Moss on behalf of the Nathaniel Morgan Memorial Committee.

## CONSENT ITEMS

Austin Bodenhofer, 119 W. 23rd St., requested Item No. 2 be held for separate discussion. Sprank requested Item No. 5 be held. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 2 and 5. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of August 3, 2026; Community Development Advisory Commission of June 26, 2026; Proof of Publication for City Council Proceedings of July 6 and 20, 2026 and Expenditure Reports for periods of May 1 through July 10 and July 11 through July 16, 2026. Upon motion the documents were received and filed.

2. Notice of Appeal of Claim: Motion by Sprank to receive and file the documents and refer to the City Attorney. Seconded by Resnick. Bodenhofer requested the City Council grant his appeal and summarized the circumstances that resulted in damage to his vehicle. Motion carried 7-0.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 303-26 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

4. Notice of Award and Request to Execute Agreement for 2026-2027 City of Dubuque AmeriCorps Program: Creating Opportunities: Upon motion the documents were received, filed, and approved.

5. FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan: Motion by Sprank to receive and file the documents and approve the City of Dubuque's FY 2027 update to the Dubuque County 5-Year REAP Plan. Seconded by Wethal. At Council's request, Van Milligen read a memo from Parks and Recreation Director Matt Kalcevich regarding updates to Eagle Point Park. Van Milligen also provided information on the Jeffris Family Foundation Grant, for which staff have applied and are pending confirmation on the outcome. Cavanagh noted that

Kalcevich's memo had been requested ahead of goal-setting discussions and asked that it be included with the goal-setting materials. Breitfelder confirmed that the memo can be posted on the City's website until the goal-setting agendas are ready for publication. In response to a question about whether residents could offer input on Eagle Point Park at this time, Brumwell clarified that because the agenda item pertained specifically to REAP, any public comments should address that topic rather than Eagle Point Park improvements. Motion carried 7-0.

6. Fire Headquarters Construction Contract Approval - HQ Bunkroom: Upon motion the documents were received and filed, and Resolution No. 304-26 Awarding The Public Improvement Contract For The Fire Department Bunk Room Remodel was adopted.

7. Final Plat of Swiss Valley Estates: Upon motion the documents were received and filed, and Resolution No. 305-26 Authorizing Approval Of The Final Plat Of Swiss Valley Estates, Dubuque County, Iowa was adopted.

8. Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 1: Upon motion the documents were received and filed, and Resolution No. 306-26 Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2027 For The City Of Dubuque, Iowa was adopted.

9. Adoption of Supplement Number 2026 S-20 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 307-26 Adopting Supplement No. 2026 S-20 To The Code of Ordinances Of The City Of Dubuque, Iowa was adopted.

10. Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award: Upon motion the documents were received and filed, and Resolution No. 308-26 Awarding Public Improvement Contract For The Dodds And Sinclair Terminal Contaminated Soil Removal Project was adopted.

11. Signed Contracts: Bauer Built for Tire Changes/Repairs for Transportation Services buses/vehicles; Dubuque County for enforcement of delinquent parking tickets; Dubuque Forward, LLC for Design and Installation of Lighting on Historic Town Clock; Environmental Systems Research Institute, Inc. for Small Government and Local Utility EA Esri Advantage Program; FIRE RECOVERY USA, LLC for billing services; Graymont Western Lime for the City of Dubuque Water High Calcium Quicklime Bid Documents 2026; Green Valley Landscaping for City Detention Basin Maintenance; Hills and Dales for FY 2027 Special Services Grant Program Agreement; Holy Family Catholic Schools for Temporary Parking License Agreement; KorTerra, Inc. for software-as-a-service; Municipal Well & Pump for Well No. 7 Rehabilitation – Phase 3 Project; Top Grade Excavating, Inc. for the Dodds and Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street. Upon motion the documents were received and filed.

12. Public Improvement Contracts with Performance, Payment, and Maintenance Bonds: Black Hawk Roof Company, Inc. for the Municipal Services Center Roof Replacement Project; Gansen Excavating, Inc. for Historic Millwork Outdoor Community Space Parking; Globalcom Technologies for City Facility Security Upgrade - City Hall Acre-Feenics Installation. Upon motion the documents were received, filed, and approved.

13. Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E. 16th Street: City Manager recommended City Council approval of a letter of support to accompany the

Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 360 E. 16th Street in Dubuque. Upon motion the documents were received, filed, and approved.

14. 1199 Central Avenue, Release of Real Estate Mortgage: Upon motion the documents were received, filed, and approved.

15. Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project: Upon motion the documents were received and filed, and Resolution No. 309-26 Approving An Agreement Between The City Of Dubuque, Iowa And Eric McFadden was adopted.

16. Correction of the 2527 Washington Street Special Warranty Deed and Request for Approval of Revised Document: Upon motion the documents were received and filed, and Resolution No. 310-26 Approving A Corrected Special Warranty Deed And Authorizing Execution And Recording Of The Document was adopted.

17. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 311-26 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.

18. Approval of Retail Tobacco Permit and Device Retailer Permit Applications: Upon motion the documents were received and filed, and Resolution No. 312-26 Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3 was adopted.

## ITEMS SET FOR PUBLIC HEARING

Motion by 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. Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa: Upon motion the documents were received and filed and Resolution No. 313-26 Intent To Dispose Of City Interest By Grant Of Embankment Easement To Holy Family Catholic Schools, Dubuque, Iowa, Across Part Of Lot 1 Of Mineral Lot 383 All In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 8, 2026 in the Historic Federal Building.

2. Setting Public Hearing for Consenting to the Renewal of Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank: Upon motion the documents were received and filed and Resolution No. 314-26 Setting A Date For A Public Hearing To Consent To The Renewal Of The Operating Line Of Credit Between The Dubuque Racing Association LTD. And Nicolet National Bank was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 8, 2026 in the Historic Federal Building.

## BOARDS/COMMISSIONS

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

1. Airport Commission: Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker). Applicants: Michael Finnin, 1129 Hunters Ridge; Michael Phillips, 955 Washington St.; Molly Grover, 2245 Green St.; Matthew Mohr, 560 Sunset Ridge. Grover and Mohr spoke in support of their applications.

2. Housing Commission: One, 3-Year term through August 17, 2029 (Expiring term of Eudaley). Amy Eudaley, 950 Wood St.

Appointments were made to the following boards/commissions.

1. Community Development Advisory Commission: One, 3-Year term through February 15, 2028 (Vacant Low/Moderate Income Representative term of Jeter); One, 3-Year term through February 15, 2029 (Vacant At-Large term of Monzena). Applicants: Rakitta Fischer, 2409 Jackson St. (Qualifies for At-Large term and Low/Moderate Income Rep. term); Paul Uzel, 61 North Algona St. (Qualifies for At-Large term). Motion by Roussell to appoint Fischer to the low/moderate income representative term. Seconded by Sprank. Motion carried 7-0.

Motion by Sprank to appoint Uzel to the at-large term. Seconded by Wethal. Motion carried 7-0.

2. Transit Advisory Board: Three, 3-Year terms through July 30, 2029 (Expiring terms of Brown, Orwoll, and Serna). Applicants: Marilyn Cole, 1321 Tomahawk Dr.; Greg Orwoll, 2635 West 32nd St.; Dora Serna, 2160 Marion St. Motion by Roussell to appoint Cole, Orwoll, and Serna to the terms. Seconded by Resnick. Motion carried 7-0.

## PUBLIC HEARINGS

1. Wacker Plaza Planned Unit Development Amendment: 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. 32-26 Amending Title 16, The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 40-89 And 50-05 Which Provides Regulations For A PUD Planned Unit Development District With A PC Planned Commercial Designation For The Wacker Plaza PUD District At 800 And 806 Wacker Drive And Now Being Amended To Update The Conceptual Development Plan And To Modify Parking And Signage Regulations. Seconded by Wethal. Motion carried 7-0.

2. Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 315-26 Approving An Amended And Restated Lease Agreement By And Between The City Of Dubuque And RG Hospitality, LLC For Real Property In The City Of Dubuque, Iowa. Seconded by Wethal. David Westergaard, Chief Financial Officer of RG HOSPITALITY, LLC, Rapid City, SD, 57701, virtually summarized the proposed updates to the Grand Harbor Hotel. Jimmy Evans of Choice Hotels virtually summarized the company's partnership with the Riddle Group. David Downs, 1070 Main St., questioned the duration of the lease. Economic Development Director Jill Connors stated that the Development Agreement includes a stipulation for annual reviews of the property.

Westergaard explained that the company's financial institution requested a 50-year lease. City Council Members shared that the City only leases riverfront property and expressed support for the lease duration. Motion carried 7-0.

3. Petition to Vacate Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 316-26 Vacating Of A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right Of Way, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa and No. 317-26 Disposing Of City Interest In A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right Of Way, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

4. JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents: Motion by Wethal to receive and file the documents and adopt Resolution No. 318-26 JFK Tower Interior Piping And Expansion Joint Replacement Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Resnick. Motion carried 7-0.

## PUBLIC INPUT

The following individuals provided input on Eagle Point Park, highlighting a variety of concerns with its upkeep and requesting City Council prioritize it during goal setting: George Davis, 120 S. Grandview Ave.; Karl Stieglitz, 533 Lowell St.; William Meyer, 1856 Rhomberg Ave.; Greg Freiburger, 22616 Starview Dr.; Maria McDonald, 1125 Highland Pl.; Katherine Sorenson, 2613 Jackson St.; Karen Rokusek, 12428 Augusta Ct.; Phil Levos, 980 S. Grandview; Mary Bowden, 2069 Avalon; Mike Hoskins, 3052 Westmore Dr.; Leonard Dress, 541 Groveland Pl.; Jeff Small, 13924 Surrey Ln; and David Downs, 1070 Main St.

Nino Erba, 180 W 15th St. Apt. 306, provided comments regarding the timing of City grant programs and recommended approaches for gathering community input related to brownfield site cleanup.

Breitfelder announced receipt of written input from Jill Pankow, 2620 Marquette Pl., regarding concerns about Eagle Point Park.

## ACTION ITEMS

1. Resolution Amending Lot Name For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 319-26 Resolution Amending City Council Resolution No. 293-26, No. 295-26, No. 316-26 (Resolution Vacating Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa), And No. 317-26 (Resolution Disposing Of Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa). Seconded by Wethal. Motion carried 7-0.

2. Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 320-26 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Thunder Valley, LLC. Seconded by Roussell. Economic Development Director Jill Connors outlined the department's procedure for reviewing a developer's history of compliance with other City departments prior to entering into any agreements. Van Milligen provided an overview of upcoming

state-mandated limitations on the City's ability to capture tax-abatement-related valuation growth. He also stated his intent to recommend that the City Council discontinue housing incentives for market-rate projects outside the downtown district while maintaining incentives for workforce and affordable housing both within and outside the downtown area. City Council Members discussed which incentives remain necessary and emphasized the need for additional data regarding current housing demand and the occupancy levels of existing apartment units. Motion carried 5-2 with Staver and Leyendecker voting nay.

3. North American Trainer Association (NATA) Formation Flight Training at Dubuque Regional Airport Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Leyendecker. City staff showed a video of the North American Trainer Association (NATA) conducting their annual formation flight training at the Dubuque Regional Airport (DBQ) before EAA AirVenture in Oshkosh, Wisconsin. This video can also be viewed at https://youtu.be/J0eP1YM1Cos?si=HFiosGDIMZTrlbsm. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Roussell reported on an upcoming Friends of Dubuque Parks event at Eagle Point Park.

Leyendecker reported on the recent Major League Baseball (MLB) game at the Field of Dreams.

Sprank reported on the National Night Out event, Crescent Community Health Center's 20th anniversary celebration, the Art on the River opening reception, DubuqueFest, and the Dubuque Area Labor Harvest's food giveaway.

Resnick reported on DubuqueFest, the Art on the River reception, the Environmental Protection Agency's (EPA) Brownfields welcome event, and service on Four Mounds Foundations' Board.

Wethal reported on an NAACP Housing Commission meeting, Crescent's anniversary, and the MLB game.

Cavanagh welcomed all incoming college students and reported on welcoming the EPA Region 7 Administrator and the MLB game.

## CLOSED SESSION

Motion by Wethal to convene in closed session at 8:39 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 attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Assistant City Attorney Jason Lehman. Motion carried 7-0.

The City Council reconvened in open session at 10:43 p.m. stating that staff had been given proper direction.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:43 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 5:15 p.m. on August 18, 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 (attended virtually), City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of discussing the process for the City Manager Executive Recruitment RFP Submissions.

## SPECIAL SESSION
## City Manager Executive Recruitment RFP Submissions

Motion by Resnick to receive and file the documents and to engage in discussion regarding the City Council's approach to evaluating and vetting an executive recruitment firm for the Request for Proposals (RFP) for City Manager Executive Recruitment Services. Seconded by Sprank. City Council Members affirmed their desire to participate collectively in the evaluation of responses to the RFP and identified several key criteria they consider important in the review process. Van Milligen stated that although his final working day is planned for May 28, 2027, he is willing to extend his service if needed. Talent Acquisition Manager Kristen Dietz and Brumwell provided an overview of the Human Resources Department's standard candidate evaluation procedures. Dietz indicated she will prepare a formal evaluation matrix for Council use. Brumwell confirmed that, because the full City Council will be participating in the evaluation process, meeting agendas will be posted in accordance with Iowa Code Chapter 21. Council Members agreed that Mondays outside of regular City Council meetings are generally workable for scheduling additional sessions. They consented to being polled by the City Manager's Office regarding their specific availability for the next meeting and subsequent meetings. Motion carried 7-0.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 5:59 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

# STATE OF IOWA SS:
# DUBUQUE COUNTY

**CERTIFICATE OF PUBLICATION**

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

08/12/2026

and for which the charge is 392.69

Kathy Goetzinger

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

this 12th day of August, 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 August 3, 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 (arrived during the first work session), 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 Iowa Senate File 2472 and Imagine Dubuque.

WORK SESSIONS

Iowa Senate File 2472 and Impacts on the City of Dubuque

Chief Financial Officer Jennifer Larson made a presentation on Iowa Senate File 2472. Larson and Van Milligen responded to questions on implementation timeframes. City Council Members shared concerns about the uncertainty surrounding how the legislation will be implemented and its outcomes.

This work session concluded at 5:56 p.m.

Imagine Dubuque Update

Planning Services Director Wally Wernimont and Assistant Planner and Imagine Dubuque Project Manager Jason Duba presented on Imagine Dubuque Implementation. In response to a question, Wernimont confirmed that staff can track visits to the Imagine Dubuque webpage and report those numbers to the Council.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:20 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on August 3, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

Roussell requested Item No. 12 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except No. 12. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of July 20, 2026; Historic Preservation Commission of June 18, 2026; Zoning Board of Adjustment of June 25, 2026. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lora David for vehicle damage; Sheri Henschel for property damage; Kay Konrady for

vehicle damage; Patti Richey for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Rick Ackley for property damage; Lora David for vehicle damage; Sheri Henschel for property damage; Kay Konrardy for vehicle damage; Patti Richey for property damage; Terry Willenborg 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. 291-26 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. Eagle Point Water Treatment Plant Boiler Replacement Project - Consulting Engineering Design Services Contract Award Recommendation: City Manager recommended City Council approval of Strand Associates, Inc. of Madison, Wisconsin for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) as a part of a request for qualifications (RFQ) process and to request authorization from City Council to enter into contract negotiations to provide professional design services for the project. Upon motion the documents were received, filed, and approved.

6. Kohl's Department Stores #985 2025 and 2026 Property Tax Appeal Stipulation of Settlement Notice: Senior Counsel transmitted notice of a Stipulation of Settlement for a 2025 and 2026 property tax appeal filed by Kohl's Department Stores for their property located at 2995 NW Arterial, Parcel No. 1017426003. Upon motion the documents were received and filed.

7. Garbage Collection Assessments: Upon motion the documents were received and filed, and Resolution No. 292-26 Authorizing The City To Collect Delinquent Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

8. Approval of 2025 City Council Proceedings: Upon motion the documents were received, filed, and approved.

9. Approval of Plat of Survey (Vacation) of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project: Upon motion the documents were received and filed, and Resolution No. 293-26 Approving The Plat Of Survey For Proposed Vacated Street Right Of Way In Part Of City Lot 25A, In The City Of Dubuque, Iowa was adopted.

10. Signed Contracts: Clockwork Partners to provide and service viewing towers at Eagle Point Park; East Central Intergovernmental Association for the EPA FY26 Brownfield Assessment Grant; Eastern Iowa Excavating & Concrete, LLC for the 9th St. Brick Removal and Pave; Eastern Iowa Excavating & Concrete, LLC for the Greyhound Park Water Main Looping Project; EMS Industrial, Inc - Energetics & Badger Electric Motor for Port Ramp Compressor Repairs; F & W Service Company for Inspections on Mechanic Shop Lift; Geograph for Crescent Link Tier 1 Annual Enterprise Site Subscription; HDR Engineering, Inc. for Task Order Nine for the EW Corridor

BUILD Grant Support; Kruser Septic Service for WRRC Primary Clarifier Cleaning; Lange Sign Group for the Five Flags Digital Sign Replacement; Leslein Trucking for Lime Residuals (Lime Sludge) Removal, Hauling, Transportation, Storage and Disposal Services 2026; Oak View Group for August 12, 2026 Event; Site Access Agreement with Holy Family Catholic Schools; TSYS Merchant Solutions, LLC for Amended Rates. Upon motion the documents were received and filed.

11. Public Improvement Contracts with Performance, Payment, and Maintenance Bonds: Eastern Iowa Directional Drillers, LLC for the Southwest Arterial/US 52 ITS Corridor Project; JQ Construction, LLC for the Lead Service Line Replacement Phase 2 Project. Upon motion the documents were received, filed, and approved.

12. Recommendation for net increase in Human Resources Department of 1.0 FTE for the addition of the Workforce and Compensation Analyst position: Motion by Roussell to receive and file the documents and approve the creation of a Workforce & Compensation Analyst position as part of a Human Resources Department restructuring. Seconded by Sprank. Chief Human Resources Officer Shelley Stickfort summarized the position and the departments long-term organizational structure goals. Van Milligen confirmed that while staff have identified current fiscal savings from staff vacancies to fund the position, funding for future fiscal years will need to be identified. Van Milligen also summarized the City Councils prioritization of staff recruitment and retention and the resulting increase in Human Resources activities. City Council Members discussed how the expanding role of artificial intelligence (AI) might impact the position and the budget process used to evaluate additions to staffing. Motion carried 5-2 with Wethal and Leyendecker voting nay.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings for August 17, 2026, beginning at 6:30 p.m. in the Historic Federal Building. Seconded by Leyendecker. Motion carried 7-0.

1. JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Set a Public Hearing and Initiate Public Bidding: Upon motion the documents were received and filed and Resolution No. 294-26 JFK Tower Interior Piping And Expansion Joint 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 was adopted, therefore setting a public hearing.

2. Setting a Public Hearing - Petition for Vacation and Disposal of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa: Upon motion the documents were received and filed and Resolution No. 295-26 Of Intent For The Vacation And Disposal Of A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right Of Way, To Be Known As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa was adopted, therefore setting a public hearing.

3. Greeley Street Utility Reconstruction Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 296-26 Greeley Street Utility Reconstruction

Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted, therefore setting a public hearing.

4. Resolution Setting a Public Hearing To Consider the Amended and Restated Lease Agreement By and Between the City Of Dubuque and RG HOSPITALITY, LLC for the Grand Harbor Hotel: Upon motion the documents were received and filed and Resolution No. 297-26 Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And RG Hospitality, LLC For Real Property In The City Of Dubuque, Iowa was adopted, therefore setting a public hearing.

BOARDS/COMMISSIONS

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

1. Community Development Advisory Commission: One, 3-Year term through February 15, 2028 (Vacant Low/Moderate Income Rep. term of Jeter); One, 3-Year term through February 15, 2029 (Vacant At-Large term of Monzena). Applicants: Rakitta Fischer, 2409 Jackson St. (Qualifies for At-Large term and Low/Moderate Income Rep. term); Paul Uzel, 61 North Algona St. (Qualifies for At-Large term).

2. Transit Advisory Board: Three, 3-Year terms through July 30, 2029 (Expiring terms of Brown, Orwoll, and Serna). Applicants: Marilyn Cole, 1321 Tomahawk Dr.; Greg Orwoll, 2635 West 32nd St.; Dora Serna, 2160 Marion St.

PUBLIC HEARINGS

1. Communications Facility License Agreement: NCWPCS MPL 29 - Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower): Motion by Resnick to receive and file the documents and adopt Resolution No. 298-26 Approving The Communications Facility License Agreement By And Between The City Of Dubuque And NCWPCS MPL 29 Year Sites Tower Holdings LLC For Real Property Located In The City Of Dubuque, Iowa. Seconded by Sprank. Motion carried 7-0.

2. Dubuque Fire Headquarters Bunkroom Remodel Project: Motion by Wethal to receive and file the documents and adopt Resolution No. 299-26 Dubuque Fire Headquarters Bunkroom Remodel Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Sprank. In response to a question, Van Milligen and Fire Chief Amy Scheller confirmed that although the department is currently conducting a facilities evaluation, Fire Headquarters will remain at its present location. Motion carried 7-0.

3. Public Hearing for the Issuance of Not to Exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Terminal Street Pumping Station Rehabilitation Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 300-26 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Wethal. Motion carried 7-0.

4. Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Water & Resource Recovery Center Industrial Controls Project: Motion by Wethal to receive and

file the documents and adopt Resolution No. 301-26 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Roussell. Van Milligen clarified that the project involves replacement of the existing control system as part of routine maintenance and is unrelated to the previous explosion at the facility. Motion carried 7-0.

PUBLIC INPUT

Lincoln Elementary School Principal Megan Elsinger, 555 Nevada St., spoke in support of Action Item No. 2, summarizing the need to convert the street to one-way.

Carolyn Kelley, of Dubuque Forward, 900 Jackson St., thanked the City for its support in lighting the Town Clock and shared that the organization is interested in engaging with the City regarding Action Item No. 3.

Jean McDonald, 3120 Eagle Point Dr.; Jane Schmidt, 1377 Wood St.; and Leonard Dress, 541 Groveland Pl., summarized concerns with Eagle Point Park and requested it become a City Council priority.

Nino Erba, 180 W. 15th St. Apt. 306, emphasized the Data Center Information & Community Input Report Work Session be adequately publicized as a session occurring before the regular City Council meeting.

ACTION ITEMS

1. FY27 Dubuque Regional Humane Society Contracted Services Agreement and Negotiations: Motion by Resnick to receive and file the documents and approve a five-year contracted services agreement between the City of Dubuque and the Dubuque Regional Humane Society effective July 1, 2026-June 30, 2031. Seconded by Roussell. Public Health Director Mary Rose Corrigan summarized the history of the Citys contract with the Humane Society and outlined potential options for housing and impounding stray, abandoned, lost, or held animals should the City discontinue that service with the Humane Society. She also noted that staff can review how other cities manage similar needs. City Council members expressed the need for a broader discussion on the issue. Motion carried 7-0.

2. Nevada St. One-Way Pilot Conversion between Forest Ln. and W. 5th St. adjacent to Lincoln Elementary School: 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 Leyendecker. City Engineer Gus Psihoyos explained that the one-way conversion had previously been implemented as a pilot and that the proposed ordinance would make the change permanent. He also noted that staff can install speed counters at intersections near the school to assess whether speeding is occurring and can review available speed-control alert options. Principal Elsinger added that crossing guards are stationed at the intersection of W.?5th?Street and Nevada to enhance safety. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 31-26 Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic, Chapter 7 Operation, Section 321.305 One-Way Streets. Seconded by Leyendecker. Motion carried 7-0.

3. Downtown Master Plan Update Request for Proposals (RFP): Motion by Wethal to receive and file the documents and adopt Resolution No. 302-26 Authorizing The Release And Posting Of

The Request For Proposals For The Downtown Master Plan Update, City Of Dubuque, Iowa. Seconded by Sprank. Planning Services Director Wally Wernimont summarized the purpose of the plan along with its boundaries and proposed timeline. City Council Members commented on the timeline, offering suggestions that ranged from confirming with the selected consultant whether the proposed schedule is realistic to postponing the RFP process until several ongoing downtown projects are completed. City Council Members also emphasized the importance of leveraging other plans, partnering with stakeholders, and incorporating community input. Motion carried 6-1 with Staver voting nay.

4. Opportunity Zone 2.0 Application Submission: Motion by Resnick to receive and file the documents and approve submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA). Seconded by Wethal. Motion carried 7-0.

5. Work Session Request: Data Center Information & Community Input Report: Motion by Resnick to receive and file the documents and schedule the work session for August 17, 2026, at 5:15 pm. Seconded by Sprank. City Council Members clarified that the session will not include a public comment period and is intended to review the collection of previous input received on data centers. Motion carried 7-0.

6. Work Session Request: Parks and Recreation Aquatic Facility Study: Motion by Roussell to receive and file the documents and schedule the work session for September 21, 2026, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

7. Auburn Street and Custer Street Infrastructure Reconstruction Project Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Leyendecker. City staff showed a video of the Auburn and Custer Street Reconstruction Project, which is upgrading century-old infrastructure and modernizing water, sanitary sewer, and stormwater systems. The video can be seen on the City's YouTube channel at https://youtu.be/9_YkqSjs_Ec?si = YqbTNv_oaEB98_UY. Motion carried 7-0.

8. Public Works Sewer Maintenance Crew Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Leyendecker. City staff showed a video of the Public Works Department's sewer crew. This video can be seen on the City's YouTube channel at: https://youtu.be/OHVlw0-xSaQ?si = gUld3cZg1N0v9T3k. Motion carried 7-0.

9. Dubuque Welcomes RAGBRAI Video: Motion by Leyendecker to receive and file the documents and view the video. Seconded by Resnick. City staff showed a video highlighting the 2026 edition of the Register's Annual Great Bike Ride Across Iowa (RAGBRAI), which ended in Dubuque on Saturday, July 25. This video can also be viewed on the City's YouTube at https://youtu.be/OH2_Y_2e85w. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Roussell reported on recent and upcoming volunteer efforts with Friends of Dubuque Parks.

Wethal reported on the Dubuque Museum of Arts annual meeting and the point in time count.

Sprank reported on participating in a baseball event with special needs kids in Dyersville and the Citys Data Center Public Input Sessions.

Resnick remarked that he was glad to see an emphasis on positive developments taking place.

Cavanagh reported on distributing soccer balls to members of Miracle League as part of a partnership with FIFA through the U.S. Conference of Mayors. Cavanah also reported on the Dubuque County Fair and hosting Mayor Hiroto Fujii from Minokamo, Gifu Prefecture, Japan.

CLOSED SESSION

Motion by Wethal to convene in closed session at 8:52 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Staver. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:22 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:22 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 8/12

# 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:

08/12/2026

and for which the charge is 615.09

Kathy Goetzinger

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

this 12th day of August, 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
07/16/2026 ? 07/30/2026
EXPENDITURES BY PURPOSE AND VENDOR
Vendor, Description, Amount;
3M, (N) FO - ElectroCut Film, $1,353.24; 7G DISTRIBUTING LLC, Alcohol Purchase Recreation, 4,044.88; A & G ELECTRIC COMPA, EV Bus Charging Station Application 1, 60,907.35; A-1 MOBILE STORAGE S, STORAGE CONTAINER FOR BRANCHING OUT DBQ, 175.00; AARON DOUGLAS, TREE REMOVAL, 6,000.00; ABELN ABSTRACT, 2527 Washington St. - Abein Abstract - City Owned, 325.00; ABELN ABSTRACT, 821 Garfield - Abeln Abstract - City Owned Proper., 325.00; ACCESS TECHNOLOGIES, FY27 Copy and Print Costs for Malfunctions, 458.29; ACCO UNLIMITED CORPO, POOL CHEMICALS, 2,323.40; Acuren Inspection In, 3236# - SERVICE CRANE INSPECTION - 6/16/2026, 325.00; Acuren Inspection In, 3305# - SERVICE CRANE INSPECTION - 6/16/2026, 245.00; Acuren Inspection In, 3309# - SERVICE - CRANE INSPECTION - 6/16/2026, 351.00; Acuren Inspection In, 420001# - SERVICE CRANE INSPECTION - 6/16/2026, 245.00; Acuren Inspection In, 420002# - SERVICE CRANE INSPECTION - 6/16/2026, 245.00; Acuren Inspection In, 4909# - SERVICE CRANE INSPECTION - 6/16/2026, 245.00; Acuren Inspection In, 4910# - SERVICE CRANE INSPECTION - 6/16/2026, 245.00; ADDOCO INC, MULCH FOR GREENHOUSE AREAS, 1,483.00; Advanced Turf Soluti, TURF CHEMICALS, 2,353.00; ADVANTAGE SHEET META, FY27 HVAC Services City Hall, 1,204.60; AHMANN'S LAWN CARE I, LAWN CARE AT MCCOY LOT-FY27, 425.00; AIRGAS USA LLC, (N) SWS- FY 27 Airgas Tank Rental LF, 10.80; AIRGAS USA LLC, FY2027 BLANKET PO-CO2 FOR WATER TREATMENT PROCESS, 2,995.84; AIRGAS USA LLC, FY2027 BLANKET PO-TANK RENTALS, 5.40; AIRGAS USA LLC, Liquid Oxygen for the WRRC - FY27, 47,905.89; AIRGAS USA LLC, Medical Oxygen for Ambulances for FY27, 270.56; AIRGAS USA LLC, Tank & Vaporizer Rental - FY27, 2,740.94; AJGX3, Safety Vests, 210.00; ALLIANT ENERGY, (B) PW- FY27 Alliant Energy Cost Multiple Location, 12,792.35; ALLIANT ENERGY, 2527 Washington St. - Alliant Energy - (City Owned, 25.38; ALLIANT ENERGY, 2820 Brunswick - Alliant Energy - (City Owned), 61.92; ALLIANT ENERGY, 514 Angella - Alliant Energy (City Owned), 29.99; ALLIANT ENERGY, 821 Garfield - Alliant Energy - City Owned, 1,542.68; ALLIANT ENERGY, Alliant 1522511000 5th St Ramp FY27, 2,306.31; ALLIANT ENERGY, ELECTRIC BILLS FOR FY27, 417.87; ALLIANT ENERGY, Electricity E 16th and Jackson St Pump Station, 1,536.31; ALLIANT ENERGY, Electricity for Intermodal June 26, 2,037.61; ALLIANT ENERGY, Electricity for JOTC June 26, 2,317.82; ALLIANT ENERGY, FY27 Alliant Street and Traffic Lights, 59,559.81; ALLIANT ENERGY, FY27 City Hall Electricty 50 W 13th, 4,472.82; ALLIANT ENERGY, FY27 Electric 1503 W 3rd Communication Hut, 1,548.15; ALLIANT ENERGY, FY27 Electricity 1300 Main City Hall Annex, 1,779.20; ALLIANT ENERGY, FY27 Electricity 411 E 15th, 120.49; ALLIANT ENERGY, FY27 Electricity Engine House 1805 Central LA LB, 898.34; ALLIANT ENERGY, FY27 Electricity Federal Bldg 350 W 6th St, 7,217.11; ALLIANT ENERGY, FY27 Electricity MFC 1157 Central Ave, 2,611.83; ALLIANT ENERGY, FY27 Electricity W 5th Restrooms, 79.23; ALLIANT ENERGY, FY27 Monthly Electric Service, 5,581.71; ALLIANT ENERGY, WRRC Electrical Expense - FY27, 66,324.55; ALLIANT ENERGY, WRRC Lift Stations -

Electricity Expense FY27, 26,826.45; AMERICAN RESPONSE VE, 1914# - PARTS - 6/1/2026, 229.54; ARAMARK UNIFORM SERV, FY27 Monthly Linen, 716.96; Ascendance Trucks, GARAGE - STOCK - 6/12/2026, 579.29; Ascendance Trucks, GARAGE - STOCK - 6/20/2026, 66.00; Ascendance Trucks, Various parts and service, 3,299.91; Assured, Nurse Liability MRC, 158.00; AT&T Mobility Nation, (B) PW- FY27 AT&T First Net Monthly Charges, 2,743.94; AT&T Mobility Nation, AT&T FirstNet - 05/29/26-06/28/26, 971.82; AT&T Mobility Nation, FY27 AT&T First Net for PD, 5,143.55; ATLANTIC BOTTLING CO, Drinks for NATA, 144.10; AV FUEL, FY27 Aviation Fuel, 113,096.57; BARD MATERIALS CENTR, CONCRETE FOR BBQ GRILL PADS AT PAVILION AREA, 117.64; BARD MATERIALS CENTR, EMERGENCY WATER MAIN BREAK REP. - 1005 HIGH BLUFF, 688.15; BARD MATERIALS CENTR, Various Concrete and Materials, 32,923.12; BENJAMIN R HUNT, SOFTBALL UMPIRE, 150.00; BERENS-TATE CONSULTI, Bond Arbitrage Series 2016A,B & C, 3,000.00; BIECHLER ELECTRIC IN, REPAIR MAST ON PARK MAINT SHOP-EPP, 408.65; BLACK HILLS/IOWA GAS, (B) SWS- FY27 BlackHills Gas Costs LF, 47.95; BLACK HILLS/IOWA GAS, 2527 Washington St. - (City Owned) Black Hills, 22.49; BLACK HILLS/IOWA GAS, 2820 Brunswick St. - Black Hills - (City Owned), 24.03; BLACK HILLS/IOWA GAS, 514 Angella - (City Owned) - Black Hills, 24.03; BLACK HILLS/IOWA GAS, 821 Garfield - Black Hills Energy - (City Owned), 23.25; BLACK HILLS/IOWA GAS, FY2027 BLANKET PO - GAS, 181.53; BLACK HILLS/IOWA GAS, FY27 - Gas Utility Expenses for 6 Fire Stations, 429.01; BLACK HILLS/IOWA GAS, FY27 Natural Gas, 527.10; BLACK HILLS/IOWA GAS, FY27 Annex 1310 Main Natural Gas, 49.03; BLACK HILLS/IOWA GAS, FY27 Fed Bldg Natural Gas, 152.67; BLACK HILLS/IOWA GAS, FY27 Gas Service for 300 Main, Suite 330, 43.09; BLACK HILLS/IOWA GAS, FY27 JOTC GAS UTILITIES, 108.19; BLACK HILLS/IOWA GAS, NATURAL GAS BILLS FOR FY27, 2,013.90; BLACKSTONE AUDIO BOO, FY27 CD Audio books for library collection, 38.94; Blue Sky Co, LLC, DOG WASTE BAGS, 1,399.90; Book Farm LLC, Childrens Books, 119.92; Boomerang Corp, Pay Application No. 10, 92,934.22; Boomerang Corp, Pay Application No. 3, 1,334,212.98; BRANDED BILLS, LLC, PRO SHOP MERCHANDISE, 494.31; Brandon Schueler, SOFTBALL UMPIRE, 75.00; BRUNE ENTERPRISES LL, FY27 Lawn Mowing Services, 10,700.00; Butts Florist, MFC Flower Arrangement, 55.00; Butts Florist, Weekly Flower Arrangements 7-21-26, 55.00; CALLAWAY GOLF SALES, LOGO JAR BALLS, 624.00; CALLAWAY GOLF SALES, PRO SHOP MERCHANDISE, 2,177.99; CAPITAL SANITARY, (B) PW- FY27 Cap San Janitorial Services, 1,250.99; CAPITAL SANITARY, Janitorial Supplies, 327.46; CARRICO AQUATIC RESO, POOL CHEMICALS, 787.21; CENGAGE LEARNING INC, Large Print Books FY27, 36.00; Central Tank Coating, FIRE HYDRANT RECOATING PROJECT, 23,180.00; CENTURY LINK, June 22 - July 21 Phone bills, 86.16; CENTURY LINK, May 20 - June 20 Phone bills, 167.33; CHEMSEARCH, Cooling tower chemicals, 1,482.95; CHEMSEARCH, LUBRICANT AND ANTI-CEASE FOR HYDRANT & VALVE MTC., 1,699.95; Children's Plus, Inc, FY27 Children's books, 213.49; CINTAS CORP, Cintas Ramp Rugs FY27, 167.29; CINTAS CORP, FY2027 BLANKET PO-UNIFORMS, 355.83; CINTAS CORP, FY27 Floor Mat Service City Hall, Annex, Fed Bldg, 367.23; CINTAS CORP, JANITORIAL SUPPLIES- BHGC, 83.94; CINTAS CORP, Mats, Cloths, shop towels JOTC FY27, 375.39; CINTAS CORP, Various Maintenance - FY26, 1,826.87; CINTAS FIRST AID & S, BAND AIDS FOR FIRST AID KIT, 21.64; CINTAS FIRST AID & S, FY2026

First Aid Supplies, 260.19; CINTAS FIRST AID & S, FY2027 BLANKET PO-FIRST AID SUPPLIES, 150.97; CINTAS FIRST AID & S, Replenish Safety Supplies Garage June 26, 8.03; CITY OF DUBUQUE - UB, Community Impact Utility Bill payments, 1,507.42; CLARKE UNIVERSITY, Franchise Fee FY27, 515.11; CLEARSPAN FABRIC STR, REPLACE POLYCARBONATE PANELS-GREENHOUSE, 61,000.00; CLEVELAND GOLF, PRO SHOP ITEMS, 1,242.03; CLEVELAND GOLF, PRO SHOP MERCHANDISE, 2,991.20; CLOCKWORK PARTNERS L, VIEWING TOWERS -EPP, 84.44; COBRA PUMA GOLF, PRO SHOP MERCHANDISE, 460.94; COLLEGE LAWN SERVICE, FY27 Lawn Mowing Services, 12,773.99; COMMUNICATIONS ENGIN, CABLING FOR TREE CREW BUILDING FOR FIBER, 3,611.89; COMMUNICATIONS ENGIN, MSC Building Alarm Repair, 1,137.00; CONFLUENCE, INC., Historic Millwork District Community Space Design, 5,465.00; CONLON CONSTRUCTION, Iowa Amphitheater Schmitt Island Bid Pkg 2, 246,076.76; CONLON CONSTRUCTION, Library Interior Renovations, 43,881.49; CONSTELLATION NEW EN, COD-Dubuque City Garage: Kerper APR 2026, 2,154.67; CONSTELLATION NEW EN, FY27 City Hall Natural Gas, 350.43; CRESCENT ELECTRIC, Five Flags Ramp LED Gel Lamps, 1,023.00; CURT'S SIGNATURE SIG, (N) SWC - Trash labels - 6/11/26, 500.00; D & K PRODUCTS, TURF CHEMICALS, 687.50; DAN ARENSDORF CONSTR, 2026 Concrete work in public ROW, 29,107.20; DAVIS EQUIPMENT CORP, PARTS FOR ROUGH MOWER, 326.93; DELL MARKETING LP, PCs_SCADA project_Water Dept, 12,963.00; DEMMER OIL COMPANY, UNLEADED FUEL- POD MARINA, 7,698.77; DIETZ ENTERPRISES LL, 2026 Concrete work in public ROW 2, 16,986.52; DIETZ ENTERPRISES LL, Dietz 2026 Concrete work in public ROW, 9,572.10; DIETZ ENTERPRISES LL, Energy Savers Program approved contract work, 2,500.00; DINGES FIRE COMPANY, Helmets and Helmet Fronts, 2,158.00; District 20 Supply C, City of Dubuque Promotional Merchandise, 3,113.00; District 20 Supply C, Employee Recognition Notebooks and Power banks, 2,647.50; DITTMER RECYCLING IN, (B) SWC- FY 27 Dittmer Recycling Services- Ref, 1,722.49; DITTMER RECYCLING IN, Landfill Fees - 20 yrd/2 yrd - FY27, 957.80; DITTMER RECYCLING IN, Weekly refuse and recycling pickup, 402.15; Doll Distributing LL, Alcohol for Bunker Hill, 369.60; DORNER PRODUCTS LLC, CLA-VAL LINK2VALVES PRV PROG, INSP, CATALOG., 5,250.00; DUBUQUE COMMUNITY SC, BEFORE SCHOOL CARE REIMBURSEMENT, 1,303.21; DUBUQUE COMMUNITY SC, Franchise Fee FY27, 4,130.75; DUBUQUE COUNTY E911, 911 Access Fee: April-June 2026, 8,789.94; DUBUQUE COUNTY E911, 911 Access Fee: Jan-March 2026, 8,789.94; DUBUQUE COUNTY HISTO, Franchise Fee FY27, 1,484.73; DUBUQUE COUNTY RECOR, Dubuque County Recorder-CDBG (Blanket PO), 14.00; DUBUQUE COUNTY RECOR, Eng Recording Fees, 111.00; DUBUQUE COUNTY RECOR, Official Receipt: 2026-00004604, 87.00; DUBUQUE COUNTY RECOR, RECORDING FEE FOR 2540 ELM AND 632 W 8TH, 59.00; DUBUQUE COUNTY SHERI, DDTF June 26 Shared expenses, 5,328.25; DUBUQUE COUNTY SHERI, May-June Sheriff Monthly Expenses/MediaCom, 223.31; DUBUQUE FIRE EQUIPME, (N) SWS - Fire equipment maint - 2/3, 4/13, 6/26/2, 2,833.50; DUBUQUE FIRE EQUIPME, Fire Extinguisher Maintenance, 85.00; Dubuque Forward LLC, SUBLEASE ANNUAL PAYMENT FOR FY27, 1.00; DUBUQUE HOSE & HYDRA, 3417# - O-RINGS - 6/22/2026, 1.70; DUBUQUE HOSE & HYDRA, 4008# - TUBING, UNIONS - 6/10/2026, 134.02; DUBUQUE HOSE & HYDRA, 4442# - VARIOUS PARTS - 6/22/2026, 187.37; DUBUQUE HOSE & HYDRA, Drill Bit Set for Headquarters,

119.00; DUBUQUE HOSE & HYDRA, Various parts, 175.22; DUBUQUE MONTESSORI S, RECREATION CLASS INSTRUCTOR, 675.70; DUBUQUE MULCH COMPAN, TOPSOIL FOR TREE CREW, 320.00; DUBUQUE SCREW PRODUC, Franchise Fee FY27, 7,294.54; DUBUQUE SIGN COMPANY, DECALS & REPLACEMENT PLAQUES, 618.03; DUBUQUE SIGN COMPANY, POWERWASH SIGNS, 1,000.00; DUBUQUE SIGN COMPANY, SIGNAGE FOR FLORA/SUTTON POOLS, 70.00; DUBUQUE STAMPING & M, Franchise Fee FY27, 13,879.25; DUBUQUE VISITING NUR, Q4 FY26 Childhood Lead Poisoning Prevention Progra, 2,000.00; DUBUQUELAND DOOR COM, (B) MSC- FY27 DBQLand Door Maint- MSC Building, 2,600.00; DURIDE, DuRide POS Contract FY26, 30,000.00; DYNAMIC LIFECYCLE IN, (B) SWS- FY 27 Electronics Scrap Management Serv L, 2,074.65; EAST CENTRAL INTERGO, 16th St DetentionBasinCulver&Stormwater PumpStatio, 6,299.75; EAST CENTRAL INTERGO, ECIA PEI Membership 2027, 5,085.00; EASTERN IOWA EXCAV &, ENG -Loras- Reconstruction and Repair, 191,866.21; Ed Gau, SOFTBALL UMPIRE, 150.00; ELECTRONIC DATA COLL, Annual Support Services FY27, 38,218.00; ELLIOTT EQUIPMENT CO, 4002# - FILTER/FREIGHT - 7/2/2026, 652.50; EMPLOYEE & FAMILY RE, Contract renewal, 20,106.60; ENGRAVED GIFT COLLEC, TROPHIES FOR ADULT ATHLETIC PROGRAMS, 313.50; ENVIRONMENTAL MANAGM, 1276 Jackson St - Asbestos Removal - Rehab Resale, 4,784.00; ENVISION SPORTS DESI, Transit Employee Uniforms - Gibson, 250.00; EXCEPTIONAL, Kids Expo, 60.00; F&W SERVICE COMPANY, LIFT INSPECTIONS, 285.00; FEHR-GRAHAM & ASSOCI, Coates-Brunskill/Southgate Sewer Repair, 5,431.50; FHR Services, LLC, (N) FO - Asphalt, 1,980.41; FHR Services, LLC, 2026 Tack- 06/17/26, 2,019.41; First District Depar, Franchise Fee FY27, 833.45; FOTH INFRASTRUCTURE, Old Mill Lift Station Phase 4 Design - Foth, 34,684.00; FOTH INFRASTRUCTURE, Reconstruct GA Apron - Phase 2 Design, 244,274.13; FOUR MOUNDS FOUNDATI, 957 Edison - Construction - OAHMP'24, 7,150.00; FREE FLIGHT, Parts for Bicyle Maintenance, 60.00; GENUINE PARTS COMPAN, (B) FM - Various Parts, 1,201.25; GENUINE PARTS COMPAN, 3453# - AIR FILTER - 6/5/2026, 49.80; GENUINE PARTS COMPAN, 3456# - AIR FILTER - 6/5/2026, 49.80; GENUINE PARTS COMPAN, 3463# - MOULDING CLIPS - 6/18/2026, 42.93; GENUINE PARTS COMPAN, GARAGE - STOCK - 6/16/2026, 129.65; GENUINE PARTS COMPAN, GARAGE - STOCK - 6/17/2026, 28.30; GENUINE PARTS COMPAN, GARAGE - STOCK - 6/17/2026 (2), 24.99; GENUINE PARTS COMPAN, GARAGE - STOCK & SHOP USE - 6/1/2026, 150.59; GENUINE PARTS COMPAN, GARAGE - STOCK & SHOP USE - 6/15/2026, 1,523.01; GENUINE PARTS COMPAN, GARAGE - STOCK PARTS - 6/24/2026, 1,000.57; GENUINE PARTS COMPAN, UNIT #3450 - STARTER, CORE CHARGE - 5/4/2026, (55.00); GIESE MANUFACTURING, 2709# - PART - 6/18/2026, 876.00; GIESE SHEET METAL CO, (N) PW - Full Preventative Maintenance, 2,250.00; GILLIG LLC, (B) FM - Various Parts, 2,307.12; GILLIG LLC, GARAGE - STOCK - BUS - 6/18/2026, 210.12; Graybar Electric Com, Corning Fiber Splicing Housing, 23,539.03; HATCH BUILDING SUPPL, (N) FO - Construction Supplies 7/7/26, 1,088.50; Hayle Johnson, 821 Garfield Ave. - Special Purchase Incentive, 25,000.00; HDC BUSINESS FORMS C, Unlined A/P Check, 436.91; HDR ENGINEERING INC, E/W Corridor Capacity Improv-University Overlap, 11,138.72; HDR ENGINEERING INC, HDR - Task Order 6 Dubuque Gate & Pump Station Flo, 370.00; HDR ENGINEERING INC, Lift Station Condition Assessment SSAMP HDR TO 8, 5,327.50; HEIMAN INC, Gated Wye & Nozzle Tip for Truck 4, 589.36; HILLS & DALES CHILD, Franchise Fee FY27, 691.47; HOLY FAMILY

CATHOLIC, Franchise Fee FY27, 2,329.98; Horkheimer Plumbing, POD Ramp Floor Drain Line Cleaning, 689.00; IMWCA, TPA 411 payments - June 2026, 13,217.66; IMWCA, TPA payments - June 2026, 8,310.29; IMWCA, Work Comp Premium - Installment 1, 33,035.00; IMWCA, Work Comp Quarterly Fees - Qtr 1, 2,200.00; INTERNAL REVENUE SER, Q2 FY27 941 Disability, 218.58; IOWA BEVERAGE SYSTEM, Alcohol Purchases- Recreation, 491.85; IOWA COMMUNITIES ASS, FY27 Damage Claims, 2,342.12; IOWA DEPT OF NATURAL, FY2027 Annual Public Water Supply Fee, 6,422.81; Iowa Health System, Orange Drug Boxes, 600.00; IOWA KENWORTH INC, GARAGE - STOCK - 5/9/2026, (320.75); IOWA KENWORTH INC, GARAGE - STOCK - 6/15/2026, 46.07; IOWA KENWORTH INC, Various parts, 1,021.45; IOWA ONE CALL, Iowa One Call, 775.30; J & R SUPPLY COMPANY, MATERIAL TO CONNECT WATER MAIN ON 30TH ST, 2,136.00; J & R SUPPLY COMPANY, PARTS FOR WATER MAIN REPAIRS, 6,955.00; J & R SUPPLY COMPANY, Sewer-components 06/12/26, 65.00; J & R SUPPLY COMPANY, Street/ Water- Safety Barricades, 4,541.81; J & R SUPPLY COMPANY, Water Supplies for Loras MainProject, 255.00; J&R RENTAL LLC, New Walk-Behind Compactor, 11,660.00; J&R RENTAL LLC, Street- New Compactor, 3,200.00; JAMES J GRAVES, Emergency Exit - Decals for Buses, 50.00; JOHNSON CONTROLS, Port Ramp Repairs, 3,662.15; Joseph Pergande, SOFTBALL UMPIRE, 150.00; KANOPY LLC, FY27 Downloadable movies for library, 903.00; KAY CONSTRUCTION LLC, 2026 Concrete work in public ROW, 16,917.30; KIESLER POLICE SUPPL, Red Sights w/accessories, 1,847.80; KILBURG EQUIPMENT LL, GARAGE - STOCK PARTS - 6/23/2026, 2,087.28; KIM A HERRIG, FY27 Custodial Services for 300 Main, Suite 330, 422.04; Kimley-Horn and Asso, LEISURE SERVICES MASTER PLAN FY25, 2,450.00; KLAUER MANUFACTURING, Franchise Fee FY27, 3,199.44; KONE INC, FY27 Elevator Maintenance City Facilities, 481.84; KRAEMERS WATER STORE, (B) SWS- FY27 Kraemers Bottled Water Service, 20.00; KRUSER SEPTIC SERVIC, EMERGENCY REPAIRS AT MRV CAMPGROUNDS, 1,295.00; KRUSER SEPTIC SERVIC, Inspect Sewer Lines, 955.00; KRUSER SEPTIC SERVIC, sewer lateral inspection, 535.00; KURT P WELAND, SOFTBALL UMPIRE, 75.00; Kwik Trip Inc, Monthly Fuel Charges Acct #00557404: JUNE 2026, 41.83; Life Wave, Ancillary Fiber Optic Services, 70,377.00; LIME ROCK SPRINGS CO, FY27 BEVERAGE CONTRACT, 5,833.65; Link Coatings, LLC, 130010# - COATED RIM - 6/24/2026, 120.00; LINWOOD CEMETERY ASS, CONTRIBUTION/FINANCIAL SUPPORT FOR FY26, 7,963.00; LORAS COLLEGE, (N) SWS- Education and Marketing Assistance LF, 54,470.25; LORAS COLLEGE, Franchise Fee FY27, 4,361.44; Lotus Engineering an, Community-wide Greenhouse Gas Inventory, 4,400.00; LRG Technologies, LL, Mobile Surveillance Camera Trailer, 73,333.00; LUKE HARBUR, Music by Skippy Library Program, 475.00; LYLE SUMEK ASSOCIATE, FY26 Expenses_Final Consulation 2025 & May Service, 18,700.00; Lyons Logging, TREE AND STUMP REMOVAL, 1,400.00; Mackin Book Company, Reading Kits from Mackin, 944.06; MACQUEEN EQUIPMENT G, (B) FM - Various Parts, 1,494.64; MACQUEEN EQUIPMENT G, Battery Pack, 2,391.00; MACQUEEN EQUIPMENT G, PARTS, 2,901.28; MAQUOKETA VALLEY ELE, (B) SWS- FY 27 Maq Valley Electric Agreement LF, 3,913.07; MAQUOKETA VALLEY ELE, Electrical Svc - Airport Lift Station - FY27, 91.39; MAQUOKETA VALLEY ELE, FY2027 BLANKET PO - ELECTRICITY, 1,224.61; MAQUOKETA VALLEY ELE, FY27 Monthly Electric Service, 2,494.18; MAQUOKETA VALLEY ELE, FY27 MVEC Electricity, 1,462.74; MARTIN

EQUIPMENT OF, 3453# - CLAMP - 6/18/2026, 35.84; MARTIN EQUIPMENT OF, 3453# - WARRANTY DEDUCTIBLE - 6/19/2026, 200.00; MARTIN EQUIPMENT OF, 3456# - BOLT - 6/22/2026, 38.32; MARTIN EQUIPMENT OF, 3456# - WARRANTY DEDUCTIBLE - 6/19/2026, 200.00; MARTIN EQUIPMENT OF, 3457# - CAP SCREW - 6/23/2026, 12.23; MARTIN EQUIPMENT OF, 3471# - FILTERS- 6/23/2026, 1,040.75; MARTIN EQUIPMENT OF, 3476# - CIRCUIT BREAKER - 6/12/2026, 164.28; MARTIN EQUIPMENT OF, 4929# - CLAMP - 6/18/2026, 21.16; MARTIN EQUIPMENT OF, GARAGE - STOCK - 6/18/2026, 109.59; MARTIN EQUIPMENT OF, PARTS, 236.05; MARTIN EQUIPMENT OF, UNIT #3213 - OIL - 5/7/2026, (815.45); Matthew Thomas Phelp, Cleveland Park Block Party, 625.07; MCDERMOTT EXCAVATING, 2024 SRF Green Alley Project - replace PO #2260184, 61,776.94; MCDERMOTT EXCAVATING, RADFORD RD WATER MAIN CREEK CROSSING IMP. PROJECT, 903.73; MCGRATH AUTOMOTIVE G, 2705# - PART - 6/26/2026, 45.96; MICHAEL J SULLIVAN, SOFTBALL UMPIRE, 150.00; MIDWEST TAPE LLC, FY27 Library materials AV and Video, 443.79; MIKE FINNIN FORD LLC, 0901# - BRAKE ROTOR, BRAKE PAD - 6/9/2026, 269.97; MIKE FINNIN FORD LLC, 2618# - 6/23/2026, 58.77; MIKE FINNIN FORD LLC, 4905# - SEPARATOR ASY, OIL - 6/17/2026, 238.13; MIRACLE CAR WASH COR, FY27 Car Washes for Patrol, 122.08; MIRACLE EXPRESS INC, FY27 Blanket PO, 38.65; MOLO OIL COMPANY, (B) FM - Fuel at Gas Stations, 4,072.85; MORRISON BROTHERS CO, (N)Storm Sewer- Flattened Metal Cut 06/29/26, 134.00; MSA PROFESSIONAL SER, GREYHOUND PK RD WATER MAIN LOOP PROJECT, 400.00; MSA PROFESSIONAL SER, PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION, 163.00; MULGREW OIL COMPANY, (B) PW-Fuel, 99,457.21; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK 1 OF 2) - 6/15/2, 28,123.20; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (DIESEL TANK 2 OF 2) - 6/15/2, 28,513.80; MULGREW OIL COMPANY, GARAGE - FUEL ISLAND (GASOHOL-87 OCT) - 6/15/2026, 27,591.73; MULGREW OIL COMPANY, UNLEADED FUEL- POD MARINA, 6,836.57; MULTICULTURAL FAMILY, Indigenous Heritage Celebration, 2,500.00; MUNICIPAL PIPE TOOL, Sewer- Jet Flush Hose, 3,990.00; MUTUAL WHEEL COMPANY, (B) FM - Various Parts, 543.33; MYERS-COX CO, FOOD PRODUCTS FOR MCALEECE CONCESSIONS, 802.90; MYERS-COX CO, MISC FOOD ITEMS- FLORA POOL CONCESSIONS,
781.16; MYERS-COX CO, MISC FOOD ITEMS- MCALEECE CONCESSIONS, 1,302.42; MYERS-COX CO, MISC FOOD ITEMS- POD MARINA, 511.06; MYERS-COX CO, MISC FOOD ITEMS- POOLS, 2,118.19; NATHAN SWIFT, FY26 WRRC Landscaping, 1,700.00; NETWORK COMPUTER SOL, Veeam Renewal, 1,220.00; NORTHEAST IOWA COMMU, Franchise Fee FY27, 410.77; NORTHERN LIGHTS FOOD, GRILL CLEANER FOR BHGC, 99.25; NORTHERN LIGHTS FOOD, MISC FOOD ITEMS- BHGC, 842.77; O'REILLY AUTOMOTIVE, 130007# - FILTER, OIL - 6/16/2026, 35.97; O'REILLY AUTOMOTIVE, 1858# - TIE ROD - 6/16/2026, 66.62; O'REILLY AUTOMOTIVE, 1915# - FILTER - 6/17/2026, 102.86; O'REILLY AUTOMOTIVE, 2107# - LUG NUT - 6/12/2026, 106.60; O'REILLY AUTOMOTIVE, 2602# - HORN - 6/12/2026, 26.73; O'REILLY AUTOMOTIVE, 2620# - OIL - 6/12/2026, 64.71; O'REILLY AUTOMOTIVE, 2691# - GEAR LUBE - 6/15/2026, 152.79; O'REILLY AUTOMOTIVE, 2695# - SEALED BEAM - 6/16/2026, 21.01; O'REILLY AUTOMOTIVE, 2708# - BATTERY - 6/12/2026, 199.49; O'REILLY AUTOMOTIVE, 3219# - FILTER - 6/15/2026, 55.90; O'REILLY AUTOMOTIVE, 4002# - OIL - 6/17/2026, 129.98; O'REILLY AUTOMOTIVE, 4914# - BATTERY - 6/8/2026, (22.00); O'REILLY AUTOMOTIVE, GARAGE - SHOP USE -

6/16/2026, 13.99; O'REILLY AUTOMOTIVE, PARTS, 279.98; O'REILLY AUTOMOTIVE, UNIT #4740 - BATTERY - 5/23/2026, (22.00); ORIGIN DESIGN CO, MSC- Roof and HVAC Replacement 02/23/26, 4,670.00; ORIGIN DESIGN CO, Origin Task Order No 26-03_17th W Locust FEMA BRIC, 39,999.01; OVERDRIVE INC, FY27 Downloadable Materials for Adult Collection, 1,450.72; OVERHEAD DOOR COMPAN, HDQ-Overhead Door Maintenance at Headquarters, 116.00; PAMELA J CONNOLLY, SUMMER 2026 FAST KIDZ RUNNING CLASS, 648.00; Parsons Transportati, STREETS Project, 57,447.24; PASSPORT LABS INC, Passport Parking Meter App FY27, 4,574.25; PENDLETON TURF SUPPL, GASKETS FOR HAND WATERING APPLICATOR, 31.00; PENDLETON TURF SUPPL, TURF CHEMICALS, 680.00; PHELPS THE UNIFORM S, FY27 Weekly Uniform Cleaning, 153.06; Playaway , FY27 Wonder digital readers, 62.99; Poly Vinyl Roofing, EAGLE POINT WTP ROOF REHABILITATION PROJECT, 59,830.03; POLYDYNE INC, Polymer - 3 totes for the Drum Thickener, 11,385.00; POLYDYNE INC, Polymer - 6 totes - CE-2701 - for the Centrifuge, 23,460.00; PORTZEN CONSTRUCTION, 7800 Chavenelle Building Remodel Project, 40,626.99; PORTZEN CONSTRUCTION, CONSTRUCTION-PHASE II COMISKEY, 219,220.00; PORTZEN CONSTRUCTION, Fleet Wash Bay Repair, 4,900.00; PowerDMS, Inc., Document Management Software for Police/Fire, 19,037.08; PRECISE MRM LLC, 2026-05 Subscription, 860.00; RACOM CORPORATION, FY27-Portable Radios plus Accessories for Police, 347,659.03; RACOM CORPORATION, Mobile Mic for A120 Mobile Radio, 95.71; RaDD Network Solutio, Radd Fiber Splice Cases, 6,368.65; RAINBO OIL COMPANY, GARAGE - STOCK FLUIDS - 6/17/2026, 2,141.95; Reinders Inc, NOZZLE FOR GOLF MAINTENANCE, 51.18; RILCO, Inc , Def Bulk 7/8/2026, 675.00; RILCO, Inc , Rotella ELC NF 50/50 Bulk, 438.90; RITE ENVIRONMENTAL I, Used Antifreeze & Oil/Oil Filter Collection, 547.50; RIVER CITY PAVING, Various Asphalt and Materials, 64,896.13; RIVER CITY STONE, Various Stone and Materials, 6,170.41; ROCHESTER ARMORED CA, (B) SWS- FY27 Rochester Armored Car Trip Fees, 797.08; ROEDER OUTDOOR POWER, 4052# - PULLEY - 6/11/2026, 61.38; ROEDER OUTDOOR POWER, 540016# - MOWER BLADE - 6/10/2026, 69.09; Ronald V Burbach, Summer Weed Control, 1,848.00; Rouse & Dean Foundry, 990 WASHINGTON St, 35,000.00; RXBENEFITS INC, FY27 Presc Admin & Claims - 6/6 to 6/19/26, 197,531.38; SADLER POWER TRAIN I, 4915# - ANTENNA, MOUNTING BRCKT KIT - 6/15/2026, 22.61; SADLER POWER TRAIN I, 540015# - LED MODEL LICENSE KIT - 6/23/2026, 112.86; SADLER POWER TRAIN I, GARAGE - SAFETY EQUIPMENT - 6/10/2026, 107.20; SADLER POWER TRAIN I, GARAGE - STOCK HUB CAPS, GSKTS - 6/16/2026, 177.48; Schadl Incorporated, Landfill General Plumbing- Pump Out Mudpits, 2,973.82; SCOTT PRINTING, Bus Routing Worksheets, 103.00; Seiler Instrument &, Total Station Data Collector Equipment, 6,225.00; Seiler Instrument &, Trimble R580 GNSS GPS Rover, 16,510.15; SELCO INC, BARRICADES FOR PARKS, 354.00; Shive-Hattery Inc, Fed Bldg Loading Dock Consulting Eng, 5,076.70; SID'S, Bunker Hill Alcohol, 221.31; SITEONE LANDSCAPE SU, (N) FO - Toro T5, 307.60; SMART RETRACT INC, Franchise Fee FY27, 757.35; SPAHN & ROSE LUMBER, Stakes for Ragbrai 2026 Signs, 743.75; SPAHN & ROSE LUMBER, Storm Sewer- Repair Parts 6/22/26, 41.66; SPECIAL MARKETS INSU, Special Market Insurance 6-1-26 to 6-30-26, 600.89; SPRING GREEN LAWN CA, WEED CONTROL -DBQ MEMORIAL PARK, 42.65; State of Iowa - Depa, 5th St Ramp Elevator Maintenance Inspection, 450.00; State of Iowa -

Depa, Boiler Inspections and Certification Fees, 280.00; State of Iowa - Depa, Central Ramp Elevator #1 Maintenance Inspection, 225.00; State of Iowa - Depa, Central Ramp Elevator #2 Maintenance Inspection, 225.00; State of Iowa - Depa, Five Flags Elevator Maintenance Inspection, 350.00; State of Iowa - Depa, Iowa Ramp Elevator Maintenance Inspection, 175.00; State of Iowa - Depa, Locust Ramp Elevator Maintenance Inspection, 225.00; State of Iowa - Depa, POD Ramp Elevator Maintenance Inspection, 350.00; STONE HOLLOW, Boarding Axel K(, 145.00; STRAND ASSOCIATES IN, Old Mill Rd Pumping Station, 18,668.85; STRAND ASSOCIATES IN, PRELIMINARY DESIGN-EXTERIOR WALL, 3,340.61; STRAND ASSOCIATES IN, Strand Task Order 26-08_17th RR Culvert Crossing 1, 26,904.86; STREICHERS INC, 40mm Projectile Training Rounds, 2,680.20; STREICHERS INC, 40mm Projectile Training Rounds-Impact Sponge, 939.74; SUNNYCREST MANOR, Franchise Fee FY27, 885.20; SUPERIOR WELDING SUP, GARAGE - CYLINDER RENTAL - JUNE 2026, 119.00; SUSAN M STOPPELMOOR, FY27 RECREATION CLASS INSTRUCTOR, 2,593.60; TANDEM TIRE & AUTO S, 130001# - SERVICE - ALIGNMENT - 6/15/2026, 100.37; TAYLOR MADE GOLF, GOLF BALL & GLOVE STOCK, 954.07; TAYLOR MADE GOLF, GOLF BALL STOCK, 3,589.32; TAYLOR MADE GOLF, GOLF BALL STOCK & SPECIALTY ITEM, 525.48; TAYLOR MADE GOLF, GOLF CLUB STOCK, 1,236.95; TAYLOR MADE GOLF, GOLF HAT STOCK & SPECIALTY ITEM, 896.66; TAYLOR MADE GOLF, PRO SHOP SPECIALTY ITEMS, 728.67; TAYLOR MADE GOLF, SPECIAL ORDER DRIVER, 539.87; TERMINAL SUPPLY, GARAGE - BIN FILL - 6/29/2026, 618.88; THE BATTERY CENTER, Intermodal Floor Cleaner - Battery, 299.95; THE FISCHER COMPANIE, Parking Rent (07/2026), 120.00; THE LOCKSMITH EXPRES, Service call/labor for Cash Lock box, 165.00; THE LOCKSMITH EXPRES, Welfare Check Access, 65.00; THE METRIX COMPANY, Franchise Fee FY27, 315.28; THERESE H GOODMANN, Strategic partnerships with federal agencies 2025, 8,017.58; Thomas J Valentine, SERVICE LINE REPLACEMENT ASSISTANCE-239 PLUM ST, 4,999.00; THOMASIN RINGLER, SD Grant FY26 Round 33 Spring 2026, 2,500.00; THOMPSON TIRE & RETR, 130001# - TIRES - 6/12/2026, 532.00; THOMPSON TIRE & RETR, 540006# - TIRE SERVICE - 6/18/2026, 1,170.54; THREE RIVERS FS INC, MSC- LP Gas 33# Cylinder 06/12/26, 43.65; TIMOTHY P GOTTSCHALK, SOFTBALL UMPIRE, 150.00; TM Inc, Mail Courier Service, 315.00; TOP GRADE EXCAVATING, Emergency Stormwater Repairs W 5th and Hill, 36,481.62; TOP GRADE EXCAVATING, Gravel Access Road at the WRRC - Rock Roadway, 6,895.00; TOP GRADE EXCAVATING, Old Mill LS and FM Project Phase 2, 406,199.13; TOTAL MAINTENANCE IN, replace variable frequency drive cooling tower, 3,646.00; TOTAL MAINTENANCE IN, Replace Variable Frequency Drive Heating Pump 5, 3,372.00; TOWNSQUARE MEDIA LLC, Digital Ad Pet Licensing Program, 500.00; Toys for Trucks Inc, 110012# - PARTS - 6/23/2026, 210.44; TREASURER STATE OF I, Parks and Recreation & Library Sales Tax FY27, 10,315.25; TRI STATE TRUCK EQUI, SERVICE WORK FOR #4431 IN NOV 2025, 2,215.00; TRICON CONSTRUCTION, Old Mill Lift Station and Force Main, 260,014.79; TRI-STATE PORTA POTT, POTTIES FOR JULY 2026, 2,322.00; TRUGREEN LIMITED PAR, FY27 Fed Bldg Lawn Service, 53.83; TURPIN DODGE OF DUBU, 3419# - PULLEY - 6/19/2026, 60.00; TURPIN DODGE OF DUBU, 3419# - THERMOSTAT, BELT - 6/18/2026, 134.77; TURPIN DODGE OF DUBU, UNIT #1914 - GEAR-POWEHOLD - 5/20/2026, (75.00); UNION HOERMANN PRESS, Ragbrai 2026 No Parking Signs, 2,488.00;

UNITED STATES TREASU, PCORI fee - IRS Form 720, 4,480.85; UNIVERSITY OF DUBUQU, (B) SWS- UD Waste Min Grant Campus Canopy Expansio, 193.85; UNIVERSITY OF DUBUQU, (N) SWS- Sustainability Coordinator Contract LF, 6,250.00; UNIVERSITY OF DUBUQU, (N) SWS UD- Waste Minimization Grant 03/10-03/11/2, 107.10; US Foods, MISC FOOD ITEMS- BHGC, 2,047.43; Valentine Constructi, 2026 PW Asphalt Overlay Ramp Pro 1, 116,153.47; VERIZON WIRELESS SER, Mini Bus Ops Data FY27, 240.24; Vidl Solutions, Inc, CC Goal-Organizational Culture Continuous Improvem, 1,200.00; WARTBURG THEOLOGICAL, Franchise Fee FY27, 558.98; WATER SOLUTIONS UNLI, FY2027 BLANKET PO - PHOSPHATE FOR WATER TREATMENT, 13,011.25; WB McCloud & Co, Inc, FY27 Pest Control 18th St Engine House, 67.36; Weber Capital Restor, ST2-Water Remediation Services, 1,029.47; WELTER STORAGE EQUIP, Furniture for 7800 Chavenelle, 78,336.00; WELU PRINTING COMPAN, Mailing for Central White Parking Analysis, 714.93; WELU PRINTING COMPAN, MSC- Asphalt Overlay Door Hangers, 681.95; WELU PRINTING COMPAN, MSC- Asphalt Overlay Printing Services, 208.40; WESTPHAL & COMPANY,, Five Flags Fiber Addition, 7,655.00; WK CONSTRUCTION CO I, 2026 PW Asphalt Milling Services, 17,699.52; WOODWARD COMMUNICATI, Franchise Fee FY27, 590.63; $6,132,686.17

CITY OF DUBUQUE

07/16/2026 ? 07/30/2026

EXPENDITURES BY FUND

General, 681,588.35; Special Revenue, 318,308.11; Capital Projects, 3,177,773,87; Water, 156,097.94; Sanitary Sewer, 905,225.21; Stormwater, 193, 896.60; Parking, 59,651.05; Refuse, 4,988.15; Transit, 96,407.73; Inernal Service, 445,927.85; DMASWA, 92,821.31; GRAND TOTAL $6,132,686.17

1t 8/12

**DUBUQUE REGIONAL AIRPORT**
**COMMISSION MEETING**

Monday, February 23, 2026
3:30 p.m.
Dubuque Regional Airport
Terminal Conference Room

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

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (online), Jenny Messerich, Eric Scott (online)

GUESTS: KCRG

## AIRPORT COMMISSION MINUTES

Commissioner RJ Blocker moved to approve the Airport Commission Minutes of January 27, 2026. Commissioner Bob Woodward seconded the motion. The motion passed unanimously.

## RECOGNITION

None.

## ITEMS SET FOR PUBLIC HEARING

1. TSA Terminal Lease Renewal: Commissioner Bob Woodward moved to approve Resolution A2026-5 Setting Public Hearing on Proposed Lease with General Services Administration (TSA) and the Dubuque Regional Airport. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.
2. Reconstruct GA Apron – Phase 2: Commissioner RJ Blocker moved to approve Resolution A2026-4 Preliminary Approval of Plans, Specifications, Form of Contract and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost; and Ordering the Advertisement for Bids for Reconstruct General Aviation (GA) Apron Project – Phase 2. Commissioner Bob Woodward seconded the motion. The motion passed unanimously.

## PUBLIC HEARING

None.

## PUBLIC INPUT

None.

## ACTION ITEMS

None.

## STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided:

1. Statistics
2. Budget Summary
3. Invoice Summary
4. Air Service Update: DBQ Air continues to meet.
5. General Aviation Update: Airport staff continue to work on construction plan for Summer 2026 and participate in MLB meetings for August event. Iowa Public Airport Association event scheduled for April 2026. Anaman Concierge Services begins March 1, 2026.
6. Airport Projects Update
7. Correspondence received since the previous Airport Commission meeting

## COMMISSIONER MEMBER REPORTS

1. Commissioner Mariann Kurtz Weber thanked everyone at the Airport for their service, and stated DBQ Air continues to meet weekly with consultant and continues working to bring service back to DBQ.

## NEXT COMMISSION MEETING

The next scheduled Commission meeting is March 24, 2026.

Commissioner RJ Blocker moved to adjourn the meeting at 4:00 p.m. Commissioner Bob Woodward seconded the motion.

Minutes respectfully submitted by Jenny Messerich.

**DUBUQUE REGIONAL AIRPORT**
**COMMISSION MEETING**

Tuesday, March 24, 2026
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Michael Phillips, Ron Vaughn, Bob Woodward

ABSENT: Mariann Kurtz Weber

STAFF: Todd Dalsing, Dan Klaas (online), Jenny Messerich, Eric Scott (online)

GUESTS: University of Dubuque students, Telegraph Herald staff

## AIRPORT COMMISSION MINUTES

Commissioner Ron Vaughn moved to approve the Airport Commission Minutes of February 23, 2026. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

## RECOGNITION

None.

## ITEMS SET FOR PUBLIC HEARING

1. Taxiway Alpha Construction Phase 4: Commissioner Michael Phillips moved to approve Resolution A2026-10 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 for Relocate Taxiway A Phase 4 Construction Project. Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.

## PUBLIC HEARING

1. TSA Terminal Lease Renewal: Commissioner Ron Vaughn moved to approve Resolution A2026-6 Approve Lease with General Services Administration (TSA) and Airport Director to execute. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.
2. Reconstruct GA Apron – Phase 2: Commissioner Ron Vaughn moved to approve Resolution A2026-7 Authorizing Airport Director to execute Task Order 24, agreement for construction services with Foth pending completion of IFE, FAA concurrence, and receipt of FAA grant, Resolution A2026-8 Authorizing Airport Director to execute agreement with Boomerang Corp. pending FAA grant, and Resolution A2026-9 Authorizing Airport Director to submit FAA grant application. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

## PUBLIC INPUT

None.

## ACTION ITEMS

1. IDOT Commercial Service Vertical Infrastructure (CSVI) and Airport Improvement Plan Program Application: Commissioner Michael Phillips moved to approve Resolution A2026-11 Endorsing Commercial Service Vertical Infrastructure (CSVI) and Airport Improvement Plan (AIP) FY2027 Application for the Dubuque Regional Airport Commission. Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.

## STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided:

1. Statistics
2. Budget Summary
3. Invoice Summary
4. Air Service Update: DBQ Air continues to meet and get updates from consultant.
5. General Aviation Update: Airport Director Todd Dalsing discussed the April IPAA conference, the August MLB game and site visit, the April budget hearing, and an update on the shuttle service.
6. Airport Projects Update: The website is updated for summer construction plans.
7. Correspondence received since the previous Airport Commission meeting

## COMMISSIONER MEMBER REPORTS

1. Commissioners discussed the FAA VOR periodic review and the training provided to all City boards and commission members.

## NEXT COMMISSION MEETING

The next scheduled Commission meeting is April 28, 2026.

Commissioner Ron Vaughn moved to adjourn the meeting at 4:37 p.m. Commissioner Michael Phillips seconded the motion.

Minutes respectfully submitted by Jenny Messerich.

**DUBUQUE REGIONAL AIRPORT**
**COMMISSION MEETING**

Tuesday, April 28, 2026
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Michael Phillips, Ron Vaughn, Bob Woodward

ABSENT: Mariann Kurtz Weber

STAFF: Todd Dalsing, Dan Klaas (online), Jenny Messerich, Eric Scott (online)

GUESTS: KWWL

## AIRPORT COMMISSION MINUTES

Commissioner Ron Vaughn moved to approve the Airport Commission Minutes of March 24, 2026. Commissioner Michael Phillips seconded the motion. The motion passed unanimously.

## RECOGNITION

None.

## ITEMS SET FOR PUBLIC HEARING

None.

## PUBLIC HEARING

None.

## PUBLIC INPUT

None.

## ACTION ITEMS

1. IDOT FY2027 Air Service Development Program Application: Commissioner Ron Vaughn moved to approve Resolution A2026-13 Endorsement of Iowa Department of Transportation Air Service Development Application for the Dubuque Regional Airport Commission. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.
2. Honor Flight Request – Waive Landing Fees: Commissioner Michael Phillips moved to approve Resolution A2026-12 Authorizing Waiving of Landing Fees for Honor Flight of Dubuque and the Tri-States Sun Country Airlines Charters. Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.
3. TSA Federal Resources Update: No formal action on this item. Tood provided an update via memo to Commission.

**STAFF MEMBER REPORTS**

Airport Director Todd Dalsing provided:

1. Statistics
2. Budget Summary
3. Invoice Summary
4. Air Service Update: No current letter of intent, possible SCASD application in October, and continue working with DBQ Air and other airports in similar situations.
5. General Aviation Update: Airport Director Todd Dalsing discussed the April IPAA conference and air show paperwork submitted.
6. Airport Projects Update: The website is updated for summer construction plans along with summer events.
7. Correspondence received since the previous Airport Commission meeting

**COMMISSIONER MEMBER REPORTS**

1. Commissioners discussed EAA pancake breakfast set for September 13, 2026 along with a request for military assets.

**NEXT COMMISSION MEETING**

The next scheduled Commission meeting is May 26, 2026.

Commissioner Ron Vaughn moved to adjourn the meeting at 4:32 p.m. Commissioner Michael Phillips seconded the motion.

Minutes respectfully submitted by Jenny Messerich.

**DUBUQUE REGIONAL AIRPORT**
**COMMISSION MEETING**

Tuesday, May 26, 2026
4:00 p.m.
Dubuque Regional Airport
Terminal Conference Room

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

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (online), Eric Scott (online)

GUESTS: None

## AIRPORT COMMISSION MINUTES

Commissioner Ron Vaughn moved to approve the Airport Commission Minutes of April 28, 2026. Commissioner Michael Phillips seconded the motion. The motion passed unanimously.

## RECOGNITION

None.

## ITEMS SET FOR PUBLIC HEARING

1. Taxiway Alpha Construction Phase 4:
    - Commissioner Bob Woodward moved to approve Resolution A2026-14, Rescinding Resolution No. A2026-10 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 for Relocate Taxiway A Construction Phase 4 Project. Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.
    - Commissioner Ron Vaughn moved to approve Resolution A2026-15, 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 for Relocate Taxiway A Construction Phase 4 Project. Commissioner RJ Blocker seconded the motion. The motion passed unanimously.

## PUBLIC HEARING

None.

## PUBLIC INPUT

None.

## ACTION ITEMS

1. DBQ Hangar 83 Lease: Commissioner Ron Vaughn moved to approve Resolution No. A2026-16, Terminating Land Lease with AY McDonald Industries, Inc. Commissioner Bob Woodward seconded the motion. The motion passed unanimously. Note: This resolution authorizes the Airport Director to sign the Termination Agreement on behalf of the Airport Commission, terminating the current land lease agreement with AY and transferring the hangar to the Airport on June 30, 2026. A new hangar rental lease agreement (executed by the Airport Director, not requiring Commission approval because of the term length) will be entered into with AY effective July 1, 2026.

## STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided:

1. Statistics
2. Budget Summary
3. Invoice Summary
4. Air Service Update: Mariann and Tood will attend DC Fly-In in June 2026.
5. General Aviation Update: All summer projects are on track.
6. Airport Projects Update: Taxiway Alpha and General Apron projects are on schedule.
7. Correspondence received since the previous Airport Commission meeting

## COMMISSIONER MEMBER REPORTS

1. Commissioner Bob Woodward discussed Young Eagle Flights scheduled for Sunday, May 31st.
2. Commissioner Mariann Kurtz Weber discussed TSA equipment has been removed from the Airport and a potential meeting with Hodge Company.

## NEXT COMMISSION MEETING

The next scheduled Commission meeting is June 23, 2026.

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

Minutes respectfully submitted by Jenny Messerich.

# ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

## Tuesday, May 26, 2026
## Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

## Regular Meeting

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

**Commissioners Absent:** Addison ARONSON;

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

**Public Present:**

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

   HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:30 PM.

2. **Roll Call**

   Roll call was skipped due to no one from the public being present.

3. **Review and Approve Minutes from April 28, 2026.**

   DONALD motions to accept minutes, CHAVENELLE seconds. No further discussion. Vote 3 in favor (CHAVENELLE; DONALD; HALDER) 2 abstain (BARBA; DAVIS-ORWOLL)

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

SPURLING reported that eligible applications for both the Operational Support and Capacity Building grants have been passed along to the reviewers for scoring. Staff will have a follow up meeting with all reviewers to solidify final scores ahead of completing the funding recommendation to present to the Commission at the June meeting.

The Commission currently has one open position, as well as two additional terms up in June. Commissioners are encouraged to share with their networks about the open positions and the process for submitting an application to be considered.

Art on the River – Plans are underway with finalizing the opening reception that will take place on the Riverwalk Friday, August 7, from 5-7pm.

SPURLING shared The City Legal Department is currently in the process of drafting a temporary art policy.

5. **Updates from Master Plan Working Groups**

Nothing new to report currently.

6. **Old Business**

Commissioners reviewed the 2027 goals worksheet that was pepared by SPURLING and HALDER from previous Commission conversations. The worksheet will be submitted by SPURLING.

7. **New Business**

SPURLING reported that due to budgetary constraints in the FY'27, funding for Slide Room is no longer available. SPURLING will look into similar platforms that other City departments use to administer Art on the River and the grant programs for this upcoming fiscal year.

8. **Events and Engagement Reporting from Commissioners**

*What the Constitution Means to Me* – Fly by Night – June 5 -13
*Dubuque and All that Jazz* – June 5

9. **Public Comment**

Nothing new to report currently.

10. **Adjourn**

Adjournment motioned by BARBA seconded by DONALD at 4:52PM.

**Next meeting(s):** Regular Meeting – June 23, 2026.

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

These minutes were passed and approved on ____June 23 _, 2026

Witnessed By_____Nick Halder_____(signature)
Nick Halder (printed)
Char (officer position)

# ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

## Tuesday, April 28, 2026
## Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

## Regular Meeting

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**Commissioners Present:** Addison ARONSON; Gail CHAVENELLE; Doug DONALD; Nick HALDER (chair)

**Commissioners Absent:** David BARBA; Shirley DAVIS-ORWOLL

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

**Public Present:**

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

   HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:41 PM.

2. **Roll Call**

   Roll call was skipped due to no one from the public being present.

3. **Review and Approve Minutes from March 24, 2026.**

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

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

SPURLING reported that the application period for both the Operational Support and Capacity Building grants programs have recently closed. She is currently in the process of verifying eligibility. Once that is completed, eligible applications will be passed along to the reviewers to begin their work.

Art on the River – All of the selected sculptures are available – contracts are signed. The opening reception will take place on the Riverwalk Friday, August 7, from 5-7pm.

The Creatives Café planning committee met to discuss the future of this programming and who would oversee it into the future. It was decided that the planning committee would continue to oversee the program without City funding going forward. The Commissioners and City Staff will discuss alternative programming opportunities that will complement the Creatives Cafés and align with current Commission priorities.

5. **Updates from Master Plan Working Groups**

Nothing new to report currently.

6. **Old Business**

Commission Goals

Commissioners continued their discussion on goal setting in preparation of completing the annual worksheets to be submitted to City Council. SPURLING and HALDER will meet in the coming weeks to prepare the worksheets for the Commissioners to review and accept at the May meeting.

7. **New Business**

Nothing new to report currently.

8. **Events and Engagement Reporting from Commissioners**

*What the Constitution Means to Me* – Fly by Night – June 5 -13

9. **Public Comment**

Nothing new to report currently.

10. **Adjourn**

Adjournment motioned by DONALD seconded by ARONSON at 4:59PM.

**Next meeting(s):** Regular Meeting – May 26, 2026.

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

These minutes were passed and approved on May 26, 2026

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

# ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

## Tuesday, March 24, 2026
## Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

## Regular Meeting

---

**Commissioners Present:** Addison ARONSON**;** David BARBA; Doug DONALD; Gail CHAVENELLE; Nick HALDER (chair)

**Commissioners Absent:** Shirley DAVIS-ORWOLL;

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

**Public Present:** Lenore Howard (Fly by Night Productions)

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

   HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:33 PM.

2. **Roll Call**

   Roll call took place because there was Public present.

3. **Review and Approve Minutes from February 24, 2026.**

   BARBA motions to accept minutes, ARONSON seconds. No further discussion. Vote 4 in favor (ARONSON**;** BARBA; CHAVENELLE; HALDER), 1 abstain (DONALD)

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

SPURLING reported that she is currently fielding questions for FY'27 Operating Support Grant program, which closes Friday, April, 17. Capacity Building Grant applications are due the following week on Friday, April 24. Reviewers for both programs have been identified and gone through training.

Art on the River – All of the selected sculptures are available – contracts are signed. The opening reception will take place August 7 from 5-7pm.

The Creatives Café planning committee met to discuss the format for upcoming events, as well as the schedule. Discussion between the Commissioners and Staff took place about the future of the Creatives Café and the City's continued involvement.

5. **Updates from Master Plan Working Groups**

Nothing new to report currently.

6. **Old Business**

Commission Goals

Discussion continued amongst the Commissioners about goal setting for the upcoming year. Further discussion will take place at future meetings ahead of finalizing the goals at the June meeting.

7. **New Business**

Nothing new to report currently.

8. **Events and Engagement Reporting from Commissioners**

Commissioners shared the following events that they are connected to:

ARONSON – Dubuque Area Arts Collective's Project 4 – April 26 – Olliewood Action Sports– DACC Music Mentorship Program

BARBA – Farmer's Market Opening Day – May 2

DONALD – Fly by Night's *What the Constitution Means to Me* – June 5-7 & 12-13 – Bluff Strokes Art Center

9. **Public Comment**

Nothing new to report currently.

10. **Adjourn**

Adjournment motioned by ARONSON seconded by CHAVENELLE at 5:10PM.

**Next meeting(s):** Regular Meeting – April 28, 2026.

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

These minutes were passed and approved on April 28, 2026

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

# ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION MINUTES

## Tuesday, June 23, 2026
## Multicultural Family Center, 1157 Central Ave, Dubuque, IA 52001

## Regular Meeting

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**Commissioners Present:** Addison ARONSON; Gail CHAVENELLE; Nick HALDER (chair); Shirley DAVIS-ORWOLL

**Commissioners Absent:** David BARBA; Doug DONALD

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

**Public Present:**

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

   HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:33 PM.

2. **Roll Call**

   Roll call was skipped due to no one from the public being present.

3. **Review and Approve Minutes from May 26, 2026.**

   DAVIS-ORWOLL motions to accept minutes, CHAVENELLE seconds. No further discussion. Vote 3 in favor (CHAVENELLE; DAVIS-ORWOLL; HALDER) 1 abstain (ARONSON)

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

   SPURLING reported that The Commission currently has one open position. Commissioners are encouraged to share with their networks about the open position and the process for applying to be considered.

   Art on the River – Opening reception plans are finalized, with the event taking place on the Riverwalk Friday, August 7, from 5-7pm.

5. **Updates from Master Plan Working Groups**

   Nothing new to report currently.

6. **Old Business**

   Nothing new to report currently.

7. **New Business**

   SPURLING shared the opportunity to participate in the City Art Poster Project. Discussion followed among the Commissioners about participating in the project. The consensus was to pursue this opportunity.

   SPURLING presented the scores and funding recommendation options for the FY'27 Operational Support and Capacity Building grant programs. Discussion followed among the Commissioners about the various options. CHAVENELLE motions to recommend funding recommendation option B; Operating Support funding $246,507.97 and Capacity Building funding $37,744.00. DAVIS-ORWOLL seconds. No further discussion. Vote unanimously passed.

8. **Events and Engagement Reporting from Commissioners**

   Nothing new to report currently.

9. **Public Comment**

   Nothing new to report currently.

10. **Adjourn**

    Adjournment motioned by DAVIS-ORWOLL seconded by ARONSON at 4:43PM.

**Next meeting(s):** Regular Meeting – July 28, 2026.

Respectfully submitted:
Bonnie Spurling

Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on August 25, 2026

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

# Five Flags Civic Center Advisory Commission Meeting
# April 2, 2026

| | |
|---|---|
| **COMMISSIONERS PRESENT:** | Bryce Parks, McKenzie Blau, Alan Schumacher |
| **COMMISSIONERS ABSENT:** | Colleen Myers, Sara Tandy |
| **STAFF PRESENT:** | Ryan Bonifas, Tom Robbins, Jayme Mescher, Greg Olson and Jeremy Huelsing (regional OVG manager overseeing Dubuque account) |
| **OTHERS PRESENT:** | Parks and Recreation Director Matt Kalcevich and Angie Metcalf, Lead Administrative Support Professional for Parks and Recreation Dept.<br>City Manager Mike Van Milligen |
| **CALL TO ORDER:** | Parks called the meeting to order at 3:30 PM. |
| **OATH OF OFFICE:** | Chair Parks re-administered Oath of Office to Blau and Schumacher. December clerk's office procedure was handled incorrectly. |
| **MINUTES APPROVED:** | Commission Chair Parks motioned to approve the minutes of December 1, 2025 meeting. Seconded by Blau. Motion passed unanimously. |
| **UPDATE FROM GENERAL MANAGER RYAN BONIFAS:** | ◦ Bonifas announced his last day with OVG/Dubuque will be April 15; moving to the City of Grapevine, Texas.<br>◦ Introduced regional manager Jeremy Huelsing (St. Louis) who oversees OVG's Dubuque account.<br>◦ Van Milligen acknowledged Ryan's leadership and accomplishments with the Grand River Center and Five Flags Center. |
| **UPDATE FROM ASSISTANT GENERAL MANAGER TOM ROBBINS ON BOOKINGS AND EVENTS:** | ◦ Since management transition, 20+ events were added for FY26 (beyond prior management's bookings).<br>◦ FY27: 25 new events already booked (excluding recurring events such as Brewfest, Symphony, Rodeo, etc.) plus 10 additional date holds.<br>◦ Robbins distributed spreadsheet reflecting new bookings for FY26 & FY27.<br>• Movie series update: 9 films (November–March) drew 500 total attendees (average approx. 50 per screening), lukewarm response.<br>◦ Adjustments: Shifted to free movie admission for theater's 50th anniversary; aim to drive concessions and first-time visits/PR.<br>▪ Future Movie Plans: Baseball mini-marathon just prior to Field of Dreams MLB games and then later holiday movie programming. Will re-evaluate future movie programming after 2026 calendar year. |
| **UPDATE FROM DIRECTOR OF OPERATIONS JAYME MESCHER** | • Completed minor repairs to HVAC systems, including heat coil repairs and fan motor replacement.<br>• Performed additional roof repairs as part of ongoing maintenance efforts.<br>• Replaced damaged floor tiles in the Bijou Room.<br>• Successfully completed and passed the fire escape inspection. |

- Continued phased conversion to LED lighting. Exterior lighting upgrades were completed last fall, with recent improvements made to back-of-house and office areas.
- Collaborating with Matt and his team on the development of capital improvement plans
- Kulture City sensory friendly initiative now ready for deployment at Five Flags with staff training completed. This includes items such as sensory kits available at events including headphones, weighted blankets, and fidgets for guests with sensory needs, among other tactics.

**UPDATE FROM DIRECTOR OF FINANCE GREG OLSON:**

Financial statements provided through the period of December 31, 2025. Revenue growth remains challenging; expenses held down. Year-to-date as of 12.31.25 slightly under budget; full-year forecast currently $20,000 to $60,000 over budget due to underperforming or cancelled events, most of which were booked by prior management.

**FISCAL YEAR 2027 BUDGET RECOMMENDATION IMPACT ON DOWNTOWN TIF DISTRICT FROM CITY MANAGER MIKE VAN MILLIGEN:**

Discussion led by Van Milligen on proposed reduction of Five Flags improvement budget from $23.5 million to $7 million due to state property tax reform, reallocated TIF benefits, and ultimately reduced funding to support Downtown TIF district projects. Critical needs items at Five Flags estimated at roughly $5.5 million with funding for modest additional scope. Van Milligen provided several supporting documents to the commission.

**UPDATE ON RFP FOR RENOVATIONS FROM PARK & RECREATION DIRECTOR MATT KALCEVICH:**

Scope with recommended $7M: Primary focus with critical or essential repairs and stabilization rather than new renovations.
◦ Priority systems and components: Roof, HVAC, Boiler, exterior marquee-signage.
• Enhancements and operational improvements: Lighting and finishes, painting/restoration to refresh guest experience.
◦ Food and beverage: Evaluate new food-service equipment to expand offerings and/or enable on-site catering.
• External coordination and access: Adjacent residential development (across 5th street) anticipated to break ground in July creating loading dock access constraints and restricting truck ingress. Explore solutions; development agreement includes a cost-sharing mechanism for door relocation/changes and will require coordination with adjacent development.
• Implementation dependencies: Engineering assessment outcomes for theatre damage and roof replacement will inform final prioritization and interior repair sequencing.

**SET MEETING DATES FOR 2026:**

Future Meeting Dates:
• June 1st
• September 14th
• December 7th

**ADJOURNMENT:**

It was moved by Schumacher, seconded by Parks, to adjourn the meeting 4:00 p.m. Unanimous.

**NEXT MEETING:**

June 1, 2026, 3:30 p.m.

# MINUTES

| | |
|---|---|
| **Government Body:** | **CIVIL SERVICE COMMISSION** |
| **Date:** | **April 14, 2026** |
| **Time:** | **2:00 PM** |
| **Place of Meeting:** | **City Hall - Conference Room A, 50 W 13th St.** |

Present: Commissioners Miquel Jackson (virtual), Julie Bockenstedt (virtual), Randy Ludowitz, Carla Heathcote (virtual)
Also present: Assistant City Manager Cori Burbach (virtual), Bureau Chief of Training (Fire Dept.) Martin Fitzpatrick, Police Captain Scott Baxter (virtual),

Commissioner Heathcote called the meeting to order at 2:00 p.m.

1. Approval of minutes from the March 11, 2026, meeting. Motion by Ludowitz to approve the minutes as submitted. Seconded by Bockenstedt. Motion carried 4-0.

2. Commission Worksheet for City Council Goal Setting. Motion by Jackson for commissioners to individually complete worksheets to discuss at the next regular civil service meeting scheduled for May 13, 2026. Seconded by Ludowitz. Commissioners discussed whether they need to submit the Worksheet for City Council Goal Setting as this commission mainly serves in an advisory role. Motion carried 4-0.

3. Certify the list for the position of Police Chief. Motion by Ludowitz to certify the list for the position of Police Chief. Seconded by Heathcote. Motion carried 4-0.

4. Adjournment. Motion by Heathcote to adjourn at 2:32 p.m. Seconded by Ludowitz. Motion carried 4-0.

Submitted by Pamela McCarron, Permit Clerk

# MINUTES

| | |
|---|---|
| **Government Body:** | **CIVIL SERVICE COMMISSION** |
| **Date:** | **March 11, 2026** |
| **Time:** | **12:00 PM** |
| **Place of Meeting:** | **City Hall - Conference Room B, 50 W 13th St.** |

Present: Commissioners Miquel Jackson, Otto Krueger, Scott Crabill
Also present: EMS Bureau Chief Sam Janecke, Assistant City Manager Cori Burbach, City Clerk Adrienne Breitfelder, Police Chief Jeremy Jensen, Chief Human Resource Officer Shelley Stickfort, Talent Acquisition Manager Kristen Dietz

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

1. Approval of minutes from February 17, 2026, meeting. Motion by Jackson to approve the minutes as submitted. Seconded by Krueger. Motion carried 3-0.

2. Fire and Police Dept. Reports. EMS Bureau Chief Janecke reported on new hire numbers, the new ladder truck located at Fire Station 4, and AED's that have been refurbished and are being placed in city parks. Police Chief Jensen reported on new AED's and staffing numbers.

3. Requesting Civil Service Commission Approval for Police Chief Recruitment Process. Motion by Jackson to approve the recruitment process for Police Chief. Seconded by Krueger. Motion carried 3-0.

4. Adjournment. Motion by Jackson to adjourn at 4:26 p.m. Seconded by Krueger. Motion carried 3-0.

Submitted by Pamela McCarron, Permit Clerk

# MINUTES

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

Present: Commissioners Miquel Jackson, Julie Bockenstedt, Otto Krueger, Randy Ludowitz, Carla Heathcote
Also present: Fire Chief Amy Scheller, Battalion Chief David Grass, Chief Human Resources Officer Shelley Stickfort, Kyle Knutson (Firefighter), Cory Foht (Firefighter)

Commissioner Heathcote called the meeting to order at 4:21p.m.

1. Approval of minutes from the April 14, 2026 meeting. Motion by Krueger to approve the minutes as submitted. Seconded by Jackson. Motion carried 5-0.

2. Fire Chief Scheller provided updates regarding the recent accreditation visit, ongoing fire department promotional activities, and the current number of academy candidates. Permit Clerk McCarron spoke on behalf of Police Captain Scott Baxter, who offered a report detailing the number of police officers graduating from the academy, those currently attending, and those scheduled to begin in the Fall. Additionally, it was noted that the announcement of the new Police Chief would be made soon.

3. Commission Worksheet for City Council Goal Setting – Final Draft Discussion. Motion by Heathcote to submit the worksheet as written. Seconded by Ludowitz. Motion carried 5-0.

4. Adjournment. Motion by Jackson to adjourn at 4:36 p.m. Seconded by Bockenstedt. Motion carried 5-0.

Submitted by Pamela McCarron, Permit Clerk

Approved

**MINUTES**
**HISTORIC PRESERVATION COMMISSION**
**REGULAR SESSION**
5:30 p.m.
Thursday, July 16, 2026
City Council Chambers, Historic Federal Building

**Commissioners Present:** Chairperson Janice Esser; Commissioners, Bill Doyle, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger, Matt Kline
**Commissioners Excused:** Heidi Pettitt
**Commissioners Unexcused** : none
**Staff Members Present:** Wally Wernimont and Chris Happ Olson

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

**MINUTES:** Motion by Schwendinger, seconded by Gau, to approve the minutes of June 18, 2026 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger, Matt Kline. Nay – none.

**OATH OF OFFICE:** Commissioners Witthoeft and Monk were sworn in by Chairperson Esser.

**ELECTION OF OFFICERS:** Staff Member Happ Olson reviewed the memo, noting that roles and duties of the Chair and Vice-Chair people, and the status of Officers Esser and Gau, having both served a partial term from October 2024 until last year, and one full term since July of last year. They are both eligible for an additional term. She also stated that any Commissioner is eligible for either position.

Both Esser and Gau expressed interest in serving the same position, or allowing someone else to serve in the position, after discussion by the Commission.

Motion by Doyle, seconded by Gau, to approve the nomination of Janice Esser as Chairperson for a second full term. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger, Matt Kline. Nay – none.

Motion by Doyle, seconded by Monk, to approve the nomination of Tim Gau as Vice-Chairperson for a second full term. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger, Matt Kline. Nay – none.

Staff Member Wally Wernimont entered the meeting at 5:39 pm.

**ACTION ITEMS**

**PROPOSED ORDINANCE REVIEW**

Staff Member Happ Olson reminded the Commission that at the June 16 meeting, she informed the Commission she would be bringing proposed modification to the Unified Development Code (UDC) based on the City Council's recent direction. The code section 16-10-8 outlines the rules for addition, removal or modification of a conservation district, allowing anyone to request a change directly to the Council. In the case of modification, this usually involves a desire by the requester to demolish a structure. The Council wanted to ensure that the Commission has the chance to weigh in on a potential demolition or any change to a district, prior to it coming to Council.

She distributed copies of the existing code and the staff's edited draft code for the proposed modifications to conservation districts, as directed by City Council. She then walked through the draft code, explaining the proposed changes to the process for requesting alterations to a conservation district. Under the revised process, requests would move from a petition submitted directly to City Council to an application submitted to the Commission. After reviewing the application, the Commission would make a recommendation to City Council. Any modification, removal, or addition of a conservation district would still require a code amendment approved by City Council.

Happ Olson noted that she would take the request back to the City's legal department before bringing a final draft back to the Commission. At that point, the Commission will review it and make a recommendation back to Council.

Motion by Monk, seconded by Doyle, to receive and file the drafted ordinance. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Rick Stuter, Chad Witthoeft, Adam Schwendinger, Matt Kline. Nay – none.

**ITEMS FROM PUBLIC**: none

**ITEMS FROM COMMISSION**: none

**ITEMS FROM STAFF**:

**Distribution of Updated Roster:** Staff Member Happ Olson noted that she included an updated Commission roster in the packet.

**Downtown Master Plan Update – Request for Proposals:** Staff Member Happ Olson distributed an abridged draft Request for Proposals (RFP), not including appendices, to the Commission. Staff Member Wernimont informed the Commission that Planning Services is undertaking an RFP to find a consultant to help the City develop an update to the 2004 Downtown Master Plan. He described the general scope, the project area and intended benefits, answering questions of the Commission.

**ADJOURNMENT:** Motion by Monk, seconded by Doyle to adjourn the July 16, 2026 Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Chad Witthoeft and Adam Schwendinger, Matt Kline; Nay – none.

The meeting adjourned at 6:18 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

August 20, 2026
Adopted

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**

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**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 4:33 pm.

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

**Commissioners Excused:** Nikki Nutter

**Commissioners Absent:** Juan Montgomery, DeLano Cain Watson

**Staff Present:** Tibi Mocanu, Human Rights Director; Ann Marie Jannette, Human Rights Specialist; Jason Lehman, Assistant City Attorney

The new Human Rights Director, Tibi Mocanu, introduced himself.

New commissioner Juan Montgomery was not present

## Approval of Meeting Minutes

Motion to approve the minutes as submitted from the April 14, 2026, meeting. Motioned by Freiburger, seconded by Baumhover, all in favor.

## Public Input

None present

## Reports

### Caseload Report

- Complaints filed – number of complaints that were signed during the month
  - March amount: 0
- 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: 15
- 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: 125

**Director's Report**

Mocanu reported that Iowa HF2800 was amended to include that "a city or local government shall not enact or enforce any ordinance or other law that is broader or had different categories…" The implication is that in the City of Dubuque, gender identity could not be covered as a separate protected class. Lehman reported that for now we will still cover gender identity as a protected class but listed under sexual orientation instead.

**Chairperson's Report**

Heiar brought up his concerns regarding the license plate readers being used in Dubuque and how they might impact the immigrant population. He has spoken with several people at the City who are confident they can't be misused that way.

**Old Business:**

OHR Department and Commission goal setting discussion:

- Successes:
    - Getting out into the community more; being more visible.
    - Supporting the grant disbursement
    - Intentional conversations about legislative happenings
    - Updated ordinance and revision to the handbook
- Goals
    - Improve access to affordable, healthy, and culturally appropriate food for all residents in the community.
    - Promote a more safe and walkable community by improving access, connectivity, and green spaces while reducing the impacts of "concrete jungle" development.
    - Increase awareness among underserved communities that financial planning, assistance, loan awareness, and investment is available from the City and community partners to small minority-owned businesses and individuals.
    - Increase planning and implementation of events (i.e., concerts, plays, fairs, etc.) that directly appeal to diverse groups and include individuals from those groups in the planning and execution of the events.
    - Implementation of methods to guard against retaliation by landlords towards renters who report problems.
    - Increased diversion options for juvenile and adult offender arrests.
    - More shelter facilities or beds for homeless or at-risk women, as well as facilities for individuals who have pets.
    - Advocating for and uplifting underserved communities through intentional support and visibility by promoting awareness and standing in solidarity to address their needs.
    - Increasing access to public transportation that reduces commute times and expands job opportunities by connecting residents in lower-income neighborhoods to employment in industrial areas across town, especially for those working second or third shift.

Review Human Rights Commission Handbook: Heiar reviewed the Handbook and explained updates to the commission.

Commission calendar review and discussion: the calendar will be updated throughout the year as need arises.

Commissioner affiliation with resource organizations discussion: move to next month's agenda.

**New Business:**

No new business

**Upcoming Outreach Events**

Jannette signed up to have a booth at Dubuque Fest which will take place August 8 and 9. The department is to have a booth at DBQ Pride on June 6 and a booth at Juneteenth on June 20.

**Upcoming Cultural Events**

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

**Reflections and Updates**

Freiburger invited Mocanu and other commissioners to the monthly Rotary Club meeting. Baumhover reported on updates from the neighborhood associations.

**Adjournment:**

Motion to adjourn by Freiburger, seconded by Phillipson. All in favor. The meeting ended at 6:03 p.m.

The next regularly scheduled meeting is scheduled for Monday, June 8, 2026, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: _____

Minutes approved as corrected: _____

*Carnegie-Stout Public Library*
*Library Board of Trustees Update*
*From the Meeting May 28, 2026*

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

- The Board approved library expenditures for April.
- The June/July Art @ your Library will feature the artwork of local artists Haley Hammerand, Deb Horch, Janaan Roberts, and Jim Walsh.
- The library is expanding its Summer Reading Program using outreach opportunities created by the Bright Beginnings Box program with local preschools. Schools will receive free copies of books, with included lesson plans related to the library's Summer Reading Program theme, "Plant a Seed, Read!". Each child that completes a reading log will receive a free book to take home as well.
- Thanks to a grant received from The Community Foundation of Greater Dubuque, the library will be adding Foundation of Reading kits, focused on reading skills using the LETRS framework (Language Essentials for Teachers of Reading and Spelling).
- The library was a recipient of a Duane Hagerty Historic Preservation Award due to ongoing support and maintenance of the Encyclopedia Dubuque website. The other recipient of the award was Randy Lyon, who has continued to update and create new information on Encyclopedia Dubuque for nearly two decades.
- The Board of Trustees were given a quick tour of the work completed to date for the renovations to the library's makerspace on second floor and circulation desk on first floor.

| Statistical Highlights | April Count |
|---|---|
| Total Checkouts | 37,356 |
| Total Visitors | 13,376 |
| Total Program Attendance | 2,814 |
| Total Computer/Wi-Fi Use | 12,265 |

***Library Board of Trustees***

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

Nick Rossman, Library Director

*Carnegie-Stout Public Library*
*Library Board of Trustees Update*
*From the Meeting June 25, 2026*

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

- The Board approved library expenditures for May.
- The Board approved a three-year maintenance agreement with Total Maintenance, Inc. to perform annual maintenance on the library's HVAC system.
- The Board of Trustees celebrated the service of Board President A. Alanda Gregory's on the Board as she finished the final her of her term.
- The Board of Trustees celebrated Public Communications and Marketing Coordinator Maggie Turza's graduation from the Dubuque Chamber of Commerce's Leadership Dubuque program.
- The Board of Trustees expressed their gratitude to the City of Dubuque's Public Information Office for their work in putting together a fantastic video sharing the Dementia simulation programming the library has been offering with the Northeast Iowa Area Agency on Aging.
- Renovations have begun at the library, with expectations to have all renovations complete by the end of calendar year 2026. The Makerspace should be renovated and reopened in September.
- Staff are prepared for the library's Summer Reading Program to have another great year! Nearly 600 students registered on the first day.

| Statistical Highlights | May Count |
|---|---|
| Total Checkouts | 38,170 |
| Total Visitors | 16,566 |
| Total Program Attendance | 4,378 |
| Total Computer/Wi-Fi Use | 11,789 |

***Library Board of Trustees***

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

Nick Rossman, Library Director

# Carnegie-Stout Public Library
# Board of Trustees
# Meeting Minutes of April 16, 2026

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:00 p.m. on Thursday, April 16, 2026.

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

1. President Gregory called the meeting to order at 4:01 p.m.

   *"Moved to adopt the meeting agenda of April 16, 2026."*

   *Motion:* *Mullin*
   *Second:* *Liberman*
   *Vote:* *Aye – 6; Nay – 0*

2. Public Comment

   *"Moved to receive and file public comment."*

   [No public comment]

   *Motion:* *Mullin*
   *Second:* *Lieberman*
   *Vote:* *Aye – 6; Nay – 0*

3. Board President's Report:

   A. Communication with Dubuque City Council, March, 2026

   *"Moved to receive and file the communication with the Dubuque City Council from March 2026."*

   *Motion:* *Lieberman*
   *Second:* *Connery*
   *Vote:* *Aye – 6; Nay – 0*

4. Approval of Board of Trustees Meeting Minutes of March 26, 2026."

   *"Moved to approve the Board Meeting Minutes of March 26, 2026."*

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

5. Action Items (Action):

A. Library Expenditures FY-26: Operating Expenditures March, Period 9 – The Board reviewed the detailed expenditures reports.

*"Moved to approve the library expenditures for FY-26 March, Period 9."*

| | |
|---|---|
| *Motion:* | *Monk* |
| *Second:* | *Connery* |
| *Vote:* | *Aye – 6; Nay – 0* |

B. Approve loan of Grant Wood's Appraisal to Sioux City Art Museum.

*"Moved to approve the loan of Grant Wood's Appraisal to the Sioux City Art Museum."*

| | |
|---|---|
| *Motion:* | *Lieberman* |
| *Second:* | *Mullin* |
| *Vote:* | *Aye – 6; Nay – 0;* |

C. Approve contract for Library Internal Renovations project to lowest responsible bidder, Conlon Construction, in the amount of $949,000 and approve FEH Design to develop an Owner-Contractor Agreement.

*"Moved to approve contract for Library Internal Renovations project to lowest responsible bidder, Conlon Construction, in the amount of $949,000 and approve FEH Design to develop an Owner-Contractor Agreement."*

Board was presented with bid tabulation sheet and recommendation of Conlon Construction by FEH Design, followed by discussion about the project.

| | |
|---|---|
| *Motion:* | *Mullin* |
| *Second:* | *Lieberman* |
| *Vote:* | *Aye – 6; Nay – 0;* |

6. Motion to Receive and File Informational Items:

A. Library Director's Report Summary and Update:

1) Library Financial Report Fiscal Year (FY) 2026 – Rossman reported that March marks 75% of the fiscal year. The library has spent 70% of the budget to date.

Revenue collected at 86% of projected budget.

2) Library Use – Rossman reported a .008% decrease in circulation statistics compared to March 2025.

The library saw a 30% decrease in visitors compared to March 2025. As a reminder, the library is using new people counting software that may be more accurate than the previous system.

The library saw an 8% decrease in internet and wireless usage comparing March 2025.

Patrons used curbside pickup 72 times in March.

Rossman reported there were 3,509 Hoopla downloads in March. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

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

There was a nice turnout for the April Art @ your Library reception featuring the art of Don Hedeman, Christy Kirk, and Andrew Raeside. Several pieces were sold and a lot of fun was had.

The library played host for the City of Dubuque's City Life program on Thursday, March 26, to an engaged group of residents. The City Life program runs twice per year in the Spring and Fall, offering city residents an opportunity to meet with City employees from nearly all city departments and learn about their operations. The library plays host typically one night during the program and offers a quick presentation and a tour.

The library has been partnering with the Dubuque Community School District's faces and voices committee, which have been using the library as a meeting space for their monthly Black History and Reading Challenge book club. Their March discussion featured the book Sol Butler: An Olympian's Odyssey Through Jim Crow America, but University of Dubuque History Professor, Brian Hallstoos, who also attended and presented. There was a nice turnout for the program.

The Friends of the Library held their only book sale in 2026 in March, netting in over $4,000 in sales and memberships.

Sad to report that Kathy Oltmanns is leaving the library and her last day will be April 17.

4) City Council Goal Setting – Board of Trustees were provided documents submitted from the previous year's goal setting process and encouraged

to provide successes and challenges to report for the next goal setting process.

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

B. Comment Cards – None.

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

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

7. Library Board Adjournment – The Board adjourned at 5:12 pm.

*"Motion to adjourn."*

*Motion: Monk*
*Second: Connery*
*Vote: Aye – 6; Nay – 0*

Diann Guns 05-28-2026

***Diann Guns, Board Secretary*** ***Date***

# Carnegie-Stout Public Library
# Board of Trustees
# Meeting Minutes of March 10, 2026

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 5:00 p.m. on Tuesday, March 10, 2026.

Present: President A. Alanda Gregory, Vice President Andy Bland, Secretary Diann Guns, Trustee Victor Lieberman (5:02 pm), Trustee Christy Monk (5:02 pm), Trustee Pam Mullin, Library Director Nick Rossman

1. President Gregory called the meeting to order at 5:01 p.m.

   *"Moved to adopt the meeting agenda of March 10, 2026."*

   *Motion:* *Guns*
   *Second:* *Mullin*
   *Vote:* *Aye – 4; Nay – 0*

2. Set a Public Hearing for March 26, 2026 at 4 pm for the purpose of hearing or receiving an input to the adoption of proposed drawings, specifications and form of contract and estimated cost for a public improvement project at Carnegie-Stout Public Library.

   *"Moved to set a Public Hearing for March 26, 2026 at 4 pm for the purpose of hearing or receiving an input to the adoption of proposed drawings, specifications and form of contract and estimated cost for a public improvement project at Carnegie-Stout Public Library."*

   *Motion:* *Guns*
   *Second:* *Bland*
   *Vote:* *Aye – 5; Nay – 0*

3. Library Board Adjournment – The Board adjourned at 5:20 pm.

   "*Motion to adjourn."*

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

Diann Guns 04-08-2026

***Diann Guns, Board Secretary*** ***Date***

# Carnegie-Stout Public Library
# Board of Trustees
# Meeting Minutes of May 28, 2026

The Board of Trustees of the Carnegie-Stout Public Library (C-SPL) met in the Lacy Board Room at 4:00 p.m. on Thursday, May 28, 2026.

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

1. President Gregory called the meeting to order at 4:02 p.m.

   *"Moved to adopt the meeting agenda of May 28, 2026."*

   *Motion:* *Guns*
   *Second:* *Lieberman*
   *Vote:* *Aye – 5; Nay – 0*

2. Public Comment

   *"Moved to receive and file public comment."*

   [No public comment]

   *Motion:* *Mullin*
   *Second:* *Connery*
   *Vote:* *Aye – 5; Nay – 0*

3. Board President's Report:

   A. Communication with Dubuque City Council, April, 2026

   *"Moved to receive and file the communication with the Dubuque City Council from April 2026."*

   *Motion:* *Mullin*
   *Second:* *Connery*
   *Vote:* *Aye – 5; Nay – 0*

   B. Relations Subcommittee Report

   *"Moved to table receiving report of Library Directors review until all Trustees were able to review the final report."*

   *Motion:* *Guns*
   *Second:* *Lieberman*

*Vote:* *Aye – 5; Nay – 0*

4. Approval of Board of Trustees Meeting Minutes of April 16, 2026."

*"Moved to approve the Board Meeting Minutes of April 16, 2026."*

*Motion:* *Lieberman*
*Second:* *Mullin*
*Vote:* *Aye – 5; Nay – 0*

5. Action Items (Action):

A. Library Expenditures FY-26: Operating Expenditures April, Period 10 – The Board reviewed the detailed expenditures reports.

*"Moved to approve the library expenditures for FY-26 April, Period 10."*

*Motion:* *Lieberman*
*Second:* *Guns*
*Vote:* *Aye – 5; Nay – 0*

6. Motion to Receive and File Informational Items:

A. Library Director's Report Summary and Update:

1) Library Financial Report Fiscal Year (FY) 2026 – Rossman reported that April marks 83% of the fiscal year. The library has spent 78% of the budget to date.

Revenue collected at 91% of projected budget.

2) Library Use – Rossman reported a 4% decrease in circulation statistics compared to April 2025.

The library saw a 32% decrease in visitors compared to April 2025. As a reminder, the library is using new people counting software that may be more accurate than the previous system.

The library saw an 7% decrease in internet and wireless usage comparing April 2025.

Patrons used curbside pickup 51 times in April.

Rossman suggested that some of the decrease in usage statistics in April could be attributed to unseasonable warm and dry weather throughout he month.

Rossman reported there were 3,248 Hoopla downloads in April. (Hoopla is a web and mobile library media-streaming platform for audio books, comics, e-books, movies, music, and TV.)

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

The June/July Art @ your Library program will feature the works of Haley Hammerand, Deb Horch, Janaan Roberts, and Jim Walsh. A First Friday reception will take place on June 5 from 5:30 – 7:30 pm.

The library is participating in the Dubuque Renezvous! project which is happening through the Dubuque community during the month of June. The art pieces will officially open on June 5, and events will be taking place throughout the month. The library has also partnered with the Driftless Guild to perform selected scenes from the modern language version of Shakespeare's A Midsummer Night's Dream. The Driftless Guild will perform the evening of Thursday, June 25 at Eagle Point Park. More information about the program and schedule of events can be found at https://climaterendezvous.org.

The Envision 2030 group is continuing to meet monthly. The most recent minutes, as well as a list of ideas that have been generated so far, were presented to the Board of Trustees.

The library hosted a group of volunteers from John Deere during the Days of Caring volunteer event on April 26. The volunteers removed all books from the shelves and dusted shelves for us.

Paperwork was signed and submitted to the State Library of Iowa to continue participated in the Open Access and Interlibrary loan program and continue to receive Enrich Iowa funding. This funding is distributed by the State Library of Iowa, but is originally distributed to each state through the Institute of Museums and Library Services, which is federally funded.

The 2026 Summer Reading Program will begin on June 1. Included in your packet is a digital copy of the program guide. The theme is year is "Plant a Seed, Read!".

The library has three open positions, Full-time Administrative Support Professional, Full-time Library Assistant Interlibrary Loan, Part-time Library Aide. All paperwork has been approved by City Budget staff and waiting for Human Resources to officially post the positions for recruitment.

We are working with the City of Dubuque Purchasing and Risk staff on a new Request for Bid for the HVAC Maintenance Agreement. As

soon as it is ready to go, we will be soliciting bids for a three-year contract for Board Approval.

The library has a University of Northern Iowa Public Policy graduate student that was interested in completing a practicum project for the library. Jordyn Hodgson will be reviewing some historical information such as our strategic plan, and space needs assessment, and looking forward at what would be a good strategy to work with the public on a second phase of our building needs.

On the topic of grant opportunities, Rossman reported the following:

- Youth Services Manager, Danielle Day applied for and received a $3000 grant from the Community Foundation of Greater Dubuque for Summer Reading Vocabulary Enhancement.
- The Carnegie-Stout Public Library Foundation applied for a DRA Mission Grant, and was invited to the second stage of the granting process, which included a presentation with the grant subcommittee. The presentation went well with some positive comments and feedback, but still waiting for the results. The request was for $100,000 per year over two years (2026 and 2027) to go toward the ongoing renovations.
- The Library Foundation also applied for a DRA Core Grant. Hopefully, between the two, we will receive some money. This request was for the maximum $50,000 for 2026.
- The Library Foundation applied for a McDonough Grant to seek additional funding for the Youth area seating project. The request was for $25,000. The Library Foundation has previously received $75,000 to help make this project happen.

The library received an award during the Historic Preservation Awards presentation for its efforts in supporting Encyclopedia Dubuque over the past several years. Encyclopedia Dubuque was a book written by retired elementary teacher Randy Lyon. In 2008 the library helped digitize the book to a Wikimedia format on the website: https://www.encyclopediadubuque.org/index.php?title=Welcome. Since then, Randy Lyon has continued to update the site regularly, and because of those efforts, he received the Duane Hagerty Historic Preservation Award. Because the library has continued to host and update the site, the library was also celebrated. Included in your packet is a photo of Mike May, who has worked closely with Randy over the years, and received the award on behalf of the library.

4) Interior Renovation Update

The Board of Trustees were provided a recap of the work staff completed to prepare for renovations to begin. This included the following projects:

First floor:

- Check-in desk has been abandoned. Two staff are now operating the Check-out Desk, with both functions happening there. Self-checks are still be relocated.
- Mail room has been emptied.
- 1st Floor copier moved to allow construction of temporary walls
- Exterior book return outside of main entrance will be closed during construction period for new circ desk

Second floor:

- Nonfiction collection weeded/shifted/consolidated
- Computers/staff access point moved to mezzanine area
- Empty shelving unites moved
- Makerspace moved to coffee bar area
- Some electrical work from space where computers were that was removed and carpet was patched.

5) City Council Goal Setting – Board of Trustees reviewed items to submit to the Dubuque City Council as part of their annual goal setting sessions.

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

B. Comment Cards – None.

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

*Motion:* *Mullin*
*Second:* *Connery*
*Vote:* *Aye – 5; Nay – 0*

7. Library Board Adjournment – The Board adjourned at 5:12 pm.

*"Motion to adjourn."*

*Motion:* *Guns*
*Second:* *Lieberman*
*Vote:* *Aye – 5; Nay – 0*

Diann Guns 06-25-2026

***Diann Guns, Board Secretary*** ***Date***

Approved

**MINUTES**
**CITY OF DUBUQUE LONG RANGE PLANNING ADVISORY COMMISSION**
**REGULAR SESSION**
5:30 p.m.
Wednesday, May 20, 2026
City Council Chambers, Historic Federal Building

**Commissioners Present: Vice** Chairperson Aaron Miller; Commissioners Rebecca Bruce (attending virtually), Cathy Dickens, Parker Scott, and Mark Ward.

**Commissioners Excused:** Beth McGrath

**Commissioners Unexcused**: Michael Rabagia

**Staff Members Present**: Wally Wernimont and Jason Duba.

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

**MINUTES**: Motion by Ward, seconded by Scott, to approve the minutes of the February 18, 2026 Long Range Planning Advisory Commission meeting as submitted. Motion carried by the following vote: Aye – Bruce, Dickens, Scott, Ward, and Miller; Nay – None.

**OATH OF OFFICE:** Conducted for new commissioner Scott and introductions were made.

**ITEMS FROM PUBLIC:** None.

**ITEMS FROM COMMISSION:** None.

**ITEMS FROM STAFF:**

***Imagine Dubuque update***

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

**Economic Prosperity**: Business, 1.3.1: Broadband providers. Dave Lyons indicated the work in building out the broadband network is complete, and Wernimont added that we now have redundancy in the system with loops.

**Sustainable Environment**: Land Conservation, 2.4.1: Dubuque County Conservation Long Range Plan, development of Locher Lake Recreation Area. Wernimont mentioned the bird habitat in the Technology Park.

**Social + Cultural Vibrancy**: Food, 3.1.1: School food purchasing is continuing though tighter budgets have reduced some schools' ability to do so.

**Livable Neighborhoods + Housing**: Housing, 4.2.4 & 4.2.5: Housing choice vouchers being promoted to landlords and the development of new properties accepting vouchers. Dickens said that vouchers can get ported to other cities, though that comes out of Dubuque's allotment of funding.

**Community Facilities**: Infrastructure, 5.2.3: Police substation - Dubuque Law Enforcement Center Space and Feasibility Study. Wernimont mentioned the Fire Department is also conducting a location study.

**Transportation + Mobility**: Public Transportation, 6.2.1 & 6.2.2: Areas of Persistent Poverty transit service study.

**Land Use**: Single-family, 7.1.1: UDC update, infill development. Ward asked about TIF changes, and Wernimont responded that the City Council is reconsidering their use of incentives following numerous successful housing developments.

***Unified Development Code update***

Wernimont explained that Planning Staff is reviewing the draft, which is more of a rewrite than an update. He also discussed some of the goals for the new code to foster development.

***City Council Goal Setting for Fiscal Year 2027***

Duba reviewed the City Council Goal Setting successes and suggestions.

***Downtown Master Plan***

Wernimont stated that Council budgeted for a downtown master plan, which the Planning Services Department will work on in the next fiscal year and the Commission will participate in.

The commission had brief discussion on several other topics:

- Data centers
- Roosevelt Middle School and the school district's plans
- Airport and the bus to Cedar Rapids
- Public transit

**ADJOURNMENT:** Motion by Miller, seconded by Ward, to adjourn the May 20, 2026 Long Range Planning Advisory Commission meeting. Motion carried by the following vote: Aye – Bruce, Dickens, Scott, Ward, and Miller; Nay – None.

The meeting adjourned at 6:40 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

July 15, 2026
Adopted

**PARK AND RECREATION COMMISSION MEETING**
**Tuesday, May 12, 2026**
**Bunker Hill Golf Course**
**2200 Bunker Hill Road, Dubuque, Iowa 52001**

**PRESENT:** Jennifer Tigges, Ron Axtell, Jason Henkel, Robin Kennicker, and Lori Ollendick

**ABSENT:** Josh Jorgenson and Jess Ochoa

**STAFF PRESENT:** Steve Fehsal, Dan Kroger, Matt Kalcevich

**CALL TO ORDER:** Ollendick called meeting to order at 4:39 p.m.

**MINUTES APPROVED VOTE:**

It was moved by Kennicker, second by Axtell, to approve the minutes of the April 8, 2026, meeting. Unanimous.

**PUBLIC INPUT:**

Kathy Canfield, residing at 10080 Timothy Street in Dubuque, IA, delivered a presentation on the Lagoon Reclamation & Nature Based Recreation Project, with full project details included in the packet distributed at the meeting and attached to these minutes.

**DISCUSSION AND RECOMMENDATION OF PARK AND RECREATION COMMISSION CITY COUNCIL GOALS AND PRIORITIES:**

Park Division manager Steve Fehsal introduced the Commission's goal setting sheets to be provided for review by City Council during their goal setting sessions in August 2026. Page one listed the success of FY 2026 identified by the Commission and their impacts. Page two listed the goals and focus issues for FY2027 identified by the Commission. Commission members listed their successes and discussed the goals. Commissioner Kennicker made a motion to approve the goal setting sheets and Commissioner Axtell seconded. Unanimous.

**PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE:**

Park and Recreation Director, Matt Kalcevich, provided a progress report of the Comprehensive Master Plan and handed out printed copies of the Master Plan to each commission member present.

**COMMISSION COMMUNICATION / QUESTIONS:**

Commission member, Ron Axtell, made mention of the two articles that were recently written in the Telegraph Herald, Court One Sports Complex as well as the Millwork District Park.

**ADJOURNMENT:**

It was moved by Axtell, second by Henkel, to adjourn the meeting at 5:56 p.m. Unanimous.

**PARK AND RECREATION COMMISSION MEETING**
**Wednesday, April 8, 2026**
**Bunker Hill Golf Course**
**2200 Bunker Hill Road, Dubuque, Iowa 52001**

**PRESENT:** Jennifer Tigges, Ron Axtell, Jason Henkel, and Lori Ollendick (via Phone)

**ABSENT:** Josh Jorgenson, Jess Ochoa, and Robin Kennicker

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

**CALL TO ORDER:** Axtell called meeting to order at 4:08 p.m.

**MINUTES APPROVED VOTE:**

It was moved by Tigges, second by Axtell, to approve the minutes of the March 10, 2026 meeting. Henkel abstain, Unanimous.

**PUBLIC INPUT:**

None.

**DIRECTOR UPDATE:**

Parks and Recreation Director, Matt Kalcevich, provided an update on the FY 2027 budget presentation as it related to the Five Flags Center, ImOn Arena, and Grand River Center. He also provided an update on the lighting of the town clock.

**FY 2027 OPERATING BUDGET REVIEW AND RECOMMENDATION:**

Park and Recreation Division Managers, Fehsal and Kroger, provided details on the FY 2027 operating budget that will be presented to council on April 13th. Henkel made a motion to recommend the FY 2027 operating budget. Ollendick seconded. Unanimous.

**DIVISION MANAGER REPORTS:**

Park and Recreation Division Managers, Fehsal and Kroger, provided an update on ongoing projects for Parks and Recreation.

**COMMISSION COMMUNICATION / QUESTIONS:**

None.

**ADJOURNMENT:**

It was moved by Tigges, second by Henkel, to adjourn the meeting at 5:20 p.m. Unanimous.

**PARK AND RECREATION COMMISSION MEETING**
**Wednesday, March 10, 2026**
**Bunker Hill Golf Course**
**2200 Bunker Hill Road, Dubuque, Iowa 52001**

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

**ABSENT:** Jason Henkel, Jess Ochoa

**STAFF PRESENT:** Steve Fehsal, Matt Kalcevich, and Angie Metcalf

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

**MINUTES APPROVED VOTE:**

It was moved by Axtell, second by Kennicker, to approve the minutes of the February 10th, 2026 meeting. Unanimous.

**PUBLIC INPUT:**

None.

**REVIEW AND RECOMMENDATION OF LEASE WITH DUBUQUE CHILDREN'S ZOO BOOSTER:**

Kennicker made a motion to recommend approval of the Dubuque Children's Zoo Booster lease. Ollendick seconded. Unanimous.

**REVIEW AND RECOMMENDTATION OF LEASE WITH TRI-STATE MODELERS :**

Axtell made a motion to recommend approval of the Tri-State Modelers Lease. Kennicker seconded. Unanimous.

**REVIEW AND RECOMMENDATION OF LEASE WITH DUBUQUE WATER SPORTS CLUB:**

Kennicker made a motion to recommend approval of the Dubuque Water Sports Club lease. Axtell seconded. Unanimous.

**REVIEW AND RECOMMENDATION OF MILLER RIVERVIEW CAMPGROUND MANAGEMENT AGREEMENT:**

Tigges made a motion to recommend approval of the Miller Riverview Campground Management Agreement. Jorgenson seconded. Unanimous.

## REVIEW AND RECOMMENDATION OF THREE-YEAR BEVERAGE CONTRACT:

Recreation Division Manager, Dan Kroger, provided a detailed comparison of two beverage options: Lime Rock Springs and Atlantic Bottling Company. Based on financial comparison, Axtell made a motion to recommend the three-year contract be awarded to Lime Rock Springs. Kennicker seconded. Unanimous.

## UPDATE ON HISTORIC MILLWORK DISTRICT PARK:

Park and Recreation Director, Matt Kalcevich, provided an update on the Historic Millwork District Park project. He explained discussions between internal work groups and stakeholders are in progress and the next steps in the project are being determined. Kalcevich will provide updates in future commission meetings.

## PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE:

Park and Recreation Director, Kalcevich, advised the Parks and Recreation Comprehensive Master Plan was approved and adopted by City Council on February 16th. Progress meetings will be held on a month, quarterly and annually basis. This will be a recurring section on the commission agenda.

## DIVISION MANAGER REPORTS:

Park Division Managers, Fehsal and Kroger, provided an updates on ongoing projects for Parks and Recreation.

## COMMISSION COMMUNICATION / QUESTIONS:

Axtell asked for more details about the project he had seen on the news regarding AEDs being installed in certain parks around the city. Fehsal provided details about the project.

## ADJOURNMENT:

It was moved by Tigges, second by Kennecker, to adjourn the meeting at 5:38 p.m. Unanimous.

**PARK AND RECREATION COMMISSION MEETING**
**Tuesday, June 9, 2026**
**Bunker Hill Golf Course**
**2200 Bunker Hill Road, Dubuque, Iowa 52001**

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

**ABSENT:** Jason Henkel and Jess Ochoa

**STAFF PRESENT:** Steve Fehsal, Dan Kroger, Matt Kalcevich

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

**MINUTES APPROVED VOTE:**

It was moved by Kennicker, second by Axtell, to approve the minutes of the May 12, 2026, meeting. Unanimous.

**PUBLIC INPUT:**

Arnold (Arnie) Fritch, residing at 1900 Ungs St. Dubuque 52001. Asked staff when the tennis courts at Flora will be completed. Matt provided an explanation of the process and Steve said the plan is to be done by the end of Fall.

**DISCUSSION OF FUTURE MEETINGS AND FACILITY TOUR:**

The group decided to not have a July meeting. The August meeting will be held at the Parks Offices with a potential Tour of Ham House. Potential tour locations for the will be emailed out by staff prior to the August meeting. The commission will discuss tour locations as well as provide additional options at the August meeting. The tours will take place at the September meeting. The date of that September meeting will also be determined at the August meeting.

**PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE:**

Park and Recreation Director, Matt Kalcevich, provided an update to the plan including the current Aquatic Study and future Community Center and Eagle Point assessments. Matt also spoke briefly about the progress of the Friends of Dubuque Parks group.

**DIVISION MANAGER REPORTS**

Recreation Division Manager, Dan Kroger spoke about the trainings that temporary staff have completed and how important these are to the success of our programs. Park Division Manager Steve Fehsal spoke about the current Greenhouse project as well as the budget change in activity title from Greenhouse to Horticulture.

**Commission Communications:**

Tigges asked about the status of the Key West pond discussion. Matt provided an update from the meeting with the group and City Manager.

Axtell asked about the Millwork Park and Steve provided an update.

**ADJOURNMENT:**

It was moved by Kennicker, second by Axtell, to adjourn the meeting at 5:37 p.m. Unanimous.

# Five Flags Civic Center Advisory Commission Meeting
# December 1, 2025

| | |
|---|---|
| **COMMISSIONERS PRESENT:** | Bryce Parks, McKenzie Blau, Colleen Myers, Alan Schumacher |
| **COMMISSIONERS ABSENT:** | Sara Tandy |
| **STAFF PRESENT:** | Tom Robbins, Greg Olson, Jayme Mescher, Alyson Tasker, Nick Farfan, Kalib Walling, Don Lorenz |
| **OTHERS PRESENT:** | Acting Project and Facilities Manager Marie Ware |
| **CALL TO ORDER:** | Parks called the meeting to order at 3:30 PM. |
| **OATH OF OFFICE:** | Chair Parks administered the Oath of Office to Blau and Myers. |
| **MINUTES APPROVED:** | Commissioner Blau motioned to approve the minutes of June 2, 2025 meeting. Seconded by Myers. Motion passed unanimously. |
| **INTRODUCTION OF OVG:** | Assistant General Manager/Director of Bookings Tom Robbins introduced himself as well as the remainder of the OVG team that staff Five Flags. Ryan Bonifas serves as the General Manager of both Five Flags and Grand River Center. The other shared positions between the two facilities are Sr. Director of Operations Jayme Mescher and Chief Engineer Don Lorenz. Five Flags has Greg Olson as Director of Finance, Alyson Tasker as Sr. Box Office and Marketing Manager, Sr. Event Manager Nick Farfan, Maintenance Supervisor Adam Davis, and Production Manager Kalib Walling. They are still working to fill the positions of Food and Beverage Manager, Operations Manager, and Manager of Partnerships. Each of the staff members present shared a little about themself and their position. The Commissioners then introduced themselves. |
| **TRANSITION TO DATE:** | Since July 1 the staff has been busy inventorying, cleaning, organizing, working on ways to conserve energy in the facility, securing the facility, hiring, training, and onboarding staff and more. Much work was done to ensure the first major concert, Treaty Oak Revival, was a great experience for the almost 4000 concert goers. Staff shared that a strength of OVG is the training and mentoring received from regional and corporate staff. This is helping the staff set up for success. |
| **UPDATE FROM ASSISTANT GENERAL MANAGER TOM ROBBINS ON BOOKINGS AND EVENTS:** | Robbins reported that he is busy working on booking events for the Center. He noted several theater shows upcoming. Iowa Power arena football had its first exhibition games in the arena. Tasker reported on the shows just announced and shared more will be coming. |

| | |
|---|---|
| **UPDATE FROM DIRECTOR OF OPERATIONS JAYME MESCHER** | Mescher shared that staff are learning the systems and becoming familiar with the facility. It was noted that staff have been able to cool the building areas so that guest comfort has been greatly improved with it being cool enough during the events in each area of the building. |
| **UPDATE FROM DIRECTOR OF FINANCE GREG OLSON:** | Olson shared the quarterly financials report with commission members. ASM closed the fiscal year $262,595 over the benchmark set. Ware reported this additional loss is proposed to be covered with other savings in the parks and recreation department budget during the FY 26 Budget Amendment #1. Olson reported that a streamlined payment system is being set up for accounts payable vendors which will benefit staff and the vendors as well. |
| **ADJOURNMENT:** | It was moved by Blau, seconded by Parks, to adjourn the meeting 3:50 p.m. Unanimous. |
| **NEXT MEETING:** | December 1, 2025, 3:30 p.m. |

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

The Dubuque City Council met in special session at 4:02 p.m. on August 25, 2026, in Room 4 of the Grand River Center, 500 Bell St.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

## SPECIAL SESSION
## Annual Goal Setting - Session 2 of 3

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council reviewed Goal 2: Financially Responsible, High-Performance City Organization: Sustainable and Effective Service Delivery; Goal 3: Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity; Goal 4: Livable Neighborhoods and Housing: Great Place to Live; Goal 5: Sustainable Environment: Preserving and Enhancing Natural Resources; Goal 6: Connected Community: Equitable Transportation, Technology, Infrastructure, and Mobility; and Goal 7: Diverse Arts, Culture, Parks and Recreation: Experiences and Activities. For each goal, Council voted on priority challenges and actions and made updates to select outcomes, actions, and challenges where necessary. They also voted on priority outcomes for Goals 2, 4, and 5. The meeting was informally paused for dinner at 5:33 p.m. and resumed at 6:02 p.m. Additionally, a short break was taken at 7:12 p.m., and the meeting resumed at 7:22 p.m. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, and Fire Chief Amy Scheller addressed relevant questions from the Council.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:32 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 4:00 p.m. on August 27, 2026, in Room 4 of the Grand River Center, 500 Bell St.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

**SPECIAL SESSION**
**Annual Goal Setting - Session 3 of 3**

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council Members reviewed the actions, management in progress, and major projects for each of their seven goals in the *Action Agenda* of their *Leader's Guide 2026*. Throughout the discussion, Van Milligen, Lehman, and Assistant City Manager Cori Burbach addressed relevant questions from the Council. The meeting was informally paused for dinner at 5:20 p.m. and resumed at 5:48 p.m. Additionally, a short break was taken at 7:01 p.m., and the meeting resumed at 7:07 p.m. City Council then voted on their top and high priorities, as follows:

**Top Priorities (in alphabetical order):**

- Comprehensive Fire Stations Location Study
- Dubuque Law Enforcement Center (DLEC) Short-Term Facility Enhancements (including Police/Fire Administration Facilities Study)
- Fire Department Staff Increases
- Police Department Full Staffing and Hiring
- Stormwater Management Investments Implementation: Direction, Funding and Project Completion
    a. 17th/Locust St. Stormwater Phase 2
    b. Kaufmann Ave. Storm Sewer
    c. Stormwater Detention Pond Maintenance
    d. Individual Neighborhood Situations

**High Priorities (in alphabetical order):**

- Asphalt Street Maintenance/Rehabilitation Program: Direction and Funding (10 Miles)
- Central Avenue Revitalization Plan Development: Construction and Traffic, Business Development, and Housing Creation
- City Strategy Supporting Community Efforts to Address Unhoused Individuals: Partnerships, Learn About Partner Mission/Actions
- Comprehensive Sports Tourism Partnership Projects
    a. Indoor/Outdoor Sports Complex
    b. Indoor Sports Facilities
    c. Second Ice Sheet
    d. Field of Dreams
    e. Competition Pool
- Parks and Recreation Master Plan Implementation Projects:
    a. Eagle Point Park: Continued Upgrades and Implementation of Increased Staffing
    b. Aquatics Study

c. Second Ice Sheet
d. Indoor/Outdoor Sports Complex

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:30 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 4:00 p.m. on August 24, 2026, in Room 4 of the Grand River Center, 500 Bell St.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of discussing the City Manager Executive Recruitment RFP Scoring Process and conducting annual goal setting.

## SPECIAL SESSION

1. Further Discussion of the City Manager Executive Recruitment RFP Scoring Process: Motion by Roussell to receive and file the documents and discuss among the Council. Seconded by Resnick. Leyendecker explained the proposed process in which City Council members will submit their scores to Human Resources, and Human Resources will compile the results and report back on the three highest-scoring proposals. Brumwell clarified that City Council members should score every proposal and that Human Resources will consolidate the submitted scores. Council members agreed to follow this process and set August 31 as the anticipated deadline for submitting scores, ahead of a planned meeting the week of August 31 to review and discuss the results. Motion carried 7-0.

2. Annual Goal Setting - Session 1 of 3: The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council discussed the overall purpose and process of goal setting, reflecting on the past year's accomplishments, reviewing the City's vision and mission statements, and confirming their individual desired outcomes and priorities. Council members then reviewed, commented on, and voted on priorities in the *Dubuque Vision 2041 Guide for Our Future*, focusing on the principles of a Safe, Healthy, Beautiful, Livable, Vibrant, Prosperous, Connected, and Welcoming Community. They next reviewed Goal 1: Healthy and Safe Community, making updates and voting on priority outcomes and challenges before examining the proposed actions associated with the goal. The meeting was informally paused for dinner at 5:01 p.m. and resumed at 5:25 p.m. Additionally, a short break was taken at 7:01 p.m., and the meeting resumed at 7:08 p.m. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, Police Chief Joe Messerich, and Fire Chief Amy Scheller addressed relevant questions from the Council.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:10 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

# STATE OF IOWA SS:
# DUBUQUE COUNTY

**CERTIFICATE OF PUBLICATION**

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

08/26/2026

and for which the charge is 418.14

Kathy Goetzinger

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

this 26th day of August, 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 August 17, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on data center information and community input.

WORK SESSION

Data Center Information & Community Input Report

City Attorney Brumwell and Assistant City Manager Cori Burbach provided a presentation regarding data center information and community input. City Council Members discussed the constraints associated with hyperscale data centers within the Dubuque city limits, including topographical conditions and limited available land. Council Members identified priorities for a future ordinance, including environmental and operational considerations such as electrical and water usage, noise mitigation, stormwater management, decommissioning requirements, and size thresholds for applicability. Brumwell noted that a formal agreement in addition to an ordinance could provide the City with greater flexibility, options, and accountability, including through requirements for letters of credit or bonds. Brumwell discussed potential legal limitations on regulating development on privately owned property and indicated she would coordinate with appropriate City departments regarding additional ordinance components. While the City may have limited authority to regulate utilities directly, she noted that the City could require companies to report associated usage data. Van Milligen clarified that taxes would be assessed based on property valuation. Council Members expressed support for a hybrid ordinance structure that would use the zoning code to identify data centers and establish size thresholds for review, with a separate section outlining detailed operational requirements. The Council requested a six-month moratorium, with the option for extension if necessary, and directed staff to present the moratorium at the September 8, 2026, City Council meeting. Council Members reiterated that no data center proposal has been submitted within the City of Dubuque and emphasized the importance of allowing sufficient time to establish an appropriate and well-informed review process.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:27 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on August 17, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2026) was accepted by Co-Chairs Brian Hallstoos and Ernestine Moss on behalf of the Nathaniel Morgan Memorial Committee.

CONSENT ITEMS

Austin Bodenhofer, 119 W. 23rd St., requested Item No. 2 be held for separate discussion. Sprank requested Item No. 5 be held. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 2 and 5. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of August 3, 2026; Community Development Advisory Commission of June 26, 2026; Proof of Publication for City Council Proceedings of July 6 and 20, 2026 and Expenditure Reports for periods of May 1 through July 10 and July 11 through July 16, 2026. Upon motion the documents were received and filed.

2. Notice of Appeal of Claim: Motion by Sprank to receive and file the documents and refer to the City Attorney. Seconded by Resnick. Bodenhofer requested the City Council grant his appeal and summarized the circumstances that resulted in damage to his vehicle. Motion carried 7-0.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 303-26 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

4. Notice of Award and Request to Execute Agreement for 2026-2027 City of Dubuque AmeriCorps Program: Creating Opportunities: Upon motion the documents were received, filed, and approved.

5. FY27 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan: Motion by Sprank to receive and file the documents and approve the City of Dubuque's FY 2027 update to the Dubuque County 5-Year REAP Plan. Seconded by Wethal. At Councils request, Van Milligen read a memo from Parks and Recreation Director Matt Kalcevich regarding updates to Eagle Point Park. Van Milligen also provided information on the Jeffris Family Foundation Grant, for which staff have applied and are pending confirmation on the outcome. Cavanagh noted that Kalcevichs memo had been requested ahead of goal-setting discussions and asked that it be included with the goal-setting materials. Breitfelder confirmed that the memo can be posted on the Citys website until the goal-setting agendas are ready for publication. In response to a question about whether residents could offer input on Eagle Point Park at this time, Brumwell clarified that because the agenda item pertained specifically to REAP, any public comments should address that topic rather than Eagle Point Park improvements. Motion carried 7-0.

6. Fire Headquarters Construction Contract Approval - HQ Bunkroom: Upon motion the documents were received and filed,

and Resolution No. 304-26 Awarding The Public Improvement Contract For The Fire Department Bunk Room Remodel was adopted.

7. Final Plat of Swiss Valley Estates: Upon motion the documents were received and filed, and Resolution No. 305-26 Authorizing Approval Of The Final Plat Of Swiss Valley Estates, Dubuque County, Iowa was adopted.

8. Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 Period 1: Upon motion the documents were received and filed, and Resolution No. 306-26 Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2027 For The City Of Dubuque, Iowa was adopted.

9. Adoption of Supplement Number 2026 S-20 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 307-26 Adopting Supplement No. 2026 S-20 To The Code of Ordinances Of The City Of Dubuque, Iowa was adopted.

10. Resolution Approving 2026 Dodds and Sinclair Terminal Contaminated Soil Removal Project Award: Upon motion the documents were received and filed, and Resolution No. 308-26 Awarding Public Improvement Contract For The Dodds And Sinclair Terminal Contaminated Soil Removal Project was adopted.

11. Signed Contracts: Bauer Built for Tire Changes/Repairs for Transportation Services buses/vehicles; Dubuque County for enforcement of delinquent parking tickets; Dubuque Forward, LLC for Design and Installation of Lighting on Historic Town Clock; Environmental Systems Research Institute, Inc. for Small Government and Local Utility EA Esri Advantage Program; FIRE RECOVERY USA, LLC for billing services; Graymont Western Lime for the City of Dubuque Water High Calcium Quicklime Bid Documents 2026; Green Valley Landscaping for City Detention Basin Maintenance; Hills and Dales for FY 2027 Special Services Grant Program Agreement; Holy Family Catholic Schools for Temporary Parking License Agreement; KorTerra, Inc. for software-as-a-service; Municipal Well & Pump for Well No. 7 Rehabilitation Phase 3 Project; Top Grade Excavating, Inc. for the Dodds and Sinclair Terminal Contaminated Soil Removal Project at South Terminal Street. Upon motion the documents were received and filed.

12. Public Improvement Contracts with Performance, Payment, and Maintenance Bonds: Black Hawk Roof Company, Inc. for the Municipal Services Center Roof Replacement Project; Gansen Excavating, Inc. for Historic Millwork Outdoor Community Space Parking; Globalcom Technologies for City Facility Security Upgrade - City Hall Acre-Feenics Installation. Upon motion the documents were received, filed, and approved.

13. Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 360 E. 16th Street: City Manager recommended City Council approval of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 360 E. 16th Street in Dubuque. Upon motion the documents were received, filed, and approved.

14. 1199 Central Avenue, Release of Real Estate Mortgage: Upon motion the documents were received, filed, and approved.

15. Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria

Subdivision Project: Upon motion the documents were received and filed, and Resolution No. 309-26 Approving An Agreement Between The City Of Dubuque, Iowa And Eric McFadden was adopted.

16. Correction of the 2527 Washington Street Special Warranty Deed and Request for Approval of Revised Document: Upon motion the documents were received and filed, and Resolution No. 310-26 Approving A Corrected Special Warranty Deed And Authorizing Execution And Recording Of The Document was adopted.

17. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 311-26 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.

18. Approval of Retail Tobacco Permit and Device Retailer Permit Applications: Upon motion the documents were received and filed, and Resolution No. 312-26 Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3 was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by 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. Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa: Upon motion the documents were received and filed and Resolution No. 313-26 Intent To Dispose Of City Interest By Grant Of Embankment Easement To Holy Family Catholic Schools, Dubuque, Iowa, Across Part Of Lot 1 Of Mineral Lot 383 All In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 8, 2026 in the Historic Federal Building.

2. Setting Public Hearing for Consenting to the Renewal of Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank: Upon motion the documents were received and filed and Resolution No. 314-26 Setting A Date For A Public Hearing To Consent To The Renewal Of The Operating Line Of Credit Between The Dubuque Racing Association LTD. And Nicolet National Bank was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 8, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Airport Commission: Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker). Applicants: Michael Finnin, 1129 Hunters Ridge; Michael Phillips, 955 Washington St.; Molly Grover, 2245 Green St.; Matthew Mohr, 560 Sunset Ridge. Grover and Mohr spoke in support of their applications.

2. Housing Commission: One, 3-Year term through August 17, 2029 (Expiring term of Eudaley). Amy Eudaley, 950 Wood St.

Appointments were made to the following boards/commissions.

1. Community Development Advisory Commission: One, 3-Year term through February 15, 2028 (Vacant Low/Moderate Income

Representative term of Jeter); One, 3-Year term through February 15, 2029 (Vacant At-Large term of Monzena). Applicants: Rakitta Fischer, 2409 Jackson St. (Qualifies for At-Large term and Low/Moderate Income Rep. term); Paul Uzel, 61 North Algona St. (Qualifies for At-Large term). Motion by Roussell to appoint Fischer to the low/moderate income representative term. Seconded by Sprank. Motion carried 7-0.

Motion by Sprank to appoint Uzel to the at-large term. Seconded by Wethal. Motion carried 7-0.

2. Transit Advisory Board: Three, 3-Year terms through July 30, 2029 (Expiring terms of Brown, Orwoll, and Serna). Applicants: Marilyn Cole, 1321 Tomahawk Dr.; Greg Orwoll, 2635 West 32nd St.; Dora Serna, 2160 Marion St. Motion by Roussell to appoint Cole, Orwoll, and Serna to the terms. Seconded by Resnick. Motion carried 7-0.

PUBLIC HEARINGS

1. Wacker Plaza Planned Unit Development Amendment: 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. 32-26 Amending Title 16, The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance 40-89 And 50-05 Which Provides Regulations For A PUD Planned Unit Development District With A PC Planned Commercial Designation For The Wacker Plaza PUD District At 800 And 806 Wacker Drive And Now Being Amended To Update The Conceptual Development Plan And To Modify Parking And Signage Regulations. Seconded by Wethal. Motion carried 7-0.

2. Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 315-26 Approving An Amended And Restated Lease Agreement By And Between The City Of Dubuque And RG Hospitality, LLC For Real Property In The City Of Dubuque, Iowa. Seconded by Wethal. David Westergaard, Chief Financial Officer of RG HOSPITALITY, LLC, Rapid City, SD, 57701, virtually summarized the proposed updates to the Grand Harbor Hotel. Jimmy Evans of Choice Hotels virtually summarized the companys partnership with the Riddle Group. David Downs, 1070 Main St., questioned the duration of the lease. Economic Development Director Jill Connors stated that the Development Agreement includes a stipulation for annual reviews of the property. Westergaard explained that the companys financial institution requested a 50-year lease. City Council Members shared that the City only leases riverfront property and expressed support for the lease duration. Motion carried 7-0.

3. Petition to Vacate Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 316-26 Vacating Of A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right Of Way, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa and No. 317-26 Disposing Of City Interest In A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right

Of Way, Legally Described As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

4. JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Conduct Public Hearing and Approve Bidding Documents: Motion by Wethal to receive and file the documents and adopt Resolution No. 318-26 JFK Tower Interior Piping And Expansion Joint Replacement Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Resnick. Motion carried 7-0.

PUBLIC INPUT

The following individuals provided input on Eagle Point Park, highlighting a variety of concerns with its upkeep and requesting City Council prioritize it during goal setting: George Davis, 120 S. Grandview Ave.; Karl Stieglitz, 533 Lowell St.; William Meyer, 1856 Rhomberg Ave.; Greg Freiburger, 22616 Starview Dr.; Maria McDonald, 1125 Highland Pl.; Katherine Sorenson, 2613 Jackson St.; Karen Rokusek, 12428 Augusta Ct.; Phil Levos, 980 S. Grandview; Mary Bowden, 2069 Avalon; Mike Hoskins, 3052 Westmore Dr.; Leonard Dress, 541 Groveland Pl.; Jeff Small, 13924 Surrey Ln; and David Downs, 1070 Main St.

Nino Erba, 180 W 15th St. Apt. 306, provided comments regarding the timing of City grant programs and recommended approaches for gathering community input related to brownfield site cleanup.

Breitfelder announced receipt of written input from Jill Pankow, 2620 Marquette Pl., regarding concerns about Eagle Point Park.

ACTION ITEMS

1. Resolution Amending Lot Name For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 319-26 Resolution Amending City Council Resolution No. 293-26, No. 295-26, No. 316-26 (Resolution Vacating Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa), And No. 317-26 (Resolution Disposing Of Lot 25B Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque Iowa). Seconded by Wethal. Motion carried 7-0.

2. Approving a Development Agreement by and between the City of Dubuque, Iowa and Thunder Valley, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 320-26 Approving A Development Agreement By And Between The City Of Dubuque, Iowa, And Thunder Valley, LLC. Seconded by Roussell. Economic Development Director Jill Connors outlined the departments procedure for reviewing a developers history of compliance with other City departments prior to entering into any agreements. Van Milligen provided an overview of upcoming state-mandated limitations on the Citys ability to capture tax-abatement-related valuation growth. He also stated his intent to recommend that the City Council discontinue housing incentives for market-rate projects outside the downtown district while maintaining incentives for workforce and affordable housing both within and outside the downtown area. City Council Members discussed which incentives remain necessary and emphasized the need for additional data regarding current housing demand and the occupancy levels of existing apartment units. Motion carried 5-2 with Staver and Leyendecker voting nay.

3. North American Trainer Association (NATA) Formation Flight Training at Dubuque Regional Airport Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Leyendecker. City staff showed a video of the North American Trainer Association (NATA) conducting their annual formation flight training at the Dubuque Regional Airport (DBQ) before EAA AirVenture in Oshkosh, Wisconsin. This video can also be viewed at https://youtu.be/J0eP1YM1Cos?si = HFiosGDIMZTrlbsm. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Roussell reported on an upcoming Friends of Dubuque Parks event at Eagle Point Park.

Leyendecker reported on the recent Major League Baseball (MLB) game at the Field of Dreams.

Sprank reported on the National Night Out event, Crescent Community Health Centers 20th anniversary celebration, the Art on the River opening reception, DubuqueFest, and the Dubuque Area Labor Harvests food giveaway.

Resnick reported on DubuqueFest, the Art on the River reception, the Environmental Protection Agencys (EPA) Brownfields welcome event, and service on Four Mounds Foundations Board.

Wethal reported on an NAACP Housing Commission meeting, Crescents anniversary, and the MLB game.

Cavanagh welcomed all incoming college students and reported on welcoming the EPA Region 7 Administrator and the MLB game.

CLOSED SESSION

Motion by Wethal to convene in closed session at 8:39 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 attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Assistant City Attorney Jason Lehman. Motion carried 7-0.

The City Council reconvened in open session at 10:43 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:43 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 8/26

# 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:

08/26/2026

and for which the charge is 42.42

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

this 26th day of August, 2026

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA

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

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:15 p.m. on August 18, 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 (attended virtually), City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of discussing the process for the City Manager Executive Recruitment RFP Submissions.

SPECIAL SESSION
City Manager Executive Recruitment RFP Submissions

Motion by Resnick to receive and file the documents and to engage in discussion regarding the City Councils approach to evaluating and vetting an executive recruitment firm for the Request for Proposals (RFP) for City Manager Executive Recruitment Services. Seconded by Sprank. City Council Members affirmed their desire to participate collectively in the evaluation of responses to the RFP and identified several key criteria they consider important in the review process. Van Milligen stated that although his final working day is planned for May 28, 2027, he is willing to extend his service if needed. Talent Acquisition Manager Kristen Dietz and Brumwell provided an overview of the Human Resources Departments standard candidate evaluation procedures. Dietz indicated she will prepare a formal evaluation matrix for Council use. Brumwell confirmed that, because the full City Council will be participating in the evaluation process, meeting agendas will be posted in accordance with Iowa Code Chapter 21. Council Members agreed that Mondays outside of regular City Council meetings are generally workable for scheduling additional sessions. They consented to being polled by the City Managers Office regarding their specific availability for the next meeting and subsequent meetings. Motion carried 7-0.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 5:59 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 8/26

# 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:

08/26/2026

and for which the charge is 1711.95

Kathy Goetzinger

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

this 26th day of August, 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
07/30/2026 ? 08/13/2026
EXPENDITURES BY PURPOSE AND VENDOR
Vendor, Description, Amount;
1PASSWORD, Password app, 47.88; 7G DISTRIBUTING LLC, Alcohol Purchase Recreation, 821.95; A & G ELECTRIC COMPA, Engine House receptacles, 477.59; A & G ELECTRIC COMPA, Fed Bldg Electrical switch install, 369.91; A M LEONARD INC, EZ PICK UP TOOL FOR STAFF, 241.99; A M LEONARD INC, STRAPS FOR TREE STURDINESS AND LABELS FOR PICKUP, 217.52; ABELN ABSTRACT, river city dev/crossroads/249154, 595.00; ACCO UNLIMITED CORPO, POOL CHEMICALS, 5,763.40; ACCURATE ANALYTICAL, 1920 Jackson APT A/B - 1743.5 White - EBL Testing, 229.00; ACUSHNET CO, Refund on Pro Shop Specialty Items, (103.50); ACUSHNET COMPANY, Pro Shop Specialty Items, 469.00; ADAM'S DANCE CONNECT, FY27 RECREATION DANCE CLASSES, 160.00; ADDOCO INC, MULCH FOR GREENHOUSE AREAS, 1,210.00; ADOBE SYSTEMS INC, Asobe CC for IT/MS 3515732763, 779.88; ADOBE SYSTEMS INC, Lib. materials software HD045617427CUS, 31.79; Advanced Turf Soluti, TURF CHEMICALS, 8,307.50; ADVANTAGE SHEET META, FY27 HVAC Services City Hall, 315.00; ADVANTAGE SHEET META, HVAC REPAIRS TO JOTC 5/26/26, 780.00; AECOM TECHNICAL SERV, 17th W Locust FEMA BRIC Grant Assistance, 16,249.53; AECOM TECHNICAL SERV, B2E2 (705) RAISE Planning Grant Design Services, 51,897.48; AHLERS & COONEY PC, Environmental Professional Fees 07/23/26, 476.00; AHLERS & COONEY PC, Environmental Professional Services 06/24/26, 918.00; AHLERS & COONEY PC, General Professional Services, 72.00; AHLERS & COONEY PC, Portzen Arbitration Professional Services, 748.00; AHLERS & COONEY PC, Urban Renewal General Professional Services, 300.00; AHS Rescue LLC, Technical Rescue Team Tools, 3,303.35; AIRGAS LLC - NORTH N108, PERSONAL PROTECTION EQUIPMENT/GLOVES, 351.60; AIRGAS USA LLC, FY2027 BLANKET PO-TANK RENTALS, 5.58; AIRGAS USA LLC, Liquid Oxygen for the WRRC - FY27, 12,448.29; AIRGAS USA LLC, Medical Oxygen for Ambulances for FY27, 17.54; AJGX3, Shirts for MLB, 960.00; AK & L Business LLC, PIZZAS FOR CONTRACTOR MEETING, 128.52; ALDI 64081, ADMIN OFFICE SUPPLIES, 7.98; ALL SEASONS HEATING, FBO Air Conditioner, 482.50; ALL STAR ENVIRONMENT, Nuisance clean up 2545 Marywood Dr, 815.72; ALLIANT ENERGY, (B) PW- FY27 Alliant Energy Cost Multiple Location, 311.14; ALLIANT ENERGY, 0557811000 PORT RAMP FY27, 4,143.57; ALLIANT ENERGY, 2527 Washington - Alliant Energy - City Owned, 3.61; ALLIANT ENERGY, 2527 Washington St. - Alliant Energy - (City Owned, 43.40; ALLIANT ENERGY, 514 Angella - Alliant Energy (City Owned), 86.73; ALLIANT ENERGY, Alliant 0539621000 12th Bluff Lot FY26, 23.86; ALLIANT ENERGY, Alliant 1406331000 Intermodal Ramp FY27, 2,293.85; ALLIANT ENERGY, Alliant 1522511000 5th St Ramp FY27, 2,957.42; ALLIANT ENERGY, ALLIANT 4392701000 Ramps/Lots FY27, 8,785.27; ALLIANT ENERGY, Alliant 6477860931 12th Elm Lot FY27, 108.63; ALLIANT ENERGY, ELECTRIC BILLS FOR FY27, 36,018.13; ALLIANT ENERGY, Electricity for Intermodal July 26, 2,968.42; ALLIANT ENERGY, Electricity for JOTC July 26, 3,310.49; ALLIANT ENERGY, FY27 - Electricity Expenses for 6 Fire Stations, 4,205.84; ALLIANT ENERGY, FY27 Alliant Street and Traffic Lights, 5,223.11; ALLIANT ENERGY, FY27 Electricity 1300 Main City Hall Annex, 1,751.43; ALLIANT ENERGY, FY27 Electricity

MFC 1157 Central Ave, 3,445.18; ALLIANT ENERGY, FY27 Electricity W 5th Restrooms, 74.89; ALLIANT ENERGY, Street and Traffic Lights Electricity, 796.86; ALTORFER INC, (B) FM - Parts & Service (Gen Maint) under MSA, 1,261.25; Amano McGann Inc, Amano Mcgann Software Fees FY27, 7,586.00; AMAZON MARK* 836RP7853, Goldmate 800W UPS 2807455, 191.99; AMAZON MARK* 9A1F24EF3, Special Events, event supplies, food, etc, 128.80; AMAZON MARK* A76CA30K3, program materials, 75.98; AMAZON MARK* B412D9Z63, GARDEN HOSE FITTING/SPLITTER TO BE USED WHEN SUPPL, 17.69; AMAZON MARK* DB4U877U3, IPHONE CHARGERS FOR DISTRIBUTION STAFF, 91.96; AMAZON MARK* E36KP32O3, Special Events, 851.35; AMAZON MARK* IR3SW1LA3, Special Events, event supplies, food, etc, 103.84; AMAZON MARK* LG65W3XX3, Office Supplies Name stickers for Public Input Eng, 6.99; AMAZON MARK* UX53Y8YW3, Special Events, event supplies, food, etc, 13.00; AMAZON MARK* WB03N56A3, DVD burner and AAA batteries 07/08/2026, 45.51; AMAZON MARK* YM48Z8M83, HOSES FOR SUPPLYING TEMPORARY WATER FOR CONTRACTOR, 19.98; AMAZON MKTPL*1Q0HV9IU3, AC Safety PPE and cat food for trapping, 101.22; AMAZON MKTPL*2K8DO5HU3, Program Equipment, 212.63; AMAZON MKTPL*2L9FV0043, Supplies for IT, 111.50; AMAZON MKTPL*354OI5O03, Flannel board supplies 1685828, 30.39; AMAZON MKTPL*3V7GT3HD3, Sm Tools/Eq: charging cords, charging boxes, adhes, 302.48; AMAZON MKTPL*4C8XM82M3, legal size pocket folders, 113.12; AMAZON MKTPL*5885B1DF0, CMO Office Supplies, 26.99; AMAZON MKTPL*6330063K3, pest control, 44.45; AMAZON MKTPL*6R76Q2MG3, board games and video game supplies 4806655, 128.77; AMAZON MKTPL*7D64P5T13, Poison Ivy wipes and lotion, 68.46; AMAZON MKTPL*7J6QE6FH3, Ear Protection, 50.99; AMAZON MKTPL*7K5JY5DR3, Craft supplies 9135403, 19.50; AMAZON MKTPL*7R0U68QH3, HQ - kitchen towels/dishcloths, 35.99; AMAZON MKTPL*7X14C6N53, DTF white ink 8577053, 49.99; AMAZON MKTPL*7Y8TF15C3, Replacement TV for Phoenix alert system, 99.99; AMAZON MKTPL*815SY8D03, Batteries 4016255, 6.64; AMAZON MKTPL*9S3PW2H43, Spray/Soap Dish, 20.96; AMAZON MKTPL*A06H961U3, 3d filament restock and solenoid locks 0915452, 321.69; AMAZON MKTPL*AE3JL87A3, Hudson Valve, 32.99; AMAZON MKTPL*AK2KN1DZ3, office supplies 5694669, 78.70; AMAZON MKTPL*B175R19W3, CMO Office Supplies, 302.91; AMAZON MKTPL*B99ZA44V3, Misc Supplies for PoD Marina, 110.29; AMAZON MKTPL*BI3PH87B3, Notebook for Chris, 8.50; AMAZON MKTPL*BQ67D90D3, Grommet Tool Kit/Ear Protection, 95.48; AMAZON MKTPL*BX7WA5T73, Hand Dryer for Comiskey Restroom Repair, 778.00; AMAZON MKTPL*CC7AV3EP3, wall mount for phone Mitel phone lobby, 43.00; AMAZON MKTPL*CF4HH33J3, Box cutter for incoming supplies; ipad cover for, 33.97; AMAZON MKTPL*DA1BR52S3, Materials for Youth Sports, 38.57; AMAZON MKTPL*DB3CK1Y23, July 4th Oil, 140.96; AMAZON MKTPL*DC5B80AF3, signage for data center, 48.15; AMAZON MKTPL*DR5X67PB3, July 4th Oil, 101.84; AMAZON MKTPL*DS1PQ5GJ3, hard drive for traffic, 719.99; AMAZON MKTPL*DZ27C6X73, plumbing supplies, 132.98; AMAZON MKTPL*DZ6N75SV3, Program Equipment, 21.55; AMAZON MKTPL*ET89Z6323, lib. supplies and materials 4192256, 105.35; AMAZON MKTPL*FN0RE0F53, CMO Office Supplies, 170.09; AMAZON MKTPL*FW5AH1MP3, Traffic Cones, 86.90; AMAZON MKTPL*G56DM0W43, Foam Ear Plugs, 18.79; AMAZON MKTPL*G79OB77J3, Laser alignment tool for Ohmtech laser heads 51562, 29.99; AMAZON MKTPL*GR0365VY3, Laser alignment tool 4987424, 40.00; AMAZON MKTPL*GU7300O13, Book 1167412, 86.31;

AMAZON MKTPL*GX30A98R3, office supplies, 79.78; AMAZON MKTPL*H37JL2YD3, Stores: stock exhaust pipe/mower muffler, 73.76; AMAZON MKTPL*HD81Q9TK3, 256GB SD cards 9504218, 103.49; AMAZON MKTPL*HF9609CY3, Inspector Equipment - Flashlights (2), 154.98; AMAZON MKTPL*I55JW4TW3, Hair nets for inspection, 8.99; AMAZON MKTPL*IP3ON6963, 420006# - Heavy duty tool mount, 119.12; AMAZON MKTPL*JO15D6I03, flag restring kits, 183.58; AMAZON MKTPL*K26NI3P73, Kitchen Utensils, 81.95; AMAZON MKTPL*KJ3XK2WP3, Craft supplies 7389029, 221.23; AMAZON MKTPL*L25Q37A43, Office Supplies - Business Card Holders (3), 110.22; AMAZON MKTPL*M64VG79O3, office supplies-pens 8386612, 32.79; AMAZON MKTPL*MD6PI2MN3, Pool Program Supplies, 256.50; AMAZON MKTPL*NC9HO2913, plumbing supplies, 14.39; AMAZON MKTPL*NH2Z64Q83, Insecticide Spray - bed bugs, 51.03; AMAZON MKTPL*NN53A6983, EMS supplies, 15.98; AMAZON MKTPL*NO7GR37E3, Stores: 5g gear oil pail, 557.76; AMAZON MKTPL*O17AW6HW3, Mouse/Calendar, 27.87; AMAZON MKTPL*O931A2VG3, Hose & Soap for PoD Marina, 93.89; AMAZON MKTPL*OF2989KD3, ms craft supplies 06/18/2026, 148.02; AMAZON MKTPL*P20R768G3, Notebooks for Shena, 14.96; AMAZON MKTPL*PE7DG7HJ3, white board, 91.98; AMAZON MKTPL*QF5KP9U13, NEW WALL MOUNTS FOR 4 NEW PHONES AT WATER TREATMEN, 172.00; AMAZON MKTPL*R082V9VD3, HQ - kitchen hood filters, 82.90; AMAZON MKTPL*R086S9PU3, LC-ST for VFL, 7.99; AMAZON MKTPL*R137194P3, McAleece Concessions, 19.47; AMAZON MKTPL*R84IY4R33, Office Supplies used at Public Input Engagement Me, 354.64; AMAZON MKTPL*RR1VT1WU3, Supplies for summer school 1167212, 43.36; AMAZON MKTPL*RV9P75FH3, Maker space supplies 4332261, 74.45; AMAZON MKTPL*SH4322LY3, Silica gel and crafting supplies 9894669, 102.56; AMAZON MKTPL*SN3YU0FA3, tools, 40.05; AMAZON MKTPL*T74BK8Z93, batteries for Parking Ramp cleaning, 226.20; AMAZON MKTPL*TJ5337WI3, CMO Office Supplies -Paper, 97.25; AMAZON MKTPL*TR2SP3NB3, 3D filament restock 0915452, 90.70; AMAZON MKTPL*U052R2593, library materials for circulation 3397846, 189.82; AMAZON MKTPL*U88AO0BG3, Rec Admin Office Supply, 8.99; AMAZON MKTPL*UE1K49VE3, Materials for Youth Sports, 37.13; AMAZON MKTPL*UF28K9JR3, books and supplies 7269006, 38.03; AMAZON MKTPL*US0755AO3, cleaning supplies 5976243, 110.58; AMAZON MKTPL*US5AI83X3, Office Supplies - Calendar, 5.93; AMAZON MKTPL*UT69S9333, Easel for meetings, 17.99; AMAZON MKTPL*UZ4C19VE3, Replacement Co2 tube. focus lens and mirrors for l, 690.04; AMAZON MKTPL*V61NN64M3, Chris Headset and Renee Notebook, 117.50; AMAZON MKTPL*VH7LR36O3, July 4th Oil, 154.14; AMAZON MKTPL*W23OA4SL3, Materials for Youth Sports, 60.94; AMAZON MKTPL*WG6UG4AA3, 2 Snapmaker U1s for Makerspace 4155406, 1,613.10; AMAZON MKTPL*WW1YE9FS3, Office hooks for Chris, 17.83; AMAZON MKTPL*XK80G2RP3, CMO Office Supplies, 35.84; AMAZON MKTPL*XN84H5053, Binders for fire plan, markers and magnets for dry, 198.01; AMAZON MKTPL*ZG7V11PF3, Micro magnets 4570646, 15.99; AMAZON MKTPL*ZL0T63QW3, glare screen for monitor 1581847, 76.99; AMAZON MKTPLACE PMTS, book REFUND 3730633, (13.85); AMAZON MKTPLACE PMTS, Credit for damaged box of paper received, (97.25); AMAZON MKTPLACE PMTS, Janitorial Supplies Refund, (75.06); AMAZON MKTPLACE PMTS, Program Supplies Refund, (34.95); AMAZON MKTPLACE PMTS, Refund of Ear Protection, (47.49); AMAZON MKTPLACE PMTS, refund plumbing supplies, (132.98); AMAZON RETA* 017JB8TE3, Book, 21.95; AMAZON RETA* 581033UL3, Terminal Printer, 189.00; AMAZON RETA* 7A1LD8TH3,

EDUCATION MATERIALS, 29.50; AMAZON RETA* AE7Q37763, 2 books for library's collections 3274650, 35.59; AMAZON RETA* B403Q9UU3, plumbing supplies, 13.39; AMAZON RETA* E84JO6N53, faucet repair parts, 60.08; AMAZON RETA* FV2SZ2B33, Book 1530638, 22.99; AMAZON RETA* GO02T9D03, Velcro for Fire Helmets, 8.65; AMAZON RETA* GY6EC4II3, Pool Signs, 9.43; AMAZON RETA* L59LP0N53, water fountain filters - JOTC building, 245.13; AMAZON RETA* QC1CP62H3, ADMIN OFFICE SUPPLIES, 39.99; AMAZON RETA* QE9BY97Y3, plumbing supplies, 11.15; AMAZON RETA* R74AR1Q03, 6 books for library collections 6481849, 85.62; AMAZON RETA* SB6ZS8PY3, light fixture, 25.03; AMAZON RETA* SC7986KH3, Copy Paper, 29.18; AMAZON RETA* SI3XD6LT3, custodial supplies, 20.37; AMAZON RETA* W08O03C43, Books 6611420, 115.36; AMAZON RETA* WL7SF8K83, Video games and book for collection 9271436, 174.24; AMAZON RETA* XD86I88K3, Rec Admin Office Supply, 17.88; AMAZON RETA* XE9371413, Wall protection, 12.12; AMAZON RETA* XN0BJ5FH3, Rec Admin Office Supply, 13.62; AMAZON RETA* Y31US48R3, USB to db9 serial adapters, 25.58; AMAZON RETA* ZC56P6HS3, pest control, 18.97; AMAZON.COM*416OM54A3, books for book club 0044262, 208.68; AMAZON.COM*5N5OT7AZ3, CMO Office Supplies, 67.98; AMAZON.COM*5Q7G52E13, New batteries for server battery backups per IT, 331.83; AMAZON.COM*EA1YY1A93, Printer paper and card stock for office, 46.74; AMAZON.COM*EF8V92UN3, 10 book club books and 2 books for collection 1551, 194.40; AMAZON.COM*IT0LB0RR3, CMO Office Supplies, 49.60; AMAZON.COM*KP3PI2YB3, 6 books to ad to lib. collection, 99.96; AMAZON.COM*M37L84IR3, Kristin Hill's headset, PIO Office Supplies, 35.61; AMERICAN AIRLINES, Admin Meetings & Conferences, 1,099.80; AMERICAN AIRLINES, Econ Mob Meeting and Conferences, 322.80; AMERICAN AIRLINES, Econ Mob Meetings and Conferences, 30.00; AMERICAN AIRLINES, Econ Mobility Meetings & Conferences, 1,099.80; AMERICAN AIRLINES, ICMA EMO Flight 2026 National Economic Mobility an, 812.60; AMERICAN ASSOC OF CODE, for CEU's, 20.00; AMERICAN FAMILY MUTA, 1523 Elm St; Jurisic, Ruth Property Insurance, 2,234.00; AMERICAN LEGAL PUBLI, Code Supplements, 291.00; AMERICAN RESPONSE VE, 130004# Parts, 88.04; AMERICAN RESPONSE VE, 130010# Parts, 76.04; AMERICAN WATER WORKS, AWWA INDUSTRY STANDARDS-REPLACEMENT AND FLUSHING O, 99.00; APPLE INC, weather app, 26.74; Aquatic Informatics, FY2027 YEARLY TOKAY SUPPORT SOFTWARE & WEB TEST FE, 6,384.05; ARAMARK UNIFORM SERV, FY27 Monthly Linen, 392.73; ARNOLD FIRE EQUIPMENT, Rack to hold equipment on T1, 331.26; ARTISTIC CLEANERS IN, Clean July 3rd Uniforms, 177.00; Ascendance Trucks, (B) FM - Parts & Service, 16,058.71; Ascendance Trucks, UNIT #2695 - INJECTOR, GASKET - 6/5/2026, (7.19); ASCENDANCE TRUCKS, Mirror, 43.17; AT&T MOBILITY EPAY, Cell devices, 609.90; AT&T Mobility Nation, AT&T FirstNet Engineering 05/29/26-06/28/26, 1,794.10; AT&T Mobility Nation, Cellular Service for Fire Dept & Emerg Mgmt-FY27, 2,828.86; AT&T Mobility Nation, FY27 AT&T First Net for PD, 5,016.78; ATHENS TECHNICAL SPE, Conflict Monitor Testing, 1,491.14; AUTHORIZED MATCO TOOLS D, Sm Tool/Eq: 36" 90 degree radiator wand, 29.68; AV FUEL, FY27 Aviation Fuel, 125,671.83; B & H FOTO & ELECTRO, Equi purch as part of the PEG Access Channel Opera, 619.98; B & H FOTO & ELECTRO, large roll paper 1130453148, 286.65; B & H FOTO & ELECTRO, Maintenance - Replacement power supply for damange, 93.15; B & H FOTO & ELECTRO, Primera

Printer Paper 1130123176, 233.00; B & H FOTO & ELECTRO, TAX CREDIT Special events - pop up cooling station, (90.93); B L MURRAY COMPANY I, Cleaning Supplies, 156.58; BACKFLOW PARTS USA, PLUMBING SUPPLIES-BACKFLOW REPAIR PARTS, 713.35; BADGEANDWALLET.COM, Badges, 125.45; BAILEY CHRISTINE PAL, SUMMER 2026 PLAYGROUND FITNESS CLASSES, 560.00; BARD MATERIALS CENTR, EMERGENCY WATER MAIN BREAK REP. - ARLINGTON & DELL, 1,388.93; BARD MATERIALS CENTR, Various Concrete and Materials, 10,391.57; BB MURALS, AOTR 2025-2026 Exhibiting Artist-Polinator, 400.00; BB MURALS, AOTR 2026-2027 Exhibiting Artist Lumenfly, 400.00; BELL TOWER PRODUCTIO, FY 27 Arts Operating Support Grant, 20,095.68; Benavate, Inc., Neighborly Software Licenses - All Grants - FY'27, 35,568.00; BENJAMIN R HUNT, SOFTBALL UMPIRE, 150.00; BERENS-TATE CONSULTI, 111 Arbitrage Rebate Report for Series 2021A, 3,000.00; BERL'S COMMERCIAL SUPPLY, baby changing table 107708, 283.60; BERNARD COMMUNICATIO, FY27 Monthly Internet Service, 99.95; BIG RIVER SIGN CO, Emergency Shelter Signs, 259.66; BILL MILLER LOGGING, MULCH FOR AY MCDONALD, 2,420.50; BILL MILLER LOGGING, MULCH FOR AY MCDONALD PARK, 164.80; BLACK HILLS/IOWA GAS, (B) SWS- FY27 BlackHills Gas Costs LF, 53.41; BLACK HILLS/IOWA GAS, 1101 & 1157 Central Natural Gas, 60.78; BLACK HILLS/IOWA GAS, 1805 Central Natural Gas, 44.50; BLACK HILLS/IOWA GAS, 2527 Washington - Black Hills Energy - City Owned, 22.49; BLACK HILLS/IOWA GAS, 821 Garfield - Black Hills Energy - (City Owned), 18.75; BLACK HILLS/IOWA GAS, FY2027 BLANKET PO - GAS, 43.09; BLACK HILLS/IOWA GAS, FY27 - Gas Utility Expenses for 6 Fire Stations, 187.43; BLACK HILLS/IOWA GAS, FY27 Fed Bldg Natural Gas, 68.08; BLACK HILLS/IOWA GAS, FY27 INTERMODAL GAS UTILITIES, 149.93; BLACK HILLS/IOWA GAS, Locust Ramp Electricity FY27, 43.09; BLACK HILLS/IOWA GAS, NATURAL GAS BILLS FOR FY27, 2,123.94; BLACKSTONE AUDIO BOO, FY27 CD Audio books for library collection, 393.64; Bluepath Finance FC, FY27 - Solar Electricity for 5 stations, 2,350.20; BODENSTEINER IMPLEME, (N) FM - PARTS UNIT #4006, 83.67; BODENSTEINER IMPLEMENT, BEARING FOR REAR END REPAIR #4448, 33.17; BODENSTEINER IMPLEMENT, CYLINDER FOR SEAT STRUT #4469, 105.37; BODENSTEINER IMPLEMENT, GASKET, AND SENSOR KIT FOR #4452 TUBE OFF MUFFLER, 85.30; BODENSTEINER IMPLEMENT, GEARSHIFT LEVER FOR #4471, 51.82; BODENSTEINER IMPLEMENT, KEY AND TEMPERATURE SENSOR FOR #4448, 373.51; BODENSTEINER IMPLEMENT, MISC HARDWARE AND REPAIR PARTS FOR #4448, 1,723.85; BODENSTEINER IMPLEMENT, SENSOR FOR #4452, 567.29; BOOKSOURCE, Phonic playbook 26229351, 58.99; BOUND TREE MEDICAL L, EMS supplies, 2,929.29; BP#106170016TH STREET AM, GAS FOR CEMENT SAWS, 14.70; BP#106170016TH STREET AM, MIXED GAS FOR CEMENT SAWS, 12.50; BP#106170016TH STREET AM, Off road fuel - small engine, 22.01; Brimeyer Auto Body I, Fix Damage to Ford Escape, 2,347.15; BRINC DRONES, INC, Lemur 2 Drone w/ Battery Pack, 21,198.00; BRUNE ENTERPRISES LL, FY27 Lawn Mowing Services, 8,560.00; Butts Florist, Weekly Flower Arrangements 08/04/2026, 55.00; Butts Florist, Weekly Flower Arrangements 7-28-26, 55.00; C.H. MCGUINESS CO IN, SLUDGE PLANT BOILER MAKE UP RECEIVER TANK, 4,290.00; Camp Software Inc, TotalFBO Subscription, 295.00; CANVAS PRODUCTS INC, Red bag for immobilization strap, 48.07; CAPITAL SANITARY, Bathroom Supplies, 1,482.64; CAPITAL SANITARY, Janitorial Supplies - Intermodal, 349.60; CAPITAL SANITARY, Janitorial Supplies - JOTC, 762.17; CAPITAL SANITARY, JANITORIAL SUPPLIES- BHGC,

135.27; CAPITAL SANITARY, JANITORIAL SUPPLIES FOR PARKS-FY27, 143.26; CAPITAL SANITARY, Janitorial supplies for Water Plant, 241.29; CAPITAL SANITARY, MFC Janitorial Supplies, 541.78; CAPITAL SANITARY, MISC ITEMS FOR SNACK BAR, 474.51; CAPITAL SANITARY, ST2-Janitorial Supplies, 224.03; CAROLINES RESTAURANT, Breakfast with Consultant Lyle Sumek during Dept M, 36.30; CASCADE PIONEER-ADVE, Parks & Rec subscription, 16.42; CASCADE PIONEER-ADVE, TH Subscription, 16.42; Casey's General Stor, Pizza for Pilots, 30.00; CENGAGE LEARNING INC, Large Print Books FY27, 189.50; CENTER FOR PUBLIC SA, Accreditation Site Visit, 9,601.21; CENTER POINT INC, Large Print Books FY27, 25.77; CHAVENELLE STUDIO ME, 2026 Circle of Excellence Award, 113.00; CHAVENELLE STUDIO ME, AOTR 2025-2026 Exhibiting Artist "Flow of...", 400.00; CHEM-SULT INC, Polymer for Water Plant Treatment, 1,405.60; Chris Wubbena, AOTR 2026-2027 Exhibiting Artist Action Reaction, 400.00; CINTAS CORP, Cintas Ramp Rugs FY27, 167.29; CINTAS CORP, FY2027 BLANKET PO-UNIFORMS, 1,493.47; CINTAS CORP, FY27 Floor Mat Service City Hall, Annex, Fed Bldg, 298.22; CINTAS CORP, JANITORIAL SUPPLIES- BHGC, 91.14; CINTAS CORP, Mats, Cloths, shop towels JOTC FY27, 421.80; CINTAS CORP, Rugs/Towels for the WRRC-FY27, 2,419.94; CINTAS CORP, Various Maintenance - FY26, 478.18; CINTAS FIRST AID & S, First Aid Supplies-WRRC - FY27, 168.25; CINTAS FIRST AID & S, FIRST AIDE CABINET RESTOCKED FY27, 149.48; CINTAS FIRST AID & S, FY2026 First Aid Supplies, 190.54; CINTAS FIRST AID & S, FY2027 BLANKET PO-FIRST AID SUPPLIES, 98.31; CINTAS FIRST AID & S, Replenish Safety Supplies Garage July 26, 12.67; CITY OF DUBUQUE - UB, Community Impact Service Program Intake Meeting Re, 1.00; CITY OF DUBUQUE - UB, Community Impact Service Program Intake Meeting-Re, 1.25; CITY OF DUBUQUE - UB, Community Impact Utility Bill payments, 1,161.20; CITY OF DUBUQUE - UB, Community Impact Utility Bill payments 7/1-7/12, 419.44; CITY OF DUBUQUE - UB, Cori and Mae Hingtgen meeting and coffee at Paradi, 1.00; CITY OF DUBUQUE - UB, Department Managers Meeting at CSPL, 1.25; CITY OF DUBUQUE - UB, Marine 1 fuel, 157.17; CITY OF DUBUQUE - UB, Meeting, 1.00; CITY OF DUBUQUE - UB, Meeting with the Chamber, 1.75; CITY OF DUBUQUE - UB, Mentor Meeting, 1.25; CITY OF DUBUQUE - UB, Parking, 2.75; CITY OF DUBUQUE - UB, Parking fee for DM at Library, 1.50; CITY OF DUBUQUE - UB, Parking fee for DM meeting at Library, 3.25;

CITY OF DUBUQUE - UB, Parking fee for meeting at CAO, 1.50; CITY OF DUBUQUE - UB, Parking fee for meeting for facilitating Data Cent, 1.50; CITY OF DUBUQUE - UB, Parking fee for meeting on training and vidl work, 1.00; CITY OF DUBUQUE - UB, Parking fees for Dept Mgr meeting on 7/8, 1.25; CITY OF DUBUQUE - UB, Parking for DI meeting, 1.75; CITY OF DUBUQUE - UB, Passport Parking for meeting at DBQ Rescue Mission, 0.75; CITY OF DUBUQUE - UB, Posters for NATA, 14.00; CITY OF DUBUQUE - UB, South Pointe meeting, followed by regular Wednesda, 2.50; CITY OF SUPERIOR, WI, Sniper Shoot Registration, 300.00; CivicPlus, Airport Solid Waste Agency Website Migration Fees, 17,582.86; CivicPlus, Annual subscription website hosting related svcs, 64,847.52; CLEAN SWEEP OF I & I, Monthly unlimited car wash - Asset 130011, 22.00; CLEAN SWEEP OF I & I, Monthly unlimited car wash - Asset 130012, 28.00; CLEAN SWEEP OF I & I, Monthly unlimited car wash - Asset 1900, 22.00; CLEAN SWEEP OF I & I, Monthly unlimited car wash - Asset 1912, 22.00; CLEAN SWEEP OF I & I,

Monthly unlimited car wash - Asset 1917, 22.00; CLEAN SWEEP OF I & I, Monthly unlimited car wash - Asset 1937, 22.00; CLEARSPAN FABRIC STR, REPLACE POLYCARBONATE PANELS-GREENHOUSE, 3,735.00; CLEARSPAN FABRIC STR, Sales Tax Refund, (31.51); CLEVELAND GOLF, PRO SHOP ITEMS, 262.80; CLOCKWORK PARTNERS L, VIEWING TOWERS -EPP, 101.17; CLUB CAR WASH -JFK RD DU, carwash, 24.00; CLUB CAR WASH -JFK RD DU, credit car wash was charged tax, (25.68); COBRA PUMA GOLF, SPECIAL GOLF SHOE ORDER, 71.02; COLLEGE LAWN SERVICE, FY27 Lawn Mowing Services, 16,290.57; COLONIAL TERRACE ANI, 1. Injured cat. Emerg Vet Serv (Lucky) 2. Non res, 501.50; COMELEC INTERNET SER, COMELEC INTERNET SERVICE FY27, 126.45; COMELEC INTERNET SER, INTERNET FOR CAMPGROUNDS-FY27, 60.00; COMELEC SERVICES INC, KDUB Tower Fees - 8 Units - FY27, 240.00; COMMAND SECURITY SOL, ALARM MONITORING FY27, 108.87; COMMUNICATIONS ENGIN, Firewall Replacement, 76,882.17; COMMUNICATIONS ENGIN, NETWORK EQUIPMENT FOR FIBER INSTALL-TREE CREW, 3,443.16; COMMUNITY FOUNDATION, FY 2027 COS/POS cf-Envision dbq, 18,750.00; COMMUNITY FOUNDATION, FY 2027 COS/POS cf-Project Hope, 21,250.00; COMMUNITY INCORPORAT, 365Ink Invoice for the AOTR Ad, 275.00; Concrete Polyfix, In, Concrete PolyFix - Peru Rd Bridge, 6,750.00; CONSTELLATION NEW EN, (B) MSC- FY27 Garage- Constellation Gas Supply, 1,059.50; CONSTELLATION NEW EN, FY2027 BLANKET PO - GAS, 1,157.22; CONSTELLATION NEW EN, Natural Gas - FY27 - Constellation, 4,354.88; CONSTELLATION NEW EN, NATURAL GAS FOR PARKS, 327.11; CONTINENTAL AIRLINES, Baggage for NLC Summer Board and Leadership Meetin, 45.00; CONTINENTAL AIRLINES, Flight for Blackhat Las Vegas:TK, 691.39; CONTINENTAL FIRE SPR, (N) MSC- Fire Sprinkler Heads - Repair and Replace, 3,696.00; ConvergeOne Inc, VMWare Licensing Yearly Renewal, 30,417.92; Cornerstone Governme, FY27 Government Affairs & Consulting Services, 7,500.00; CRAWFORD HEATING AND, BACKFLOW FOR ARBORTEUM, 142.50; CRAWFORD HEATING AND, City Facilities Backflow Testing, 1,016.43; CRAWFORD HEATING AND, Facilities Fire Backflow Testing, 566.00; CRAWFORD HEATING AND, FY27 Backflow - 949 Kerper Blvd - JOTC, 530.58; Crawford, Murphy & T, Terminal Exit Lane Improvements, 11,900.02; CREATIVE ADVENTURE L, FY 27 Arts Operating Support Grant, 21,806.40; CRESCENT ELECTRIC, GFI COVERS FOR TOWN CLOCK, 33.74; CRESCENT ELECTRIC, Lighting and Ballasts, 185.05; CRESCENT ELECTRIC, LIGHTING CONTACTOR FOR AVON PARK, 86.79; CRESCENT ELECTRIC, LIGHTS FOR TOWNCLOCK, 83.78; CRESCENT ELECTRIC, Street Meter Batteries, 504.50; CRICUT, Cricut maker subscription 72145036, 102.59; Crouch Recreation, I, SLIDE AND HARDWARE FOR ENGLISH RIDGE PARK, 2,881.80; CURT'S SIGNATURE SIG, Blum Site Banners and Install, 7,600.00; CURT'S SIGNATURE SIG, Light Pole Banners, 1,750.00; DAN ARENSDORF CONSTR, 14th Stone Sewer Repairs, 29,830.00; DAVENPORT FARM & FLE, BAR AND CHAIN OIL FOR MOWER CREW, 9.99; DAVENPORT FARM & FLE, BATTERIES ,KEYS FOR GRILLS, 13.98; DAVENPORT FARM & FLE, BATTERY PACK, AND CIRCULAR SAW FOR #4422 /SCREWS F, 236.99; DAVENPORT FARM & FLE, BRUSH SET FOR FAULK PARK DECK REPAIRS, 6.49; DAVENPORT FARM & FLE, BUG SPRAY, INSECT REPELLANT AND SUN SCREEN FOR STA, 60.34; DAVENPORT FARM & FLE, COMBO TOOL KIT FOR #4422, 249.00; DAVENPORT FARM & FLE, RETURNED ROUTER BITS, (44.92); DAVENPORT FARM & FLE, ROUTER BITS FOR SHOP PROJECTS, 86.90; DAVENPORT FARM & FLE, work boots, 154.99; DAVIS EQUIPMENT CORP, BELTS & NUTS FOR PROGRESSIVE ROUGH MOWER, 161.36; DELTA AIR LINES INC, Econ Mob Meetings &

Conferences, 561.80; DEMMER OIL COMPANY, 1000.7 Gasahol, 3,461.42; DEMMER OIL COMPANY, UNLEADED FUEL- POD MARINA, 20,251.85; DES MOINES REGISTER, Des Moines Register monthly subscription 7/9/26, 52.00; DIETZ ENTERPRISES LL, 2900 Brunswick - Construction - HHP'24, 14,275.00; DIETZ ENTERPRISES LL, Energy Savers Program approved contract work, 5,500.00; Digitech Computer LL, Ambulance Billing Cash Receipts for FY27, 15,326.78; DINGES FIRE COMPANY, Various Bunker Gear Repairs, 2,427.26; DISH NETWORK LLC, Blanket Purchase Order - Monthly TV Service, 153.12; DISH NETWORK LLC, Dish Network for Snack Bar, 182.12; District 20 Supply C, PRO SHOP ITEMS, 1,078.20; DITTMER RECYCLING IN, FY27 Shredding Service City Hall, Legal, Fed Bldg, 150.00; DITTMER RECYCLING IN, TRASH AND RECYCLING CHARGES, 150.00; DITTMER RECYCLING IN, TRASH AND RECYCLING CHARGES 7/1/2026 - 7/31/2026, 151.00; Doll Distributing LL, Alcohol for Bunker Hill, 415.80; DOLLAR TREE #773, Aquatics Program Supplies, 18.00; DOLLAR TREE #773, mug program 7/15/2026, 43.00; DOLLAR TREE #773, Pool Program Supplies, 40.00; Drive Line & Company, (N) FM - SERVICE/PARTS UNIT #130005, 206.85; Drive Line & Company, Repair 2500 Series PTO Shaft, 306.56; Drive Line & Company, UNDERBODY TRUCK BOX REPLACEMENT DUE TO DAMAGE #300, 875.26; DUBUQUE APPLIANCE CE, Refrigerator for Water Plant Breakroom-replaced br, 1,199.00; DUBUQUE AREA CHAMBER, Annual Membership Investment, 637.00; DUBUQUE ARTS COUNCIL, FY 27 Arts Operating Support Grant, 7,399.09; DUBUQUE ARTS COUNCIL, FY27 Arts Capacity Building Grant, 1,974.00; DUBUQUE AUXILIARY PO, Insurance for Auxiliary Police, 2,869.00; DUBUQUE CHAPTER OF S, FY 27 Arts Operating Support Grant, 779.73; DUBUQUE CHORALE, FY 27 Arts Operating Support Grant, 3,619.72; DUBUQUE COMMUNITY SC, Franchise Fee FY27, 6,081.14; DUBUQUE COUNTY ABSTR, ABSTRACT FEES FOR 2105 WASHINGTON, 145.00; DUBUQUE COUNTY FINE, FY 27 Arts Operating Support Grant, 2,545.43; DUBUQUE COUNTY FINE, FY27 Arts Capacity Building Grant, 5,600.00; DUBUQUE COUNTY HISTO, Franchise Fee FY27, 2,099.07; DUBUQUE COUNTY HISTO, FY 27 Arts Operating Support Grant, 26,167.68; DUBUQUE COUNTY SHERI, Annual Firing Range Shared Costs, 544.40; DUBUQUE COUNTY SHERI, Dubuque County Sheriff RAVE, 8,149.98; DUBUQUE COUNTY SHERI, May-June Sheriff Monthly Expenses/MediaCom, 44,973.13; DUBUQUE COUNTY SHERI, Ragbrai OT for County Deputies, 1,271.30; DUBUQUE COUNTY SHERI, Sheriff Services for JULY 2026, 311.00; Dubuque Esports Leag, FY27 RECREATION CLASS INSTRUCTOR, 500.00; DUBUQUE FIRE EQUIPME, Annual Fire Inspections, 2,357.80; DUBUQUE FIRE EQUIPME, Fire Extinguisher Maintenance, 260.90; DUBUQUE FIRE EQUIPME, MFC Fire Suppression, 203.50; DUBUQUE HOSE & HYDRA, (B) PW - Various parts LF & Garage, 1,067.72; DUBUQUE HOSE & HYDRA, (N) SWS- Shop Supplies LF 07/20/26, 440.49; DUBUQUE HOSE & HYDRA, 3/4" Battery Impact for Digester #4, 399.00; DUBUQUE HOSE & HYDRA, 3475#- Hose Repairs, 168.24; DUBUQUE HOSE & HYDRA, 3476# - socket for cointer weight bolts, 64.00; DUBUQUE HOSE & HYDRA, ANCHORS AND SCREWS FOR AY MCDONALD PEDISTAL REPAIR, 26.10; DUBUQUE HOSE & HYDRA, BATTERY, PRUNING SHEARS, GREASE COUPLER, PRUNING S, 425.69; DUBUQUE HOSE & HYDRA, Bolts for Digester #4 Pump Frame, 99.61; DUBUQUE HOSE & HYDRA, Bolts for Digester #4 Sludge Valve, 136.76; DUBUQUE HOSE & HYDRA, bolts for mast arms, 27.44; DUBUQUE HOSE & HYDRA, Bolts for Septage Auger, 28.53; DUBUQUE HOSE & HYDRA, BOLTS FOR TOWNCLOCK LIGHT REPAIRS, 1.55; DUBUQUE HOSE & HYDRA, booster cable for JOTC

shop, 280.80; DUBUQUE HOSE & HYDRA, Concrete tools and supplies, 243.70; DUBUQUE HOSE & HYDRA, DRILL BITS FOR SHOP USE, 16.00; DUBUQUE HOSE & HYDRA, Fire Hose Adaptor, 36.20; DUBUQUE HOSE & HYDRA, GRINDING DISC FOR SHOP, 25.62; DUBUQUE HOSE & HYDRA, HYDRANT & VALVE BOLTS, 129.28; DUBUQUE HOSE & HYDRA, Hydraulic Hose for Fairway Mower, 48.24; DUBUQUE HOSE & HYDRA, IMPACT SOCKET FOR TRUCK BOX AND BLADE BOLTS FOR #4, 8.75; DUBUQUE HOSE & HYDRA, MISC HARDWARE FOR ALLISON HENDERSON PLAYGROUND REP, 11.29; DUBUQUE HOSE & HYDRA, MISC HARDWARE FOR AY MCDONALD PARK PLAYGROUND REPA, 3.38; DUBUQUE HOSE & HYDRA, Op Sup: Bin fill, 389.23; DUBUQUE HOSE & HYDRA, Op Sup: Bin fill (constand torque clamp band ss sc, 48.90; DUBUQUE HOSE & HYDRA, PAINT FOR GRAFFITI COVER UP AT BEE BRANCH, 18.50; DUBUQUE HOSE & HYDRA, ROUTER AND BATTERY FOR OPEN AIR PAVILION REPAIRS A, 349.00; DUBUQUE HOSE & HYDRA, S.S. BOLTS FOR WATER MAINS, 78.94; DUBUQUE HOSE & HYDRA, Sawzall Blade for Lactation Room, 22.00; DUBUQUE HOSE & HYDRA, Shop Supplies, 160.33; DUBUQUE HOSE & HYDRA, Shop Tool Repair, 150.07; DUBUQUE HOSE & HYDRA, Shop Tool Replacement, 70.00; DUBUQUE HOSE & HYDRA, SHOP TOWELS FOR GREENHOUSE, 44.50; DUBUQUE HOSE & HYDRA, Soldering Iron, 119.00; DUBUQUE HOSE & HYDRA, Stainless Fasteners for Signs, 38.55; DUBUQUE HOSE & HYDRA, Stores: #1906 hose, 2.90; DUBUQUE HOSE & HYDRA, Supplies for Maintenance Shop, 42.75; DUBUQUE HOSE & HYDRA, Supplies for Truck 3909, 15.49; DUBUQUE HOSE & HYDRA, tools for truck, 114.90; DUBUQUE HOSE & HYDRA, TOWELS FOR SHOP, 44.50; DUBUQUE HOSE & HYDRA, Unit 2704 Hydro Fittings, 3.99; DUBUQUE HOSE & HYDRA, UV Protection Hat, 30.00; DUBUQUE HOSE & HYDRA, Vent Hoses for Digester #4, 241.71; DUBUQUE HUMANE SOCIE, FY27 Contracted Services Fee, 17,683.88; DUBUQUE MUSEUM OF AR, FY 27 Arts Operating Support Grant, 25,077.36; DUBUQUE MUSEUM OF AR, FY27 Arts Capacity Building Grant, 8,000.00; DUBUQUE RACING ASSOC, DRA Board Meeting Catering 07/28/2026 (MVM), 14.85; DUBUQUE SIGN COMPANY, 2026 AOTR 24008 inv, 710.00; DUBUQUE SIGN COMPANY, RAGBRAI SIGNAGE, 105.00; DUBUQUE SIGN COMPANY, SIGNAGE FOR PARKS, 303.05; DUBUQUE SIGN COMPANY, SIGNS FOR EPP PRAIRIE AREA, 381.70; DUBUQUE SOIL & WATER, Annual Pymt for 28E Agreement, 132,205.05; DUBUQUE SYMPHONY ORC, FY 27 Arts Operating Support Grant, 25,349.94; DUBUQUE SYMPHONY ORC, FY27 Arts Capacity Building Grant, 8,000.00; DUBUQUELAND DOOR COM, (N) SWS- RCC Door Repair LF 07/21/26, 262.03; E D ETNYRE & CO, 3202# - PARTS, 3,182.89; E D ETNYRE & CO, 3202# - PARTS - 6/1/2026, (1,657.15); E D ETNYRE & CO, FM - PARTS, 1,204.34; EAGLE COUNTRY MARKET, McAleece Concessions, 4.98; Eagle Point Solar LL, (B) PW- Removal and Reinstallation of Solar Panels, 24,334.80; EASTERN IOWA ASPHALT, (B)- FY27 Loras Blvd Crack Seal Main St to White, 16,525.00; EASTERN IOWA ASPHALT, MSC PAVE PRES JOINT- Concrete Band & Crack Seal, 5,343.60; EASTERN IOWA EXCAV &, Auburn & Custer Utility & Roadway Project, 170,491.31; ECOMM MOST DEPENDABLE FOU, REPAIR PARTS FOR MILLWORK DRINKING FOUNTAIN, 177.08; Ed Gau, SOFTBALL UMPIRE, 150.00; EDWARDS CAST STONE C, Franchise Fee FY27, 302.53; ELECTRICAL ENG & EQU, (N) FM - PARTS/SERVICE UNIT#3508, 960.00; ELECTRONIC SERVICES, LOAN CLOSING 863 STONE RIDGE, 25.41; ELECTRONIC SERVICES, LOAN CLOSING COSTS 2900 BRUNSWICK, 25.41; ELECTRONIC SERVICES, LOAN CLOSING COSTS 900 GARFIELD, 25.41; ELECTRONIC SERVICES, LOAN CLOSING COSTS 990 ALTHAUSER, 25.41; ELLIOTT EQUIPMENT CO, (N) FM - PARTS UNIT #4002, 476.77; ENERGETICS, Coupling Sleeve for

South Scum Pump Building #55, 37.72; ENERGETICS, Oil and Diaphram Kit, 86.22; ENTENMANN-ROVIN COMP, Badges for Chief, Assist Chief, and LT, 545.10; ENVIROCERT INTERNATIONAL, GREEN INFRASTRUCTURE CERTIFICATION RENEWAL FEE FOR, 160.60; ENVISION SPORTS DESI, Transit Employee Uniforms - Rooney, 55.00; ESO SOLUTIONS INC, Software Support, 66,623.34; ETSY.COM*MRJACKALOPE GIFTS, Etsy order 4103859407, 59.12; ETSY.COM*MRJACKALOPE GIFTS, Etsy order tax refund 412859407, (3.50); EVAN LEWIS INC, Replacement Sculpture, 400.00; F&W SERVICE COMPANY, FM - Service - 06262026, 285.00; FACEBK *98A6TSVQ62, May 29 - Jun 29 2026 Meta ads, 569.02; FACEBK *KKRDEUZFU2, Battery Recycling & Fires Ad, 76.00; FACEBK *QQTVSV5GU2, Battery Fires Ad, 33.99; FAREWAY STORES #114, Dept Mgr Goal Setting catering ice, 5.99; FAREWAY STORES #114, Food for Snack Bar, 29.40; FAREWAY STORES #114, Program Supplies- Bombpop for Camp Concoction, 6.99; FARONICS TECHNOLOGIE, Deep freeze software for MFC, 74.00; FAST LANE MOTOR PART, JOTC shop supplies 6/12/2026, 208.44; FEDEX, Fed X Shipping Fee-Water Bottle Sample - Lead, 15.32; FEDEX, Fed X Shipping Fee-Water Bottle Sample & Lap Top, 44.63; FEDEX, Fed X Shipping Fee-Water Bottle Sample -Lead&Coppe, 14.38; FEH Associates Inc, EAGLE POINT WTP THIRD FLOOR CONF. RM PRJ.-CONSTULT, 893.25; FEH Associates Inc, Professional Services Bunkroom remodel, 18,861.25; FIRST SUPPLY DUBUQUE, HANDLE ASSEMBLEY FOR FLORA POOL, 22.34; FIRST SUPPLY DUBUQUE, HANDLE ASSEMBLY FOR FLORA POOL RESTROOM, 22.34; FIRST SUPPLY DUBUQUE, ST2 - furnace filters, 170.88; FISDAP, Rope Rescue Book, 164.30; FLY BY NIGHT PRODUCT, FY 27 Arts Operating Support Grant, 1,658.51; FOTH INFRASTRUCTURE, Relocate Taxiway A, 13,700.49; FOTH INFRASTRUCTURE, Relocate Taxiway A - Phase 5, 261,075.85; Frontline Public Saf, Training Tracker Annual Fee 7/1/26-6/30/27, 6,930.00; FUEL EXPRESS FOOD MART, fuel for tennant 1783, 76.39; Full Bohr Concrete, 2026 Concrete work in public ROW 1, 23,350.94; Full Bohr Concrete, 2026 Concrete work in public ROW 2, 23,523.49; Full Bohr Concrete, 2026 Concrete work in public ROW contract 3, 24,579.08; Full Bohr Concrete, 2026 Concrete work in public ROW Contract 4, 19,363.26; Full Bohr Concrete, 2026 Concrete work in Public ROW Contract 5, 18,294.88; G & R TREE SERVICE I, TREE & STUMP REMOVAL ARROWHEAD DR, 2,800.00; GEISLER BROTHERS COM, Blended Sludge Tank Level Brackets, 110.00; GENERAL PARTS LLC, Dishwasher Repair, 1,962.11; GENUINE PARTS COMPAN, (B) FM - Various Parts, 1,475.67; GENUINE PARTS COMPAN, (N) SWS- Shop Tool 4DR 6PT Impact LF 07/08/26, 19.85; GENUINE PARTS COMPAN, GARAGE - STOCK FILTER - 3/16/2026, (8.44); GEOGRAPH TECHNOLOGIE, Crescent Link Subscription, 20,000.00; GIERKE ROBINSON COMP, Unknown unit - parts for small tool, 53.97; GIESE ROOFING COMPAN, JOTC - Fabricated steel 24 Gauge, 41.09; GIESE SHEET METAL CO, (N) MSC- Repairs to Air Conditioner 07/24/26, 364.50; GIESE SHEET METAL CO, ALUMINUM PLATE FOR NEW POLY SCALE, 55.20; GIESE SHEET METAL CO, Fire HQ HVAC Replacement Project, 162,403.41; GIESE SHEET METAL CO, REPAIR OF ADMIN & CNTRL ROOM ROOFTOP HVAC, 3,705.19; GILLIG LLC, (B) FM - Various Parts, 6,231.68; GODADDY#4122219715, Wildcard SSL for exproxy 133674742, 999.98; GODADDY#4122278295, renewal of security cert, 119.99; GOTO TECHNOLOGIES US, GoTo Services, 18,670.08; GRAINGER INC, (N)- PW Gloves and Safety Glasses Ref/ LF, 416.42; GRAINGER INC, BULKHEAD CONNECTOR FOR LEAKING CHLORINE DAY TANK, 106.46; GRAINGER INC, MATERIAL TO REPAIR CHLORINE PUMPS, 45.91;

GRAINGER INC, PVC FITTINGS FOR LEAKING CHLORINE DAY TANK, 58.92; GRAND HYATT SAN DIEGO, Hotel for NR: ESRI conference, 1,942.05; GRAND OPERA HOUSE, FY 27 Arts Operating Support Grant, 23,987.04; Graybar Electric Com, Surge Protection for Cameras, 7,426.35; GRAYMONT WESTERN LIM, FY2027 BLANKET PO-HIGH CALCIUM QUICKLIME, 47,474.30; GREATER DUBUQUE DEVE, FY 2027 COS/POS GDDC, 221,500.00; GREATER DUBUQUE DEVE, GDDC Annual Meeting 07/14/2026, 91.48; GRP & ASSOCIATES INC, (B) SWS- FY27 GRP Medical Waste Boxes, 108.00; HACH CHEMICAL COMPAN, CL17 REAGENTS FOR CHLORINE ANALYZERS, 341.41; HAJOCA MCDONALD 604, NEW THERMOSTATS FOR HEATER AT SUTTON, 83.43; HAJOCA MCDONALD 604, RADIATOR SPUD WRENCH FOR #4463, 25.46; HAJOCA MCDONALD 604, VACUUM BREAKERS FOR SPIGOTS AT POOLS, 160.00; HALI BRITE, Replacement Lamp Head Assembly, 2,347.24; HANLEY AUTO BODY, PAINT PANEL ON #4431-OLD ONE CRACKED, 216.00; HANLEY AUTO BODY INC, (N) FM - SERVICE/PARTS UNIT #110003, 1,976.73; HARBOR FREIGHT TOOLS, TORCH FOR WEED REMOVAL AND SHAKLE BOLTS FOR TREE R, 84.96; HAWKINS INC, FY26-FY27 SODIUM HYPOCHLORITE(CHLORINE) FOR WTP, 7,564.92; HD SUPPLY FACILITIES, BRITA WATER FILTER PITCHERS-LSL REPL. PROG., 8,294.16; HD SUPPLY FACILITIES, PUMP TUBES FOR CHLORINE INJECTION PUPS, 301.77; HDR ENGINEERING INC, (B) SWS- FY 27 HDR Annual Engineering Servlces, 6,855.23; HDR ENGINEERING INC, DMASWA TO 20 - Horiz Exp Permitting, 3,760.29; HDR ENGINEERING INC, EW Corridor Build Grant Support, 48,095.38; HDR ENGINEERING INC, Grant Negotiation Support, 923.83; HDR ENGINEERING INC, HDR - OMLS Middle Fork Phase 3 Design Contract, 103,632.00; HDR ENGINEERING INC, LF-Customer Convenience Care Center Project, 27,140.60; HDR ENGINEERING INC, Lift Station Condition Assessment SSAMP HDR TO 8, 8,634.60; HDR ENGINEERING INC, Sanitary Sewer Asset Mgmt Plan, 2,300.00; HEARTLAND VIDEO SYST, Channel Operator PEG equipment request for Loras C, 64,784.58; HELMETS R US, Bike Helmets Safe Routes, 273.50; HENDERSON PRODUCTS I, (B) FM - Various Parts, 79.42; HENDRICKS FEED & SEE, GRASS SEED FOR MAINT SHOP, 128.75; HENDRICKS FEED & SEE, LIQUID FERTILIZER FOR VETS PARK, 427.46; HENDRICKS FEED & SEE, ROUND UP FOR #4436, 87.55; HENDRICKS FEED & SEE, STRAW BALES AND LIQUID FERTILIZER FOR VETS MEMORIA, 128.70; HENDRICKS FEED & SEE, STRAW FOR W 32ND STORAGE BUILDING AREA, 41.05; HENDRICKS FEED & SEE, STRAW NETTING AND PINS FOR GOLF COURSE, 125.66; HENDRICKS FEED & SEE, WEED CONTROL FABRIC FOR EPP, 133.90; HENDRICKS FEED & SEE, WEED KILLER FOR GREENHOUSE, 175.10; HENRY SCHEIN*, EMS supplies, 6,994.44; HILLCREST FAMILY SER, Franchise Fee FY27, 950.89; HILTON BALTIMORE, Refund on lodging for Hazmat Conference, (176.25); HODGE COMPANY, Chavenelle Lease - IT and Finance, 17,992.03; HODGE COMPANY, connectors for shop supplies, 60.16; HOMEDEPOT.COM, tools, 136.26; Home-Machers LLC, ADA Project Grant Reimbursement - 1420 Central, 5,000.00; HORNUNG'S, PENCILS FOR SCOREKEEPING, 395.26; HOTEL JULIEN DUBUQUE, Human Rights Director Candidate Interviewee AL, 179.20; HOUSING, 1030 RIVERVIEW RL OVERPAYMENT, 42.50; HOUSING, 1230 RHOMBERG PROPERTY SALE RL REIMBURSEMENT, 45.00; HOUSING, 2004 BROADWAY RL OVERPAYMENT, 142.50; HOUSING, 2101 RHOMBERG PROPERTY WITHDRAWAL RL REIMBURSEMENT, 45.00; HOUSING, 2316 CENTRAL INSPECTION REIMBURSEMENT, 200.00; HOUSING, 2417 JACKSON PROPERTY SALE RL RETURN, 135.00; HOUSING, 2718 WASHINGTON PROPERTY SALE RL REFUND, 45.00; HOUSING, 355 KAUFMANN PROPERTY SALE RL REIMBURSEMENT, 135.00; HOUSING, 472 W 16TH LAND CONTRACT RL

REIMBURSEMENT, 90.00; HOUSING, 609 E 22ND PROPERTY SALE RL REIMBURSMENT, 67.50; HOUSING, 796 ALPINE PROPERTY SALE RL REIMBURSEMENT, 67.50; HOUSING, 80 CLARKE AIR BNB RL REIMBURSEMENT, 67.50; HOUSING, FSS ESCROW GRADUATION, 6,870.16; HOYNE LANDSCAPING &, 1" CLEAN AND BLACK DIRT -EPP & MILLER RIVERVIEW, 4,335.18; HOYNE LANDSCAPING &, Grass mowing contract for 2024, 2,502.50; HULSCHER FENCING INC, PICKLEBALL FENCE REPAIRS AT VETS, 19,810.00; HUMBOLDT MFG CO, concrete testing supplies, 676.00; HYATT HOUSE WASHINGTON DC, Hotel for 2026 NFHA Conference in DC: TM, 846.41; HYVEE #1160, Dept Mgr Goal Setting catering, 10.48; HYVEE #1160, for library programs and events 07/16/2026, 38.93; HYVEE #1160, ice cream craft program 7/15/2026, 7.98; HYVEE #1160, Misc Food for Snack Bar, 105.80; HYVEE #1160, Tax Refund, (0.28); HYVEE #1160, Water for rehab at incidents, 119.80; HYVEE #1160, Water/electrolyte drinks/granola bars for firework, 106.47; IA INSPECT AND APPEALS, Lead Certification Payment, 180.00; IA INSPECT AND APPEALS, Pregler Lead Professionals Certification 3 year, 180.00; ICMA ONLINE, 2026 National Economic Mobility and Opportunity Co, 40.00; IE TAB EXTENSION, Yearly service plan auto charged--Software for old, 19.00; IFAX , Digital Faxing Service 409687, 33.98; IMWCA, Work Comp Premium - Installment #2, 33,035.00; IN *CONVIVIUM HOSPITALITY, Sustainability Spec Event Food for Climate Council, 414.06; IN *HORIZON MEDICAL PRODU, EMS supplies, 188.70; IN *MAST AND COMPANY INC, St5 - Four 5-gallon water jugs, 45.00; IN *MAST AND COMPANY INC, ST5- 3 five gallon water jugs, 36.75; IN *TWSTRANSPORT D/B/A TR, Landfill Tour for ISOSWO Board, 350.00; INDIAN TRAILS, Conference Transportation, 6.00; Industrial/Organizat, Firefighter/EMT Exams, 575.00; INFOSEND INC, FY27 Infosend Services, 10,940.28; INGRAM LIBRARY SERVI, Childrens books FY27, 1,440.69; INGRAM LIBRARY SERVI, FY27 Books for Adult Collection, 1,942.31; INGRAM LIBRARY SERVI, Teen YA library material - 3606-65020, 195.79; INTELIUS SCREENING S, FY27 Background Checks - April 2026, 3,178.73; INTELIUS SCREENING S, FY27 Background Checks - June 2026, 542.25; INTELIUS SCREENING S, FY27 Background Checks - May 2026, 2,272.69; INTERCONTINENTAL SAN DIE, Hotel for conference, 1,414.50; INTERNATIONAL CODE C, ICC training - Order #102264388, 300.00; INTERSTATE PIPE & SU, Gaskets for Digester 4 Fitting, 123.42; INTERSTATE PIPE & SU, Pipe for Digester Manway Door, 216.12; INTERSTATE PIPE & SU, Rubber Gasket for the manhole doors-Digester #4, 599.70; IOWA BEVERAGE SYSTEM, Alcohol Purchases- Recreation, 104.60; IOWA DEPT OF NATURAL, Operator Cerification, 24.00; IOWA DEPT OF NATURAL, Operator Certification Renewal, 120.00; IOWA DEPT OF NATURAL, Stormwater General Permit Renewal Fee, 719.04; IOWA KENWORTH INC, (B) FM - PARTS, 10,743.52; IOWA LEAGUE OF CITIE, CB IaCMA Annual Dues and Annual Conference Registr, 825.00; IOWA ONE CALL, Iowa One Call, 672.20; IOWA PUBLIC TRANSIT, FY27 IPTA MEMBERSHIP, 4,940.00; IOWA STATE UNIVERSIT, Intrans Flagger Training, 150.00; IOWA STATE UNIVERSIT, ServSafe for Adult Athletics Programs, 175.00; IOWARECYCLES.ORG, Iowa Composting and Recycling Dues, 300.00; IPRA* INV-7557, IPRA Membership, 1,500.00; ISELER DEMOLITION IN, EAGLE POINT WATER TOWER DECONSTRUCTION PROJECT, 5,765.00; J & R SUPPLY COMPANY, (N)- FO Concrete Supplies 07/22/26, 2,446.00; J & R SUPPLY COMPANY, (N) PW- EOC Supplies Safety Vest 07/24/26, 900.00; J & R SUPPLY COMPANY, (N) SWC- Safety Supplies Gloves, 1,176.00;

J & R SUPPLY COMPANY, 3" Sump Pump for Clarifiers, 896.93; J & R SUPPLY COMPANY, 6 inch Valve, 1,300.00; J & R SUPPLY COMPANY, ANCHOR TEE TO CONNECT WATER MAIN FITTING, 650.00; J & R SUPPLY COMPANY, Bld 45 Bleach Line, 50.00; J & R SUPPLY COMPANY, Fittings for Bld 10 Pump Off Hook Up, 147.00; J & R SUPPLY COMPANY, FITTINGS FOR WATER MAIN REPAIRS-RESTOCK, 1,040.00; J & R SUPPLY COMPANY, MAIN BREAK REPLACEMENT PARTS FOR STOCK, 6,920.00; J & R SUPPLY COMPANY, MATERIAL TO REPAIR LEAK IN CHLORINE PLUMBING, 86.52; J & R SUPPLY COMPANY, Pipe and Fittings-Chem Feed in Bld 45, 176.65; J & R SUPPLY COMPANY, Pipe to replace draw pipe for Lab, 50.00; J & R SUPPLY COMPANY, PVC Fittings for pumping out the Digester, 285.00; J & R SUPPLY COMPANY, STOP BOX WRENCH KEY TO REPLACE BROKEN ONE, 87.55; J & R SUPPLY COMPANY, SUPPLIES FOR 20" VALVE ON W. 6TH ST, 2,920.00; J & R SUPPLY COMPANY, SUPPLIES FOR WATER MAIN CONSTRUCTION & REPAIRS, 9,903.00; J & R SUPPLY COMPANY, TAPPING SLEEVE FOR WATER MAIN, 1,225.00; J & R SUPPLY COMPANY, Valve for Digester #4 Hatch, 2,250.00; J & R SUPPLY COMPANY, Valves for #2 Primary Clarifier, 2,600.00; J & R SUPPLY COMPANY, WATER MAIN BREAK PARTS, 6,195.00; J & R SUPPLY COMPANY, WATER MAIN SUPPLIES-REPLACING DELETED STOCK, 5,410.00; J AND R RENTAL, OIL CAP FOR CHAIN SAW, 8.23; J&R RENTAL LLC, BLADES FOR CUTTING PIPES, 1,106.53; J&R RENTAL LLC, CHAIN SAW PARTS, 13.99; J&R RENTAL LLC, REPAIR PARTS FOR CONCRETE & PIPE CUTTING SAWS, 207.60; JAEGER PLUMBING & PU, Iowa St Ramp Maintenance, 156.45; James Cole, AOTR 2025-2026 Exhibiting Artist Verdi's Path, 400.00; JAMES J GRAVES, (N) FM - PARTS NIT #0921, 35.00; Jarod Charzewski, of AOTR 2026-2027 Exhibiting Artist Extruded Life, 400.00; Jim Giese Commercial, City Hall Roof Repair, 445.50; JIMMY JOHNS 1770 - MOTO, 7/20 catering @ Work Session, 188.69; John Merigian, AOTR 2025-2026 Exhibiting Artist Homage..., 400.00; JOHNSON PLASTICS PLU, Sublimation blanks 3874376, 165.16; JOHNSON PLASTICS PLU, Vinyl 3876181, 177.55; JOHNSON PLASTICS PLU, Vinyl 3876280, 227.98; Jonathan Allender, CONSOLES AND ACCESSORIES, 37,346.79; Joseph Pergande, SOFTBALL UMPIRE, 75.00; JULIEN DUBUQUE INT'L, FY 27 Arts Operating Support Grant, 16,808.33; JULIEN'S JOURNAL, AOTR Advertising/Inv#5028JJ, 619.00; KANE, NORBY AND REDD, 1199 Central, 4,870.50; KANE, NORBY AND REDD, Hendrik Van Pelt 06/25/26, 700.00; KANE, NORBY AND REDD, Professional Services, 1,064.00; Katie Cove Homeowner, 2026 Association Dues - Road Fund/"HOA annual fees, 800.00; KEY CITY CONCRETE CR, 2026 concrete work in public ROW Contract 1, 3,880.69; KEY CITY CONCRETE CR, 2026 Concrete work in public ROW Contract 2, 8,046.18; KEY CITY CREATIVE CE, FY 27 Arts Operating Support Grant, 5,512.27; KIESLER POLICE SUPPL, Red Sights w/accessories, 2,401.89; Kimley-Horn and Asso, LEISURE SERVICES MASTER PLAN FY25, 47,366.00; KONE INC, Elevator Maintenance, 2,426.79; KONE INC, Five Flags Ramp Elevator Repair, 1,200.98; KONE INC, FY27 Elevator Maintenance City Facilities, 271.84; KONE INC, FY27 Ramp Elevator Maintenance, 2,474.00; KONE INC, Locust Ramp Elevator Repair, 2,703.66; KRAEMERS WATER STORE, (B) SWS- FY27 Kraemers Bottled Water Service, 92.90; KRAMER PEST CONTROL, ST4-Termidor Ant Treatment for Fire Station 4, 100.00; Kristin Garnant, AOTR 2026-2027 Exhibiting Artist Cohesive N, 400.00; KRUSER SEPTIC SERVIC, EXCAVATOR FOR EMERGENCY WATER MAIN BREAK, 1,380.00; KRUSER SEPTIC SERVICE INC, CCTV Loras Locust Storm, 315.00; KURT P WELAND, SOFTBALL UMPIRE, 150.00; KWIK STAR

#1184, Food & Ice for McAleece Concessions, 159.17; KWIK STAR #1184, Food for McAleece Concessions, 54.67; KWIK STAR #1184, Food for Youth Sports Program, 8.91; KWIK STAR #1184, fuel for vehicle 2562, 100.02; KWIK STAR #1184, fuel for vehicle 2565, 40.70; KWIK STAR #1184, ICE FOR DISTRIBUTION STAFF WHILE WORKING OUTSIDE I, 6.49; KWIK STAR #1184, Ice for McAleece Concessions, 77.88; KWIK STAR #1184, McAleece Concessions, 42.13; KWIK STAR #1184, Refund for McAleece Concessions, (1.87); KWIK STAR #1184, Safety Supplies due to heat exposure- ice for wate, 6.49; KWIK STAR #1184, Water for Department Meeting, 10.98; KWIK STAR #1284, 3463# Fuel, 77.78; KWIK STAR #1284, Fuel #540001, 76.00; KWIK STAR #236, Buns & Bottle Water for Event, 18.90; KWIK STAR #236, Buns for Snack Bar, 19.80; KWIK STAR #236, Food for Bunker Hill Snack Bar, 11.88; KWIK STAR #236, Orange Juice & Hot Dog Buns for Snack Bar, 16.89; KWIK STAR #495, FUEL FOR TRANSFER TRUCK TANK, 1,275.02; KWIK STOP, 4004#- fuel, 250.00; KWIK STOP, Fuel #2701, 55.01; KWIK STOP, Fuel #4004, 30.66; KWIK STOP FOOD MART, OIL FOR SHOP, 1,188.52; KWIK TRIP #608, gas for pool vehicle, 60.33; Kwik Trip Inc, (N) FM - PARTS (FUEL) JULY 2026, 199.43; LANGE SIGN GROUP, DIGITAL EXTERIOR SIGN, 39,392.00; LAUNDRY MAX, laundry service, 65.25; LEADSONLINE LLC, Subscription for Investigations, 11,952.00; LEGION AIRES DRUM &, FY 27 Arts Operating Support Grant, 21,806.40; LEISURE SERVICES REF, REC CLASS REFUND- REC1010-02, 15.00; LEISURE SERVICES REF, REC CLASS REFUND- REC1056-01, 18.00; LEISURE SERVICES REF, REFUND FOR CANCELLED BASEBALL GAMES, 150.00; LEISURE SERVICES REF, VET'S PARK FIELD RENTAL-RAINOUT REFUND, 20.00; LESLEIN TRUCKING, FY2027 BLANKET PO - LIME SLUDGE HAULING, 22,481.25; Life-Assist, Inc, EMS supplies, 2,322.05; LIME ROCK SPRINGS CO, FY27 BEVERAGE CONTRACT, 1,847.40; LIME*RIDE F5GW, Conference Transportation, 9.40; LINDSEY JELINEK, AOTR 2026-2027 Exhibiting Artist The Key to D, 400.00; Link Coatings, LLC, FM - SERVICE & PARTS, 265.00; LOGAN CONTRACTORS SU, (N) FO-3/4 x 18x3.5 Tectyl and Ultrabond St, 5,013.00; LORAS COLLEGE, SUMMER 2026 LORAS COLLEGE SOCCER CAMP, 866.25; LOT G, Ohare Parking for NLC Summer Board and Leadership, 64.00; LOWES #00117*, Concrete/Paving Supplies, 55.15; LOWES #00117*, CONSTRUCTION SUPPLIES-WATER MAINS, 643.00; LOWES #00117*, drain tile, 78.92; LOWES #00117*, Locate supplies, 138.39; LOWES #00117*, locators supplies, 151.87; LOWES #00117*, PVC TENNIS COURTS, CEILING TILE RIVERFRONT PAVILIO, 83.10; LOWES #00117*, SAFETY EQUIPMENT-GLOVES, 212.78; LOWES #00117*, Supplies for RCC center, 34.35; LOWES #00117*, Tax refund from Invoice 99733, (2.25); LOWES #00117*, Washers, 11.96; LUCAS DELANEY, AOTR 2026-2027 Exhibiting Artist Topography, 400.00; LUXOR FRONT DESK, Blackhat Hotel Deposit: TK, 34.01; MACQUEEN EQUIPMENT G, (B) FM - Various Parts, 2,268.31; MACQUEEN EQUIPMENT G, Various MSA G1 Items, 114.98; Mark E Ricke, AOTR 2026-2027 Exhibiting Artist Solitude, 400.00; Mark V Hall, AOTR 2026-2027 Exhibiting Artist Avenue Dream, 400.00; MARTIN EQUIPMENT OF, (B) FM - Parts & Service, 20,188.54; MATHEWSON PRINTING L, Notary Stamps, 114.40; MATHEWSON PRINTING L, Printing of name places for commissioners, 42.15; Matthew Miller, AOTR 2025-2026 Exhibiting Artist "Social Fabric", 400.00; MCAULIFFE EXCAVATING, Detention Basin Outfall Berm Repair Pebble Cove, 8,170.00; MCDERMOTT EXCAVATING, Street Light Replacement Jackson and 11th, 5,900.00; MCMASTER-CARR, Pipe Fittings for

Level Sensor on Blended Sludge T, 117.72; MEDIACOM, FY27 INTERNET FOR POD MARINA, 236.90; MEDIACOM, INTERNET FOR TREE CREW-FY27, 236.90; MEDICAL ASSOCIATES, Immunizations and Hepatitis B shots, 46.60; MEDICAL ASSOCIATES, Physicals New Officers/Immunizations, 2,344.58; MEDICAL ASSOCIATES, pre-employ screening, phys, vaccine, drug/alcohol, 6,418.50; MEINEKE CAR CARE CENTER #, Client vehicle repair, 2,354.67; MENARDS LUMBER CO, ADAPTER FOR GREENHOUSE WATER REPAIRS, 8.19; MENARDS LUMBER CO, batteries and insulation 7/13/2026, 125.15; MENARDS LUMBER CO, BEE PESTICIDE AND CASTORS FOR EQUIPMENT CART, 47.84; MENARDS LUMBER CO, BIKE LOCK REPLACEMENT DUE TO CUTTING OFF BY MISTAK, 13.99; MENARDS LUMBER CO, BOLTS AND SCREWS FOR FLORA PARK OPEN AIR PAVILION, 176.63; MENARDS LUMBER CO, brass nipple, landscape block, blaster, graphite l, 39.45; MENARDS LUMBER CO, BRUSH ON BED LINERS AND CLEAR SPRAY FOR SISTER CIT, 102.82; MENARDS LUMBER CO, CLAMPS, HOSE BIBS AND BATTERIES FOR EPP REPAIRS, 98.08; MENARDS LUMBER CO, Cleaner for Building 80 Locker Room, 11.84; MENARDS LUMBER CO, Coolers for Pool, 59.94; MENARDS LUMBER CO, custodial supplies, 33.51; MENARDS LUMBER CO, Draintile construction supplies, 103.14; MENARDS LUMBER CO, DRILL BITS, BATTERIES, BALL VALVES FOR #4459 TRIM, 95.40; MENARDS LUMBER CO, expndble, landscape block, blank cover, bleach - I, 62.52; MENARDS LUMBER CO, FACIA FOR OPEN AIR PAVILION AT FLORA, 286.25; MENARDS LUMBER CO, Fan for office, 79.99; MENARDS LUMBER CO, FIBERGLASS INSULATION FOR COMISKEY RESTROOM REPAIR, 37.97; MENARDS LUMBER CO, field tools, 37.82; MENARDS LUMBER CO, Hammers, 55.89; MENARDS LUMBER CO, Hangar 89, 172.00; MENARDS LUMBER CO, HQ - various cleaning and building maintenance sup, 150.97; MENARDS LUMBER CO, HQ- shelf for office closet, 27.86; MENARDS LUMBER CO, hydrauli copper press, 264.99; MENARDS LUMBER CO, LP TANK EXCHANGE FOR WEED BURNER, 39.84; MENARDS LUMBER CO, LUBE, BOLTS, FOR FLAGS AND PROTECTANT WIPES FOR #4, 25.64; MENARDS LUMBER CO, LUMBER, SOCKET, LIGHTS, SHELLACSPRAY, REGISTER DUC, 90.63; MENARDS LUMBER CO, MARKING PAINT FOR RAGBRAI CAMPING WEEKEND, 29.56; MENARDS LUMBER CO, MARKING PAINT FOR TREES AND STUMPS, 36.95; MENARDS LUMBER CO, Materials for Adult Athletics, 188.91; MENARDS LUMBER CO, MEASURING CUPS FOR #300001 AND MISC HARDWARE FOR S, 11.43; MENARDS LUMBER CO, MISC HARDWARE TO FIX DRINKING FOUNTAIN AT FLORA PO, 2.14; MENARDS LUMBER CO, MISC PLUMB SUPPLIES FOR MILLWORK DRINKING FOUNTAIN, 7.17; MENARDS LUMBER CO, MISC PLUMBING SUPPLIES AND PARTS FOR EPP TENNIS CO, 392.49; MENARDS LUMBER CO, Op Sup: Sand blasting crystals, 35.97; MENARDS LUMBER CO, PCV TRIM, MOTION SENSOR, SIDEWALL REGISTER, CEILIN, 303.21; MENARDS LUMBER CO, plumbing supplies, 78.01; MENARDS LUMBER CO, plumbing tools, 151.84; MENARDS LUMBER CO, PUSH BROOM, AND PLUNGER FOR #4422, 27.75; MENARDS LUMBER CO, Rec Admin Office Supply, 49.95; MENARDS LUMBER CO, REPAIR PARTS FOR MILLWORK DRINKING FOUNTAIN REPAIR, 28.75; MENARDS LUMBER CO, RETURNED BRUSH ON BED LINER FOR SISTER CITY BENCHE, (89.86); MENARDS LUMBER CO, Returned office fan, (79.99); MENARDS LUMBER CO, SHELF, CURCUIT BREAKER AND MARKING PAINT FOR EPP S, 207.90; MENARDS LUMBER CO, SHIMS, BOLTS AND HARDWARE FOR FLORA OPEN AIR PAVIL, 110.03; MENARDS LUMBER CO, Small engine fuel, 26.03; MENARDS LUMBER CO, ST2 - credit for return of pruners that were defec, (14.49); MENARDS LUMBER CO, ST2 - Preen, Pliers, Linemans, Strippers, Channel, 113.37; MENARDS LUMBER CO, ST2 - Pruners for fire station, ear plugs, 44.48; MENARDS LUMBER CO, ST3-

tv mount/shelf; cleaning supplies, 134.88; MENARDS LUMBER CO, steering knob, drill bit set, tank sprayer - locus, 34.97; MENARDS LUMBER CO, Supplies for Adult Athletics, 74.99; MENARDS LUMBER CO, SUPPLIES FOR PUMP STATIONS, 123.33; MENARDS LUMBER CO, TENSION PIN FOR INGRUND SPIGOT AT POOLS, 1.38; MENARDS LUMBER CO, TOILET VALVE KIT FOR ALLISON HENDERSON CLASSROOM R, 17.80; MENARDS LUMBER CO, TOILET VALVES FOR TREE CREW SHOP, 14.29; MENARDS LUMBER CO, Tool Box / Screws, 382.87; MENARDS LUMBER CO, TRUCK BED KIT FOR SISTER CITY BENCHES, 171.98; MENARDS LUMBER CO, TRUCK BED SPRAY PAINT FOR SISTER CITY BENCHES, 65.85; MENARDS LUMBER CO, TUBE CUTTER, HARDWARE FOR INDIAN ROOM RESTROOM REP, 18.97; MENARDS LUMBER CO, WALL PANELS, DIVIDER, CORNER PIECE AND RIVETS FOR, 839.60; MENARDS LUMBER CO, Wheel chocks for boat trailer, 13.98; MERCY MEDICAL CENTER, EMS Pharmacy Fees, 465.00; MICHAEL J SULLIVAN, SOFTBALL UMPIRE, 300.00; MICROSOFT CORPORATIO, Azure P2 licenses for staff E0500ZWSYC, 324.00; MICROSOFT CORPORATIO, Defender for office P2 for staff E0500ZWSYB, 180.00; MIDWEST ALARM SERVIC, Central Ramp Service Call, 362.00; MIDWEST BUS CORPORAT, Bike Rack - Fixed Route Bus, 1,185.03; Midwest Injection, Activated Sludge Pumping & Centrate Tank Mixing, 14,869.00; Midwest Injection, Clean Digester #4 at the WRRC, 324,000.00; MIDWEST TAPE LLC, FY27 Adult circulating materials, 1,057.61; MIDWESTONE BANK, August 2026 Admin Fee, 3,666.73; MIDWESTONE BANK, August 2026 HAP, 642,307.00; MIKE FINNIN FORD LLC, (B) FM - Parts & Service, 3,979.97; Mint Green Group USA, PRO SHOP SPECIALTY ITEM, 104.55; MIRACLE CAR WASH COR, PARK PATROL TRUCKS WASHED, 42.98; MIRACLE EXPRESS INC, FY27 Blanket PO, 53.91; MIRACLE EXPRESS INC, Truck 3909 Wash, 11.45; MISCELLANEOUS, Refund. Annual Temp License, 200.00; MI-T-M EQUIP SALES & SERV, **Accidentally Charged** no invoice- was refunded, 30.00; MI-T-M EQUIP SALES & SERV, 3473# Blade Sharpener, 30.00; MI-T-M EQUIP SALES & SERV, Accidental $30 extra charge- material priced incor, (30.00); MI-T-M EQUIP SALES & SERV, Gas Well Compressor Services, 217.48; MI-T-M EQUIP SALES & SERV, Weed Wacker- mowing head and kit blade, 90.96; Molly Spain, AOTR 2025-2026 Exhibiting Artist-Sounds..., 400.00; MOLO OIL COMPANY, (B) FM - Fuel at Gas Stations, 4,032.20; MOLO PETROLEUM LLC, (N) SWS - Mobil, 313.50; MOTION INDUSTRIES IN, Bearing for Rough Mower, 135.08; MS* HOTELZ, Hotel for ESRI User Conference 2026: JI, 1,547.85; MSN AIRPORT PARKING, 5th International Place Making Conference, 70.00; MT LIBRARY SERVICES, Childrens book - 65020, 970.00; MULGREW OIL COMPANY, (B) PW-Fuel, 6,972.98; MULGREW OIL COMPANY, Diesel for Generators @ WRRC, 9,834.91; MULGREW OIL COMPANY, UNLEADED FUEL- POD MARINA, 7,759.57; MUNICIPAL COLLECTION, Ambulance Collections, 9,839.09; MUNICIPAL COLLECTION, Collection Fees for Utility Billing, 183.55; MUTUAL WHEEL COMPANY, (B) FM - Various Parts, 77.82; MYERS-COX CO, FOOD FOR BHGC & MCALEECE CONCESSIONS, 2,118.54; MYERS-COX CO, MISC FOOD ITEMS- BHGC, 1,710.84; MYERS-COX CO, MISC FOOD ITEMS- FLORA POOL CONCESSIONS, 1,332.35; MYERS-COX CO, MISC FOOD ITEMS- POOLS, 2,312.68; MYERS-COX CO, MISC FOOD ITEMS- SUTTON POOL CONCESSIONS, 489.68; NAPA STORE 3136139, OIL AND FILTERS FOR SHOP AND TRUCKS, 342.25; Natheniel Pierce, AOTR 2026-2027 Exhibiting Artist Spiritcycle, 400.00; NATIONAL ENVIRONMENT, LINK NEHA-REHS CREDENTIAL RENEWAL 2- YR, 180.00; NATIONAL FIRE PROTEC, NFPA 1750 - Fire Suppression Operations, 181.83; NCH CORPORATION, (N) SWS - Inside Out,

2x2.5GL,NAC FE 7/24/26, 560.95; NCH CORPORATION, chemicals for cooling tower city hall, 769.95; NCH CORPORATION, HYDRANT & VALVE LUBRICANT, 994.95; NETWORK COMPUTER SOL, Service on 7/14, 175.00; NICHOLAS EDWARDS, MD, EMS Director Yearly Salary for EMS Support FY27, 3,333.33; Nicolas Farfan, SOFTBALL UMPIRE, 75.00; Nicole Beck, AOTR 2025-2026 Exhibiting Artist Oscill8, 400.00; NIELAND REFRIGERATIO, EMERGENCY REPAIR- WALK-IN COOLER AT BHGC, 756.25; NORTHEAST IOWA COMMU, (N) FO- CPR and First Aid Training Street/ Sewer, 935.00; NORTHEAST IOWA COMMU, Franchise Fee FY27, 756.36; NORTHEAST IOWA SCHOO, FY 27 Arts Operating Support Grant, 13,900.19; NORTHEAST IOWA SCHOO, FY27 Arts Capacity Building Grant, 6,170.00; OHD LLLP, aftermarket tennant 1033374 - Parking Ramps, 413.33; OHD LLLP, American Society fo Admin Professionals renewal fe, 205.00; OHD LLLP, Blackhat Registration: TK, 4,475.00; OHD LLLP, DTF consumables 476993, 94.52; OHD LLLP, Garage - Stock bus parts: plastic cover, 343.89; OHD LLLP, ICS 300 and ICS 400 Training, 500.00; OHD LLLP, REPAIR KIT AND PRIMER FOR PLAYGROUND REPAIRS, 251.94; OHD LLLP, Router for Mini Bus, 399.00; OHD LLLP, sublimation blanks 3512694289, 184.40; OHD LLLP, tennant filter for parking ramps, 25.27; OMNI HOTELS, NLC SB&LM HOTEL REMAINING: TK, 515.38; One Step, Inc, Forms for deer hunting program, 196.90; ONLINE COMPUTER LIBR, OCLC annual agreement, 3,974.93; OPENAI *CHATGPT SUBSCR, ChatGPT Subscription, 21.40; OPENAI *CHATGPT SUBSCR, OpenAI sub for IT NPTTQ7DZ-0015, 75.00; OPENING SPECIALISTS, BUNKER HILL ENTRY DOOR REPAIRS, 1,117.20; OPENING SPECIALISTS, SOLENOID KIT FOR ICE ARENA RESTROOM DOOR LOCK, 190.04; O'REILLY 1064, HOSE CLAMPS FOR HOSE EPAIR ON MOBILE CHLORINE TANK, 4.04; O'REILLY 4652, Stores: #430007 valves, 6.98; O'REILLY AUTOMOTIVE, (B) FM - PARTS AND OP SUPPLIES, 2,311.69; ORIGIN DESIGN CO, ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3, 1,097.50; ORIGIN DESIGN CO, Origin Task Order No 26-04_17th RR Culvert Crossin, 3,717.00; ORIGIN DESIGN CO, PROF. SERVICES-2024 N.ENGLISH RD WATER MAIN EXT., 1,829.10; ORKIN LLC, FY27 PEST CONTROL INTERMODAL, 194.14; ORKIN LLC, FY27 PEST CONTROL JOTC, 326.82; ORKIN LLC, TERMITE AND PEST INSPECTIONS FY27, 267.05; ORKIN LLC, WASP/HORNET CONTROL IN CITY TREE, 299.00; OVERHEAD DOOR COMPAN, America's Hangar/Side Door, 1,113.96; OVERHEAD DOOR COMPAN, HDQ-Overhead Door Maintenance at Headquarters, 281.00; OVERHEAD DOOR COMPAN, HDQ-Overhead Door Transmitter, 45.00; PA #431 - DUBUQUE, Stores: 2705 battery, 858.99; PA #431 - DUBUQUE, Stores: stock battery, 154.66; PAYPAL * IIMC, Online Course Registration, 85.00; PAYPAL * IIMC, Online Course Registration for Adrienne, 85.00; PAYPAL *SANITASTECH, Water Quality Testing Software, 445.00; PAYPAL *WOMENSLEADE, Women's Leadership Network Event for Shena and Ren, 310.00; PDHENGINEER, PDH training, 59.90; PELICAN WIRELESS, Standard Subscription Service for Thermostats, 21.93; PENDLETON TURF SUPPL, TURF CHEMICALS, 331.80; PERFORMANCE FABRICAT, 3rd & Main Chamber Ext Patio Railing Ph 2, 14,320.00; Peterbilt of Wiscons, (B) FM - PARTS, 7,236.90; Peterbilt of Wiscons, Credit reconciliation, (2,007.88); Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 01/14/2026, (2,903.96); Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 06/09/25, (237.96); Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 2/9/2026, (211.96); Peterbilt of Wiscons, GARAGE - STOCK BRAKES - 4/20/2026, (105.98); Peterbilt of Wiscons, STOCK - Brake Drums and Shoe Kits, (211.96); Peterbilt of Wiscons, STOCK BRAKES,

(1,451.98); PGA OF AMERICA MEMBERS, PGA Membership Dues, 565.75; PHELPS THE UNIFORM S, FY27 Weekly Uniform Cleaning, 51.02; Pigeon Art Center, FY 27 Arts Operating Support Grant, 14,107.63; Pigeon Art Center, FY27 Arts Capacity Building Grant, 8,000.00; PIGOTT INC., Replacement Chair for Video Producer, 471.58; Pitney Bowes Bank In, Reserve Acct FY27 - City of Dubuque Housing, 18,548.56; PITNEY BOWES GLOBAL, Lease for Postage Meter (2026-06-06 to 2026-09-05), 824.94; PLUMB SUPPLY - DUB - 013, Bldg 90 Fix Main Sewer Line, 47.76; PLUMB SUPPLY - DUB - 013, PVC Strut Clamps, 67.20; PLUMB SUPPLY - DUB - 013, URINAL SUPPLIES FOR EPP INDIAN ROOM RESTROOM, 67.87; PLUMB SUPPLY - DUB - 013, Valve for Sodium Hypochloride Injector, 60.23; Police Legal Science, Police Online Legal Training, 10,200.00; Policy Confluence, I, Balancing Act Software Bundle, 8,610.00; POLIMORPHIC, INC, Chatbot Platform Connect 06/30/2026 - 07/01/2026, 24,000.00; POLIMORPHIC, INC, Chatbot Platform Connect 07/01/2026 - 06/30/2027, 16,000.00; POLYDYNE INC, Polymer- CE-2701-for the Centrifuge - for FY27, 23,460.00; POLYDYNE INC, Polymer-for the Drum Thickener - FY27, 11,385.00; PORTZEN CONSTRUCTION, (N) MSC- EMERGENCY Leak by Mens Locker Room, 240.00; PORTZEN CONSTRUCTION, CONSTRUCTION-PHASE II COMISKEY, 70,300.74; PORTZEN CONSTRUCTION, Dubuque Gate and Pump Station Flood Mitigation 16t, 491,085.26; PRAIRIE FARMS, Franchise Fee FY27, 4,722.26; PRECISE MRM LLC, (N)- PW 2026-06 Subscription, 860.00; PRECISE MRM LLC, Precise vehicle monitoring Engineering, 360.00; PRESSCITIZEN, IA city press Citizen monthly subscription 7/9/202, 45.00; PY *DISTRICT 20 SUPPLY CO, Uniform apparrell, 50.00; PY *DISTRICT 20 SUPPLY CO, Uniform Purchase, 64.00; PY *DISTRICT 20 SUPPLY CO, uniforms, 239.00; R & W RESTORATION, 3rd & Main Chamber Ext Patio Wall Tuckpoint, 12,500.00; R W BORLEY ADVERTISI, Chelsea Teddy Bears for Ambulances, 988.03; RACOM CORPORATION, Opticoms for Patrol Vehicles, 7,059.60; RACOM CORPORATION, Oticom Harness for PD Vehicles/Vehicle Build, 6,918.04; RACOM CORPORATION, Portable Radio Maintenance, 902.72; RACOM CORPORATION, Replace MDT's for 25 Vehicles, 174,852.85; RECONYX INC, falk park cameras, 15.00; Reinders Inc, CABLE FOR GOLF MAINTENANCE, 752.20; RENTPREP, JUNE BACKGROUND CHECKS, 4,208.85; RESILIENT MIND PSYCH, Mental Health Visits w/Personnel for FY27, 1,800.00; REV.COM, Processing materials - purchase made to provide su, 245.17; RICHARD F BIECHLER, Generator Maintenance for FY27 for 5 Stations, 1,995.00; Rider Lacy Block, ADA Project Grant Reimbursement - 1700 Central, 5,000.00; Rider Lacy Block, ADA Project Grant Reimbursement - 1706 Central, 5,000.00; Rider Lacy Block, ADA Project Grant Reimbursement - 1722 Central, 5,000.00; RILCO, Inc , FM - BULK FLUIDS, 3,162.50; RISING STAR THEATRE, FY 27 Arts Operating Support Grant, 10,747.34; RIVER CITY PAVING, (N) COD - Airport Hot Mix - 7/27/26, 1,026.34; RIVER CITY PAVING, Various Asphalt and Materials, 327,299.29; RIVER CITY STONE, LIME FOR MCALEECE BALLFIELDS, 72.72; RIVER CITY STONE, Various Stone and Materials, 3,786.85; RIVER LIGHTS BOOKSTO, Professional Development Book, 29.99; ROBERT G WRIGHT JR, 390 Glen Oak-LHH24, 2,550.00; ROEDER OUTDOOR POWER, 3480# - PARTS, 104.25; ROEDER OUTDOOR POWER, FM - PARTS, 129.12; ROEDER OUTDOOR POWER, Fuel Hose, Fuel Pump, Mech in Bottle, 43.32; ROEDER OUTDOOR POWER, Fuel Pump, Primer, 13.99; ROEDER OUTDOOR POWER, lawnmower - oil change kit, 98.14; ROEDER

OUTDOOR POWER, Oil Filter for Tractor, 32.91; ROEDER OUTDOOR POWER, Repair Part/Supplies for grass cutting, 60.99; ROEDER OUTDOOR POWER, SEAL FOR STEER WHEEL LEAK #4479, 31.78; ROEDER OUTDOOR POWER, Street crew- Saw with blade, 1,100.00; ROEDER OUTDOOR POWER, Timmers and Blowers for grass cutting and POD, 1,450.00; ROEDER OUTDOOR POWER, Weed Wacking Spool for grass cutting, 60.99; ROLAND DGA CORPORATION, printable vinyl EXORD00069428, 284.96; Ronald V Burbach, Weed Control, 1,848.00; ROUSSELOT INC, Franchise Fee FY27, 9,929.08; RXBENEFITS INC, FY27 Presc Admin & Claims - 5/23 to 7/17/2026, 97,047.65; SADLER POWER TRAIN I, (B) FM - PARTS & SM TOOLS/EQ, 1,691.25; SADLER POWER TRAIN I, 4001# - HOOD CATCH & BRACKET, RUBBER, 16.72; SADLER POWER TRAIN I, GARAGE - OP SUP - GREASE, 82.18; SADLER POWER TRAIN I, MATERIAL TO REPAIR SLUDGE PLANT FILTER, 68.04; SAFETY-KLEEN CORP, (N) SWS- Parts for Wash Station Maint LF 6/26/26, 745.37; SAMS CLUB.COM, Catering at various Sustainability Events 6/25,6/2, 479.15; SAMS CLUB.COM, Special events supplies, 104.08; Schadl Incorporated, (B) SWS- FY27 Maint. Shop Pit Cleaning LF, 2,090.27; SEDONA STAFFING, Hours Worked - Admin Support - 04/26/26, 274.05; SEDONA STAFFING, Hours Worked - Admin Support - 06/07/26, 502.43; SEDONA STAFFING, Hours Worked - Admin Support - 06/14/26, 228.38; SEDONA STAFFING, Hours Worked - Admin Support - 06/28/26, 1,295.94; SEDONA STAFFING, Hours Worked - Admin Support - 07/10/26, 1,141.88; SEDONA STAFFING, Hours Worked - Admin Support - 07/17/26, 516.56; SELCO INC, (N) FO - EMERGENCY Signs for Milling Street Crew, 456.00; SENECA COMPANIES, EMERGENCY SERVICE ON POS SYSTEM AT POD MARINA, 1,470.88; SERGEANT LABORATORIE, One-Yr Aristotle Insight License 9/15/26 - 9/15/27, 15,061.35; SHELLBACK TACTICAL LLC, Refund from charging us tax last month, (79.80); SHERWIN WILLIAMS COM, PAINT FOR FLORA PARK BRICK OPEN AIR PAVILION, 180.28; SHERWIN WILLIAMS COM, PRIMER PAINT FOR VACUUM CASING, 118.15; SID'S, Bunker Hill Alcohol, 1,066.93; Siegert Enterprises, BETTY JANE CANDIES FOR MARINA C-STORE, 780.54; SISCO, FY27 STD Ins Prem - July 2026, 245.00; SMARTSIGN, refund on taxes charged from last month pcard purc, (90.16); SOCIETY FOR HUMAN RE, Professional membership renewal, 299.00; SOFTCHOICE CORPORATI, License for Windows Server, 938.28; SP CULICIDAE PRESS, Books about Eagle Point Park, 49.56; SPAHN & ROSE LMBR YD #9, LUMBER FOR RESTROOM REPAIRS AT COMISKEY, 10.35; SPX CORPORATION, Genfare Mobile Ticketing April 26, 485.88; SPX CORPORATION, Genfare Mobile Ticketing June 26, 287.27; SPX CORPORATION, Genfare SPX Link Hosting FY27, 28,609.49; SQUARE INC, Cab for NR: ESRI conference, 70.74; SQUARE INC, REPLACEMENT TREE, 116.10; ST LUKES HEALTH - UN, MRO Drug Screen results - May and June 2026, 478.00; Stantec Consulting S, Ice Harbor Gate Inspection, 8,554.00; STAPLES 0401, 3 ring binders for office, 23.95; STAPLES 0401, 3 Ring binders for office project, 17.45; STAPLES 0401, Advertising Supplies, 131.76; STAPLES 0401, Aquatics Program Supplies, 119.97; STAPLES 0401, Office supplies for EMS Field Supervisor, 75.34; STAPLES 0401, Office supplies: envelopes, 12.45; STAPLES 0401, Pool Program Supplies, 18.84; STAPLES 0401, Return of 3 ring binders for a different size, (23.95); STAPLES 0401, Sani Sewer- micro for gas monitor, 12.49; STAPLES 0401, ST2 - 2 office chairs, 279.98; STAPLS0239122265000001, office supplies, 242.07; STARLINK INTERNET, for connection to mini CRD in case of an emergency, 55.00; State of Iowa - Depa,

Boiler and Pressure Cert Eagle Point 05/05/26, 120.00; State of Iowa - Depa, Boiler and Pressure Cert Transit 05/08/26, 40.00; State of Iowa - Depa, SAFHER USER LICENSES FY27, 10,284.32; STEEL MART INC, MATERIAL TO REPAIR GRIT REMOVER, 6.80; STEEL MART INC, METAL FOR RAILING AT JACKSON PARK REPAIRS, 9.58; STEEL MART INC, storm repair supplies, 177.60; STEFFEN LAWN & SNOW, Lawn Mowing - City Owned Properties for 2024-2025, 1,830.00; STEVES ACE HARDWARE,, 28.76; STEVES ACE HARDWARE, broom / dustpan for garage, 20.69; STEVES ACE HARDWARE, cleaner simple green - 5th street ramp, 12.59; STEVES ACE HARDWARE, Concrete crew- shovel, 89.07; STEVES ACE HARDWARE, double sided tape 07/16/2026, 12.49; STEVES ACE HARDWARE, DRAIN CLEANER FOR CAMPGROUNDS, 29.69; STEVES ACE HARDWARE, DRILL BITS SETS AND FASTENERS PORT OF DUBUQUE REST, 53.67; STEVES ACE HARDWARE, FASTENERS FOR SIGNS AT VETS, 11.12; STEVES ACE HARDWARE, File to sharpen training chainsaw blade, 12.99; STEVES ACE HARDWARE, flat box cover - 5 flags ramp, 2.51; STEVES ACE HARDWARE, MATERIAL TO REPAIR FAUCET AT PARK HILL PUMP STATIO, 32.18; STEVES ACE HARDWARE, POD Flowers plant food, 62.98; STEVES ACE HARDWARE, POD for flowers plant food, 94.47; STEVES ACE HARDWARE, RAKES FOR TREE CLEAN UP, 62.96; STEVES ACE HARDWARE, register return for locust ramp, 8.99; STEVES ACE HARDWARE, SAFETY MASKS AND RAIN WAND FOR EPP, 33.28; STEVES ACE HARDWARE, ST2 - Mixed fuel for weedwhacker, 25.19; STEVES ACE HARDWARE, St3 - garden hose nozzle, 17.99; STEVES ACE HARDWARE, ST3 - Grill, 849.00; STEVES ACE HARDWARE, stapler, staples - Parking, 57.21; STEVES ACE HARDWARE, staplers - for Parking, 6.83; STEVES ACE HARDWARE, VACUUM BREAKER FOR POOLS, 8.99; STEVES ACE HARDWARE, WASP SPRAY FOR VETS, 8.00; STRAND ASSOCIATES IN, Bee Branch SCADA Maintenance, 267.37; STRAND ASSOCIATES IN, Phase I 2025 MCC & PLC Upgrades-25-11 1154.124, 2,500.00; STRAND ASSOCIATES IN, SCADA Computer Upgrade for BB Station and Sanitary, 900.00; STRAND ASSOCIATES IN, SCADA Consulting Svces - Tsk 26-02, Pro 1154.053, 1,074.61; STRAND ASSOCIATES IN, Strand Task Order 26-07_17th W Locust FEMA BRIC, 4,842.73; STRAND ASSOCIATES IN, WELL NO. 11 SOURCE WATER-CONSULTANT SVCS, 1,830.30; STRAND ASSOCIATES IN, WRRC On Call Services - Task 26-01, Proj 1154.085, 2,673.07; STRAND ASSOCIATES IN, WTP & Water Dist.Sys SCADA Upgrade, 3,000.00; STREICHERS INC, Munition Supplies, 1,653.84; SUPER STOP IV, Special events - ice Climate Council supplies, 2.99; SUPER VAC, HQ- replacement feet for battery fan, 30.00; SUPERION, LLC, Billable Travel for Training on New RMS, 1,159.77; SUSAN M STOPPELMOOR, FY27 RECREATION CLASS INSTRUCTOR, 3,570.40; SYN-TECH SYSTEMS INC, Fuelmaster Annual Maintenance Agreement, 2,275.00; T & W GRINDING, (B) SWS-FY27 YW Mgmt Service Compost Contract LF, 36,396.15; TARGET T-0086, FRUIT AND FIRST AIDE SUPPLIES, 36.39; TARGET T-0086, Patron requested target exclusive vinyl 7/10/2026, 34.99; TARGET T-0086, Special events - Climate Council supplies, 31.42; TARGET T-0086, Supplies for Concessions, 66.77; TARGET T-0086, Supplies for Youth Sports, 20.68; TELEFLEX LLC, EMS supplies, 665.00; TELEGRAPH HERALD, 2527 Washington St. - TH Media Marketing - City Ow, 67.87; TELEGRAPH HERALD, 821 Garfield Ave - TH Media Marketing - City Owned, 68.48; TELEGRAPH HERALD, Public Notice - Significant Non-Compliance, 32.70; TELEGRAPH HERALD, Publication Expenses, 168.47; THE BATTERY CENTER, Battery for Bld 55 Back up, 295.85; THE DAVENPORT GRAND, hotel for education, 1,393.02; THE FISCHER

COMPANIE, August Parking for Human Rights-2 Spots at MFC Lot, 80.00; THE FISCHER COMPANIE, Finance Parking Rent July, 80.00; THE FISCHER COMPANIE, FY27 Health Dept Parking Spots, 160.00; THE FISCHER COMPANIE, Parking Rent (08/2026), 120.00; THE FISCHER COMPANIE, Rental - Land/Bldgs/Parking-Monthly parking space, 40.00; The KZone Inc, SUMMER 2026 KZONE BASEBALL/SOFTBALL/ T-BALL PROGRAM, 1,635.00; THE LOCKSMITH EXPRES, CREDIT FOR DOUBLE CHARGE. HAD ALREADY PAID WITH CI, (6.00); THE LOCKSMITH EXPRES, Install Locks on 715 ROSE, 215.00; THE LOCKSMITH EXPRES, LOCKS AND KEYS FOR PARKS FOR FY27, 179.00; The Rustic Chicken, Rustic Chicken Petting Zoo, 900.00; THE UPS STORE 3078, Shipping charges for Kyle's mask, 31.45; THE UPS STORE 3078, Shipping charges to repair a bag, 58.33; THE UPS STORE 3078, shipping fee for traffic, 146.09; THE UPS STORE 3078, Shipping for Trench Rescue Strut Controller, 43.78; THE UPS STORE 3078, Shipping for vehicle controller (sent off site for, 105.93; THE WEBSTAURANT STOR, Scoopable Acai Sorbet to Sell at PoD Marina, 663.90; THEISENSHOMEFARM AUTODBQ, Asphalt Patch for Cart Path, 50.97; THEISENSHOMEFARM AUTODBQ, blade, polycut for shop supples, 56.98; THEISENSHOMEFARM AUTODBQ, BOLTS AND WASHERS FOR POOL REPAIRS ON FLORA DIVING, 1.72; THEISENSHOMEFARM AUTODBQ, Bolts, Nuts, and Washers for Rough Mower Bearing, 1.33; THEISENSHOMEFARM AUTODBQ, Bolts, Nuts, Washers for Rough Mower Bearing, 1.85; THEISENSHOMEFARM AUTODBQ, CHAPS FOR #4466 FOR WEED WHIPPING, 96.99; THEISENSHOMEFARM AUTODBQ, EYE BOLTS FOR TENNIS COURTS REPAIRS AT MURPHY, 15.69; THEISENSHOMEFARMAUTODBQ, Fence for Bradley St Lift Station, 163.82; THEISENSHOMEFARM AUTODBQ, GLOVES FOR STAFF FOR TREE PLANTING, 78.96; THEISENSHOMEFARM AUTODBQ, GREASE FOR SHOP, 189.64; THEISENSHOMEFARM AUTODBQ, Materials for Youth Sports, 27.96; THEISENSHOMEFARM AUTODBQ, Nuts & Bolts for Rough Mower, 17.38; THEISENSHOMEFARM AUTODBQ, OIL AND TRUCK LINER FOR SHOP, 265.90; THEISENSHOMEFARM AUTODBQ, PLANTING SUPPLIES-GLOVES, POST AND SHOVELS, 65.96; THEISENSHOMEFARM AUTODBQ, SAFETY BOOTS, 219.99; THEISENSHOMEFARM AUTODBQ, Sewer- Grease for Pump, 56.91; THEISENSHOMEFARM AUTODBQ, sidewalk marking paint, 79.92; THEISENSHOMEFARM AUTODBQ, ST5 - soap, dryer sheets, dish pods, silicone spra, 65.41; THEISENSHOMEFARMAUTODBQ, Stores: extension cord unit #540018, 19.98; THEISENSHOMEFARM AUTODBQ, Supplies for upcoming training, 69.46; THEISENSHOMEFARM AUTODBQ, Supplies for upcoming training - chain, 1.00; THEISENSHOMEFARM AUTODBQ, Tarp and Fluid for Pump to Pump Out Digester, 146.92; THEISENSHOMEFARM AUTODBQ, TOW STRAP AND BALL HITCH FOR MECHANIC SHOP, 61.97; THEISENSHOMEFARM AUTODBQ, T-POST PULLER AND PARTS, 5.28; THEISENSHOMEFARM AUTODBQ, WEED SPRAY, PLANT FOOD AND NOZZLE FOR MILLWORK/BEE, 141.96; THERESE H GOODMANN, Strategic partnerships with federal agencies 2025, 3,333.33; THOMPSON TIRE & RETR, (B) FM - Parts, Service, Op Supplies, 16,199.28; THOMPSON TIRE & SERVICE -, DRIVE TIRES #1570, 118.25; THOMPSON TIRE & SERVICE -, DRIVE TIRES FOR #1570, 122.75; THOMPSON TIRE & SERVICE -, STEER TIRE FOR 1570, 110.50; THOMPSON TIRE & SERVICE -, STEER TIRE REPAIR #1570 MOWER, 37.50; THOMPSON TIRE & SERVICE -, TIRE FOR #4450, 126.75; THOMPSON TIRE & SERVICE -, TIRE FOR MOWER CREW #1570, 104.00; THOMPSON TIRE & SERVICE -, TIRES FOR #4404, 1,158.00; THREE RIVERS FS INC, (N) FM - LP Gas #33, 43.65; THREE RIVERS FS INC, (N) SWS- Bio 2% Dslx & Spectra Lube Red 07/28-7/30, 5,502.09; THREE RIVERS FS INC, (N) SWS- Spectra

Lube Red 2 30TB CS- LF 07/16/26, 410.40; Tim Adams, 2025-2026 Peoples Choice - per bs, 200.00; Tim Adams, AOTR 2025-2026 Exhibiting Artist "Lupine", 400.00; Timothy J Sprengelme, AOTR 2026-2027 Exhibiting Artist Unci Maka, 400.00; TIMOTHY P GOTTSCHALK, SOFTBALL UMPIRE, 150.00; TOP GRADE EXCAVATING, Bld 75 South Steps Removal & Flushing Hydrant, 6,300.00; TREASURER STATE OF I, Basic Academy/Defensive Tactics, 10,550.00; TRI STATE, Annual Crane Inspection, 1,131.95; TRI STATE TRUCK EQUI, FM - PARTS, 133.00; TRICOR INC, (N) SWS- FY 27 Annual Safety Training LF Employees, 1,250.00; TRI-STATE PORTA POTT, (B) SWS/FO- FY27 Rental of Units for LF and Street, 534.00; Tri-State Shred, Inc, On-Site Shredding by the Tote - Chavenelle, 57.70; TRUCK COUNTRY OF IOW, (B) FM - Parts & Service, 18,990.97; TRUCK COUNTRY OF IOW, 3411# - HEADLAMP - 6/17/2026, (417.47); TRUCK COUNTRY OF IOW, UNIT #3203 - ACTUATOR - 5/27/2026, (300.00); TRUCK COUNTRY OF IOW, UNIT #3403- Sensor Nitrogen Oxide 4/16/26, (255.00); TRUCK COUNTRY OF IOWA, BATTERY CAB FOR #4431, 44.81; TRUCK EQUIPMENT INC, FM - PARTS (MINI BLANKET), 4,060.79; TST* BACKPOCKET DUBUQUE, Pizza Sust DBQ provided for an event we were colla, 217.00; TST*ROSES AND BERRIES CA, Catering for Dept Mgr Goal Setting, 807.50; TUMBLEWEED PRESS INC, FY27 Tumblebook ebook platform subscription, 799.00; TURPIN DODGE OF DUBU, FM - PARTS, 19.24; TWP*SUB85595028, Monthly e-edition TWP to stay informed of news, 1.06; TYLER TECHNOLOGIES,, Tyler Tech Services, 34,614.40; UBER *TRIP, Conference Transportation, 105.47; UBER *TRIP, Conference Transportation-tip, 16.23; UBER *TRIP, uber ride education training, 30.95; UBER *TRIP, uber trip for education, 24.96; UNION HOERMANN PRESS, Franchise Fee FY27, 290.03; UNION HOERMANN PRESS, FY2027 Dollars & Cents brochure printing, 2,760.69; UNION HOERMANN PRESS, Printing extra copies of the FY2027 Dollars & Cent, 494.00; UNISON SOLUTIONS INC, Monthly Analysis Kit for H2S Testing, 275.00; UnityPoint Health, FY27 MRO Drug Screen results - June and July 2026, 107.00; UNIVERSITY OF DUBUQU, Franchise Fee FY27, 8,532.70; US COMPOSTING COUNCIL, United States Composting Council Dues, 555.00; US Foods, MISC FOOD ITEMS- BHGC, 1,210.01; USATODAY CO DIGITAL, Monthly Des Moines Register e-edition to stay info, 21.39; USPS PO 1826100387, certified letter, 24.90; USPS PO 1826100387, POSTAGE FOR LSL & BACKFLOW LETTERS, TAPS, METERS, 312.00; USPS PO 1826100387, postage for Parking, 820.00; USPS PO 1826100387, postage for sidewalk letters, 12.74; USPS PO 1826100387, Postage Stamps for office, 78.00; USPS PO 1826100387, sidewalk letters postage, 209.06; USPS PO 1826100387, stamps, 156.00; USPS PO 1826100387, USPS Planning Serv, 11.50; USPS.COM CLICKNSHIP, NATA Member Shipment, 24.86; VAN METER - COTTAGE GROVE, street lights, 120.83; VAN METER INDUSTRIAL, COVERS FOR NEW WELDER RECEPT IN SLAKER ROOM, 20.26; VAN METER INDUSTRIAL, CUTOFF BLADES FOR CRIMPING TOOL WHEN WORKING WITH, 29.16; VAN METER INDUSTRIAL, Fittings for Blended Sludge level Indicators, 77.24; VAN METER INDUSTRIAL, Fittings for Blended Sludge Tanks, 57.14; VAN METER INDUSTRIAL, Fittings for Blended Slug Tank Level Readers, 319.62; VAN METER INDUSTRIAL, NETWORK SWITCH TO ALLOW RADIO AT VERNON TOWER TO O, 169.18; VAN METER INDUSTRIAL, NEW PANEL SOUND DEVICE TO ALARM DEADMAN ALARM, 69.17; VAN METER INDUSTRIAL, street lighting parts, 271.85; VAN METER INDUSTRIAL, street lights, 463.82; VAN METER INDUSTRIAL, traffic light supplies, 68.28;

VAN METER INDUSTRIAL, VFD Parts for Plant Stock, 134.96; VAN METER INDUSTRIAL, VFD Parts for Stock, 269.93; VANDERLOO & WHITE VE, Euthanasia. Emergency Vet Services. Betts, 144.78; VANDERLOO & WHITE VE, Stray cat attached by dog. Emergency vet services, 357.49; VAN-WALL EQUIPMENT C, BED KNIFE FOR TEE MOWER, 108.46; VERIZON WIRELESS SER, Fixed Route Rangers Data FY27, 418.50; VERIZON WIRELESS SER, Fixed Route Signs Data FY27, 110.22; VERIZON WIRELESS SER, Mini Bus Ops Data FY27, 240.24; VERNON C WILLITS, AOTR 2025-2026 Exhibiting Artist "Stainless River, 400.00; Vidl Solutions, Inc, CC Goal-Organizational Culture Continuous Improvem, 6,600.00; Voices Productions, FY 27 Arts Operating Support Grant, 5,138.23; VZWRLSS*APOCC VISB, Monthly Cell Phone Subscription, 387.78; Walker Consultants,, Parking Equipment Design, 8,558.82; WALMART, Aquatics Program Supplies, 186.22; WALMART, Bike Gear Jason Duba, 286.56; WALMART, council chambers supplies, 92.40; WALMART, custodial supplies, 279.12; WALMART, dawn soap / lens wipes - JOTC supplies, 82.44; WALMART, Food for All Staff Training, 129.15; WALMART, Food for NATA, 125.53; WALMART, Items for Youth Sports Program, 51.75; WALMART, Materials for Youth Sports, 229.53; WALMART, Merchandise for Resale, 914.78; WALMART, Papertowels for Intermodal, 20.93; WALMART, Pinesol - JOTC cleaning supplies, 25.96; WALMART, Program Supplies, 212.93; WALMART, Program Supplies Refund, (51.05); WALMART, Refund from Tax Originally Charges, (5.94); WALMART, Sales Tax Refund, (16.01); WALMART, Sam's Membership, 25.00; WALMART, Supplies for McAleece Concessions, 240.30; WALMART, Supplies for NATA, 166.66; WALMART, Supplies for Youth Sports, 150.01; WARREN AUTO RENTAL I, RENTAL VEHICLE FOR TRANSPORTING STAFF, 4,004.00; WARTBURG THEOLOGICAL, Franchise Fee FY27, 681.20; WB McCloud & Co, Inc, FY27 Monthly Pest Prevention, 612.36; WEB*NETWORK-SOLUTIONS, Monthly Domain Renewals, 24.36; WELDON TIRE, 3480, 3468#- Tires, 1,230.50; WELU PRINTING COMPAN, 3000 #10 WINDOW ENVELOPES, 259.13; WELU PRINTING COMPAN, Blue Return Envelopes for the WRRC, 358.48; WELU PRINTING COMPAN, Business Cards for Multiple Personnel, 235.44; WELU PRINTING COMPAN, FY27 Business Cards, 305.20; WELU PRINTING COMPAN, Illicit discharge door hangers, 312.61; WENZEL TOWING SERVIC, (N) FM - SERVICE UNIT #110006, 59.50; WENZEL TOWING SERVIC, FM - Service (mini blanket), 755.00; WESTPHAL & COMPANY,, FIBER INSTALL AT TREE CREW BUILDING, 17,705.00; WESTPHAL & COMPANY, FIBER OPTIC SPLICING FOR WTP AND REMOTE FACILITIES, 20,715.00; WESTPHAL & COMPANY, Fiber Termination US 151/61, 1,377.74; WESTPHAL & COMPANY,, REMOVAL OF EX FANS ON ROOF TO ELIMINATE FANS, 152.63; WEX HEALTH INC, FY27 COBRA, Commuter, FSA Administration, 1,027.30; WHKS AND COMPANY, Auburn and Custer Bidding and Construction Assista, 2,008.34; WHKS AND COMPANY, Loras Blvd Reconst and Repairs Task Order #27, 18,662.63; WHKS AND COMPANY, RUSTIC POINT PARK DESIGN AND DEVELOPMENT, 2,505.19; WHKS AND COMPANY, Track Line Sanitary Sewer Reconstruction Project, 8,011.03; William Doyle, Bill Doyle Per Diem NAPC 2026, 322.00; WIN*WNSPLY DUBUQUE IA, BALLVAVE FOR MECHANIC SHOP, CABLE TIES FOR RAGBRAI, 25.71; WIN*WNSPLY DUBUQUE IA, FITTINGS AND SHUT OFF FOR EPP RESTROOM REPAIRS, 29.25; WOODWORKERS SOURCE, Laser wood 473047, 340.20; WWP*MCCLOUD SERVICES, PEST CONTROL AT BUNKER OFFICES AND BASEMENT, 50.56; XYLOTECH SYSTEMS INC, TWO DAY TWO PERSON GIFT, 3,268.63; ZACHARY GILLIES, CAMPGROUND MANAGER PAYMENTS FY27, 828.57; ZARNOTH BRUSH

WORKS, FM - PARTS (MINI BLANKET), 2,252.85; ZEFFY* DBQ CTY ARTS, Special Event booth space purchase, 58.50; ZORO TOOLS INC, EM Ballast, 143.64; Payroll, 2,940,405.16; $9,166,210.18

CITY OF DUBUQUE
7/30/2026 ? 08/13/2026
EXPENDITURES BY FUND
General, 4,027,718.49; Special Revenue, 1,307,591.00; Capital Projects, 1,486,010.21; Water, 284,999.04; Sanitary Sewer, 720,366.91; Stormwater, 571,818.93; Parking, 65,145.85; Refuse, 66,391.75; Transit, 148,294.49; Internal Service, 320,456.60; DMASWA, 167,416.91; GRAND TOTAL: $9,166,210.18
1t 8/26

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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Approved

**MINUTES**
**ZONING ADVISORY COMMISSION**
**REGULAR SESSION**
6:00 p.m.
Wednesday, July 1, 2026
City Council Chambers, Historic Federal Building

**Commissioners Present:** Chairperson Matt Mulligan; Commission Members Troy Froistad, Carrie Lohrmann, Rich Russel, and Jake Koch

**Commissioners Excused:** Pat Norton, Teri Zuccaro

**Commissioners Unexcused**: None.

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

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

New Commissioner Jake Koch read his oath of office into the record.

**MINUTES:** Motion by Lohrmann, seconded by Russell, to approve the minutes of the June 3, 2026 meeting. Motion carried by the following vote: Aye – Froistad, Koch, Lohrmann, Russell, and Mulligan; Nay – none.

**ACTION ITEM/FINAL PLAT:** Application of Laura Jelinske to approve the Final Plat of Voncarlowitz Place No. 2 (11838 Lorelie Lane, Dubuque County).

Laura and Jim Jelinske, 11823 Lorelie Lane, spoke on behalf of their application. They explained that they are seeking to split seven acres of their forty-acre property to sell to a portion to the adjacent neighbor.

Staff Member Moon detailed the staff report, noting the submitted Final Plat of Voncarlowitz Place No. 2 is a simple subdivision splitting one lot into two. She noted the property is located outside the city limits but within the two-mile extraterritorial jurisdiction. She stated that Lot 1 will be transferred to the adjacent neighbor to the west. She explained that neither lot will have frontage on a public or private street and so both lots require a waiver of that requirement. She noted that both lots are accessible by an existing driveway which is located in an existing access easement.

Chairperson Mulligan asked about the neighboring parcel's access. Staff Member Moon explained that the neighboring property to the west is accessed via the same driveway as the subject property and an access easement over the subject property.

Motion by Russell, seconded by Mulligan, to approve the Final Plat of Voncarlowitz Place No. 2 as submitted, subject to waiving the street frontage requirement for Lot 1 and Lot 2. Motion carried by the following vote: Aye – Froistad, Koch, Lohrmann, Russell, and Mulligan; Nay – none.

**PUBLIC HEARING/REZONING:** Application of Eric McFadden to rezone property located on Valeria Street (PINs 1024126007, 1024126008, and 1024126009).

Justin Lau, Buesing & Associates, 1212 Locust Street, spoke on behalf of the applicant. He said Mr. McFadden is the developer looking to rezone three parcels from R-1 to R-2A. He said the City owns the lot containing the existing access easement and that Mr. McFadden is seeking to purchase that portion of land from the City. He noted there is a rock wall/bluff located along the northern side of the property and concluded that the developer is considering development of three to four duplexes on the property.

Commissioner Lohrmann questioned the purpose of the road/driveway located along the north side of the subject site and Mr. Lau said it's a private drive to get to the lots to the neighboring properties to the east.

Ralph Kieler, 324 Valeria Street, spoke in opposition of the project and stated that he thought most neighbors don't realize what's being requested or what the rezoning means. He cited concern that an eight-plex was going to be developed on the property and that the street can't handle the traffic and parking because it's narrow. He noted the street sees a lot of cut-through traffic for people avoiding the streetlight and that they speed through the neighborhood. He expressed concern for safety and where children would play. He said after this is approved, the land could be sold, and the next owner could do an eight-plex. He noted he would be okay with a few houses or duplexes and concluded that some of the existing homes don't have off-street parking.

Vicki and Jeff Doyle, 333 Valeria Street, said they live in the house directly to the east of the subject lots. They noted that the lot line goes over their existing sidewalk and deck. They stated the developer is in discussions with them about addressing the encroachment. They said they don't have an issue with something being built there but the developer told them it would be two single-family homes. They expressed concern about parking, vehicle speed, and congestion.

Mr. Lau stated there is no eight-plex planned.

Staff Member Schrobilgen detailed the staff report. He noted the request is to go from the R-1 zoning to R-2A, and displayed maps of the vicinity and notification area. Staff showed an image of the bluff, noting it was formerly a quarry. He described characteristics of the property and the surrounding neighborhood, noting that some existing development is consistent in development density and design with the proposed R-2A zoning district. He said reports of speeding have been passed on to the police and engineering departments. Staff then compared the R-1 and R-2A districts in terms of uses and bulk regulations confirming that only two units maximum can go on a lot in the district. Staff described

setback requirements as they relate to garages fronting a street and noted the requirements to develop a residence including two off-street parking spaces. He said that many of the homes in the area are legally non-conforming for R-1 and are more consistent with R-2A development density. Staff shared street view images along Valeria and displayed maps to demonstrate that the development in the neighborhood.

Staff Member Schrobilgen noted the Comprehensive Plan promotes infill development as well as promoting a variety of types of housing. He noted that a conceptual development plan was reviewed by city staff and the plan included four two-unit townhomes for a total of eight units. He stated that it appeared to be the highest density possible for the site with the R-2A zoning.

Staff stated that three people had called with inquiries about the request, two of which did not note outright opposition but did share concerns regarding parking, traffic, and speed. The third caller did express opposition and staff noted that there may have been some confusion leading the caller to think that an eight-unit apartment building would be possible. Staff reiterated that two units maximum would be permitted in the R-2A zoning district.

Chairperson Mulligan asked about the number of units possible and ventured that with the three existing lots, it might be possible to build six units. Staff discussed the bulk regulations that would come into play that could limit the buildable area. Staff also noted that in order to accomplish the development of eight-units, additional approvals would be required from the Zoning Board of Adjustment and the Zoning Advisory Commission. Staff Member Moon explained that traditional rezonings do not require concept plans, but this developer shared a concept plan showing the highest density development that would be possible for the subject property. She said single-family development would continue to be allowed in the R-2A zoning district. She said the commission's role is not to review a conceptual plan but to consider whether they think this proposed R-2A zoning is appropriate for the subject property.

Commissioner Lohrmann asked several questions regarding the driveway and access easement along the north side of the subject site, including why it's not shown on a plan, whether there is a required setback from the easement, whether it would have to be improved, and who could use it. Staff explained that the map in the staff report is not a survey so it would not show the easement. They noted that rezoning typically does not show all the details including easements but rather that easements would be documented through surveys or private agreements between property owners. They said there is no setback requirement from an easement however development would not be allowed within the easement. Staff stated that the easement may serve multiple lots including any new lots and/or development on the subject property. Commissioner Koch asked if the easement ran along the base of the bluff, and Staff Member Schrobilgen replied yes, it appears to be a few feet away to allow for falling rocks.

Chairperson Mulligan estimated what could be built on these properties and noted that the applicant might need a Special Exception approval. He said the site plan would help

determine this. Staff Member Schrobilgen explained that a site plan isn't required for one- and two-family development, but city staff does conceptually review potential projects of all size and scale in order to inform property owners and/or developers regarding development standards and reviews, approvals, permits, etc. that may be required. Staff Member Moon noted that building permits would be required.

Commissioner Lohrmann said that in order to build eight units the lot lines would need to be changed. Staff confirmed this and noted that they would need to meet all bulk regulations including lot area, lot coverage, lot frontage and the off-street parking requirement. Commissioner Lohrmann asked if single-family homes could be built close together under current R-1 zoning. Staff replied that the R-1 bulk regulations require a 6' side yard setback on either side of a structure and therefore would not allow existing development in the neighborhood including across the street.

Chairperson Mulligan said that conceptual plans can be confusing. He said that it's not likely that eight units can fit on this land and that the lot line with the neighbor needs to be clarified. He said the rezoning might make the difference between two units and four units and that the setbacks are an important factor, as is the required off-street parking. He stated that infill development is desirable in the community.

Commissioner Lohrmann asked if the applicant could request a variance to allow for flexibility with the layout and number of units, and whether it would go to the Zoning Advisory Commission or City Council. Staff stated that the applicant could request a Special Exception to modify bulk standards and noted that the Zoning Board of Adjustment would review and make the final decision as they are quasi-judicial.

Commissioner Froistad asked about how to address the speeding complaints and staff stated that those complaints would be sent to the Police Department. Commissioner Lohrmann wondered if Engineering should be informed of that the speeding as well and staff stated that a separate complaint has been sent to the Engineering Department so they can review if any traffic calming solutions could be considered.

The Commission discussed the request finding it appropriate.

Motion by Froistad, seconded by Mulligan, to recommend approval of the rezoning as submitted. Motion carried by the following vote: Aye – Froistad, Koch, Lohrmann, Russell, and Mulligan; Nay – none.

Chairperson Mulligan stated that the request would be heard by the City Council on July 20, 2026.

**ITEMS FROM PUBLIC**: None.

**ITEMS FROM COMMISSION**: Commissioner Lohrmann asked if meeting minutes go to Council and staff replied yes, and noted that the Commission meetings are also recorded.

Chairperson Mulligan welcomed new Commissioner Jake Koch.

**ITEMS FROM STAFF**: Staff Member Moon said the election of officers would be held in September. She provided an updated of the ongoing Unified Development Code update and stated that staff anticipates bringing information to the Commission later this fall.

Staff Member Moon welcomed Commission Jake Koch and thanked Commissioners Lohrmann and Zuccaro for serving on an as-needed basis until their seats are filled. She encouraged Commissioners to spread the word that there are vacancies on the Commission.

**ADJOURNMENT:** Motion by Russell, seconded by Mulligan to adjourn the July 1, 2026 Commission meeting. Motion carried by the following vote: Aye – Froistad, Koch, Lohrmann, Russell, and Mulligan; Nay – none.

The meeting adjourned at 7:02 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

August 5, 2026
Adopted

Approved

**MINUTES**
**CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT**
**REGULAR SESSION**
5:30 p.m.
Thursday, July 23, 2026
City Council Chambers, Historic Federal Building

**Board Members Present:** Chairperson Keith Ahlvin, Board Members Ben Loeffelholz, Gwen Kosel, and Matt Mauss

**Board Members Excused:** Rena Stierman

**Board Members Unexcused:** None

**Staff Members Present:** Shena Moon and Jason Duba

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

**MINUTES:** Motion by Kosel, seconded by Mauss, to approve the minutes of the June 25, 2026 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, and Ahlvin; Nay – None.

**DOCKET – 19-26:** Application of Chris Martin, 409 South Grandview Avenue, to allow an attached deck within the visibility triangle 0' from front property line (along Dunning Street) and 0' from the rear property line where 20' minimum setbacks are required and to allow 41% lot coverage where 40% maximum is allowed in an R-1 Single-Family Residential zoning district.

Chris Martin, 810 Harbor Drive, East Dubuque, spoke in favor of the request. He explained that they are seeking to redo the deck and to enlarge it slightly.

There was no public input.

Staff Member Moon detailed the staff report noting the special exception request is to allow reduced setbacks along the front and rear property lines. She stated the request is for 0' setbacks where 20' is required for the front along Dunning and 20' is required for the rear along the alley because the deck is attached to the house. She explained that it appears that the stairs to the garage could be outside the property line, and an encroachment into the alley would need Engineering approval. She noted that the proposed deck would be located in the visibility triangle between Dunning Street and the alley.

Board Member Kosel asked if the new deck was going to be bigger than the current deck. Trish McDonald, the property owner of 409 S Grandview, explained that the deck will not

extend further toward Dunning Street.

Board Member Kosel asked if the current deck is in the visibility triangle. Staff stated that it was mostly out of the visibility triangle. The Boards asked the property owner if she would be willing to cut the corner of the proposed deck to comply with the visibility triangle. Ms. McDonald replied that people driving out of that alley seem to have adequate visibility even with the deck.

The Board asked Ms McDonald if she was amenable to the condition that the deck remain of an open design, and she said yes.

Board Member Mauss said he was concerned about the visibility encroachment and the stairs into the alley. Ms. McDonald replied that the steps to the garage are an improvement because going from the garage through the basement leads to an internal staircase that has a very low ceiling.

Chairperson Ahlvin asked to clarify that the stairs into the alley would require Engineering approval. Staff Member Moon said it may require Engineering approval if it is found that the stairs encroach into the right-of-way. She stated that the applicant would be responsible for verifying their property line location to the satisfaction of the building official. Ms. McDonald said Engineering checked the work when the retaining wall and stairs were fixed a few years ago. Staff Member Moon suggested that the Board could include a condition of approval regarding establishing the property line to the satisfaction of the building official. She noted that if the Special Exception were approved, it would be only for portions of deck located on the private property and not for any encroachment into the public right-of-way.

The Board had a discussion about the deck encroaching into the visibility triangle and whether to approve that exception. Mr. Martin noted that the proposed deck would be 14’ higher than the current deck, so people exiting the alley could have visibility underneath the deck. Ms. McDonald said that she’s amenable to leave the area under the deck open to provide visibility. Mr. Martin said the top portion of the deck will have horizontal wire between the railings, so that will allow visibility too. Board Member Mauss said that he was okay with the proposal now. Board Member Kosel noted she still had some concerns.

Motion by Ahlvin, seconded by Mauss, to approve the request with the following conditions:

1. The property owner shall demonstrate the location of the property line to the satisfaction of the building official by obtaining a survey or locating the property pins.
2. The applicant shall be responsible for obtaining approval(s) form the City Engineering Department for any encroachments into the public right-of-way.
3. Stormwater runoff from the deck shall be managed on the subject property.
4. The deck shall remain of an open design above and below the deck surface.

Motion carried by the following vote: Aye – Loeffelholz, Mauss, and Ahlvin; Nay – Kosel,

citing criteria:

A. That the specific proposed exception will not be detrimental to or endanger public health, safety, comfort or general welfare.
B. That the specific proposed exception will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish and impair property values within the neighborhood.

**DOCKET – 20-26:** Application of Jesse Maas, 1843 Auburn Street, to construct garage additions 0' from the front property line and 10' from the rear property line where a minimum of 20' is required from each and to allow 48.5% lot coverage where 40% is permitted in an R-1 Single-Family Residential zoning district.

Jesse Maas, 1843 Auburn Street, spoke in favor of the request. He explained that he is seeking to widen his proposed garage addition by 1' along Auburn Street and narrow it by 1' on the rear because he is planning to have two single-stall garage doors instead of one large garage door.

There was no public input.

Staff Member Moon detailed the staff report noting the applicant is seeking modifications to a previous approval for lot coverage and front and rear setbacks. She reiterated the expansion of the garage on Auburn with the decrease in depth. She also said there is an expansion of the deck with a square corner. She displayed a plan view showing changes in red.

Chairperson Ahlvin asked what the conditions of approval were in 2025. Staff Member Moon stated that the conditions required the building materials to be residential in nature and that stormwater be managed on the subject property. Board Members discussed the project and had no concerns.

Motion by Kosel, seconded by Mauss, to approve the request with the following conditions:

1. The building materials shall be residential in nature.
2. Stormwater shall be managed on the subject property.

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

**DOCKET – 21-26:** Application of Patricia Metz, 4905 Red Violet Drive, to construct a detached shed 0' from the side property line where a 6' minimum setback is required in an R-1 Single-Family Residential zoning district.

Patricia Metz and Bob Bauer 4905 Red Violet Drive, spoke in favor of the request. They explained that they are seeking to place a pre-fabricated shed on their property, and it would be right on the property line. They said they obtained written approval from the neighbors while seeking a Limited Setback Waiver. They said that setting the shed 6'

back from their property line does not allow enough room between it and the deck. They noted they have located their property pins.

The property owners asked about the fire resistance rating requirement, and Staff Member Moon encouraged them to work with the Inspection & Construction Services Division to confirm the details about this requirement.

There was no public input.

Staff Member Duba detailed the staff report noting characteristics about the property and the surrounding neighborhood. He said the proposed shed would not impede visibility or development and should not impact property values. He noted that the applicant had previously sought a Limited Setback Waiver, but that only allowed a 4' setback, not 0' as proposed. He encouraged the Board to consider a conditional of approval for managing stormwater on site.

The Board discussed the project and had no concerns.

Motion by Kosel, seconded by Mauss, to approve the request with the following conditions:

1. The property owner shall demonstrate the location of the property line to the satisfaction of the building official by obtaining a survey or locating the property pins.
2. Stormwater runoff from the shed shall be managed on the subject property.

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

**DOCKET – 22-26:** Application of Eric McFadden, Valeria Street, to construct townhomes with reduced front and side setbacks in an R-2A Two-Family Alternate Residential Zoning District.

Eric McFadden, 14059 Old Highway Rd, spoke in favor of the request. He explained that he is seeking to build on a property that has been vacant for over 100 years. He said the triangle shape of this property is hard to work with. He described the setback reductions and reduced lot area being requested. Chairperson Ahlvin asked about stormwater management, and Mr. McFadden replied that there would be a new paved access to each lot and stormwater would be managed per city requirements.

There was no public input.

Staff Member Moon detailed the staff report noting The Special Exception request if for front and side yard setbacks. She displayed a site image and noted the location of all the reduced setbacks that were requested. She noted the property abutted a bluff wall to the north. She described the residential neighborhood surrounding the property.

Staff Member Moon noted that several city reviews need to occur before this project can move forward. She outlined the reviews including the rezoning which has been approved the City Council, the purchase of a city owned lot which is being managed by the Engineering Department, and a subdivision plat which is expected to be reviewed by the Zoning Advisory Commission and City Council in the coming months. She noted that the site contains an existing access driveway that serves three lots located to the east of the subject property. She stated that the applicant intends to include an access easement on their subdivision plat for the driveway.

Staff stated that notice was sent to abutting property owners, and staff has not received any written or verbal feedback for the Special Exception request specifically.

Staff noted the recommended conditions for approval in the staff report regarding the subdivision plat, sale of city property, and stormwater runoff for the Board's consideration.

Board Member Loeffelholz said he agreed with the condition to manage stormwater on site.

Board Member Kosel said she liked the project but was concerned about the 0' lot line next to the sidewalk on site #1. Mr. McFadden replied that the sidewalk does not actually extend there, so the house will be adjacent to a green buffer. Board Member Kosel replied that she was okay with it now.

Motion by Ahlvin, seconded by Mauss, to approve the request with the following conditions:

1. The Special Exception approval is contingent upon the approval of a subdivision plat for the subject site.
2. The Special Exception approval is contingent upon the sale of city owned property to the property owner.
3. Stormwater runoff from the proposed project shall be managed on the subject property.

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

Mr. McFadden said they will be working with the neighbor to the east to establish an easement to their property.

**DOCKET – 23-26**: Application of Tabatha Schoenberger, 980 Clarke Drive, To construct a pool and deck for a total of 4,314 sq. ft. of detached accessory structures where 1,000 sq. ft. maximum is permitted in an R-1 Single-Family zoning district.

The applicant submitted a written request to table to the next meeting.

Motion by Kosel, seconded by Loeffelholz, to table the request to the August meeting. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, and Ahlvin; Nay – None.

**DOCKET – 24-26:** Application of Cathy Recker, 390 Glen Oak Street, to construct an attached deck 0' from the side property line where 6' minimum setback is required in an R-1 Single-Family zoning district.

Cathy Recker, 390 Glen Oak Street, spoke in favor of the request. She explained that she's seeking to build a deck between her house and garage that would be 0' from the southern side property line.

Staff Member Duba detailed the staff report noting characteristics about the property and the surrounding neighborhood. He noted that the side property line is separated from the property to the south by the alley, which is 20' wide. He noted the recommended condition of approval is the staff report that would require the deck remain of an open design.

Board Member Mauss suggested the condition of establishing the property line to satisfaction of the building official.

Chairperson Ahlvin asked if the applicant was amenable to the condition that the deck remains of an open design. Ms. Recker said yes.

Board Member Kosel asked what type of railing would be used and Ms. Recker stated it would be like those on the front of the house.

Board Member Kosel asked if the deck would extend beyond the edge of the driveway. Ms. Recker said no and that the property was surveyed, and the grass just keeps filling in between her driveway and the paved part of the alley.

Board Member Kosel asked about the purpose of extending the deck beyond the addition of the house. Ms. Recker said she's just trying to maximize the space and noted that the stairs will be inset into the deck.

Motion by Kosel, seconded by Mauss, to approve the request with the following conditions:

1. The property owner shall demonstrate the location of the property line to the satisfaction of the building official by obtaining a survey or locating the property pins.
2. The deck remain of an open design.

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

**ITEMS FROM PUBLIC**: None

**ITEMS FROM BOARD**: None

**ITEMS FROM STAFF**: Staff Member Moon reviewed a memo about new state legislation permitting appeals of Variance decisions by the Board to the City Council. She said they are working with the City Attorney's Office to interpret this legislation.

Chairperson Ahlvin asked if this applied to Special Exceptions or Conditional Use Permits, and Staff Member Moon replied no, just Variances. Chairperson Ahlvin said it's nice that there's an option for appeal without costly legal fees.

**ADJOURNMENT:** Motion by Kosel, seconded by Loeffelholz, to adjourn the July 23, 2026 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, and Ahlvin; Nay – None.

The meeting adjourned at 6:38 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

**August 27, 2026**
Adopted

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 2.**

| | |
|---|---|
| **ITEM TITLE:** | Recommendation on Appeal of Claim by Austin Bodenhofer |
| **SUMMARY:** | City Attorney recommending denial of an appeal of a claim against the City filed by Austin Bodenhofer for vehicle damage. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Concur |

**ATTACHMENTS:**

1. City Council_Bodenhoefer Appeal_8-13-2026
2. Appeal of Claim by Austin Bodenhofer
3. Claim by Austin Bodenhofer

THE CITY OF DUBUQUE
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**TO:** The Honorable Mayor and City Council Members

**FROM:** Crenna Brumwell, City Attorney

**DATE:** August 13, 2026

**RE:** Claim Denial Appeal of Austin Bodenhofer

Austin Bodenhofer filed a claim with the City alleging $3,310.00 damage to his 2026 Nissan Rouge when City of Dubuque police used the vehicle for cover during the execution of a search warrant at a residence on Jackson Street on May 26, 2026. Mr. Bodenhofer's vehicle was parked in the street in the vicinity of the house where the warrant was to be served. The damage was caused by contact between police officer weapons and the body off the car.

Kim Sims, Senior Claim Representative for the Iowa Communities Assurance Pool, investigated the claim and concluded that the actions of the police officers at the scene constituted a response to an emergency under Iowa Code § 670.4(11), for which a city has immunity from tort liability.

The language of the statute plainly states that the only relevant inquiry in determining whether the city has immunity under the emergency response provision is whether the plaintiff's claim is "based upon or arising out of an act or omission in connection with an emergency response" by officers or employees carrying out their official duties. Iowa Code § 670.4(11); *Kershner*, 618 N.W.2d 346. Harrod v. City of Council Bluffs, 2008 Iowa App. LEXIS 328, *8-10.

An emergency is commonly understood to be an urgent, unexpected, and usually dangerous situation that poses an immediate risk to health, life, property, or environment and requires immediate action.

Senior Claims Representative Sims contacted City of Dubuque Police Corporal Brad Shannon who provided the following description of the incident:

> [Shannon] advised that there was a shooting in the city that night involving an individual who sustained a gunshot wound to the leg. Law enforcement tracked the individual to a residence. Due to the risk assessment and the individual's extensive history, the situation was considered high risk. Officers believed the suspect was inside and armed and dangerous.

> The entry team was deployed in full tactical gear. A vehicle [the Bodenhofer vehicle] was parked on the street, and officers positioned themselves in a manner that provided both visibility and cover. Units were also positioned behind the residence. The entry team cleared the residence; however, the suspect was not located inside.
>
> Shannon stated he reviewed the operation and confirmed that officers were positioned to the rear of the vehicle with weapons drawn over the top. He further advised that a search warrant had been signed, and investigators had probable cause to believe the suspect was inside the residence. The suspect was considered a threat to public safety, and the risk level was high due to his known history of being armed.
>
> He indicated that, given the layout and circumstances, there was nothing that could have been done differently in terms of positioning, which is why officers staged behind the residence. The search warrant needed to be executed at that time.
>
> He also noted that this was a prolonged operation. Officers made announcements over loudspeakers, removed occupants from the residence, deployed a drone, and utilized a K-9 unit.

Based on that information, Sims recommended denial of the claim under the emergency immunity exception.

The City Attorney's Office has reviewed the file and concurs with Sims' recommendation that the claim should be denied.

The City Attorney's Office recommends that Mr. Bodenhofer's appeal be denied.

cc: Joseph Messerich, Police Chief
Austin Bodenhoefer

# APPEAL OF CLAIM

## Damage to Vehicle During Police Search

Austin Bodenhofer
119 west 23rd street
Dubuque, IA 52001
563-599-2843
austinbod101016@gmail.com

Date: 8-12-26

**Dubuque City Council**
c/o City Clerk
City Hall
50 W. 13th Street
Dubuque, IA 52001

## RE: Appeal of Claim – $3,310 Damage to My Vehicle

Dear Members of the Dubuque City Council,

I am writing to formally appeal the denial of my claim for the damage to my vehicle that occurred during the execution of a search at the residence.

I respectfully ask the City Council to reconsider my claim because **I was not the person who was the subject of the search. I was not involved in the circumstances that led law enforcement to the residence, and at the time of the incident, I was asleep.**

Despite having no involvement in the reason for the police activity, my personal vehicle was damaged during the incident. The damage is documented in the photographs included with this appeal, and the estimated cost of repairing the damage is **$3,310.00**.

I understand that law enforcement officers were performing their duties. However, I believe it is important for the City Council to consider the circumstances from my perspective. I was an innocent third party. I did not cause the situation that resulted in the search, I was not the person law enforcement was looking for, and I had no control over the actions that resulted in my vehicle being damaged.

I am therefore asking the City Council to reconsider the denial of my claim and reimburse me for the **$3,310.00** necessary to repair my vehicle.

I have included photographs documenting the damage and supporting evidence. I can also provide the repair estimate or invoice and any other documentation the City Council needs.

I respectfully ask that the Council consider the fact that I was not involved in the incident and that I should not have to personally absorb a $3,310 expense for damage to my property resulting from an incident in which I had no involvement.

Thank you for your time and consideration. I would also appreciate the opportunity to attend the Council meeting and explain the circumstances personally if necessary.

Respectfully,

**Austin Bodenhofer**

Signature: _____

**Attachments:** Six photographs documenting the vehicle condition/damage. Repair estimate/invoice and other supporting records should be attached if available.

RECEIVED
2016 JUN 13 PM 3:17
City Clerk's Office
Dubuque, IA



Rear vehicle panel — close-up view of visible surface marks/scratches.

# EXHIBIT A

Photograph 1 of 6




Rear vehicle panel and trunk area — close-up view of visible marks/scratches.

# EXHIBIT B

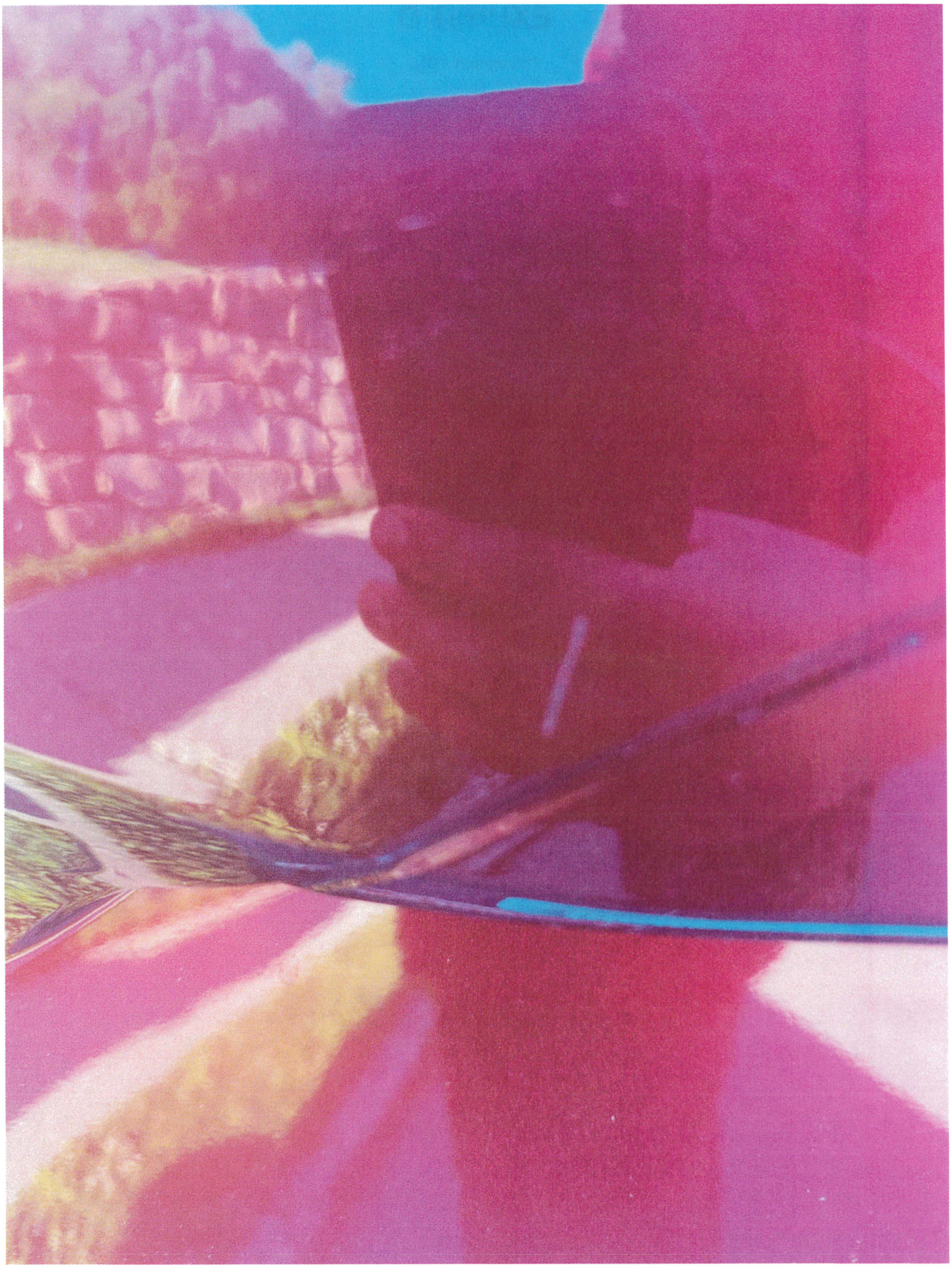
Photograph 2 of 6



Rear corner/body panel — close-up view of visible surface damage.

# EXHIBIT C

Photograph 3 of 6



Rear body/trunk area — close-up view of visible marks/scratches.

# EXHIBIT D

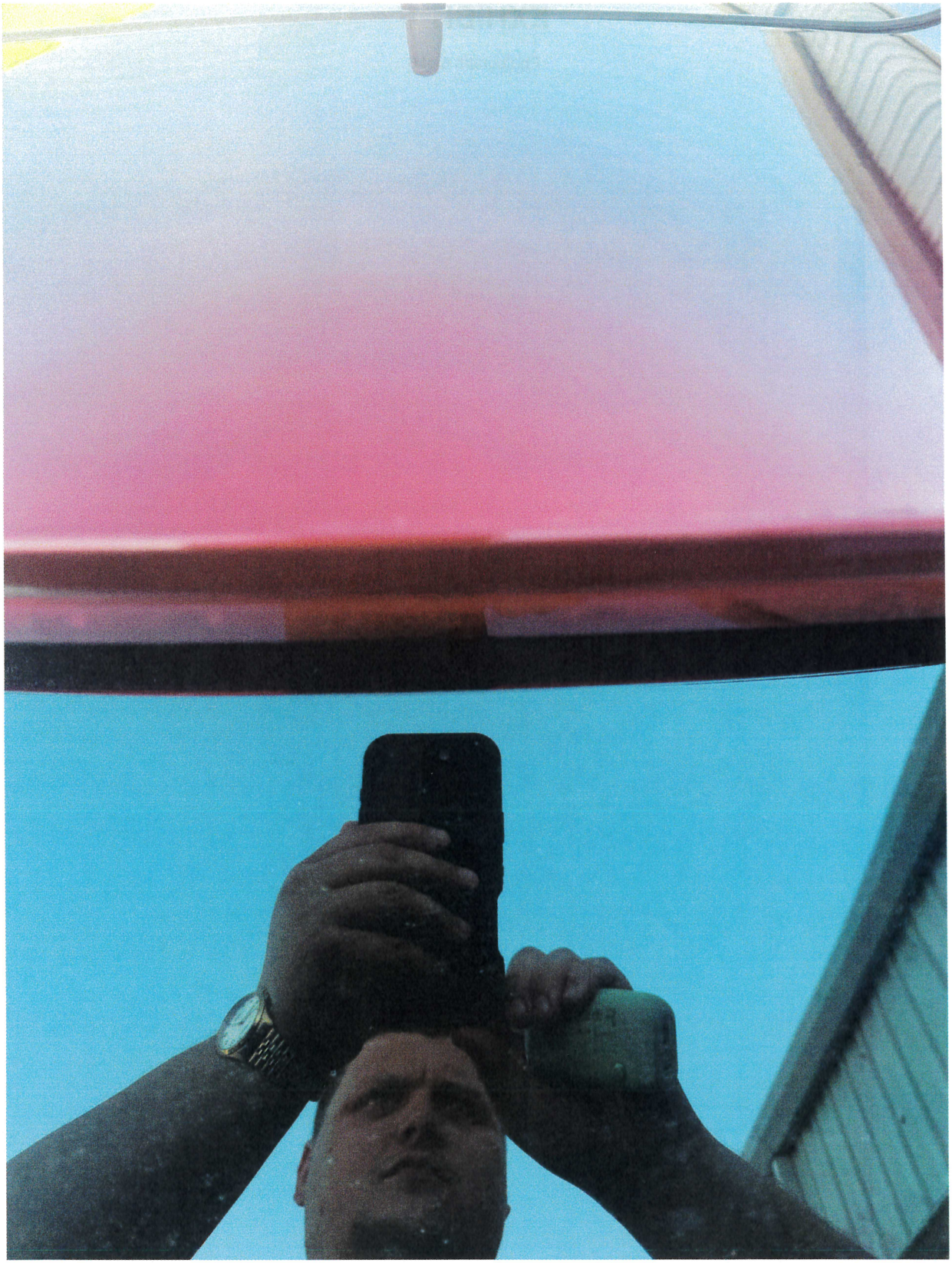
Photograph 4 of 6



Vehicle roof/rear area — photograph documenting vehicle condition.

# EXHIBIT E

Photograph 5 of 6



Nighttime photograph documenting the vehicle at/near the location around the time of the incident.

# EXHIBIT F

Photograph 6 of 6

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 2:54
City Clerks Office
Dubuque, IA

(Rev. 9/24)

Showroom Photos
Before Purchase

Showroom Photos
Before Patches


Show Room
Photos
Before
Purchas

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 3.**

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| | |
|---|---|
| **ITEM TITLE:** | Approval of City Expenditures |
| **SUMMARY:** | City Manager recommending City Council approval for payment of City expenditures.<br>**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_09_08
2. Approving Expenditures Resolution 2026_09_08
3. 09-08-2026_Expenditures
4. 09-10-2026_Approvals

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Expenses Submitted for City Council Approval

**DATE:** August 24, 2026

Finance is submitting the following expenses to City Council for approval at the September 8, 2026, meeting. Payments on these expenses will be made on September 9, 2026.

In addition, Finance is submitting expenses paid since August 19, 2026, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

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

# RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA**
**08/13/2026 - 09/03/2026**
**EXPENDITURES BY PURPOSE AND VENDOR**

| Vendor | Description | Amount |
|---|---|---|
| 3C PAYMENT USA CORP | JUN/JUL PARK ACH FEES | $ 124.63 |
| 563 DESIGN PLLC | DESIGN OF THEATER MODIFICATIONS | 6,500.00 |
| 72821 - GRANT PARK NORTH | Parking Fees | 41.00 |
| 73204 - LOEWS O'HARE | Parking while at the CPSE Accreditation | 38.00 |
| 7G DISTRIBUTING LLC | Alcohol Purchase Recreation | 1,212.55 |
| A & G ELECTRIC COMPA | POD MARINA DOCK POWER ISSUES | 1,049.30 |
| A-1 MOBILE STORAGE S | STORAGE CONTAINER FOR BRANCHING OUT DBQ | 175.00 |
| AARON DOUGLAS | TREE REMOVAL | 3,400.00 |
| ACCESS TECHNOLOGIES | FY27 Copy and Print Costs for Malfunctions | 8,271.05 |
| ACCURATE ANALYTICAL | Dust Wipe Testing-LHH24 | 135.00 |
| Achievelt Online LLC | Annual Subscription Achievit Online | 24,930.00 |
| ACUREN INSPECTION INC. | Crane Inspection - 04/20/26 | 950.00 |
| ACUSHNET COMPANY | Ball Order | 636.00 |
| ADVANCE DESIGNS | work shirts | 685.20 |
| ADVANCE STORES CO | RETURNED WIRE CONNECTOR FOR #4426 | (47.46) |
| ADVANCE STORES CO | WIRE CONNECTOR FOR #4426 | 47.46 |
| ADVANTAGE SHEET META | FY27 HVAC Services Fed Bldg | 1,179.50 |
| ADVANTAGE SHEET META | HVAC services 3rd Street | 322.50 |
| ADVANTAGE SHEET META | HVAC Services Engine House | 525.00 |
| ADVANTAGE SHEET META | HVAC Services MFC | 783.50 |
| ADVANTAGE SHEET META | REMOVE VENTING IN GREENHOUSE | 1,680.00 |
| ADVANTAGE SHEET META | SERVICE CALL TO BHGC FOR NO COOLING | 355.00 |
| AECOM TECHNICAL SERV | B2E2 (705) RAISE Planning Grant Design Services | 40,487.26 |
| AHMANN'S LAWN CARE I | LAWN CARE AT MCCOY LOT | 340.00 |
| AIRGAS - NORTH SURCHARGE | Tank rental scuba team | 1.85 |
| AIRGAS LLC - NORTH N108 | 2-Calibration Gas Testing Cylinders | 946.00 |
| AIRGAS USA LLC | (N) SWS - Airgas Rental - 7/31/26 | 11.16 |
| AIRGAS USA LLC | FY2027 BLANKET PO-CO2 FOR WATER TREATMENT PROCESS | 3,130.66 |
| AIRGAS USA LLC | Liquid Oxygen for the WRRC - FY27 | 23,807.78 |
| AIRGAS USA LLC | Medical Oxygen for Ambulances for FY27 | 174.04 |
| AIRGAS USA LLC | Tank & Vaporizer Rental - FY27 | 2,740.94 |
| AJGX3 | Shirts for MLB | 240.00 |
| A-L-L EQUIPMENT | MATERIAL TO REPAIR CHLORINE TRANSFER PUMP | 600.00 |
| ALLIANT ENERGY | (B) PW- FY27 Alliant Energy Cost Multiple Location | 12,276.35 |
| ALLIANT ENERGY | 2820 Brunswick - Alliant Energy - (City Owned) | 32.58 |
| ALLIANT ENERGY | Alliant 1477501000 5th Bell Lot FY27 | 544.59 |
| ALLIANT ENERGY | ELECTRIC BILLS FOR FY27 | 649.64 |
| ALLIANT ENERGY | Electricity E 16th and Jackson St Pump Station | 1,401.08 |
| ALLIANT ENERGY | FY2027 BLANKET PO-ELECTRICITY | 91,197.26 |
| ALLIANT ENERGY | FY27 - Electricity Expenses for 6 Fire Stations | 3,063.25 |
| ALLIANT ENERGY | FY27 City Hall Electricty 50 W 13th | 5,400.35 |
| ALLIANT ENERGY | FY27 Electric 1503 W 3rd Communication Hut | 1,831.96 |
| ALLIANT ENERGY | FY27 Electrical Service for 300 Main, Suite 330 | 431.04 |
| ALLIANT ENERGY | FY27 Electricity 411 E 15th | 133.54 |
| ALLIANT ENERGY | FY27 Electricity Engine House 1805 Central LA LB | 1,287.60 |

| Vendor | Description | Amount |
|---|---|---|
| ALLIANT ENERGY | FY27 Electricity Federal Bldg 350 W 6th St | 8,021.12 |
| ALLIANT ENERGY | FY27 Monthly Electric Service | 4,915.36 |
| ALLIANT ENERGY | MNT Services Electricity | 12,764.25 |
| ALLIANT ENERGY | Street and Traffic Lights Electricity | 61,003.74 |
| ALLIANT ENERGY | WRRC Electrical Expense - FY27 | 39,546.04 |
| ALLIANT ENERGY | WRRC Lift Stations - Electricity Expense FY27 | 20,787.48 |
| Amano McGann Inc | Amano Mcgann Software Fees FY27 | 3,793.00 |
| AMAZON MARK* 5H1Y332U1 | Admin Office Supplies | 46.74 |
| AMAZON MARK* 5H2J82SB0 | Admin Office Supplies | 9.98 |
| AMAZON MARK* 5H6R09VO2 | Huanuo Ultrawide Monitor Arm 5411458 | 26.99 |
| AMAZON MARK* TX7YW8283 | Goldmate 800W UPS x4 2807455 | 767.96 |
| AMAZON MARK* W62MN48G3 | Office Supplies | 24.48 |
| AMAZON MKTPL*0G3XA7193 | Hard hat | 44.85 |
| AMAZON MKTPL*1S36Z2ZP3 | Dock for Jenny Larson in Finance | 112.00 |
| AMAZON MKTPL*1X1TF08G3 | Mandalorian Season 3 bluray 3397846 | 82.87 |
| AMAZON MKTPL*560LS7ZF1 | PAINT ROLLERS FOR BENCHES AT SISTER CITY | 23.38 |
| AMAZON MKTPL*565ER5PJ1 | CORDLESS LEAF BLOWER FOR #4459 | 89.99 |
| AMAZON MKTPL*566XZ0LL0 | FENCE POSTCAPS FOR RILEY PARK RAILING | 131.94 |
| AMAZON MKTPL*5A0JQ3LH0 | Paper shredder for Chief | 190.99 |
| AMAZON MKTPL*5A4GW5FK2 | Permanent Markers | 45.56 |
| AMAZON MKTPL*5A5IR6132 | Office Supplies | 12.59 |
| AMAZON MKTPL*5A6XI51V2 | Pure Acetone | 9.83 |
| AMAZON MKTPL*5A7OO5LA1 | items for library of things collection 5345052 | 89.04 |
| AMAZON MKTPL*5H3ZW6MG2 | Copy Paper | 146.66 |
| AMAZON MKTPL*5H47J6M40 | Pools Program Supplies | 231.16 |
| AMAZON MKTPL*5H6X96XV2 | Office Supplies | 24.52 |
| AMAZON MKTPL*5H76F9D10 | items for library of things collection 5345052 | 33.42 |
| AMAZON MKTPL*5N2AF4DK0 | Wired keyboard for John in Engineering | 11.99 |
| AMAZON MKTPL*5N3WQ3692 | Pool Supplies | 9.49 |
| AMAZON MKTPL*5N5UY8IQ1 | Office Supplies | 47.57 |
| AMAZON MKTPL*AP4YI9JY3 | Office Routing Supplies- folders | 119.04 |
| AMAZON MKTPL*CV3WZ3M63 | BACKFLOW PARTS FOR EPP | 305.17 |
| AMAZON MKTPL*CV63X6SH3 | SAFETY GLASSES FOR MOWER CREW | 33.75 |
| AMAZON MKTPL*CZ5556SL3 | stamp containers for directors office 1276267 | 20.89 |
| AMAZON MKTPL*G47WG20A3 | Police supplies | 73.47 |
| AMAZON MKTPL*KR1W54793 | Batteries for stock | 9.53 |
| AMAZON MKTPL*OV45H3U23 | Police equipment | 254.98 |
| AMAZON MKTPL*PQ5VW5IF3 | Hard hat stickers | 23.50 |
| AMAZON MKTPL*Q401F0XE3 | Pool Supplies | 55.74 |
| AMAZON MKTPL*QS82Y10E3 | Label printer and labels 8276240 | 53.55 |
| AMAZON MKTPL*QX3LF9MQ3 | Office Supplies | 13.99 |
| AMAZON MKTPL*R42M59AW3 | Dock power cord for Jenny Larson in Finance & wire | 70.47 |
| AMAZON MKTPL*TJ35M36Q3 | pH test strips and Hose for hauled waste (septage | 126.02 |
| AMAZON MKTPL*TN8GL3YG3 | Fire investigator vinyl stickers | 21.98 |
| AMAZON MKTPL*VN4476WW3 | Rain jacket and pants | 46.99 |
| AMAZON MKTPL*W530Q6KW3 | Office Supplies - Utility Knife, Keyboard/Mouse, F | 48.59 |
| AMAZON MKTPLACE PMTS | Refund: Monitor not working, returned | (719.98) |
| AMAZON MKTPLACE PMTS | RETURNED FENCE POST CAPS FOR RILEY RAILING | (131.94) |
| AMAZON RETA* 567VD7H22 | order for jc | 6.64 |

| Vendor | Description | Amount |
|---|---|---|
| AMAZON RETA* 5A89U2C82 | Dry Erase Whiteboard | 51.46 |
| AMAZON RETA* 5H7K468W2 | Comm Impact Education Reimb | 29.77 |
| AMAZON RETA* 5N2LV3I52 | LYSOL WIPES - JOTC | 32.10 |
| AMAZON RETA* 823FZ0F63 | Custodial Supplies | 35.91 |
| AMAZON RETA* DT96W8Y33 | Adjustable lock box with key | 111.62 |
| AMAZON RETA* IF4Q264E3 | Wired Headsets for Interns | 94.96 |
| AMAZON.COM*1I4RV8CI3 | AA Batteries for stock | 21.57 |
| AMAZON.COM*3P8EI9L13 | Office Supplies | 43.96 |
| AMAZON.COM*4K1JK5MW3 | Office Supplies | 8.39 |
| AMAZON.COM*5A26O3GW2 | Snapback Cap, Kleenex, Permanent Markers, Hand wip | 35.16 |
| AMAZON.COM*5A7ON6362 | Sharpie Pens, Stapler, File Folder | 79.27 |
| AMAZON.COM*5H3LX25P1 | Office Supplies | 7.86 |
| AMAZON.COM*5H8RF2SR1 | Posted Notes | 19.18 |
| AMAZON.COM*5Y4475Q13 | Binder for office project; packing tape for stock | 20.98 |
| AMAZON.COM*8K2F778B3 | Safety gloves | 22.21 |
| AMAZON.COM*SP73C5OX3 | Office Supplies | 29.15 |
| AMAZON.COM*ZH2W70ZH3 | Office Supplies | 17.49 |
| AMERICAN AIR0017522802819 | Airfare for conference-Fullmer | 308.20 |
| AMERICAN AIR0017522802820 | Airfare for conference-Dr. Keedy (grant funded not | 308.20 |
| AMERICAN AIR0017522871856 | Airfare for conference - Baxter | 308.20 |
| AMERICAN AIRLINES | Airline ticket for Neogov conference - Scott Schli | 336.80 |
| AMERICAN AIRLINES | Airline tickets for Neogov conference - Amanda Kop | 321.79 |
| AMERICAN AIRLINES | Airline tickets for Neogov conference - Kristen Di | 321.79 |
| AMERICAN AIRLINES | Airline tickets for Neogov conference - McKenzie C | 321.79 |
| AMERICAN ASSOCIATION | Annual membership fee-Polygraph | 125.00 |
| ARAMARK UNIFORM SERV | FY27 Monthly Linen | 294.30 |
| ARROWHEAD SCIENTIFIC | Evidence supplies | 435.64 |
| Ascendance Trucks | (B) FM - Parts & Service | 2,269.22 |
| ASCENDANCE TRUCKS | FUEL FILTERS FOR #4420 | 101.66 |
| ASCENDANCE TRUCKS | OIL AND AIR FILTERS FOR #4410 | 202.47 |
| Assured | Airport Pollution Policy Insurance 197087 | 21,935.04 |
| Assured | Chavenelle Insurance Property Policy 194490 | 3,419.00 |
| Assured | Fiduciary Liability Insurance Renewal 196899 | 5,985.00 |
| AT&T MOBILITY EPAY | Cell and Ipad data plans | 464.12 |
| AT&T Mobility Nation | (B) PW- FY27 AT&T First Net Monthly Charges | 2,672.26 |
| AT&T Mobility Nation | AT&T FirstNet - 06/29/26-07/28/26 | 972.51 |
| AT&T Mobility Nation | FY2027 BLANKET PO-MONTHLY PHONE & IPAD FEES | 312.01 |
| AT&T Mobility Nation | IPHONES AND IPADS PARKS-JUNE 29 TO JULY 28, 2026 | 885.38 |
| AV FUEL | FY27 Aviation Fuel | 300,949.24 |
| AVALON SERVICE CENTER | OIL CAP GASKET FOR #300002 | 17.00 |
| B G BRECKE INC | (B)- FO FY27 Brecke Boiler Check Central Ave | 3,410.99 |
| B G BRECKE INC | HVAC Service Call Annex, City Hall, Fed Bldg | 1,718.57 |
| Barbara J. Rivera | Storm water assistance program | 1,000.00 |
| BARD MATERIALS CENTR | EMERGENCY WATER MAIN BREAK REP. - 1255 HIGH BLUF S | 341.58 |
| BARD MATERIALS CENTR | SAND FOR BUNKERS & TOP DRESS GREENS | 725.94 |
| BARD MATERIALS CENTR | Various Concrete and Materials | 1,005.26 |
| BENJAMIN R HUNT | SOFTBALL UMPIRE | 75.00 |
| BERNARD COMMUNICATIO | FY27 Monthly Internet Service | 99.95 |
| BEST BEST & KRIEGER | Legal Services for Cell Tower Leases | 267.00 |

| Vendor | Description | Amount |
|---|---|---|
| BILL MILLER LOGGING | MULCH FOR BERGFELD | 800.00 |
| BILL MILLER LOGGING | Mulch for Bld 80 front area | 258.53 |
| BILL MILLER LOGGING | MULCH FOR MCALEECE | 515.00 |
| BILL MILLER LOGGING | MULCH FOR VETS PARK | 453.20 |
| BILL MILLER LOGGING | MULCH FOR WALLER COOPER PARK | 103.00 |
| BLACK HILLS/IOWA GAS | 1101 & 1157 Central Natural Gas | 251.89 |
| BLACK HILLS/IOWA GAS | 1805 Central Natural Gas | 45.13 |
| BLACK HILLS/IOWA GAS | 2820 Brunswick St. - Black Hills - (City Owned) | 24.38 |
| BLACK HILLS/IOWA GAS | 514 Angella - (City Owned) - Black Hills | 24.00 |
| BLACK HILLS/IOWA GAS | FY2027 BLANKET PO - GAS | 319.06 |
| BLACK HILLS/IOWA GAS | FY27 - Gas Utility Expenses for 6 Fire Stations | 277.48 |
| BLACK HILLS/IOWA GAS | FY27  Natural Gas | 83.59 |
| BLACK HILLS/IOWA GAS | FY27 Annex 1310 Main Natural Gas | 46.58 |
| BLACK HILLS/IOWA GAS | FY27 Fed Bldg Natural Gas | 206.87 |
| BLACK HILLS/IOWA GAS | FY27 Gas Service for 300 Main, Suite 330 | 43.09 |
| BLACK HILLS/IOWA GAS | FY27 INTERMODAL GAS UTILITIES | 94.78 |
| BLACK HILLS/IOWA GAS | FY27 JOTC GAS UTILITIES | 67.10 |
| BLACK HILLS/IOWA GAS | Locust Ramp Electricity FY27 | 86.83 |
| BLACK HILLS/IOWA GAS | NATURAL GAS BILLS FOR FY27 | 1,186.49 |
| BLACKSTONE AUDIO BOO | FY27 CD Audio books for library collection | 260.92 |
| BODENSTEINER IMPLEMENT | FASTENER FOR MINI | 31.72 |
| BODENSTEINER IMPLEMENT | SPRING PIN, SPLINED COUPLING FOR EQUIPMENT | 72.27 |
| Bolton and Menk Inc. | Central & White Corridor Parking Mitigation Phase | 64,399.20 |
| BOUND TO STAY BOUND | Childrens book - 65020 | 501.45 |
| Brandon Schueler | SOFTBALL UMPIRE | 75.00 |
| BTS*ASSA ABLOY | Fed Bldg Door Maintenance | 303.20 |
| BTS*FERGUSON001 | HYDRANT METER RESISTORS | 2,770.80 |
| Butts Florist | Butts Weekly flowers 08/11/2026 | 55.00 |
| BYWATER SOLUTIONS LL | ByWater Software | 24,388.00 |
| CALLAWAY GOLF SALES | PRO SHOP MERCHANDISE | 1,645.96 |
| CALLAWAY GOLF SALES | PRO SHOP SPECIALTY ITEMS | 603.92 |
| CANVAS PRODUCTS INC | Bag to hold backboard straps | 15.53 |
| CANVAS PRODUCTS INC | Canvas flap to the spider strap bag for Medic 1 | 21.48 |
| CAPITAL SANITARY | (B) PW- FY27 Cap San Janitorial Services | (301.41) |
| CAPITAL SANITARY | FBO Custodial Supplies | 1,085.29 |
| CAPITAL SANITARY | HDQ-Janitorial Supplies | 355.14 |
| CAPITAL SANITARY | Janitorial Supplies - Intermodal | 247.79 |
| CAPITAL SANITARY | Janitorial Supplies - JOTC | 365.71 |
| CAPITAL SANITARY | JANITORIAL SUPPLIES- BHGC | 224.93 |
| CAPITAL SANITARY | JANITORIAL SUPPLIES FOR PARKS-FY27 | 1,918.89 |
| CAPITAL SANITARY | MISC SUPPLIES- BHGC | 185.55 |
| CAPITAL SANITARY | ST2-Janitorial Supplies | 105.11 |
| CAPITAL SANITARY | ST3-Janitorial Supplies | 93.76 |
| CAPITAL SANITARY | ST4-Janitorial supplies | 698.72 |
| CAPITAL SANITARY | SUPPLIES FOR BHGC & POOLS | 251.08 |
| CASCADE PIONEER-ADVE | advertising for TH-property | 37.95 |
| CASCADE PIONEER-ADVE | Telegraph Herald subscription | 16.89 |
| CDL POWERSUITE LLC | CDL Training - D. Duster | 25.00 |
| CENTER FOR PUBLIC SA | Annual Accreditation Fee | 1,840.00 |

| Vendor | Description | Amount |
|---|---|---|
| CENTRISYS CORPORATIO | North Centrifuge Repair at the WRRC | 88,850.00 |
| CENTURY HOMES COMPAN | TURF CHEMICALS | 461.00 |
| CENTURY LINK | July phone bills paid in August | 264.36 |
| CH651 - WABASH-RANDOLPH | Parking Fees | 195.00 |
| Christopher F Harris | Spring Clean Up | 94.55 |
| CINTAS CORP | (B)- FO FY27 Cintas Various Maintenance | 2,050.47 |
| CINTAS CORP | Cintas Ramp Rugs FY27 | 257.35 |
| CINTAS CORP | FY2027 BLANKET PO-UNIFORMS | 767.08 |
| CINTAS CORP | FY27 Floor Mat Service City Hall, Annex, Fed Bldg | 139.01 |
| CINTAS CORP | JANITORIAL SUPPLIES- BHGC | 45.57 |
| CINTAS CORP | Rugs/Towels for the WRRC-FY27 | 606.53 |
| CINTAS FIRST AID & S | (B)- FO FY27 Cintas First Aid Supplies | 67.45 |
| CITY OF CEDAR RAPIDS | Airport parking for ESRI User Conference 2026 | 135.00 |
| CITY OF DUBUQUE | Disputed charge | (5.00) |
| CITY OF DUBUQUE - UB | AmeriCorps Grants Mileage | 0.75 |
| CITY OF DUBUQUE - UB | Community Impact Utility Bill payments | 908.68 |
| CITY OF DUBUQUE - UB | Parking City Hall Traffic Mtg | 1.00 |
| CITY OF DUBUQUE - UB | PARKING FEE WHILE ATTENDING DATA CENTER ORDINANCE | 1.50 |
| CITY OF DUBUQUE - UB | PARKING FEE WHILE ATTENDING DEPARTMENT MANAGER'S M | 2.75 |
| CITY OF DUBUQUE - UB | Parking fee.  Meeting with Legal and Humane Societ | 1.25 |
| CITY OF DUBUQUE - UB | Parking for Facilitation Training at MFC | 1.50 |
| CITY OF DUBUQUE - UB | Parking for Fire HQ Mtg CAD Natures | 1.00 |
| CITY OF DUBUQUE - UB | Parking for Management Team Mtg | 1.50 |
| CITY OF DUBUQUE - UB | Parking for WRT - Fire Dept Talk Tour | 1.50 |
| CITY OF DUBUQUE - UB | Parking Management Team Mtg | 1.25 |
| CITY OF DUBUQUE - UB | Parking Police Dept Mtg | 0.75 |
| CITY OF DUBUQUE IOWA | SUBSIDY-SHORTFALL FY27 | 200,192.50 |
| City of Dubuque/Gran | SUBSIDY/SHORTFALL FOR FY27 | 259,335.00 |
| CLARKE UNIVERSITY | Franchise Fee FY27 | 224.34 |
| CLERK OF DISTRICT CO | Filing Fee | 2,945.00 |
| CLERK OF DISTRICT CO | Filling Fee | 95.00 |
| CLERK OF DISTRICT CO | Outstanding City Filing Fees | 560.00 |
| CLEVELAND GOLF | GOLF BALL STOCK | 424.80 |
| COLLEGE LAWN SERVICE | FY27 Lawn Mowing Services | 11,609.15 |
| COMMAND SECURITY SOL | Alarm Monitoring- Annex | 792.00 |
| COMMUNICATIONS ENGIN | NETWORK EQUIPOMENT AND INSTALL-REMOTE SITES | 427.00 |
| CONLON CONSTRUCTION | Library Interior Renovations | 168,537.23 |
| CONSOLIDATED ELECTRI | ST2 - Ballast for bathroom light | 19.45 |
| CONSTELLATION NEW EN | (B) MSC- FY27 Garage- Constellation Gas Supply | 686.84 |
| CONSTELLATION NEW EN | FY27 City Hall Natural Gas | 147.83 |
| CONSTELLATION NEW EN | MNT Services Natural Gas | 2,114.17 |
| CONTINENTAL AIRLINES | Baggage for NLC Summer Board and Leadership Meetin | 50.00 |
| CQ CHICAGO WACKER | GFOA Conference Lodging | 709.80 |
| CRAWFORD HEATING AND | (N)FO- Fire Sprink- Annual Insp Bell St/ Star Brew | 793.16 |
| CRAWFORD HEATING AND | (N)FO- Fire Sprinkler- Repair RPZ Star Brewery | 1,754.18 |
| CRAWFORD HEATING AND | BACKFLOW INSPECTIONS | 2,388.22 |
| CRAWFORD HEATING AND | Fire backflow testing | 212.00 |
| CRESCENT ELECTRIC | Central Ramp LED Lamp Replacement | 138.26 |
| CRESCENT ELECTRIC | Street Meter Batteries | 508.54 |

| Vendor | Description | Amount |
|---|---|---|
| DAN ARENSDORF CONSTR | (N) MSC- Pulverized Soil to MSC 07/17/26 | 900.00 |
| DAN ARENSDORF CONSTR | 2026 Concrete work in public ROW | 4,175.94 |
| DANA INN & MARINA | Canellation for logding for training-Bierer | (797.46) |
| DANA INN & MARINA | Canellation for logding for training-Cross | (797.46) |
| DANA INN & MARINA | Lodging for training-Cross | 797.46 |
| DANA INN & MARINA | Lodging for training-Dakota | 797.46 |
| Daniel M Zanger | One hour music concert on Sept. 4 | 150.00 |
| DATA AXLE | Iowa State Business Directory | 600.00 |
| DAVENPORT FARM & FLE | BOOTS FOR CLEANING RESTROOMS, HANDLE AND MISC HARD | 97.37 |
| DAVENPORT FARM & FLE | HOSE FOR FLORA SHOP | 34.99 |
| DAVENPORT FARM & FLE | PICK HANDLE FOR MURPHY PARK | 21.99 |
| DAVENPORT FARM & FLE | RETURNED SPRAYER TIPS | (13.99) |
| DAVENPORT FARM & FLE | Sani Sewer- Battery Pack | 398.00 |
| DAVENPORT FARM & FLE | SPRAYER TIPS FOR SPRAYER | 22.98 |
| Debbie Horch | June/July art @ library sales - horch | 100.00 |
| DELTA AIR LINES INC | Return Airfare from conference-Baxter | 314.20 |
| DELTA AIR LINES INC | Return Airfare from Conference-Dr. Keedy (grant fu | 261.21 |
| DELTA AIR LINES INC | Return Airfare from Conference-Fullmer | 261.21 |
| DEMMER OIL COMPANY | 7305 Diesel | 33,836.77 |
| DEMMER OIL COMPANY | UNLEADED & DIESEL FUEL- POD MARINA | 9,966.86 |
| DEPT PUBLIC SAFETY FSTB | Fire cert testing fee for FEO Gifford | 52.75 |
| DEPT PUBLIC SAFETY FSTB | FSTB test - Justin Herrig | 52.75 |
| DESKCAMERA | DeskCamera Annual Subscription | 72.00 |
| DESMAN, INC | Iowa St. Parking Ramp Major Maintenance Repairs | 18,933.79 |
| DICK'S SPORTING GOOD | BASKETBALL NETS FOR PARKS | 13.90 |
| Digitech Computer LL | Ambulance Billing Cash Receipts for FY27 | 9,059.65 |
| DITTMER RECYCLING IN | FY27 Shredding Service City Hall, Legal, Fed Bldg | 151.00 |
| DITTMER RECYCLING IN | Landfill Fees - 20 yrd/2 yrd - FY27 | 537.02 |
| DITTMER RECYCLING IN | REFUSE FOR JULY 2026 | 2,049.48 |
| DIVING UNLIMITED INTERNA | Dive team supplies (reimbursed by Control Board) | 1,832.84 |
| Doll Distributing LL | Alcohol for Bunker Hill | 831.60 |
| DUBUQUE AREA CHAMBER | expense is registraon cost for the July Young Prof | 25.00 |
| DUBUQUE AREA CHAMBER | Young Professionals Annual Membership | 65.00 |
| DUBUQUE AREA STEAMAT | Carpet Cleaning | 135.00 |
| DUBUQUE COMMUNITY SC | Franchise Fee FY27 | 2,166.97 |
| DUBUQUE COUNTY HISTO | Franchise Fee FY27 | 2,787.09 |
| DUBUQUE COUNTY RECOR | Dubuque County Recorder-CDBG (Blanket PO) | 28.00 |
| DUBUQUE COUNTY RECOR | Eng Recording Fees | 81.00 |
| DUBUQUE COUNTY RECOR | RECORDING FEE FOR 715 ROSE | 27.00 |
| DUBUQUE COUNTY TREAS | 1250 Jackson; Colson, Tony; Property taxes; FY27 | 167.00 |
| DUBUQUE COUNTY TREAS | 1502 Washington; Simon, Jason - Property taxes FY2 | 907.00 |
| DUBUQUE COUNTY TREAS | 1523 Elm St; Jurisic, Ruth; Property taxes; FY27 | 651.00 |
| DUBUQUE COUNTY TREAS | 1775 Washington; Herrig, Collin_Property taxes FY2 | 792.00 |
| DUBUQUE COUNTY TREAS | 2140 Elm Street; Steuer, Rick; property taxes; FY2 | 465.00 |
| DUBUQUE COUNTY TREAS | 743 Louise St, Krolick, Mark; property taxes; FY27 | 772.00 |
| DUBUQUE FIRE EQUIPME | (N) FM- PART/ SERVICE UNIT 1903 AND 3401 | 93.30 |
| DUBUQUE FIRE EQUIPME | Fire Suppression Fed Bldg | 992.75 |
| DUBUQUE FIRE EQUIPME | KITCHEN EXHAUST SYSTEM HOOD & VENT CLEANING | 385.00 |
| DUBUQUE HOSE & HYDRA | (N) FM - BLDG 4 WAY - STRAINER/SCREEN | 212.74 |

| Vendor | Description | Amount |
|---|---|---|
| DUBUQUE HOSE & HYDRA | BLACK SPRAY PAINT FOR EPP POLES | 52.42 |
| DUBUQUE HOSE & HYDRA | JOBBER, TAPPER, TAPE MEASURE FOR #4408 | 42.32 |
| DUBUQUE HOSE & HYDRA | Parts for signs for sign shop | 302.14 |
| DUBUQUE HOSE & HYDRA | RECOIL THREAD KIT FOR SHOP | 31.60 |
| DUBUQUE HOSE & HYDRA | ROOFING NAILS FOR EPP ROOF AND BLACK MARKER FOR #4 | 24.24 |
| DUBUQUE HOSE & HYDRA | ST2 - Weed Wacker | 399.00 |
| DUBUQUE HOSE & HYDRA | ZIP TIES FOR WINDSCREENS AT VETS PICKLEBALL COURTS | 64.12 |
| DUBUQUE SIGN COMPANY | SIGN AND PLAQUE | 381.00 |
| DUBUQUE VISITING NUR | Dubuque Visiting Nurse-project 8X0173-LHH24 | 3,838.05 |
| DUBUQUE VISITING NUR | FY 2027 Healthy Homes VNA Work | 79.22 |
| EAST CENTRAL INTERGO | 16th St DetentionBasinCulver&Stormwater PumpStatio | 1,367.50 |
| EASTERN IOWA EXCAV & | ENG -Loras- Reconstruction and Repair | 139,422.52 |
| Ed Gau | SOFTBALL UMPIRE | 375.00 |
| ED M FELD EQUIPMENT | Repair of SCBA Fill Station Valve | 1,539.20 |
| EDEN K9 CONSULTING & T | K9 Annual Software | 567.00 |
| Edge Ecom LLC | Fitness Equipment for 6 Fire Stations | 12,498.00 |
| ELECTRONIC SERVICES | BEE BRANCH LIEN RELEASE | 10.13 |
| ENERGETICS | Port Ramp Compressor Repairs | 2,297.55 |
| ENGINEERED EQUIPMENT | Parts for Digester Transfer Pump Repair | 16,704.30 |
| ENGINEERED EQUIPMENT | Rotating Bushings for Digester #2 Transfer Pump | 1,091.20 |
| ENGRAVED GIFT COLLEC | Engraved plate for bench 33290 | 9.00 |
| ENVIRONMENTAL SYSTEM | ESRI Training Pass | 15,176.25 |
| ENVISION SPORTS DESI | J. Hardtke Uniform | 314.00 |
| ENVISION SPORTS DESI | Uniform/TShirt Purchases for Staff | 1,586.00 |
| ERYKA D COOK | Self Defense classes at the library | 450.00 |
| EUROFINS ENVIRONMENT TEST | Facilities Planning - Special Sampling - 04/08/26 | 423.39 |
| EUROFINS ENVIRONMENT TEST | Facility Planning - Special Sampling - 04/08/26 | 252.19 |
| EUROFINS ENVIRONMENT TEST | Giese WW Testing - 2026 Q2 | 169.80 |
| EUROFINS ENVIRONMENT TEST | NPDES Permit Testing - 04/08/26 | 212.60 |
| EXPRESS EMPLOYMENT P | Charge for Custodian - Phyllis Arensdorf | 2,800.00 |
| FAADRONEZONE | FAA License for Drone | 5.00 |
| FBI LEEDA INC | Registration for training | 595.00 |
| FEDEX | Fed X Shipping Fee-Water Bottle Sample -Lead&Coppe | 34.41 |
| FEH Associates Inc | Minor Mods Project | 2,339.81 |
| FEHR-GRAHAM & ASSOCI | Coates-Brunskill/Southgate Sewer Repair | 3,012.75 |
| FEHR-GRAHAM & ASSOCI | PROFESSIONAL SERVICES-MADISON PLAYGROUND | 1,601.75 |
| FEHR-GRAHAM & ASSOCI | PROFESSIONAL SERVICES-MURPHY PLAYGROUND | 1,531.75 |
| FINNIN FORD | OIL DRAIN PLUGS FOR #4459 AND STOCK | 10.90 |
| FOTH INFRASTRUCTURE | Old Mill Lift Station Phase 4 Design - Foth | 41,538.60 |
| FSP*J&J POOL SPA & BILLIA | Flora Pool Chemicals | 74.85 |
| FSP*J&J POOL SPA & BILLIA | Tax Exempt | (4.90) |
| Full Bohr Concrete | Iowa St Ramp Loop sCut | 3,407.64 |
| GANSEN EXCAVATING IN | Loras and Locust Storm Reconstruction Project | 229,804.36 |
| GARRATT-CALLAHAN COM | Monthly Water Treatment Service - FY27 | 1,200.00 |
| GEISLER BROTHERS COM | Reimbursement for overpayment on Permit B26-000802 | 751.20 |
| GENUINE PARTS COMPAN | (B) FM - Various Parts | 1,253.74 |
| GENUINE PARTS COMPAN | (N) SWS- Mac Glass Cleaner 07/28/26 | 35.88 |
| GENUINE PARTS COMPAN | (N) SWS- MMM Tape - 8/21/26 | 22.74 |
| GENUINE PARTS COMPAN | (N) SWS- Shop Tool Blow Gun 07/28/26 | 31.34 |

| Vendor | Description | Amount |
|---|---|---|
| GERMAINE ELECTRIC | Several Electrical Items at Fire Headquarters | 11,146.98 |
| GIERKE ROBINSON COMP | METAL CUTTING BLADES FOR GAS SAW | 30.42 |
| GIESE ROOFING COMPAN | POD Marina Bldg Exterior Sofit and Facia Emergency | 22,990.00 |
| GIESE SHEET METAL CO | (N) MSC- Repairs to Air Conditioner 08/06/26 | 654.47 |
| GIESE SHEET METAL CO | ST3-Replaced Bad Motor in One Condenser | 685.04 |
| GILLIG LLC | (B) FM - Various Parts | 228.44 |
| GLOCK PROFESSIONAL INC | Registration for training | 300.00 |
| GLOCK PROFESSIONAL INC | Registration for training-Wall | 300.00 |
| GLOCK PROFESSIONAL INC | Registration for training-Warner | 300.00 |
| GOTO | Open Voice for CMO | 185.00 |
| GRAYMONT WESTERN LIM | FY2027 BLANKET PO-HIGH CALCIUM QUICKLIME | 29,706.80 |
| HACH CHEMICAL COMPAN | CL-17 REAGENTS FOR CHLORINE ANALYZERS AT REMOTE SI | 342.96 |
| HACH CHEMICAL COMPAN | LABORATORY SUPPLIES | 867.76 |
| HACH CHEMICAL COMPAN | Sulfuric Acid for permit required testing/Water De | 255.30 |
| HAJOCA MCDONALD 604 | TOILET SEATS FOR FLORA POOL  WOMANS RESTROOMS | 66.29 |
| HARBOR FREIGHT TOOLS | Adopt a Spot Supplies | 8.97 |
| HARBOR FREIGHT TOOLS | MISC TOOLS TO HAVE ON GATOR FOR REPAIRS | 94.24 |
| HAWKINS INC | Sodium Hypochlorite - Bulk order | 3,549.22 |
| HDR ENGINEERING INC | (B) Task Order 10-Sani Sewer Asset Management Plan | 19,073.74 |
| HDR ENGINEERING INC | SW Arterial Fiber & ITS Deployment | 8,489.74 |
| Heartland Business S | Software Support & Maintenance | 6,435.00 |
| HENDRICKS FEED & SEE | CRABGRASS KILLER FOR PETRAKIS PARK | 24.72 |
| HENDRICKS FEED & SEE | GRASS SEED AND STRAW FOR VETS PICKLEBALL AREA | 205.69 |
| HENDRICKS FEED & SEE | HERBICIDE FOR PETRAKIS PARK WEEDS | 154.40 |
| HENDRICKS FEED & SEE | LAWN SEED FOR AY MCDONALD PARK | 154.45 |
| HENDRICKS FEED & SEE | PASTURE/WATERWAY MIXTURE FOR BERGFELD POND FISHING | 15.97 |
| HENDRICKS FEED & SEE | SPRAY CHEMICALS FOR GREENHOUSE AREAS | 200.34 |
| HENDRICKS FEED & SEE | STRAW FOR AY PARK GRASS PLANTING AFTER 4TH OF JULY | 11.28 |
| HENDRICKS FEED & SEE | STRAW FOR GRASS SEED AT EPP | 33.84 |
| HENDRICKS FEED & SEE | STRAW FOR GRASS SEED FOR PARKS | 10.25 |
| HENDRICKS FEED & SEE | STRAW FOR WALLER COOPER PARK | 43.78 |
| HENDRICKS FEED & SEE | STRAW ROLLS/WATTLES AND CHEMICALS FOR WEED CONTROL | 160.94 |
| HENDRICKS FEED & SEE | WEED CONTROL FABRIC FOR EPP | 267.80 |
| HENDRICKS FEED & SEE | WEED KILLER FOR PETRAKIS PARK | 9.01 |
| HENRY SCHEIN* | EMS Supplies | 73.44 |
| HILLS & DALES CHILD | Franchise Fee FY27 | 723.09 |
| HILTON HOTELS | HOTEL FEE WHILE ATTENDING THE ALL IOWA CONFERENCE | 178.08 |
| HILTON PALMER HOUSE | Hilton Hotel for ALA professional conference 34731 | 852.54 |
| HOLIDAY INN EXPRESS | Lodging for training-Lech | 266.68 |
| HOLIDAY INN EXPRESS | Lodging for training-Portz | 266.68 |
| HOLIDAY INN EXPRESS | Lodging for training-Soppe | 266.68 |
| HOLIDAY INN EXPRESS | Logding for training-Weitz | 266.68 |
| HOLY FAMILY CATHOLIC | Franchise Fee FY27 | 64.98 |
| HOMEDEPOT.COM | tools | 552.74 |
| HOUSING | 2243 WHITE PROPERTY SOLD RL REIMBURSEMENT | 52.50 |
| HOUSING | 242 BRYANT PROPERTY SOLD RL REIMBURSEMENT | 37.50 |
| HOUSING | 244 BRYANT PROPERTY SOLD RL REIMBURSEMENT | 37.50 |
| HOUSING | 2522 QUEEN PROPERTY SOLD RL REIMBURSEMENT | 56.25 |
| HOUSING | Refund for permit canceled by owner BPR26-000537 | 125.76 |

| Vendor | Description | Amount |
|---|---|---|
| HOYNE LANDSCAPING & | (N) FO- Pick up Pulverized Dirt to MSC 06/16-23/26 | 825.00 |
| HOYNE LANDSCAPING & | PULVERIZED DIRT AND 1" CLEAN | 1,301.80 |
| HYVEE #1160 | Aquatics Program Supplies | 59.26 |
| HYVEE #1160 | Extra food supplies for the Art @ your library rec | 16.71 |
| HYVEE #1160 | Kids camp lunch - delayed invoicing | 675.00 |
| HYVEE #1160 | snacks for craft program series 7/21/26 | 130.34 |
| IA SECRETARY OF STATE | NOTARY RENEWAL | 30.00 |
| IA SECRETARY OF STATE | Notary renewal-Bock | 30.00 |
| IA SECRETARY OF STATE | Notary Renewal-Fullmer | 30.00 |
| IA SECRETARY OF STATE | Notary Renewal-Gamble | 30.00 |
| IA SECRETARY OF STATE | Notary renewal-McTague | 30.00 |
| IDEXX DISTRIBUTION INC | 24 Hour Bacteria Testing - this charge separated i | 2,377.26 |
| IDEXX DISTRIBUTION INC | 24 Hour Colilert for Bacteria Testing | 2,029.46 |
| IDEXX DISTRIBUTION INC | Bacteria Media | 1,290.08 |
| IDEXX DISTRIBUTION INC | Testing for Bacteria Tests | 349.60 |
| IDI | Online search fee-PPC | 3.00 |
| IN *BIDDLE CONSULTING GRO | Online testing Computer program for new hires | 2,423.00 |
| IN *MAST AND COMPANY INC | ST5 - water jugs for cooler | 73.50 |
| IN *TRI-STATE PORTA POTTY | Facilities for Firing Range | 150.00 |
| INFOSEND INC | FY27 Infosend Services | 16,854.25 |
| INGRAM LIBRARY SERVI | Childrens books FY27 | 792.05 |
| INGRAM LIBRARY SERVI | FY27 Books for Adult Collection | 10,876.71 |
| INGRAM LIBRARY SERVI | Teen YA library material - 3606-65020 | 811.26 |
| INTERNT'L ASSOC OF C | Registration for Dr. Keedy conference (grant funde | 445.00 |
| INTUIT INCORPORATED | Juliens Journal Ads 5029 | 645.00 |
| INTUITIVE CONTROL SY | Power kit batteries for Speed Shields | 5,735.52 |
| IOWA BEVERAGE SYSTEM | Alcohol Purchases- Recreation | 1,263.65 |
| IOWA COMMUNITIES ASS | FY27 Damage Claims | 11,768.42 |
| IOWA DEPT OF NATURAL | (N) SWS - Iowa DNR Air Quality, Title V - 8/11/26 | 1,225.00 |
| IOWA KENWORTH INC | (B) FM - PARTS | (2,524.27) |
| IOWA KENWORTH INC | (N) FM - SERVICE/PARTS UNIT #2680 | 13,990.16 |
| Iron Creek Group LLC | FY27 Rent for 300 Main, Suite 330 | 4,672.30 |
| J & R SUPPLY COMPANY | SOD STAPLES & DRAINAGE CONNECTORS | 216.00 |
| J & R SUPPLY COMPANY | Survey supplies | 545.00 |
| J AND R RENTAL | BLOWER MUFFLER SCREWS, HANDLE BAR FOR CHAIN SAW#7 | 41.17 |
| J AND R RENTAL | CREDIT FOR DUPLICATE CHARGE | (14.41) |
| J AND R RENTAL | OIL PUMP GEAR FOR TREE CREW PARTS FOR CHAIN SAW | 26.76 |
| JANAAN ROBERTS | June/July Art @ library sales - Roberts | 360.00 |
| Joseph Pergande | SOFTBALL UMPIRE | 150.00 |
| KANE, NORBY AND REDD | Hendrik Van Pelt 05/19/26 | 336.00 |
| KANE, NORBY AND REDD | Hendrik Van Pelt 07/21/26 | 644.00 |
| Kathryn Arnold | 6 Hose Tray Dividers | 1,350.96 |
| KEN SAIKI DESIGN INC | COMISKEY PARK -PHASE 2 | 5,766.25 |
| KENNETH J MEYER | (N) FM - DEPT GLOVES (ADMIN SAFETY SUPPLIES) | 495.00 |
| KIM A HERRIG | FY27 Custodial Services for 300 Main, Suite 330 | 422.04 |
| Kimley-Horn and Asso | LEISURE SERVICES MASTER PLAN FY25 | 18,400.00 |
| KNOX COMPANY INC | KnoxConnect Software Support | 1,298.00 |
| KONE INC | Elevator Maintenance - FY27 | 400.00 |
| KORTERRA, INC | Utility locate Mgmt Software | 8,960.00 |

| Vendor | Description | Amount |
|---|---|---|
| KURT P WELAND | SOFTBALL UMPIRE | 225.00 |
| KWIK STAR #1184 | fuel for Truck 2562 | 199.72 |
| KWIK STAR #1284 | Fuel 3463 | 133.85 |
| KWIK STAR #495 | FUEL FOR TRANSFER TRUCK#3000013 | 921.05 |
| KWIK STAR #495 | Hot Dog Buns for Snack Bar | 7.92 |
| KWIK TRIP #267 | Gas for training | 66.99 |
| Laser Tech USA, Inc. | Hand Cleaner (soap) for Septage Receiving | 262.14 |
| LAUNDRY MAX | City Hall custodial supplies | 51.75 |
| LEGISLATIVE SERVICE | 2026 Iowa Court Rules | 35.88 |
| LESLEIN TRUCKING | FY2027 BLANKET PO - LIME SLUDGE HAULING | 21,042.45 |
| LG PLAYGROUNDS LLC | PLAYGROUND PARTS DECK REPAIR-COMISKEY | 683.75 |
| LIBRARY | June/July Mileage | 60.69 |
| LIBRARY IDEAS LLC | FY27 Vox book | 56.66 |
| LIME ROCK SPRINGS CO | FY27 BEVERAGE CONTRACT | 774.64 |
| LINWOOD CEMETERY ASS | CONTRIBUTION/FINANCIAL SUPPORT FOR FY27 | 5,172.16 |
| LOWES #00117* | HEX KEY SET FOR BEE BRANCH BIKE FIX IT STATION | 24.96 |
| LOWES #00117* | MISC TOOLS FOR #4408 ADAPTER AND SLIME REAMER | 33.96 |
| LOWES #00117* | OUTDOOR CLEANER FOR EPP FOR ALGAE AND MOLD | 69.94 |
| LOWES #00117* | PAINT BRUSH/ROLLER/COVERS AND HOSE FOR EPP | 152.40 |
| LOWES #00117* | Sewer- ladders | 499.00 |
| LOWES #00117* | SHOVEL FOR ODEFEY WORK TRUCK | 19.98 |
| LOWES #00117* | SIDING AND NAILS FOR EPP ROOF | 25.96 |
| LOWES #00117* | Spray Paint to Mark Course for Tournament | 129.74 |
| MACQUEEN EQUIPMENT G | (B) FM - Various Parts | 104.58 |
| MANDERS INC | 3rd & Main Chamber Ext Patio Concrete Phase 2 | 24,978.00 |
| MANUFACTURERS' NEWS | Wisconsin Manufacturers Register | 284.90 |
| MAQUOKETA VALLEY ELE | (B) SWS- FY 27 Maq Valley Electric Agreement LF | 2,325.32 |
| MAQUOKETA VALLEY ELE | Electrical Svc - Airport Lift Station - FY27 | 120.48 |
| MAQUOKETA VALLEY ELE | FY2027 BLANKET PO - ELECTRICITY | 1,097.10 |
| MAQUOKETA VALLEY ELE | FY27 Monthly Electric Service | 615.26 |
| MAQUOKETA VALLEY ELE | FY27 MVEC Electricity | 1,313.60 |
| Mark E Ricke | 2026-27 Best in Show - per bs | 1,000.00 |
| MARTIN EQUIPMENT OF | (B) FM - Parts & Service | 3,259.23 |
| MATHEWSON PRINTING L | Name Plate LRPAC Cathy Dickens | 14.05 |
| MCGRATH AUTOMOTIVE G | (N) FM - PART (CLEAR STATEMENT) #UNIT 2609 | 245.40 |
| MCGRATH AUTOMOTIVE G | (N) FM - SERVICE UNIT #2609 7/16/26 | 2,110.11 |
| MEDICAL PRIORITY CON | Renewal for EMD EFD and EPD | 15,035.00 |
| MENARD CONSULTING IN | FY27 invoice for Actuarial Services | 3,100.00 |
| MENARDS LUMBER CO | BALL VALVE FOR WATER TRUCK-TREE CREW | 15.69 |
| MENARDS LUMBER CO | Batteries | 51.52 |
| MENARDS LUMBER CO | BOLTS FOR BIKE FIX IT STATION AT BEE BRANCH | 4.46 |
| MENARDS LUMBER CO | BRUSH ON BED LINER, METAL POLISH BODY FILLER FOR S | 202.62 |
| MENARDS LUMBER CO | EXTERIOR LIGHTS FOR VETS | 167.86 |
| MENARDS LUMBER CO | HAND HELD SPRAYER AND PLUMBING SUPPLIES FOR EPP | 44.95 |
| MENARDS LUMBER CO | IRRIGATION PARTS FOR BEE BRANCH | 144.67 |
| MENARDS LUMBER CO | July 3rd Supplies | 14.35 |
| MENARDS LUMBER CO | LEVEL, IMPACT DRILL, ADHEASIVE AND SCREWS FOR BEE | 38.81 |
| MENARDS LUMBER CO | LIGHTS FOR VETS AND BEE/WASP SPRAY | 69.57 |
| MENARDS LUMBER CO | LOCKS FOR MURPHY AND VALENTINE PARKS, NAILS FOR EP | 82.57 |

| Vendor | Description | Amount |
|---|---|---|
| MENARDS LUMBER CO | NEW HANDLE AND SCRAPPER FOR VETERANS MEMORIAL | 17.95 |
| MENARDS LUMBER CO | NEW OUTLETS AND COVERS FOR FLORA POOL | 36.96 |
| MENARDS LUMBER CO | PAINT FOR LINES AROUND ELECTRICAL PANELS FOR POOLS | 28.25 |
| MENARDS LUMBER CO | RETURNED BRUSH ON BED LINER | (89.99) |
| MENARDS LUMBER CO | RETURNED NAILS FOR EPP ROOF, WRONG ONES | (65.59) |
| MENARDS LUMBER CO | RETURNED TRUCK BED LINER, CLEAR SPRAY PAINT, FOR S | (98.95) |
| MENARDS LUMBER CO | sharpie, magnetic spray can, holder | 37.84 |
| MENARDS LUMBER CO | SPRAY PAINT, MINI FOAM BRUSH FOR PAINTING GRILLS | 35.07 |
| MENARDS LUMBER CO | SQUEEGEE FOR SHOP AND WASP KILLER FOR PARKS | 60.81 |
| MENARDS LUMBER CO | ST3 - weed killer / mixed fuel | 162.53 |
| MENARDS LUMBER CO | Supplies | 24.33 |
| MENARDS LUMBER CO | TANK SPRAYER FOR VETS WEEDS | 23.45 |
| MENARDS LUMBER CO | WIRE FOR VETS PARK REPAIRS | 14.97 |
| METROPOLIS PARKING | Pregler Parking for NEHA AEC Annual Conference Kan | 99.99 |
| MICHAEL J SULLIVAN | SOFTBALL UMPIRE | 375.00 |
| MICRO FOCUS SOFTWARE | Email archive subscription 8/1/25-7/31/26 | 94,823.16 |
| MICS CONSTRUCTION | 663 Jefferson-LHH24 | 121,675.00 |
| MIDWEST ALARM SERVIC | 5th St. Alarm Monitor and Sprinkler FY27 | 165.96 |
| MIDWEST ALARM SERVIC | Five Flags Alarm Monitor and Sprinkler FY27 | 1,221.12 |
| MIDWEST ALARM SERVIC | Intermodal Ramp  Alarm Monitor and Sprinkler FY27 | 1,149.12 |
| MIDWEST ALARM SERVIC | Iowa St. Alarm Monitor and Sprinkler FY27 | 35.76 |
| MIDWEST ALARM SERVIC | Locust St. Ramp Alarm Monitor and Sprinkler FY27 | 161.76 |
| MIDWEST MOTOR SUPPLY | (N) FM - PARTS | 229.86 |
| MIDWEST TAPE LLC | FY27 Adult circulating materials | 1,876.60 |
| MIDWEST TAPE LLC | FY27 Downloadable materials for adult collection | 8,819.44 |
| MIKE FINNIN FORD LLC | (B) FM - Parts & Service | 2,738.07 |
| MILLWORK HOTEL ASSOC | 663 Jefferson-Relocation-LHH'24; Room 201 | 867.75 |
| MILLWORK HOTEL ASSOC | 663 Jefferson-Relocation-LHH'24; Room 203 | 867.75 |
| MIRACLE CAR WASH COR | 0913 car wash | 31.96 |
| MOHN SURVEYING INC | Bathometric Survey | 1,525.00 |
| Molly Schreiber | Sound Bowl demonstration | 200.00 |
| MORNINGSTAR INC | Morningstar annual subscription FY27 | 2,652.00 |
| MORRISON BROTHERS CO | (N) FM- TUBING UNIT 3457 | 29.85 |
| MSA PROFESSIONAL SER | GREYHOUND PK RD WATER MAIN LOOP PROJECT | 200.00 |
| MSA PROFESSIONAL SER | PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION | 611.25 |
| MULGREW OIL COMPANY | (B) PW-Fuel | 83,550.36 |
| MULGREW OIL COMPANY | FUEL FOR GENERATORS | 4,282.54 |
| MULGREW OIL COMPANY | UNLEADED & DIESEL FUEL- BHGC | 5,104.05 |
| MULGREW OIL COMPANY | UNLEADED FUEL- POD MARINA | 7,361.82 |
| N AMERICA RESCUE PRODUCT | CATV Stop the Bleed Kit | 64.98 |
| N AMERICA RESCUE PRODUCT | Freight for CATV Stop the Bleed Kit | 7.60 |
| NAHMMA.ORG | Conference Sponsorship, Registration and Associati | 2,000.00 |
| NAPA STORE 3136139 | LUBE FOR 300002, OIL AND FILTERS FOR SHOP | 285.27 |
| NAPA STORE 3136139 | WIRING FOR #4426 | 35.35 |
| NATIONAL ENVIRONMENTAL HE | Link refund of NEHA AEC conference registration fe | (745.00) |
| NCL OF WISCONSIN INC | Lab Consumable restocking - for process control te | 597.36 |
| NICHOLAS EDWARDS, MD | EMS Director Yearly Salary for EMS Support FY27 | 3,333.33 |
| NORTHERN LIGHTS FOOD | MISC FOOD ITEMS- BHGC | 459.35 |
| OHD LLLP | apparel printer ink 476597 | 978.00 |

| Vendor | Description | Amount |
|---|---|---|
| OMNI FORT WORTH HOTEL | Admin Meetings & Conferences | - |
| One Step, Inc | Deer brochures printing charges | 277.83 |
| ONLINE COMPUTER LIBR | OCLC annual agreement | 823.14 |
| OPENAI *CHATGPT SUBSCR | Chat GPT subscription - 7/16/26-8/16/26 | 20.00 |
| OPENING SPECIALISTS | Fed Bld Electronic Door Strikes | 785.00 |
| OPENING SPECIALISTS | Fed Bldg Electronic Door Strikes- Extra Material | 350.00 |
| OPENING SPECIALISTS | Federal Bldg- Council Conference Door | 2,416.96 |
| O'REILLY 4652 | CABIN AIR FILTER FOR #4408 | 22.52 |
| O'REILLY 4652 | CABIN FILTER & AIR FRESHNERS FOR #4475 | 20.48 |
| O'REILLY 4652 | CABIN FILTER FOR #4408 | 15.69 |
| O'REILLY 4652 | mini bus - hvac knob | 12.90 |
| O'REILLY 4652 | TAX REMOVED FOR CABIN FILTER #4408 | (22.52) |
| O'REILLY AUTOMOTIVE | (B) FM - PARTS AND OP SUPPLIES | 164.99 |
| ORIGIN DESIGN CO | Task order 25-1 | 9,154.25 |
| ORIGIN DESIGN CO | Task order 35-1 | 11,629.75 |
| OVERDRIVE INC | FY27 Downloadable materials for adult collection | 19,643.48 |
| PA #431 - DUBUQUE | BRAKE PADS, CLEANER AND OIL #4403 | 451.16 |
| PACER | Quaterly Pacer Subscription | 69.80 |
| Parsons Transportati | Tech Support Traffic Network Servers | 49,277.23 |
| PASSPORT LABS INC | Passport Parking Meter App FY27 | 2,271.75 |
| PAYPAL * WOMENSLEADE | WLN conference | 210.00 |
| PAYPAL * WOMENSLEADE | WLN speaker | 25.00 |
| PAYPAL *NOBLEIOWACH | Iowa NOBLE memberships | 140.00 |
| Peterbilt of Wiscons | (B) FM - PARTS | 773.84 |
| PHELPS THE UNIFORM S | FY27 Weekly Uniform Cleaning | 204.08 |
| PORTZEN CONSTRUCTION | CONSTRUCTION-PHASE II COMISKEY | 412,094.80 |
| PORTZEN CONSTRUCTION | Dubuque Gate and Pump Station Flood Mitigation 16t | 539,108.51 |
| PRAIRIE FARMS | Franchise Fee FY27 | 5,658.49 |
| PRICELINE.COM | Cancellation of training - credit it back to PD | (1,034.40) |
| PRICELN*AMERICAN AIRLI | Taxes/fees/trip protection for conference-Baxter | 121.15 |
| PRICELN*DELTA AIR LINE | Taxes/Fees/ Trip Protection-Conference - Fullmer/D | 229.54 |
| PRICELN*HOLIDAY INN CH | Lodging for training-B. Dieujuste, W. Dieujuste, S | 1,034.40 |
| PRICELN*LA QUINTA BY W | Lodging for training | 105.97 |
| PY *DISTRICT 20 SUPPLY CO | City of Dubuque Polos for Water Projects Superviso | 76.00 |
| RACOM CORPORATION | 2026/2027 COMMUNICATIONS SUPPORT - RADIOS | 2,682.40 |
| RACOM CORPORATION | AC portable radio maintenance XG-25P (2) | 469.40 |
| RACOM CORPORATION | Axis Cameras P-1388-LE | 5,036.40 |
| RACOM CORPORATION | Axis Cameras P3818-PVE | 32,097.60 |
| RACOM CORPORATION | Axis Q1728-LE | 115,142.40 |
| RACOM CORPORATION | Axix Cameras Q1800-LE | 5,123.52 |
| RACOM CORPORATION | Axix Cameras Q6355-LE PTZ | 25,768.80 |
| RACOM CORPORATION | RADIO MAINTENANCE AGREEMENT -PARKS FY27 | 6,318.76 |
| RAPIDS REPRODUCTION | Plotter Scanner Replacement | 14,896.00 |
| RCN TECHNOLOGIES | Antenna's for the Cell Unit in Bld 80 | 323.00 |
| REED EXHIBITIONS | Lexis Nexis Monthly Subscription | 900.00 |
| RESILIENT MIND PSYCHOL | Coaching sessions | 155.00 |
| RILCO, Inc | (N)FM - BULK FLUIDS REFILL 08/05/26 | 2,267.13 |
| RMC IMAGING INC | New Microfilm machine for public use | 9,563.00 |
| ROEDER OUTDOOR POWER | generators for traffic | 3,300.00 |

| Vendor | Description | Amount |
|---|---|---|
| Roth Pump Company | EAGLE POINT WTP MAIN PLANT BOILER FEED SYST. MAT. | 14,189.81 |
| ROUSSELOT INC | Franchise Fee FY27 | 582.96 |
| RXBENEFITS INC | FY27 Prescription Admin & Claims - 6/20 to 8/14/26 | 98,298.66 |
| RXBENEFITS INC | FY27 Prescription Admin & Claims - 7/18 to 7/31/26 | 219,212.26 |
| SADLER POWER TRAIN I | (B) FM - PARTS & SM TOOLS/EQ | 42.95 |
| SADLER POWER TRAIN I | 7WAY TRAILER PLUG CONNECTOR | 19.32 |
| SADLER POWER TRAIN I | BRAKES FOR CHIPPER #300002 | 335.34 |
| SADLER POWER TRAIN I | GREASE CAP AND PLUG FOR TRAILERS AND SHOP | 13.89 |
| SADLER POWER TRAIN I | TRAILER PLUG | 31.42 |
| SADLER POWER TRAIN I | WHEEL SEAL/BEARINGS #300002 AND DIESEL FLUID SHOP | 110.06 |
| SAFEGUARD BUSINESS S | Art @ your library postcards | 358.94 |
| SAMS CLUB #4973 | Annual Membership Club | 60.00 |
| Save On SP, LLC | Savings on specialty drugs - June 2026 | 13,128.07 |
| Schadl Incorporated | (B) SWS- FY27 Leachate Line Cleanout LF | 6,467.14 |
| Schadl Incorporated | (B) SWS- FY27 Maint. Shop Pit Cleaning LF | 2,390.32 |
| Schadl Incorporated | valve work/pins | 152.28 |
| Schmitt Island Devel | MANAGEMENT FEE FY27 | 109,271.36 |
| SEDONA STAFFING | Hours Worked - Admin Support - 08/02/26 | 860.94 |
| SEDONA STAFFING | Hours Worked - Admin Support - 08/09/26 | 489.38 |
| SEDONA STAFFING | Temporary Lab Tech - FY26 | 9,622.20 |
| SHERRILL INC | POLESAW FOR TREE CREW | 286.87 |
| SHERWIN WILLIAMS COM | PAINT/STAIN FOR MURPHY PARK RESTROOMS | 28.34 |
| SHERWIN WILLIAMS COM | PAINT/STAIN FOR PICNIC TABLES AT MURPHY PARK | 52.38 |
| SISCO | FY27 STD Ins Prem - September 2026 | 245.00 |
| SOUTHWES 5262181305156 | Airline tickets for Neogov conterence - Kristen, A | 863.40 |
| SOUTHWES 5262181305156 | Credit for airline tickets | (863.40) |
| SPAHN & ROSE LMBR YD #9 | LUMBER FOR BACKFLOW ENCLOSURE AT EPP | 145.31 |
| SPRING GREEN LAWN CA | WEED CONTROL AT ALL VETERANS MEMORIAL PARK | 628.80 |
| Springshare LLC | text messages for library notices 26-R7336 | 294.78 |
| SQUARE INC | Refund for cancelled training | (957.00) |
| SQUARE INC | SOD FOR VETS PICKLEBALL COURTS | 129.60 |
| STANDARD INSURANCE C | FY27 Life Insurance Prem Addtl Amt Due - June 2026 | 3.70 |
| STAPLES 0401 | Clip board for inspections | 7.79 |
| STAPLES 0401 | Label maker tape for stock | 43.99 |
| STAPLES 0401 | Printer | 72.99 |
| STAPLES DETROI | Office Supplies | 101.38 |
| STAPLS7683270089000002 | Office Supplies | 90.98 |
| STARLINK | for connection to mini CRD in case of an emergency | 55.00 |
| State of Iowa - Depa | Boiler and Pressure Cert 072225 | 160.00 |
| State of Iowa - Depa | Boiler and Pressure Cert Bunker 07/23/26 | 40.00 |
| State of Iowa - Depa | Boiler and Pressure Cert Bunker/Annex | 80.00 |
| STEEL MART INC | METAL FOR BEE BRANCH STANDS | 50.39 |
| STEEL MART INC | STEEL FOR BEE BRANCH | 27.50 |
| STEFFEN LAWN & SNOW | Lawn Mowing - City Owned Properties for 2024-2025 | 1,348.00 |
| STEGER CONST., INC. | Blanket- Cell 9 Abutment Liner Phase 2 Project | 129,001.07 |
| STEVEN BUDUO | AOTR 2026-2027 Exhibiting Artist –Air Garden II | 600.00 |
| STEVES ACE HARDWARE | 2 Keys | 8.98 |
| STEVES ACE HARDWARE | ARMOR ALL FOR SHOP TO CLEAN EQUIPMENT/VEHICLES | 10.79 |
| STEVES ACE HARDWARE | CAR WASH FOR MAINTENANCE CARE ON WORK VEHICLES | 8.99 |

| Vendor | Description | Amount |
|---|---|---|
| STEVES ACE HARDWARE | DAWN DISH SOAP FOR SPRAYING WEEDS | 4.49 |
| STEVES ACE HARDWARE | garden soil for see ball program 7/21/2026 | 7.19 |
| STEVES ACE HARDWARE | IRRIGATION PARTS FOR VETS MEMORIAL PLAZA | 8.79 |
| STEVES ACE HARDWARE | METRIC BOLTS TO SECURE CAMERAS TO CAMERA MOUNTS | 17.33 |
| STEVES ACE HARDWARE | Recreation Program Supplies | 27.88 |
| STEVES ACE HARDWARE | SCOOP SHOVEL FOR TREE CARE/CLEAN UP | 28.79 |
| STEVES ACE HARDWARE | Seed mix for wildflower seed ball program 7/21/26 | 14.39 |
| STEVES ACE HARDWARE | shop supplies - box fan, clog remover | 43.18 |
| STEVES ACE HARDWARE | shop supplies - punch pin, auger drain | 20.32 |
| STEVES ACE HARDWARE | STRAW FOR PASTURE MIXTURE AT BERGFELD POND FISHING | 16.19 |
| STEVES ACE HARDWARE | Supplies for Marine 1 - hooks; fasteners | 27.77 |
| STEVES ACE HARDWARE | ZIP TIES FOR WINDSCREENS AT VETS PICKLEBALL COURTS | 35.96 |
| STRAND ASSOCIATES IN | 42-Inch Force Main Stabilization Proj | 286.02 |
| STRAND ASSOCIATES IN | Bee Branch SCADA Maintenance | 132.03 |
| STRAND ASSOCIATES IN | Old Mill Rd Pumping Station | 52,469.61 |
| STRAND ASSOCIATES IN | Phase I 2025 MCC & PLC Upgrades-25-11 1154.124 | 2,900.00 |
| STRAND ASSOCIATES IN | PRELIMINARY DESIGN-EXTERIOR WALL | 3,346.10 |
| STRAND ASSOCIATES IN | SCADA Consulting Svces - Tsk 26-02, Pro 1154.053 | 1,418.86 |
| STRAND ASSOCIATES IN | Strand Task Order 26-08_17th RR Culvert Crossing 1 | 10,276.86 |
| STRAND ASSOCIATES IN | WELL NO. 11 SOURCE WATER-CONSULTANT SVCS | 4,581.07 |
| STRAND ASSOCIATES IN | WRRC Drying Pad & Cost to Treat Analysis | 1,251.53 |
| STRAND ASSOCIATES IN | WRRC Facility Plan Update-Tsk 25-14, Proj 1154-139 | 1,230.15 |
| STRAND ASSOCIATES IN | WRRC Solids Processing Bld Elec & Ctrl Rm Replace | 55,000.00 |
| STRAND ASSOCIATES IN | WTP & Water Dist.Sys SCADA Upgrade | 1,510.00 |
| SUPERIOR WELDING SUP | (N) FM-GARAGE - CYLINDER RENTAL - JULY 2026 | 119.00 |
| SUPERIOR WELDING SUP | WELDING WIRE FOR MECHANIC SHOP | 31.77 |
| SUSTAINABLE STRATEGI | Professional strategic funding services-grant writ | 14,500.00 |
| TCO Radon Too Inc | All Stations-Radon Testing | 600.00 |
| TCO Radon Too Inc | FY 27 Grants Radon Testing | 500.00 |
| TELEGRAPH HERALD | Annual subscription to the Telegraphy Herald | 1,277.17 |
| TELEGRAPH HERALD | FY2026 CAPER Public Hearing Notice | 61.81 |
| TELEGRAPH HERALD | FY2027 AAP Amendment #1 Public Hearing Notice | 56.96 |
| TELEGRAPH HERALD | Publication Expenses | 32.12 |
| TERMINAL SUPPLY | (N) FM - GARAGE BIN FILL 08/03/26 | 571.00 |
| THE FISCHER COMPANIE | Sept Parking for Human Rights-2 Spots at MFC Lot | 80.00 |
| THE LOCKSMITH EXPRES | Install Locks on 2046 WASHINGTON | 175.00 |
| THE LOCKSMITH EXPRES | Keys | 4.00 |
| THE METRIX COMPANY | Franchise Fee FY27 | 363.41 |
| THE POINT NEIGHBORHO | Point Neighborhood Association National Night Out | 739.73 |
| THE UPS STORE 3078 | Postage to ship traffic items | 17.72 |
| THEIACP | Membership fee - Dr. Keedy | 220.00 |
| THEISENS INC | Transit Uniforms | 153.99 |
| THEISENS INC | Uniform - Lifeguard Swim Instructor | 90.00 |
| THEISENSHOMEFARMAUTODBQ | BAIT STATION AND SEALANT FOR MECHANIC SHOP | 10.48 |
| THEISENSHOMEFARMAUTODBQ | DIESEL FLUID FOR TREE CREW | 71.92 |
| THEISENSHOMEFARMAUTODBQ | FOXTAIL CONTROL FOR 897 CENTRAL POCKET PARK | 7.99 |
| THEISENSHOMEFARMAUTODBQ | Hitch for new boat | 74.99 |
| THEISENSHOMEFARMAUTODBQ | MISC RESTROOM CLEANER MARKERS | 42.25 |
| THEISENSHOMEFARMAUTODBQ | OIL, WINDSHIELD SOLVENT AND CLEANING MITT | 146.91 |

| Vendor | Description | Amount |
|---|---|---|
| THEISENSHOMEFARMAUTODBQ | Punch Pin for Tool Box | 6.29 |
| THEISENSHOMEFARMAUTODBQ | SPRAY PAINT FOR FLORA PARK | 19.98 |
| THEISENSHOMEFARMAUTODBQ | Spray Paint for Golf Course & Timer for Pond Fount | 38.97 |
| THEISENSHOMEFARMAUTODBQ | ST5 - garden hose, nozzle, screwdriver bit | 50.34 |
| THEISENSHOMEFARMAUTODBQ | TRAILER JACK FOR REC & ROLL TRUCK | 15.99 |
| THOMPSON TIRE & RETR | (B) FM - Parts, Service, Op Supplies | 233.00 |
| THOMPSON TIRE & SERVICE - | 1570 TIRES | 123.50 |
| THOMPSON TIRE & SERVICE - | FLAT TIRE REPAIRS#4417 | 33.00 |
| THOMPSON TIRE & SERVICE - | FLAT TIRE REPAIRS-EPP 1570 MOWER | 106.00 |
| THOMPSON TIRE & SERVICE - | INSTALL TUBE ON GATOR #1570 | 31.00 |
| THOMPSON TIRE & SERVICE - | MOWER TRUCK TIRES | 122.25 |
| THOMPSON TIRE & SERVICE - | TIRE MOUNT/REPAIR#4474 | 20.50 |
| THOMPSON TIRE & SERVICE - | TIRE REPAIRS #1570 MOWER | 33.00 |
| THOMPSON TIRE & SERVICE - | TIRE REPAIRS #4433 | 24.00 |
| THOMPSON TIRE & SERVICE - | TIRE REPAIRS-FLORA | 24.00 |
| THOMPSON TIRE & SERVICE - | TIRES FOR #4455 | 263.50 |
| THOMPSON TIRE & SERVICE - | TIRES FOR 1570 AND 4474 | 249.50 |
| THOMPSON TIRE & SERVICE - | TIRES FOR BEE BRANCH MOWER | 237.25 |
| THOMPSON TIRE & SERVICE - | TIRES FOR VETS 1570 | 106.00 |
| THOMPSON TIRE & SERVICE - | TIRES#4469 | 474.50 |
| THREE RIVERS FS INC | (N) SWS - Diesel Exhaust Fluid - 8/11/26 | 1,015.18 |
| THREE RIVERS FS INC | (N) SWS - LP Gas 33# Cylinder (33 LBS) 8/19/26 | 87.30 |
| THREE RIVERS FS INC | (N) SWS - Spectra Lube Red 2 30TB CS- 8/19/26 | 404.40 |
| THREE RIVERS FS INC | (N) SWS- GPI Fuel Pump Vane Kit 08/05/26 | 96.00 |
| THREE RIVERS FS INC | (N) SWS- K600 Pulse Meter 1" GPR035 Pump 08/05/26 | 1,948.65 |
| TIMOTHY P GOTTSCHALK | SOFTBALL UMPIRE | 225.00 |
| TM Inc | Mail Courier Service | 330.00 |
| TOWNEPLACE SUITES BY M | Consultant Lyle Sumek's hotel stay 6/22-6/23 durin | 380.70 |
| TRICON CONSTRUCTION | LF- Customer Convenience Center Project | 487,027.38 |
| TRICON CONSTRUCTION | Old Mill Lift Station and Force Main | 496,285.87 |
| TRI-STATE PORTA POTT | (B) SWS/FO- FY27 Rental of Units for LF and Street | 540.00 |
| TRI-STATE PORTA POTT | PORT-A-POTTIES FOR AUGUST 2026 | 1,870.00 |
| Tri-State Shred, Inc | On-Site Shredding by the Tote - Chavenelle | 57.70 |
| TRUCK COUNTRY OF IOW | (B) FM - Parts & Service | 2,328.37 |
| TRUCK COUNTRY OF IOWA | TRUCK WIPER BLADES | 68.70 |
| TRUCK COUNTRY OF IOWA | WINTER WIPER BLADES FOR SHOP TRUCKS | 65.50 |
| TRUPANION | July K9 Insurance | 328.75 |
| UB REFUNDS | UB 06139 600 DUGGAN | 65.21 |
| UB REFUNDS | UB 13926 2395 32ND | 13.00 |
| UB REFUNDS | UB 23755 1333 ROCKDALE | 63.51 |
| ULINE INC | 2 chairs for table in admin 55578648 | 598.63 |
| ULINE INC | NITRILE GLOVES FOR GREENHOUSE STAFF | 284.43 |
| UNION HOERMANN PRESS | Data Center Surveys & Mailing | 11,517.69 |
| UNIV OF DUBUQUE | UD Career Fair Registration Fee | 53.00 |
| UPS*BILLING CENTER | shipping | 52.50 |
| US Peroxide LLC | Chemical Dosing at the WRRC FY27 (incl FY26 inv.) | 126,809.85 |
| USPS PO 1826100387 | | 49.20 |
| USPS PO 1826100387 | 10 rolls of stamps | 780.00 |
| USPS PO 1826100387 | Filing Fee | 6.08 |

| Vendor | Description | Amount |
|---|---|---|
| USPS PO 1826100387 | Mailings | 81.22 |
| USPS PO 1826100387 | Postage | 23.65 |
| USPS PO 1826100387 | stamps for postage for JOTC | 164.00 |
| USPS PO 1826100387 | US Flag Coil | 702.00 |
| Valentine Constructi | Fire Station 5 & 6 Concrete Repairs | 78,394.71 |
| VAN METER INDUSTRIAL | CAT 6 CONNECTORS & PATCH CORDS FOR TIEING IN NEW C | 54.94 |
| VAN METER INDUSTRIAL | MATERIAL TO ADD RECEPT TO POWER NEW UPS IN THE WEL | 68.68 |
| VAN METER INDUSTRIAL | street lighting | 889.12 |
| WALMART | HOCKEY NETS FOR ALLISON HENDERSON | 3.44 |
| WALMART | Pool Supplies | 138.95 |
| WALMART | Thermometer battery | 6.47 |
| WAWA 5323 | Huberty fuel for rental car Gainsville, FL 8/15/26 | 28.24 |
| WB McCloud & Co, Inc | FY27 Pest Control 18th St Engine House | 67.36 |
| WELU PRINTING COMPAN | COD Universal Application Marketing Outreach Mater | 400.63 |
| WEX HEALTH INC | FY27 COBRA, Commuter, FSA Admin - July 2026 | 1,030.55 |
| White Cap | 2 Barrel Fans | 796.60 |
| White Cap | Curb Forms | 7,233.92 |
| White Cap | Gap and crack straw STS | (31.38) |
| WHKS AND COMPANY | RUSTIC POINT PARK DESIGN AND DEVELOPMENT | 7,600.22 |
| WHKS AND COMPANY | WHKS Task Order 30 - 17th W Locust FEMA BRIC Grant | 23,000.00 |
| WHKS AND COMPANY | WHKS Task Order 31 - 17th W Locust 90 Plans | 27,304.72 |
| WK CONSTRUCTION CO I | 2026 PW Asphalt Milling Services | 28,235.46 |
| WWP*MCCLOUD SERVICES | PEST CONTROL FOR BUNKER OFFICES AND BASEMENT AREAS | 50.56 |
| ZEPHYR ALUMINUM PROD | MFC Emergency Repairs | 1,234.00 |
| Payroll | | 2,818,139.43 |
| | | $ 9,029,406.34 |

**CITY OF DUBUQUE**
**08/13/2026 - 09/03/2026**
**EXPENDITURES BY FUND**

| | |
|---|---|
| General | 3,697,794.07 |
| Special Revenue | 923,282.00 |
| Capital Projects | 1,194,024.76 |
| Water | 285,533.96 |
| Sanitary Sewer | 1,077,299.34 |
| Stormwater | 443,693.64 |
| Parking | 41,014.45 |
| Refuse | 59,607.63 |
| Transit | 99,113.99 |
| Internal Service | 510,242.02 |
| DMASWA | 697,800.48 |
| **GRAND TOTAL** | **$ 9,029,406.34** |

COUNCIL APPROVAL

PAYDATE 09-10-2026

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| AIRGAS USA LLC | 37,614.23 | Liquid Oxygen for the WRRC - FY27 |
| AIRGAS USA LLC | 14.73 | Medical Oxygen for Ambulances for FY27 |
| AIRGAS USA LLC | 2,740.94 | Tank & Vaporizer Rental - FY27 |
| AIRGAS USA LLC | 3,083.43 | FY2027 BLANKET PO-CO2 FOR WATER TREATMENT PROCESS |
| ALLIANT ENERGY | 15,924.37 | (B) PW- FY27 Alliant Energy Cost Multiple Location |
| ALLIANT ENERGY | 13,400.85 | MNT Services Electricity |
| ALLIANT ENERGY | 3,637.89 | Street and Traffic Lights Electricity |
| ALLIANT ENERGY | 2,204.15 | Electricity for Intermodal Aug 26 |
| ALLIANT ENERGY | 24.53 | Alliant 0539621000 12th Bluff Lot FY26 |
| ALLIANT ENERGY | 4,113.28 | 0557811000 PORT RAMP FY27 |
| ALLIANT ENERGY | 50.90 | 514 Angella - Alliant Energy (City Owned) |
| ALLIANT ENERGY | 35,139.28 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 2,012.83 | Alliant 1406331000 Intermodal Ramp FY27 |
| ALLIANT ENERGY | 434.05 | Alliant 1477501000 5th Bell Lot FY27 |
| ALLIANT ENERGY | 2,388.68 | Alliant 1522511000 5th St Ramp FY27 |
| ALLIANT ENERGY | 2,991.69 | Electricity for JOTC Aug 26 |
| ALLIANT ENERGY | 984.38 | FY27 Monthly Electric Service |
| ALLIANT ENERGY | 7,963.60 | ALLIANT 4392701000 Ramps/Lots FY27 |
| ALLIANT ENERGY | 118.02 | Alliant 6477860931 12th Elm Lot FY27 |
| ALLIANT ENERGY | 2,426.41 | FY27 - Electricity Expenses for 6 Fire Stations |
| Ascendance Trucks LLC | 7,923.64 | (B) FM - Parts & Service |
| BILL MILLER LOGGING INC | 475.00 | MULCH FOR VETS MEMORIAL |
| BILL MILLER LOGGING INC | 3,040.00 | GROUND MULCH FOR BURDEN PARK |
| BILL MILLER LOGGING INC | 1,725.00 | DOUBLE GROUND MULCH FOR A H AND EPP |
| BILL MILLER LOGGING INC | 475.00 | DOUBLE GROUND MULCH FOR EPP |
| BILL MILLER LOGGING INC | 500.00 | DOUBLE GROUNDS MULCH-USHA PARK |
| BILL MILLER LOGGING INC | 1,700.00 | DOUBLE GROUND MULCH FOR USHA & AH |
| BILL MILLER LOGGING INC | 1,200.00 | DOUBLE GROUND MULCH FOR AH |
| BLACK HILLS/IOWA GAS UTILITY CO | 43.09 | FY2027 BLANKET PO - GAS |
| BLACK HILLS/IOWA GAS UTILITY CO | 1,105.78 | NATURAL GAS BILLS FOR FY27 |
| BLACK HILLS/IOWA GAS UTILITY CO | 52.43 | (B) SWS- FY27 BlackHills Gas Costs LF |
| BLACK HILLS/IOWA GAS UTILITY CO | 389.21 | FY27 Natural Gas |
| CALLAWAY GOLF SALES COMPANY | 790.64 | PRO SHOP MERCHANDISE |
| CINTAS CORP | 583.71 | (B)- FO FY27 Cintas Various Maintenance |
| CINTAS CORP | 209.55 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 1,150.18 | Rugs/Towels for the WRRC-FY27 |
| CINTAS CORP | 679.11 | Mats, Cloths, shop towels JOTC FY27 |
| CINTAS CORP | 45.57 | JANITORIAL SUPPLIES- BHGC |
| CINTAS CORP | 77.23 | Cintas Ramp Rugs FY27 |
| CINTAS FIRST AID & SAFETY | 213.28 | (B)- FO FY27 Cintas First Aid Supplies |
| CINTAS FIRST AID & SAFETY | 14.38 | Replenish Safety Supplies Garage August 26 |
| CINTAS FIRST AID & SAFETY | 111.65 | First Aid Supplies-WRRC - FY27 |
| CINTAS FIRST AID & SAFETY | 180.86 | FY2027 BLANKET PO-FIRST AID SUPPLIES |
| CINTAS FIRST AID & SAFETY | 109.96 | FIRST AIDE CABINET RESTOCKED FY27 |
| City of Dubuque | 903.50 | EPA Working Meeting |
| COMMUNICATIONS ENGINEERING CO | 55,409.72 | Sophos License Renewal |
| COMMUNICATIONS ENGINEERING CO | 22,868.04 | Firewall Replacement |
| CONSTELLATION NEW ENERGY GAS DIV | 3,035.66 | Natural Gas - FY27 - Constellation |
| DEMMER OIL COMPANY | 12,598.26 | UNLEADED FUEL- POD MARINA |
| DUBUQUE COMMUNITY SCHOOL DIST | 4,912.02 | Franchise Fee FY27 |
| DUBUQUE HOSE & HYDRAULICS | 334.22 | (B) PW - Various parts LF & Garage |
| DUBUQUE VISITING NURSE ASSOCIATION | 3,256.57 | Dubuque Visiting Nurse-project 8X0173-LHH24 |
| DUBUQUE VISITING NURSE ASSOCIATION | 1,445.09 | FY 2027 Healthy Homes VNA Work |
| EAST CENTRAL INTERGOVERN ASSOC | 4,400.00 | HOTMA Training |
| EXPRESS EMPLOYMENT PROFESSIONALS | 3,920.00 | Charge for Custodian - Phyllis Arensdorf |
| FEDEX | 52.58 | Fed X Shipping Fee-Water Bottle Sample -Lead&Coppe |
| FEH Associates Inc | 2,339.80 | Minor Mods Project |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| GARRATT-CALLAHAN COMPANY | 600.00 | Monthly Water Treatment Service - FY27 |
| GENUINE PARTS COMPANY INC | 586.41 | (B) FM - Various Parts |
| GILLIG LLC | 1,453.29 | (B) FM - Various Parts |
| GRAYMONT WESTERN LIME INC | 11,881.80 | FY2027 BLANKET PO-HIGH CALCIUM QUICKLIME |
| HAWKINS INC | 2,525.00 | Citric Acid FCC Anhy Import |
| HDR ENGINEERING INC | 68,038.95 | LF- Customer Convenience Care Center Project |
| HDR ENGINEERING INC | 18,272.13 | DMASWA TO 20 - Horiz Exp Permitting |
| HDR ENGINEERING INC | 2,399.42 | LF- TO #2 Staffing Study |
| HDR ENGINEERING INC | 2,929.18 | Grant Negotiation Support |
| HDR ENGINEERING INC | 26,499.77 | (B) SWS- FY 27 HDR Annual Engineering ServIces |
| Heartland Business Systems, LLC | 550.00 | Phone system troubleshooting |
| HOYNE LANDSCAPING & SNOW PLOWING | 490.00 | BLACK DIRT FOR VETS AND MCALEECE |
| INGRAM LIBRARY SERVICES INC. | 508.15 | Childrens books FY27 |
| IOWA KENWORTH INC | 85.00 | (B) FM - PARTS |
| J & R SUPPLY COMPANY | 330.00 | (N) FO- Guardian Blade and Rodent Guard 7/24/26 |
| J & R SUPPLY COMPANY | 2,212.00 | (N) FO- Storm Sewer 18X14' SDR26 HW PIPE 08/07/26 |
| J & R SUPPLY COMPANY | 125.00 | SUPPLIES FOR STOP BOX TURN OFFS |
| J & R SUPPLY COMPANY | 10,245.00 | WATER MAIN REPAIR SUPPLIES |
| J & R SUPPLY COMPANY | 5,106.00 | SUPPLIES FOR WATER MAIN BREAK REPAIRS |
| KENNETH J MEYER | 1,066.20 | Gloves for Operators & Lab |
| LIME ROCK SPRINGS CO | 557.79 | FY27 BEVERAGE CONTRACT |
| MACQUEEN EQUIPMENT GROUP | 3,751.40 | Maintenance on Various Lens, G1 Facepieces |
| MARTIN EQUIPMENT OF IL INC | 1,290.84 | (B) FM - Parts & Service |
| MIDWEST TAPE LLC | 8,330.75 | FY27 Downloadable materials for adult collection |
| MIDWEST TAPE LLC | 570.58 | FY27 Adult circulating materials |
| MIKE FINNIN FORD LLC | 3,186.82 | (B) FM - Parts & Service |
| MIRACLE CAR WASH CORP | 244.16 | FY27 Car Washes for Patrol |
| MULGREW OIL COMPANY | 95,377.98 | (B) PW-Fuel |
| MULGREW OIL COMPANY | 1,816.12 | UNLEADED & DIESEL FUEL- BHGC |
| NORTHERN LIGHTS FOODSERVICE | 346.88 | MISC FOOD ITEMS- BHGC |
| O'REILLY AUTOMOTIVE INC | 1,430.71 | (B) FM - PARTS AND OP SUPPLIES |
| ORIGIN DESIGN CO | 3,311.50 | Task order 25-01 |
| ORIGIN DESIGN CO | 5,681.00 | MSC- Roof and HVAC Replacement 02/23/26 |
| ORIGIN DESIGN CO | 2,586.25 | FY2026 CITY OF DUBUQUE WATER SYSTEM MODELING |
| ORIGIN DESIGN CO | 4,190.75 | ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3 |
| ORIGIN DESIGN CO | 770.00 | PROF. SERVICES-2024 N.ENGLISH RD WATER MAIN EXT. |
| RAPIDS REPRODUCTION INC | (140.13) | Ink for Plotter |
| RAPIDS REPRODUCTION INC | 1,976.00 | FY27 Care Pack Full Service Maint |
| ROEDER OUTDOOR POWER EQUIPMENT | 92.36 | (N) FM - Unit 4052 V Belt 08/12/26 |
| ROEDER OUTDOOR POWER EQUIPMENT | 5,000.00 | (N) PW FO- Gator Drop Spreader Floodwall POD FY27 |
| SADLER POWER TRAIN INC | 496.91 | (B) FM - PARTS & SM TOOLS/EQ |
| SEDONA STAFFING | 380.63 | Hours Worked - Admin Support - 05/24/26 |
| SEDONA STAFFING | 489.38 | Hours Worked - Admin Support - 08/23/26 |
| STRAND ASSOCIATES INC | 3,400.06 | WRRC Facility Plan Update-Tsk 25-14, Proj 1154-139 |
| STRAND ASSOCIATES INC | 42,000.00 | WRRC Solids Processing Bld Elec & Ctrl Rm Replace |
| STRAND ASSOCIATES INC | 8,405.28 | Fac Plan Eng-Oper Support-26-05, 1154.140 |
| STRAND ASSOCIATES INC | 1,861.44 | WRRC On Call Services - Task 26-01, Proj 1154.085 |
| STRAND ASSOCIATES INC | 13,040.00 | Consultant Services for Terminal Pumping Station |
| TCO Radon Too Inc | 406.81 | ST5-Radon Fan Replacement |
| TCO Radon Too Inc | 200.00 | FY 27 Grants Radon Testing |
| THOMPSON TIRE & RETREAD | 6,667.44 | (B) FM - Parts, Service, Op Supplies |
| THREE RIVERS FS INC | 4,512.32 | (N) SWS - Bio 2% DSXL Dyed - 8/19/26 |
| THREE RIVERS FS INC | 6,761.94 | (N) SWS - Bio 2% DSXL Dyed - 8/27/26 |
| THREE RIVERS FS INC | 4,519.10 | (N) SWS - Bio 2% DSXL Dyed - 8/25/26 |
| UNION HOERMANN PRESS | 590.00 | Printing Expenses |
| UNION HOERMANN PRESS | 2,771.69 | September/October City News |
| US Peroxide LLC | 64,252.68 | Chemical Dosing at the WRRC FY27 (incl FY26 inv.) |
| WELU PRINTING COMPANY | 941.42 | EPP BROCHURES |
| WELU PRINTING COMPANY | 644.24 | 100-Ceramic Mugs for 9/11 Open Houses |
| WELU PRINTING COMPANY | 189.89 | #10 mailing envelopes |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| WELU PRINTING COMPANY | 33.05 | Business cards for McKenzie Giblin |
| WHKS AND COMPANY | 3,722.57 | Auburn and Custer Bidding and Construction Assista |
| 1800TShirts | 337.00 | Transit Employee Uniforms |
| 1800TShirts | 1,485.00 | city swag items - rest/life balance challenge |
| 1ST AYD CORP | 172.57 | Janitorial Supplies - JOTC Garage |
| ADDOCO INC | 588.00 | MULCH FOR GREENHOUSE AREAS |
| Addy Schober | 760.00 | FY27 RECREATION CLASS INSTRUCTOR- ADDY SCHOBER |
| Advanced Precast Company, Inc. | 587.58 | (N) FO- C-4/15 street curb 08/07/26 |
| ADVANTAGE COMPANIES | 3,562.00 | Telegraph Herald Microfilm for 2026 |
| ALTORFER INC | (2,429.41) | Inventory Returns |
| ALTORFER INC | 9,738.11 | (N) FM - SERVICE/PARTS UNIT #3104 |
| AMERICAN PUBLIC WORKS ASSOC | 3,212.50 | (N) PW- FY 27 APWA Accreditation Fee 06/29/26 |
| AMERICAN RESPONSE VEHICLES INC | 512.03 | (N) FM- Parts for Unit 130004 |
| ANDERSON WELDING & REPAIR LLC | 7,070.35 | FY27 On Call Services - Welding |
| ARTISTIC CLEANERS INC | 275.25 | Laundry for Ragbrai Bike Uniforms |
| AT&T Mobility National Accounts, LLC | 5,182.49 | FY27 AT&T First Net for PD |
| AT&T Mobility National Accounts, LLC | 2,745.93 | Cellular Service for Fire Dept & Emerg Mgmt-FY27 |
| AUTOMATION SYSTEMS & CONTROL, INC | 119,942.25 | MCC and PLC Upgrades - SRF |
| Badger Lange Ventures LLC | 2,478.50 | (N) FO - Construction Supplies 08/21/26 |
| Bauer Built Inc | 792.40 | Bus Tire Repairs Gillig #2697 |
| BIG RIVER SIGN COMPANY INC | 141.15 | Millwork District Green Space Parking Signs |
| BIG RIVER SIGN COMPANY INC | 141.15 | Millwork District Green Space Parking Signs REPRIN |
| BTS INC | 162.00 | ST5-Repair Phone Line that was Spliced |
| Callahan Construction Inc | 1,950.00 | Cedar Cross Drain Tile |
| CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC | 2,540.00 | REPLACE POLYCARBONATE PANELS-GREENHOUSE |
| CLOCKWORK PARTNERS LLC | 65.34 | VIEWING TOWERS -EPP |
| COBRA PUMA GOLF | 71.02 | GOLF SHOES SPECIAL ORDER |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 326.80 | FY27 Lawn Mowing Services |
| COMMAND SECURITY SOLUTIONS | 108.87 | ALARM MONITORING FY27 |
| CONTINENTAL FIRE SPRINKLER CO | 1,929.27 | (N) MSC- Service Call- Panel Alarming 08/26/26 |
| CRESCENT COMMUNITY HEALTH CENTER | 2,456.50 | Crecent Community Health Center Steppin' It Up 5K |
| DAVIS EQUIPMENT CORP. | 29.75 | BUSHINGS FOR TRACTOR |
| DELL MARKETING LP | 35,202.53 | Server_SCADA project_Water Dept |
| Dinges Partners Group | 1,509.02 | Various Bunker Gear Repairs |
| DreamSeats, LLC | 6,817.00 | ST2-7 Recliners for Fire Station 2 |
| DUBUQUE AREA CONVENTION & VISITORS | 7,500.00 | Sister city Funding |
| DUBUQUE AUXILIARY POLICE INC | 2,850.00 | Auxiliary Police Insurance |
| DUBUQUE COUNTY HISTORICAL SOCIETY | 2,217.22 | SD Grant-Wetland Invasives Removal |
| DUBUQUE COUNTY SHERIFF | 7,642.73 | DDTF July 2026 Shared Expenses |
| DUBUQUE COUNTY SHERIFF | 30,832.92 | July2026 Shared Expenses |
| DUBUQUE COUNTY TREASURER | 510,632.00 | 2026/2027 Property Taxes |
| DUBUQUE MULCH COMPANY | 992.00 | MULCH FOR TREE CREW |
| DUBUQUE MULCH COMPANY | 320.00 | TOPSOIL FOR TREE CREW |
| DUBUQUE RESCUE MISSION | 2,500.00 | SD Grant-Sustain (Mission Garden) |
| DUBUQUE SAND & GRAVEL | 722.23 | STONE, SAND AND DIRT |
| DUBUQUE SIGN COMPANY | 303.90 | PRAIRIE SIGNAGE FOR EPP |
| ENVIRONMENTAL SYSTEMS RESEARCH INST | 65,150.00 | Esri Advantage program |
| FERGUSON WATER WORKS SUPPLY #2516 | 3,116.00 | 1-1/2" T10 METERS FOR STOCK |
| FHR Services, LLC | 888.37 | (N) FO - Asphalt 2026 Tack 08/11/26 |
| FREE FLIGHT | 1,854.00 | Trek Bicyle for COP |
| Full Bohr Concrete | 20,022.88 | 2026 Concrete Work in Public ROW Contract 6 |
| Full Bohr Concrete | 10,049.46 | 2026 Concrete Work in Public ROW - Contract 5 |
| GALLS LLC | 79.86 | Chief and Assist Chief Insignias |
| GEISLER BROTHERS COMPANY | 184.10 | Port Ramp Blower Repairs |
| GEISLER BROTHERS COMPANY | 548.00 | Locust Ramp Service Call |
| GOODYEAR TIRE & RUBBER | 12,444.37 | Goodyear Tires May 26 |
| GOODYEAR TIRE & RUBBER | 2,879.36 | Goodyear Tires July 26 |
| GRAINGER INC | 111.55 | (N) FM- Parts for Unit 4007 |
| GRAINGER INC | 80.40 | (N) FO- Ear plugs 06/10/26 |
| Grand Slam Safety, LLC | 346.00 | REPLACEMENT PANEL WITH VELCRO STRAPS-MLOD |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| GREATER DUBUQUE DEVELOPMENT CORP | 120,000.00 | FY 2027 COS/POS GDDC |
| GREEN VALLEY LANDSCAPING LLC | 3,350.00 | Detention Basin Mowings |
| HAWKEYE BOAT SALES INC | 655.44 | Ropes, bumpers & Hardware for New Rescue Boat |
| HENDERSON PRODUCTS INC | 72.86 | (B) FM - Various Parts |
| HILLCREST FAMILY SERVICES INC | 556.79 | Franchise Fee FY27 |
| HODGE COMPANY | 17,992.03 | Chavenelle Lease - IT and Finance |
| HULSCHER FENCING INC | 1,125.00 | FENCE RERAIRS -DOG PARK |
| INTELIUS SCREENING SOLUTIONS LLC | 430.99 | FY27 Background Checks - July 2026 |
| INTERSTATE PIPE & SUPPLY | 55.42 | Hot Water Pump Digester 4 Parts |
| INTERSTATE PIPE & SUPPLY | 1,325.41 | Pipe for Air Compressor |
| IOWA DEPT OF TRANSPORTATION | 105.12 | Paper for MCTs |
| J&R RENTAL LLC | 1,375.00 | (N) SWS - Cut Off Saw - 8/3/26 |
| JAMES J GRAVES | 5,640.00 | Remove Decals from Patrol Vehicle |
| JOHNSON CONTROLS | 15,663.90 | EMERGENCY REPAIRS TO FIRE PANEL AT GRC |
| JOHNSON CONTROLS | 797.58 | Port Ramp Repairs |
| Kanopy Inc | 2,208.00 | FY27 Downloadable movies for library |
| KILBURG EQUIPMENT LLC | 460.68 | (N) FM- Parts for Unit 3413 |
| KILBURG EQUIPMENT LLC | 5,893.77 | (N) FM- Parts for Unit 3409 |
| KLUESNER CONSTRUCTION INC | 2,000.00 | (N) SWS - Wood Chips - 8/20/26 |
| LANDSCAPE FORMS INC | 3,450.70 | LAKESIDE BENCH-RUSTIC POINT |
| LOGAN CONTRACTORS SUPPLY INC | 462.77 | (N) FO- 4x1' 6" 60GR STR BLK 08/13/26 |
| LORAS COLLEGE | 5,844.22 | Franchise Fee FY27 |
| Lyons Logging and Tree Care Inc. | 2,362.50 | TREE AND STUMP REMOVAL |
| MEDIACOM | 236.90 | FY27 INTERNET FOR POD MARINA |
| MEDICAL ASSOCIATES CLINIC PC | 265.00 | Psychology Coaching Sessions |
| METTA TECHNOLOGIES, INC | 81,000.00 | (N) SWS - Bull Litter Fence with Canopy - 8/21/26 |
| MIDWEST ALARM SERVICES INC | 1,756.68 | JOTC Inspections Fire / Sprinkler FY27 |
| MIDWEST ALARM SERVICES INC | 1,167.84 | Intermodal Alarm monitor and Sprinkler FY27 |
| MOLLY M SCHREIBER | 1,120.00 | FY27 RECREATION CLASS INSTRUCTOR- MOLLY SCHREIBER |
| NCH CORPORATION | 609.95 | (N) SWS - Inside Out, 2x2.5GL, Drop Dead III - 8/1 |
| NORTHLAND PRODUCTS CO INC | 211.95 | Sewer Service Dye Material - Week 05/13/2026 |
| Online Solutions LLC | 103,000.00 | Tech Services for Citizenserve Permitting Software |
| OPEN GOV, INC. | 93,394.87 | (N) MSC- Software Services 07/01/26-06/30/27 |
| ORKIN LLC | 163.41 | FY27 PEST CONTROL JOTC |
| ORKIN LLC | 97.07 | FY27 PEST CONTROL INTERMODAL |
| OVERHEAD DOOR COMPANY | 50.00 | ST2-Overhead Door Maintenance |
| OVERHEAD DOOR COMPANY | 726.26 | Hendricks-Overhead Door Maintenance |
| OVERHEAD DOOR COMPANY | 111.00 | LABOR AND INSTALLATION-FLORA MAINT |
| PER MAR SECURITY SERVICES | 241.08 | FY27 Fed Bldg Fire Alarm Monitoring |
| PIGOTT INC. | 8,012.05 | Sustainability Dept. Office Furniture and Installa |
| Pitney Bowes Bank Inc Reserve Account | 1,500.00 | Postage Reserve for Pitney Bowes |
| Pitney Bowes Bank Inc Reserve Account | 254.43 | Mail Machine Annual lease payments |
| PowerDMS, Inc. | 3,623.77 | Power Time Subscription |
| RACOM CORPORATION | 7,550.89 | Build for 1811 |
| RACOM CORPORATION | 505.92 | ST2-Speaker for Bathroom at Fire Station 2 |
| RACOM CORPORATION | 11,863.84 | (N)PW- Annual Maint Vehicle Radios and Batteries |
| RAM SERVICES LLC | 1,095.00 | 1605 Lincoln Radon Work |
| RESILIENT MIND PSYCHOLOGY, LLC | 1,800.00 | Mental Health Visits w/Personnel for FY27 |
| RIVER CITY STONE | 287.52 | (N) PW- Payment for Inv 3600090934 from 2023 |
| RIVER CITY STONE | 960.82 | (N) PW- Payment for Inv 3600091031 from 2023 |
| RIVER CITY STONE | 14,555.57 | Various Stone and Materials |
| RIVER CITY STONE | 218.93 | 3" CLEAN AND LIME FOR PICKLEBALL COURTS |
| RIVER CITY STONE | 1,764.66 | 3" CLEAN, AND RIPRAP FOR HERON POND PARKING AREA |
| RON CLESEN'S ORNAMENTAL PLANTS | 11,100.00 | (N)- Fall Flower Baskets for the POD 01/22/26 |
| RON CLESEN'S ORNAMENTAL PLANTS | 14,260.85 | HANGING BASKETS BEE BRANCH |
| RTN Publishing Company | 619.00 | AOTR Advertising/Inv#5028JJ |
| SAFEGUARD BUSINESS SYSTEMS INC | 1,987.68 | Parking Tickets |
| SECRETARY OF STATE | 30.00 | New Notary Application |
| SECRETARY OF STATE | 30.00 | Notary Renewal |
| SPECIAL MARKETS INSURANCE CONSULTAN | 600.89 | AmeriCorps Member Health Insurance |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| SPRING GREEN LAWN CARE | 42.65 | WEED CONTROL -DBQ MEMORIAL PARK |
| SPX FLOW INC. | 17,071.91 | Lightnin Mixer Repair pts-Activated Sludge Mixers |
| STREICHERS INC | 2,680.20 | 40mm Projectile Training Rounds |
| STREICHERS INC | 939.74 | 40mm Projectile Training Rounds-Impact Sponge |
| TELEGRAPH HERALD | 10,308.86 | Publication Expenses |
| TEMPERLEY EXCAVATING INC | 117,547.36 | Levi and Sullivan Storm Sewer Extension Project |
| THE FISCHER COMPANIES | 160.00 | Parking for IT _2 spaces at Annex_FY27 |
| THE FISCHER COMPANIES | 40.00 | Rental - Land/Bldgs/Parking-Monthly parking space |
| THE FISCHER COMPANIES | 120.00 | Parking Rent (09/2026) |
| THEISENS INC | 521.03 | Airport Uniforms |
| THEISENS INC | 312.48 | Airport Uniform Purchases |
| TIMOTHY J WITTSTOCK | 116.00 | Disenfecting Wipes for Patrol Vehicles |
| TOP GRADE EXCAVATING INC | 12,924.29 | Garfield and Fengler Emergency Storm Sewer Repair |
| TRI CITY ELECTRIC COMPANY OF IA | 2,257.00 | MFC AV system repairs |
| TRUCK EQUIPMENT INC | 3,085.92 | (N) FM-UNIT# 4008 Credited back when never returne |
| TRUCK EQUIPMENT INC | 22.32 | (N) FM - PARTS (SHIPPING--RETURNED) |
| TSCHIGGFRIE EXCAVATING | 196,838.93 | N Schmitt Island Collection System |
| UNISON SOLUTIONS INC | 550.00 | Monthly Analysis Kit for H2S Testing |
| UNIVERSITY OF DUBUQUE | 3.54 | Franchise Fee FY27 |
| US Foods | 1,659.06 | MISC FOOD ITEMS- BHGC |
| VAN-WALL EQUIPMENT CO | 34.29 | PARTS FOR GREENS MOWER |
| VERIZON WIRELESS SERVICES LLC | 162.93 | Fixed Route Signs Data FY27 |
| VERIZON WIRELESS SERVICES LLC | 392.23 | Fixed Route Rangers Data FY27 |
| VERIZON WIRELESS SERVICES LLC | 240.24 | Mini Bus Ops Data FY27 |
| VERMONT SYSTEMS, INC | 38,128.56 | FY27 PARKS & RECREATION SOFTWARE SYSTEM |
| WELTER STORAGE EQUIPMENT CO INC | 384.00 | Office Chair |
| WENZEL TOWING SERVICE | 250.00 | (N) FM- UNIT #1906 Tow Kerper to PW 08/07/26 |
| WENZEL TOWING SERVICE | 69.50 | (N) FM- UNIT #110041 Tire Service N Booth 08/08/26 |
| WENZEL TOWING SERVICE | 194.50 | After Hours Tow w/ Dollies |
| WENZEL TOWING SERVICE | 125.00 | (N) FM- UNIT #2691 Tow From Grandview 08/17/26 |
| YAMAHA MOTOR CORPORATION USA | 20,832.00 | FY27 GOLF CART LEASE |
| ZACHARY GILLIES | 828.57 | CAMPGROUND MANAGER PAYMENTS FY27 |
| | $ 2,620,276.30 | |

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 4.**

| | |
|---|---|
| **ITEM TITLE:** | Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 2 |
| **SUMMARY:** | City Manager recommending City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements. **RESOLUTION** Authorizing The Chief Financial Officer To Make The Appropriate Interfund Transfers Of Sums And Record The Same In The Appropriate Manner For The FY 2027 For The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. FY27 Period 2 Transfer_MVM Memo
2. FY27 Budgeted Transfer Period 2 Staff Memo
3. FY27 Period 2 Transfer Resolution

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 2

**DATE:** September 3, 2026

Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements. Iowa Administrative Rules Code 545-2.5(5), which implements Iowa Code Section 384.18, was amended to require that all transfers of moneys from one budgeted fund to another budgeted fund must be approved by a resolution beginning April 13, 2019.

In Fiscal Year 2027 Period 2, $ 950,877.50 in capital projects and other obligations were budgeted and it is recommended to transfer from the funds that were budgeted to pay the expenses.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Laura Bendorf, Budget 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:** Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

**SUBJECT:** Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2027 – Period 1

**DATE:** September 3, 2026

## INTRODUCTION
The purpose of this memorandum is to recommend approval of the fund transfers for Fiscal Year 2027 resolution.

## BACKGROUND
Iowa Administrative Rules Code 545-2.5(5), which implements Iowa Code Section 384.18, was amended to require that all transfers of moneys from one budgeted fund to another budgeted fund must be approved by a resolution beginning April 13, 2019. The transfer resolution must include the following items:

1. Statement of where the money is coming from and going to.
2. The exact amount of money being transferred.
3. A clearly stated reason why the transfer is being made.

These resolution items will also need to be included as part of the budget adoption resolution passed each March if transfers are shown in the adopted budget. For utility surplus transfers, as defined in Administrative Rules Code 545-2.5(5), a clear calculation proving the existence of the proposed surplus in the utility must also be included in the transfer resolution.

## DISCUSSION
Capital projects and other obligations have transfers budgeted from other funds. Throughout the fiscal year, funds are transferred to reimburse these obligations. The total transfer budgeted from the various funds to reimburse these obligations in Period 2 is 950,877.50
.

**RECOMMENDATION**
I respectfully recommend the adoption of the enclosed resolution approving the transfer of funds for capital projects and other obligations.

BD
JML

**RESOLUTION NO. -27**

**A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR THE FY 2027 FOR THE CITY OF DUBUQUE, IOWA**

Whereas, Iowa Administrative Rules Code Section 545-2.5(5) implements Iowa Code Section 384.18 and provides that the City Council shall approve all transfers of moneys from one budgeted fund to another budgeted fund as provided in Iowa Administrative Rules Code Section 545-2.5(5).

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

Section 1. Authorize the Chief Financial Officer to Transfer Funds. That the Chief Financial Officer be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2027.

Section 2. Transfer of Funds. That the Chief Financial Officer will transfer the following sums and to record the same in the appropriate manner:

1. Transfer from Sanitary Sewer Operating Fund to General Fund $198.315.66 for recharge of administrative overhead.
2. Transfer from Stormwater Operating Fund to General Fund $198.315.67 for recharge of administrative overhead.
3. Transfer from Parking Operating Fund to General Fund $33,187.75 for recharge of administrative overhead.
4. Transfer from Water Operating Fund to General Fund $198,315.67 for recharge of administrative overhead.
5. Transfer from Refuse Operating Fund to General Fund $172,623.08 for recharge of administrative overhead.
6. Transfer from Landfill Operating Fund to General Fund $63,616.50 for recharge of administrative overhead.
7. Transfer from General Fund to General Fund $76,876.25 for Information Technology recharges.
8. Transfer from Community Development Fund to General Fund $870.00 for Information Technology recharges.
9. Transfer from Housing Choice Vouchers Fund to General Fund $913.42 for Information Technology recharges.

10. Transfer from Cable TV Fund to General Fund $469.83 for Information Technology recharges.
11. Transfer from Water Operating Fund to General Fund $2,013.50 for Information Technology recharges.
12. Transfer from Sanitary Sewer Fund to General Fund $1,208.17 for Information Technology recharges.
13. Transfer from Parking Operating Fund to General Fund $537.00 for Information Technology recharges.
14. Transfer from Transit Operating Fund to General Fund $1,812.17 for Information Technology recharges.
15. Transfer from Garage Service Fund to General Fund $870.00 for Information Technology recharges.

Passed, approved and adopted this 8th$^{th}$ day of September 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 5.**

| | |
|---|---|
| **ITEM TITLE:** | Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2098 Central Avenue |
| **SUMMARY:** | City Manager recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2098 Central Avenue in Dubuque as a brownfield site. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2098 Central Avenue
2. Staff Memo
3. Letter of Support

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:** Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2098 Central Avenue

**DATE:** August 31, 2026

Economic Development Director Jill Connors is recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2098 Central Avenue in Dubuque as a brownfield site.

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:** Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2098 Central Avenue

**DATE:** August 20, 2026

## INTRODUCTION

This memorandum presents for City Council review and approval a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2098 Central Avenue in Dubuque as a brownfield site.

## BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

Brownfield sites are abandoned, idled or underutilized industrial or commercial properties where real or perceived environmental contamination prevents productive expansion or redevelopment. Examples of brownfield sites include former gas stations, dry cleaners and other commercial operations that may have utilized products or materials potentially hazardous to the environment.

Tax credits of up to 24% of qualifying costs of a brownfield project and up to 30% if the project meets green building requirements.

The Program is capped at $15 million per fiscal year with a maximum award of $1.5 million per project.

**DISCUSSION**

Applications for this program are accepted on an annual basis, due by September 1st. The following project has requested a letter of support from the City to accompany its application. This letter confirms the City's recognition that the property meets the state's definition of a grayfield site and that its redevelopment benefits the community.

The property at 2098 Central Avenue was previously used as a gas station which had a fuel release that was cleaned up and subsequently received a No Further Action determination from the Iowa Department of Natural Resources. Although the current environmental review does not identify any ongoing environmental concerns, the developer, Hitzler Rental, LLC, is requesting that the property be considered for Brownfield status because of its documented environmental history.

The proposed project will rehabilitate an underutilized commercial property and return it to productive use. The North End Community Marketplace is intended to provide flexible commercial space for small businesses, entrepreneurs, food vendors, and other community-oriented uses.

The project represents continued private investment in the Central Avenue corridor and complements the City's efforts to encourage redevelopment, support small businesses, improve neighborhood vitality, and promote productive reuse of existing properties.

**RECOMMENDATION**

I respectfully request City Council approve the submission of the attached letter supporting the aforementioned application for Iowa Redevelopment Tax Credits, confirming the City's recognition that the property is eligible for the tax credit based on the state's definition of a brownfield site.

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

August 20, 2026

Iowa Economic Development Authority (IEDA)
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Re: IEDA Redevelopment Tax Credit – Program Eligibility for 2098 Central Avenue, Dubuque, IA 52001 (Brownfield Site)

On behalf of the City of Dubuque, I am pleased to provide this letter of support for Hitzler Rental, LLC's application to the Iowa Redevelopment Tax Credit Program for the redevelopment of the property at 2098 Central Avenue into the North End Community Marketplace.

The property located at 2098 Central Avenue, Dubuque, IA meets the criteria of a Brownfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261–65.2(15), and the City of Dubuque supports this project and application.

Brownfield sites are abandoned, idled or underutilized industrial or commercial properties where real or perceived environmental contamination prevents productive expansion or redevelopment. Examples of brownfield sites include former gas stations, dry cleaners and other commercial operations that may have utilized products or materials potentially hazardous to the environment.

The property at 2098 Central Avenue was previously used as a gas station which had a fuel release that was cleaned up and subsequently received a No Further Action determination from the Iowa Department of Natural Resources. Although the current environmental review does not identify any ongoing environmental concerns, Hitzler Rental, LLC is requesting that the property be considered for Brownfield status because of its documented environmental history.

The proposed project will rehabilitate an underutilized commercial property and return it to productive use. The North End Community Marketplace is intended to provide flexible commercial space for small businesses, entrepreneurs, food vendors, and other community-oriented uses.

The project represents continued private investment in the Central Avenue corridor and complements the City's efforts to encourage redevelopment, support small businesses, improve neighborhood vitality, and promote productive reuse of existing properties.

The City of Dubuque supports the redevelopment of 2098 Central Avenue and believes the project has the potential to contribute positively to the surrounding neighborhood and the continued revitalization of the Central Avenue corridor.

We appreciate the Iowa Economic Development Authority's consideration of this project for assistance through the Redevelopment Tax Credit Program.

Sincerely,



Jill Connors, Economic Development Director
City of Dubuque, Iowa

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 6.**

| | |
|---|---|
| **ITEM TITLE:** | Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2541 Central Avenue |
| **SUMMARY:** | City Manager recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2541 Central Avenue in Dubuque as a grayfield site. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2541 Central Avenue
2. Staff Memo
3. Letter of Support

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:** Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2541 Central Avenue

**DATE:** August 31, 2026

Economic Development Director Jill Connors is recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2541 Central Avenue in Dubuque as a grayfield site.

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:** Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 2541 Central Avenue

**DATE:** August 24, 2026

## INTRODUCTION

This memorandum presents for City Council review and approval a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by the developer for redevelopment of 2541 Central Avenue in Dubuque as a grayfield site.

## BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

A Grayfield site is an abandoned public building or industrial or commercial property that meets these requirements:

1. The property's infrastructure is outdated or prevents efficient use – site is vacant, blighted, obsolete, or otherwise underutilized.
2. Property improvements and infrastructure are at least 25 years old AND one or more of the following conditions exists:
    a. At least thirty percent of a building located on the property is available for occupancy and has been unoccupied for at least a year.

b. The assessed value of property's improvements has decreased by at least 25 percent.
c. The property is used as a parking lot.
d. Improvements on the property no longer exist.

Tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements.

The Program is capped at $15 million per fiscal year with a maximum award of $1.5 million per project.

**DISCUSSION**

While the ground floor of 2541 Central Avenue has historically supported commercial use, the second floor – approximately 50% of the building's occupiable area – had remained vacant and underutilized since approximately 1991.

The redevelopment of the property by Hitzler Rental, LLC will return this long-vacant portion of the property to productive use through the creation of five residential units while preserving commercial space on the ground floor.

The City of Dubuque has previously demonstrated its support for this redevelopment through the award of façade improvement assistance and apartment creation incentives for the property. These investments reflect the City's commitment to the successful redevelopment of 2541 Central Avenue and continued revitalization of the Central Avenue corridor.

The project will rehabilitate an existing building, create additional housing, support commercial activity, increase utilization of existing infrastructure, and contribute to neighborhood reinvestment.

**RECOMMENDATION**

I respectfully request City Council approve the submission of the attached letter supporting the aforementioned application for Iowa Redevelopment Tax Credits, confirming the City's recognition that the property is eligible for the tax credit based on the state's definition of a grayfield site.

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

August 24, 2026

Iowa Economic Development Authority (IEDA)
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Re: IEDA Redevelopment Tax Credit – Program Eligibility for 2541 Central Avenue, Dubuque, IA 52001 (Grayfield Site)

The building located at 2541 Central Avenue, Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261–65.2(15), and the City of Dubuque supports this project and application.

Per code definition, "Grayfield site" means an abandoned public building or an industrial or commercial property that meets all of the following requirements: The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists: (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more; (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more; (3) The property is currently being used as a parking lot; or (4) The improvements on the property no longer exist.

While the ground floor has historically supported commercial use, the second floor – approximately 50% of the building's occupiable area – had remained vacant and underutilized since approximately 1991.

The redevelopment of the property by Hitzler Rental, LLC will return this long-vacant portion of the property to productive use through the creation of five residential units while preserving commercial space on the ground floor.

The City of Dubuque has previously demonstrated its support for this redevelopment through the award of façade improvement assistance and apartment creation incentives for the property. These investments reflect the City's commitment to the successful redevelopment of 2541 Central Avenue and continued revitalization of the Central Avenue corridor.

The project will rehabilitate an existing building, create additional housing, support commercial activity, increase utilization of existing infrastructure, and contribute to neighborhood reinvestment.

The City of Dubuque supports the redevelopment of 2541 Central Avenue and its application to the Iowa Economic Development Authority's Redevelopment Tax Credit Program.

Sincerely,



Jill Connors, Economic Development Director
City of Dubuque, Iowa

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 7.**

| | |
|---|---|
| **ITEM TITLE:** | Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 1739-1763 Central Avenue |
| **SUMMARY:** | City Manager recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by Dubuque Initiatives 1700, LLC for redevelopment of the C.A.R.E. Home (Central Avenue Housing Endeavor) at 1739-1763 Central Avenue in Dubuque as a grayfield site. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 1739-1763 Central Avenue
2. Staff Memo
3. Letter of Support

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:** Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 1739-1763 Central Avenue

**DATE:** August 31, 2026

Economic Development Director Jill Connors is recommending City Council approval of the submission of a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by Dubuque Initiatives 1700, LLC for redevelopment of the C.A.R.E. Home (Central Avenue Housing Endeavor) at 1739-1763 Central Avenue in Dubuque as a grayfield site.

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:** Letter of Support for Iowa Redevelopment Tax Credit Application for Property at 1739-1763 Central Avenue

**DATE:** August 25, 2026

## INTRODUCTION

This memorandum presents for City Council review and approval a letter of support to accompany the Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted by Dubuque Initiatives 1700, LLC for redevelopment of the C.A.R.E. Home (Central Avenue Housing Endeavor) at 1739-1763 Central Avenue in Dubuque as a grayfield site.

## BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

A Grayfield site is an abandoned public building or industrial or commercial property that meets these requirements:

1. The property's infrastructure is outdated or prevents efficient use – site is vacant, blighted, obsolete, or otherwise underutilized.
2. Property improvements and infrastructure are at least 25 years old AND one or more of the following conditions exists:
    a. At least thirty percent of a building located on the property is available for occupancy and has been unoccupied for at least a year.

b. The assessed value of property's improvements has decreased by at least 25 percent.
c. The property is used as a parking lot.
d. Improvements on the property no longer exist.

Tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements.

The Program is capped at $15 million per fiscal year with a maximum award of $1.5 million per project.

**DISCUSSION**

The property at 1739-1763 Central Avenue is currently over 30% vacant or blighted. C.A.R.E. Home will transform this deteriorating mixed-use building in the Central Avenue corridor into seven affordable two- and three-bedroom housing units for those families most in need in our community, including those that are homeless, at risk of homelessness, fleeing violence, or otherwise facing housing instability. This additional capacity is critical; recent assessments find the City is facing a significant shortage of units affordable for households earning at or below 30% Area Median Income.

C.A.R.E. Home demonstrates a commitment to comprehensive care and community inclusion. C.A.R.E. Home will partner with Community Solutions of Eastern Iowa to provide critical supportive services for these households. The building is located in the heart of downtown Dubuque, near all crucial services for the newly housed including public transit, community health centers, schools, public services, and employment opportunities. We appreciate C.A.R.E. Home's dedication to redevelopment of a late-1800s building at risk of demolition by neglect, preserving the culture and aesthetics of the community.

This project is in the center of the Central Avenue Corridor Initiative footprint and incorporates elements of the Central Avenue Corridor Streetscape Master Plan, both established by the City of Dubuque in collaboration with the community. This project also targets the "Livable Neighborhoods and Housing: Great Place to Live" City of Dubuque Goals for 2030. As such, C.A.R.E. Home has received $200,000 in incentives from the City of Dubuque.

**RECOMMENDATION**

I respectfully request City Council approve the submission of the attached letter supporting the aforementioned application for Iowa Redevelopment Tax Credits, confirming the City's recognition that the property is eligible for the tax credit based on the state's definition of a grayfield site.

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

August 25, 2026

Iowa Economic Development Authority (IEDA)
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Re: IEDA Redevelopment Tax Credit – Program Eligibility for 1739-1763 Central Avenue, Dubuque, IA 52001 (Grayfield Site)

On behalf of the City of Dubuque, please accept this letter expressing our full support for Dubuque Initiatives 1700, LLC's application to the Redevelopment Tax Credit Program for the C.A.R.E. Home (Central Avenue Housing Endeavor).

The building located at 1739-1763 Central Avenue, Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261–65.2(15), and the City of Dubuque supports this project and application.

Per code definition, "Grayfield site" means an abandoned public building or an industrial or commercial property that meets all of the following requirements: The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists: (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more; (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more; (3) The property is currently being used as a parking lot; or (4) The improvements on the property no longer exist.

The property at 1739-1763 Central Avenue is currently over 30% vacant or blighted. C.A.R.E. Home will transform this deteriorating mixed-use building in the Central Avenue corridor into seven affordable two- and three-bedroom housing units for those families

most in need in our community, including those that are homeless, at risk of homelessness, fleeing violence, or otherwise facing housing instability. This additional capacity is critical; recent assessments find the City is facing a significant shortage of units affordable for households earning at or below 30% AMI.

C.A.R.E. Home will provide more than a roof, demonstrating a commitment to comprehensive care and community inclusion. C.A.R.E. Home will partner with Community Solutions of Eastern Iowa to provide critical supportive services for these households. The building is located in the heart of downtown Dubuque, near all crucial services for the newly housed including public transit, community health centers, schools, public services, and employment opportunities. We appreciate C.A.R.E. Home's dedication to redevelopment of a late-1800s building at risk of demolition by neglect, preserving the culture and aesthetics of the community.

This project is in the center of the Central Avenue Corridor Initiative footprint and incorporates elements of the Central Avenue Corridor Streetscape Master Plan, both established by the City of Dubuque in collaboration with the community. This project also targets the "Livable Neighborhoods and Housing: Great Place to Live" City of Dubuque Goals for 2030. As such, C.A.R.E. Home has received $200,000 in incentives from the City of Dubuque. We encourage you to join us in supporting this project.
Thank you for your consideration.

Sincerely,

Jill Connors, Economic Development Director
City of Dubuque, Iowa

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 8.**

| | |
|---|---|
| **ITEM TITLE:** | Official Posting Location for City Council and Non-Quasi-Judicial Board and Commission Meeting Notices |
| **SUMMARY:** | City Clerk recommending adoption of the resolution designating the official agenda posting locations for the City Council and all non-quasi-judicial boards and commissions. **RESOLUTION** Designating The Official Public Notice Location For Meeting Notices Of The City Council And All Non-Quasi-Judicial Boards And Commissions Pursuant To Iowa Code Chapter 21 |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. Staff Memo
2. Resolution

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

**FROM:** Adrienne Breitfelder, City Clerk

**DATE:** August 26, 2026

**RE:** Official Posting Location for City Council and Non-Quasi-Judicial Board and Commission Meeting Notices

Iowa House File 2490, adopted in 2026, requires governmental bodies to annually designate a prominent and conspicuous location where public meeting notices, more commonly referred to as agendas, will be posted in a manner that ensures the notice is always visible. The legislation also requires that public notices be posted on the primary internet site owned, maintained, and regularly updated by the governmental body, when applicable. Under Iowa Code §21.2, "governmental body" encompasses the City Council as well as all City boards and commissions.

These agendas have historically been posted on the City's website and will continue to be posted there. The enclosed resolution formally designates the City's website as the official electronic posting location in compliance with the law.

The resolution also identifies the official physical posting location for City Council agendas and all non-quasi-judicial boards and commissions listed below:

<u>Non-Quasi-Judicial Boards and Commissions:</u>

- Airport Commission
- Airport Zoning Commission
- Arts and Cultural Affairs Advisory Commission
- Board of Library Trustees
- Cable TV Commission
- Civic Center Advisory Commission
- Community Development Advisory Commission
- Historic Preservation Commission
- Investment and Cash Management Oversight Advisory Commission
- Long Range Planning Advisory Commission
- Parks and Recreation Advisory Commission
- Resilient Community Advisory Commission
- Transit Advisory Board
- Zoning Advisory Commission

To meet the statutory requirement that agendas be posted in a location with constant visibility, the resolution indicates that all governmental body agendas will be posted outside City Hall on the Iowa Street side. While a display case is currently in place at this location, its size is insufficient to accommodate multiple agendas. The City Clerk's Office and Communications Office are evaluating options for a display case that can better accommodate numerous agendas.

The resolution further states that these designations will remain in effect unless replaced by a future annual designation of the City Council. This ensures staff will not need to return to the City Council each year to reaffirm the same posting location.

Quasi-judicial boards and commissions have the legal authority to conduct hearings, evaluate evidence, and apply applicable laws in order to render decisions, which are functions that parallel those of a court. Because they operate as impartial decision-makers, they fall outside the City Council's authority to designate where their agendas must be posted. Accordingly, the City Clerk's Office will work directly with each quasi-judicial board and commission listed below to adopt a resolution establishing City Hall as the physical posting location for agendas and the City's website as the location for electronic posting.

<u>Quasi-Judicial Boards and Commissions:</u>

- Airport Zoning Board of Adjustment
- Building Code Advisory and Appeal Board
- Civil Service Commission
- Housing Appeals and Mediation Board
- Housing Commission
- Human Rights Commission
- Zoning Board of Adjustment

I respectfully request that the Mayor and City Council adopt the resolution designating the official agenda posting locations for the City Council and all non-quasi-judicial boards and commissions.

Cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Randy Gehl, Communications Director

**RESOLUTION NO.**

**DESIGNATING THE OFFICIAL PUBLIC NOTICE LOCATION FOR MEETING NOTICES OF THE CITY COUNCIL AND ALL NON-QUASI-JUDICIAL BOARDS AND COMMISSIONS PURSUANT TO IOWA CODE CHAPTER 21**

Whereas, Iowa Code Section 21.4, as amended by House File 2490, requires governmental bodies to annually designate a prominent and conspicuous location where public meeting notices and agendas will be posted in a manner such that the notice is visible at all times; and

Whereas, the amendments also require public notices be posted on the primary internet site owned, maintained, and regularly updated by the governmental body, if applicable; and

Whereas, the City Council seeks to designate an official location for posting public meeting notices for the City Council and all non–quasi-judicial Boards and Commissions, along with identifying the primary internet site used for posting such notices.

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

Section 1. The designated physical posting location for public meeting notices of the City Council and all non-quasi-judicial Boards and Commissions, listed below, shall be the display case on the Iowa Street side of City Hall, 50 West 13th Street, Dubuque, Iowa.

Non-Quasi-Judicial Boards and Commissions:
Airport Commission
Airport Zoning Commission
Arts and Cultural Affairs Advisory Commission
Cable TV Commission
Civic Center Commission
Community Development Advisory Commission
Historic Preservation Commission
Investment and Cash Management Oversight Advisory Commission
Library Board of Trustees
Long Range Planning Advisory Commission
Parks and Recreation Commission
Resilient Community Advisory Commission
Transit Advisory Board
Zoning Advisory Commission

Section 2. The designated internet site used for posting public notices for open meetings is the City's website at www.cityofdubuque.org

Section 3. This designation shall remain in effect until superseded by a subsequent annual designation of the City Council.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 9.**

---

| | |
|---|---|
| **ITEM TITLE:** | Civil Service Recertified Fire Promotional Lists – Date Correction |
| **SUMMARY:** | Civil Service Commission submitting the certified list for the positions of Fire Lieutenant, Division/Bureau Chief, Fire Equipment Operator, Assistant Fire Marshal, EMS Supervisor, and Fire Captain, which were recently recertified to correct the list's date to the original certification date of March 12, 2025. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Make Matter of Record |

**ATTACHMENTS:**

1. Staff Memo
2. Civil Service Certified List

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

**FROM:** Adrienne Breitfelder, City Clerk

**DATE:** August 27, 2026

**RE:** Civil Service Recertified Fire Promotional List – Date Correction

The Civil Service Commission certified the promotional eligibility list for the positions of Fire Lieutenant, Division/Bureau Chief, Fire Equipment Operator, Assistant Fire Marshal, EMS Supervisor, and Fire Captain on March 12, 2025.

At the January 14, 2026, Civil Service Commission meeting, the Fire Department requested removal of a candidate's name from the Fire Lieutenant eligibility list at the candidate's request. During the update process, the list was inadvertently changed to reflect a new certification date of January 14, 2026. This unintended change would have extended eligibility for all listed ranks beyond the two-year validity period indicated in the list.

To correct this issue, at the August 12, 2026, Civil Service Commission meeting, the Commission recertified the fire promotional positions list with the original certification date of March 12, 2025. The corrected list is enclosed with this agenda item.

Cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Amy Scheller, Fire Chief
Pam McCarron, Permit Clerk

THE CITY OF DUBUQUE
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City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

March 12, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, examinations for the positions of Fire Lieutenant, Fire Equipment Operator, Fire Captain, EMS Supervisor, Assistant Fire Marshal, and Division/Bureau Chief (Leadership) positions were given on February 18, February 19, and February 20, 2025. We, the Civil Service Commission, hereby certify that the individuals listed below have passed these written examinations and the vacancy for these positions should be made from this list and that this list is good for two (2) years from the above date.

**Fire Lieutenant**
1. Jefffrey Pregler
2. Tanner Denlinger
3. Kyle Mueller
4. Brian Pape
5. Jeff Schmitt
6. Joseph Schmitt
7. Kyle Knutson

**Division/Bureau Chief**
1. Nicholas Esch
2. Samuel Janecke
3. Larry Ewert
4. Daniel Schuster
5. Todd Sieverding

**Fire Equipment Operator**
1. Chris Welu
2. Joseph Schmitt
3. Zachary Gifford

**Assistant Fire Marshal**
1. Dan Schuster

**EMS Supervisor**
No candidates tested

**Fire Captain**
1. Daniel Schuster
2. Charles Blasen
3. Ryan Neuhaus

Respectfully submitted,

Civil Service Commissioner

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 10.**

---

| | |
|---|---|
| **ITEM TITLE:** | "Let's Go!" Fall 2026 Parks & Recreation Programs & Events Utility Bill Insert |
| **SUMMARY:** | City Manager providing a copy of a flyer highlighting examples of some of the City of Dubuque Parks and Recreation Department's Fall 2026 programs and events, which will be mailed with City utility bills from September 10 through October 1. The full Let's Go! Fall Activities Guide is available online at www.cityofdubuque.org/recreation |
| **SUGGUESTED DISPOSITION:** | Receive and File |

**ATTACHMENTS:**

1. LetsGo Fall2026

CITY OF DUBUQUE PARKS & RECREATION

# LET'S GO!

## FALL PROGRAMS & EVENTS

From youth sports, recreational classes, and art programs to adult athletics, chair yoga, and dance classes, City of Dubuque Parks and Recreation has something for everyone to learn, play, and stay active!

Explore the full Let's Go! Fall Activities Guide online for a complete list of classes, sports leagues, events, and more.




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PARKS & RECREATION

**Scan the QR code or visit**
**CITYOFDUBUQUE.ORG/RECREATION**

## UPCOMING PROGRAMS

### October Chair Yoga

Tues., Oct. 6-26, 9:30-10:15 a.m.
Fri., Oct. 2-30, 9-9:45 a.m. FREE!

Join Pam Connolly, certified group fitness instructor, as she leads you to a safe alternative to strengthen your mind and body. Chair yoga will increase flexibility, enhance muscles, and improve balance and core strength without leaving your seat! This is a free program. Class is located at the Multicultural Family Center, 1157 Central Ave.

### Halloween Dance Party

Weds., Oct. 14, 6-8 p.m. $5

Get into the Halloween spirit! All ages and abilities are welcome to enjoy an evening of dancing, music, and fun. Join us at the Roosevelt Middle School Cafeteria.



### Youth Esports

Ages: 4th & 5th graders $125
Sat., Sept. 12–Dec. 12 | 10 a.m.–12 p.m.

Ages: Middle Schoolers $125
Tues., Sept. 8–Dec. 9 | 6–8 p.m.

DBQ Esports League (DEL) is a nonprofit organization that provides a safe, social gaming environment while encouraging social-emotional health, career exploration, and STEM education. Participants will play interactive games together in a relaxed, social setting.

### Mini YogArt Camp

Ages: 5-12 yrs. $30
Fri., Oct. 30 10-12 p.m.

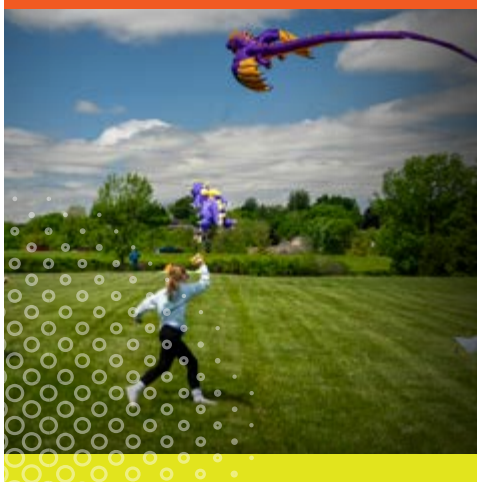
Looking for a fun and creative way to spend a day off from school? Combine movement and art to enjoy yoga, mindful activities, hands-on art projects, and time to connect with others in a fun and supportive environment.











## Playdough, Slime, and Sand Creations

Ages: 2–4 yrs. $12
Tues., Sept. 29 10–11 a.m.

Everyone loves to squish, flatten, and roll playdough! In this class we will get to do lots of that as we craft fun and exciting playdough masterpieces such as robots, ladybugs, snowmen, snails and more! We will also work with slime, kinetic sand, and make sand creations.

## Sensory Art and Activities

Ages: 18 mo. – 4 yrs. $12
Weds., Oct. 7 10–11 a.m.

Join us for a morning of exciting activities with you and your child. We will have numerous sensory stations set up through our classroom allowing you to engulf your child in diverse sensory opportunities. We will also engage in sensory art activities that everyone will love. This is your opportunity to participate with your child in a collective atmosphere.

## Little Gym

Ages: 18 mo.–4 yrs. $30
Dec. 1, 8, & 15 9-10:30 a.m.



We're transforming a portion of the second floor of the National Mississippi River Museum & Aquarium into a fun, interactive play gym! Children can explore bounce houses, ball pits, learning stations, balance beams, mats, and much more in a fun, unstructured environment designed to encourage movement, creativity, social skills, and discovery. Parents and caregivers can join in the fun and enjoy quality time with their children.

## Adult Basketball & Volleyball Leagues

Basketball: $625/team
Volleyball: $210/team

Form your own team and compete in a 12-game adult league! Basketball and volleyball leagues are available for adults ages 18 and older, with play beginning the week of Monday, Nov. 2. Basketball teams can choose from available league options, while volleyball teams can register for men's, women's, or co-ed leagues.

Registration closes Friday, Oct. 16. League openings are filled on a first-come, first-served basis.

### TO REGISTER FOR PROGRAMS ONLINE

## CREATE A RECTRAC ACCOUNT!

**Step 1:** Go to www.cityofdubuque.org/letsgo and click "SIGN IN / REGISTER" on the top right corner.

**Step 2:** Click "Don't have an account? Sign Up Now" under the RecTrac Login box.

**Step 3:** Complete the "Create New Household" form. The required fields are in red. If applicable, don't forget to add your family members by clicking the blue "Add New Member" box.

**Step 4:** Explore the RecTrac system and register!

For questions or to register by phone, call Parks & Recreation at 563-589-4263.

## $150 FAMILY SCHOLARSHIP

The Parks and Recreation Family Scholarship is a $150 household credit for income-qualified families (two or more related people from the same address). Scholarship credits can be used for:

- **full price recreation classes**
- **swim lessons**
- **pavilion rental or swimming pool rental**
- **Eagle Point Park season pass**
- **Pet Park season pass**

Apply online at
**www.cityofdubuque.org/recreation**



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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 11.**

| | |
|---|---|
| **ITEM TITLE:** | JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Award Construction Contract |
| **SUMMARY:** | City Manager recommending City Council adopt the resolution awarding the JFK Tower Interior Piping and Expansion Joint Replacement Project contract to Landmark Structures I, L.P. of Southlake, Texas in the amount of $54,840.00.<br>**RESOLUTION** Awarding The Public Improvement Contract For The JFK Tower Interior Piping And Expansion Joint Replacement Project |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo JFK Tower Interior Piping and Expansion Joint Replacement Project - Award Construction Contract
2. Staff Memo JFK Tower Piping Imp Bid Award
3. JFK Tower Piping Imp Bid Award 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:** JFK Tower Interior Piping and Expansion Joint Replacement Project - Award Construction Contract

**DATE:** September 1, 2026

Water Department Director Christopher Lester is recommending City Council adopt the resolution awarding the JFK Tower Interior Piping and Expansion Joint Replacement Project contract to Landmark Structures I, L.P. of Southlake, Texas in the amount of $54,840.00.

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
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Eldon Schneider, Water Project Supervisor
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 Lester, Water Department Director

**DATE:** August 11, 2026

**SUBJECT:** JFK Tower Interior Piping and Expansion Joint Replacement Project - Award Construction Contract

## INTRODUCTION

The purpose of this memorandum is to request the City Council award the JFK Tower Interior Piping and Expansion Joint Replacement Project contract to Landmark Structures I, L.P. of Southlake, Texas in the amount of $54,840.00.

## BACKGROUND

The City of Dubuque budgets for and conducts routine water storage inspection and maintenance activities under the Water Storage Rehabilitation Program. Specific improvements related to the inspections can be issued as capital improvement projects. The JFK Tower Interior Piping and Expansion Joint Replacement Project (CIP No. 4281000080) is the result of prior year inspections and improvement recommendations. During the inspection of the JFK Tower (constructed by Landmark Towers in 2001), the existing expansion joint was noted to be in a state of disrepair. Additionally, the replacement would require the dewatering of the elevated water tank in order to make the repair. So, the recommendations included adding a new isolation valve between the fitting and tank contents, making future maintenance on the fitting possible without dewatering.

The JFK Tower interior piping existing expansion joint is in a state of disrepair and requires replacement to mitigate against a failure which would result in a loss of tank contents. The replacement must take place under dewatered conditions and therefore the addition of an isolation valve is included in the project scope, which will require minor piping adjustments.

Water Department staff have prepared the plans and specifications for the work, including piping modifications and valve addition, expansion joint replacement, and preparing the modification areas for refill. The piping modifications details will be included in the project as a delegated design element, prepared by the tank fabricator's licensed professional. The scope of work and bidding documents have been finalized and are now ready to be advertised for bidding.

Please note that due to the tank needing to be dewatered under this project, the Water Department is planning to conduct a dry tank cleaning and inspection project in coordination

with the tank piping project and include the scope related to dewatering and cleaning the tank, conducting the tank inspection under dry conditions, and preparing the tank for refill. The inspection and cleaning efforts will be funded through a separate project CIP and a separate approval request.

The Engineer's Construction Cost Estimate is $60,000.00.

## DISCUSSION

The City Council approved Bid Initiation proceedings at its meeting on August 3, 2026, and the project was publicly advertised on August 7, 2026.

The public hearing for reviewing the proposed plans and specifications, form of contract, and estimated project cost was conducted on August 17, 2026. At that meeting, the Council granted approval of the plans, specifications, form of contract, and estimated cost for the project.

Sealed bids for the JFK Tower Interior Piping and Expansion Joint Replacement Project were received and publicly opened on August 27, 2026. Landmark Structures I, L.P. of Southlake, Texas submitted the apparent low lump sum base bid in the amount of $54,840.00.

A summary of the bid proposals received is as follows:

| Bidder No. | Contractor Name | Lump Sum Bid Amount |
|---|---|---|
| 1 | Landmark Structures | $54,840.00 |

The lump sum base bid of $54,840.00 is 8.6% lower than the estimate of $60,000.00. Water Department staff have reviewed the bids and determined Landmark Structures meets the bidding requirements and can complete the project as specified. Staff recommends awarding the contract at a contract value of $54,840.00.

## PROJECT SCHEDULE

The schedule for the project is as follows:

- Council Initiate — August 3, 2026
- Advertise for Bids — August 5, 2026
- Publish the Public Hearing Notice — August 7, 2026
- Public Hearing — August 17, 2026
- Receipt of Bid Proposals — August 27, 2026
- Award Construction Contract — September 7, 2026
- Mobilize Construction Contractor — November 9, 2026
- Substantial Completion Date — November 20, 2026
- Final Completion Date — December 18, 2026

**BUDGET IMPACT**

The estimate of probable cost for the JFK Tower Interior Piping and Expansion Joint Replacement Project (CIP No. 4281000080) is provided as follows:

| Description | Cost Estimate |
|---|---|
| Legal Expenses | $0.00 |
| Land and Easements | $0.00 |
| Professional Services (Report or Planning) | $0.00 |
| Professional Services (Design) | $0.00 |
| Professional Services (Construction) | $0.00 |
| Construction | $50,000.00 |
| Equipment | $0.00 |
| Contingency | $10,000.00 |
| **Total Estimated Project Cost** | **$60,000.00** |

FY27 Budgeted Expenses for the JFK Tower Interior Piping and Expansion Joint Replacement Project (CIP No. 4281000080) are provided as follows.

| CIP | Fund | Budgeted Expenses | Amount |
|---|---|---|---|
| 4281000080 | WCF | Construction | $50,000.00 |
| **Total Project Budgeted Expenses** | | | **$50,000.00** |

The proposed contract is above the FY27 expense budget, which has a current available expense value of $50,000.00 (as of 07/01/2026). Coverage for expense overages are proposed to come from the Water Storage Rehabilitation Program (CIP No. 4281000020) which is also being used for the dry tank cleaning and inspections activities being conducted at the JFK Tank in coordination with this project. CIP 4281000020 has a current available construction expense value of $25,000.00 (as of 07/01/2026) that can be utilized for this purpose.

**ACTION TO BE TAKEN**

I respectfully request that the City Council adopt the resolution award the JFK Tower Interior Piping and Expansion Joint Replacement Project contract to Landmark Structures I, L.P. of Southlake, Texas in the amount of $54,840.00.

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Nick Connolly, Water Operations Supervisor

Prepared by Christopher Lester, City of Dubuque Water Department,1902 Hawthorne St. Dubuque IA 52001 (563) 589-4291. Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

**RESOLUTION NO.**

**AWARDING THE PUBLIC IMPROVEMENT CONTRACT FOR THE JFK TOWER INTERIOR PIPING AND EXPANSION JOINT REPLACEMENT PROJECT**

WHEREAS, the City Council, by Resolution No. 294-26, dated 3rd day of August, 2026, preliminary approved the proposed plans, specifications, form of contract and estimated cost in the amount of $60,000.00 for the JFK Tower Interior Piping and Expansion Joint Replacement Project (the Project) and ordered that the project be advertised for bids; and

WHEREAS, the City Council, by Resolution No. 318-26, dated 17th day of August, 2026, approved the proposed plans, specifications, form of contract and estimated cost in the amount of $60,000.00 for the JFK Tower Interior Piping and Expansion Joint Replacement Project; and

WHEREAS, sealed proposals have been submitted by contractors for the JFK Tower Interior Piping and Expansion Joint Replacement Project pursuant to Resolution No. 294-26 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 5th day of August, 2026; and

WHEREAS, said sealed proposals were opened and read on the 27th day of August, 2026 and it has been determined that Landmark Structures I, L.P. of Southlake, Texas, in the base bid amount of $54,840.00 and total bid amount, is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Landmark Structures I, L.P., 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 _____ day of _____, _____.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 12.**

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

**ATTACHMENTS:**

1. Housing Incentives - New Units Handout - Aug 19 2026

# CREATING HOUSING OPPORTUNITIES

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

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

# 2,598 Total Lots/Units
## as of August 19, 2026, including
# 390 Workforce Units

**Residential Subdivision Lot Availability**

| Development | Location | Lots/Units Available | Use |
|---|---|---|---|
| North Grandview Estates | North Grandview/32nd Street | 32 Lots/Units | Single-Family/Apartment |
| Rustic Point Estates #2 | Derby Grange/Kennedy Roads | 40 Units | Single-Family/Duplex |
| Sky Blue Estates* | Sky Blue Drive | 4 Lots | Single-Family |
| Silver Oaks Subdivision | Elmwood/Silver Oaks Drive | 127 Lots | Single-Family/Duplex |
| South Pointe Estates* | Rockdale Rd./South Pointe Dr. | 37 Units | Single-Family/Duplex |
| Timber-Hyrst Estates | Creekwood Drive/Cherry Ridge | 21 Lots | Single-Family/Duplex/Townhomes |
| The Farm/Switch Homes | End of Tiffany Court | 18 Lots | Single-Family |
| Villas on Valeria | Valeria Street | 8 Units | Market Rate Townhomes |

*Subdivision has additional phases

**TOTAL: 287**

**Residential Development - Under Review**

| Development | Location | # of Lots/Units | Use |
|---|---|---|---|
| **Visitation/AHNI** | **900 Alta Vista Street** | **25 Units** | **Workforce Apartments** |
| Carter Road Apartments | Carter Road | 40 Units | Market-Rate Apartments |
| Farley & Loetscher, LLC | 801 Jackson Street | 126 Units | Market-Rate Apartments |
| Bridge Lofts | 35 Locust Street | 106 Units | Market-Rate Apartments/Mixed Use |
| Millwork Flats | 1065 Jackson Street | 76 Units | Market-Rate Apartments |
| Corridor DBQ | 1527 Central Avenue | 10 Units | Market-Rate Apartments |
| Thunder Valley Development, LLC | Radford Road | 72 Units | Market-Rate Apartments |
| Williams Duplex | Key Way/Keystone Drive | 2 Units | Market-Rate Apartments |
| Ellis Mixed-Use Development | JFK Road/Northwest Arterial | 28 Units | Market-Rate Apartments/Mixed Use |

**TOTAL: 485**

**Residential Subdivision - Under Review**

| Development | Location | # of Units | Use |
|---|---|---|---|
| Sky Blue Estates #3 | Sky Blue Drive | 15 Lots | Single-Family |

**TOTAL: 15**

**Residential Subdivision - Under Construction**

| Development | Location | # of Units | Use |
|---|---|---|---|
| The Farm/Switch Homes | End of Tiffany Court | 84 Lots | Single-Family |
| South Pointe Phase 2 | South Pointe Drive | 21 Lots<br>22 Units | Single-Family<br>Duplex |

**TOTAL: 127**

**ADDITIONAL DETAILS ON BACK**

CONTINUED FROM PAGE 1

| Residential Development - Under Construction | | | |
|---|---|---|---|
| **Development** | **Location** | **# of Units** | **Use** |
| **Carich Property LLC Apartments** | **1734-36 Central Avenue** | **8 Units** | **Workforce/Market-Rate Apartments** |
| Fox Hills Apartments | End of Plaza Drive | 390 Units | Market-Rate Apartments |
| 1701 Central Ave. Apartments | 1701 Central Avenue | 4 Units | Market-Rate Apartments |
| 1301 Central Ave. Apartments | 1301 Central Avenue | 30 Units | Market-Rate Apartments |
| **Habitat for Humanity** | **Rosalynn Carter Place** | **11 Units** | **Workforce Single-Family Homes** |
| The Landings at Cedar Cross | 380 Cedar Cross Road | 120 Units | Market-Rate Apartments/Mixed Use |
| Iowa Street Lofts | 1248 Iowa Street | 13 Units | Market-Rate Apartments |
| Novelty Iron Works Condominiums | 333 E. Tenth Street | 34 Units | Market-Rate Apartments |
| Hitzler Rental LLC Apartments | 2541 Central Avenue | 5 Units | Market-Rate Apartments |
| Rider on Main | 200 W. Fifth Street | 102 Units | Market-Rate Apartments/Mixed Use |
| Miller Five-Plex | Eastgate Court | 5 Units | Market-Rate Apartments |
| Wilson House Apartments | 1243 Locust Street | 5 Units | Market-Rate Apartments |

**TOTAL: 727**

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

**TOTAL: 35**

| Completed/Constructed Developments | | | |
|---|---|---|---|
| **Development** | **Location** | **# of Units** | **Use** |
| 1706 Central Apartments | 1706 Central Avenue | 11 Units | Market-Rate Apartments |
| 799 Main Street Apartments | 799 Main Street | 36 Units | Market-Rate Apartments |
| **Gardens of Dubuque** | **1895 Radford Road** | **50 Units** | **Workforce Family Housing Apartment** |
| Kretschmer Lofts | 895 Washington Street | 48 Units | Market-Rate Apartments |
| **Roosevelt West** | **1865 Radford Road** | **44 Units** | **Workforce Senior Housing Apartment** |
| Miller 4-Plex | 3545 East Gate Court | 4 Units | Market-Rate Apartments |
| Mount Carmel - Sisters of Charity I Phase 1 | 1100 Carmel Drive | 60 Units<br>46 Units<br>22 Units | Skilled Nursing<br>Assisted Living<br>Memory Care |
| Mount Carmel - Sisters of Charity II | 1100 Carmel Drive | 116 Units | Independent Living |
| Chadwick Block Apartments | 249 W. 1st Street | 4 Units | Market-Rate Apartments |
| Old Prescott School | 1199 Central Avenue | 12 Units | Market-Rate Apartments |
| 1047 Bluff Street Apartments | 1047 Bluff Street | 2 Units | Market-Rate Apartments |
| 1398 White Street Apartments | 1398 White Street | 2 Units | Market-Rate Apartments |
| South Pointe Rowhouses | Rolling Creek Lane | 6 Units | Market-Rate Townhomes |
| 744 Main Street | 744 Main Street | 2 Units | Market-Rate Apartments |
| HG Apt LLC Apartments | 2901 Central Avenue | 18 Units | Market-Rate Apartments |
| Century Square Apartments | 1504 Bies Drive | 54 Units | Market-Rate Apartments |
| South Point Rowhouse | 1368-1378 Autumn Ridge | 4 Units | Market-Rate Townhomes |
| Padua Place Apartments | 2175 Rosedale Avenue | 14 Units | Market-Rate Apartments |
| **Emri Apartments** | **Radford Road** | **48 Units** | **Workforce Family Housing Apartments** |
| Cedar Lake Apartments | Lake Ridge Drive | 42 Units | Market-Rate Apartments |
| Plastic Center, Inc. | 408 W. 5th Street | 9 Units | Market-Rate Apartments |
| CK Construction Four-Plex | 1104 Lincoln Avenue | 4 Units | Market-Rate Apartments |
| The Landings at Cedar Cross | 380 Cedar Cross Road | 60 Units | Market-Rate Apartments/Mixed Use |
| **Union at the Marina** | **1860 Hawthorne Street** | **201 Units** | **Workforce Family Housing** |
| **Habitat for Humanity** | **Roslyn Carter Place** | **3 Units** | **Workforce Single-Family Homes** |

**TOTAL: 922**



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**City of Dubuque**
**City Council**

**CONSENT ITEMS # 13.**

| | |
|---|---|
| **ITEM TITLE:** | Updated Workforce Housing Utility Bill Insert |
| **SUMMARY:** | City Manager providing an updated version of the City's Workforce Housing flyer, which will be mailed with City utility bills from September 10 through October 1. |
| **SUGGUESTED DISPOSITION:** | Receive and File |

**ATTACHMENTS:**

1. Workforce Housing Flyer Aug2026

# WORKFORCE HOUSING

THE CITY OF DUBUQUE
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## FOUNDATIONS FOR THE FUTURE



*Emri Apartments, Radford Rd.*



*Rosalynn Carter Place Project, Wood St.*



*Union at the Marina, Hawthorne St.*

## What is "workforce housing?"

Workforce housing is generally defined as housing for which the occupant is paying no more than 30% of their gross income for housing costs, including utilities.

## How does it support the community?

### Supports Workforce Retention and Attraction

Workforce housing provides affordable living options for individuals and households, helping residents live closer to where they work and contribute to the community. Without nearby housing options, these workers may be forced to live farther away, leading to longer commutes, increased absenteeism, and difficulty filling local job vacancies.

### Boosts Local Spending

When residents spend less on housing, they have more disposable income to spend at local businesses, which strengthens the city's economy. This increases sales tax revenues and supports small businesses that are often the backbone of smaller communities.

### Encourages Economic Development

Local businesses considering expansion or new businesses coming to a community assess the availability of workforce housing. A lack of it can be a barrier to retaining existing employees or attracting new employees, as it impacts both their current and future workforce.

### Workforce Housing Improves Quality of Life

Stable workforce housing improves health outcomes, educational performance, and employment stability.

### ★ Promotes Neighborhood and Community Stability

Workforce housing offers affordable living options for long-time Dubuque residents who wish to remain in their neighborhood, maintaining close connections with neighbors, family, and friends. **If we hope for our children and grandchildren to stay in Dubuque, they need a place to live.**

## Why is workforce housing needed?

A 2022 workforce housing study commissioned by Greater Dubuque Development Corporation (GDDC) showed the city of Dubuque needed at least 1,100 housing units by 2030 to support the workforce expansion needs of existing businesses.

The City Council approved expanded financial incentives in 2022 to support more housing development and 2,400 units have been built or are planned.

GDDC's most-recent interviews of 255 local business leaders and executives on the long-term viability of their companies and the community found that their number one concern is housing availability and affordability.

A 2025 housing needs assessment analyzing demographic trends, current housing vacancy rates, and other factors predicts Dubuque County, including the city of Dubuque, will need up to 2,500 additional units by 2035, in addition to the 2,400 units currently proposed, under construction, or recently completed.

## Who is eligible for workforce housing?

Workforce housing is designed to support individuals and families who earn moderate incomes and seek affordable living options within the communities where they work and live. Eligibility is typically based on income guidelines and local housing policies.

Workforce housing provides flexible living options for individuals looking to downsize or transition to apartment living, while remaining in the neighborhoods they know and love.

Income limits for tenants vary by location and are based on Median Family Income estimates and Fair Market Rent area definitions for each area. The income limits for workforce housing projects in the city of Dubuque are:

| Household Size | Max. Income based on 50% AMI | Max. Income based on 60% AMI | Max. Income based on 70% AMI |
|---|---|---|---|
| 1 | $37,250 | $44,700 | $52,150 |
| 2 | $42,550 | $51,060 | $59,570 |
| 3 | $47,850 | $57,420 | $66,990 |
| 4 | $53,150 | $63,780 | $74,410 |

## AFFORDABLE RIVERFRONT LIVING

One notable example of workforce housing that was just completed in Dubuque is the Union at the Marina, a $55 million project located at 2660 Kerper Blvd.

The property was vacant for over 10 years before being purchased and developed by The Annex Group, as part of a development agreement with the City of Dubuque. This is The Annex Group's fifth development project in Iowa.

Union at the Marina features two, four-story buildings with a total of 201 units:

- 85 one-bedroom units,
- 79 two-bedroom units, and
- 37 three-bedroom units.

Amenities include a playground, community center, fitness center, picnic area, dog-walking area, and on-site property management. The apartments are adjacent to Sutton Pool and AY McDonald Park, on a Jule bus route providing easy access to groceries and healthcare, within walking distance of hundreds of good-paying job opportunities, and have beautiful views of the Mississippi River.

Construction is complete and units are available.



*Over the last several years, nearly 400 workforce housing units have been constructed or are currently under construction throughout the community.*

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ED013-082626

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**City of Dubuque**
**City Council**

**CONSENT ITEMS # 14.**

| | |
|---|---|
| **ITEM TITLE:** | Loras Boulevard Reconstruction and Repairs Project - Acceptance of Public Improvement |
| **SUMMARY:** | City Manager recommending City Council adopt the attached resolution accepting the public improvements and to authorize the payment of the final contract amount of $341,534.77 to Eastern Iowa Excavating & Concrete, LLC, for the Loras Boulevard Reconstruction and Repairs Project. **RESOLUTION** Accepting The Loras Boulevard Reconstruction And Repairs Project And Authorizing Final Payment To The Contractor |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Loras Boulevard Reconstruction and Repairs Project Acceptance of Public Improvement
2. 2026-09-01_Loras-ReconAndRepair-AcceptanceMemo
3. Acceptance Resolution_Loras-ReconAndRepair Project
4. CertificateOfCompletion_Loras-ReconAndRepair Project

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Loras Boulevard Reconstruction and Repairs Project
Acceptance of Public Improvement

**DATE:** September 3, 2026

Assistant Public Works Director – Project Manager Max O'Brien is recommending City Council adopt the attached resolution accepting the public improvements and to authorize the payment of the final contract amount of $341,534.77 to Eastern Iowa Excavating & Concrete, LLC, for the Loras Boulevard Reconstruction and Repairs 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
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director

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**TO:** Michael C. Van Milligen, City Manager

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

**SUBJECT:** Loras Boulevard Reconstruction and Repairs Project
Acceptance of Public Improvement

**DATE:** September 1, 2026

## INTRODUCTION
The enclosed resolution provides for the acceptance of the construction contract for the Loras Boulevard Reconstruction and Repairs Project.

## BACKGROUND
This project included the reconstruction and rehabilitation of approximately 0.28 centerline miles of Loras Boulevard in the City of Dubuque, Iowa. The scope of work included the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation consisted of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding was provided.

This project was originally identified as needed and was planned for completion in late 2026 or early 2027, however the project was rescheduled to accommodate RAGBRAI event for safety purposes. While not specifically budgeted, the project is utilizing general recurring pavement rehabilitation CIP's that are budgeted each year.

The project was initiated for bid by City Council on April 20, 2026. The project was publicly advertised for bid April 22, 2026. There was a Public Hearing held during the May 4, 2026 City Council hearing. The project was awarded by City Council to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa, in the bid amount of $405,706.20 on May 18, 2026.

## DISCUSSION
The Loras Boulevard Reconstruction Project was substantially completed on July 8, 2026, and finally completed on September 1, 2026 by Eastern Iowa Excavating & Concrete, LLC in the final contract amount of $341,534.77.

**BUDGET IMPACT**

The summary of project costs for the Loras Boulevard Reconstruction and Repairs Project is as follows:

| Description | Cost Estimate | Award | Final |
|---|---|---|---|
| Construction | $ 379,434.50 | $ 405,706.20 | $ 341,534.77 |
| Contingency (10%) | *$ 37,943.45 | $ 40,570.62 | $ 0.00 |
| Engineering (10%) | $ 65,750.00 | $ 65,750.00 | $ 65,750.00 |
| **Total Project Cost** | **$ 483,127.95** | **$ 512,026.82** | **$ 407,284.77** |

The construction of the Loras Boulevard Reconstruction and Repairs Project was paid for by the funding source as described below:

| Project No. | Fund Description | Fund Amount |
|---|---|---|
| 5521000018-301-67990 | Pavement Rehabilitation | $600,000.00 |

**ACTION STEP**

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 $341,534.77 to Eastern Iowa Excavating & Concrete, LLC, for the Loras Boulevard Reconstruction and Repairs Project.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works 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 City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

# RESOLUTION NO. -26

## ACCEPTING THE LORAS BOULEVARD RECONSTRUCTION AND REPAIRS PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Loras Boulevard Reconstruction and Repairs Project (the Project) provided for the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation consisted of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding was provided; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, to Eastern Iowa Excavating & Concrete, LLC (Contractor), and the Public Works Department has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $341,534.77;

WHEREAS, the Contractor has previously been paid $331,288.72, leaving a balance of $10,246.04; and

WHEREAS, the City Council finds that the recommendation of the Public Works Department should be accepted.

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

Section 1. The recommendation of the Assistant Public Works Director – Project Manager is approved and the Project is hereby accepted 8th day of September, 2026.

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $10,246.04 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.

Section 3. No later than 14 calendar days after this final acceptance of the improvement, the City Clerk shall send a copy of this resolution by certified mail to the principal contractor, the surety on any bond given for the performance of the contract, and any claimant for labor or material who has filed a claim, in accordance with Iowa Code Section 573.16(1)(b).

Principal Contractor:
Eastern Iowa Excavating & Concrete, LLC
121 Nixon Street SE
Cascade, IA 52033

Surety:
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

Passed, approved and adopted this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

**CERTIFICATE OF FINAL COMPLETION OF THE LORAS BOULEVARD RECONSTRUCTION AND REPAIRS PROJECT**

The undersigned Assistant Public Works Director – Project Manager of the City of Dubuque, Iowa, hereby certifies that the Loras Boulevard Reconstruction and Repairs Project has been inspected 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 $407,284.77.

Dated this 1st day of September, 2026.



Max O'Brien, PE, Assistant Public Works Director – Project Manager

Filed in the office of the City Clerk on the _____ day of _____, ____.

Adrienne N. Breitfelder, City Clerk

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 15.**

| | |
|---|---|
| **ITEM TITLE:** | Middle Road Water Main Extension Project - Authorization to Solicit Consulting Engineering Design Services RFQ |
| **SUMMARY:** | City Manager recommending City Council authorize the Water Department to release a request for qualifications (RFQ) for design of the Middle Road Water Main Extension Project. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Middle Road Water Main Extension Project - Authorization to Solicit Consulting Engineering Design Services RFQ
2. Staff Memo Middle Rd WME Authorize Design RFQ Memo

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Middle Road Water Main Extension Project - Authorization to Solicit Consulting Engineering Design Services RFQ

**DATE:** September 1, 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 Middle Road Water Main Extension Project.

Budgeted Expenses for the Middle Road Water Main Extension Project are provided as follows:

| CIP | Fund | Budgeted Expenses | Amount |
|---|---|---|---|
| **FY2027** | | | |
| 4281000083 | WCF (from DICW TIF) | Consulting Engineer (Design Phase) | $600,000.00 |
| 4281000083 | WCF (from DICW TIF) | Consulting Engineer (Construction Phase) | $120,000.00 |
| 4281000083 | WCF (from DICW TIF) | Construction | $1,280,000.00 |
| **Total FY27 Project Budgeted Expenses** | | | **$2,000,000.00** |
| **Proposed FY2028 Additions** | | | |
| 4281000083 | WCF (from DICW TIF) | Consulting Engineer (Construction Phase) | $280,000.00 |
| 4281000083 | WCF (from DICW TIF) | Construction | $2,120,000.00 |
| **Total FY28 Project Budgeted Expenses** | | | **$2,400,000.00** |
| **Total Project Budgeted Expenses (pending Future FY Budget Approvals)** | | | **$4,400,000.00** |

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
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Max O'Brien, Assistant Public Works Director - Project Manager
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Christopher Lester, Water Department Director

**DATE:** August 12, 2026

**SUBJECT:** Middle Road Water Main Extension 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 Middle Road Water Main Extension Project.

## BACKGROUND

This project provides for the extension of water main on the west end of the City to provide a loop to the Dubuque Industrial Center West and to provide service to annexed areas west along Middle Road.

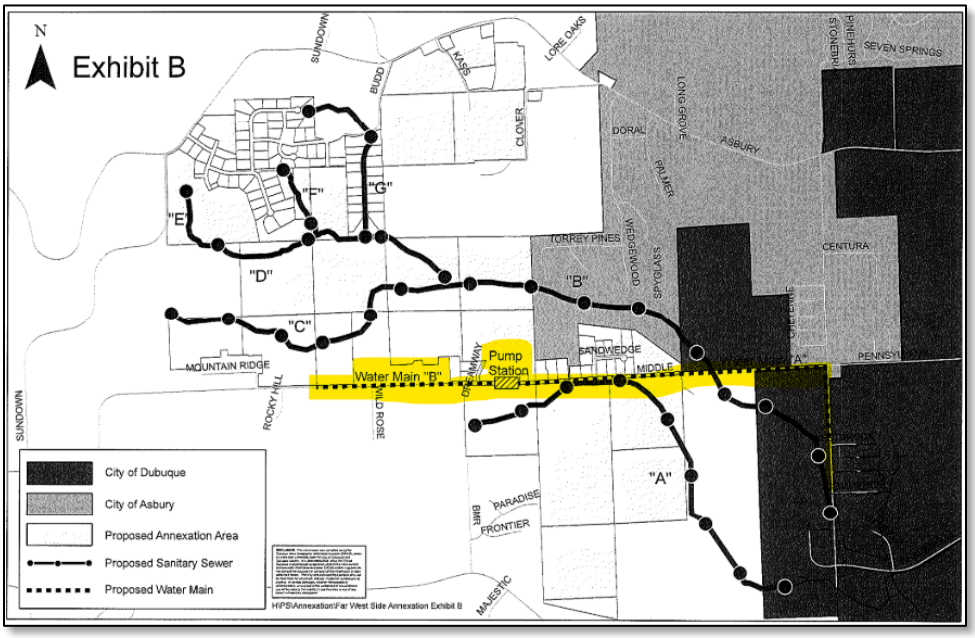
The project addresses the City's responsibilities under two (2) Agreements. The first is a Pre-Annexation Agreement between the City of Dubuque, Iowa and Aloysius P. and Theresa Margaret Merkes (Merkes Agreement). The second is an annexation Agreement between the City of Dubuque, Iowa and Certain Property Owners in Dubuque County, Iowa (Westside Annexation Agreement). Screenshots of the applicable sections of each Agreement are provided below.

As of July 2026, a developer is preparing for the final subdivision plat associated with the Merkes Agreement. A preliminary subdivision plat has been submitted to the City for the development of Parcel 3 for the Westside Annexation Agreement.

Preliminary hydraulic modeling showed that that in order to provide sufficient fire protection water flows to the development covered under the Merkes Agreement, that either a booster pump station near the development, or a connecting loop along Pennsylvania Avenue would be required. The options were reviewed on a quantitive and qualitative basis and the loop water main option was selected, primarily based on its ability to provide water resiliency to Dubuque Industrial Center West and achieve the City's responsibilities associated with other water service agreements in the area in a timely fashion. The two options were similarly estimated in terms of capital cost.

Merkes Agreement screenshot:

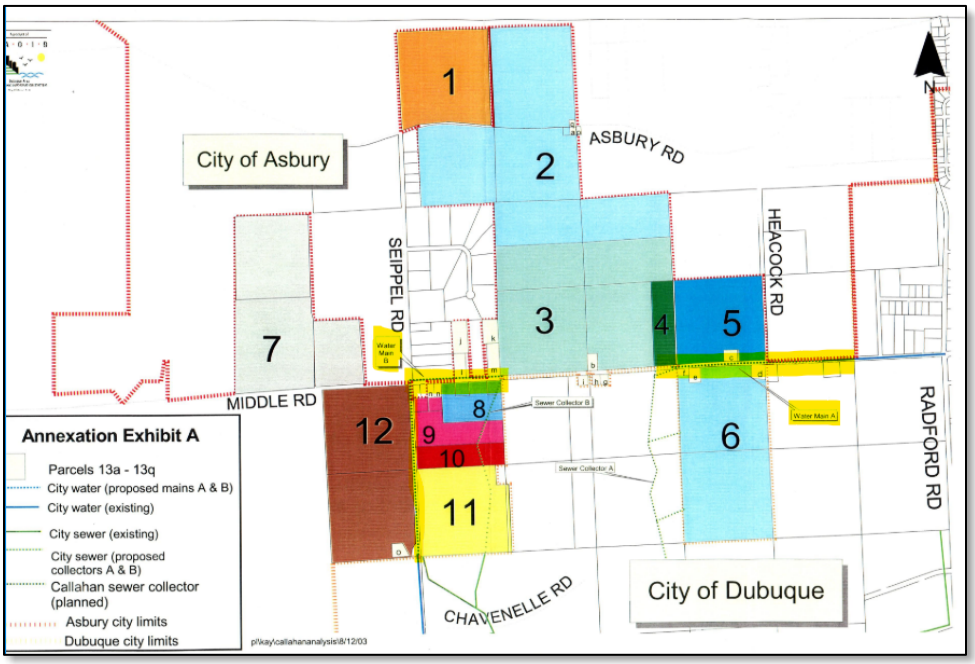
9. City agrees that upon final approval of a final subdivision plat by the City Council of the City of Dubuque for the Property Owners' Property and the commencement of construction of the public improvements required by the resolution approving such plat, City shall not later than twelve months after the commencement of such construction at City's sole expense extend City's Water Main A as shown on Exhibit B. The Property Owners shall provide approximately one (1) acre, more or less, for a pump station site commensurate with the construction of Water Main A. The Property Owners shall be compensated for said site based on fair market value of the site as determined by an independent appraisal in accordance with Iowa law. Any cost to extend Water Main A beyond the point shown on Exhibit B is not the subject of this Agreement. Any property owner who connects to Water Main A shall pay prior to connection the connection charge established by the City in the amount of $11 per lineal foot of property frontage on Middle Road.



Westside Annexation Agreement screenshots:

11. City agrees that upon final approval of a final subdivision plat by the City Council of the City of Dubuque for Parcel 4, 5 or 6 and the commencement of construction of the public improvements required by the resolution approving such plat, City shall not later than twelve months after the commencement of such construction at City's sole expense extend City's Water Main A as shown on Exhibit A. Any cost to extend Water Main A beyond the point shown on Exhibit A is not the subject of this Agreement. A Property Owner who connects to Water Main A shall pay the connection charge established by the City in the amount of $11 per lineal foot of property frontage on Middle Road.

12. City agrees that upon final approval of a final subdivision plat by the City Council of the City of Dubuque for Parcel 1, 2, 3, 8, 9, 10 or 12 and the commencement of construction of the public improvements required by the resolution approving such plat, City shall not later than twelve months after the commencement of such construction at City's sole expense extend City's Water Main B as shown on Exhibit A. Any cost to extend Water Main B beyond the point shown on Exhibit A is not the subject of this Agreement. A Property Owner who connects to Water Main B shall pay the connection charge established by the City in the amount of $11 per lineal foot of property frontage on Middle Road or Seippel Road.



The project consists of two distinct water main extensions, which are expected to be designed under the same design agreement, but constructed under two (2) contracts (this arrangement will be evaluated and confirmed during the design process in coordination with the selected consultant). The first (Contract A) consists of extending 16-in water main along Seippel Road and Middle Road, starting at a 16-in water main dead end on Seippel Road (north of North Westbrook Drive) northward to the intersection of Pennsylvania Avenue and Seippel Road, then westward on Middle Road to a location west of the intersection of Middle Road and Dreamway Drive. The second (Contract B) consists of extending 12-in and 16-in water main along Pennsylvania Avenue from an existing 12-in water main dead end on Pennsylvania Avenue (west of Radford Road) westward to the intersection of Pennsylvania Avenue and Seippel Road. The project will consist of approximately 13,900 LF of 16-in DIP and 900 LF of 12-in DIP in total.

The design and construction of the Project is anticipated to be funded through the Dubuque Industrial Center West (DICW) Tax Increment Financing (TIF) program providing funds to the Water Construction Fund.

This project is a combination of three projects included in the FY2027 Capital Improvement Program (CIP). The intent will be that the scope and description of the current year-approved project (CIP No. 4281000083) will be modified to include the entirety of the scope and the other future year projects will be removed during the development of the FY2028 budget:

- Water Main Extension Pennsylvania Ave (Annex Agreement WM A)
    - $80,000 approved for FY27 as Water Construction Fund
    - $465,000 scheduled for FY28 as Water Construction Fund
- Water Main Extension Seippel Rd and Pennsylvania Ave (Annex Agreement WM B)
    - $585,000 scheduled for FY31 as Water Construction Fund
- West End Annexation Phase II
    - $2,000,000 scheduled for FY28 as SRF Loan

**DISCUSSION**

The Water Department is embarking on starting the design phase of the Middle Road Water Main Extension Project in the Summer of 2026 in order to hit deadlines related planned construction in early 2027 through early 2028, with an intermediate deadline in late Fall 2027. An RFQ has been prepared with the input of various City staff members. The following staff members make up the RFQ Committee. This team will review qualifications of firms that respond and formulate a recommendation:

- Chris Lester, Water, Department Director
- Jennifer Larson, Finance, Chief Financial Officer
- Eldon Schneider, Water (Project Supervisor for the Project)
- Carl Plumley, Water
- Max O’Brien, Public Works

**PROJECT SCHEDULE**

The desired project schedule for the initial phase is as follows:

| | |
|---|---|
| City Council Authorizes Soliciting Design Services RFQ | Aug 17, 2026 |
| City Advertises Design Services RFQ | Aug 19, 2026 |
| Respondent Qualifications Due | Sept 3, 2026 |
| RFQ Committee Reviews Responses and Prepares Shortlist | Sept 10, 2026 |
| RFQ Committee Completes Shortlist Interviews | Sept 14, 2026 |
| RFQ Committee Completes Recommendation to City Manager | Sept 15, 2026 |
| City Council Authorizes Design Services Award | Sept 21, 2026 |
| RFQ Committee and Engineer Prepare Contract Scope Submittal | Oct 9, 2026 |
| RFQ Committee Completes Recommendation to City Manager | Oct 13, 2026 |
| City Council Authorizes Design Services Agreement Execution | Oct 19, 2026 |

**Contract A**

| | |
|---|---|
| Design Engineer Completes Final Design Documents | Jan 4, 2027 |
| City Council Authorizes Bid Initiation | Feb 1, 2027 |
| All Permits Acquired | Feb 5, 2027 |
| City Advertises for Construction Bids | Feb 5, 2027 |
| Council Advertises for Public Hearing | Feb 5, 2027 |
| City Council Holds Public Hearing | Feb 15, 2027 |
| City Conducts Bid Opening | Mar 4, 2027 |
| City Council Authorizes Construction Bid Award | Mar 15, 2027 |
| Contractor Mobilizes for Construction | May 3, 2027 |
| Contractor Substantial Completion | Oct 29, 2027 |
| Contractor Final Completion | Dec 3, 2028 |

**Contract B**

| | |
|---|---|
| Design Engineer Completes Final Design Documents | Feb 5, 2027 |
| All Permits Acquired | Mar 5, 2027 |
| City Council Authorizes Bid Initiation | Mar 15, 2027 |
| City Advertises for Construction Bids | Mar 19, 2027 |
| Council Advertises for Public Hearing | Mar 19, 2027 |
| City Council Holds Public Hearing | Apr 5, 2027 |
| City Conducts Bid Opening | Apr 15, 2027 |
| City Council Authorizes Construction Bid Award | May 3, 2027 |
| Contractor Mobilizes for Construction | Jun 14, 2027 |
| Contractor Substantial Completion | Feb 4, 2028 |
| Contractor Final Completion | Mar 31, 2028 |

**BUDGET IMPACT**

The original estimate of probable cost for the Middle Road Water Main Extension Project is provided as follows:

| Description | Cost Estimate |
|---|---|
| Legal Expenses | $0.00 |
| Land and Easements | $0.00 |
| Professional Services (Report or Planning) | $0.00 |
| Professional Services (Design) | $600,000.00 |
| Professional Services (Construction) | $400,000.00 |
| Construction | $3,100,000.00 |
| *Contract A* | *$1,650,000.00* |
| *Contract B* | *$1,450,000.00* |
| Equipment | $0.00 |
| Contingency | $300,000.00 |
| **Total Estimated Project Cost** | **$4,400,000.00** |

Budgeted Expenses for the Middle Road Water Main Extension Project are provided as follows:

| CIP | Fund | Budgeted Expenses | Amount |
|---|---|---|---|
| **FY2027** | | | |
| 4281000083 | WCF (from DICW TIF) | Consulting Engineer (Design Phase) | $600,000.00 |
| 4281000083 | WCF (from DICW TIF) | Consulting Engineer (Construction Phase) | $120,000.00 |
| 4281000083 | WCF (from DICW TIF) | Construction | $1,280,000.00 |
| **Total FY27 Project Budgeted Expenses** | | | **$2,000,000.00** |
| **Proposed FY2028 Additions** | | | |
| 4281000083 | WCF (from DICW TIF) | Consulting Engineer (Construction Phase) | $280,000.00 |
| 4281000083 | WCF (from DICW TIF) | Construction | $2,120,000.00 |
| **Total FY28 Project Budgeted Expenses** | | | **$2,400,000.00** |
| **Total Project Budgeted Expenses (pending Future FY Budget Approvals)** | | | **$4,400,000.00** |

The proposed design phase funds will be pulled from the Consulting Engineer line item.

**ACTION TO BE TAKEN**

I respectfully request that the City Council authorize the Water Department to release a request for qualifications (RFQ) for design of the Middle Road Water Main Extension Project (CIP No. 4281000083).

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jennifer Larson, Chief Financial Officer
Max O'Brien, Assistant Public Works Director - Project Manager
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 16.**

| | |
|---|---|
| **ITEM TITLE:** | Final Plat Silver Oaks Estates No. 4 |
| **SUMMARY:** | City Manager recommending City Council approval of the resolution for the Final Plat of Silver Oaks Estates No. 4 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat.<br>**RESOLUTION** Authorizing Approval Of The Final Plat Of Silver Oaks Estates No. 4 In The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Final Plat Silver Oaks Estates No 4
2. Staff Memo - Silver Oaks Estates No. 4
3. Application
4. Final Plat of Silver Oaks Estates No. 4
5. Resolution

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Final Plat Silver Oaks Estates No. 4

**DATE:** September 2, 2026

Planning Services Director Wally Wernimont is recommending City Council approval of the resolution for the Final Plat of Silver Oaks Estates No. 4 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat.

The Final Plat of Silver Oaks Estates No. 4 is the final phase of an approximately 96-acre subdivision located at the southeast corner of intersection of Hwy 61 and Hwy 151 off Elmwood Drive. When fully developed, the subdivision will contain a total of 144 residential lots. The property is bordered by residential development to the south, east and north, and Granger Creek, US Hwy 61/151 and agricultural land to the west. The Zoning Advisory Commission reviewed and approved a preliminary plat for this last phase of the subdivision at the June 2, 2021 meeting.

The proposed subdivision can be adequately served with City water and sanitary sewer mains and the City does have capacity to serve the development when fully built out. Water and sanitary sewer connections already exist to the subdivision and were constructed during the first phase.

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
Gus Psihoyos, City Engineer
Chris Lester, Water Department Director
Matt Kalcevich, Parks and Recreation Director

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** Michael Van Milligen, City Manager

**FROM:** Wally Wernimont, Planning Services Director

**SUBJECT:** Final Plat Silver Oaks Estates No. 4

**DATE:** September 2, 2026

## INTRODUCTION
This memorandum transmits the Final Plat of Silver Oaks Estates No. 4, a resolution, and related materials for City Council review and approval.

## BACKGROUND
The Final Plat of Silver Oaks Estates No. 4 is the final phase of an approximately 96-acre subdivision located at the southeast corner of intersection of Hwy 61 and Hwy 151 off Elmwood Drive. When fully developed, the subdivision will contain a total of 144 residential lots. The property is bordered by residential development to the south, east and north, and Granger Creek, US Hwy 61/151 and agricultural land to the west. The Zoning Advisory Commission reviewed and approved a preliminary plat for this last phase of the subdivision at the June 2, 2021 meeting.

## DISCUSSION
The Final Plat of Silver Oaks Estates No. 4 creates nine (9) total lots, of which eight (8) will be residential lots and one (1) letter lot for street right-of-way.

| Lot Name | Acres | Use | Ownership |
|---|---|---|---|
| Lot J | 0.668 | Cambria Drive ROW | Public |

The submitted final plat provides for the construction of a private street to be named Cambria Drive. This street will be an extension of the already existing street which is part of the first phase of the subdivision.

As part of the subdivision, the developer will construct and provide, at their cost, subdivision improvements including streets with longitudinal subdrains and concrete curb and gutter, paved temporary cul-de-sacs, sanitary sewer mains, water mains, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, accessible sidewalk ramps, concrete sidewalks, and appropriate erosion control devices, to the site and will need to construct and carry out any other activities associated with the project in accordance with City plans and specifications.

The proposed subdivision can be adequately served with City water and sanitary sewer mains and the City does have capacity to serve the development when fully built out. Water and sanitary sewer connections already exist to the subdivision and were constructed during the first phase.

Conformance with Comprehensive Plan: The Comprehensive Plan goals promote infill and mixed-use development. The City's Comprehensive Plan identifies the subject property area as Single-Family Residential land use which includes low-density, single-family homes, and related recreational, religious, and educational facilities that typically service a neighborhood population. Single-family residential land use encourages a mix of housing affordable for all segments of Dubuque's populations throughout the community, including options for those who might be saving for their first home. The proposed development would help to meet the following recommendations of the City's Comprehensive Plan:

- Foster the development of new and additional housing products in suitable locations throughout the City.
- Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community.

Pursuant to Article 11-10 (C) of the Unified Development Code (UDC), the subdivision must meet a minimum of 40 points for sustainability. As proposed, the Final Plat Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 4 will be the final phase in the Silver Oaks Subdivision development which complies with the UDC's requirement for 40 points of sustainability.

| | |
|---|---|
| Solar Subdivision (70% of lots oriented for passive solar) | 23 points |
| Preservation of Existing Trees (Covenant) | 10 points |
| Recreational Open Space | 15 points |
| Street Trees | 5 points |
| Private Tree Planting (Covenant) | 5 points |
| LED Street Lights | 5 points |
| Linear Park | 20 points |
| | Total Points = 83 Points |

The submitted Final Plat does provide sufficient easements to provide for the future extensions of utilities to the individual building lots. This ensures that the City will not need to acquire individual easements from future property owners at such time as City utilities are extended to serve the subdivision.

**RECOMMENDATION**

Planning staff recommends approval of the resolution for the Final Plat of Silver Oaks Estates No. 4 as it is in compliance with the City of Dubuque's Unified Development Code and the Imagine Dubuque Comprehensive Plan and is in substantial compliance with the approved preliminary plat.

Thank you

Enclosures

cc: Gus Psihoyos, City Engineer
Chris Lester, Water Department Director
Matt Kalcevich, Parks and Recreation Director

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
- ☐ 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: Cambria Drive in the NE1/4 of Sec. 26, T88N, R2E, City of Dubuque, IA

Legal Description/Parcel ID#/Subdivision: Lot H, Silver Oaks Estates No. 3 (PID No: 1526201011)

Existing Zoning: R1 Proposed Zoning: R1 Site Area (square feet/acres): 7.125 acres

Historic District: N/A Landmark: ☐ Yes ☒ No

**B. Describe proposal and reason for application (attach a letter of explanation, if necessary):**

Subdivide into eight (8) residential lots with new street and infrastructure.

**C. Applicant/Agent Information**

Name: Gabriel S. Bonn, Origin Design Phone: 563-556-2464

Address: 137 Main Street, Suite 100 City: Dubuque

State: IA Zip: 52001 Email: gabe.bonn@origindesign.com

**D. Property Owner(s) Information**

Name(s): Royal Oaks Development Corporation Phone: 563-590-2470

Address: P.O. Box 50, 50 MI-T-M Drive City: Peosta

State: IA Zip: 52068 Email: bradhuekels@gmail.com

**E. Certification:** I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Gabriel S. Bonn Date: 6-22-26

Property Owner(s): Brad Huekels, Vice President Date: 6-22-26

**FOR OFFICE USE ONLY**

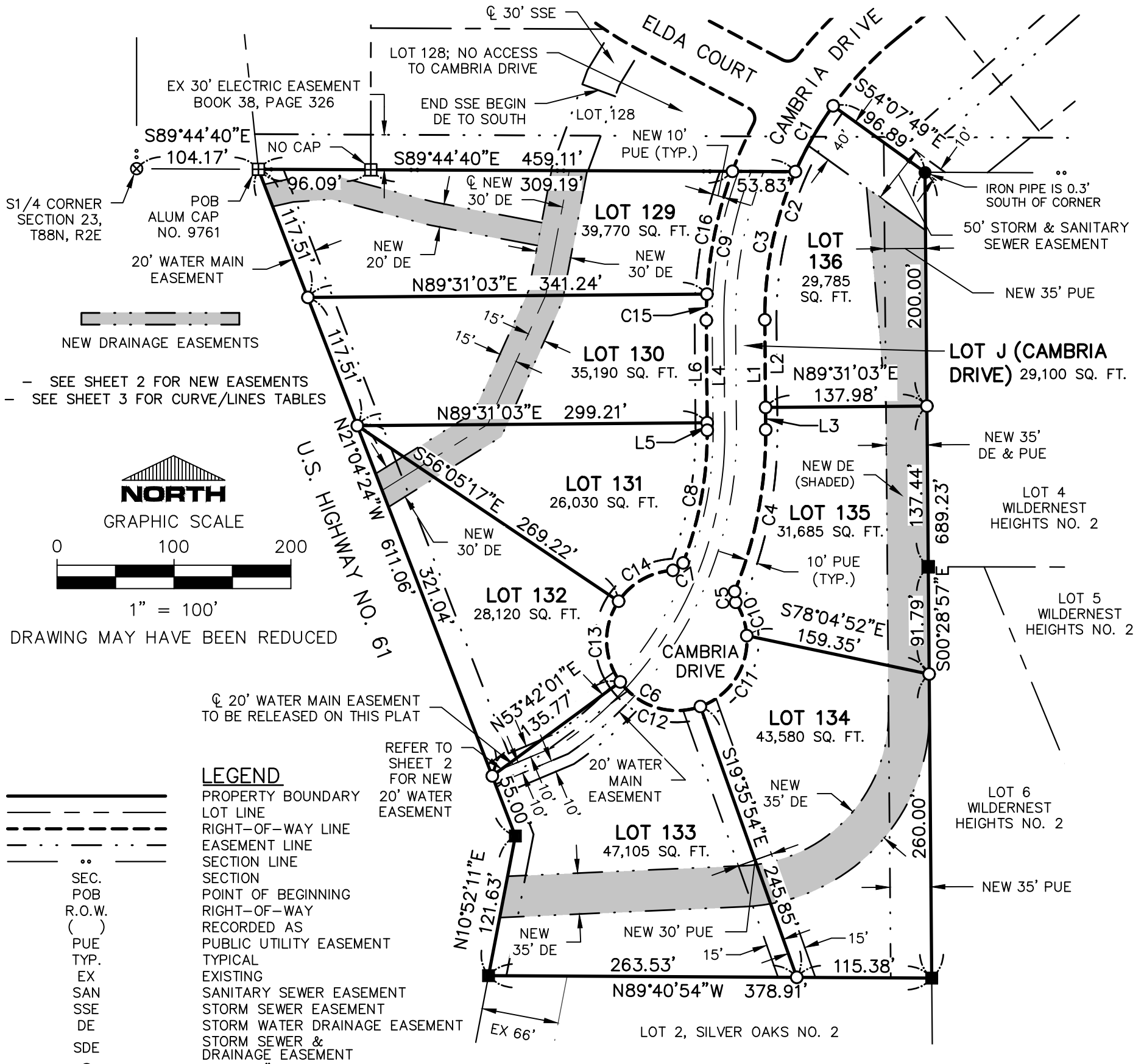
Fee $_____ Ck#_____ ☐CC ☐Cash Received by_____ Date_____

| Index Legend | |
|---|---|
| Location: | LOT H<br>SILVER OAKS ESTATES NO. 3<br>CITY OF DUBUQUE<br>DUBUQUE COUNTY<br>IOWA |
| Proprietor: | ROYAL OAKS DEVELOPMENT CORPORATION |
| Requestor: | A.J. SPIEGEL |
| Surveyor: | GABRIEL S. BONN (GABE.BONN@ORIGINDESIGN.COM) |
| Surveyor Company: | ORIGIN DESIGN CO., 137 MAIN STREET<br>DUBUQUE, IOWA 52001–7677<br>PHONE: (563)556–2464 |

FOR RECORDER USE

# FINAL PLAT

## SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA




### LEGEND

| | |
|---|---|
| | PROPERTY BOUNDARY |
| | LOT LINE |
| | RIGHT–OF–WAY LINE |
| | EASEMENT LINE |
| | SECTION LINE |
| SEC. | SECTION |
| POB | POINT OF BEGINNING |
| R.O.W. | RIGHT–OF–WAY |
| ( ) | RECORDED AS |
| PUE | PUBLIC UTILITY EASEMENT |
| TYP. | TYPICAL |
| EX | EXISTING |
| SAN | SANITARY SEWER EASEMENT |
| SSE | STORM SEWER EASEMENT |
| DE | STORM WATER DRAINAGE EASEMENT |
| SDE | STORM SEWER & DRAINAGE EASEMENT |
| ● | FOUND 1" IRON PIPE |
| ⊗ | FOUND CUT "X" |
| ⊞ | FOUND T–BAR AS NOTED |
| ■ | FOUND 5/8" IRON REBAR W/ ORANGE PLASTIC CAP NO. 15084 UNLESS OTHERWISE NOTED |
| ○ | SET 5/8" IRON REBAR WITH RED PLASTIC CAP NO. 29457 |

LOT NOTE:
- LOT J TO BE DEDICATED TO THE CITY OF DUBUQUE.
- LOT H AREA IS 7.125 ACRES, PREVIOUSLY RECORDED AS 7.051 ACRES.

NOTE ON EASEMENTS:
SEE THE OWNER'S CONSENT FOR DETAILS AND NOTES PERTAINING TO PROPOSED EASEMENTS DEDICATED TO THE PUBLIC AND THE CITY OF DUBUQUE.

RECORDED DOCUMENTS:
FINAL PLAT OF SILVER OAKS ESTATES NO. 3; FILE NO. 2022–11215
AFFIDAVITS FOR ABOVE; FILE NOS. 2022–12561 & 2022–12562
FINAL PLAT OF SILVER OAKS NO. 2; FILE NO. 2015–13819
FINAL PLAT OF WILDERNEST HEIGHTS NO. 2; FILE NO. 2007–15346

DATE OF SURVEY:
JUNE 15, 2026
TOTAL AREA SURVEYED:
7.125 ACRES

NOTE:
THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS–OF–WAY OF RECORD AND NOT OF RECORD.

IOWA
GABRIEL S. BONN
LS 29457
LICENSED LAND SURVEYOR

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

FOR ORIGIN DESIGN CO.

GABRIEL S. BONN

LICENSE NO. 29457 MY LICENSE RENEWAL DATE IS 12/31/2026

PAGES OR SHEETS COVERED BY THIS SEAL SHEETS 1 – 4

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800 556-4491 origindesign.com

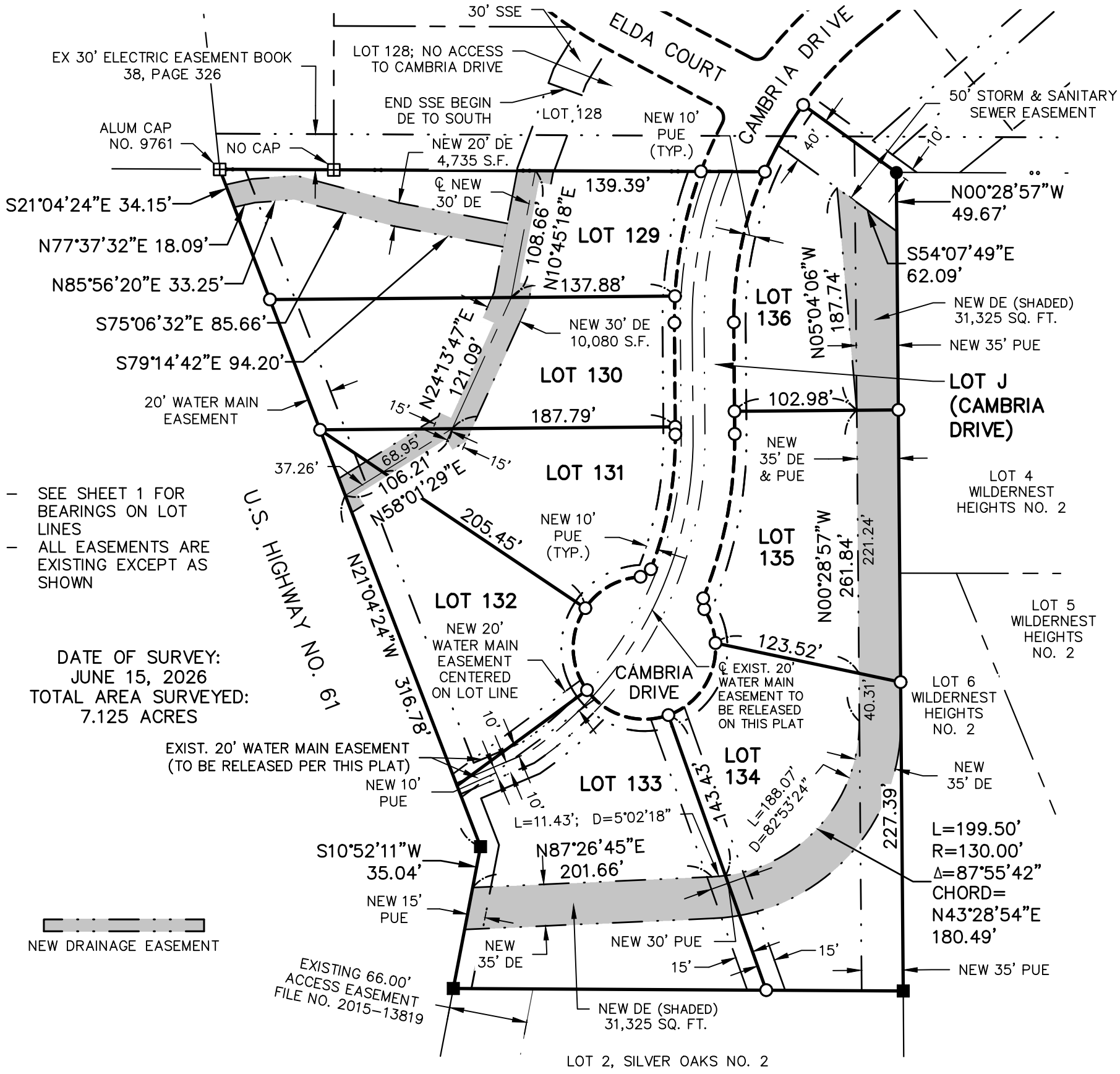
| | | | |
|---|---|---|---|
| DRAWN | JMT | PLAT NO. | 5–IA–23 |
| CHECKED | GSB | PROJ. NO. | 1707601 |
| DATE | 6–16–26 | SHEET | 1 of 4 |

P:\17\076\07601\DRAWINGS\SURVEY\1707601 FINAL PLAT–LOT H

PREPARED BY: ORIGIN DESIGN CO. 137 MAIN STREET, SUITE 100 DUBUQUE, IOWA (563) 556-2464

# FINAL PLAT

## SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA




- SEE SHEET 1 FOR BEARINGS ON LOT LINES
- ALL EASEMENTS ARE EXISTING EXCEPT AS SHOWN

DATE OF SURVEY:
JUNE 15, 2026
TOTAL AREA SURVEYED:
7.125 ACRES

## LEGEND

| | |
|---|---|
| ——— | PROPERTY BOUNDARY |
| ——— — — ——— | LOT LINE |
| — — — — — — | RIGHT-OF-WAY LINE |
| — · · — · · — | EASEMENT LINE |
| ——— •• ——— | SECTION LINE |
| SEC. | SECTION |
| POB | POINT OF BEGINNING |
| R.O.W. | RIGHT-OF-WAY |
| ( ) | RECORDED AS |
| PUE | PUBLIC UTILITY EASEMENT |
| TYP. | TYPICAL |
| EX | EXISTING |
| SAN | SANITARY SEWER EASEMENT |
| SSE | STORM SEWER EASEMENT |
| DE | STORM WATER DRAINAGE EASEMENT |
| SDE | STORM SEWER & DRAINAGE EASEMENT |
| ● | FOUND 1" IRON PIPE |
| ⊗ | FOUND CUT "X" |
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| ■ | FOUND 5/8" IRON REBAR W/ ORANGE PLASTIC CAP NO. 15084 UNLESS OTHERWISE NOTED |
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LOT NOTE:
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FINAL PLAT OF WILDERNEST HEIGHTS NO. 2; FILE NO. 2007-15346

NOTE ON EASEMENTS:
SEE THE OWNER'S CONSENT FOR DETAILS AND NOTES PERTAINING TO PROPOSED EASEMENTS DEDICATED TO THE PUBLIC AND THE CITY OF DUBUQUE.

NOTE:
THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

NORTH

GRAPHIC SCALE
0 100 200
1" = 100'

DRAWING MAY HAVE BEEN REDUCED

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800 556-4491 origindesign.com

| | | | |
|---|---|---|---|
| DRAWN | JMT | PLAT NO. | 5-IA-23 |
| CHECKED | GSB | PROJ. NO. | 1707601 |
| DATE | 6-16-26 | SHEET | 2 of 4 |

P:\17\076\07601\DRAWINGS\SURVEY\1707601 FINAL PLAT-LOT H

PREPARED BY: ORIGIN DESIGN CO. 137 MAIN STREET, SUITE 100 DUBUQUE, IOWA (563) 556-2464

# FINAL PLAT

## SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA

DESCRIPTION:
SILVER OAKS ESTATES NO. 4 BEING LOT H OF SILVER OAKS ESTATES NO. 3 IN THE CITY OF DUBUQUE, IOWA, IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT H. THENCE SOUTH 89°44'40" EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 459.11 FEET TO THE EAST RIGHT OF WAY LINE OF CAMBRIA DRIVE;
THENCE 64.99 FEET ON THE ARC OF A NON-TANGENT CURVE, BEING SAID EAST RIGHT OF WAY LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 308.00 FEET, AND A DELTA ANGLE OF 12°05'26" AND WHOSE CHORD BEARS NORTH 29°49'28" EAST, 64.87 FEET TO THE WESTERLY CORNER OF LOT 1 OF SILVER OAKS ESTATES NO. 3;
THENCE SOUTH 54°07'49" EAST ON THE WESTERLY LINE OF SAID LOT 1, 96.89 FEET TO THE NORTHWEST CORNER OF LOT 4 OF WILDERNEST HEIGHTS NO. 2;
THENCE SOUTH 00°28'57" EAST ON THE WEST LINE OF LOTS 4 AND 6 OF SAID WILDERNEST HEIGHTS NO. 2, 689.23 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SILVER OAKS NO. 2;
THENCE NORTH 89°40'54" WEST ON THE NORTH LINE OF SAID LOT 2, 378.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 61;
THENCE NORTH 10°52'11" EAST ON SAID EASTERLY RIGHT OF WAY LINE, 121.63 FEET;
THENCE NORTH 21°04'24" WEST ON SAID EASTERLY RIGHT OF WAY LINE, 611.06 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 7.125 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD.

CURVE TABLE

| CURVE | DISTANCE | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
|---|---|---|---|---|---|
| C1 | 64.99' | 308.00' | 12° 05' 26" | N29° 49' 28"E | 64.87' |
| C2 | 195.40' | 308.00' | 36° 20' 59" | S17° 41' 42"W | 192.14' |
| C3 | 130.41' | 308.00' | 24° 15' 33" | S11° 38' 59"W | 129.44' |
| C4 | 141.77' | 358.00' | 22° 41' 20" | S10° 51' 52"W | 140.84' |
| C5 | 9.63' | 10.00' | 55° 09' 25" | S5° 22' 10"E | 9.26' |
| C6 | 313.87' | 60.00' | 299° 43' 24" | N63° 05' 10"W | 60.25' |
| C7 | 11.46' | 10.00' | 65° 40' 30" | N53° 56' 17"E | 10.85' |
| C8 | 116.01' | 308.00' | 21° 34' 49" | N10° 18' 37"E | 115.32' |
| C9 | 130.08' | 358.00' | 20° 49' 07" | N9° 55' 46"E | 129.37' |
| C10 | 30.37' | 60.00' | 29° 00' 04" | S18° 26' 50"E | 30.05' |
| C11 | 77.86' | 60.00' | 74° 20' 54" | S33° 13' 39"W | 72.51' |
| C12 | 76.76' | 60.00' | 73° 17' 55" | N72° 56' 57"W | 71.63' |
| C13 | 73.53' | 60.00' | 70° 12' 41" | N1° 11' 38"W | 69.01' |
| C14 | 55.36' | 60.00' | 52° 51' 49" | N60° 20' 37"E | 53.42' |
| C15 | 22.47' | 358.00' | 3° 35' 47" | N1° 19' 06"E | 22.47' |
| C16 | 107.61' | 358.00' | 17° 13' 21" | N11° 43' 39"E | 107.21' |

LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S0° 28' 48"E | 93.99' |
| L2 | S0° 28' 48"E | 74.88' |
| L3 | S0° 28' 48"E | 19.11' |
| L4 | N0° 28' 48"W | 93.99' |
| L5 | N0° 28' 48"W | 6.45' |
| L6 | N0° 28' 48"W | 87.54' |

DATE OF SURVEY: JUNE 15, 2026
TOTAL AREA SURVEYED: 7.125 ACRES

NOTE ON EASEMENTS:
SEE THE OWNER'S CONSENT FOR DETAILS AND NOTES PERTAINING TO PROPOSED EASEMENTS DEDICATED TO THE PUBLIC AND THE CITY OF DUBUQUE.

RECORDED DOCUMENTS:
- FINAL PLAT OF SILVER OAKS ESTATES NO. 3; FILE NO. 2022-11215
- AFFIDAVITS FOR ABOVE; FILE NOS. 2022-12561 & 2022-12562
- FINAL PLAT OF SILVER OAKS NO. 2; FILE NO. 2015-13819
- FINAL PLAT OF WILDERNEST HEIGHTS NO. 2; FILE NO. 2007-15346

NOTE:
THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

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| | | | |
|---|---|---|---|
| DRAWN | JMT | PLAT NO. | 5-IA-23 |
| CHECKED | GSB | PROJ. NO. | 1707601 |
| DATE | 6-16-26 | SHEET | 3 of 4 |

P:\17\076\07601\DRAWINGS\SURVEY\1707601 FINAL PLAT-LOT H

SURVEYOR'S CERTIFICATE

I, Gabriel S. Bonn, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

*Lot H of Silver Oaks Estates No. 3 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

**SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA.**

Containing 7.125 acres, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or will be placed within one year from the date this plat is recorded.

OWNER'S CONSENT

_____, Iowa _____, 2026

The foregoing plat of **SILVER OAKS ESTATES NO. 4 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.

We hereby dedicate Lot J (Cambria Drive) to the Public for Street and Public Utility purposes.

All water main, sanitary sewer, and storm sewer utility easements as stated and as shown on this plat are hereby dedicated to the City of Dubuque, and its agents and contractors, for the purpose of constructing and maintaining said utilities, along with the right, privilege, and authority to construct, reconstruct, maintain, operate, repair, patrol, and remove said improvements. Said easement shall also include the right to cut, trim, or remove trees, bushes, and roots as may be required. City shall restore the disturbed surface areas due to the construction maintenance, or repair of said utilities and appurtenances to equal conditions. Lot owners shall not erect or install any trees, landscaping, paving, or structure over or within the easement areas without obtaining the prior written approval of the City Engineer. Lot owners shall not change the grade, elevation, and contour, or perform any construction or any excavation that will diminish the lateral support or integrity of said utility improvements without obtaining the prior written consent of the City Engineer.

All public utility easements and storm drainage easements as stated and as shown on this plat are hereby dedicated to the Public. Lot owners shall not erect any structure, fence, planting or other obstructions over or within the public utility or storm drainage easement areas without obtaining the prior written approval of the City Engineer. Lot owners shall not change the grade, elevation, and contour or perform any construction or any excavation that would hinder the orderly flow of storm water runoff or diminish the lateral support or integrity of said utilities and improvements without obtaining the prior written consent of the City Engineer.

**ROYAL OAKS DEVELOPMENT CORPORATION**

By_____
Bradley K. Huekels, Vice President

State of Iowa )
) ss:
County of Dubuque )

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared A.J. Spiegel to me personally known, who being by me duly sworn, did say that he is the President and Treasurer respectively, of said corporation executing the within and foregoing instrument; that the instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public
in and for State of Iowa
My Commission Expires: _____

PLANNING SERVICES

Dubuque, Iowa _____, 2026

The foregoing plat of **SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA**, or within the two-mile jurisdiction of the City of Dubuque, Iowa, as defined under Section 354 of the Code of Iowa, has been reviewed by the City Planner, (or designee) of the City of Dubuque in accordance with Article 11: Land Subdivision of the City of Dubuque Unified Development Code, and said approval has been endorsed herein on the date first written above.

_____

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

CITY COUNCIL

Dubuque, Iowa _____, 2026

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

_____
Brad M. Cavanagh
Mayor of the City of Dubuque

_____
Adrienne Breitfelder
Clerk of the City of Dubuque

ATTORNEY'S OPINION

Dubuque, Iowa _____, 2026

TO WHOM IT MAY CONCERN

This will certify that I have examined the abstract of title covering *Lot H of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa*, according to the plats thereof covering the period from government entry to

_____

certified on that date by

_____

and find that said abstract shows good and merchantable title to said real estate in

_____

_____

_____

free and clear of all liens and encumbrances and shows taxes paid including taxes for the year

_____

_____

_____

_____
Attorney At Law

CONSENT TO PLAT

_____, mortgager under a certain mortgage dated _____and filed for record_____ as Instrument #_____, hereby consents to the foregoing plat.

By_____

By_____

State of Iowa )
) ss:
County of )

On this _____ day of _____, A.D. 2026, before me, the undersigned a Notary Public in and for the state of Iowa, personally appeared _____and to me personally known, who being by me duly sworn, did say that they are the_____ and _____ respectively of the corporation executing the within and foregoing instrument that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____as officers acknowledge the execution of the foregoing instrument to be voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in the State of Iowa

My Commission Expires _____

COUNTY TREASURER

Dubuque, Iowa _____, 2026

I, the undersigned, Michael Clasen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against *Lot H of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa*, have been paid and said real estate is free and clear of all taxes as of this date.

_____
Michael Clasen
Dubuque County Treasurer

COUNTY AUDITOR

Dubuque, Iowa _____, 2026

The foregoing plat of **SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA**, was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2026.

We approve of the subdivision name or title to be recorded.

_____
Keith Lucy
County Auditor of Dubuque, Iowa

CITY ASSESSOR

Dubuque, Iowa _____, 2026

The foregoing plat of **SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA**, was entered of record in the office of the Dubuque City Assessor this _____ day of _____, 2026.

_____
Troy Patzner
Dubuque City Assessor

RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 2026

The foregoing plat of **SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA**, has been reviewed by the Dubuque County Recorder.

_____
Ann E. Sweeney
Dubuque County Recorder

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

**RESOLUTION NO. - 26**

**A RESOLUTION AUTHORIZING APPROVAL OF THE FINAL PLAT OF SILVER OAKS ESTATES NO. 4 IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Silver Oaks Estates No. 4, in the City of Dubuque, Iowa; and

Whereas, upon said final plat appears a public street to be known as Cambria Drive, (Lot J), which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appear certain public utility and storm drainage easements, which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appears certain water main, sanitary sewer, and storm sewer easement, which the owner by said final plat has dedicated to the City of Dubuque forever; and

Whereas, said final plat has been reviewed by the City Planner and his approval has been endorsed thereon, subject to the owner's agreeing to the conditions specified herein; and

Whereas, said final plat has been examined by the City Council and the City Council find the final plat conforms to the applicable statutes and ordinances, except that streets and public utilities have not yet been completely constructed or installed.

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

Section 1. That the dedication of Cambria Drive (Lot J) together with certain water main, sanitary sewer, and storm sewer easements, as they appear on said final plat, to the City of Dubuque be and the same are hereby accepted; and

Section 2. That the Final Plat of Silver Oaks Estates No. 4, in the City of Dubuque, Iowa is hereby approved and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa, upon said final plat, provided the owners of said property herein named, execute their written acceptance of the attached conditions and further agree:

(a) To reduce Cambria Drive (Lot J) to grade and to construct longitudinal sub-drain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

(b) To install sanitary sewer mains and sewer service laterals into each individual lot, water mains and water service laterals into each individual lot, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, and erosion control devices all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, and in accordance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

(c) To construct accessible sidewalk ramps at each intersection and street crossings in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

(d) To construct the improvements outlined in (a), (b), and (c) above within two years from the date of acceptance of this resolution, at the sole expense of the owners, or future owner.

(e) To maintain the improvements outlined in (a), (b), and (c) above for a period of two (2) years from the date of the acceptance of those improvements by the City Council of the City of Dubuque, Iowa, at the sole final expense of the owners, or future owner.

(h) To provide securities for the performance of the foregoing conditions specified in this Section in such form and with such sureties as may be acceptable to the City Manager of the City of Dubuque, Iowa.

Section 3. Per Section 16-11-16-D of the City of Dubuque Unified Development Code, sidewalk installation shall be the responsibility of the owner of property abutting the public right-of-way. This responsibility shall extend to all successors, heirs and assignees. Sidewalk installation shall be required when the development of a lot has been completed. All vacant lots shall have sidewalks installed upon development of eighty percent (80%) of the lots shown on the approved final plat.

Section 4. That the owner must construct and maintain erosion control devices in Silver Oaks Estates No. 4, in the City of Dubuque, Iowa which control erosion and prevent sediment from leaving the site.

Section 5. That the planting of street trees shall be coordinated with the City's Urban Forester. Any tree(s) planted within the street right-of-way must be approved by the Urban Forester. The location and species of tree(s) will be approved by the Urban Forester and planted and cared for through establishment by the developer at the developer's expense.

Section 6. That the final acceptance of the public improvements shall only occur upon certification of the City Engineer to the City Council that the public improvements have been completed in accordance with the approved improvement plans and City standards and specifications and accepted by City Council Resolution.

Section 7. That in the event Royal Oaks Development Corporation fails to execute the acceptance and furnish the guarantees provided hereof within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the acceptance of the dedication and approval the plat shall not be effective.

Passed, approved and adopted this day of 2026.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

**ACCEPTANCE OF RESOLUTION NO. -26**

I, the undersigned, Bradley K. Huekels, representing Royal Oaks Development Corporation, having read the terms and conditions of the Resolution No._____-26 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this day of 2026.

By_____
Bradley K. Huekels, Vice President
Royal Oaks Development Corporation

**State of Iowa )**
**) ss:**
**County of Dubuque )**

On this _____ day of _____ 2026, before me, a Notary Public in and for said state, personally appeared Bradley K. Huekels, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____
Notary Public in the State of Iowa

My Commission expires:_____

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 17.**

---

| | |
|---|---|
| **ITEM TITLE:** | ATTAIN Competitive Grant Application - Approve Grant Application Submission |
| **SUMMARY:** | City Manager recommending City Council adopt the attached resolution (Retroactively) approving the filing of the application by the Dubuque Metropolitan Area Transportation Study, through the East Central Intergovernmental Association, with the Federal Highway Administration and U.S. Department of Transportation for a Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant to assist with funding for the proposed Dubuque Smart Corridor Initiative. **RESOLUTION** Retroactively Authorizing The Dubuque Metropolitan Area Transportation Study (DMATS), Through The East Central Intergovernmental Association (ECIA), To File A Grant Application With The Federal Highway Administration (FHWA) And U.S. Department Of Transportation (USDOT) For An Advanced Transportation Technology And Innovation (Attain) Competitive Grant For The Dubuque Smart Corridor Initiative |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo ATTAIN Competitive Grant Application
2. CITY COUNCIL MEMO OF RECOMMENDATION 20260812
3. ATTAIN Smart Grant Council Submit Approval - RESOLUTION 20260811

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:** ATTAIN Competitive Grant Application
Approve Grant Application Submission

**DATE:** September 2, 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 by the Dubuque Metropolitan Area Transportation Study, through the East Central Intergovernmental Association, with the Federal Highway Administration and U.S. Department of Transportation for a Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant to assist with funding for the proposed Dubuque Smart Corridor Initiative.

The required non-federal match represents 20% of total project costs. The City of Dubuque would provide the required 20% match for the portion of the project located within its jurisdiction, while the Illinois Department of Transportation would provide the required 20% match for the portion of the project located within Illinois.

The proposed project budget includes a 20% contingency for the construction component. Remaining project costs primarily involve technology-based ITS improvements developed in consultation with project vendors.

In the event of project cost overruns, the City would coordinate with DMATS to pursue additional available federal funding and would provide the corresponding required 20% match for additional federal funds associated with the City's portion of the project. DMATS would similarly coordinate with IL DOT regarding funding necessary for cost overruns associated with the Illinois portion of the project.

The City's local match commitment would be contingent upon award of the federal ATTAIN grant funding. Staff will continue coordination with the Finance and Budget Departments to identify and program the City's required local match through the Capital Improvement Program over the anticipated project implementation period.

Should the Mayor and City Council elect to decline participation in the ATTAIN Competitive Grant Program, DMATS may withdraw the application prior to grant award.

The overall funding plan is:

| **Funding Source** | **Amount** |
|---|---|
| Federal ATTAIN Grant Request | **$3,470,468** |
| Non-Federal Match<br>City of Dubuque<br>Illinois DOT | <br>**$782,757**<br>**$84,860** |
| **Total Estimated Project Cost** | **$4,338,085** |

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

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:** ATTAIN Competitive Grant Application
Approve Grant Application Submission

**DATE:** August 12, 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 Dubuque Metropolitan Area Transportation Study (DMATS), through the East Central Intergovernmental Association (ECIA), to submit an application to the Federal Highway Administration (FHWA) through the U.S. Department of Transportation (USDOT) Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant Program for the proposed **Dubuque Smart Corridor Initiative**.

The proposed grant application requests **$3,470,468 in federal ATTAIN funding** toward a total estimated project cost of **$4,338,085**. The remaining **$867,617 represents the required 20% non-federal match**, which would be shared between the City of Dubuque and the Illinois Department of Transportation (IL DOT) based upon the portions of the project located within their respective jurisdictions.

If awarded, the grant would support deployment and integration of advanced transportation technologies designed to improve traffic operations, reduce congestion, enhance emergency response, improve safety and travel-time reliability, and strengthen regional freight mobility across the Dubuque metropolitan area, including the two Mississippi River crossings connecting Iowa and Illinois.

## BACKGROUND

The City of Dubuque, in partnership with DMATS, developed the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) project to improve mobility, reduce congestion, enhance safety, and optimize existing roadway capacity throughout the community. The STREETS system utilizes real-time traffic monitoring, predictive modeling, video analytics, intelligent signal control, and dynamic traffic management 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 established an open transportation data platform that aggregates and standardizes transportation information from local, regional, and state systems through the Vehicle Data Aggregator (VDA).

The SMART project also demonstrated cellular-based Vehicle-to-Network (V2N) communications capable of providing location-specific transportation information directly to vehicles. This approach allows information concerning roadway conditions, incidents, work zones, weather, and other transportation events to ultimately be communicated through connected vehicle systems rather than relying exclusively on traditional roadside infrastructure.

The proposed ATTAIN project would build upon these previous investments and transition technologies successfully demonstrated through the SMART Grant from prototype and pilot applications into broader operational deployment.

The project would place particular emphasis on the Dubuque metropolitan area's two Mississippi River crossings and associated transportation corridors connecting Iowa and Illinois. These crossings serve as critical links for regional commuters, interstate freight, commercial traffic, and emergency responders. Rail crossings throughout the metropolitan area also create transportation challenges associated with congestion, traffic queues, emergency response delays, and travel-time reliability.

ATTAIN COMPETITIVE GRANT:

The proposed **Dubuque Smart Corridor Initiative** includes deployment and integration of advanced transportation technologies intended to improve mobility, traffic operations, emergency response, freight movement, traveler information, and transportation system performance.

Key project components include:

- Deployment of additional traffic detection, closed-circuit television (CCTV) cameras, and Dynamic Message Signs (DMS) on the Illinois approaches to the Mississippi River crossings. Plans, Specifications, and Estimates (PS&E) for these improvements have already been completed in coordination with the Iowa Department of Transportation, Illinois Department of Transportation, City of Dubuque, and City of East Dubuque.

- Deployment of a rail crossing monitoring system capable of providing real-time crossing status information.

- Development of predictive rail crossing analytics to estimate crossing blockage timing, duration, and resulting traffic impacts.

- Integration of rail crossing information with the City's Advanced Traffic Management System (ATMS), Vehicle Data Aggregator (VDA), and emergency services Computer-Aided Dispatch (CAD) systems.

- Enhancement of emergency vehicle routing using real-time transportation and rail crossing information to allow emergency responders to avoid blocked crossings and other transportation disruptions.

- Upgrades to Emergency Vehicle Preemption (EVP), emergency vehicle GPS, and communications technologies to improve emergency response reliability and traffic signal coordination.

- Expansion of connected vehicle and traveler information capabilities using Vehicle-to-Network communications to provide motorists with real-time information concerning incidents, rail crossing blockages, lane closures, work zones, weather conditions, and other transportation disruptions.

- Development of traveler information interfaces supporting Android Auto, Apple CarPlay, mobile applications, and third-party access to transportation information through the VDA.

- Continued integration, testing, refinement, cybersecurity implementation, performance monitoring, and evaluation of the regional transportation technology system.

The project is intended to maximize the value of existing federal, state, and local transportation investments by integrating and expanding systems already established through the City's STREETS program and the USDOT SMART Grant rather than constructing additional roadway capacity.

The project would also strengthen coordination across the Iowa-Illinois state line by integrating transportation operations on both sides of the Mississippi River. This multi-state approach is intended to improve incident management, travel-time reliability, freight movement, emergency response, and traveler information across transportation corridors that are important to both the regional and interstate transportation networks.

PROJECT READINESS

The City of Dubuque and DMATS are well positioned to implement the proposed project. The project team has worked together for approximately four years developing and deploying advanced transportation technologies through the STREETS and SMART programs.

Existing infrastructure already in operation includes the City's Advanced Traffic Management System (ATMS), Vehicle Data Aggregator (VDA), extensive fiber and communications infrastructure, traffic detection systems, camera systems, traffic signal communications, and connected vehicle capabilities.

The V2N technology proposed for expansion through ATTAIN was successfully demonstrated through the Phase 1 SMART Grant. In addition, the Plans, Specifications, and Estimates for the proposed Illinois ITS improvements have already been completed in coordination with participating transportation agencies.

The proposed project would comply with applicable federal requirements, including the systems engineering requirements for Intelligent Transportation Systems established under 23 CFR Part 940. Project implementation would include systems engineering,

integration, testing, operational acceptance, cybersecurity, financial management, reporting, and other applicable federal requirements.

These existing systems, completed design work, established partnerships, and previous technology deployments significantly reduce implementation risk and position DMATS and the City to efficiently deploy the proposed improvements should ATTAIN funding be awarded.

## PROJECT SCHEDULE

The proposed project development schedule incorporated into the ATTAIN grant application includes the following phases:

**Task 1: Project Administration (Months 1-36)** – DMATS will provide overall grant administration, federal coordination, reporting, compliance, and project oversight.

**Task 2: Project Management & Coordination (Month 1 and throughout project implementation)** – Parsons will provide project management and coordination through the City's STREETS program, including coordination of engineering, procurement, construction, integration, and subconsultants.

**Task 3: East Dubuque Detection, CCTV & DMS (Months 1-18)** – Construct ITS improvements on the Illinois approaches to the Mississippi River crossings, including traffic detection, CCTV cameras, DMS, construction management, and oversight.

**Task 4: Rail Crossing Monitoring System Deployment (Months 1-10)** – Install rail crossing detection equipment and communications infrastructure and integrate real-time crossing status information into the ATMS.

**Task 5: Predictive Rail Crossing Analytics Development (Months 9-28)** – Develop predictive algorithms and models to estimate rail crossing blockage timing, duration, and downstream transportation impacts and integrate predictive information into the ATMS and VDA.

**Task 6: Dynamic Emergency Vehicle Routing & Preemption (Months 1-29)** – Integrate emergency services CAD with the ATMS and VDA, configure dynamic emergency vehicle routing, upgrade EVP systems, optimize traffic signal timing, and conduct operational testing.

**Task 7: Emergency Vehicle GPS & Communications Deployment (Months 2-36)** – Deploy or upgrade GPS and communications technologies for emergency vehicles, configure V2N communications, and validate integration with routing and dispatch systems.

**Task 8: Traveler Information Enhancements (Months 10-36)** – Enhance traveler information and connected vehicle interfaces to provide real-time transportation alerts, including Android Auto and Apple CarPlay functionality and third-party access to VDA information.

**Task 9: Production System Setup & Integration (Months 1-7)** – Establish the production environment, configure servers and cloud infrastructure, finalize system integrations, and implement cybersecurity protocols.

**Task 10: Full System Integration Testing (Months 23-36)** – Conduct end-to-end testing and validation of field systems, connected vehicle communications, emergency routing, signal preemption, and other integrated technologies.

**Task 11: System Refinements & Optimization (Months 3-36)** – Refine and optimize system operations based upon operational data, observed performance, and stakeholder feedback.

**Task 12: Project Documentation, Performance Evaluation & Final Reporting (Months 1-36)** – Evaluate project performance, document outcomes, and prepare required deployment documentation and final reporting.

Project implementation is anticipated to occur over approximately **36 months following award of grant funding**.

.

TRANSPORTATION AND ECONOMIC BENEFITS:

The proposed project is intended to address several important transportation challenges affecting the Dubuque metropolitan area and the multi-state transportation network connecting Iowa and Illinois, including:

- Congestion and travel delays associated with incidents on the Mississippi River crossings and surrounding transportation corridors.
- Blocked rail crossings and resulting traffic queues that affect roadway operations, emergency response, and travel-time reliability.
- Emergency response delays resulting from blocked rail crossings, congestion, and limited real-time routing information.
- Freight delays and unreliable travel times affecting commercial vehicles and interstate commerce.
- Limited availability of real-time information concerning incidents, rail crossings, lane closures, work zones, weather conditions, and other transportation disruptions.
- The need to maximize the capacity, performance, reliability, and useful life of existing transportation infrastructure without constructing additional roadway capacity.
-

Through integration of real-time traffic monitoring, predictive analytics, intelligent transportation systems, emergency response technologies, and connected vehicle communications, the project is intended to reduce incident-related delays, improve travel-time reliability, improve emergency response coordination, reduce congestion, enhance transportation safety, and strengthen regional freight mobility.

The project would provide particular benefits to freight and commercial vehicle operations using the Mississippi River crossings. Real-time information regarding incidents, rail crossing blockages, work zones, lane closures, and weather conditions would allow commercial vehicle operators and transportation agencies to better anticipate transportation disruptions and improve the reliability and predictability of freight movement between Iowa and Illinois.

The project is also intended to produce environmental benefits by reducing unnecessary vehicle delay, idling, stop-and-go traffic, and fuel consumption associated with transportation disruptions.

Continuous performance monitoring would be used to evaluate improvements in transportation system performance, incident response, travel-time reliability, emergency response, congestion, and freight mobility.

## BUDGET IMPACT

The planning-level project cost estimate incorporated into the ATTAIN grant application is summarized as follows:

| **Description** | **Total Project Cost** |
|---|---|
| Project Administration | $200,000 |
| Project Management & Coordination | $160,000 |
| East Dubuque Detection, CCTV & DMS | $496,085 |
| Rail Crossing Monitoring System Deployment | $739,000 |
| Predictive Rail Crossing Analytics Development | $255,000 |
| Dynamic Emergency Vehicle Routing & Preemption | $1,150,000 |
| Emergency Vehicle GPS & Communications Deployment | $510,000 |
| Traveler Information Enhancements | $295,000 |
| Production System Setup & Integration | $78,000 |
| Full System Integration Testing | $180,000 |
| System Refinements & Optimization | $180,000 |
| Project Documentation, Performance Evaluation & Final Reporting | $95,000 |
| **Total Project Cost** | **$4,338,085** |

The overall funding plan is:

| **Funding Source** | **Amount** |
|---|---|
| Federal ATTAIN Grant Request | **$3,470,468** |
| Non-Federal Match<br>City of Dubuque<br>Illinois DOT | <br>**$782,757**<br>**$84,860** |

| | |
|---|---|
| **Total Estimated Project Cost** | **$4,338,085** |

The required non-federal match represents **20% of total project costs**. The City of Dubuque would provide the required 20% match for the portion of the project located within its jurisdiction, while the Illinois Department of Transportation would provide the required 20% match for the portion of the project located within Illinois.

The proposed project budget includes a **20% contingency for the construction component**. Remaining project costs primarily involve technology-based ITS improvements developed in consultation with project vendors.

In the event of project cost overruns, the City would coordinate with DMATS to pursue additional available federal funding and would provide the corresponding required 20% match for additional federal funds associated with the City's portion of the project. DMATS would similarly coordinate with IL DOT regarding funding necessary for cost overruns associated with the Illinois portion of the project.

The City's local match commitment would be contingent upon award of the federal ATTAIN grant funding. Staff will continue coordination with the Finance and Budget Departments to identify and program the City's required local match through the Capital Improvement Program over the anticipated project implementation period.

## RECOMMENDATION

I respectfully recommend that the City authorize the Dubuque Metropolitan Area Transportation Study, through the East Central Intergovernmental Association, to submit an application to the Federal Highway Administration through the U.S. Department of Transportation Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant Program to assist with funding for the proposed **Dubuque Smart Corridor Initiative** and approve the City's required local match for the portion of the project located within the City's jurisdiction, contingent upon award of federal grant funding.

## ACTION TO BE TAKEN

I respectfully request Mayor and City Council adopt the attached resolution **(Retroactively)** approving the filing of the application by the Dubuque Metropolitan Area Transportation Study, through the East Central Intergovernmental Association, with the Federal Highway Administration and U.S. Department of Transportation for a Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant to assist with funding for the proposed **Dubuque Smart Corridor Initiative**.
Should the Mayor and City Council elect to decline participation in the ATTAIN Competitive Grant Program, DMATS 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
Joseph Messerich, Police Chief
Duane Richter, Traffic Project Supervisor
Justine Hull, Civil Engineer I
Jason Duba, Assistant Planner

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 DUBUQUE METROPOLITAN AREA TRANSPORTATION STUDY (DMATS), THROUGH THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION (ECIA), TO FILE A GRANT APPLICATION WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) AND U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FOR AN ADVANCED TRANSPORTATION TECHNOLOGY AND INNOVATION (ATTAIN) COMPETITIVE GRANT FOR THE DUBUQUE SMART CORRIDOR INITIATIVE**

**WHEREAS,** the U.S. Department of Transportation (USDOT), through the Federal Highway Administration (FHWA), issued a Notice of Funding Opportunity for the Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant Program; and

**WHEREAS,** the City of Dubuque, in partnership with the Dubuque Metropolitan Area Transportation Study (DMATS), has developed and implemented the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) to improve mobility, reduce congestion, enhance safety, and optimize existing roadway capacity; and

**WHEREAS,** the City and its regional partners have further advanced connected vehicle and transportation technology initiatives through the USDOT Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program, including development of a Vehicle Data Aggregator (VDA) and Vehicle-to-Network (V2N) communications; and

**WHEREAS,** the proposed Dubuque Smart Corridor Initiative would build upon these investments by expanding intelligent transportation systems across critical multi-state transportation corridors connecting Iowa and Illinois, including the two Mississippi River crossings; and

**WHEREAS,** the proposed project includes traffic detection, CCTV cameras and Dynamic Message Signs (DMS), rail crossing monitoring and predictive blockage analytics, dynamic emergency vehicle routing and Emergency Vehicle Preemption (EVP), emergency vehicle GPS and communications, and real-time traveler information through connected vehicle technologies; and

**WHEREAS,** the proposed improvements are intended to reduce congestion and incident-related delays, improve emergency response and travel-time reliability, enhance safety and freight mobility, and maximize the performance of existing transportation infrastructure; and

**WHEREAS,** the proposed ATTAIN grant application has a total estimated project cost of $4,338,085, with a federal funding request of $3,470,468 and a required 20% non-federal match of $867,617, with the City of Dubuque responsible for the required match

associated with the portion of the project within its jurisdiction and the Illinois Department of Transportation responsible for the required match associated with the Illinois portion of the project; and

**WHEREAS,** upon completion, the City of Dubuque would be responsible for adequately maintaining and operating the project improvements located within its jurisdiction for public use and benefit during the useful life of the project.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

**SECTION 1.** The City hereby authorizes the Dubuque Metropolitan Area Transportation Study (DMATS), through the East Central Intergovernmental Association (ECIA), to file an application with the Federal Highway Administration and U.S. Department of Transportation for an Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant to assist with funding for the proposed Dubuque Smart Corridor Initiative.

**SECTION 2.** The application to the Federal Highway Administration and U.S. Department of Transportation is approved retroactively to August 11, 2026.

**SECTION 3.** The City Council hereby approves the required 20% non-federal funding match for the portion of the project located within the City of Dubuque's jurisdiction, contingent upon award of the federal ATTAIN grant funding.

Passed, approved, and adopted this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 18.**

---

**ITEM TITLE:** Signed Contracts

**SUMMARY:** Deere & Company for Public Works equipment; Dubuque Plumbing and Heating for the Flora Water Playground Pipe Leak Repair; East Central Intergovernmental Association for Project Management – Energy Savers; Ecosystems, Inc. for Biosolids Professional Management Program; Esri for Training Pass Subscription; Hoyne Landscaping and Snowplowing, Inc. for Grass Mowing Agreement; Intercontinental Kansas City at the Plaza for Hertlandia Gathering; McDermott Excavating for Sanitary Sewer Repairs; McDermott Excavating for Street Light – 1800 Rosemont; McDermott Excavating for Street Light Conduit – Stone Valley Drive; Nutri-Ject Systems, Inc. for Notice of Termination Agreement; RDG Planning & Design, Inc. for Amendment to the Professional Services Agreement - Iowa Amphitheater at Schmitt Island; Top Grade Excavating, Inc for Garfield and Fengler Storm Sewer Repair; Top Grade Excavating, Inc. for North English Road Water Main Extension Change Order No. 2R; Vrban Fire Protection for Annual Testing of Standpipe for Transportation Services.

**SUGGUESTED DISPOSITION:** Receive and File

**ATTACHMENTS:**

1. 26_08_12 Emergency Stormwater Repair Near Garfield and Fengler (30)
2. 26_08_13 Floodwall UTV Replacement Recommendation
3. 26_08_14 Request to Sign Contract Street Light Repair 1800 Rosemont
4. 26_08_14 Street Light Repair Stone Valley Drive
5. USDN Group & Events Contract - 08-10-2026
6. Grass Mowing Agreement
7. 26_08_21 Esri Training Pass Subscription (6)
8. Flora Pool Water Playground
9. 26_08_27 Sanitary Sewer Repair behind 3505 Crescent Ridge
10. N English Rd WM Extension Construction Contract Change Order
11. 26_08_31 Contract work with ECIA for Sustainability office (17)
12. 26_08_31 Vrban Short Form Vendor Contract

13. 26_09_03 Schmitt Island Amphitheater Consultant Service Agreement
14. Biosolids Agreement, Ecosystems, 9-1-26
15. Notice of Termination of Agreement, Nutri-Ject

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

City of Dubuque
Public Works Department
925 Kerper Court
(address)
Dubuque, IA 52001
Phone # 563-589-4250

# 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

Top Grade Excavating, Inc (Contractor) at
(Contractor Name)
PO Box 356 Farely, IA 52046-0356
(Contractor's Address - City and State)

**PROJECT TITLE:** Garfield and Fengler Storm Sewer 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:

Perform emergency repair work on failed storm sewer in the intersection of Garfield Avenue and Fengler Street.
The storm sewer and is causing the street to undermine in the travel way.
Work will be performed to repair storm sewer, backfill, and complete associated trench repairs in the street

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

Grafield Avenue and Fengler Street

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other N/A.

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
August 21, 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: $ 20,000 (not to exceed)

**CITY OF DUBUQUE, IOWA**

By: Michael Van Milligen 08/12/2026
Date

**CONTRACTOR:**

Top Grade Excavating, Inc
Company Name

By: Ben Kramer 08-12-26
Signature Date

Ben Kramer
Printed Name

Vice President
Title

Not Applicable

## 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.

Not Applicable

**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

Not Applicable

## 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 or 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

Not Applicable

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

Not Applicable

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:**

_____

Not Applicable

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

Not Applicable

**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 Garfield and Fengler Storm Sewer Repair.

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 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 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.).

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

☐ Also include a current valid tax-exempt certificate (if applicable)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**For any questions, please contact:**

NATHAN RENTZ
Roeder Outdoor Power
2580 Rockdale Road
Dubuque, IA 52003
Work Phone: 5635562071
Cell Phone: 5632582884
Email: nathan@lawnpower.com

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

NATHAN RENTZ

Roeder Outdoor Power

2580 Rockdale Road Dubuque, IA 52003

### Prepared For

CITY OF DUBUQUE PUBLIC WORKS GARAGE

925 KERPER CT

DUBUQUE, IA 520012405

(563) 589-4253

### Prepared By

NATHAN RENTZ

Roeder Outdoor Power

2580 Rockdale Road

Dubuque, IA 52003

5635562071

nathan@lawnpower.com

**Quote Id** 1813784

**Creation Date** 25-Mar-2026

**Expiration Date** 31-Aug-2026

## Quote Summary

| Equipment Summary | Suggested List | Selling Price | QTY In Group | Extended |
|---|---|---|---|---|
| **GATOR™TH 6X4 GAS (Model Year 2027)**<br>**Contract:** IA NASPO MA25112 (PG AN CG 22)<br>**Price Effective Date:** 03-Aug-2026 | **$14,399.95** | **$11,951.96** | **1** | **$11,951.96** |
| **Drop Spreader, 5 cu ft (Click-N-Go)**<br>**Contract:** IA NASPO MA25112 (PG AN CG 22) | **$5,499.99** | **$5,000.00** | **1** | **$5,000.00** |
| **Equipment Total** | | | | **$16,951.96** |

| Trade In Summary | Extended |
|---|---|
| **2016 John Deere TH 6X4 - 1M06X4HDHGM110337** | **$1,800.00** |
| Final Trade Allowance | $1,800.00 |

| Quote Summary | |
|---|---|
| Total Selling Price | $16,951.96 |
| Total Trade-In Allowance | ($1,800.00) |
| Trade Difference | $15,151.96 |
| **Sub-total** | **$15,151.96** |
| **Balance Due** | **$15,151.96** |

**Salesperson : X** _____

**Accepted By : X**

# Selling Equipment

Quote # 1813784

Customer CITY OF DUBUQUE PUBLIC WORKS GARAGE

## GATOR™TH 6X4 GAS (Model Year 2027)

QTY In Group : 1

| | |
|---|---|
| Equipment Notes | - - - |
| Hours | - - - |
| Serial Number | - - - |
| Stock Number | - - - |
| Contract | IA NASPO MA25112 (PG AN CG 22) |
| Price Effective Date | 03-Aug-2026 |
| PUK Parent Serial # | - - - |

Suggested List
$14,399.95
Selling Price
$11,951.96
Discount Amount
($2,447.99)

### Equipment Summary

| Code | Description | Qty | List Price | Discount % | Discount $ | Adjusted Selling Price |
|---|---|---|---|---|---|---|
| 561JM | GATOR™TH 6X4 GAS (Model Year 2027) | 1 | $13,499.00 | 17.0% | ($2,294.83) | $11,204.17 |

### Base / Options

| Code | Description | Qty | List Price | Discount % | Discount $ | Adjusted Selling Price |
|---|---|---|---|---|---|---|
| 001F | US 49 State | 1 | $0.00 | 17.0% | $0.00 | $0.00 |
| 0505 | Build to Order | 1 | $0.00 | 17.0% | $0.00 | $0.00 |
| 1015 | Turf Tires | 1 | $0.00 | 17.0% | $0.00 | $0.00 |
| 4079 | Less Roof and Panels | 1 | $0.00 | 17.0% | $0.00 | $0.00 |
| 5100 | Base Comfort and Convenience Package | 1 | $0.00 | 17.0% | $0.00 | $0.00 |
| | Includes deluxe cargo box with paint, reflectors, and manual cargo box lift | | | | | |
| **Total Base / Options** | | | **$13,499.00** | | **($2,294.83)** | **$11,204.17** |

### Dealer Attachments

| Code | Description | Qty | List Price | Discount % | Discount $ | Adjusted Selling Price |
|---|---|---|---|---|---|---|
| BUC11248 | Deluxe Light Kit | 1 | $614.19 | 17.0% | ($104.41) | $509.78 |
| | Compatible with Model Years 2017 to current for TH, TX, TX-Turf, and TE Utility Vehicles.<br>If equipped with 48V to 12V converter.<br>Kit includes backup lights, four-way flashers, turn signals (front and rear), brake lights, taillights, front position lights. Front turn signals also act as rear view mirrors. | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| BM23458 | Front Bumper | 1 | $286.76 | 17.0% | ($48.75) | $238.01 |
| | Includes 1.25 in. Front Receiver Hitch. | | | | | |
| **Total Dealer Attachments** | | | **$900.95** | | **($153.16)** | **$747.79** |
| **Selling Price Subtotal** | | | | | | **$11,951.96** |
| **Total Selling Price** | | | | | | **$11,951.96** |

## Drop Spreader, 5 cu ft (Click-N-Go)

QTY In Group : 1

| | |
|---|---|
| Equipment Notes | - - - |
| Hours | - - - |
| Serial Number | - - - |
| Stock Number | - - - |
| Contract | IA NASPO MA25112 (PG AN CG 22) |
| PUK Parent Serial # | - - - |

| | |
|---|---|
| Suggested List | $5,499.99 |
| Selling Price | $5,000.00 |
| Discount Amount | ($499.99) |

### Equipment Summary

| Code | Description | Qty | List Price | Discount % | Discount $ | Adjusted Selling Price |
|---|---|---|---|---|---|---|
| LP53522 | Drop Spreader, 5 cu ft (Click-N-Go) | 1 | $5,499.99 | 0.0% | $0.00 | $5,499.99 |
| **Total Base / Options** | | | **$5,499.99** | | **$0.00** | **$5,499.99** |

### Customer Discounts

| Description | Discount Amount |
|---|---|
| Early Order Program | ($499.99) |
| **Total Discounts** | **($499.99)** |
| **Selling Price Subtotal** | **$5,000.00** |
| **Total Selling Price** | **$5,000.00** |

# Trade-Ins

## 2016 John Deere TH 6X4

| | |
|---|---|
| Trade-In Notes | - - - |
| Serial Number | 1M06X4HDHGM110337 |
| Stock Number | |
| Hour Meter | 5300.0 |

| Description | Net Trade Value |
|---|---|
| 2016 John Deere TH 6X4 | $1,800.00 |

| | |
|---|---|
| Pay Off | $0.00 |
| **Total** | **$1,800.00** |

**Factory Build Codes**

| Code | Description | Code | Description |
|---|---|---|---|
| 5617M | TH 6X4 GAS | 1015 | TURF TIRE |
| 6018 | LESS REAR RECEIVER HITCH | 001A | COUNTRY CODE- US/CANADA |
| 4199 | LESS REAR PROTECTION PACKAGE | 4099 | LESS FRONT PROTECT PACKAGE |
| 3100 | MANUAL LIFT W/LATCH/PROP ROD | 3001 | CARGO BOX,TEXTURE,REFLECT |
| 2017 | ADJUSTABLE SEAT | | |

**Warranty Coverage**

| Type | Term | Expiration Date |
|---|---|---|
| EMISSIONS WARRANTY | EMISSIONS 24M | 2018-08-04 |
| BASIC WARRANTY | BASIC 12M / 1000 HR | 2017-08-03 |

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 Richer, Traffic Engineer

**DATE:** August 14,2026

**RE:** Request to Sign Contract – Street Light Repair 1800 Rosemont

Attached is the short Form Public Improvement Contract between the City of Dubuque and McDermott Excavating of Dubuque, IA to install a new street light base and pole that was damaged.

The estimate is $3,600 and will be funded from 5524000013 (Street Light Traffic Control)

It would be appreciated if you would execute the attached document related to this project. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-690-6067

5524000013

# CITY OF DUBUQUE, IOWA
# SHORT FORM
# PUBLIC IMPROVEMENT CONTRACT
# PROJECTS ESTIMATED AT LESS THAN $100,000.00

**Check Appropriate Box**

☑ Estimate under $25,000.00

☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

McDermott Excating (Contractor) at
(Contractor Name)
11672 Airborne Road Dubuque IA 52003
(Contractor's Address - City and State)

**PROJECT TITLE:** Street Light - 1800 Rosemont

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**CONTRACTOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:

Mobilization - Barricades and fence as necessary
Saw and remove 64 sf of city sidewalk
Excavate around existing light base and remove
Pick up new base from city yard and install new 24" or 18" base - Back fill with 3/4" base stone and compact
Seed, fertilize and straw mat disturbed area
Clean up from work

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

1800 Rosemont Street

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☐ Yes ☑ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

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

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

6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before
August 31st, 2026
(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

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

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

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

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

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

    <u>When Applicable:</u>

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

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

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

15. The City is exempt from federal excise tax and Iowa sales tax.

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

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

18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

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

20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

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

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

**THE CITY AGREES:**

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

CONTRACT AMOUNT: $ 3,600.00

**CITY OF DUBUQUE, IOWA**

By: _____ 08/14/2026
Date

**CONTRACTOR:**

McDermott Excavating
Company Name

By: Kevin P. Donovan Digitally signed by Kevin P. Donovan Date: 2026.04.29 17:56:51 -05'00' 8/13/2026
Signature Date

Kevin P. Donovan
Printed Name

Superintendent
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: McDermott Excavating

By: Kevin P. Donovan

Its: Superintendent

Date: 8/13/2026

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, McDermott Excavting, 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 1800 Rosemont 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:**

Michael Van Milligen

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: 1800 Rosemont or Project Location at 1800 Rosemont or construction of _____.

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

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

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

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

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

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

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

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

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

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

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

## INSURANCE SCHEDULE F (continued)

## EXHIBIT I

### A) COMMERCIAL GENERAL LIABILITY

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

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

### B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

**OR**

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**C) AUTOMOBILE LIABILITY**

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

**D) UMBRELLA/EXCESS LIABILITY**

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

**E) POLLUTION LIABILITY**

Coverage required: ___ Yes X No

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

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

**F) RAILROAD PROTECTIVE LIABILITY**

Coverage required: ___ Yes _X_ No

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

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

**AND**

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

**PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

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

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

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

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

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

SPECIMEN

## EXHIBIT D

## LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

MDELLCD-01 LWOOD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2026

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: Lu Anne Wood | |
|---|---|---|
| TRICOR, LLC - Dubuque<br>600 Star Brewery Drive<br>Suite 110<br>Dubuque, IA 52001 | PHONE (A/C, No, Ext): (608) 405-1161 2202 | FAX (A/C, No): |
| | E-MAIL ADDRESS: lwood@tricorinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Integrity | 12986 |
| INSURED | INSURER B : Westchester Surplus Lines Insurance Company | 10172 |
| MDE LLC dba McDermott Excavating<br>11672 Airborne Rd<br>Dubuque, IA 52003 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | CPP2910156 | 6/1/2026 | 6/1/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 300,000 |
| | | | | | | | 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 | | | CA 2910135 | 6/1/2026 | 6/1/2027 | BODILY INJURY (Per person) | $ | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ | 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | CUP2910157 | 6/1/2026 | 6/1/2027 | AGGREGATE | $ | 5,000,000 |
| | DED RETENTION $ | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y | N / A | X | WCP2910144 | 6/1/2026 | 6/1/2027 | 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 |
| B | Pollution Liability | | | G28367466 006 | 2/1/2026 | 2/1/2027 | $10,000 Ded | | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Work Comp Excludes Member Tara Duggan.

Project Name: 1800 Rosemont
City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their
SEE ATTACHED ACORD 101

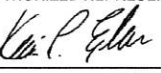
**CERTIFICATE HOLDER**

City of Dubuque Engineering Department
50 West 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: MDELLCD-01 LWOOD

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| TRICOR, LLC - Dubuque | MDE LLC dba McDermott Excavating<br>11672 Airborne Rd<br>Dubuque, IA 52003<br>Dubuque |
| POLICY NUMBER<br>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:**
board members, employees and volunteers are additional insured on a primary, non-contributory basis including ongoing and completed operations. Governmental Immunities applies in favor of City of Dubuque. Waiver of subrogation on the Work Comp and general liability policies in favor of the City of Dubuque. Umbrella follows form. Notice of cancel is amended to 30 days.



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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:** Michael C. Van Milligen, City Manager

**FROM:** Duane Richer, Traffic Engineer

**DATE:** August 14,2026

**RE:** Request to Sign Contract – Street Light Stone Valley Drive

Attached is the short Form Public Improvement Contract between the City of Dubuque and McDermott Excavating of Dubuque, IA to excavate approximately 50LF of existing conduit for repairs to streetlight conduit.

The estimate is $1,600 and will be funded from 5523000003 (Street Light Replacement)

It would be appreciated if you would execute the attached document related to this project. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

5523000003

City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-690-6067

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**PUBLIC IMPROVEMENT CONTRACT**
**PROJECTS ESTIMATED AT LESS THAN $100,000.00**

**Check Appropriate Box**
☑ Estimate under $25,000.00
☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

McDermott Excating (Contractor) at
(Contractor Name)
11672 Airborne Road Dubuque IA 52003
(Contractor's Address - City and State)

**PROJECT TITLE:** Street Light Conduit - Stone Valley Drive

(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:

Excavate approx. 50 LF of existing conduit to a depth of no more than 24" deep
Backfill conduit after the repair with existing materials
Seed, Fertilize and straw mat disrurbed area
Clean up from work

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

Stone Valley 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 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
September 15th, 2026
(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

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

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

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

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

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

    <u>When Applicable:</u>

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

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

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

15. The City is exempt from federal excise tax and Iowa sales tax.

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

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

18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

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

20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

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

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

**THE CITY AGREES:**

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

CONTRACT AMOUNT: $ 1,600.00

**CITY OF DUBUQUE, IOWA**

By: _____ 08/14/2026
Date

**CONTRACTOR:**

McDermott Excavating
Company Name

By: Kevin P. Donovan Digitally signed by Kevin P. Donovan Date: 2026.04.29 17:56:51 -05'00' 8/13/2026
Signature Date

Kevin P. Donovan
Printed Name

Superintendent
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: McDermott Excavating

By: Kevin P. Donovan

Its: Superintendent

Date: 8/13/2026

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, McDermott Excavting, 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 1800 Rosemont 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: Stone Valley Drive or Project Location at Stone Valley Drive or construction of _____.

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

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

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

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

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

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

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

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

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

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

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

**INSURANCE SCHEDULE F (continued)**

**EXHIBIT I**

## A) COMMERCIAL GENERAL LIABILITY

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

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

## B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

**OR**

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**C) AUTOMOBILE LIABILITY**

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

**D) UMBRELLA/EXCESS LIABILITY**

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.
All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

**E) POLLUTION LIABILITY**

Coverage required: ___ Yes X No

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

Each Occurrence $2,000,000

Policy Aggregate $4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.
7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

**F) RAILROAD PROTECTIVE LIABILITY**

Coverage required: ___ Yes _X_ No

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

Railroad Protective Liability:

$_____ each occurrence (per limits required by Railroad)

$_____ policy aggregate (per limits required by Railroad)

**AND**

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

**PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

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

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

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

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

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

SPECIMEN

## EXHIBIT D

## LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

MDELLCD-01 LWOOD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>TRICOR, LLC - Dubuque<br>600 Star Brewery Drive<br>Suite 110<br>Dubuque, IA 52001 | CONTACT NAME: Lu Anne Wood<br>PHONE (A/C, No, Ext): (608) 405-1161 2202 FAX (A/C, No):<br>E-MAIL ADDRESS: lwood@tricorinsurance.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Integrity — 12986 |
| INSURED<br>MDE LLC dba McDermott Excavating<br>11672 Airborne Rd<br>Dubuque, IA 52003 | INSURER B : Westchester Surplus Lines Insurance Company — 10172 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | X | X | CPP2910156 | 6/1/2026 | 6/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | CA 2910135 | 6/1/2026 | 6/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | CUP2910157 | 6/1/2026 | 6/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | WCP2910144 | 6/1/2026 | 6/1/2027 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Pollution Liability | | | G28367466 006 | 2/1/2026 | 2/1/2027 | $10,000 Ded | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Work Comp Excludes Member Tara Duggan.

Project Name: Street Light Conduit-Stone Valley Drive
City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their
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

Kevin P. Eller


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AGENCY CUSTOMER ID: MDELLCD-01 LWOOD

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| TRICOR, LLC - Dubuque | MDE LLC dba McDermott Excavating<br>11672 Airborne Rd<br>Dubuque, IA 52003<br>Dubuque |
| POLICY NUMBER<br>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:
board members, employees and volunteers are additional insured on a primary, non-contributory basis including ongoing and completed operations. Governmental Immunities applies in favor of City of Dubuque. Waiver of subrogation on the Work Comp and general liability policies in favor of the City of Dubuque. Umbrella follows form. Notice of cancel is amended to 30 days.



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InterContinental Kansas City at the Plaza

401Ward Parkway
Kansas City, MO 64112

# Group & Function Contract

| | | | |
|---|---|---|---|
| TODAY'S DATE: | August 10, 2026 | CONTACT: | Gina Bell |
| SIGNED CONTRACT DUE: | 8/10/26 | TELEPHONE: | 5636906038 |
| ACCOUNT: | City of Dubuque – Sustainability Office | EMAIL: | gbell@cityofdubuque.org |
| ADDRESS: | 50 West 13th Street, Dubuque, Iowa 52001 | EVENT NAME: | Heartlandia Gathering |
| | | **CONTRACT DUE:** | ***8/28/26*** |
| | | SALES MANAGER: | Tiffany Boyle |
| | | EVENT MANAGER: | |

This **Group & Function Contract** ("Agreement") is by and between **City of Dubuque – Sustainability Office** ("Group" or "you" or "your(s)") and Driftwood Hospitality ("Management Company"), d/b/a **InterContinental Kansas City at the Plaza** (the "Hotel" or "we" or "us" or "our").

## Sleeping Rooms and Rates (Room Block)

| | | Wed 10/14/2026 | | Thu 10/15/2026 | | Friday 10/16/2026 | |
|---|---|---|---|---|---|---|---|
| | Occupancy | Rooms | Rate | Rooms | Rate | Rooms | Rate |
| Run of House | S | 10 | $178.00 | 10 | $178.00 | 10 | $178.00 |
| | D | 15 | $178.00 | 15 | $178.00 | 15 | $178.00 |

**TOTAL SLEEPING ROOM NIGHTS RESERVED:** 75

**TOTAL ANTICIPATED SLEEPING ROOM REVENUE: $13,350.00**

Sleeping room rates as noted in the "Room Block" are **net non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments. Quoted sleeping rates will be offered, based on availability of contracted room type(s), to your attendees three days before and three days after the above dates.

**RESERVATION METHOD:** **Rooming List**

**Rooming List:** Reservations will be made by room list provided by group contact by cut-off date. The detailed room list to include: Guest First & Last Name, Arrival Date, Departure Date, and Room Type Preference.

**CUT-OFF DATE:** 9/14/26

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed no later than9/14/26**.** This date will be known as your "Cut-Off Date" Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

**SLEEPING ROOM BILLLING:**

**Room and Tax to Master:** Group will be responsible for sleeping room rates (including any tax) for all attendees. All such charges will be posted to the Master Account. Incidental charges (e.g. room service, gift shop charges and in-room entertainment fees) will be the responsibility of each individual guest. At the time of check-in, each guest will be required to present a major credit card on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than **80%** of the Standard Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "**Sleeping Room Performance Fee**"). Any Sleeping Room Performance Fee will be added to the Master Account.

***Please Note:** Room placement of the guest rooms will be determined by the type of room that is booked. A block of rooms does not guarantee that all guests will be in the same location, nor the same building.

**I understand room placement.**

Doc ID: 20260818153650243
Sertifi Electronic Signature

**Initial here** MVM
E-Signed

Parties are not permitted in guestrooms and suites. If an after-party is desired following your event, please make prior arrangements with your Event Manager. Noise complaints from other guests are taken seriously. Hotel security/management will respond to guest complaints regarding excessive noise. After a maximum of two warnings, responsible parties will be evicted from the premises. No compensation will be refunded to the offending parties or event/group contact for forfeiting their guest rooms.

**Initial here** MVM
E-Signed

**TAXES AND MANDATORY FEES**

Room rates are subject to the following taxes and applicable fees:

| | |
|---|---|
| 1) City Tax | 7.5% |
| 2) State Tax | 10.95% |
| **Total Occupancy Tax:** | **18.45%** |
| | |
| 3) Arena Fee | $ 3.00 |
| 4) Destination Fee | $10.00 |
| Total Tax | $ 2.40 |
| **Total Arena & Destination Fee** | **$15.40** (per night) |

Please note that the above taxes may change without notice

If you maintain tax-exempt status, please provide us with a tax exemption certificate by Monday, August 10, 2026, so that we may assure that your billing arrangements are in order.

Tax-exempt attendees are responsible for presenting appropriate tax exemption certification in order to assure proper handling of their individual accounts.

**PARKING – Included in Rate**

Hotel parking fees for standard size vehicles are as follows, and subject to change without notice:

| | | |
|---|---|---|
| Self-Parking: | Event | $10.00 |
| | Overnight | $30.00 |
| Valet Parking: | Event | $20.00 (up to 10 hours, non-overnight) |
| | Overnight | $35.00 |
| Bus Parking: | Per day | $99.00 |

Hotel does not provide parking for commercial trucks and buses. Advance arrangements must be made for offsite parking. This includes vehicles for all 3rd party vendors after they have loaded or unloaded.

Group will be solely and fully responsible for informing Attendees, prior to making reservations, of these charges and that they are separate and distinct from and in addition to the room rate and from taxes. Group will not, in any printed materials regarding the meeting or in any other manner, combine these charges and applicable taxes thereon into any category such as taxes or room rate.

**ADDITIONAL CHARGES:** In addition to the customary charges associated with your Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.) the Hotel offers other services for which there may be fees either to the Group or the individual attendee (as applicable) and include, but are not limited to, the following: Business Center, Banner Hanging, Telephone Rental, Labor for Audio-Visual & Electrical Requirements.

**Guarantee of Charges:** You agree to provide your final attendee count & food and beverage counts by 3 business days prior to arrival date. The services, products, fees etc., as noted will be provided at the time of your event and you will be charged based on the event guarantee that you give us or the number of people indicated at the time you signed this agreement, whichever is greater. We will not undertake to serve more than 5% more than this guaranteed minimum.

**IHG BUSINESS REWARDS:** ("Event Planner") is eligible for earn IHG Business Rewards for a qualifying event. The IHG Business Rewards

Account Number is 293808514 for this Event, Event Planner is eligible to earn **three** IHG Business Reward bonus point for event dollar spent, up to a maximum award of 60,000 IHG Business Rewards bonus points. Eligible revenue will include such as: sleeping room, food and beverage, meeting room rental revenue up to a maximum of $20,000 of eligible revenue. Full details and rules regarding the IHG Business Rewards Program are available by visiting https://www.ihg.com/hotels/us/en/businessrewards/home. Group must notify Hotel of recipient's IHG Business Rewards number upon receipt of signed agreement. It is up to the client to ensure that the listed IHG number is included within the IHG Business Rewards program. Failure to be enrolled in the program, will void all earned points.

**ADDITIONAL CONCESSIONS**: In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions based on the achievement of 80% or greater of your Total Anticipated Sleeping Room Revenue. If the Anticipated Sleeping Room Revenue materializes at less than 80%, the concessions will be reduced proportionately at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value, in addition to any performance damages you may owe. Please advise your Event Manager no later than seven (7) days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

**CONCESSIONS:** The InterContinental Kansas City at the Plaza will provide the following concessions:

- Complimentary internet access in the guest rooms
- Reward Points for IHG Reward Members

- Group rate available pre/post contracted dates, based upon hotel availability
- Overnight Parking Included

## STANDARD TERMS AND CONDITIONS

**1. DEPOSITS / EARLY CHECK OUT FEE:** To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event, 3 days in advance of arrival date. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. For cancellations within 3 days, the Hotel charges one night room and tax to the credit card.

Our check-in time is 4PM; check-out time is 11AM. All guests arriving before 4PM will be accommodated as rooms become available. Our Bell Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day. If an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee of one night room and tax. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees of the charge.

**3. PAYMENT TERMS:** By signing this document you agree to pay the entire contract price in cash, credit card, ACH or by certified check at least 14 business days prior. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided below if payment is not made as agreed. We accept American Express, Discover Card, Master Card or Visa. If per your banquet event order, items are to be charged by consumption, you agree to provide us with a credit card to be pre-authorized and to which all estimated master account charges will be charged at the conclusion of your event.

We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.
If credit has not been approved for your Event, you will provide us with a valid credit card to which all estimated Master Account charges will be charged.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. If any charges are disputed, then the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

| Summary of Billing and Payment | |
|---|---|
| **Master Account** | Credit Card |
| **Room and Tax** | Master |
| **Incidentals** | Individuals |

Payments do not auto draft to the credit card provided and kept on file. You must call or email your event manager on or before the due date to set up your payments. Late fee may apply if you do not call or email.

| Date | Deposit Due |
|---|---|
| 20% upon return of signed Contract | |
| 30 days prior to arrival | 100% Contracted Revenue Commitment |
| 14 days prior to arrival | Remaining balance |

**4. CANCELLATION AND PERFORMANCE DAMAGES:** The special rates we offer to you are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

| Date of Hotel's Receipt of Written Cancellation Notice Prior to Arrival Date | Amount of Cancellation Damages Owed |
|---|---|
| 59 Days or Less | 90% of Minimum Anticipated Revenue |

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus any applicable state and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

If the Event is held but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event, you agree to pay reasonable liquidated damages to the Hotel for your lack of performance. The performance damages owed will be the amount necessary for the Hotel to receive no less than 80% of the Total Minimum Anticipated Sleeping Room Revenue, and 100% of the Total Minimum Food and Beverage Revenue, plus any applicable state and/or local taxes as required by law.

**ATTRITION CHARGES.** Client will meet its minimum revenue requirements under this Agreement if it fulfills its minimum food & beverage revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

| | |
|---|---|
| **Adjusted Contracted Guest Room Revenue:** | 80% of $13350 = **$10680** |

This attrition allowance does not apply if Client cancels the Agreement or does not hold the Event. If Client hold its Event, but does not fulfill its adjusted minimum guest room revenue commitment it will pay guest room attrition damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

| |
|---|
| **Guest Room Attrition Damages =** Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block |

If Client does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue as Meeting Room Rental (plus all applicable taxes).

Client agrees that estimated Guest Room Attrition Damages will be paid at least (14) fourteen days in advance of arrival, even if direct billing has been approved. Client will receive a credit if the final damages vary from the estimated damages.

**5. IMPOSSIBILITY / FORCE MAJEURE:** Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

**6. INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hotel's Owner, and Intercontinental Hotel Group, Inc., and each of their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent such any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

**8. GOVERNING LAW:** The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**9. HOTEL POLICIES:**

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Sales Department.

Signage and Decor: Signs, banners or other decorations are not allowed in public areas. Any signage in private areas must be professionally made and approved by Hotel and may not be affixed to the walls, floor or ceiling with push pins, nails, staples, carpet tape or other like materials. Candles with open flame, confetti, bird seed, rice and glitter may not be used on Hotel's premises.

Loss Prevention: The Hotel reserves the right to inspect and control all private functions. Hotel will not be responsible for damage or loss of any items brought into the Hotel, or for any items left unattended.

Music Licensing: Hotel is not responsible for obtaining licenses that may be required by Group's use of music or video during the Event. Group will obtain all such required licenses and to indemnify, defend and hold harmless Hotel, [Hotel owner], and [Management company] from any claims or liabilities in this regard.

Food and Beverage Policies: Due to licensing requirements and quality control issues, all food and beverage served on Hotel premises must be supplied, served and prepared by Hotel. No alcohol service will be provided to Attendees who are not of legal drinking age.

**10. DISPUTE RESOLUTION:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**11. COLLECTION/ATTORNEY'S FEES:** The parties agree that if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.

**12. DELIVERIES:** Arrangements for delivery of packages should be made through the Sales and Catering Office. Receiving, handling and storage charges may apply. Authorized packages or shipments will be accepted (3) days prior to the function/arrival date; shipments from Hotel must be made within (3) days following the conclusion of the function/departure date. No COD packages will be accepted.

Hotel will accept up to (5) packages, less than twenty pounds each, at no charge. Special arrangements must be made in advance if you are shipping more than (5) packages or package is over weight limit. Receiving, handling and storage charges may apply.

Please mark clearly and label any shipments as follow:

Doc ID: 20260818153650243
Sertifi Electronic Signature

InterContinental Kansas City at the Plaza
Hold for Arrival: Guest Name, Conference Name, Arrival Date
401 Ward Parkway
Kansas City, MO 64112

1. **OPTION DATE**
To confirm arrangements for this meeting, please sign and return one copy of this Contract prior to *8/10/26*. After this date, if we have not received a signed Contract, we reserve the right to release the space being held for you.

***ENTIRE*** *AGREEMENT: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the* ***Standard Terms and Conditions****, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Agreement.*

The InterContinental Kansas City at the Plaza:

**E-Signed :** 08/20/2026 01:02 PM CDT
Tiffany Boyle
tboyle@kansascityic.com
IP: 74.87.170.78
Sertifi Electronic Signature
DocID: 20260818153650243

Title: Catering Manager

_____
Date

City of Dubuque – Sustainability Office:

**E-Signed :** 08/20/2026 11:25 AM CDT
Michael C Van Milligen
gbell@cityofdubuque.org
IP: 66.230.247.6
Sertifi Electronic Signature
DocID: 20260818153650243

_____
Date

**E-Signed :** 08/20/2026 01:15 PM CDT
Nathan R. Wood
nwood@kansascityic.com
IP: 74.87.170.78
Sertifi Electronic Signature
DocID: 20260818153650243

Name: Nathan Wood
Title: Director of Sales & Marketing

_____
Date

Note: This contract is not considered valid until signed by the Hotel Sales Manager, an authorized signer for the Account, and the Hotel's Director of Sales and Marketing or Hotel's designated signer.

Written acceptance constitutes a binding contract between The InterContinental Kansas City at the Plaza and Urban Sustainability Directors Network (USDN). This document must therefore be signed by a representative authorized to commit such arrangements on behalf of Urban Sustainability Directors Network (USDN).

# GRASS MOWING AGREEMENT
# BETWEEN
# THE CITY OF DUBUQUE AND HOYNE LANDSCAPING AND SNOWPLOWING, INC.

This Grass Mowing Agreement (this "Agreement") is between City of Dubuque, Iowa, (the "City") and Hoyne Landscaping and Snowplowing, Inc., an Iowa corporation with an address of 17921 S. John Deere Rd., Dubuque, IA (the "Contractor") warranting itself to be licensed and qualified to perform the Work specified herein, each known individually as a "Party" and collectively as the "Parties."

In consideration of their mutual promises, the Parties agree as follows:

1. **Effective Date:** This Agreement becomes effective on the date it is last signed by the City and the Contractor (the "Effective Date"). Contractor shall not begin Work, deliver materials, or incur reimbursable costs before the Effective Date or before the City issues a Task Order.

2. **Performance Period:** The initial performance period is twelve (12) months beginning on the Effective Date (the "Initial Term"), unless earlier terminated under this Agreement.

3. **Option to Extend:** The City may extend this Agreement for one additional twelve (12)-month period by giving written notice to Contractor at least thirty (30) days before the Initial Term expires. The maximum total duration of this Agreement is twenty-four (24) months. The Initial Term and any extension exercised under this Section are collectively referred to as the "Term."

4. **Task Orders:** The City may issue a task order for each property requiring nuisance abatement (each, a "Property") and any special instructions (each, a "Task Order"). Contractor shall perform only Work authorized by a Task Order. If Work does not comply with this Agreement or the applicable Task Order, the City may reject the Work, require correction at no additional cost, and withhold the disputed payment until the deficiency is sufficiently corrected.

5. **Scope of Work:** Contractor shall provide all labor, materials, equipment, supervision, and other services necessary to mow and maintain grass and weeds at Properties identified in Task Orders in compliance with applicable City ordinances and this Agreement (the "Work").

   **5.1 Timeliness:** Contractor shall complete each Task Order as soon as practicable and no later than forty-eight (48) hours after the City transmits it, unless the City authorizes a different deadline in writing.

   **5.2 Protection of Persons and Property:**

   **5.2.1** Contractor shall perform the Work safely and in an orderly manner and shall protect persons and existing property from damage.

   **5.2.2** Contractor is responsible for damage to City property, the Property, or adjacent property caused by Contractor or its employees, agents, or subcontractors.

   **5.2.3** The Contractor shall promptly repair or replace such damaged property, to the City's reasonable satisfaction, at no additional cost to the City.

   **5.2.4** Contractor shall promptly notify the City of denied access, unsafe conditions, animals, suspected hazardous materials, or other conditions that prevent or materially delay the Work. Contractor shall not perform work outside the scope of a Task Order without prior written authorization from the City.

   **5.3 Safety Regulations:**

**5.3.1** Contractor shall conduct all operations in strict accordance with all applicable OSHA and federal, state, and local safety regulations.

**5.3.2** Contractor is solely responsible for its means, methods, supervision, and safety precautions and for the safety of its employees, agents, and subcontractors.

**5.4 Condition of Property Upon Completion:**

**5.4.1** Contractor shall mow and maintain the grass and weeds at the Property in accordance with applicable City ordinances and the applicable Task Order

**5.4.2** All public rights-of-way shall be cleared of clippings or debris upon completion.

**5.4.3** Contractor shall use reasonable care to prevent clippings and debris from entering adjoining properties.

**5.5 Documentation:**

**5.5.1** Contractor shall submit invoices via email, itemized by property and include the following:

**5.5.1.1** A copy of the task order as received from the City;

**5.5.1.2** A digital, date and time-stamped street-view photo identifying the Property;

**5.5.1.3** A "before" photo of the grass and weed condition;

**5.5.1.4** An "after" photo of the completed Work;

**5.5.1.5** The date and time the Work was completed;

**5.5.1.6** The total hours required to complete the Work.

**5.5.2** An invoice is not complete until it contains all documentation required by Sectio n5.5.1. The City's payment period does not begin until the City receives a complete and accurate invoice. The City may return or reject an incomplete invoice.

**6. Insurance:** Contractor shall maintain insurance as required by the attached Appendix A, Insurance Schedule F, which is incorporated into this Agreement, throughout the Term and while performing any Work. Before performing Work upon each policy renewal, Contractor shall the City's Housing and Community Development Department with a certificate of insurance demonstrating compliance with Appendix A. Contractor shall not perform Work while required insurance is not in effect.

**7. Indefinite Quantity Agreement:** This is an indefinite delivery, indefinite quantity contract. The City does not guarantee the number, frequency, or value of Task Orders except for the Minimum Agreement Value stated below. Contractor shall furnish all personnel, equipment, materials, supplies, and services required to complete authorized Task Orders.

**7.1 Maximum Agreement Value:** The total amount payable for Work performed during each twelve (12)-month performance period shall not exceed $25,000.

7.2 **Minimum Agreement Value:** Subject to Contractor's continued compliance with this Agreement and ability to timely perform Task Orders, the City shall order or pay for at least $1,500 of Work during each twelve (12)-month performance period. No unpaid minimum is due if the City terminates this Agreement for Contractor default.

8. **Governing Law:** This Agreement is governed by and construed under Iowa law.

9. **Venue:** Any action arising out of or relating to this Agreement shall be brought exclusively in the Iowa District Court for Dubuque County, Iowa.

10. **Compliance with Laws:** Contractor shall, at its expense, comply with all applicable federal, state and local laws, ordinances, and regulations, and maintain all licenses and permits required to perform the Work.

11. **Independent Contractor:** Contractor is an independent contractor and is not an employee, agent, partner, or joint venturer of the City.

12. **Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, but only to the extent caused by the negligent or wrongful acts or omissions of Contractor or anyone for whom Contractor is responsible in performing the Work. This section does not require Contractor to indemnify any person for that person's own negligence.

13. **Payment:** The City shall pay Contractor within thirty (30) days after the later of (a) the City's acceptance of the Work and (b) the City's receipt of a complete and accurate invoice meeting Section 5.5.

13.1 The City may reject deficient Work or accept any conforming portion of the Work. Acceptance does not waive noncompliance that was not reasonably discoverable at the time of acceptance or Contractor's obligations under this Agreement.

13.2 The City and Contractor agree to an hourly rate of $75.00 per crew hour, regardless of crew size (the "Hourly Rate"). The Hourly Rate includes all labor, materials, supplies, insurance, licenses, delivery, tools, equipment, and all other costs necessary to complete a Task Order. Contractor may bill only for time actually spent performing authorized Work at the Property.

13.3 Contractor shall not perform or charge the City for services outside the authorized scope of a Task Order unless the services are approved in a written change order signed by an authorized City representative before the additional services are performed.

13.4 The City may withhold any disputed amount for deficient, unauthorized, undocumented, or otherwise noncompliant Work and shall pay an undisputed amount when due. Contractor shall promptly correct deficient Work at no additional cost.

13.5 Knowingly requesting or accepting payment in excess of the value of authorized, completed Work is a material breach of this Agreement.

14. **Records:** Contractor shall maintain complete records supporting all invoices and compliance with this Agreement for five (5) years after final payment. Upon reasonable notice during normal business hours, Contractor shall make those records available to the City and any authorized state or federal auditor or agency.

15. **Equal Employment Opportunity:** During the performance of this Agreement and any Task Order, Contractor shall comply with all applicable equal-employment-opportunity and nondiscrimination laws. Contractor shall not unlawfully discriminate against any employee, subcontractor, agent, or applicant on any basis protected by applicable federal, state, or local law and shall include this requirement in each approved subcontract.

16. **Termination:** The City may terminate this Agreement for convenience upon seven (7) days' written notice to Contractor. The City may terminate this Agreement immediately, or after any cure period the City considers reasonable, if Contractor fails to timely perform, fails to maintain insurance, violates applicable law, or materially breaches this Contract. Upon termination, Contractor shall stop Work as directed and submit a final invoice. Except for the unpaid shortfall, if any, between the Minimum Agreement Value and the amount paid or payable for authorized and accepted Work during the applicable twelve (12)-month performance period following a termination for convenience, the City is liable only for authorized and accepted Work performed before termination. No minimum payment is due following termination for Contractor default.

17. **Assignment and Subcontracting:** Contractor shall not assign this Agreement or subcontract any Work without the City's prior written consent. Any approved subcontractor must meet all applicable requirements of this Contract. Contractor remains fully responsible for all Work and for the acts and omissions of its subcontractors.

18. **Notices:** Any notice required under this Agreement must be in writing and delivered personally, by mail or email with confirmation of receipt, to the address or email address stated in the signature blocks.

19. **Entire Agreement:** This Contract, Appendix A, and issued Task Orders constitute the entire agreement concerning the Work and supersede prior or contemporaneous communications. In the event of a conflict, this Agreement controls unless a written amendment signed by both parties expressly states otherwise. Any amendment or waiver must be in writing and signed by an authorized representative of the party to be bound.

20. **Severability:** If any provision is unenforceable, the remaining provisions remain effective. A Party's failure to enforce a provision is not a waiver of that provision for any later breach.

21. **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

**(Signature page to follow)**

## APPENDIX A

## INSURANCE SCHEDULE F

**CITY OF DUBUQUE**

Signature: Michael Van Milligen

Printed Name: Michael Van Milligen

Title: City Manager

Address: 50 W 13th St

Date: 08/20/2026

**HOYNE LANDSCAPING AND SNOWPLOWING, INC.**

Signature: Jeff Hoyne

Printed Name: Jeff Hoyne

Title: President

Address: 17921 S. John Deere Rd

Date: 7/29/2026

# Quotation # Q-571538

**Date:** August 5, 2026

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 27963 Contract # ENTERPRISE AGREEMENT**

City of Dubuque
Information Technology
7850 Chavenelle Rd
Dubuque, IA 52002

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 4/2/2026 To: 9/29/2026***

ATTENTION: Nikki Rosemeyer
PHONE: 15635894174
EMAIL: nrosemeyer@cityofdubuque.org

| Material | Qty | | Unit Price | Total |
|---|---|---|---|---|
| 174382 | 15 | | $1,011.75 | $15,176.25 |
| | Esri Training Pass per Day | | | |

| | |
|---|---|
| Subtotal: | $15,176.25 |
| Sales Tax: | $0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | $0.00 |
| Contract Price Adjust: | $0.00 |
| Total: | $15,176.25 |

This Training Pass is intended for 15 days of instructor-led training classes for a 12-month term from date of purchase. A Customer Service Representative will request that you appoint a Training Pass Administrator. Detailed information about the Training Pass and Training Pass Administrator duties can be found at http://www.esri.com/trainingpass. If you have questions, please contact Esri Training at 1.800.447.9778 x 1-5757.
Please see the attached training terms and conditions for attendance, cancellation and payment information.

Thank you!

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| For questions contact: | Email: | Phone: |
|---|---|---|
| Tosca Ruege | truege@esri.com | (303) 449-7779 x8242 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

RUEGET **This offer is limited to the terms and conditions incorporated and attached herein.**

# Quotation # Q-571538

**Date:** August 5, 2026

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 27963 Contract # ENTERPRISE AGREEMENT**

City of Dubuque
Information Technology
7850 Chavenelle Rd
Dubuque, IA 52002

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 4/2/2026 To: 9/29/2026***

ATTENTION: Nikki Rosemeyer
PHONE: 15635894174
EMAIL: nrosemeyer@cityofdubuque.org

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**If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.**

**If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.**

**In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.**

**BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.**

**Please check one of the following:**

___ **I agree to pay any applicable sales tax.**

___ **I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

Michael Van Milligen
**Signature of Authorized Representative**

8/21/26
**Date**

Mike Van Milligen
**Name (Please Print)**

City Manager
**Title**

---

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| **For questions contact:** | **Email:** | **Phone:** |
|---|---|---|
| Tosca Ruege | truege@esri.com | (303) 449-7779 x8242 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

RUEGET **This offer is limited to the terms and conditions incorporated and attached herein.**

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

Dubuque Plumbing and Heating (Contractor) at
(Contractor Name)
205 Stone Valley Dr
(Contractor's Address - City and State)

**PROJECT TITLE:** Flora Water Playground Pipe Leak Repair

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**CONTRACTOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
the repair of the leaking waterline for the water playground at Flora Pool

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

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
September 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: $ 25,000

**CITY OF DUBUQUE, IOWA**

By: _____ 8/21/26
Date

**CONTRACTOR:**

Dubuque Plumbing and Heating
Company Name

By: _____ 8/21/2026
Signature Date

Travis Kraus
Printed Name

Sr. Project Manager
Title

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:** Nathan Steffen PE, Acting City Engineer

**DATE:** August 27, 2026

**RE:** Request to Sign Contract – Sanitary Sewer Repairs behind 3505 Crescent Ridge

Attached is the Short Form Public Improvement Contract between the City of Dubuque and McDermott Excavating of Dubuque, IA to perform repairs on approximately 24 feet of collapsed 8-inch sanitary sewer main behind 3505 Crescent Ridge that was discovered by the Public Works department during a routine maintenance inspection.

It would be appreciated if you would execute the attached document related to this project. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, PW Dept.
Mykalia Bauer, Eng. Dept.

City of Dubuque
Engineering Department
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**PUBLIC IMPROVEMENT CONTRACT**
**PROJECTS ESTIMATED AT LESS THAN $100,000.00**

**Check Appropriate Box**
☑ Estimate under $25,000.00
☐ Estimate between $25,000.00 and $99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

McDermott Excavating (Contractor) at
(Contractor Name)
11672 Airborne Rd, Dubuque, IA 52003
(Contractor's Address - City and State)

**PROJECT TITLE:** Sanitary Sewer Repairs

(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:

Repair approximately 24 feet of collapsed 8 inch sanitary main behind 3505 Crescent Ridge, discovered by Public Works during routine sewer maintenance. Replace 8 inch clay sewer main with 8 inch SDR 26 PVC sewer main. Restore all of disturbed areas with top soil and hydro-seeding. Also raise two sanitary manholes in area which are buried and currently not accessible.

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

Behind 3505 Crescent Ridge. Dubuque, IA

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

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

- **Request for Bid or procurement documentation**;
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation**;
- **Consent Decree Certification Form, if applicable (Exhibit A)**;
- **Bond Form, if applicable (Exhibit B)**;
- **Plans and Specifications**;
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C)**; and
- Other_____.

Is the project over $25,000.00?

☐ Yes ☑ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.

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

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

6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.

7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before

September 15, 2026

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

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

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

10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.

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

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

    <u>When Applicable:</u>

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

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

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

15. The City is exempt from federal excise tax and Iowa sales tax.

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

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

18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

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

20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

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

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

**THE CITY AGREES:**

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

CONTRACT AMOUNT: $ 23,800.00

**CITY OF DUBUQUE, IOWA**

By: Michael Van Milligen 08/27/2026
Date

**CONTRACTOR:**

McDermott Excavating
Company Name

By: Jason C. McDermott 8/26/26
Signature Date

Jason C. McDermott
Printed Name

Supervisor
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.

# EXHIBIT B

## PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, MDE LLC dba McDermott Excavating, as Principal (hereinafter the "Contractor" or "Principal") and West Bend Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Twenty-Three Thousand Eight Hundred dollars ($23,800), 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 August, 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 Sanitary Sewer Repairs 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. Crescent Ridge 3505

Witness our hands, this 19th day of August, 2026

**SURETY COUNTERSIGNED BY:**

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

**PRINCIPAL:**

MDE LLC dba McDermott Excavating
Contractor

By: Jason C. McDermott
Signature

Jason C. McDermott
Printed Name

Supervisor
Title

**FORM APPROVED BY:**

_____

Representative for Owner

**SURETY:**

West Bend Insurance Company

Surety Company

By: _____

Signature Attorney-in-Fact Officer

Krystal Burken

Printed Name of Attorney-in-Fact Officer

Tricor

Company Name

600 Star Brewery Drive Ste 110

Company Address

Dubuque, Iowa 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.

WEST BEND®

Bond No. 2686714

# POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Krystal Burken

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of August, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

**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: McDermott Excavating

By: Jason C. McDermott

Its: Supervisor

Date: 8/26/26

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

MDELLCD-01 LWOOD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2026

**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: Lu Anne Wood | |
|---|---|---|
| TRICOR, LLC - Dubuque<br>600 Star Brewery Drive<br>Suite 110<br>Dubuque, IA 52001 | PHONE (A/C, No, Ext): (608) 405-1161 2202 | FAX (A/C, No): |
| | E-MAIL ADDRESS: lwood@tricorinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Integrity | 12986 |
| INSURED | INSURER B : Westchester Surplus Lines Insurance Company | 10172 |
| MDE LLC dba McDermott Excavating<br>11672 Airborne Rd<br>Dubuque, IA 52003 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | X | X | CPP2910156 | 6/1/2026 | 6/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | CA 2910135 | 6/1/2026 | 6/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | CUP2910157 | 6/1/2026 | 6/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WCP2910144 | 6/1/2026 | 6/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Pollution Liability | | | G28367466 006 | 2/1/2026 | 2/1/2027 | $10,000 Ded | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.**

**Work Comp Excludes Member Tara Duggan.**

**Project Name: Sanitary Sewer Repairs**

**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER**

City of Dubuque Engineering Department
50 West 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: MDELLCD-01 LWOOD

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| TRICOR, LLC - Dubuque | MDE LLC dba McDermott Excavating<br>11672 Airborne Rd<br>Dubuque, IA 52003<br>Dubuque |
| POLICY NUMBER<br>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:**
**City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insured on a primary, non-contributory basis including ongoing and completed operations. Governmental Immunities applies in favor of City of Dubuque. Waiver of subrogation on the Work Comp and general liability policies in favor of the City of Dubuque. Umbrella follows form. Notice of cancel is amended to 30 days.**



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# CHANGE ORDER

Change Order No: 2R
Date: August 4, 2026
Agreement Date: October 6, 2025

Owner: City of Dubuque
Project: North English Road Water Main Extension No. 21197
Contractor: Top Grade Excavating, Inc.

**Description of Change:**

| | | | | | | |
|---|---|---|---|---|---|---|
| Item 16 | Joint Restraint, Bell Harness, 12" | 1 | EA | @ | $911.00 | $911.00 |
| Item 19 | Joint Restraint, Megalug, 8" | 2 | EA | @ | $78.00 | $156.00 |
| | Automatic Flushing Device | 1 | EA | @ | $80,000.00 | $80,000.00 |
| Item 4 | Rock Excavation | -100 | CY | @ | $65.00 | $(6,500.00) |
| Item 5 | Replacement of Unsuitable Backfill Material, GR 12a (Granular Subbase Pile) | -1393.22 | TON | @ | $17.00 | $(23,684.74) |
| Item 7 | Class II, Bedding Material Gradation 30 (Granular Base Pile) | -2783.96 | TON | @ | $17.00 | $(47,327.32) |
| Item 11 | Water Main, Trenched, DIP, 16" | -102.75 | LF | @ | $123.00 | $(12,638.25) |
| Item 14 | Fittings by Weight, DI | -704 | LBS | @ | $6.30 | $(4,435.20) |
| Item 15 | Joint Restraint, Bell Harness, 8" | -7 | EA | @ | $562.00 | $(3,934.00) |
| Item 26 | Valve, Butterfly, 16" | -1 | EA | @ | $6,300.00 | $(6,300.00) |
| Item 32 | Full Depth Patches HMA | -100.67 | SY | @ | $45.00 | $(4,530.15) |

**TOTAL CHANGE ORDER NO. 2R** **($28,282.66)**

**Justification for Change:**
**Item 16 and Item 19** - Field conditions required extra Joint Restraint Megalug, 8", Bell Harnes, 12" and Water Main, Trenchless, DIP, 8".

**Justification for Automatic Flushing Device**: The City is requesting that an Automatic Flushing Device be installed near the end of the water main extension included in this project to maintain water quality until the next phase of the planned water main extension is completed. The installation will require extending a discharge pipe down the roadway slope to near the bottom of the ditch to allow the discharged water to enter the roadway ditch without causing erosion down the roadway embankment.

**Items 4, 5, 7, 11, 14, 15, 26 & 32** – Quantity of certain bid items that are not being used in full on the project.

**Change in Contract Price:**

The amount of the contract will be decreased by this change order by the sum of
Twenty-Eight Thousand Two Hundred Eighty-Two Dollars and 66/100 Dollars $(28,282.66)

**Adjustment in Amount of Contract:**

| | | |
|---|---|---|
| 1. Amount of Original Contract | $ | 1,487,135.00 |
| 2. Net (Addition) (Reduction) due to all previous change orders | $ | 0.00 |
| 3. Amount of contract not including this change order | $ | 1,487,135.00 |
| 4. Reduction to contract due to this change order | $ | (28,282.66) |
| 5. Amount of contract including this change order | $ | 1,458,852.34 |

**Change Order Conditions:**

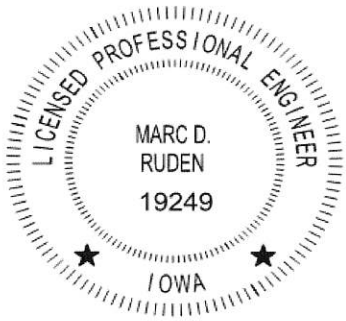
The contract completion period established by the original contract and previous change orders will be increased. The final completion date, prior to this change order, was June 1, 2026. The final completion date as affected by change order 1 is August 1, 2026.

Work performed under this change order will be subject to all the requirements as stated herein and in the contract documents and all change orders.

The Contractor expressly agrees that he will place under coverage of his Contractor's Improvement Bond and insurance all work covered by this change order.

All work performed under this change order shall be performed in accordance with the requirements of this change order, the plans, the specifications, and the contract documents.

Recommended for Acceptance: **ORIGIN DESIGN CO.**




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.

8/25/2026

Marc Ruden, P.E. Date
License Number 19249
My license renewal date is December 31, 2026
Pages or sheets covered by this seal: Change Order No. 2R

Accepted and/or Requested: **CONTRACTOR: TOP GRADE EXCAVATING**

BY _____
Signature

NAME Nick Bockenstedt
Type or Print

TITLE Vice President

DATE 8-21-26

Accepted and/or Requested:

**OWNER CITY OF DUBUQUE**

BY _____
Signature

NAME: Michael C. Van Milligen
Type or Print

TITLE: City Manager

DATE 08/30/2026

TOP GRADE EXCAVATING INC.
971 9TH AVE NW
PO BOX 356
FARLEY, IA 52046
PHONE: (563) 744-3416
FAX: (855) 884-2769
WWW.TGEXCAVATING.COM

| | | | |
|---|---|---|---|
| **To:** | City of Dubuque Water Department | **Contact:** | Chris Becklin - Orgin Design |
| **Address:** | 925 Kerper Court | **Phone:** | |
| | Dubuque, IA 52001 | **Fax:** | |
| **Project Name:** | North English Water Main Extension | **Bid Number:** | |
| **Project Location:** | English Mill Rd, Dubuque, IA | **Bid Date:** | 6/5/2026 |

| Line # | Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|---|
| 1 | | **Change Order Flushing Device**<br><br>Includes<br><br>**Flushing Device Includes**<br>**- Maintains Chlorine Residuals Automatically**<br>**- Dechlore Siphon Feeder**<br>**- Built For Cold Climates With Freeze Protection And A Heater**<br>**- Wireless Monitoring**<br>**- Saves Water With Only Flushing When Chlorine Residuals Actually Require It**<br>- Mobilization<br>- Install Flushing Device<br>- Install Discharge Pipe<br>- Install Rip Rap<br>- Seed And Mulch | 1.00 | EACH | $80,000.00 | $80,000.00 |

**Total Bid Price: $80,000.00**

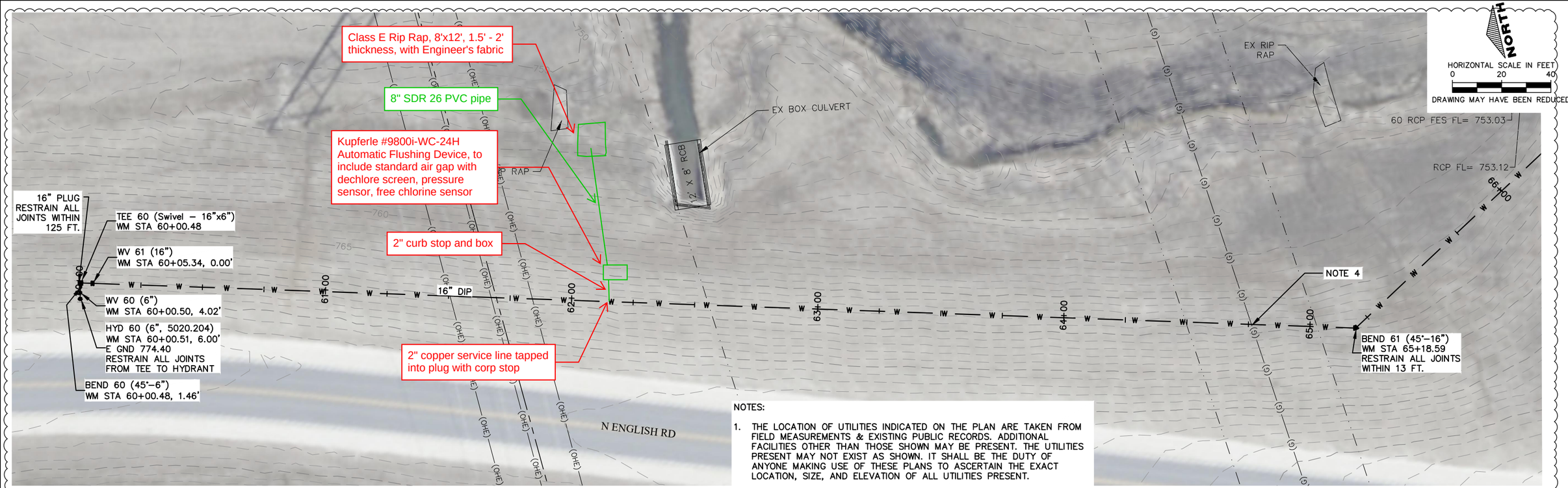
**Notes:**

- **Not Included: Any Performance and Payment Bonds**
- **Not Included: Any Required Permits**
- **Not Included: Traffic Control or Flaggers**
- **Not Included: Any Surveying or Layout**
- **Not Included: Any Testing or Sampling of Materials**
- **Not Included: Cold Weather Protection for Paving or Subgrade**
- **Not Included: Removal of Hazardous or Contaminated Materials**
- **Not Included: Over-Excavation of Poor Soils**

**Payment Terms:**

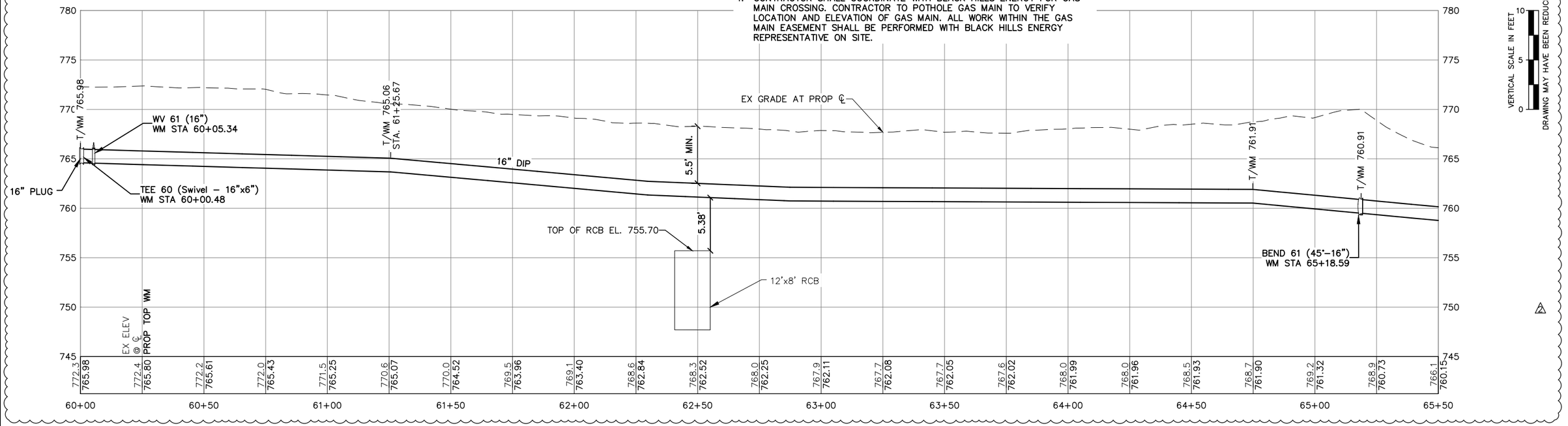
Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

| | |
|---|---|
| **ACCEPTED:**<br>The above prices, specifications and conditions are satisfactory and hereby accepted.<br>**Buyer:** _____<br>**Signature:** _____<br>**Date of Acceptance:** _____ | **CONFIRMED:**<br>**Top Grade Excavating**<br>**Authorized Signature:** _____<br>**Estimator:** Nick Bockenstedt<br>(563) 542-3306 nbockenstedt@tgexcavating.com |




NOTES:

1. THE LOCATION OF UTILITIES INDICATED ON THE PLAN ARE TAKEN FROM FIELD MEASUREMENTS & EXISTING PUBLIC RECORDS. ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT. THE UTILITIES PRESENT MAY NOT EXIST AS SHOWN. IT SHALL BE THE DUTY OF ANYONE MAKING USE OF THESE PLANS TO ASCERTAIN THE EXACT LOCATION, SIZE, AND ELEVATION OF ALL UTILITIES PRESENT.
2. ALL CROSSINGS OF EXISTING UTILITIES SHALL BE FIELD VERIFIED FOR LOCATION AND ELEVATION.
3. LIDAR DATA USED FROM STA. 60+00 TO STA. 65+50 WAS UTILIZED TO CREATE THE EXISTING GRADE CONTOURS. NOTIFY ENGINEER IF SIGNIFICANT DISCREPANCIES ARE FOUND DURING CONSTRUCTION.
4. CONTRACTOR SHALL COORDINATE WITH BLACK HILLS ENERGY FOR GAS MAIN CROSSING. CONTRACTOR TO POTHOLE GAS MAIN TO VERIFY LOCATION AND ELEVATION OF GAS MAIN. ALL WORK WITHIN THE GAS MAIN EASEMENT SHALL BE PERFORMED WITH BLACK HILLS ENERGY REPRESENTATIVE ON SITE.




| DESIGN TEAM: origin | CITY OF DUBUQUE WATER DEPARTMENT | DUBUQUE COUNTY | PROJECT NUMBER: 21197 | WATER MAIN PLAN AND PROFILE | SHEET: MWM.02 | REV. 01 |
|---|---|---|---|---|---|---|

P:\21197\DRAWINGS\CIVIL\CONTRACT – N ENGLISH RIDGE WM EXT\21197 ZZ MWM N ENGLISH.DWG 7/22/2025 3:59:40 PM LYNN NEAL

**AGREEMENT FOR SERVICES**
**BETWEEN**
**CITY OF DUBUQUE**
**AND**
**THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

This Agreement ("Agreement"), by and between the East Central Intergovernmental Association ("ECIA") and the City of Dubuque (the "City"), requesting ECIA's assistance and technical services, is entered into on the 1ST day of September 2026.

**SECTION 1. Scope of Services**

ECIA will provide and perform the necessary services set forth in the Scope of Services (Attachment A) (the "Services"). If the scope of services exceeds those services listed in Attachment A for any reason, ECIA and the City will adjust the project cost to a cost that is mutually agreed upon by the Parties. The ECIA staff assigned to this Agreement agree to meet with the City on an as-needed basis throughout the contract period to review progress and performance on the activities listed in the Scope of Services (Attachment A).

**SECTION 2. Time of Performance**

ECIA will commence performance under this Agreement September 1, 2026, through June 30, 2027, unless earlier terminated or extended in accordance with this Agreement. The term may be extended upon mutual agreement of the Parties.

**SECTION 3. Method of Payment and Hours Worked**

ECIA staff will perform services only as requested by the City. ECIA will bill the City only for Services actually performed at the rate set forth in Attachment A. ECIA will invoice the City monthly and will provide a detailed invoice identifying the Services performed and hours billed. Payment is due within thirty (30) days after the City's receipt of a complete and accurate invoice.

**SECTION 4. Personnel**

ECIA represents that it currently employs or will acquire as needed during the performance of this Agreement, all personnel necessary for the timely and successful performance of this Agreement. The personnel, whether existing or newly acquired, are ECIA employees and will remain ECIA employees regardless of any work or services such employees perform in connection with the project. Nothing contained in this Agreement shall be construed as creating any agency,

partnership, joint venture or other form of employment or fiduciary relationship between the Parties.

**SECTION 5. Property**

ECIA is responsible to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this Agreement.

**SECTION 6. Confidentiality and Data Security**

In performing the Services, ECIA may receive or assess applicant records and other information containing personally identifiable, financial, or other sensitive information ("City Data"). ECIA shall use City Data solely for purposes of performing the Services under this Agreement and shall limit access to personnel who need access to perform those Services. ECIA shall maintain reasonable administrative, physical, and technical safeguards appropriate to the nature of the information, including secure storage, transmission, handling, and disposal of electronic and hard-copy records. ECIA shall not disclose City Data except as necessary to perform the Services or as required by applicable law. ECIA shall promptly notify the City of any actual or reasonably suspected unauthorized access, use, disclosure, loss, or destruction of City Data and shall cooperate with the City in responding to the incident. Upon expiration or termination of this Agreement, ECIA shall return City Data to the City or, if authorized by the City and permitted by applicable law, securely destroy it. Nothing in this Section requires either Party to withhold a record that applicable law requires it to disclose.

**SECTION 7. Termination by City**

7.1. The City may, by thirty (30) days' written notice to ECIA, terminate this Agreement in whole or in part at any time:

a) For the City's convenience,
b) For the failure of ECIA to fulfill its obligations under the contract, or
c) As the funding source for the contract ceases to exist.

Upon receipt of such notice, ECIA will: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) within thirty (30) calendar days after receiving the termination notice, deliver to the City all data, files, and other materials related to ECIA's performance of this Agreement subject to Section 6.

7.2. Upon termination, ECIA will be paid for services actually performed through the effective date of termination at the rate set forth in Attachment A.

7.3. If the City elects to terminate this Agreement pursuant to Section 7.1(b), upon receipt of written notice of termination from the City, ECIA will have ten (10) days to cure any breach cited

by the City in its notice of termination to the satisfaction of the City in its sole discretion. If the City deems any such breach cured, it must notify ECIA in writing that ECIA's efforts to cure are acceptable and that performance under this Agreement will continue.

**SECTION 8. Termination by ECIA**

8.1 ECIA may terminate this Agreement by thirty (30) days' written notice to the City for the following reasons:

a) Both Parties agree that a continuation of this Agreement will not be in the best interests of the City; or

b) ECIA ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide Services under this Agreement.

8.2 Upon termination by ECIA, ECIA will be paid for Services actually performed through the effective date of termination at the rate set forth in Attachment A.

**SECTION 9. Political Activity**

No portion of the City's payment to ECIA may be used for any partisan political activity or to further the election or defeat of any candidate for public office, or to further the election or defeat of any cause subject to public vote.

**SECTION 10. Miscellaneous**

10.1. Force Majeure. In the event that ECIA is delayed or hindered in or prevented from the performance of any act by an occurrence beyond the reasonable control of ECIA and without its fault or negligence, including but not limited to strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous condition, fire, weather, or acts of God, then performance of any such act will be extended for a period equivalent to the period of such delay.

10.2. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements.

10.3. Modifications. This Agreement may not be modified, except in writing, signed by ECIA and the City.

10.4. Applicable Law and Venue. This Agreement is governed by the laws of the State of Iowa and venue for any action with respect to this Agreement is the District Court of Dubuque County, Iowa.

10.5. Authority. The City and ECIA represent that each, respectively, has full right, power and authority to execute this Agreement.

10.6. Severability. 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.

10.7. Consent or Approval. In any case where the approval or consent of the City or ECIA is required or requested under this Agreement, such party shall not unreasonably delay or otherwise withhold its approval or consent.

10.8. Notices. All notices and correspondence related to this Agreement shall be sent to the following:

ECIA: Mae Hingtgen, Executive Director
ECIA
7600 Commerce Park
Dubuque, Iowa 52002

City:
Gina Bell, Sustainability Director
City
50 West 13th Street
Dubuque, Iowa 52001

10.9. Indemnification. To the extent permitted by law, each Party shall indemnify and hold harmless the other Party and its officers, officials, employees, and agents from and against any third-party claims, damages, losses, liabilities, and reasonable costs and expenses arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying Party or its officers, officials, employees, or agents in the performance of this Agreement, but only to the extent caused by such acts or omissions. Neither Party shall be required to indemnify the other Party for claims, damages, losses, liabilities, costs, or expenses arising from the negligence or wrongful acts or omissions of the other Party or its officers, officials, employees, or agents. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or other protection available to either Party under Iowa Code chapter 670 or other applicable law.

10.10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**City**

**By:** _____
**City Authorized Representative**

Adrienne N. Breitfelder
_____
**Attest:**

**ECIA**

**By:** Mae Hingtgen
**Mae Hingtgen, Executive Director**

Matt Specht
_____
**Attest:**

**Matt Specht, Director, CD/ED**

**Date:** **8/28/26**

**ATTACHMENT A**

**SCOPE OF SERVICES**

The East Central Intergovernmental Association (ECIA) shall provide ECIA staff assistance to support applications, eligibility review, installation facilitation, applicant follow-up, outreach coordination, and related services as requested by the City, including, but not limited to, the following activities:

Project Management – Energy Savers

1. ECIA staff in the Community and Economic Development department will serve as the primary contact.
2. ECIA staff will provide assistance with applications, eligibility, installation facilitation, and follow-up.
3. ECIA staff will be available on an as-needed basis through the end date of this Agreement or project completion.
4. ECIA staff contact information will be made public and available in outreach materials so applicants may contact ECIA staff directly.
5. ECIA staff will assist applicants with paperwork by mailing packets, maintaining contact with applicants, and conducting site visits as needed.
6. ECIA services will be billed at a rate of $101.00 per hour.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City of Dubuque
Dept: 53/46
50 W. 13th Street
Dubuque, IA 52001
Phone # 563-690-6463

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Vrban Fire Protection (Vendor) at
(Vendor Name)
1714 Fifth Street, Suite 1, Coralville, Iowa 52241
(Vendor Address - City and State)

**PROJECT TITLE:** Annual Testing of Standpipe 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:
Annual Testing of Standpipe for Transportation Services, Service and Repairs to Sprinkler System for Transportation Services locations.

The work described above shall be completed at the following location(s):
JOTC, Intermodal Faciltity, All Parking Ramps including Port Ramp, 5th St Ramp, Five Flags Ramp, Central Ramp, Locust St Ramp, Iowa St 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 Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

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

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

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

6. The Vendor shall fully complete the Project under this Contract on or before
   6/30/2027 .
   (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 G or Insurance Schedule J attached to this Contract.

   Check Appropriate Box
   ☑ Insurance Schedule G – Vendors
   ☐ Insurance Schedule J – Professional Services

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

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

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

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

**THE CITY AGREES:**

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

CONTRACT AMOUNT $ 3,000

**CITY OF DUBUQUE, IOWA**

By: _____ 09/01/2026
Michael C. Van Milligen — Date
City Manager

**VENDOR:**

Vrban Fire Protection
Company Name

By: _____ _____
Signature — Date

_____
Printed Name

_____
Title

## EXHIBIT A

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT B

## INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

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

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

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

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

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

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

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

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

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

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

**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.

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

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

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

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

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

# SPECIMEN

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

## EXHIBIT C

## INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

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

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

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

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

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

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

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

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

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

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

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

**Exhibit I**

**A) COMMERCIAL GENERAL LIABILITY**

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

**B) AUTOMOBILE LIABILITY**

| | |
|---|---|
| Combined Single Limit | $1,000,000 |

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

**C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

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

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

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

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

**OR**

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

**D) UMBRELLA/EXCESS LIABILITY** $1,000,000

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

**E) PROFESSIONAL LIABILITY** $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH** $1,000,000

___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

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

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

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

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

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

# SPECIMEN

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

# AIA® Document G802® – 2017

## *Amendment to the Professional Services Agreement*

**PROJECT:** *(name and address)*
City of Dubuque – Iowa
Amphitheater at Schmitt Island

**AGREEMENT INFORMATION:**
Date: September 15th, 2023
Agreement Type: B101

**AMENDMENT INFORMATION**
Amendment Number: 005
Date: August 28th, 2026

**OWNER:** *(name and address)*
City of Dubuque
City Hall
50 W. 13th Street
Dubuque, IA 52001

**ARCHITECT:** *(name and address)*
RDG Planning & Design, Inc.
301 Grand Avenue, Des Moines, IA 50309
RDG's Project Number: R3002.227.00

The Owner and Architect amend the Agreement as follows:

**DESCRIPTION AND SCOPE OF AMENDED SERVICES:**
The Architect's Basic Services shall be amended to include the following additional services beyond the previously anticipated scope:

**1. Additional Services – Work Completed Through June 2026**
Additional work completed by the Architect as requested between November of 2025 and June of 2026 that has been necessary to support design changes, respond to changing operational needs, and maintain project momentum, as described below:

**1.1. Signage, Digital Displays, Kiosks, Banners and Audiovisual Elements**
1.1.1. Provide additional revisions, changes, and coordination for the signage, digital displays, kiosks, banners and audiovisual elements.
1.1.2. Provide consultation related to banner arm options and installation, including:
a) Coordination with pedestrian pole manufacturers regarding loading capacities and structural limitations
b) Development of conceptual approaches
c) Review of alternatives with the Ownership team

**1.2. Shade Sail Installations**
1.2.1. Provide consultation regarding design revisions, field reviews, contractor coordination, and research of applicable International Building Code requirements to support engineering analysis and implementation.

**1.3. Maintenance Building**
1.3.1. Provide additional design coordination and consultation beyond previously anticipated scope to support evolving operational preferences related to building layouts, features, and selections.

**1.4. Operator Support**
1.4.1. Provide operator support service beyond previously anticipated scope, including:
a) Rigging coordination
b) Loading and capacity questions
c) Operational reviews
d) General consultation to assist the Operator in addressing emerging needs and decisions during design and implementation

**1.5. Landscape and Site Coordination**
1.5.1. Provide additional consultation and coordination related to tree loss and replacement and planting installation changes, including additional site visits to assess installation.

**2. Additional Services – Work After June 2026**
Additional work completed by the Architect after June of 2026 pertaining to project closeout.

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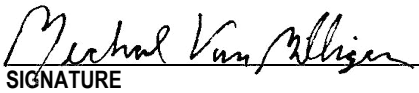
The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

| | |
|---|---|
| Basic Compensation per Original Agreement (September 15, 2023): | $250,000 |
| Scope Adjustment/Credit: Removing Site Survey from Part 1: | ($52,592) |
| Amendment No. 001 (April 12, 2024): | $1,133,245 |
| Amendment No. 002 (August 13, 2024): | $102,256 |
| Amendment No. 003 (January 16, 2025): | $413,233 |
| Amendment No. 004 (October 06, 2025): | $115,804.94 |
| *Subtotal of previously agreed to Compensation:* | $1,961,946.94 |
| **Amendment No. 005 (August 28, 2026)** | |
| 1) Additional Services – Work Completed Through June 2026 | $23,548.50 |
| 2) Additional Services – Work After June 2026 | $7,500 |
| *Subtotal of Additional Services, Amendment 005 Scope:* | $31,048.50 |
| **Total Amended Compensation:** | $1,992,995.44 |

Schedule Adjustment: None.

**SIGNATURES:**

| | |
|---|---|
| RDG Planning & Design, Inc. | City of Dubuque |
| **ARCHITECT** *(Firm name)* | **OWNER** *(Firm name)* |
|  |  |
| **SIGNATURE** | **SIGNATURE** |
| Scott Crawford, PLA, ASLA<br>Principal | Michael C. Van Milligen |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| September 1st, 2026 | 09/03/2026 |
| **DATE** | **DATE** |

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**AGREEMENT**
**BY AND BETWEEN THE CITY OF DUBUQUE, IOWA**
**AND**
**ECOSYSTEMS, INC.**
**FOR**
**BIOSOLIDS PROFESSIONAL MANAGEMENT PROGRAM**

THIS AGREEMENT ( the Agreement), dated for reference purposes the _____ day of _____, 2026, by and between the City of Dubuque, a municipal corporation located in the County of Dubuque, State of Iowa (Owner) acting through its City Council, and Ecosystems, Inc., an Iowa corporation with its principal place of business at 14246 Keb Lane, Ottumwa, Iowa (ESI).

WHEREAS, Owner owns the by-product biosolids as defined in Attachment A and more specifically listed in Attachment B, incorporated herein by reference ( the Biosolids), produced at the Water & Resource Recovery Center (also referred to as the Water Pollution Control Plant); and

WHEREAS, Owner has the authority under the laws of the State of Iowa ( the State) and desires to enter into a professional services contract for the management of the Biosolids produced by Owner; and

WHEREAS, ESI is experienced in and capable of supplying professional management services to Owner; and

WHEREAS, Owner desires to engage ESI to act as its independent professional Biosolids management firm in the hauling, storage, and land application of all Biosolids produced and stored.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

**SECTION 1. PURPOSE.** During the Term of this Agreement, Owner agrees to engage ESI as an independent professional Biosolids management firm to haul, store, and land - apply Biosolids produced by Owner (the Biosolids Management Program). Each party hereto agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of mutual obligations set forth in this Agreement.

**SECTION 2. SCOPE OF SERVICES.** The scope of services to be provided by ESI under this Agreement will include the management, equipment, testing, recordkeeping, storage facilities, labor, and land- application of the Biosolids to the extent set forth in Attachment A-1 (Scope of Services).

**SECTION 3. BIOSOLIDS CONTROL AND REGULATIONS.**

3.1. ESI shall manage the Biosolids to meet applicable laws, including but not limited to 40 C. F. R. Part 503 and Iowa Administrative Code Chapter 67, the requirements of Owner' s National Pollutant Discharge Elimination System (NPDES) permit No. 3126001, as may be amended from time to time, as well as all other federal, state, and local requirements (Legal Requirements).

3.2. ESI shall be responsible for Owner' s compliance with all Legal Requirements and shall complete all documentation needed for said compliance.

3.3. ESI shall use its best efforts to provide all management at or below a maximum Biosolids production of 46 wet tons per day from the Water & Resource Recovery Center (WRRC)..

3.4. In the event that Abnormal and/or Biologically Toxic Material, as defined in Attachment A, is identified through Biosolids sampling and laboratory analysis, Owner shall promptly notify ESI of the analytical results. Owner shall be responsible for determining and implementing measures at the WRRC to remove, stabilize, and/or reduce such material, as appropriate. ESI shall cooperate with Owner in determining the appropriate management or disposition of Biosolids affected by such material. If such Abnormal and /or Biologically Toxic Material prevents the Biosolids from meeting the requirements applicable to their transportation, storage, land application, or other management under this Agreement, ESI shall not be required to accept or manage the affected Biosolids until Owner determines that the Biosolids may be managed in accordance with applicable regulatory requirements..

3.5. In the event that violations of Legal Requirements occur on any date after 30 or more days from the commencement of services by ESI under this Agreement, ESI shall be responsible for all fines or damages for such Violations that may be imposed by the federal, state, or local environmental agencies, or private actions, if such violations were within ESI' s control and are the result of ESI' s failure to manage the Biosolids in accordance with the terms of this Agreement. Prior to payment of fines or damages of any kind, ESI reserves the right to contest government or private actions, suits, or proceedings through proper legal procedures.

3.6. During the construction or other modification of the WRRC, Owner and ESI will work together to maintain access and minimize disruption. ESI shall not be responsible for Biosolids violations resulting from Owner's construction activity.

**SECTION 4. MAINTENANCE.** ESI shall keep its vehicles and assigned sections of the WRRC in a clean, neat and orderly condition. ESI shall not perform any maintenance, repair, servicing, or other mechanical work on Contractor-owned or operated vehicles or equipment while on WRRC property.

**SECTION 5. TESTING AND LABORATORY ANALYSIS.** Owner shall collect the Biosolids samples required by Owner's NPDES permit and arrange for the required laboratory analysis, as well as maintain all records associated with such sampling and laboratory analysis. Laboratory procedures and analysis shall conform to the then-current edition of *Standard Methods for the Examination of Water and Wastewater* or be in accordance with testing requirements of the NPDES permit as they pertain to the Biosolids. Owner shall provide ESI with the results of such laboratory analysis necessary for ESI to perform its obligations under this Agreement and comply with applicable regulatory requirements for Class 1 or Class 2 Biosolids, as applicable.

**SECTION 6. TECHNICAL SUPPORT.** ESI shall provide on -call expertise in Biosolids operations, maintenance, and management as deemed necessary by Owner to ensure performance of Owner' s obligations under this Agreement.

**SECTION 7. STAFFING.**

7.1. ESI shall provide an experienced manager with skills to include OSHA compliance, personnel administration, Biosolids treatment, management, land application, transportation, public relations and communications necessary for the management, operation, maintenance, and repair of equipment and manpower. ESI shall also provide personnel with CDL licenses equal to or greater than the level required by the State of Iowa.

7.2 On or before the date services are to commence under this Agreement, ESI shall designate an authorized representative (Authorized Representative) to administer this Agreement.

**SECTION 8. TRAINING.** ESI shall implement a training Program with both classroom and field training for all ESI and Owner staff associated with the operation, maintenance and disposal of Biosolids. The training shall include equipment operation, process management, maintenance and repair, regulations, first aid, safety, emergency response, hazardous material handling, and right-to-know laws. Representatives of Owner may attend training sessions upon Owner' s request.

**SECTION 9. SECURITY.** Owner shall control access to and be responsible for securing the WRRC, including the area designated for ESI's collection of Biosolids. ESI shall comply with all access and security requirements established by Owner while on WRRC property.

**SECTION 10. ODOR AND NOISE CONTROL.** ESI shall operate the assigned sections of the WRRC and ESI temporary storage sites using methods which will minimize odor and noise within the limits and capabilities of the facilities and equipment. Haul trucks shall be covered whenever Biosolids are being hauled.

**SECTION 11. HAULING TO ALTERNATE LOCATIONS.** Owner may elect to divert up to 10 percent of the Biosolids on a monthly basis to an alternate location and /or for an alternate use or demonstration purpose, such as providing digester seed Biosolids to assist in starting up digester systems at other facilities. New processes may also be tested

at the WRRC, which may eliminate the need to haul that portion of the Biosolids. ESI will not be entitled to payment for any portion of the Biosolids that are produced by OWNER but do not require transportation or land application by ESI. Owner will work with Contractor to arrange logistics and pricing before implementing any such plan.

**SECTION 12. TEMPORARY STORAGE AND LANDFILLING.**

**12.1.** The purpose of this Agreement and the Program is to beneficially use Biosolids following best management practices with the primary method being land- application of Biosolids. ESI shall be responsible for identifying, providing, operating, and maintaining sufficient temporary or intermediate storage capacity as necessary to perform the Services under this Agreement, including securing additional storage capacity when necessary.

All storage of Biosolids shall be conducted in accordance with applicable federal, state, and local laws, regulations, permits, and requirements. ESI shall be responsible for obtaining and maintaining any approvals, authorizations, or permits required for such storage and for maintaining all records required in connection with the storage and subsequent land application or other authorized disposition of the Biosolids.

ESI shall, upon request, provide Owner with information identifying the location and quantity of Owner's Biosolids being stored at each storage location. Temporary or intermediate storage of Biosolids shall not relieve ESI of responsibility for the proper management, transportation, land application, or other authorized disposition of the Biosolids in accordance with this Agreement and applicable regulatory requirements.

12.2. If circumstances beyond ESI's reasonable control prevent land application and make continued storage impracticable, ESI may, with the prior approval of Owner, dispose of Biosolids at the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) landfill, provided DMASWA will accept the material. ESI shall be responsible for all additional costs associated with such disposal, including transportation and tipping fees.

12.3. Other alternative methods or locations for the management or disposal of Biosolids may be utilized by ESI only with the prior approval of Owner and in accordance with all applicable federal, state, and local laws, regulations, permits, and requirements.

**SECTION 13. REMOVAL PROCEDURE.**

13.1. ESI shall haul dewatered Biosolids from the WRRC to the land- application Sites or a temporary Storage Facility at such a rate and in such a manner so as not to interfere with the operations of the WRRC. Hauling from the WRRC shall be scheduled as dewatered Biosolids are produced. WRRC produces Biosolids seven (7) days per week. Dewatering processes are generally operated during normal operating hours; however, dewatering may occur at any time as necessary to support WRRC operations. ESI shall provide hauling services at such frequency and on such schedule as necessary to accommodate WRRC Biosolids production and prevent interference with WRRC operations. ESI may propose alternative hauling schedules, subject to Owner approval and for no additional compensation.

13.2. ESI shall provide the necessary equipment and facilities to ensure its ability to perform the removal operations. Both Owner and ESI shall mutually cooperate to minimize disruption to the other' s activities. ESI-owned equipment shall not be stored at the WRRC without prior written authorization of Owner.

13.3. Owner shall convey dewatered Biosolids to ESI's vehicles at the WRRC's designated Biosolids load-out area. Excess Biosolids shall be removed from the vehicle exterior by ESI to prevent spillage during transportation. Tarps or other covering mechanisms must be used at all times during transportation of Biosolids.

13.4. ESI shall be responsible for all damage caused by ESI to City-owned property.

**SECTION 14. HEALTH AND SAFETY STANDARDS.** It shall be ESI's responsibility during the Term to maintain a safety and accident prevention Program that meets the requirements of federal, state, and local codes, and of all other authorities having jurisdiction over this work. The Administrative Code of the Iowa Division of Labor Services, as well as the Safety and Health regulations for construction as issued by the Secretary of Labor under the Occupational Safety and Health Act of 1970, 40 U. S. C. 327, et seq, (OSHA), shall be complied with where applicable to the work. ESI shall comply with the treatment plant safety requirements, as well as any other plant health and safety requirements, while on the plant site.

**SECTION 15. SANITARY FACILITIES.** ESI may use the toilet facilities at the WRRC. ESI and its employees, agents, and subcontractors shall not enter or access any other WRRC buildings, facilities, or areas without the express authorization of Owner. If regulatory agencies require ESI to have other sanitary facilities, it shall be ESI' s responsibility to provide these facilities.

**SECTION 16. ADMINISTRATIVE FACILITIES.** If regulatory agencies require ESI to have other facilities, it shall be ESI' s responsibility to provide these facilities.

**SECTION 17. This section intentionally left blank.**

**SECTION 18. RESTORATION OF SURFACE.** All surfaces at the WRRC which have been disturbed by ESI in the performance of its work must be restored within 30 days by ESI to the condition in which they were found prior to the beginning of the work, reasonable wear excluded.

**SECTION 19. CLEANING UP WORK.** ESI shall at all times keep the loading bays and all storage and land application sites, including all public and private property involved in, or adjacent to the work, free from any rubbish, surplus, or loose materials that have been deposited by its employees, or which have accumulated as a result of the work. ESI shall be responsible for the removal of any spillage on public or private property, including property along any transportation route.

**SECTION 20. DUST CONTROL.** ESI shall take necessary measures to control dust and other nuisances generated by its operations.

**SECTION 21. VECTOR CONTROL.** ESI shall take necessary measures to minimize the presence of vectors such as flies, mosquitoes, and rats at the Biosolids Storage Facility and land-application Sites.

**SECTION 22. COMMUNICATIONS.** ESI shall maintain adequate and timely communication with Owner regarding the performance of services under this Agreement. ESI shall promptly notify Owner of any operational, regulatory, or other issue that may affect ESI's ability to perform its obligations under this Agreement. ESI shall respond promptly to Owner's requests for information and shall provide records, documentation, reports, and other information reasonably requested by Owner regarding the transportation, storage, land application, or other management of Owner's Biosolids. ESI shall promptly notify Owner of any complaint, regulatory inquiry, inspection, alleged violation, spill, release, or other significant incident involving Owner's Biosolids.

**SECTION 23. REPORTS.**

23.1. ESI shall maintain Biosolids management records and shall prepare and submit to Owner a monthly report including a narrative summary of operations and all data required for monthly and annual reporting to local, state, and federal agencies. On official reports, Owner should receive at least 14 days in advance of due dates for review.

23.2. One of ESI's full-time employees knowledgeable about the project shall attend Owner' s City Council meetings when requested by Owner.

**SECTION 24. This section intentionally left blank.**

**SECTION 25. This section intentionally left blank.**

**SECTION 26. LITIGATION SUPPORT.** At the request of Owner, and at such costs and fees as Owner and ESI agree, ESI will provide for or arrange, at Owner' s expense, legal, regulatory, and technical assistance in connection with Owner' s defense or prosecution of any third -party actions, claims, suits, administrative, or arbitration proceedings, or investigations whether pending, threatened, or newly initiated and arising out of this Agreement.

**SECTION 27. ACCOUNTING RECORDS.** ESI shall maintain up -to -date financial records as they apply to the terms of this Agreement. All records will be kept in accordance with generally accepted accounting principles. Owner may at its sole cost audit such financial records upon reasonable notice to ESI.

**SECTION 28. RESPONSIBILITIES OF THE OWNER.**

28. 1. Owners Representative. On or before the date services are to commence under this Agreement, Owner shall designate an authorized representative (Owner's Authorized Representative) to administer this Agreement.

28. 2. Permits.

(1) Owner shall be responsible for obtaining and maintaining all necessary permits and licenses and for the payment of all fees required for the ownership and operation of the Water & Resource Recovery Center. ESI shall be responsible for all costs, including, but not limited to, obtaining and maintaining all necessary permits and licenses and for payment of all fees required for ownership and operation of the Biosolids Storage Facility and Land-Application Sites, transportation and land-application of the Biosolids, and equipment used by ESI in connection with this Agreement.

(2) Owner operates the WRRC pursuant to NPDES Permit No. 3126001, effective April 1, 2025 through March 30, 2030. ESI shall perform the Services in accordance with the requirements of the NPDES permit applicable to the management of Biosolids. Any material changes to the Scope of Services resulting from future modifications to or reissuance of the NPDES permit shall be addressed by mutual written agreement of the parties.

28.3. Compliance With Laws. Owner shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Water & Resource Recovery Center. ESI shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Biosolids Storage Facility and Land-Application Sites and ESI' s performance under this Agreement.

28.4. Taxes. Owner shall be responsible for all real estate and property taxes, utility, excise, and sales taxes for the WRRC. ESI shall be responsible for all real estate and property taxes, utility, excise, and sales taxes for any temporary storage facilities and Land -Application Sites and ESI' s performance under this Agreement.

28.5. Support. Owner shall operate the Biosolids dewatering and conveyance equipment and load dewatered Biosolids into ESI's vehicles at the WRRC's designated Biosolids load-out area. ESI shall not operate Owner's Biosolids dewatering or conveyance equipment unless expressly authorized by Owner. Owner shall not operate ESI's vehicles or equipment. Owner shall provide ESI with information reasonably necessary for ESI to perform its obligations under this Agreement.

28.6. Payment Of Invoices. Owner shall be responsible for promptly paying all amounts due ESI under this Agreement. Upon presentation of invoices by ESI, all payments and other compensation shall be due and payable within thirty (30) days of invoice or a late penalty, defined in the Compensation section of this Agreement, may apply.

28.7. Notice of Litigation. In the event that Owner or ESI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this Agreement, the party receiving such notice or undertaking such prosecution shall, as soon as practicable, give the other party notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings as such hearings may apply to ESI under this Agreement.

**SECTION 29. TERM AND RENEWAL.**

29.1. Term. The initial term of this Agreement shall commence on the _____ day of _____, 2026. Performance of the Scope of Services shall commence on September 9, 2026 (the "Commencement of Services Date") and shall terminate at midnight on April 30, 2027, unless earlier terminated in accordance with this Agreement or extended by mutual written agreement of the parties.

**SECTION 30. DEFAULT.**

30.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term " Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by ESI to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(2) Failure by either party to comply with the terms, conditions, duties and obligations set forth in this Agreement.

30.2. Remedies on Default. Whenever any Event of Default referred to in Section 30.1 of this Agreement occurs and is continuing, the party asserting default may take any one or more of the following actions after the giving of written notice of the Event of Default to the party allegedly in default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the party allegedly in default does not provide assurances that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) The party alleging default may suspend its performance under this Agreement until it receives assurances from the other party, deemed adequate by the party making the allegation, that the party allegedly in default will cure its default and continue its performance under this Agreement;

(2) The party alleging default may cancel and rescind this Agreement;

(3) Either party may take action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

(4) Notwithstanding the foregoing, if Owner determines in its sole discretion that the Event of Default requires immediate action and ESI does not perform such immediate action, Owner may take such action as it determines necessary to cure the Event of Default and assess the costs to ESI.

(5) Not less than seven (7) days after giving ESI a notice of an Event of Default, ESI shall provide unrestricted access to and use by Owner of the Storage Facility.

30.3. Notwithstanding the foregoing, if the Event of Default results in Owner being in violation of the NPDES Permit or the Consent Decree, Owner may terminate this Agreement immediately.

**SECTION 31. ASSIGNMENT OF LEASES AND AGREEMENTS.** ESI shall provide Owner with copies of all leases and other agreements to which ESI is a party relating to the performance of this Agreement. Upon termination of this Agreement, ESI shall assign to Owner such leases and other agreements as Owner shall require.

**SECTION 32. COMPENSATION AND PAYMENT.** Owner shall pay ESI "per wet ton" fees for Biosolids transportation and land-application, based on scale slips from a mutually agreed upon scale site. Upon presentation of invoices and scale slips by ESI, Owner shall pay $37.00 per wet ton. Payments which are delinquent for more than thirty days shall accrue interest at one and one-half (1-1/2) percent per month.

**SECTION 33. OTHER COST AND EXPENSES.**

33.1. ESI shall pay all expenses required for the normal and routine management, operation, rent and maintenance of the Storage Facility and Land-Application Sites and equipment including, but not limited to: personnel costs, fuels, chemicals, repairs due to ESI negligence or damage, laboratory analysis and expendable supplies.

33.2. Unless otherwise agreed in writing by the parties, ESI will not be required to pay the following:

(1) Expenses resulting from a change in the Scope of Services

(2) Expenses resulting from a change in Owner's NPDES permit, law, or regulations by any federal, state, or local agency or authority.

(3) Expenses resulting from the handling and /or disposal of Abnormal and /or Biologically Toxic Materials, as defined in Attachment A.

**SECTION 34. CHANGES IN SCOPE OF SERVICES.**

34. 1. No change in the Scope of Services or Compensation shall be effective except by written amendment to this Agreement.

34.2. A change in the Scope of Services includes, but is not limited to, requests for additional service by Owner or additional costs incurred by ESI for (a) treating Abnormal or Biologically Toxic Material; (b) meeting new or changed government regulations or reporting requirements, including increased testing cost (but not including third party lab price increases), changes in allowable metals which increase the cost of disposing of Biosolids; or (c) modification of the Storage Site once constructed.

**SECTION 35. INDEMNIFICATION.**

35.1. ESI agrees to defend, indemnify, and hold Owner, its elected and appointed officers, and employees, harmless from and against any and all claims for damages of any kind caused by or arising out of the performance of services under this Agreement of ESI, its officers, agents, employees, or anyone under ESI's control in the performance of its services under this Agreement.

35.2. Owner agrees to defend, indemnify, and hold ESI, its officers, and employees, harmless from and against any and all claims for damages of any kind caused by or arising out of the negligence of Owner in the performance of its obligations under this Agreement.

**SECTION 36. ECOSYSTEMS, INC. INSURANCE; PERFORMANCE BOND.**

36.1. ESI shall procure and maintain at all times during the Term of this Agreement insurance as described in the Insurance Schedule attached hereto as Attachment E and as such Insurance Schedule may from time to time be amended.

36.2. ESI shall provide a performance bond in a form acceptable to Owner to insure ESI's performance under this Agreement. The performance bond shall remain in effect for the duration of the Agreement and shall be in an amount equivalent to the projected total cost of Biosolids management services for the Term of the Agreement, calculated as the unit cost of Biosolids ($/wet ton) multiplied by the estimated wet tons of Biosolids to be generated during the Term.

**SECTION 37. OWNER INSURANCE.** ESI acknowledges that Owner is a member of the Iowa Communities Assurance Pool (ICAP). Owner shall maintain its membership in ICAP or at its option purchase general liability insurance with equivalent coverage. ESI shall be named as an additional insured according to its interest under such coverage during the Term of this Agreement.

**SECTION 38. RELATIONSHIP.** The relationship of ESI to Owner is that of independent contractor and not one of employment. None of the employees or agents of ESI shall be considered employees of Owner.

**SECTION 39. NONDISCRIMINATION.** In performing under this Agreement, ESI shall not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

**SECTION 40. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement contains the entire Agreement between Owner and ESI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**SECTION 41. HEADINGS, ATTACHMENTS, AND EXHIBITS.** The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or

interpretation of this Agreement. The Attachments to this Agreement shall be construed as an integral part of this Agreement.

**SECTION 42. WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of any of its other rights.

**SECTION 43. ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

**SECTION 44. ACCESS AND INSPECTION BY OWNER.** Owner shall have unrestricted access at all times to inspect ESI' s storage facilities and equipment. Owner shall have unrestricted access to all applications of the Biosolids and the storage facilities to inspect operations and to observe the use of proper biosolids handling techniques. ESI shall provide Owner with access, during normal business hours and upon reasonable prior notice, to ESI's financial and operating records related to this Agreement for the purpose of auditing costs or verifying ESI' s performance under this Agreement.

**SECTION 45. FORCE MAJEURE.** A party' s performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, acts of God, the acts of civil or military authority, loss of potable water source, floods, quarantine restrictions, riots, strikes, commercial impossibility, fires, circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**SECTION 46. AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power and authority to enter into this Agreement and to perform the obligations, including payment obligations, under this Agreement.

**SECTION 47. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

**SECTION 48. NOTICES.** All notices must be in writing and must be delivered in person or transmitted by certified mail, return receipt requested.

Notices required to be given to ESI must be addressed to:

Ecosystems, Inc.
Attn: Jeffrey Klodt, President
14246 Keb Lane
Ottumwa, Iowa 52501

Notices required to be given to Owner must be addressed to:

City of Dubuque Water & Resource Recovery Center
Attn: Deron Muehring, Water & Resource Recovery Center Director
795 Julien Dubuque Drive
Dubuque, IA 52003-7996

With copy to:

City of Dubuque City Hall
Attn: Crenna Brumwell, City Attorney
50 W 13th Street Dubuque, IA 52001

**SECTION 49. SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

**SECTION 50. CONSENT DECREE.** Contemporaneous with the execution of this Agreement, ESI shall execute the Acknowledgement of an Agreement to Comply with Consent Decree, attached hereto as Attachment F.

**SECTION 51. DISPUTE RESOLUTION.** ESI and Owner agree that for any controversy arising out of or relating to the construction or interpretation of this Agreement, the parties will engage in mediation in accordance with the Commercial Arbitration Rules of the U.S. Arbitration & Mediation, Midwest ("USA&M") or the American Arbitration Association ("AAA"). In the event the mediation does not resolve the controversy, the parties will engage in binding arbitration in accordance with the Commercial Arbitration Rules of the U.S. Arbitration & Mediation, Midwest ("USA&M") or the American Arbitration Association ( "AAA"). The parties shall divide equally all costs of mediation and arbitration which shall be paid immediately upon billing by the mediation service.

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen
Michael Van Milligen, City Manager

ECOSYSTEMS, INC.

By:
Jeffrey Kiodt, President

## LIST OF ATTACHMENTS

A Definitions
B Scope of Services
C Existing Conditions
D Analytical Report
E Insurance Schedule
F Acknowledgement of an Agreement to Comply with Consent Decree

## ATTACHMENT A

DEFINITIONS

Abnormal or Biologically Toxic Material: Any substance or combination of substances contained in the Biosolids in sufficiently high concentrations so as to interfere with the biological or physical / chemical processes necessary to, at the minimum, meet the requirements of Class II Biosolids as described in Chapter 67 of the Iowa Administrative Code or other requirements of Owner' s NPDES permit, or to create process residues, or other material classified as a hazardous waste under RCRA or cause a situation or an environmental hazard to humans limiting the ability to operate and maintain the Biosolids Program. Abnormal or Biologically Toxic Materials include, but are not limited, to heavy metals, phenols, cyanides, pesticides, or herbicides, priority pollutants as listed by USEPA or any substance that violates the local USEPA/ IDNR Biosolids and /or land application standards or other portions of any applicable Sewer Use Ordinance only as it relates to the quality of the Biosolids.

Best Management Possible: Operating in a manner that meets or exceeds all state and Federal regulations and is in line with the recommended practices of the National Biosolids Partnership, Water Environment Federation, and National Association of Clean Water Agencies. These practices may include practices similar to these examples: limiting land application of Biosolids to slopes no greater than 5 percent slopes, limiting land application of Biosolids to soil types which are classified as acceptable within the top 5 feet of soil profile, covering haul trucks when they contain Biosolids, maintaining buffers of at least 35 feet for land application of Biosolids from open waterways. These practices will also extend to the record keeping, sampling, and documentation of the land application activities and the land included in the program.

## ATTACHMENT B

SCOPE OF SERVICES

ESI agrees to provide the following:

1. ESI, to provide the removal of all Biosolids produced from Owner' s centrifuge dewatering process and transfer of the solids to the ESI IDNR approved storage facilities for stockpiling prior to land application. ESI shall obtain all IDNR approvals.

2. ESI, to maintain Owner's dewatered cake loading bay by hosing all walls and floors on a daily basis and maintaining the floor drains.

3. ESI, to engineer and provide IDNR approved storage facility per all Iowa Administrative Code rules and regulations.

4. ESI, to provide for the transfer and land application of all Biosolids in strict accordance to the IDNR Chapter 67 rules and regulations pertaining to the land application of stabilized Biosolids.

5. ESI, to procure all land for the application of the Biosolids and maintain all private roads required for operation of the land application Program.

6. ESI, to generate land application field reports as well as the annual State required report prior to February 19 yearly deadline at least 7 days prior to due date for City approval.

7. ESI, to continue any and all public relations for the land application of the Biosolids with Owner.

8. ESI, to establish and maintain in writing a Program for land application of sewage sludge according to the Iowa Administrative Code Chapter 67 rules.

9. ESI will use dedicated agricultural lands for application of Owner' s Biosolids without integrating Biosolids from any other entity.

10. ESI will provide the location of the storage facilities and land application Sites to Owner for Owner' s concurrence prior to initiating activity under this Agreement.

11. ESI shall abide by all Owner' s ordinances for transportation of Biosolids to City limits.

12. ESI shall conduct their operation to incorporate Best Management Practices for Biosolids hauling, storage, and land application and not merely meet legal limits.

## ATTACHMENT C

EXISTING CONDITIONS

### Biosolids

Characteristics: Analysis Attached.

Classification: Iowa Administrative Code Chapter 567-67.8 (1)
(PSRP) Process to Significantly Reduce Pathogens
(PSRP) Pathogen + Vector Attraction Chapter 567-67.8
(c) (1) (IDNR Code)

Quantity of Stored Biosolids (TONS): 0

Production:

2026 Estimate

Average - 30 wet tons per day
Maximum Month - 35 wet tons per day
Yearly - 11,000 wet tons per year

ATTACHMENT D

ANALYTICAL REPORT

City of Dubuque Water & Resource Recovery Center
795 Julien Dubuque Drive
Dubuque, IA 52003-7996

Sample No.:
Job Number:

## ATTACHMENT E

## INSURANCE SCHEDULE
## CITY OF DUBUQUE INSURANCE REQUIREMENTS FOR POLLUTION HAULERS

**City of Dubuque Insurance Requirements for Pollution Haulers**

## INSURANCE SCHEDULE N

1. Ecosystems, Inc 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 sixty (60) days. Haulers 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. Each certificate shall include a statement under Description of Operations as to why issued; e.g., Project # _____ or construction of _____.

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

3. Each certificate shall be furnished to: City of Dubuque, Finance Department, 50 West 13th Street, Dubuque, Iowa 52001.

4. Failure to provide minimum coverage 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. Hauler 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. Hauler agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverages. The City may request a copy of such certificates from the Haulers.

6. All required endorsements to various policies shall be attached to certificate of insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the approval of the Chief Financial Officer and subject to Hauler identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Hauler shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the Hauler's limits of liability are higher than the required minimum limits then the provider's limits shall be this Agreement's required limits.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. Hauler 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.

11. All certificates of insurance must include the agent's name, phone number, and email address.

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

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

**CITY OF DUBUQUE INSURANCE SCHEDULE M**
**(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) The general liability coverage shall be written in accord with the current 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 indicating that coverage is primary and non-contributory.

3) Include Preservation of Governmental Immunities Endorsement (sample attached).

4) Policy shall include Waiver of Right to Recover from Others Endorsement.

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 26.

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 nonpayment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th Street, Dubuque, IA 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 a non-owned and hired vehicles.

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

## CITY OF DUBUQUE INSURANCE SCHEDULE N (continued)

**C. POLLUTION LIABILITY**
(including transit)

| | |
|---|---|
| FUEL HAULERS (diesel, gas, oil) | |
| General Aggregate Limit | $4,000,000 |
| Each Occurrence | $2,000,000 |
| | |
| WASTE HAULERS (sewage, high strength by products) | |
| General Aggregate Limit | $1,000,000 |
| Each Occurrence Limit | $1,000,000 |

1) Policy shall include an 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.

2) Provide evidence of coverage for 5 years after completion of project.
3) Include Preservation of Governmental Immunities Endorsement (sample attached).
4) Include endorsement indicating that coverage is primary and non-contributory.
5) Police shall include Waiver of Right to Recovery From Others Endorsement.

**D. 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.

**E. 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 Noncontributory 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 an additional insured on your insurance as is requested by this insurance schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

**PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

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

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

3. Assertion of Government Immunity. 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.

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)**

**ATTACHMENT F**

Acknowledgement of an Agreement to Comply with Consent Decree

Rev 06/2017

# CONSENT DECREE
# RELATING TO THE
# CITY OF DUBUQUE, IOWA
# WATER & RESOURCE RECOVERY CENTER
# AND
# SANITARY 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 COLLECTION SYSTEM UNLESS 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/3173/ConsentDecreeFinal . 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: Ecosystems, Inc

By: Jeff Klodt

Its: President

Date: 8/31/26

Return signed copy to:

Deron Muehring
Water & Resource Recovery Center Director
795 Julien Dubuque Drive
Dubuque, IA 52003

# NOTICE OF TERMINATION OF AGREEMENT

**VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED**
**AND REGULAR MAIL**

R. Scott Wienands, President
Nutri-Ject Systems, Inc.
515 Fifth Street
PO Box 398
Hudson, Iowa 50643-0398

**RE: CITY OF DUBUQUE/NUTRI-JECT SYSTEMS, INC.**
**NOTICE OF TERMINATION OF AGREEMENT**

Dear Mr. Wienands:

The City of Dubuque, Iowa, (hereinafter "the City") hereby provides this Notice of Termination of that certain Agreement between the City and Nutri-Ject Systems, Inc. (Nutri-Ject) for Biosolids Professional Management Program (hereinafter "the Agreement") dated March 19, 2012.

Pursuant to Section 30.3 of the Agreement the City is terminating the Agreement **immediately** due to the fact that actions of Nutri-Ject have resulted in the City's violation of its NPDES Permit on two separate occasions. The Notices of Violation have previously been provided to Nutri-Ject Systems, Inc. Copies are attached hereto.

Nutri-Ject shall not handle, transport, manage, nor apply the biosolids it previously transported from the City's Water & Resource Recovery Center ("WRRC") currently stored at 9357 Haxbylane Road, La Motte, Iowa. Additionally, Nutri-Ject must remove any of its property from the WRRC.

Dated this 9th day of September, 2026.

CITY OF DUBUQUE, IOWA

By _____

Its: City Manager

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 19.**

---

| | |
|---|---|
| **ITEM TITLE:** | Public Improvement Contracts with Performance, Payment and Maintenance Bonds |
| **SUMMARY:** | Portzen Construction for the Fire Headquarters Bunkroom Remodel Project. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. 26_08_20 Contract_Portzen Signed

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

**TO:** Portzen Construction, Inc.
205 Stone Valley Drive
Dubuque, IA 52003

**ISSUE DATE:** _____

**COMMENCEMENT DATE:** _____
(INSERT DATE = 10 DAYS FROM ISSUING NOTICE TO PROCEED)

**PROJECT:** Dubuque Fire Headquarters Bunkroom Remodel Project

Dear Portzen Construction, Inc.:

You are hereby notified to commence the work on the Project, on or before the commencement date, in accordance with the Contract Documents. The Contract Time shall begin to run on the commencement date **-OR-** Working days will be charged beginning with the commencement date or on the day work begins, whichever is earlier.

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)

Jim Bousley
(Name)

Project Manager
(Title)

## ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____day of _____, 2026.

**PRINCIPAL:**

Portzen Construction, Inc.
(Contractor)

By: _____
(Signature)

Michael J. Portzen
(Name)

President
(Title)

# PUBLIC IMPROVEMENT CONTRACT

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 17th day of August 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Portzen Construction. (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 DUBUQUE FIRE HEADQUARTERS BUNKROOM REMODEL PROJECT (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds:
         a. _____(Bond Name)____ (pages __ to __ , inclusive).
         b. _____(Bond Name)____ (pages __ to __ , inclusive).
         c. _____(Bond Name)____ (pages __ to __ , inclusive).
      7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
      8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
      9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings - Sheet No. AG1.1 through No. E5.10 (23 pages) or drawings consisting of sheets bearing the following general title:

          _____

          _____

      12. Addenda (numbers 1, 2, and 3 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 8 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. 299-26).

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 $426,000.00

**CITY OF DUBUQUE, IOWA:**

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

08/21/2026
Date

**CONTRACTOR:**

Portzen Construction
Contractor

By: Mich Port
Signature

Michael J. Portzen
Printed Name

President
Title

Date

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Portzen Construction, Inc., 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 Four Hundred Twenty Six Thousand Dollars and zero cents ($426,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 17th day of August 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 Dubuque Fire Headquarters Bunkroom Remodel Project detail the following described improvements:

> The scope of the project is as follows: Remodel of existing second floor including removal of plumbing fixtures, walls, doors, ceilings, and tile flooring in existing group shower/restrooms; removal of existing lockers and integral bases; removal of one fire pole and enclosing of associated floor opening; construction of new individual shower/restrooms in location of former restrooms and individual sleeping rooms in locations of former bunkrooms and locker room; upgrades to existing hot water system; installation of electrical, lighting, and fire alarm devices associated with aforementioned new construction.

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: Dubuque Fire Headquarters Bunkroom Remodel Project
Location: 11 West 9th Street, Dubuque, IA
Project Number: 1315000025

Witness our hands, in triplicate, this _____ day of _____, 2026.

**SURETY COUNTERSIGNED BY:**

_____
Signature of Agent

_____
Printed Name of Agent

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

**PRINCIPAL:**

_____
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.

# OUT-OF-STATE CONTRACTOR BOND

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

Bond #54268938

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Portzen Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Twenty Six Thousand Dollars and zero cents ($426,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 17th day of August 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 Dubuque Fire Headquarters Bunkroom Remodel Project detail the following described improvements:

> The scope of the project is as follows: Remodel of existing second floor including removal of plumbing fixtures, walls, doors, ceilings, and tile flooring in existing group shower/restrooms; removal of existing lockers and integral bases; removal of one fire pole and enclosing of associated floor opening; construction of new individual shower/restrooms in location of former restrooms and individual sleeping rooms in locations of former bunkrooms and locker room; upgrades to existing hot water system; installation of electrical, lighting, and fire alarm devices associated with aforementioned new construction.

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: Dubuque Fire Headquarters Bunkroom Remodel Project
Location: 11 West 9th Street, Dubuque, IA
Project Number: 1315000025

Witness our hands, in triplicate, this 18th day of August, 2026.

**SURETY COUNTERSIGNED BY:**

Jena Wilwert
Signature of Agent

Jena Wilwert
Printed Name of Agent

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
Company Telephone Number

**PRINCIPAL:**

Portzen Construction Inc
Contractor

By: _____
Signature

Jayme Kluesner
Printed Name

Treasurer
Title

**FORM APPROVED BY:**

_____
Representative for Owner

**SURETY:**

United Fire & Casualty Company
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Eric DeSousa
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains
Company Name

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
Company Telephone Number

**NOTE:**

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

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMINITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

# POWER OF ATTORNEY

**To verify the authenticity of this Power of Attorney, please contact us at**
**UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401**
**telephone (800) 343-9130 or email *surety@unitedfiregroup.com***
**THIS POWER OF ATTORNEY IS VOID IF ALTERED**
**To notify us of a claim, please contact us at *surety@unitedfiregroup.com***

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARK J. PHALEN, ERIC DESOUSA, LAUREN MOSER, JENA WILWERT, ZACH KEMP, PAULA FITZGERALD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effective until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 30th day of March, 2026.

By: _____
Kyanna M. Saylor, Vice President of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
On this 30th day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
**Commission number** 173041
**My Commission Expires** 04/23/2027

Notary Public: _____
My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 18 day of August, 2026.

By: _____
Mary A. Bertsch, Assistant Secretary of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

BPOA0049 012026

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2026

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
AssuredPartners Great Plains, LLC
PO Box 759
Dubuque IA 52004-0759

CONTACT NAME: Jena Wilwert
PHONE (A/C, No, Ext): 563-556-0272 FAX (A/C, No): 563-556-4425
E-MAIL ADDRESS: jena.wilwert@assuredpartners.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Waypoint Mutual (fka Midwest Builders) | 13126 |
| INSURER B : United Fire & Casualty | 13021 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Portzen Construction Inc.
205 Stone Valley Dr.
Dubuque IA 52003

PORTCON-02

**COVERAGES** **CERTIFICATE NUMBER:** 215822653 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | Y | 10003269523 | 12/31/2025 | 12/31/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | Y | Y | 10053856858 | 12/31/2025 | 12/31/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | 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) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | Y | Y | 10082895869 | 12/31/2025 | 12/31/2026 | EACH OCCURRENCE | $ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | Y | WC100-0001565-2024A | 12/31/2025 | 12/31/2026 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #1315000025 - Dubuque Fire Headquarters Bunkroom Remodel at 11 West 9th St, Dubuque, IA. Policy includes CG0001. 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 listed as an additional insured on the general liability, Governmental Immunities on a primary and non-contributory basis including ongoing & completed operations, as provided by CG7340, IL7105, CG7286 and CG7163. Waiver of Subrogation is included on the general liability, auto liability and workers compensation as provided by CG7340, CA7109 and WC000313. Umbrella is following form with Primary & Noncontributory per endorsement IL7105. 30-Day Notice of Cancellation is included in favor of the additional insured on all policies.

**CERTIFICATE HOLDER**

City of Dubuque
50 W 13th Street
Dubuque IA 52001

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## CONTRACTOR ULTRA LIABILITY PLUS ENDORSEMENT

## COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

* Expected or Intended Liability – Exception for Reasonable Force
* Expanded Damage To Premises Rented By You to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured – Vendors
* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT, FOLLOWING ON PAGES 2 THROUGH 9, FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONTRACTOR ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

## SECTION I - COVERAGES

**A.** The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Expected or Intended Liability – Exception for Reasonable Force**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is deleted and replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Expanded Damage To Premises Rented By You**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or sprinkler leakage to premises while rented to you or temporarily occupied by you permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long; and

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of Exclusion **j. Damage To Property:**

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to exclusion **j. Damage To Property:**

Paragraphs **(3)**, **(4)**, and **(6)** of this exclusion do not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B.** The following coverages are added:

**1. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

**a.** Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is deleted and replaced by the following:

**p.** Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or

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inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

**b.** "Property damage" means:

**(1)** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**(2)** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

**(3)** Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property. The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

**2. COVERAGE G – WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in SECTION III – LIMITS OF INSURANCE.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

**1.** The title of this section is deleted and replaced by **SUPPLEMENTARY PAYMENTS**

**2.** Bail Bonds

Paragraph **1.b.** is deleted and replaced by the following:

**b.** Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3.** Loss of Earnings

Paragraph **1.d.** is deleted and replaced by the following:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**SECTION II – EXCLUSIONS**

A. The following exclusion is added:

**1. DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**r.** This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap- up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

**(1)** Provides coverage identical to that provided by this Coverage Part; or

**(2)** Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as

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practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**SECTION III – WHO IS AN INSURED**

**A.** The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:

**4. BROAD FORM NAMED INSURED**

Item **2.e.** is added as follows:

**e.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

**(1)** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

**(2)** Coverage **B** does not apply to "personal and advertising injury" arising before you acquired more than 50 percent of the voting stock.

**5. Additional Insured – Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

**a.** Any person or organization for who you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy;

**b.** Any other person or organization you are required to add as an additional insured under the contract 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:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Such person(s) or organization(s) is an additional insured only if the written contract is currently in effect or becoming effective during the term of this policy; and

~~1.~~ Was executed prior to:

**(a)** The "bodily injury" or "property damage"; or

**(b)** The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**c.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services,


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including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**(2)** "Bodily injury" or "property damage" occurring after:

**(a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**6. Additional Insured – Products-Completed Operations Coverage – Including Upstream Parties**

**a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

**b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by "your work" specified in the "written contract" and included in the "products-completed operations hazard".

Such person(s) or organization(s) is an additional insured only if the written contract is currently in effect or becoming effective during the term of this policy; and

1. Was executed prior to:

**a.** The "bodily injury" or "property damage"; or

**b.** The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

However:

**(1)** The insurance afforded to such additional insureds only applies to the extent permitted by law;

**(2)** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**(3)** Such coverage will not apply subsequent to the first to occur of the following:

**i.** The expiration of the period of time required by the "written contract"; or

**ii.** The expiration of any applicable statute of limitations or statue of repose with respect to claims arising out of "your work"

**c.** With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,


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reports, surveys, field orders, change orders or drawings and specifications; or

**(2)** Supervisory, inspection, architectural or engineering activities.

**7. Additional Insured – Vendors**

**a.** Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business is an insured.

However:

**(1)** The insurance afforded to such vendor only applies to the extent permitted by law; and

**(2)** If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**(1)** This insurance afforded the vendor does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(1)** The exceptions contained in Sub-paragraphs **d.** or **f.**; or

**(2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

**a.** Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance,

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operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law; and

**(2)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

**a.** Any person(s) or organization(s) that is a manager or lessor of premises leased to you is an additional insured, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

**(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.

**10. Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured**

**a.** Any architects, engineers or surveyors who are not engaged by you are additional insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

**(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.

**b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

**(2)** Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing


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in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**11. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an Additional Insured, subject to the following provisions:

**a.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

**(1)** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**(2)** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**b.** This insurance does not apply to:

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**(2)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors**

**a.** Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an additional insured. Such person or organization is an additional insured only with respect to your liability caused, in whole or in part, by your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**(2)** Supervisory, inspection

**13. Additional Insured – Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

**a.** "Bodily injury" or "personal and advertising injury"

**(1)** To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

**(2)** For which there is any obligation to share damages with or repay someone else who must

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pay damages because of the injury described in paragraph **(1)(a)** above; or

**(3)** Arising out of his or her providing or failing to provide professional healthcare services.

For the purpose of this clause only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

**SECTION IV – LIMITS OF INSURANCE**

Paragraph **2** is deleted and replaced by the following:

**2.** The General Aggregate Limit is the most we will pay for the sum of:

**a.** Medical expenses under **Coverage C**;

**b.** Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

**c.** Damages under **Coverage B**; and

**d.** Damages under **Coverage H.**

Paragraph **6** is deleted and replaced by the following:

**6.** Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**C.** The following are added:

**14.** Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

**15. Aggregate Limits of Insurance (Per Location)**

**a.** The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

**b.** "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**16. Aggregate Limits of Insurance (Per Project)**

**a.** The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

**17.** With respect to the insurance afforded to additional insureds afforded coverage by items **4.** through **13.** of SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement;

**b.** Available under the applicable Limits of Insurance shown in the Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**18.** Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F – Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

**SECTION V – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**A.** The following conditions are amended:

**1. Knowledge of Occurrence**

**a.** Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:


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(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

(i) How, when and where the "occurrence" took place;

(ii) The names and addresses of any injured persons and witnesses, and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

(i) Immediately record the specifics of the claim or "suit" and the date received; and

(ii) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where Broad Form Named **Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4.** Other Insurance **b.** Excess Insurance **(1)(a)** is deleted and replaced by the following:

a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

The following is added to Condition **4.** Other Insurance

**Primary And Noncontributory Insurance - Additional Insured**

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;

(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;

(3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";

(4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions;

(5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance;

(6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

This condition supersedes any provision to the contrary.

3. The following Conditions are added:

**10. Blanket Waiver Of Subrogation**


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We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf. We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**11. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**12. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**13. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

**b.** Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

**c.** Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

**d.** For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

**SECTION VI – DEFINITIONS**

**A.** Paragraph **3.** "Bodily injury" is deleted and replaced with the following:

**3.** "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**B.** Paragraph **9.c.,** "Insured contract", is deleted and replaced with the following:

**c.** Any easement or license agreement;

**C.** Paragraph **9.f.(1),** "Insured Contract", is deleted

**D.** The following definitions are added for this endorsement only:

**23.** "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance;

**(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;

**(3)** The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";

**(4)** The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.

**(5)** The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

**(6)** The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS FOR OTHER PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS (THROUGH ISO 10/01 COVERAGE OPTIONS)

This endorsement modifies insurance provided under the following:
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

**B.** The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:
   - **a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
   - **b.** "your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
     - **(1)** The "written contract" requires you to provide the additional insured such coverage; and
     - **(2)** This coverage part provides such coverage; and
     - **(3)** Such coverage will not apply subsequent to the first to occur of the following:
       - i. The expiration of the period of time required by the "written contract"; or
       - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".
3. If the "written contract" specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".
4. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01) then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "arising out of".
5. With regards to **B.1.** and **B.2.** above only, the following conditions are added;
   - **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.

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6. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

   a. The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      (2) Supervisory, inspection, architectural or engineering activities.

   b. Any premises or work for which the additional insured is specifically listed as an additionalinsured on another endorsement attached to thiscoverage part.

C. Only for the purpose of the insurance provided this endorsement, **SECTION V– DEFINITIONS** is amended to add the following definition:

"Written Contract" means a written contract or written agreement that requires you to make aperson or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becoming effective during the term of this policy; and
2. Was executed prior to:
   a. The "bodily injury" or "property damage"; or
   b. The offense that caused the "personal and advertising injury",

for which the additional insured seeks coverage under this coverage part.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CITY OF DUBUQUE, IOWA**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PREMIUM 250

The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Dubuque, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**CITY OF DUBUQUE, IOWA**
**GOVERNMENTAL IMMUNITIES ENDORSEMENT**
**(For use when *including* the City as an Additional Insured)**

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

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

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Dubuque, Iowa.

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

5. No Other Change in Policy. The insurance carrier and the City of Dubuque, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

## CITY OF DUBUQUE, IOWA
## CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, 50 W. 13th St., Dubuque, Iowa 52001. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Note: Endorsements above per 'Urban Standard Specifications For Public Improvements', Addendum No. 2 effective July 24, 2001.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

**COVERAGE INDEX**


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The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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*mporary Substitute Auto Physical Damage)*

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

***(Broad Form Insured)***

**d.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

**e.** Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

**(1)** That is a joint venture or partnership,

**(2)** That is an "insured" under any other policy,

**(3)** That has exhausted its Limits of Insurance under any other policy, or

**(4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

**f.** Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

**g.** Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

**(1)** Currently in effect or becoming effective during the term of this policy; and

**(2)** Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

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**BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2)** and **(4)** are replaced by the following:

***(Bail Bond Coverage)***

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

***(Loss of Earnings Coverage)***

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

***(Amended Fellow Employee Exclusion)***

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

**a.** To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

**b.** To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

**c.** For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

**d.** Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

***(Towing and Labor)***

**2. Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

**a.** For private passenger type vehicles we will pay up to $100 per disablement.

**b.** For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

***(Physical Damage Additional Transportation Expense Coverage)***

**4. Coverage Extensions**

**a. Transportation Expenses** is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

***(Extra Expense – Theft)***

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

*tal Reimbursement and Additional Transportation Expense)*

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $75 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

***(Personal Effects Coverage)***

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

***(Personal Property of Others)***

**f. Personal Property of Others**

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

***(Locksmith Coverage)***

**g. Locksmith Coverage**

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

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*...icle Wrap Coverage)*

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

***(Airbag Accidental Discharge)***

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE**

***(Audio, Visual and Data Electronic Equipment Coverage)***

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

**b.** Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

***(Auto Loan/Lease Total Loss Protection)***

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

**4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease / loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous loans or leases.

***(Glass Repair – Deductible Amendment)***

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

*(Amended Duties in the Event of Accident, Claim, Suit or Loss)*

**AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

**d.** Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

**(1)** You, if you are an individual;

**(2)** Any partner or insurance manager if you are a partnership;

**(3)** An executive officer or insurance manager, if you are a corporation;

**(4)** Your members, managers or insurance manager, if you are a limited liability company; or

**(5)** Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

***(Waiver of Subrogation by Contract)***

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

***(Unintentional Failure to Disclose)***

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)***

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

**b.** **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

**(a)** Any Covered "auto" you lease, hire, rent or borrow; and

**(b)** Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

**(a)** $75,000 per accident, or

**(b)** actual cash value at the time of loss, or

**(c)** cost of repair.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission. 

Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) **Definitions For This Section**

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

## X BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This endorsement does not apply where prohibited by law.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has a written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.**

Endorsement Effective 12/31/2025
Insured **Portzen Construction, Inc**
DBA **Dubuque Plumbing & Heating**
Insurance Company
**Horizon Midwest Casualty Company**
1100 Walnut Street Suite 3000
Kansas City, MO 64106
(816) 474-7799
Carrier Code **30593**

Policy No. WC300-0001565-2025A Endorsement **WC 00 03 13**

Premium $295,871

Countersigned by _____

POLICY NUMBER:10003269523

UW 17 30 09 19

# AGREEMENT TO PROVIDE NOTICE OF CANCELLATION/NON-RENEWAL OR MATERIAL CHANGE IN COVERAGE

THIS ENDORSEMENT SUPPLEMENTS THE TERMS OF THE POLICY. PLEASE READ IT CAREFULLY.

1. If the Schedule below indicates "Cancellation/Non-renewal", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule in the event of a cancellation or non-renewal of the policy to which this form is endorsed. The number of days' notice we will provide is indicated in the Schedule.
2. If the Schedule below indicates "Material Change", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a material change in the policy to which this form is endorsed. For the purposes of this endorsement a material change is defined as a change:
   a. That is initiated by us; and
   b. In which the First Named Insured is provided written notification by us.

   The number of days' notice we will provide is indicated in the Schedule.

**SCHEDULE**

| Name of Person(s) or Organization(s) | Mailing Address | Line(s) of Business Applicable | Cancellation/ Non-renewal | Material Change | Number of Days' Notice |
|---|---|---|---|---|---|
| CITY OF DUBUQUE | 50 W 13TH ST<br>DUBUQUE, IA 52001-4805 | General Liability | X | | 30 |

# SECTION 00471

## CONTRACTOR BACKGROUND INFORMATION

### FOR SMALL CONTRACTS (Between $25,000 and $3,000,000)

If at the discretion and upon request of the City, the apparent low bidder must submit the Contractor Background Information Form to the Jurisdiction/Government Entity Representative within 72 hours after the bid opening. Failure to submit the Contractor Background Information Form by the required deadline may be considered justification for the City to determine the Bidder as not responsible.

All questions must be answered clearly and comprehensively. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that it deems necessary.

**1. SUBMITTED BY:**

Official Name of Firm: Portzen Construction, Inc.

Address: 205 Stone Valley Drive

Dubuque, IA 52003

**2. CONTRACTOR'S CONTACT INFORMATION:**

Contact Person: Dylan Ambrosy

Title: Project Manager

Phone: 563-557-7642

Email: dambrosy@pci-dbq.com

**3. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Iowa

Date of Organization: 05/18/89

Executive Officers:

President: Michael J. Portzen

Vice President(s): Adam Portzen

Treasurer: Jayme Kluesner

Secretary: Adam Portzen

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner(s)

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

Name: _____

Address: _____

_____

☐ OTHER

State of Organization: _____

Name of Organization: _____

Form of Organization: _____

Date of Organization: _____

Principal

Name: _____

Title: _____

Address: _____

_____

A. How many years has your organization been in business as a contractor?

___37___ years.

B. How many years have you been engaged in the contracting business under your present firm or trade name?

___37___ years.

C. Under what other or former names does or has your organization operated?

_____

_____

**4. CERTIFICATIONS:** **CERTIFIED BY:**

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other:_____ _____

## 5. BONDING INFORMATION:

Bonding Company: United Fire and Casualty

Address: 118 2nd Avenue SE

Cedar Rapids, IA 52401

Bonding Agent: Jena Wilwert @ Assured Partners

Address: 501 Bell Street

Dubuque, IA 52003

Contact Name: Jena Wilwert

Phone: 877-580-7066

Aggregate Bonding Capacity._____

Available Bonding Capacity as of date of this submittal:_____

## 6. CONSTRUCTION EXPERIENCE:

### A. Current Experience:

List on ***Schedule A*** all uncompleted projects currently under contract.

### B. Previous Experience:

List on ***Schedule B*** at least three (3) projects completed within the last three (3) years that had a similar scope of work.

**Do you have direct related project experience?** If no direct related project experience, add an Attachment that explain how you intend to complete the contract.

☐ NO ☒YES

**In the past eight (8) years has the firm listed in Section 1 ever failed to complete a construction contract awarded to it?** If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☒ NO ☐YES

**Have you ever been found not to be a responsible Bidder under Iowa Code Chapter 26?** If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☒ NO ☐YES

**In the past eight (8) years has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?** If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☒ NO ☐ YES

**Are there any judgments, claims, disputes or litigation pending or outstanding with an individual value greater than $200,000 involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?** If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

☒ NO ☐YES

**Have you ever been declared in default under a performance Bond in the last five (5) years?** If YES, add an Attachment that provides details of the circumstances and include the name and contact person of the owner(s) of the project and the contact person at the surety/Bonding company.

☒ NO ☐YES

**Are you currently being investigated for or have previously violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, the Employee Retirement Insurance Security Act, Title VI of the Civil Rights Act of 1964, The Fair Labor Standards Act:** If YES, add an Attachment that provides details of the circumstances and explain.

☒ NO ☐YES

## 7. SAFETY PROGRAM:

Name of Contractor's Lead Safety Officer: Alex Faust, Safety Director

Name of Contractor's Safety Officer assigned to the project: Alex Faust, Safety Director

Include the following as attachments:

A. Provide as an Attachment Contractor's OSHA **No. 300- Log & Summary of Occupational Injuries & Illnesses** for the past 2 years. Contractor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total bid amount.

B. Provide as an Attachment Contractor's list **of all OSHA Citations & Notifications of Penalty** (monetary or other) received within the last 2 years (indicate disposition as applicable) - IF NONE SO STATE. Contractor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total bid amount.

C. Provide as an Attachment Contractor's **list of all safety citations or violations under any state** all received within the last 2 years (indicate disposition as applicable) - IF NONE SO STATE. Contractor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total bid amount.

D. Provide the following for the firm listed in Section 3 (attach additional sheets as necessary) the following (Contractor must submit the same information for all proposed Subcontractors performing Work having a value in excess of 10 percent of the total bid amount:

Workers' compensation Experience Modification Rate (EMR) for the last 2 years:

| | | | |
|---|---|---|---|
| YEAR | 2025 | EMR | 1.12 |
| YEAR | 2024 | EMR | 0.84 |

Total Recordable Frequency Rate (TRFR) for the last 2 years:

| | | | |
|---|---|---|---|
| YEAR | 2025 | TRFR | 5.3 |
| YEAR | 2024 | TRFR | 7.2 |

Total number of man-hours worked for the last 2 Years:

| | | | |
|---|---|---|---|
| YEAR | 2025 | TOTAL NUMBER OF MAN-HOURS | 300,691 |
| YEAR | 2024 | TOTAL NUMBER OF MAN-HOURS | 332,993 |

## 8. EQUIPMENT:

Provide a statement that explains the contractual relationship between the Company listed in Section 3 and the owners of major pieces of equipment that will be utilized on this project.

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on this Project.

**I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE CITY OF DUBUQUE MAY RELY ON THE INFORMATION PROVIDED.**

NAME OF ORGANIZATION: Portzen Construction, Inc.

SIGNATURE: [signature]

NAME: Michael J. Portzen

TITLE: President

DATED: 08-18-26

NOTARY ATTEST: [signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF August, 2026

NOTARY PUBLIC - STATE OF Iowa
MY COMMISSION EXPIRES: 08-31-2029

NOTARIAL SEAL IOWA
KELLY S. MCAULIFFE
Commission Number 806131
My Commission Expires
August 31, 2029

## REQUIRED ATTACHMENTS:

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Evidence of authority for individuals listed in Section 3 to bind organization to a Contract.
4. Resumes of officers and key individuals (including Safety Officer) of Company named in Section 1.
5. Required safety program submittals listed in Section 7.
6. Schedule C (Major Equipment)
7. Additional items as needed to complete background information request.

Type text he

PORTZEN CONSTRUCTION

## PORTZEN CONSTRUCTION INC.
## Projects Currently in Process

| JOB # | PROJECT NAME | LOCATION | OWNER | ARCHITECT | CONTRACT |
|---|---|---|---|---|---|
| 23-23 | John Deere Dubuque IWTF | Dubuque, IA | John Deere Dubuque | John Deere Dubuque | $9,109,000.00 |
| 24-06 | McFarland, Wisconsin Lift Station Improv. | McFarland, WI | City of McFarland, Wisconsin | Town & Country Engineering | $2,870,575.00 |
| 24-21 | Ottumwa Sewer Separation | Ottumwa, IA | City of Ottumwa, Iowa | Veenstra & Kimm Inc. | $14,707,563.00 |
| 24-28 | Ruby Sutton 2nd Floor Remodel | Dubuque, IA | City of Dubuque, Iowa | 563 Design, PLLC | $1,034,000.00 |
| 24-29 | Oregon, WI Well Pump #6 | Oregon, WI | Village of Oregon, Wisconsin | Ruekert & Mielke, Inc. | $2,779,000.00 |
| 25-05 | 16th Street Detention Basin | Dubuque, IA | City of Dubuque, Iowa | Origin Design | $26,557,106.00 |
| 25-06 | U of Iowa - Art Bldg. Modernization | Iowa City, IA | University of Iowa | Invision Architecture | $21,795,000.00 |
| 25-07 | Wahlert Track & Football Field | Dubuque, IA | Holy Family | Holy Family | $40,000,000.00 |
| 25-23 | Hales Mill Commercial Parking - Bldg. #1 | Dubuque, IA | DCW Realty | Origin Design | $2,000,000.00 |
| 25-26 | St. Joe Daycare - Concrete Ramp | Dubuque, IA | Holy Family | Holy Family | $200,000.00 |
| 25-27 | Dickeyville Industrial - Foundry Way #3D | Dickeyville, WI | AY McDonald Mfg. Company | Delta 3 Engineering | $897,504.00 |
| 25-28 | Platteville Aquatic Center | Platteville, WI | City of Platteville, WI | JEO, LLC | $5,311,500.00 |
| 25-31 | Comiskey Park - Phase 2 | Dubuque, IA | City of Dubuque, Iowa | Origin Design | $2,515,000.00 |
| 25-32 | Westphal & Company New Facility | Dubuque, IA | Fawkes Rising, LLC | Origin Design | TBD |
| 26-03 | Unison Solutions - Metro Enclosure | Dubuque, IA | Unison Solutions | Unison Solutions | $300,000.00 |
| 26-04 | Oregon Senior Center | Oregon, WI | Village of Oregon, Wisconsin | OPN Architects | $17,911,500.00 |
| 26-07 | Dalzell Field Retaining Wall | Dubuque, IA | Dubuque Community Schools | Origin Design | $125,505.00 |
| 26-08 | Resurrection School South Wing | Dubuque, IA | Holy Family | Origin Design | TBD |
| 26-09 | Rite Hite Company - Breakroom | Dubuque, IA | Rite Hite Company | Rite Hite Company | $119,200.00 |
| 26-10 | Soldiers Grove, WI WWTF | Soldiers Grove, WI | Village of Soldiers Grove, Wisconsin | Delta 3 Engineering | $3,896,140.34 |
| 26-11 | Mt. Vernon Schools - Parking Lot | Mt. Vernon, IA | Mt. Vernon Community School District | Shive-Hattery | $976,502.82 |
| 26-12 | Traffic Signal Improvement - Asbury, Carter & C | Dubuque, IA | City of Dubuque, Iowa | Cityof Dubuque | $348,287.98 |
| 26-13 | City of Ely, Iowa - Wellhouse | Ely, IA | City of Ely, Iowa | MSA Professional Services, Inc. | $2,006,500.00 |
| 26-14 | St. Joseph the Worker | Dubuque, IA | St. Joseph the Worker | Origin Design | TBD |
| 26-15 | Dickeyville, WI - Wellhouse | Dickeyville, WI | Village of Dickeyville, WI | Delta 3 Engineering | $1,617,889.00 |
| 26-16 | Lancaster Fire & Rescue | Lancaster, WI | Village of Lancaster, WI | Delta 3 Engineering | $2,600,810.00 |

PORTZEN CONSTRUCTION

## PORTZEN CONSTRUCTION INC.
## Completed Projects

| JOB # | PROJECT | OWNER | ARCHITECT | AMOUNT |
|---|---|---|---|---|
| 25-20 | Honkamp, PC - Renovations | Honkamp, PC | Origin Design | $720,289.24 |
| 26-06 | Chavenelle Building Remodel | City of Dubuque, Iowa | 563 Design, LLC | $454,454.83 |
| 23-05 | Marion Public Works Facility | City of Marion, Iowa | Shive-Hattery, Inc. | $2,639,377.00 |

# OSHA's Form 300A
# Summary of Work-Related Injuries and Illnesses

Year 2025

**U.S. Department of Labor**
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 2 | 6 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days of job transfer or restriction | Total number of days away from work |
|---|---|
| 57 | 42 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 8 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) All other illnesses | 0 |
| (3) Respiratory Condition | 0 | | |

## Establishment information

Your establishment name PORTZEN CONSTRUCTION, INC.

Street 205 STONE VALLEY DR

City DUBUQUE State IA Zip 52003

Industry description (e.g., Manufacture of motor truck trailers)
GENERAL CONTRACTOR

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2

## Employment information

Annual average number of employees 140

Total hours worked by all employees last year 300,691

## Sign here

Knowingly falsifying this document may result in a fine.

Mich Bad 1/15/26

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

MICHAEL J PORTZEN — Company executive

PRESIDENT — Title

563-542-3574 — Phone

1/15/2026 — Date

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A
# Summary of Work-Related Injuries and Illnesses

Year 2024

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

**Number of Cases**

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 7 | 5 | 0 |
| (G) | (H) | (I) | (J) |

**Number of Days**

| Total number of days of job transfer or restriction | Total number of days away from work |
|---|---|
| 114 | 132 |
| (K) | (L) |

**Injury and Illness Types**

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 12 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) All other illnesses | 0 |
| (3) Respiratory Condition | 0 | | |

**Establishment information**

Your establishment name PORTZEN CONSTRUCTION, INC.

Street 205 STONE VALLEY DR

City DUBUQUE State IA Zip 52003

Industry description (e.g., Manufacture of motor truck trailers)
GENERAL CONTRACTOR

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2

**Employment information**

Annual average number of employees 160

Total hours worked by all employees last year 332,993

**Sign here** Michael Portzen

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

MICHAEL J PORTZEN
Company executive

PRESIDENT
Title

563-542-3574
Phone

1/28/25
Date

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# Portzen Construction

Major Equipment

| DESCRIPTION | MAKE | PURCHASE |
|---|---|---|
| Tapco Brake Disposed 2023 | | $500.00 |
| Rigid Threader | | $1,500.00 |
| Office Cubicle Furniture | | $27,747.00 |
| HP Laptop Zbook w/Dock Station | | $1,632.00 |
| HP Elite Book w/Dock stationk Display, office | | $1,516.00 |
| HO Desktop 400 G3 w/Monitor | | $882.00 |
| HO Desktop 400 G3 w/Monitor | | $882.00 |
| HP Proliant Server w/Memory & RDP Server | | $12,728.00 |
| GLO-BUG Light | GLO-BUG | $4,275.00 |
| HP Elitebook 860 G11 W/Dock-Joe Klein | | $ 1,800.09 |
| Insulation Machine | | $3,569.00 |
| GLO-BUG Light | GLO-BUG | $4,275.00 |
| GLO-BUG Light | GLO-BUG | $4,275.00 |
| GLO-BUG Light | GLO-BUG | $4,275.00 |
| GLO-BUG Light | GLO-BUG | $4,275.00 |
| GLO-BUG Light | GLO-BUG | $4,275.00 |
| Plasma Cutter | Powermax | $2,336.00 |
| Gutter Machine | | $5,850.00 |
| rigid pipe threader | RIgid | $2,675.00 |
| Power Washer/ Wash Bay | | $17,830.00 |
| Roust-a-bout | Roust-A-Bout | $3,152.00 |
| 400,000 Btu Heaters | | $640.00 |
| Sewer Tap | | $1,116.00 |
| Scaffolding | | $4,890.00 |
| Maxistar Welder | | $620.00 |
| Power Trowel Disposed 2020 | | $1,590.00 |
| Scaffolding | | $1,229.00 |
| Portzen Office Chairs (40) | | $17,407.00 |
| Conference Room Table- Downstairs | | $12,829.00 |
| Hole Hog | | $4,134.00 |
| Conference Room Table- Upstairs | | $5,628.00 |
| Dexk Mike's Office | | $2,060.00 |
| Software-MAS90-LetterPerfect | | $4,562.86 |
| Rigid Threader Disposed 2023 | | $1,020.00 |
| Rigid Threader Disposed 2023 | | $1,633.00 |
| Rigid Threader Disposed 2023 | | $820.00 |
| Rigid Cutter Disposed 2023 | | $425.00 |
| Office Cubicle Furniture-Downstairs | | $15,871.00 |
| Audio Visual Equipment- Gateway | | $3,258.00 |
| Audio Visual Equipment- Downstairs Conf. | | $25,782.00 |
| Audio Visual Equipment- Upstairs Conf. | | $9,689.00 |
| 2018 Ford Transit T-150 #1805 | | $33,274.20 |
| Grinder,engine hoist,truck hoist | band saw | $3,500.00 |
| Aluminun plank Disposed 2020 | | $435.00 |
| siding brake | | $927.00 |
| Pipe Machine & Groover | | $3,587.00 |

| | | |
|---|---|---|
| Power Buggy | compact 150 | $1,900.00 |
| snow blower Disposed 2020 | | $898.00 |
| roofing cart | | $518.00 |
| 2018 Ford F-150 XLT4WD Super Cab #1806 | | $37,555.20 |
| Power Trowel s#1716845 Disposed 2023 | | $1,961.00 |
| 2018 Ford F-150 XLT4WD Super Cab #1807 | | $37,555.20 |
| Software to allocate WC/UB/OH | | $438.84 |
| 2018 Ford F-150 XLT4WD Super Cab #1808 | | $37,555.19 |
| 2019 Ford Super Duty F-350 #1811 | | $56,148.12 |
| PC Anywhere | | $153.16 |
| Desks tables | | $4,240.00 |
| 2019 Ford Super Duty F-450 #1809 | | $59,094.87 |
| 2019 Ford Super Duty F-450 #1810 | | $59,094.87 |
| 2019 Ford Super Duty F-350 #1812 | | $56,143.12 |
| P300 Sand Blaster | | $1,678.00 |
| 2019 Ford Super Duty F-250 #1814 | | $41,563.30 |
| Metal Curb Forms | | $3,360.00 |
| Vent Blower | | $722.00 |
| Rock Drill | | $979.00 |
| 2019 Ford Super Duty F-250 #1815 | | $41,563.30 |
| 2 400M BTU Heaters | | $3,663.00 |
| 2019 Ford Super Duty F-350 #1813 | | $56,744.47 |
| Hose Machine Press | | $795.00 |
| Saddler Machine | | $1,733.00 |
| Drywall Cart Disposed 2023 | | $364.00 |
| Curb & Gutter Forms | | $8,522.00 |
| Tool Boxes Disposed 2020 | | $2,483.00 |
| used Rigid pipe threader, cutter | | $933.00 |
| Airpower Cutter | | $2,020.00 |
| Hydralic Pressure Tester | | $853.00 |
| Sumner Material Lift | | $2,483.00 |
| Bobcat Welder | | $2,756.00 |
| Miller Welder | | $878.00 |
| Tap Machine | | $636.00 |
| TK-99E Test Kit | | $742.00 |
| HP Desktop 400 G3 w/ Monitor | | $903.00 |
| 18"Bucket A#03235 | | $1,208.00 |
| 80 Gal Vert- Ingersol | shop compressor | $1,545.00 |
| Ventilators (2) | Eagle | $2,650.00 |
| 3" Trash Pump #4083550 Disposed 2020 | | $1,118.00 |
| land pride brush hog | | $1,200.00 |
| Brillion Mulcher | | $1,000.00 |
| 9 Foot Disk | | $300.00 |
| 4" Trash Pump Junked 2020 | | $1,932.00 |
| Wheel Dolly CIA2575 | | $484.00 |
| 15 " Planer | | $1,157.00 |
| Compressors | S&R | $5,354.00 |
| Used Sokkia Total Station | | $1,000.00 |
| Cure Cart Disposed 2023 | Logan | $1,961.00 |
| Handimark labeler Disposed 12/2023 | | $815.00 |
| 8 Nail Guns Disposed 2023 | S&R | $1,519.00 |
| Power Screed Disposed 2020 | Honda | $7,407.00 |
| Curb & Gutter Forms | | $3,083.00 |
| Sherpad cylinder & maintenance | | $3,345.00 |
| Pipe Laser | Leica | $4,063.00 |

| | | |
|---|---|---|
| Pipe Laser | Leica | $4,063.00 |
| Rugby 100 | Leica | $1,219.00 |
| Milw. Tru-Drill Disposed 2023 | | $873.00 |
| Used temporary barrier | | $1,627.00 |
| curb & Gutter Forms 12x10 | | $2,697.00 |
| Rugby Laser Disposed 2023 | Leica | $1,386.00 |
| Rugby Laser | Leica | $1,386.00 |
| Rugby Laser | Leica | $1,386.00 |
| Rugby Laser | Leica | $1,386.00 |
| Rugby Laser | Leica | $1,386.00 |
| Rugby Laser | Leica | $1,386.00 |
| Wacker Roller | Wacker | $6,000.00 |
| E-Z Roll Carrier | | $2,015.00 |
| Curb Forms 4X10 | | $5,394.00 |
| Curb Forms 6X10 | | $6,457.00 |
| Edge Trowel | | $2,178.00 |
| 2 backhole buckets | | $1,000.00 |
| Walk Behind Scrubber Disposed 2020 | Clarke | $7,147.00 |
| Makisa Walk-behind Disposed 2020 | Makisa | $7,490.00 |
| Cure Cart | | $1,873.00 |
| Line Tracer | Metrotech | $3,702.00 |
| Cure Cart | | $1,850.00 |
| 400K heater &#843 | Tradesman 400 | $525.00 |
| 400K heater &#845 | Tradesman 400 | $525.00 |
| 400K heater | Tradesman 400 | $562.00 |
| 400K heater | Tradesman 400 | $562.00 |
| Heat Wagon | | $12,359.00 |
| sales tax A#834 | | $73.00 |
| sales tax A#836 | | $74.00 |
| Tripod& Retreievel System | Miller | $2,771.00 |
| Super Screed/ | 30' Morrison | $8,667.00 |
| rebar cutter | | $1,017.00 |
| rigid pipe threader | Rigid | $2,229.00 |
| 5000w generator | Gierke | $1,876.00 |
| backhole bucket | | $919.00 |
| hilte laser | | $2,082.00 |
| 5000w generator Disposed 12/2023 | Gierke | $1,876.00 |
| 5000w generator Junked 2020 | Gierke | $1,876.00 |
| Miller Welder | Trailblazer 302 | $3,954.00 |
| Super Screed/Accessories | 30' Morrison | $1,438.00 |
| Ventilator blower/duct | | $800.00 |
| Dehumidifiers 1 | LGR2000 | $2,378.00 |
| Plate Compactor | MBW | $1,997.00 |
| Plate Compactor | MBW | $1,728.00 |
| Husqvarna Ring Saw | Husqvarna | $2,562.00 |
| Makisa Walk-behind Disposed 2023 | Makisa | $7,865.00 |
| 3/4" Hydralic rebar cutter | | $996.00 |
| 3/4" Hydralic rebar cutter | | $996.00 |
| 3/4" Hydralic rebar cutter | | $996.00 |
| Line Tracer | Metrotech | $3,702.00 |
| Pipe Laser | Leica | $4,167.00 |
| curb & gutter forms | 12"&8"&stakes | $6,983.00 |
| 30 ton machine skate | united rental | $1,364.00 |
| Rugby 100 Laser 91803 | | $1,311.00 |
| Rugby 100 Laser91648 | | $1,311.00 |

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|---|---|---|
| Rugby 100 Laser 91745 | | $1,311.00 |
| Rugby 100 Laser 91578 | | $1,311.00 |
| Vented 400 MBH Horizontal | Modine | $1,674.00 |
| Dewalt 12" Mitre saw | S&R | $655.00 |
| Paint sprayer | Sherwin Williams | $1,418.00 |
| Modine Unit Heater | | $1,675.00 |
| Pro Press (copp. Tubing press) | | $2,675.00 |
| Husqvarna 14" saw (2) Disposed 2023 | Husqvarna | $2,850.00 |
| 2009 Log Splitter | Speeco 28Ton | $1,391.00 |
| Miller Mig Welder | Miller | $2,193.00 |
| Robotic Total Station | Trimble | $33,432.00 |
| Texture Sprayer | | $2,346.00 |
| Generators (3) | Honda | $7,088.00 |
| Core Drill | Hilte | $3,102.00 |
| Power Washer | | $4,300.00 |
| JD50 Compactor | NPK | $4,708.00 |
| Curb Forms 8x10 | Metal Forms | $3,903.00 |
| Pipe Grover | Rigid | $3,173.00 |
| 20' Sea-container Storage Pod | | $2,000.00 |
| Miller Maxstar Welder | Miller Maxstar | $2,056.00 |
| corner beader | | $2,000.00 |
| Rebar Tier | | $2,514.00 |
| Prowler Soft Cut | Soft Cut | $2,017.00 |
| Sidewalk Screed | Honda | $1,839.00 |
| FRX Reporting sofware | | $1,605.00 |
| HP proliant server | | $7,669.00 |
| HP pro desktop/display Disposed | | $1,698.00 |
| HP pro desktop/display Disposed | | $1,698.00 |
| HP pro desktop/display Disposed | | $1,698.00 |
| HP pro desktop/display Disposed | | $1,698.00 |
| HP pro desktop/display Disposed | | $1,698.00 |
| HP pro desktop Disposed | | $1,499.00 |
| HP pro desktop Disposed | | $1,499.00 |
| Enternal hard drive Disposed | | $1,548.00 |
| Generators | Honda | $1,712.00 |
| Generators | | $1,712.00 |
| Generator Disposed 12/2023 | | $1,712.00 |
| Core Drill | Hilte | $4,110.00 |
| Wire Stripper | Steel Dragon | $1,599.00 |
| Rebar Tier | | $2,595.00 |
| Ice Maker (Shop) | Manitowoc | $3,183.00 |
| Siding Brake | Trimmaster | $3,160.00 |
| Rebar Tier | | $2,670.00 |
| MAS90 upgrade | | $5,175.00 |
| HP computer/security upgrade | | $3,135.00 |
| additional server installation | | $2,224.00 |
| Kycocdera copier | | $1,493.00 |
| HP 6300 desktop Disposed | | $907.00 |
| HP 6300 desktop Disposed | | $907.00 |
| HP 6300 desktop Disposed | | $907.00 |
| Rigid Pipe Cutter/Cart 2013 | Rigid | $3,050.00 |
| Hilte Elect Jack Hammer 2013 | Hilte | $2,586.00 |
| Makisa Jumpin Jack 2013 | Makisa | $2,995.00 |
| Makisa Jumpin Jack 2013 | Makisa | $2,370.00 |
| Makisa Jumpin Jack 2013 | Makisa | $2,370.00 |
| Sharp Color Copier | | $7,115.00 |
| HD Prodesk 600 Computer & Display | | $1,367.00 |

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|---|---|---|
| HD Prodesk 600 Computer & Display | | $1,367.00 |
| HD Prodesk 600 Computer & Display | | $1,367.00 |
| HD Prodesk 600 Computer & Display | | $1,188.00 |
| HD Prodesk 600 Computer & Display | | $1,188.00 |
| FLAGRO 400,000 Space Heater | 400,00 BTU | $1,859.00 |
| Hilte Hand Held Core Drill | Hilte | $3,535.00 |
| Hilte Electric Jack Hammer | | $2,650.00 |
| Makasha Rammer | | $2,338.00 |
| Makasha Rammer | | $2,338.00 |
| Makasha Walk-Behind Plate Comp | | $7,697.00 |
| Cordless Rebar Tier | Max | $1,815.00 |
| Cordless Rebar Tier | Max | $1,815.00 |
| Cordless Rebar Tier | Max | $1,815.00 |
| Cordless Rebar Tier | Max | $1,815.00 |
| Sewer Camera | | $10,993.00 |
| Makasha Walk-Behind Plate Comp | | $7,715.00 |
| Ring Saw | Husquavarna | $3,149.00 |
| Robotic Total Station | Trimble | $39,411.00 |
| Cordless Rebar Tier | Max | $1,445.00 |
| Cordless Rebar Tier | Max | $1,445.00 |
| Cordless Rebar Tier | Max | $1,445.00 |
| Cordless Rebar Tier | Max | $1,445.00 |
| 50 Ton Press | VSE | $2,969.00 |
| Sewer Laser | Trimble | $2,638.00 |
| Sewer Laser | Trimble | $2,638.00 |
| Line Tracer | Schonstedt | $3,210.00 |
| Soft Cut Saw | Husqvarna | $2,215.00 |
| Plate Compactor | MBW PLATE COMPACTOR | $2,000.00 |
| Plate Compactor | MBW PLATE COMPACTOR | $2,000.00 |
| Plate Compactor | MBW PLATE COMPACTOR | $2,717.00 |
| Plate Compactor | MBW PLATE COMPACTOR | $2,717.00 |
| Roller Screed VS15-401 | Vibra Screed | $3,340.00 |
| Dehumidifiers | Wacker | $2,393.00 |
| Dehumidifiers | Wacker | $2,393.00 |
| Dehumidifiers | Wacker | $2,393.00 |
| Hilte Core Drill | Hilte | $1,504.00 |
| Trimble Autobid Mechanical Software | | $8,915.00 |
| Security System Updates | | $4,665.00 |
| tire Machine | | $2,140.00 |
| MAS90 upgrade to v 5.20 | | $3,850.00 |
| HP Elite Book w/Dock stationk Display, office | | $1,682.00 |
| HP Elite Book w/Dock stationk Display, office | | $1,682.00 |
| HP Prodesk W/Display, office | | $1,107.00 |
| HP Prodesk W/Display, office | | $1,107.00 |
| HP Prodesk W/Display | | $838.00 |
| HP Desktop 400 G3 w/ Monitor | | $903.00 |
| KIP 860 Wide Format Plotter- Color | | $35,675.00 |
| HP Elite Book Laptop w/Dock Station (LKE) | | $1,322.95 |
| Makisa Jumpin Jack 2016 | Makisa | $2,247.00 |
| Makisa Jumpin Jack 2016 | Makisa | $2,247.00 |
| Makasha Walk-Behind Plate Comp | Makisa | $7,062.00 |
| Makasha Walk-Behind Plate Comp | Makisa | $7,062.00 |
| Safety Roofing Cart | AES TriRex | $4,235.00 |
| Pex Plumbing Expander | Milwaukee | $2,622.00 |
| HP Desktop 400 G3 w/ Monitor | | $903.00 |

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|---|---|---|
| HP Desktop 400 G3 w/ Monitor | | $903.00 |
| HP Elite Book w/Dock Station & Monitor | | $1,606.00 |
| HP Elite Book W/ Dock Station | | $1,447.00 |
| Office Entry way Furniture(couch,chairs, tables | | $8,874.00 |
| Tablet for Total Station | Trimble | **$5,564.00** |
| 1/2yrd Concrete Bucket | | **$3,320.00** |
| Dust Collectiong for A1 Drill Rig | | **$6,200.00** |
| Reversible plate compactor | Mikasa | **$8,078.00** |
| Ring Saw | Husquivarna | **$3,531.00** |
| Rigid 300 Power Drive | Rigid | **$3,914.00** |
| Rigid Groover for 300 | Figid | $3,748.00 |
| 18"-36" Manhole Tester | | $3,745.00 |
| AI-48 Dowel Drill Disposed of November 2022 | Mimich | $8,366.00 |
| HP Laptop/ Monitor and Dock (Dylan) | | $1,495.71 |
| HP Laptop/ Monitor and Dock (Cooper) | | $1,485.02 |
| HP Laptop/ Monitor and Dock (B Miles) | | $1,141.64 |
| HP Laptop/ Monitor and Dock (Lee) | | $1,138.45 |
| HP Laptop/ Monitor and Dock (Brenton) | | $808.87 |
| HP Laptop/ Monitor and Dock (Kelly) | | $813.15 |
| Sharp MX4071 Color Printer/Copier | | $6,300.00 |
| Reversible plate compactor | Mikasa | $8,560.00 |
| Pro Press Kit | | $5,572.55 |
| Core Drill | Hilte | $4,187.00 |
| Sage 100 Upgrade-2017 | | $3,850 |
| Trimble Autobid Mechanical Software | | $14,965 |
| A-3 Drill & Tap Machine | Rigid | $6,625.00 |
| HP Laptop w/Dock(Jayme) | | $899.86 |
| HP Laptop w/Monitor and Dock(Adam) | | $1,012.20 |
| HP Laptop w/Monitor and Dock(Herman) | | $1,012.20 |
| HP Laptop w/Monitor(Luke) | | $1,396.29 |
| HP Laptop w/Monitor(Monica) | | $654.80 |
| Rebar Tying Gun | Max | $2,653.60 |
| Rebar Tying Gun | Max | $2,653.60 |
| Roller Screed | Honda | $3,443.26 |
| Concrete Ring Saw | Husquvarna | $3,745.00 |
| Salt/Lime Spreader attach. For bobcat | Bobcat | $4,119.50 |
| Office Cubical Furniture Plumbers office | | $5,413.06 |
| Elite Book w/Dock (Ben Mumm) | | $1,571.57 |
| Elite Book w/Dock (Travis Kraus) | | $1,574.78 |
| Elite Book w/Dock (Brandon I) | | $1,574.78 |
| Elite Book w/Dock (Andrew) | | $1,574.78 |
| HP Pro Desk 400 (Abbey) | | $776.69 |
| Miller TIG Welder | Miller | $9,098.88 |
| Miller Welder | Miller | $5,037.14 |
| Mobile Roof Cart Fall Protection | | $2,823.72 |
| Mikasa Walk-Behind-Compactor | Mikasa | $8,078.50 |
| Mikasa Walk-Behind-Compactor | Mikasa | $8,078.50 |
| Gantry Crane with(hoist, motor, and trolley) | Minifor | $12,127.72 |
| Miller Maxistar Welder | Miller | $4,000.56 |
| Hilte Core Drill/water/vac/auto feed | Hilte | $7,479.38 |
| Trimble Autobid Mechanical Software | | $6,975.00 |
| Hp Server 2022 | | $7,183.89 |
| Hp Elite Book 850 (Brittany) | | $1,738.88 |
| Hp Elite Book 850 (Noah) | | $1,557.41 |

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|---|---|---|
| HP Elite Book 850 (Junior) | | $1,429.02 |
| Rigid Power Drive Comp 300 | Rigid | $ 4,615.04 |
| M-18 Force Logic Press tool Kit | Milwaukee | $ 3,497.83 |
| Rigid Compact 300 w/stand | Rigid | $ 6,276.66 |
| Honda 5000 Watt Generator | Honda | $ 2,513.43 |
| Honda 5000 Watt Generator | Honda | $ 2,513.43 |
| Honda 5000 Watt Generator | Honda | $ 2,513.43 |
| 4"Trash Pump | Multi-Equip. | $ 2,971.58 |
| 4"Trash Pump | Multi-Equip. | $ 3,070.88 |
| Minnick A1 -48 Dowel Drill | Minnich | $ 11,112.81 |
| 6" Soft Cut Prowler | Husquavarna | $ 2,669.00 |
| HP Elitebook (BJ) | | $ 1,246.79 |
| HP Elitebook w/monitor (RYAN) | | $ 1,507.99 |
| HP Elitebook (JOE) | | $ 1,512.20 |
| HP Victus w/monitor (NOAH) | | $ 1,889.19 |
| HP Envy Touchscreen Laptop (ALEX) | | $ 1,767.68 |
| Self Rugged Laptop | | $ 5,801.36 |
| Concrete Sealer Cart (2) | HEM | $ 9,156.53 |
| Pro Press Tool | Milwaukee | $ 2,996.00 |
| Pro Press Jaw Kit Accessory | Milwaukee | $ 2,996.00 |
| Prowler Concrete Saw | Husquavarna | $ 3,116.91 |
| Concrete Breaker (Jack Hammer) | Hilte | $ 3,612.88 |
| Electric Dewatering pump 3" | Flyght | $ 6,164.55 |
| Sharp BP-70C36 Color Printer/Copier | | $ 8,502.22 |
| HP Elitebook 860 G11 W/Dock-Joey Recker | | $ 1,800.09 |
| HP Elitebook 860 G11 W/Dock-James Hermsen | | $ 1,800.09 |
| HP Elitebook 860 G11 W/Dock-Judy Zweibohmer | | $ 1,800.09 |
| HP Elitebook 860 G11 W/Dock-Dylan Ambrosy | | $ 1,800.09 |
| HP Elitebook 860 G11 W/Dock-Jenny Bockenstead | | $ 1,786.22 |
| Max Rebar Twintier 24-201 | Max | $ 2,439.60 |
| Max Rebar Twintier 24-203 | Max | $ 2,439.60 |
| Max Rebar Twintier 24-202 | Max | $ 2,439.60 |
| Max Rebar Twintier 24-204 | Max | $ 2,439.60 |
| Welding Positioner/Chuck and Foot Switch | Profax | $ 13,052.58 |
| Honda 6500W Generator | Honda | $ 3,081.60 |
| Honda 6500W Generator | Honda | $ 3,081.60 |
| 5/8" Chain for Crane | | $ 3,187.93 |
| Total Station Screen & Stand (Replacement) | | $ 7,672.10 |
| Hilte TE 2000-AVR Breaker | Hilte | $ 2,704.93 |
| Air Compressor(Shop) | Gardner/Denver | $ 3,370.50 |
| Walk-Behind Reversable Plate Compactor | Bomag | $ 9,095.00 |
| 3" Electric Flyght Pump | Flyght | $ 6,450.86 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Dehumidifier | Drieaz | $1,498 |
| Tri Star Tool (Phasing Machine) | Tri Star | $14,872.55 |
| Telescopic Pivoting Fork Boom | Caldwell | $ 2,034.07 |
| Flush Cart/1.5HP | | $ 3,385.16 |
| **Confined Space Safety System(Tripod Setup)** | Frontline | $ 3,587.48 |
| **Cylinder Gage** | | $ 3,427.64 |

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|---|---|---|
| Floor Scraper | | $ 8,185.20 |
| Pipe Laser | Leica | $ 5,737.00 |
| Pipe Laser | Leica | $ 5,737.00 |
| Hilte Core Drill/Stand | Hilte | $ 5,092.13 |
| Locator | General | $ 3,975.05 |
| Locator | General | $ 3,975.05 |
| Landscape Tiller | | $ 4,740.00 |
| Gentry Retrival System(/Accessoriies) | Gentry | $ 12,115.44 |
| HP OMEN LAPTOP W/Dock (BEN C.) | | $ 1,544.00 |
| HP ELITEBOOK 860 G11 w/dock (Jayme K) | | $ 1,771.87 |
| HP ELITEBOOK 860 G11 w/dock (Herman) | | $ 1,771.87 |
| HP ELITEBOOK 860 G11 w/dock (Lee M) | | $ 1,771.87 |
| HP ELITEBOOK 860 G11 w/dock (Chris R) | | $ 1,771.87 |
| HP ELITEBOOK 860 G11 w/dock (Kelly M) | | $ 881.62 |
| HP ELITEBOOK 860 G11 w/dock (Monica) | | $ 881.62 |
| Husqvarna Ring Saw | Husqvarna | $ 4,611.75 |
| Miller Maxistar 210 Welder | Miller Mazistar | $ 6,322.80 |
| | | |
| Sheeps Foot | American | $5,287.00 |
| 310SE/Compactor | | $5,225.00 |
| 310SE/Hammer | | $12,350.00 |
| Riding Power Trowel | Allen | $8,500.00 |
| Bridge | Gomaco | $3,607.00 |
| Bobcat/Breaker | Melroe | $7,500.00 |
| Bobcat/Pulverizer | Melroe | $2,120.00 |
| Casappa Knife Pump | 3637059 | $5,000.00 |
| 1997 HMD (1TON) (FORM)(BC-06) | | |
| | | |

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September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 20.**

| | |
|---|---|
| **ITEM TITLE:** | Areas of Persistent Poverty RFP Jarrett Walker and Associates |
| **SUMMARY:** | City Manager recommending City Council approval to enter 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 and approval for the City Manager to sign the contract with Jarrett Walker and Associates. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Areas of Persistent Poverty RFP Jarrett Walker and Associates
2. Staff Memo AoPP Consultant Contract Final 8-31
3. Dubuque JWA Contract_FINAL (002)

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Areas of Persistent Poverty RFP Jarrett Walker and Associates

**DATE:** September 2, 2026

Director of Transportation Services Ryan Knuckey and the Areas of Persistent Poverty (AoPP) Steering and Selection Committee are recommending City Council approval to enter a contract with Jarrett Walker and Associates for services related to managing the AoPP Study, Master Plan Development, and Implementation Project and approval for the City Manager to sign the contract with Jarrett Walker and Associates.

Jarrett Walker and Associates submitted an initial project budget of $249,842. City Staff on the project team have negotiated final contract details with Jarrett Walker and Associates.

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.

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
Laura Bendorf, Budget Manager
Joe Pregler, Chief Information Officer
Jodi Johnson, Operation Supervisor—Transit Division

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:** Ryan Knuckey—Director of Transportation Services

**SUBJECT:** Areas of Persistent Poverty RFP Jarrett Walker and Associates

**DATE:** August 31, 2026

## INTRODUCTION

To review and enter a contract with Jarrett Walker and Associates 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 enter 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. City Staff on the project team have negotiated final contract details with Jarrett Walker and Associates.

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 Manager sign the contract with Jarrett Walker and Associates.

cc: Jenny Larson, Director of Finance & Budget
Laura Bendorf, Budget Manager
Joe Pregler, Information Services Manager
Jodi Johnson, Operation Supervisor—Transit Division

**JWA**

# Professional Services Agreement & Statement of Work

General Terms and Project Details
Effective [9-1-2026]

**JWA Professional Services Agreement**

This Professional Services Agreement is between Jarrett Walker & Associates, LLC ("*JWA*", "*we*", "*our*") and the City of Dubuque ("*Client*", "*you*"). The details for any project we undertake (a "*Project*") will be described in a Statement of Work (each, an "*SOW*") that we each sign. Capitalized terms not defined in context have the meanings given in Section 10.

1. *Fees; Expenses; Invoicing*. We will provide the Deliverables to you, and you will pay the fees and costs as described in the SOW. Except as provided in the SOW, we will not incur costs to be reimbursed by you without your written approval. We will invoice on the schedule described in the SOW. Invoices are due as provided in the SOW. Unpaid invoices accrue interest at 1.5% per month or the highest rate permitted by applicable law, if lower.

2. *Obligations*.

(a) *JWA Obligations*. In providing the Deliverables, we will: (i) perform our work in a professional manner, in accordance with industry standards, and in compliance with applicable law; (ii) assign staff who are qualified to perform the services; (iii) not knowingly copy any third-party intellectual property in producing the Deliverables; and (iv) produce Deliverables that substantially conform to the Specifications in the SOW.

(b) *Client Obligations*. Our ability to complete any Project on budget and in a timely manner depends on your cooperation. In addition to any obligations outlined in an SOW, you agree to in a timely manner (each, a "*Client Obligation*"): (i) provide any requested Client Materials; (ii) ensure that your stakeholders are available, responsive, and professional; (iii) provide feedback and approvals through a single point of contact; and (iv) provide access to any services or locations needed for JWA to perform our services.

3. *Intellectual Property*.

(a) *Deliverables*. All documents, data, studies and reports we prepare in conjunction with the performance of the Services hereunder are your property, with the exception of any JWA Tools.

(b) *Licensed Materials*. You acknowledge that (i) the Deliverables may include Licensed Materials, and (ii) those materials are subject to license terms or other restrictions. We will advise you of any terms governing Licensed Materials and you agree to comply with those terms.

(c) *Client Materials*. You hereby grant JWA a license to use the Client Materials solely for the purposes of completing the Project. You represent that our use of the Client Materials as contemplated by the Project will not infringe any third-party intellectual property rights.

4. *Termination*.

(a) *Termination by You*. You may terminate an SOW: (i) if we materially breach this agreement and do not cure the breach within 30 days of you sending JWA written notice of the breach; or (ii) for any other reason on 90 days advance written notice to JWA.

(b) *Termination by JWA*. We may terminate an SOW if you materially breach this agreement and you do not cure the breach within 30 days of receiving written notice of the breach from JWA. It is a material breach if you do not pay any amount when due or if you repeatedly or materially fail to perform one or more Client Obligations.

(c) *Effect of Termination*. If an SOW is terminated, you agree to pay fees for all services performed, and costs approved, through the termination date. Following payment, we will provide you with all completed Deliverables and return or destroy all of your information and property in our possession (other than archival backups).

(d) *Stopping Work*. If we have the right to give notice of a material breach or if you otherwise fail to respond to a request for information, feedback, or approvals within 15 days of any request, we may stop work until you correct the problem. Stopping work does not limit our right to terminate. You acknowledge that stopping work will cause the Project to be delayed. Restarting work is subject to mutual agreement of an amended SOW adjusting schedule and fees because of the work stoppage plus payment of a restart fee of 5% of the total fee under the applicable SOW (plus any amounts outstanding at the time work is stopped).

5. *Confidential Information*. When a party provides Confidential Information (the "*Discloser*") to the other party (the "*Recipient*"), the Recipient agrees to: (a) not disclose the Confidential Information except as necessary to perform under this agreement; (b) use commercially reasonable efforts to maintain the confidentiality of the Confidential Information; and (c) not use the Confidential Information except in connection with this agreement.

6. *Portfolio Rights*. After you release Deliverables to the public, we may use your name, logo, images of our work, and a description of the Project in our portfolio, social channels, website, and in submissions to publications for awards and recognition.

7. *Remedies; Indemnification*.

(a) *We Will Reimburse You for Certain Damage*. If you incur damages or expenses (including reasonable legal fees) ("*Damages*") in any Claim, then we will reimburse you (and any of your affected employees, officers, directors, shareholders, members, and managers) for those Damages. Claim means any third-party claim against you that is the result of: (i) any uncured material breach of this agreement by JWA or (ii) our negligence or intentional wrongdoing.

(b) *We Will Defend You Against Certain Claims*. We will also defend you against any Claim at our expense. Our obligations under this section are conditioned on you giving JWA prompt written notice of any Claim or potential Claim. If we take responsibility for defending a

Claim, we have the sole right to defend and settle the Claim using counsel of our choosing. You agree to reasonably cooperate in the defense and settlement of the Claim.

(c) *Some Claims We Will Not Reimburse For*. We are not responsible for reimbursing you for Claims that result from: (i) your negligent or willful acts; (ii) our compliance with your instructions; (iii) a Claim that a Deliverable is infringing where the alleged infringement is due to modifications made by you or the inclusion of Client Materials in the Deliverables, (iv) Claims that arise more than 12 months after the Deliverables have been provided to you; or (v) Claims in excess of the limitations in Section 8(a).

8. *Limitations and Disclaimers*.

(a) ***Limit on Liability*. Subject to applicable law, JWA's maximum liability in any action for breach of this agreement is limited to the total fee paid under the SOW that is the subject of the dispute (plus legal fees under Section 11(d)).**

(b) ***Disclaimer*. Except as provided in this agreement, our Deliverables are provided "AS IS" and without other warranty. we do not warrant the quality or performance of Licensed Materials.**

9. *Governing Law; Jurisdiction*. Iowa law governs this agreement. The Iowa District Court for Dubuque County is the exclusive venues for resolving any disputes under this agreement.

10. *Definitions*. The following terms have the meanings given:

"*JWA Tools*" means JWA's intellectual property (including its designs, methods, software, and trade secrets) that preexists this agreement, was developed by JWA other than in providing services to you, or that is not uniquely applicable to the Deliverables.

"*Client Materials*" means all information, designs, data, specifications, graphics, logos, written content, and other materials provided by Client for use by JWA in the Project.

"*Confidential Information*" means information that is either identified as confidential upon disclosure or that the Recipient should understand to be confidential under the circumstances. Confidential Information does not include information that is: (a) available to the general public not by breach of this agreement; (b) known to Recipient at time of disclosure; (c) obtained by Receiver from a third-party other than through a breach of confidence; or (d) independently developed by Receiver.

"*Deliverables*" means the services to be provided and the final versions of the materials produced by JWA pursuant to an SOW.

"*Licensed Materials*" means materials or services incorporated into the Deliverables that are subject to license terms or restrictions.

"*Specifications*" are functional or technical specifications for work described in an SOW or that have been otherwise agreed to in writing by Client and JWA.

11. *Miscellaneous*.

(a) *Taxes*. The fees and costs in any SOW do not include any sales, use, and value added taxes. If assessed, you agree to pay those amounts in addition to applicable fees and costs (even if assessed after work is completed). We are responsible for all taxes on our income and employment taxes for our staff.

(b) *Insurance*. While providing services, we will maintain insurance as described in the attached Insurance Schedule.

(c) *Our Relationship*. We are an independent contractor to you. We are solely responsible for the means and manner of performing our services.

(d) *Legal Fees*. In any dispute regarding the subject of this agreement, the prevailing party is entitled to recover its reasonable legal fees and expenses from the non-prevailing party.

(e) *This Agreement*. If an SOW conflicts with this agreement, then the terms of the SOW control as to the work described in that SOW. This "agreement" with respect to a Project includes these terms and the SOW for that Project. This agreement is the entire agreement of the parties with respect to a Project. This agreement may only be amended by a writing signed by both parties. Changes to an SOW may be made by agreement of both parties via email or agreement in project management software. If any term of this agreement is determined to be unenforceable, the remainder of this agreement will not be affected. This agreement was negotiated by sophisticated parties and will not be construed in favor of or against either party.

[*signature page follows*]

Agreed as of the date listed on the cover page to this agreement.

| JWA | CLIENT |
| --- | --- |
| Jarrett Walker & Associates, LLC | City of Dubuque |
| By: _____<br>Scudder Wagg, President | By: _____<br>[Signer], [Title] |

**Statement of Work**

This Statement of Work ("*SOW*") is effective as of [9-1-2026] and is between Jarrett Walker & Associates, LLC ("*JWA*") and the City of Dubuque ("*Client*"). This SOW is subject to the Professional Services Agreement between Client and JWA effective as of [9-1-2026] (the "*PSA*"). Capitalized terms not defined in this SOW have the meanings given in the PSA.

**Project Description**

This Transit Plan is a review of current citywide goals to guide the development potential changes to improve service, with a key focus on Areas of Persistent Poverty and Dubuque's historically disadvantaged tracts.

## Task A. Kickoff & Project Management

**Kickoff Meeting**
Our first step in this project would be to hold a virtual kickoff meeting to review the scope, identify needed data, and plan a kickoff trip. We would plan to hold a virtual kickoff meeting within the first few weeks after Notice to Proceed and follow up with an onsite visit to Dubuque occurring within the first two months.

**Kickoff Trip**
The kickoff trip will give our team a chance to meet with staff from The Jule and other partners at the City. With staff's help, we would schedule a day of meetings to refine the work plan, affirm dates and deliverables, and brainstorm important stakeholders and community contacts. The kickoff trip will be attended by Manuel Soto, the project manager, and Candace Eudaley-Loebach, the public engagement lead.

**Presentation to City Council #1**
We propose coordinating the kickoff trip to start with an in-person presentation to City Council where we can explain our study approach, including a discussion about ridership and coverage trade-offs, project schedule and milestones, and community engagement plan.

**Bi-Weekly Coordination Meetings**
As part of the project process, we propose bi-weekly coordination calls with consultant team leaders and key staff from The Jule or Project Steering Committee. Manuel will organize and lead all bi-weekly calls, and Ricky Angueira, the Principal-in-Charge, will participate as needed. Candace would participate in most as we implement engagement throughout the planning process.

We can also coordinate key sessions to involve a larger Steering Committee as needed. These coordination sessions would be at key review milestones, such as review of the Choices Report at the end of Task B and/or review of Concept Networks at the end of Task D. These special meetings will be organized and led by JWA's project manager, Manuel Soto, with support and participation from Ricky Angueira and Candace Eudaley-Loebach.

## Task B: Existing Conditions Assessment

**Data Collection & Review**
As soon as possible after the Notice to Proceed, we would start gathering data and reviewing data. We will coordinate with the City to gather the necessary data from agency staff and from vendors including, but not limited to

- Previous planning efforts, including but not limited to the seven studies laid out in the RFP
- Service operations and scheduling data
- Ridership, stop-level boardings and alightings, as available
- Paratransit ridership, origins and destinations
- On-time performance
- Land-use data
- Population and employment data from TAZs or LEHD
- Demographic data, from the American Community Survey including income, poverty and minority data, and established Areas of Persistent Poverty.
- Pedestrian and bike infrastructure
- Bus stop inventory (shelters, ADA pads, etc)
- Financial data, capital and operating expenses and revenues
- Equipment and planning technology
- Staffing

**Existing Transit Service Analysis**
Building on the data provided, we will begin mapping and evaluating the existing system, including service and infrastructure. This assessment will include individual route analysis of route productivity, on-time performance, frequency, span, and other characteristics. After reviewing the existing transit network, we will provide a detailed assessment of the operational aspects of the system. Where are the system's operational resources invested most heavily? What possible sources of inefficiency exist in the network? This analysis will also look at the system-wide performance level on ridership and productivity, cost, and other factors, working from APC, revenue hour, and other provided data.

One product of this analysis will be an assessment of proximity to service —at the bus stop level, of disadvantaged groups such as low-income and minority individuals, using the parameters established by the Areas of Persistent Poverty methodology.

**Paratransit**
The design of a fixed-route network affects the federal requirements for paratransit service. If a completely new corridor gets transit service, or if hours of service are expanded, the new area will also be required to have paratransit service. Alternatively, if a route segment is removed, the city would no longer be required to run paratransit service. This raises options for what service the Jule provides, so it is important to be transparent about the impacts to paratransit. We will review paratransit data early in the project to keep these potential impacts in mind.

**Finances and Fares**
To get a clear understanding of the current financial structure, we will evaluate The Jule's current financial expenses and revenues. This includes existing operating funding sources that include fares. Thinking about free fares presents a unique values choice. Service isn't free, so free fares require an additional investment in transit. With new investment, there is a tradeoff to consider—should the City use new money to (1) make fares free or (2) provide additional service. We can help the City think about this tradeoff.

We will work with the Jule's finance staff to compile capital and operational expenses, fare and funding revenue sources, and develop a projection for a 5-year horizon. This will be a simple spreadsheet model that includes assumptions for growth in costs of operations, capital needs such as vehicle replacements, and potential increase or decrease in funding. The 5-year projection will provide a budget goal that will inform the development of network alternatives and the final service plan. The goal is to develop a service network that will be both effective and financially sustainable in the short-term.

**Markets and Needs Analysis**
We propose a robust market analysis to assess the existing transit market and its potential future. The goal of this analysis is to inform how the Transit Plan can grow transit's competitive position, allowing service to adapt to changes in land use, demographics, and travel behavior across the region. The analysis will look into:

- Residential density
- Employment density
- Low-income density, based on the parameters of Areas of Persistent Poverty
- Zero-vehicle households
- Senior density
- Youth density
- Transit-oriented developments (TODs) or opportunity sites, as identified by the city
- Complete streets, as identified in the city's plans
- Pedestrian infrastructure, as identified in the city's plans
- Street connectivity
- Bicycle infrastructure, as identified in the city's plans

- Review the city's unified development code (UDC)

We will inventory and map traditional data sources, including transit surveys from other plans and projects, demographic and behavioral data from the American Community Survey. These data sources are cost-effective, well-understood, and easily available, providing a good overview of demographics and travel behavior. We will map and analyze transit markets and needs by looking at population density, job density, demographics like low-income or other need factors, and develop a summary of existing and potential future demand and need for transit. If needed, we can also map specific facilities—employment, social, and educational destinations.

**Areas of Persistent Poverty (AoPP)**
This study aims to specifically think about AoPP and look for ways to make transit better in those places. To provide a thorough evaluation, we will map the census tracts listed in the RFP as being Areas of Persistent Poverty (20% or more of its population living in poverty), and also map the corresponding population density to understand their size and potential demand relative to the rest of the city. This will give us a clear understanding of how the transit network helps or misses these communities. At the outset of the study, we will map poverty as well as low-income residential density, whether 150% or 200% above the poverty line to assess market for transit service. Although AoPP are essential to evaluate, every city has low-income residents everywhere, so it's important to have a holistic view of the market.

In all cases, we will quantify in our proximity and access analyses the number or proportion of residents that are under the poverty line or can be defined as low-income (150 or 200% above the poverty line) to understand the effectiveness of concept network alternatives in providing service and access to these groups. This will be a key measure to evaluate network alternatives and decide on a final plan.

**Data Viewer**
The spatial elements of this analysis will be displayed in a web map that our team and City staff can use as a reference throughout the project. For example, the web map makes it easy to look up the number of daily boardings at a particular stop, or the density of low-income residents in a particular neighborhood.

**Choices Report**
At the end of the Task B, we will synthesize the resulting material into the Draft Choices Report. This report is an image-rich document inviting the reader to explore how transit works—both in Dubuque and in general—and the choices that transit planning requires us to think about. Most importantly, the report sets the stage for collaborative thinking with staff as we develop alternatives for public discussion and eventually the Final Master Plan.

This report will include a summary of findings of the Jule's service performance review, and of the market analysis, and the key issues/choices that the system needs to resolve to redesign and

improve service. These will be presented to staff, stakeholders, and city council for information and validation, before moving to the next task —development of alternatives.

## Task C: Initial Stakeholder Engagement

We suggest forming a Stakeholder Committee that consists of recognized leaders in existing organizations or communities, representing a wide diversity of positions and interests, including area businesses, non-profit organizations, neighborhood association groups, transit action groups, and/or school representatives.

We propose to engage this group in an initial half-day workshop. We would ask for this commitment in time and attention to allow for an interactive process of learning and listening, rather than simply taking a survey or dropping into an event.

We typically begin this stakeholder workshop with a simple "planning game" in which participants can play with the basic building blocks of transit. We use pieces of colored waxed string to represent lines and frequencies. Each group is given a finite quantity of string, representing a limited budget, so they discover for themselves how far this resource will go. This forces them to make choices that reveal their priorities. They discover some basic facts and trade-offs, so that when they assess real-world transit, they can grasp why certain choices had to be made.

JWA and Lovely City will organize the Stakeholder Committee workshop with support from The Jule. JWA and Lovely City will lead the meeting and develop all workshop materials.

**City Council Presentation #2**
During the same trip as the Stakeholder Workshop, our team could lead a presentation to City Council. This presentation would include a discussion about the key findings in the Choices Report and how we will approach discussion of the ridership versus coverage trade-off with the community, stakeholders and the council. While many planning conversations dive straight into recommendations and get lost in the details. With this presentation, we will discuss what transit can do for the community and set expectations for the rest of the project.

## Task D: Alternatives

**Alternatives to Frame a Conversation**
Building off the Choices Report, we proposed to move toward developing options for review through an alternatives process that helps frame key choices clearly for stakeholders and the community. For that reason, we have proposed more detailed alternatives than you may have envisioned in the RFP. We use alternatives in most network planning processes, to illustrate difficult trade-offs.

The trade-offs may be difficult because they require balancing important goals that cannot be pursued with the same dollar. For example, many agencies are asked to achieve high ridership by focusing more of their service into better frequencies in busy places. Meanwhile, they are also asked to spread service out to cover more streets and more areas, which means it can't be concentrated into more frequent routes. These two actions can't both be taken within a limited budget—it's mathematically impossible.

When we lead an alternatives process, we make the alternatives realistic—but they are not imminent proposals. Instead, they help people understand conflicting transit goals, and imagine how different their transit system could be. This ensures that we are asking the public for actionable input on the real choices agencies need to make.

For this process, we propose to develop two contrasting alternatives to help frame a conversation with the public throughout the engagement process.

**Collaborative Design Workshop**
Whenever possible, JWA develops new networks in collaboration with local staff. We call this a Design Retreat. This is an intensive workshop, where consultants and staff develop new ideas and test them out in new networks. We call this a "retreat" because it should feel like an event: calendars cleared, phones off, no interruptions.

Collaborative planning in a Network Design Retreat:

- Ensures we have the benefit of local staff experience and knowledge, not just data. If a street is too steep or two narrow, our collaborative approach will make sure that we design operationally possible alternatives.
- Gives Dubuque staff ownership of the ideas in the plan, so it is not the consultant's plan.
- Produces better network designs than any consultant could create on their own.
- We propose to use one in-person Network Design Retreat to develop the alternatives and a virtual retreat to develop the Draft Plan.

This workshop will be organized by The Jule. JWA will lead the workshop and develop all materials and documentation.

**Alternatives Analysis & Mapping**
In the weeks following the Network Design Retreat, we will refine the alternatives as necessary, iteratively through virtual meetings with staff. The analysis of the alternatives will include:

- Detailed maps and charts of each element of the plan like routes, frequencies, and spans.
- Route-level cost estimation.
- Analysis of coverage of population and jobs by each tier of service.

- Access and isochrone analyses exploring the change in access to jobs and population provided by each scenario with an emphasis on Areas of Persistent Poverty and low-income residents in general.

**Access & Freedom Analysis**
In the weeks following the Network Design Retreat, we will refine the alternatives as necessary, iteratively through virtual meetings with staff. The analysis of the alternatives will include:

- Detailed maps and charts of each element of the plan like routes, frequencies, and spans.
- Route-level cost estimation.
- Analysis of coverage of population and jobs by each tier of service.
- Access and isochrone analyses exploring the change in access to jobs and population provided by each scenario with an emphasis on low-income residents, senior citizens, and other demographic groups, as needed.

When we run the access analysis, we can calculate the impacts for subgroups of residents as needed. This can include AoPP, all low-income residents, people of color, households without cars, and potentially other communities of concern.

**Alternatives Chapter**
The access and freedom analysis, proximity analysis, maps of the alternatives and other materials will be compiled into an additional chapter to be added to the Choices Report. The full and final Choices Report and related materials will then form the basis of a public and stakeholder conversation in Phase 1 of engagement. The goal of this round will be to build understanding and support for any changes by having a clear conversation around trade-offs. JWA will develop this chapter and present it to the community, stakeholders, and City Council for validation.

## Task E: Public Engagement Phase 1

Using the alternatives as a starting point, our team will develop a survey for use online and in-person to gather input on needs, priorities, and preferences. Lovely City and JWA staff will coordinate on developing survey questions in collaboration with staff. The alternatives are important to be able to receive actionable input. People react differently to abstract ideas than to concrete service options.

For the engagement process, we also plan to prepare:

- Web survey and paper survey to solicit feedback from riders and the general public, in English and in Spanish.
- Website content for a Dubuque-hosted page, in English and in Spanish.
- Summary handouts that can be distributed throughout engagement activities in English and in Spanish.
- Draft social media posts about the alternatives.

- Two (2) in-person public meetings.
- Ten (10) community events to targeted audiences.
- Stakeholder Meeting (virtual).
- Summary of public engagement and survey responses.

We propose a non-traditional engagement process utilizing resources from the USDOT "Promising Practices for Meaningful Public Involvement in Transportation Decision-making Guide" including targeted outreach and scheduling of micro-workshops to ensure access for everyone from regular riders to non-riders.

We suggest a six-week public engagement period in this first phase. In the survey, we will present the two alternatives with their corresponding outcomes and impacts on residents. Then we will ask which one they prefer and what they like/dislike about each one. This gives us clear input on the community's goals and priorities for transit to help design the Draft Plan.

JWA and Lovely City will organize and lead all public meetings and community events with support from Jule staff. We will also prepare all materials and documentation.

**Stakeholder Meeting (virtual)**
During this engagement phase, we will also hold another Stakeholder Meeting—this time virtual. We will present the refined alternatives and their analysis, facilitate discussion and debate, and then poll the stakeholders on their reactions to the alternatives. We will also ask the stakeholders to help promote public involvement among their own communities over the coming weeks.

JWA and Lovely City will organize and lead this workshop. We will also prepare all materials and documentation.

**City Council Presentation #3**
We suggest a presentation to City Council early in the engagement process to present the alternative networks. This presentation would inform elected officials about the proposals that will be presented to the public for their input and ongoing engagement process. We plan to also come back to City Council at the end of the engagement phase to ask them for direction on how to design the Draft Plan between the two alternatives.

## Task F: Draft Plan

**Guidance from the Council (Presentation #4)**
An important step in developing the Draft Plan is establishing the policies on which it is based. While the Draft Plan can and will be designed with transit-industry best practices, there are choices that can't be resolved by referring to best practices or what any other agency does. They also shouldn't be made by consultants, as we don't represent the members of your community.

These policy choices are best made, whenever possible, by public officials like your City Council.

Our engagement with Council up to this point is designed to prepare them to give policy direction for the Draft Plan. At the end of the second public engagement phase or beginning of this task, we will present the results of public input so that they can incorporate it into their decision-making. We will then facilitate a policy-setting discussion for the Council. Whether this results in an actual Council decision or informal guidance is a question we can work out with staff in advance.

**Design and Analysis of the Draft Plan**
After discussion with City Council, we will go into a second Design Retreat. This retreat can be shorter than the first because instead of designing multiple alternatives we will be designing one draft network, so we suggest that this retreat be virtual.

The details and analysis produced for the Draft Plan will include:

- Detailed maps of the proposed services.
- Routes, their frequencies and hours of service.
- Timed connections for fixed routes.
- Estimated operating costs and vehicle needs.
- The number of people near service, aggregated by jurisdiction.
- Average job access, aggregated by jurisdiction.
- Emphasize measures for subgroups that can include AoPP, all low-income residents, people of color, and households without cars.

**Draft Plan Report**
We will write a comprehensive report to explain the Draft Network, its analysis and outcomes, and how we got to this point. This will include a map of the network, charts showing spans and frequencies, the access and freedom analysis, proximity analysis, and other explanatory materials. This report will be the starting point for the next engagement phase where we will be asking the public, stakeholders, and City Council about the details of the plan.

**Presentation to City Council #5)**
At the end of Task F or start of Task G, we propose presenting the Draft Plan to City Council and the engagement process to collect feedback on the plan.

## Task G: Public Engagement Phase 2

We propose a second phase of public engagement. This time to ask, “Do we have the network right? In this round of engagement, we ask the public, stakeholders, and Council to comment on specific details of the draft plan. Feedback from this engagement would inform changes and

adjustments to the Draft Plan to achieve a well-supported plan that the City can confidently implement.

This phase of engagement would include the same elements as the first, including,

- The second survey, handout, content, and other materials.
- Two (2) in-person public meetings.
- Ten (10) community events to targeted audiences.
- Stakeholder Meeting (virtual).
- Summary of public engagement and survey responses.

Within the 10 community events in each engagement phase, we can potentially include these contacts for survey distribution or targeted engagement

**Higher Education/Young Professionals.** Loras College, University of Dubuque, Clarke University, Wartburg Seminary, Emmaus Bible College, Northeast Iowa Community College, Capri College, Young Professionals of Dubuque

**Newcomers + Visitors.** Travel Dubuque, Distinctively Dubuque Past and Current Participants, Greater Dubuque Development Corporation

**General Population + Neighborhoods.** Millwork Night Market, Dubuque Farmer's Market, Winter Market, Fall Arts and Music Festivals, Neighborhood Associations), Dubuque Community School District, Strategic Leadership Team, DCSD – School Principals, Connection Specialists, Counselors

## Task H: Final Master Plan

**Presentation to City Council #6**
At the start of this task, we will present in person to City Council on the results of the Phase 2 of engagement, input received and proposed changes to the Draft Plan if any. We will collect their input and incorporate into the Final Plan.

Based on input from the public, stakeholders and Council in Phase 2, the JWA team will work with staff through network changes to finalize the plan. Based on these updates, our team will update final maps and materials. We will also include information about equipment and facility needs for the new network.

All of the above items will be compiled into the Final Master Plan building on elements of the Choices Report as the complete study product. It will integrate all materials developed in the study into a readable and compelling argument about what may need to be done to secure a more effective and useful transit network for Dubuque.

**Fees, Expenses, and Payment**

The total fee for this Project is $249,841.58. You will be invoiced monthly on the 15th of each month for work performed in the prior month based on percent complete. Invoices are due 30 days from receipt.

[*signature page follows*]

**Approval**

The parties signed this SOW as of the date first written above.

| JWA | CLIENT |
| --- | --- |
| Jarrett Walker & Associates, LLC, | City of Dubuque |
| By: _____<br>Scudder Wagg, President | By: _____<br>[Signer], [Title] |

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 21.**

---

| | |
|---|---|
| **ITEM TITLE:** | Temporary Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque |
| **SUMMARY:** | Senior Counsel recommending City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than December 31, 2027.<br>**RESOLUTION** Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. Amendment ITC_CavanaghMemo
2. Resolution_ApprovingITCMidwestAgreement
3. Agreement_ITCMidwest

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**BARRY A. LINDAHL, ESQ.**
**SENIOR COUNSEL**

**MEMO**

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

**DATE:** September 21, 2026

**RE:** **TEMPORARY AGREEMENT BETWEEN THE CITY OF DUBUQUE AND ITC MIDWEST, LLC TO OPERATE AN ELECTRIC TRANSMISSION SYSTEM IN THE CITY OF DUBUQUE**

While the City and ITC Midwest, LLC are negotiating the terms of the franchise agreement, it is necessary for ITC Midwest to have authority to operate its transmission system. The City and ITC Midwest have not yet finalized the franchise agreement. It is expected that the final franchise agreement will be submitted to the City Council for approval in December 2027.

I recommend that the City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than December 31, 2027.

BAL:JLM

Attachments

cc: Michael C. Van Milligen, City Manager
Crenna Brumwell, City Attorney
Gus Psihoyos, City Engineer

**RESOLUTION NO. _____ - 26**

**APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE AND ITC MIDWEST, LLC TO OPERATE AN ELECTRIC TRANSMISSION SYSTEM IN THE CITY OF DUBUQUE**

**WHEREAS**, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

**WHEREAS,** the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

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

**SECTION 1.** The attached Agreement is hereby approved.

**SECTION 2.** The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

**AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF DUBUQUE, IOWA**
**AND**
**ITC MIDWEST LLC,**
**A WHOLLY OWNED SUBSIDIARY OF ITC HOLDINGS CORP.**

This Agreement, dated for reference purposes the ___ day of _____, 2026, is made and entered into by and between the City of Dubuque, Iowa (City) and ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp. (the Company).

**WHEREAS,** the Company operates a system for the transmission of electric power in the City of Dubuque, Iowa along, under and upon the streets, avenues, alleys and public places in the City of Dubuque, Dubuque County, Iowa (the Transmission System); and

**WHEREAS,** City and the Company are negotiating a franchise agreement for the Transmission System; and

**WHEREAS,** during the period of such negotiations, and in consideration for the City's consent to the Company to operate the Transmission System, City and the Company agree as follows:

**SECTION 1. TERM.** This Agreement shall take effect upon execution by both parties and shall continue in effect until a franchise agreement between the parties takes effect, but no later than December 31, 2027.

**SECTION 2. INDEMNIFICATION.**

A. The Company shall indemnify, defend and hold City, its officers and employees, harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public places in the City arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. The Company shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under the Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon.

B. The Company shall maintain commercial general liability insurance coverage, or its equivalent, throughout the term of this Agreement as described in the attached Insurance Schedule, as such schedule may from time to time be amended by City. The Company's failure to meet the insurance requirements shall not relieve the Company of its responsibilities under this Agreement. Upon proof of financial responsibility to the reasonable satisfaction of City, the Company may be allowed to self-insure the coverages required. The Company shall provide City with certificates of insurance or letter of self-insurance, subject to the approval of City in its sole discretion, upon request.

C. The requirements of indemnification shall not be a waiver of any right that City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this Agreement shall survive the expiration, cancellation, or termination of this Agreement in accordance with applicable statutes of limitation in force within the state of Iowa.

**SECTION 3. COMPLIANCE WITH CITY ORDINANCES.** The Company shall at all times during the term of this Agreement conform with, submit to, and carry out the provisions of any and all valid ordinances existing or as hereafter lawfully enacted relating City's exercise of its police powers.

**SECTION 4. MATERIAL BREACH.** City may terminate this Agreement if the Company shall be materially in breach of its provisions. Upon the occurrence of a material breach, City shall provide the Company with notification by certified mail specifying the alleged breach. The Company shall have sixty (60) days to cure the breach, unless it notifies City, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, City may terminate this Agreement.

**CITY OF DUBUQUE, IOWA**

By: _____
Michael C. Van Milligen
City Manager

Attest:

_____
Adrienne N. Breitfelder, City Clerk

**ITC MIDWEST LLC,** a Michigan limited liability company

By: ITC Holdings Corp., its sole member

By: _____
Dusky Terry
Vice President ITC Holdings Corp, and
President, ITC Midwest

# INSURANCE SCHEDULE

# INSURANCE SCHEDULE G

1. ITC Midwest LLC 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 ITC Midwest LLC Franchise Agreement.

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

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to certificate.

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

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the 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 mutual agreement of the parties.

# INSURANCE SCHEDULE G (continued)

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

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

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

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

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

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

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

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

**OR**

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

# INSURANCE SCHEDULE G (continued)

**C) POLLUTION LIABILITY**

Coverage required: ___ Yes X No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.

**D) PROFESSIONAL LIABILITY** $1,000,000

Coverage required: ___ Yes X No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**E) CYBER LIABILITY/BREACH** $1,000,000

Coverage required: ___ Yes X No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

**F) UMBRELLA/EXCESS** $5,000,000

Coverage required: X 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# IOWA PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I – COVERAGES** is amended by the addition of the following:

**COVERAGE – GOVERNMENTAL IMMUNITY**

1. **Insuring Agreement**
   a. We will pay those sums that the insured becomes legally obligated to pay as damages for 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. Claims for damages not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this Policy.
   b. 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 our timely written request.
   c. 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.
   d. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this Policy.


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INSURED COPY

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 1.**

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| | |
|---|---|
| **ITEM TITLE:** | Resolution Setting a Public Hearing on a Proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC |
| **SUMMARY:** | City Manager recommending City Council adopt a Resolution setting a public hearing for September 21, 2026, on a proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC.<br>**RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Grant Agreement By And Between The City Of Dubuque And Virtual Velocity, LLC To L'Apostolat, LLC |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026 |

**ATTACHMENTS:**

1. MVM Memo Resolution Setting a Public Hearing on a Proposed Assignment of Grant Agreement
2. Staff Memo
3. Assignment Agreement
4. Original Grant Agreement
5. 1st Amendment
6. 2nd Amendment
7. Notice of Hearing
8. Resolution - Updated 9.4.26

THE CITY OF DUBUQUE
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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution Setting a Public Hearing on a Proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC

**DATE:** September 2, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council adopt a Resolution setting a public hearing for September 21, 2026, on a proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC.

The housing creation and façade rehabilitation outlined in the Agreement have been completed. The Downtown Rehabilitation Loan has been repaid in full. Virtual Velocity, LLC has sold the property at 1199 Central Avenue to L'Apostolat, LLC. As part the real estate purchase, Virtual Velocity, LLC will assign the terms and conditions of the Agreement to L'Apostolat, LLC, which agrees to be bound by said terms and conditions, including the City's obligation to provide TIF incentives. The assignment of the Agreement requires the consent of the City Council of the City of Dubuque.

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
Ian Hatch, Assistant 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:** Ian C. Hatch, Assistant Economic Development Director

**SUBJECT:** Resolution Setting a Public Hearing on a Proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC

**DATE:** August 31, 2026

## INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for September 21, 2026 on a proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC.

## BACKGROUND

The City of Dubuque, Iowa (City), and Virtual Velocity, LLC entered into a Grant Agreement dated October 3, 2022 for the redevelopment of 1199 Central Avenue including the creation of 11 new residential rental units (the Agreement). The Agreement included a Downtown Rehabilitation Grant and a Downtown Housing Creation Grant. The Agreement was later amended to include, a Downtown Rehabilitation Loan, and a 15-year tax increment financing incentive. The Agreement is still in effect and terminates on June 1, 2041.

## DISCUSSION

The housing creation and façade rehabilitation outlined in the Agreement have been completed. The Downtown Rehabilitation Loan has been repaid in full. Virtual Velocity, LLC has sold the property at 1199 Central Avenue to L'Apostolat, LLC. As part the real estate purchase, Virtual Velocity, LLC will assign the terms and conditions of the Agreement to L'Apostolat, LLC, which agrees to be bound by said terms and conditions, including the City's obligation to provide TIF incentives. The assignment of the Agreement requires the consent of the City Council of the City of Dubuque.

**BUDGET IMPACT**
There is no budget impact for City consent of the Assignment of Agreement.

**RECOMMENDATION**
I recommend the City Council adopt the attached Resolution setting a September 21, 2026 public hearing on the proposed Assignment of Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC.

**ASSIGNMENT AGREEMENT**
**BETWEEN**
**VIRTUAL VELOCITY, LLC**
**AND**
**L'APOSTOLAT, LLC**

This Assignment Agreement, dated for reference purposes the 31st day of August, 2026, is made and entered into by and between Virtual Velocity, LLC (Assignor) and L'Apostolat, LLC (Assignee).

WHEREAS, Assignor entered into Grant Agreement dated October 3, 2022, as amended (the Grant Agreement), with the City of Dubuque, Iowa, providing certain rights and obligations with respect to the property legally described as:

The Northerly 87 feet 1.2 inches of Out Lot 447 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof (the Property)

; and

Whereas, the Minimum Improvements required in the Grant Agreement have been satisfied; and

WHEREAS, Assignor now desires to transfer the Property and assign its rights and obligations under the Grant Agreement to Assignee, subject to the consent of the City of Dubuque.

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

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, this assignment of the Grant Agreement, which assignment includes all rights and obligations of any sort whatsoever of Assignor thereunder such that, upon acceptance hereof by Assignee, Assignor shall have no right or interest whatsoever in and to the Grant Agreement as of the date hereof and Assignee agrees to be fully bound by the Grant Agreement and shall carry out all obligations of, and be entitled to all rights of, Assignor thereunder.

2. Law; Binding Effect. This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa. This Assignment shall be binding upon the parties hereto and their respective successors in interest and assigns. In the event of a breach of this Assignment, the non-breaching party shall be entitled to all rights and remedies at law or equity and shall be entitled to recover reasonable attorneys' fees incurred due to the breach.

3. Affirmation. The parties hereby affirm the Grant Agreement in all respects and that the Grant Agreement shall remain in full force and effect according to its terms.

**VIRTUAL VELOCITY, LLC**

By: Lloyd Singletary
Its Owner

**L'APOSTOLAT, LLC**

By: Logan S Manderse
Its Owner

**CONSENT**

The City of Dubuque, Iowa, hereby consents to this Assignment Agreement.

**CITY OF DUBUQUE, IOWA**

By: _____
Brad M. Cavanagh, Mayor

**GRANT AGREEMENT**
**FOR THE DOWNTOWN REHABILITATION GRANT PROGRAM**
**BETWEEN**
**THE CITY OF DUBUQUE, IOWA**
**AND**
**VIRTUAL VELOCITY, LLC**

THIS GRANT AGREEMENT (the "Agreement"), dated for reference purposes the 3rd day of October, 2022, by and between the City of Dubuque, Iowa a municipality established pursuant to the Code of Iowa ("City") and acting under the authorization of Chapter 403 of the Code of Iowa (the "Urban Renewal Act") and Virtual Velocity, LLC ("Grant Recipient").

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken a program for the development and redevelopment of an area in the city known as the Greater Downtown Urban Renewal District (the "District"), an urban renewal area established pursuant to the Urban Renewal Act, and in connection therewith has established the Downtown Rehabilitation Grant Program (the "Program"); and

WHEREAS, Grant Recipient intends to complete the renovation and rehabilitation of a building located on property within the District locally known as 1199 Central Avenue, Dubuque, Iowa (the "Development Property"), legally described as:

> The Northerly 87 feet 1.2 inches of Out Lot 447 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

which will include various improvements to the building, as more specifically detailed in Grant Recipient's application to the Program (the "Project"); and

WHEREAS, Grant Recipient has applied for a Downtown Housing Incentive Grant, a Façade Grant, a Planning & Design Grant, and a Financial Consultant Grant for the Project from City under the Program in amounts collectively up to Fifty Thousand Dollars ($175,000) (the "Grant"), the terms of which are set forth in this Agreement; and

WHEREAS, the City Council believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND OBLIGATIONS OF THE PARTIES HERETO, EACH OF THEM DOES HEREBY COVENANT AND AGREE WITH THE OTHER AS FOLLOWS:

**SECTION 1. MINIMUM IMPROVEMENTS.**

1.1. Required Minimum Improvements. Grant Recipient shall improve the Development Property as follows:

> Façade improvements including rehabilitation of doors and windows, and the creation of fourteen new rental units

(the "Minimum Improvements"). The Minimum Improvements shall be completed in substantial conformity with the scope and scale described in Grant Recipient's Application to the Program, attached hereto as Exhibit B.

1.2. Timing of Minimum Improvements. Grant Recipient shall begin construction of the Minimum Improvements by October 31, 2022 and complete construction of the Minimum Improvements by May 1, 2023. City shall determine in its sole discretion, following an inspection by City's Building Services Department and/or Planning Department, when the Minimum Improvements have been completed. In order to be considered completed, the Minimum Improvements must be constructed in accordance with the terms of this Agreement, in compliance with the regulations of the Program, and in substantial conformity with Grant Recipient's Application Design Letter attached hereto as Exhibit A.

1.3 Certificate of Completion. Promptly following the request of Grant Recipient and upon determination by the City Manager that the Minimum Improvements have been completed as required by this Agreement, the City Manager shall furnish Grant Recipient with a Certificate of Completion in recordable form which shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

1.4. Construction of Minimum Improvements. Grant Recipient shall complete all work with respect to construction of the Minimum Improvements in conformance with all requirements of the Program, this Agreement, and all federal, state, and local laws, ordinances, and regulations.

1.5. Insurance.

(1) Grant Recipient shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, naming City as loss payee, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed. Coverage shall include the "special perils" form and Grant Recipient shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement

value of the building (including the Minimum Improvements), naming City as loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Grant Recipient shall notify City immediately in the case of damage exceeding $50,000.00 in amount to, or destruction of, the Development Property or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (the "Net Proceeds"), shall be paid directly to Grant Recipient as its interests may appear, and Grant Recipient shall forthwith repair, reconstruct and restore the Development Property to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Grant Recipient shall apply the Net Proceeds of any insurance relating to such damage received by Grant Recipient to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Development Property, as its interests may appear. Grant Recipient shall complete the repair, reconstruction and restoration of the Development Property whether or not the Net Proceeds of insurance received by Grant Recipient for such purposes are sufficient.

**SECTION 2. FURTHER COVENANTS OF GRANT RECIPIENT.**

2.1. Operation of Development Property; Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Grant Recipient shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Grant Recipient shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.2 shall survive the termination of this Agreement. If Grant Recipient, or Grant Recipient's successors or assigns violates the requirements of this Section 2.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Grant Recipient or Grant Recipient's successors or assigns shall not be eligible for any City financial assistance programs.

2.2. Real Property Taxes. Grant Recipient shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property.

2.3. No Other Exemptions. Until the Termination Date, Grant Recipient agrees not to apply for any state or local property tax exemptions, except for an application for urban revitalization tax abatement under Iowa Code Chapter 404 and 427, which are available with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement.

2.4. Non-Discrimination. In carrying out the Project, Grant Recipient shall not discriminate against any employee or applicant for employment or tenant because of race, religion/creed, color, familial status, marital status, sex, sexual orientation, gender identity, national origin, age, or mental/physical disability.

**SECTION 3. DOWNTOWN REHABILITATION GRANT PROGRAM.**

3.1. Downtown Housing Incentive Grant. City agrees to provide Grant Recipient a grant in an amount equal to Ten Thousand Dollars ($10,000) for each apartment in the Development Property for which a Certificate of Completion from the City of Dubuque is issued, but not to exceed One Hundred Forty Thousand Dollars ($140,000).

3.2 Façade Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars ($10,000) to reimburse Grant Recipient for documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth in the attached Design Letter.

3.3. Planning & Design Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars ($10,000) to reimburse Developer for documented predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth in the attached Design Letter.

3.4. Financial Consultant Grant. City agrees to provide a matching (1:1) grant not to exceed Fifteen Thousand Dollars ($15,000) to reimburse Developer for documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit I.

3.5. Payment of the Grant. The Grant shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds.

(2) Prior to the release of any grant funds, (i) Grant Recipient shall have submitted documentation of its eligible expenses under the corresponding grant program, and (ii) City shall have issued a Certificate of Completion; and

(3) The Grant funds shall be disbursed directly to Grant Recipient.

**SECTION 4. EVENTS OF DEFAULT; REMEDIES.**

4.1. Events of Default Defined. Failure by Grant Recipient to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall be an "Event of Default."

4.2. Remedies on Default by Grant Recipient. Whenever any Event of Default occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Grant Recipient of the Event of Default, but only if the Event of Default has not been cured within thirty (30) days following such notice, or if the Event of Default cannot be cured within thirty (30) days and Grant Recipient does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement, including suspension of the payment of any installment of the Grant to Grant Recipient, until it receives assurances from Grant Recipient deemed adequate by City, that Grant Recipient will cure its default and continue its performance under this Agreement;

(2) City may terminate this Agreement; or

(3) City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**SECTION 5. MISCELLANEOUS.**

5.1. Conflict of Interest. Grant Recipient represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

5.2. Grants, Notices, and Demands. A grant payment, notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) In the case of Grant Recipient, is addressed and delivered personally to Virtual Velocity, LLC, 955 Washington Street, Unit 329, Dubuque, IA 52001; Attn: Lloyd Singletary; and

(2) In the case of City, is addressed and delivered personally to the City of Dubuque at City Hall, 50 W. 13th Street, Dubuque, IA 52001; Attn: City Manager and City Attorney.

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

5.3. Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

5.4. Definitions. All capitalized terms used herein shall have the meaning defined herein, unless a different meaning clearly appears from the context.

5.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

5.7. Amendment. This Agreement may not be amended except by a subsequent writing signed by the parties hereto.

5.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.9. Termination Date. This Agreement shall terminate and be of no further force or effect December 31, 2027, unless the Agreement is terminated earlier by the other terms of this Agreement.

5.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, tenant, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, tenant, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

5.11. Indemnification. Grant Recipient hereby agrees to defend, indemnify, and hold harmless City, its officer and employees, against any and all claims of any kind made by Grant Recipient or any third party relating to or arising out of this Agreement, including costs, expenses, or attorneys' fees.

5.12. No Assignment; Non-Transferability. Following the execution of this Agreement and until the Termination Date:

(1) Grant Recipient represents and agrees that it will not transfer, convey or make any assignment of any of its rights or interests in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, or individual assumes in writing all of the obligations of Grant Recipient under this Agreement, and (ii) City consents thereto in writing in advance thereof; and

(2) Grant Recipient represents and agrees that it will not assign its rights or interests in this Agreement, including the Grant, to any other party unless City consents thereto in writing in advance thereof.

**CITY OF DUBUQUE, IOWA**

By: _____
Brad M. Cavanagh, Mayor

**VIRTUAL VELOCITY, LLC**

By: _____
Lloyd Singletary, Its Owner

**ATTEST:**

_____
Adrienne N. Breitfelder, City Clerk

**EXHIBIT A**
**DESIGN LETTER**

THE CITY OF DUBUQUE
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Dubuque All-America City 2007•2012•2013 2017★2019

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

**MEMORANDUM**

**TO:** Jill Connors, Economic Development Director

**FROM:** Chris Happ Olson, Assistant Planner CHO

**SUBJECT:** Façade Grant: 1199 Central Ave.
Applicant Lloyd Singletary, Virtual Velocity

**DATE:** September 9, 2022

## Introduction

This memorandum forwards the requested design review for work funded with a Façade Grant for the property located at 1199 Central Avenue, formerly the old Prescott School.

## Background

The City of Dubuque Architectural Guidelines, the Secretary of the Interior Standards for Rehabilitation and applicable Technical Preservation Services Preservation Briefs published by the National Park Service (NPS) apply to this project. The collection can be found at the NPS website.

## Discussion

The scope of work depicted and described in the drawings, application, and subsequent answers to questions during review meet the Architectural Guidelines and the project is recommended for approval as submitted and conditioned.

Conditions regarding the work include:

- Masonry work follow the recommendations in NPS Preservation Brief #2.
- Entrance roof systems: Construct new hoods over entrances as shown on rendering, or work with Planning Services staff with final alternate bracket design. Coloring should be as is depicted in rendering, or complementary to the window or brick color.
- Entrance stoop systems: Repair or reconstruct all entrance stoops with same design and materials is as present, and shown on renderings. Paint railings complementary to windows or other elements such as the entrance roof trim. Should new railing systems be desired, work with Planning Services Staff to determine design and color.
- Roof systems: Extend roof system to include at minimum 18” eaves throughout the structure, as shown on rendering. Reshingle with new architectural laminated

shingle, working with Planning Services Staff on color choice. New gutter and downspout systems shall match the trim and/or brick color as appropriate.

- Entrance door systems: Reuse existing entrance doors or replace with new doors as shown on rendering, with color complementary to the window color.
- Windows: In newly restored fenestration openings, install Reliabilt 3900 Series Windows, in Bronze color. On 1st – 3rd floors, utilize three panels with a top fixed and lower two-thirds double hung sash, utilizing muntin patterning as shown in rendering. Muntins shall be an exterior muntin and spacer between the glass, if a matching color to the exterior can be achieved for the spacer. Allowance provided to center new largest windows in opening, with a reduction of up to four inches total width (2" on each side). In instances of smaller windows, follow patterning and sash number as shown on rendering. At basement level where necessary, allow for excavation and opening up of window openings to allow for egress as necessary from garden level units, working with Planning Services staff with final design. Surrounding treatment should be in-kind (limestone).
- Seek permitting through the Engineering Department as necessary for any construction staging that may encroach upon the public right of way.
- No signage for the structure is proposed or approved. Any new signage or changes will need approval by Planning Services when the applicant is ready for both compliance with the City's code and design guidelines. Applications can be made to the Inspection & Construction Services Division.

Please note that all work completed must have relevant permitting and permission, working with the Inspection and Construction Services Division (formerly Building Department) and Engineering Department as necessary.

**Requirements**

The project, if done in accordance with the described scope of work and drawings will meet the applicable guidelines and standards and is recommended for approval in terms of design review. Any deviation from the approved scope of work must be reviewed and approved by the Economic Development and Planning Services Departments prior to initiation. **It is the property owner's responsibility to read and understand the terms of approval as well as ensure compliance with the project requirements. It is the property owner's responsibility to obtain the necessary building permits prior to starting work. It is the property owner's responsibility to ensure all contractors understand and properly execute all expectation of the project. Failure to comply with the approved scope of work will result in forfeiture of all funding.**

ENCLOSURES: Application, Rendering, Chosen window specification

CC: Mike Belmont, Building Official
Mike Seivers, Inspector
Wally Wernimont, Planning Services Manager

**EXHIBIT B**
**APPLICATION**

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Economic Development Department
1300 Main Street
Dubuque, IA 52001-4864
Office: (563) 589-4393
TTY: (563) 690-6678
http://www.cityofdubuque.org

# City of Dubuque, Iowa
# Application for Downtown Incentive Programs

Name of Applicant (Developer/Company): Virtual Velocity LLC
Address of Proposed Project: 1199 Central Avenue, Dubuque, IA 52001

Contact Name: Lloyd Singletary
Address: _____ City/State: Dubuque Zip: 52001
Phone: _____ Email: _____
Date of Birth: _____

Total Project Cost: 1,150,000
Estimated Start Date: 08/2021
Estimated Completion Date: 09/2022
With whom has the Applicant discussed details of this project at the City of Dubuque? Jill Connors, Ian Scott, Chris Olson and others

Check each of the Incentives for which you are applying:

A.) Downtown Housing Incentive (✓)
B.) Downtown Rehabilitation Grant (✓)
- (✓) Façade Grant
- (✓) Financial Consultant Grant
- (✓) Planning and Design Grant

C.) Tax Increment Rebate or Tax Abatement (✓)

***Please Include Proof of Building Ownership as Attachment A***

You may use the following site as a resource for providing this information:
https://beacon.schneidercorp.com/

***If Applicant is not building owner, you must provide proof of building owner's permission to proceed with project as part of Attachment A***:
If the owner is a for-profit or non-profit organization, you must provide a resolution adopted by the Board of Directors which authorizes both the project and the application attached with the Minutes of the Meeting when it was adopted. ***Please Include as Attachment B***

Does Applicant own or have ownership interest in other Properties in Dubuque?
( )Yes (✓)No

If yes, please list addresses: _____

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Do the above properties comply with all applicable City of Dubuque ordinances and regulations, including but not limited to: Housing, Building, Zoning, Fire, Health and Vacant & Abandoned Building regulations? (✓)Yes ( )No

*Grant Recipient must complete all work in conformance with all requirements of the Program, this Agreement, and all federal, State, and local laws, ordinances, and regulations.

Please list all sources of funding and financing for this project besides the requested grants, and whether the sources are already secured (i.e. Historic Tax Credits, Grants, IEDA Incentives).

A construction loan which is already secured.

Current Physical Condition of the Building - Written:
***Please Include up to 3 Current Photos as Attachment C***

Currently the building has been completely gutted and we are starting interior work.

Proposed Modification of Building/Intended Improvements - Written:
***Please Include Rendering/Drawing as Attachment D***

This building will be made into beautiful new apartments. See the links to the renderings here:

Here are the renderings of the largest apartment, Unit 302: https://photos.app.goo.gl/UtZisjQtkmmpcxZR6

These are the renderings of the standard apartments and the two 3rd floor lofts https://photos.app.goo.gl/Umk43Poe6PT2uMJU9

Community Benefit/Impact of Project (how will the project further the revitalization of downtown):
***If additional space is needed, please include as Attachment E***

The city will have 14 beautiful new apartments available to its residents and one of its oldest buildings will be restored to service.

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## A.) Downtown Housing Incentive Program*

*Grant Funds will be disbursed upon receipt of certificate of occupancy for all units in the project.

**The Rental Property Owner/Property Manager will be required to accept Housing Choice Vouchers (HCV) provided by the U.S. Department of Housing and Urban Development (HUD) from qualified prospective tenants **for the duration of the forgivable loan agreement.**

How many units are being created? 14

Housing units created must be greater than 650 Square Feet. A minimum of 2 units are required for eligibility, and a maximum of 75 units are eligible. (housing units that have been vacant for over three years are considered new units)

Amount of Assistance Requested (No more than $10,000 per unit is eligible) $140,000

Does the project have bank financing? ( )Yes (✓)No
If yes, what financial institution? _____

***Please Include Letter of Commitment from Financial Institution as Attachment F***

A 10-year pro forma must be attached if requesting housing grant. ***Please include as Attachment G***

Does the pro forma show a developer's fee? ( )Yes (✓)No
If yes, over what period of time will this fee be paid? _____

Will residential units have any income restrictions? ( )Yes (✓)No

If yes, how many residential units will have income restrictions? _____
(This could be 0% to 65% of the rental units can have a restriction of 80% area median income.)

Is a Floor plan for all units attached? ***Please attach as Attachment H*** (✓)Yes ( )No

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Dubuque, IA 52001-4864
Office: (563) 589-4393
TTY: (563) 690-6678
http://www.cityofdubuque.org

## B.) Downtown Rehabilitation Grant**

**Grant Funds will be disbursed upon completion of work, documentation of costs, and an inspection of completed project. Disbursements are at a rate of $.50 for each $1.00 of costs incurred, up to maximum amount of grant committed. Written requests for payment must be submitted to the Economic Development Department.

**Paid invoices and/or cancelled checks will be required to confirm expenditures.

Professional drawings and scope of work showing dimensions, architectural details, and labels must be attached to the application. ***Please include as Attachment I***

**Planning and Design Grant**

Estimated costs for planning and design $ 20,000
How much assistance is the project requesting? $ 10,000

**Façade Grant**

Estimated costs for façade improvements $ 120,000
How much assistance is the project requesting? $ 10,000

Will the project include repointing or tuck pointing?
*If yes, a mortar analysis sample may be required.*
*The sample would be a reimbursable expenditure.* (✓)Yes ( )No

Do existing signs on the project property comply with City Zoning regulations and design guidelines? ( )Yes ( )No (✓)N/A

If the above answer is no, or the Applicant is proposing new signs, please describe the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed. _____

With whom has the Applicant discussed details of this project in the City of Dubuque Planning Department? **This is mandatory**. Chris Olson, Travis Schrobilgen

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http://www.cityofdubuque.org

Has Applicant reviewed the City's Design Review Guidelines at http://cityofdubuque.org/1295/Design-Guideline ?

(✓)Yes ( )No

**Financial Consultant Grant**

| | |
|---|---|
| Estimated costs for financial consultant services | $ 65,000 |
| How much assistance is the project requesting? | $ 15,000 |

Bids: ***Please attach bid(s) for ALL proposed work as Attachment J***

Certificate of Insurance: ***Please attach a certificate of insurance for the individual/company bidding the work as Attachment K***

---

## C.) Tax Increment Rebate or Tax Abatement

*Please contact the Economic Development Department to discuss tax incentives at (563) 589-4393.*

***I certify that I am applying for the above incentives before having begun the eligible work, and project work is scheduled to start in fewer than 6 months of the date of this application.*** Some work is in process, but the construction is far from complete.

Signature: Lloyd Singleton Date: 05/19/2022

To be considered for approval, a **fully completed application with attachments and exhibits** must be submitted via one of the following.

- Website: https://www.cityofdubuque.org/113/Facade-Grant
- email: econdev@cityofdubuque.org
- drop off: Economic Development Department, 1300 Main Street, Dubuque, Iowa 52001
- US Post: Economic Development Department, 1300 Main Street, Dubuque, Iowa 52001



# ReliaBilt 3900 Series 31.75-in x 73.5-in x 3.25-in Jamb Vinyl Replacement Bronze Double Hung Window Half

Item #66140 Model #3900DHBZT3167340001

Shop ReliaBilt ★★★☆☆ 2






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**$711.88** ~~$837.51~~ Save $125.63 Ends Sep 14

**$676.29** when you choose 5% savings on eligible purchases every day. Learn how

OR

**$119/mo** suggested payments with 6 month special financing. Learn how

- The industry's best performing replacement window Series in just about every aspect
- Identified by a leading consumer magazine as a 'top-rated vinyl replacement double hung' window
- With a standard lifetime accidental glass breakage warranty, Design Pressure (DP) rating of 60, and available R-4 thermal performance, the 3900 Series…

**Exterior Color/Finish:** Bronze

1

Add to Cart

Get It Installed

Longer wait time than usual (30+ days)

**Free Store & Curbside Pickup**
Pickup on Sun, Dec 4 (Est.) at Dubuque Lowe's

**Delivery**
Scheduling Available
Get it by Mon, Dec 5

**FIRST AMENDMENT**
**TO**
**GRANT AGREEMENT**
**BETWEEN**
**THE CITY OF DUBUQUE, IOWA**
**AND**
**VIRTUAL VELOCITY, LLC**

This First Amendment to Grant Agreement, dated for reference purposes the day of _ _____, 2023, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), and Virtual Velocity, LLC (Grant Recipient).

**WHEREAS,** City and Grant Recipient entered into a Grant Agreement dated October 3, 2022 (the Grant Agreement); and

**WHEREAS,** City and Grant Recipient desire to amend the Grant Agreement as set forth herein.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, CITY AND GRANT RECIPIENT AGREE AS FOLLOWS:**

Section 1. Section 1.2 of the Grant Agreement is hereby amended to read as follows:

> 1.2 Completion of Minimum Improvements. Grant Recipient shall complete construction of the Minimum Improvements by June 1, 2024. City shall determine in its sole discretion (following an inspection by City's Inspection and Construction Services Department and/or Housing & Community Development Department, and/or Planning Department) when the Minimum Improvements have been completed. In order to be considered completed, the Minimum Improvements must be constructed in accordance with the terms of this Agreement, in compliance with the regulations of the Downtown Rehabilitation Grant Program, and in substantial conformity with Grant Recipient's application to that Program and the Design Letter attached hereto.

Section 2. Section 3 of the Grant Agreement is hereby amended by adding the following:

3.6 Downtown Rehabilitation Loan.

(1) City agrees to loan to Developer (the Loan) on the terms and conditions set forth herein Three Hundred Thousand Dollars ($300,000) which shall consist of the Loan Program funds, if and only if such funds are available. Payments shall be based on work completed and expenses encumbered. The Loan proceeds will be disbursed upon approval by the Dubuque City Council.

(2) The term of the Loan shall be five (5) years. Interest on the Loan shall be zero percent (0.0%) per annum. Monthly principal payments, amortized over a five-year period, shall become due and payable beginning the first day of the first month after issuance of the Certificate of Occupancy for the first unit of the Project and on the first day of each month thereafter until the entire balance of the Loan is paid. The entire balance of the Loan shall become due and payable not later than the 60th month after issuance of the Certificate of Occupancy for the first unit of the Project. At the time of the initial disbursement of Loan funds to Developer, Developer shall execute the Promissory Note in the form attached hereto as Exhibit C payable to the order of the City in the principal amount of Three Hundred Thousand Dollars ($300,000) and the Mortgage, attached as Exhibit D.

(3) Loan funds shall be disbursed to Developer by City upon award of the Certificate of Occupancy for the first unit of the Project and Developer's written request for funds.

Section 3. Except as modified herein, the Grant Agreement shall remain in full force and effect.

**CITY OF DUBUQUE, IOWA**

By: _____
Brad M. Cavanagh, Mayor

**VIRTUAL VELOCITY, LLC**

By: _____
Lloyd Singletary, Owner

Attest:

_____
Trish L. Gleason, Assistant City Clerk

**SECOND AMENDMENT**
**TO**
**GRANT AGREEMENT**
**BETWEEN**
**THE CITY OF DUBUQUE, IOWA**
**AND**
**VIRTUAL VELOCITY, LLC**

This Second Amendment to Grant Agreement, dated for reference purposes the 6th day of October, 2023, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), and Virtual Velocity, LLC (Grant Recipient).

**WHEREAS,** City and Grant Recipient entered into a Grant Agreement dated October 3, 2022 (the Grant Agreement); and

WHEREAS, City and Grant Recipient previously amended the Grant Agreement to include a Downtown Rehabilitation Loan; and

**WHEREAS,** City and Grant Recipient desire to further amend the Grant Agreement as set forth herein.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, CITY AND GRANT RECIPIENT AGREE AS FOLLOWS:**

Section 1. Section 1.2 of the Grant Agreement is hereby amended to read as follows:

> 1.2 Completion of Minimum Improvements. Grant Recipient shall complete construction of the Minimum Improvements by June 1, 2024. City shall determine in its sole discretion (following an inspection by City's Inspection and Construction Services Department and/or Housing & Community Development Department, and/or Planning Department) when the Minimum Improvements have been completed. In order to be considered completed, the Minimum Improvements must be constructed in accordance with the terms of this Agreement, in compliance with the regulations of the Downtown Rehabilitation Grant Program, and in substantial conformity with Grant Recipient's application to that Program and the Design Letter attached hereto.

Section 2. Section 3 of the Grant Agreement is hereby amended by adding the following:

3.7. Economic Development Grants to Developer. For and in consideration of

Grant Recipient's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Grant Recipient being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

| | |
|---|---|
| November 1, 2026 | May 1, 2027 |
| November 1, 2027 | May 1, 2028 |
| November 1, 2028 | May 1, 2029 |
| November 1, 2029 | May 1, 2030 |
| November 1, 2030 | May 1, 2031 |
| November 1, 2031 | May 1, 2032 |
| November 1, 2032 | May 1, 2033 |
| November 1, 2033 | May 1, 2034 |
| November 1, 2034 | May 1, 2035 |
| November 1, 2035 | May 1, 2036 |
| November 1, 2036 | May 1, 2037 |
| November 1, 2037 | May 1, 2038 |
| November 1, 2038 | May 1, 2039 |
| November 1, 2049 | May 1, 2040 |
| November 1, 2040 | May 1, 2041 |

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Grant Recipient (the Grant recipient Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Grant Recipient Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2022 ($44,750). The Grant Recipient Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2022 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.8. Non-appropriation/Limited Source of Funding. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council as provided in this Section

3.7. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement.

(1) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: (i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, (ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(2) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code (2013) § 403.19(2).

(3) The right of non-appropriation reserved to City in this Section 3.7 is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

Section 3. Except as modified herein, the Grant Agreement shall remain in full force and effect.

**CITY OF DUBUQUE, IOWA**

By: _____
Brad M. Cavanagh, Mayor

**VIRTUAL VELOCITY, LLC**

By: _____
Lloyd Singletary, Owner

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 21st day of September, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to approve an Assignment of the Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC to L'Apostolat, LLC, for the property located at 1199 Central Avenue.

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 8th day of September 2026.

Adrienne N. Breitfelder, CMC, City Clerk

Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

# RESOLUTION NO. ___-26

## FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE GRANT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND VIRTUAL VELOCITY, LLC TO L'APOSTOLAT, LLC

Whereas, Virtual Velocity, LLC and the City of Dubuque entered into a Grant Agreement dated October, 3, 2022, providing certain rights and obligations with respect to the property legally described as follows:

The Northerly 87 feet 1.2 inches of Out Lot 447 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof

Locally known as 1199 Central Avenue (the Property)

; and

Whereas, Virtual Velocity, LLC intends to assign its rights under the Grant Agreement to L'Apostolat, LLC pursuant to an Assignment of Grant Agreement, attached hereto; and

Whereas, L'Apostolat, LLC in the Assignment of Grant Agreement agrees to be bound by all of the terms and conditions of the Grant Agreement; and

Whereas, the City Council of the City of Dubuque, Iowa finds that consent to the Assignment of Grant Agreement is in the best interests of the City of Dubuque; and

Whereas, before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Assignment of Grant Agreement by and between Virtual Velocity, LLC and L'Apostolat, LLC, to be held on the 21st day of September, 2026 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of Grant Agreement by and between Virtual Velocity, LLC and L'Apostolat, LLC

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 2.**

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| | |
|---|---|
| **ITEM TITLE:** | Lease Agreement by and between the City of Dubuque and Flint Hills Resource Pine Bend, LLC |
| **SUMMARY:** | City Manager recommending City Council adopt the resolution setting the public hearing for September 21, 2026, for a new Lease Agreement with Flint Hills Resource Pine Bend, LLC (Flint Hills) for property at Dove Harbor to commence April 1, 2027, for a term of ten years with an automatic ten-year renewal.<br>**RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Lease Agreement By And Between The City Of Dubuque, Iowa And Flint Hills Resources Pine Bend, LLC, And Providing For The Publication Of Notice Thereof |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026 |

**ATTACHMENTS:**

1. MVM Memo LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND FLINT HILLS RESOURCE PINE BEND, LLC
2. Staff Memo_Flint Hills _ 08-27-2026
3. Resolution_Flint Hills_Public Notice_08-25-2026
4. Notice of Public Hearing_Flint Hills_08-25-2026
5. Flint Hills DBQ Lease Aug 24 2026_encrypted_

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:** Lease Agreement By And Between The City Of Dubuque And Flint Hills Resource Pine Bend, LLC

**DATE:** September 3, 2026

Senior Counsel Barry Lindahl is recommending City Council adopt the resolution setting the public hearing for September 21, 2026, for a new Lease Agreement with Flint Hills Resource Pine Bend, LLC (Flint Hills) for property at Dove Harbor to commence April 1, 2027, for a term of ten years with an automatic ten-year renewal. The Lease Agreement includes termination provisions which allow Flint Hills to terminate upon not less than 30 months' notice if its refinery in Minnesota, which produces the products which are the subject of the Lease Agreement, is permanently shut down.

Initial rent beginning April 1, 2027, is $776,133.95 annually (or $64,677.83 per month) with an annual increase based on the United States Bureau of Labor Statistics Producer Price Index ("PPI") as of December 31 of each year compared to the PPI as of December 31 of the previous year, but not to exceed three percent (3%). In no event, however, shall the rent for any year be less than the rent for the previous year.

Flint Hills also pays wharfage on inbound cargo transferred to the Demised Premises by water, rail or motor vehicle.

The remaining terms of the Lease Agreement are consistent with the original 2012 Lease Agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

Barry Lindahl, Senior Counsel
Jim Bousley, Project Manager

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**BARRY A. LINDAHL, ESQ.**
**SENIOR COUNSEL**

**MEMO**

**TO:** Michael C. Van Milligen
City Manager

**DATE:** September 8, 2026

**RE:** **LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND FLINT HILLS RESOURCES PINE BEND, LLC**

In 2012, the City of Dubuque entered into a Lease Agreement with Flint Hills Resources Pine Bend, LLC (Flint Hills) for property at Dove Harbor. Please see attached Exhibit B. The Lease Agreement will expire March 31, 2027.

The City has negotiated a new Lease Agreement with Flint Hills to commence April 1, 2027 for a term of ten years with an automatic ten-year renewal. The Lease Agreement includes termination provisions which allow Flint Hills to terminate upon not less than 30 months' notice if its refinery in Minnesota, which produces the products which are the subject of the Lease Agreement, is permanently shut down.

Initial rent beginning April 1, 2027, is $776,133.95 annually (or $64,677.83 per month) with an annual increase based on the United States Bureau of Labor Statistics Producer Price Index ("PPI") as of December 31 of each year compared to the PPI as of December 31 of the previous year, but not to exceed three percent (3%). In no event, however, shall the rent for any year be less than the rent for the previous year.

Flint Hills also pays wharfage on inbound cargo transferred to the Demised Premises by water, rail or motor vehicle.

The remaining terms of the Lease Agreement are consistent with the original 2012 Lease Agreement.

I recommend the attached Resolution setting the public hearing for the Lease Agreement by and between the City of Dubuque and Flint Hills Resources Pine Bend, LLC be submitted to the City Council for consideration and adoption.

BAL:JLM

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

Attachments

cc: Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director
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 tsteckle@cityofdubuque.org

# EXHIBIT B




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 tsteckle@cityofdubuque.org

**RESOLUTION NO. ____-26**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FLINT HILLS RESOURCES PINE BEND, LLC, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

**WHEREAS,** the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with Flint Hills Resources Pine Bend, LLC (Flint Hills), subject to City Council approval under which Flint Hills leases certain real property legally described as follows:

A part of unplatted slough and Government Lot 3, Section 19, Township 89 North, Range 3 East, 5th Principle Meridian in the City of Dubuque, Dubuque County, Iowa

; and

**WHEREAS,** the City Council finds that it is in the best interest of the City of Dubuque to approve the Lease Agreement, subject to the required public hearing.

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

**SECTION 1.** The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by the Iowa Code of a public hearing on the City's intent to approve the Lease Agreement by and between City of Dubuque and Flint Hills Resources Pine Bend, LLC, to be held on the 21st day of September, 2026, at 6:30 p.m. for the purpose of receiving public input and comment regarding the proposed Lease Agreement by and between the City of Dubuque, Iowa and Flint Hills Resources Pine Bend, LLC.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Lease Agreement by and between the City of Dubuque, Iowa and Flint Hills Resources Pine Bend, LLC.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved and adopted this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 21st day of September, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to adopt a resolution approving the Lease Agreement by and between the City of Dubuque, Iowa and Flint Hills Resources Pine Bend, LLC .

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

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 8th day of September, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

**LEASE AGREEMENT**
**BETWEEN**
**THE CITY OF DUBUQUE, IOWA,**
**AND**
**FLINT HILLS RESOURCES PINE BEND, LLC**

This Lease Agreement (the "**Lease**") is entered into effective this _____ day of _____, 2026 (the "**Effective Date**"), between the City of Dubuque, Iowa, an Iowa municipal corporation ("**Lessor**"), and Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company ("**Lessee**").

## SECTION 1. DEMISE AND TERM.

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 described in ***Exhibit A*** attached to and made a part of this Lease (20.09 acres), and as shown on ***Exhibit B***, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the "**Demised Premises**").

1.2. This Lease shall commence as of April 1, 2027, and shall end at midnight on March 31, 2037 (the "**Initial Term**"), subject to all of the terms, covenants, conditions and agreements contained herein. At the end of the Initial Term, unless either party has provided written notice at least eighteen (18) months prior to the end of the Initial Term (for clarity, not later than September 30, 2035) that it does not wish to extend the term, which may be for any reason, with or without cause, this Lease will automatically renew without further action by either party for an additional term of ten (10) years (the "**Renewal Term**"). The Initial Term and any Renewal Term shall be known as the "**Term**" of this Lease. That notwithstanding, Lessee shall have the right to terminate this Agreement without liability upon not less than thirty (30) months written notice to Lessor if for any reason the refinery in Minnesota (Flint Hills Resources Pine Bend) which produces the Products (as defined below) is permanently shut down.

1.3. Notwithstanding the foregoing, in the event Lessor elects to construct a river water current turbine on or adjacent to the Demised Premises, Lessee agrees to grant such easement as Lessor determines necessary for the construction and operation of such turbine and associated equipment and transmission lines, which easement shall be located to the greatest extent possible so as not to interfere with Lessee's operations. In no event shall Lessor's easement or Lessor's construction interfere with Lessee's compliance with applicable law.

1.4. Upon commencement of the Initial Term of this Lease, all prior leases between Lessor and Lessee for the Demised Premises or any part thereof shall terminate.

1.5. Lessor hereby grants Lessee a nonexclusive easement for ingress and egress to the Demised Premises over and across the Private Road shown on Exhibit B, attached

hereto. Except as provided in Section 6, Lessor shall have no obligation for any maintenance for the easement area.

1.6. Use of Premises. Lessee acknowledges that the Demised Premises are currently zoned HI Heavy Industrial. Notwithstanding such zoning, Lessee agrees that the Demises Premises shall not be used for any of the following uses:

Slaughterhouses or stockyards;
Manufacture or processing of the following materials: ammonia or chlorine;
Manufacture of acid, lime or lime products, and detergent;
Sanitary landfills;
Sewage treatment plants;
Crematoriums; reduction plants; foundries, forges or smelters; and
Junk yards, salvage yards.

1.7. Lessee further agrees that the Demised Premises shall be used only for the following purposes and no others without the prior written consent of Lessor: Storage, manufacturing and distribution of petroleum products (including asphalt) and renewable fuel-related products, subject to Section 9.1. The petroleum products (including asphalt) and renewable fuel-related products stored, manufactured, and distributed on and from the Demised Premises shall be known as the "**Products**."

## SECTION 2. RENT, TAXES, AND OTHER PAYMENTS

2.1. Rent.

(1) Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, rent in twelve equal monthly payments commencing on the 1st day of April 2027, and on the first day of each month thereafter. The parties recognize that annual rent for the first year of the Initial Term will be derived from the formula in Section 2.1.(2), below, based on the rent charged to Lessee in the year April 1, 2026 – March 31, 2027, pursuant to that Lease Agreement between the City of Dubuque, Iowa, and Flint Hills Resources Pine Bend, LLC, dated March 5, 2012, which is an amount of $64,677.83.

(2) Rent for each successive year of the Lease Term shall be increased effective April 1 by the increase in the United States Bureau of Labor Statistics Producer Price Index ("**PPI**") as of December 31 of each year compared to the PPI as of December 31 of the previous year, but not to exceed three percent (3%). In no event, however, shall the rent for any year be less than the rent for the previous year.

2.2. Taxes. Lessee shall pay all property taxes on the Demised Premises, including

the land and any improvements thereon, due and payable during the Term of the Lease. Lessor shall invoice Lessee for all such taxes.

2.3. Wharfage.

(1) Lessee shall pay Lessor $0.33 per ton for the first 80,000 tons commencing on the 1st day of April 2027, of inbound cargo transferred to the Demised Premises by water, rail or motor vehicle for every ton received at the Demised Premises, and $2.00 per ton for all such cargo in excess of 80,000 tons. Wharfage for each successive year of the Lease Term shall be increased effective April 1 by the increase in the United States Bureau of Labor Statistics Producer Price Index ("**PPI**") as of December 31 of each year compared to the PPI as of December 31 of the previous year, but not to exceed three percent (3%). In no event, however, shall the wharfage for any year be less than the wharfage for the previous year.

(2) Tonnage reports shall be provided to Lessor by January 15 of each year for the preceding calendar year with the payment for each year due by no later than February 1 immediately following the end of each such year.

2.4. Sale of Products to Lessor. Lessee agrees to offer to sell to Lessor on April 1 of each year its seasonal asphalt requirements and all other products sold by Lessee from the Demised Premises at the lowest contracted retail price out of the Demised Premises into the Iowa market to date for the current year. The offer will be for a defined set of product(s) and volume(s) at a determined price as mutually agreed to by both parties.

## SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1. Trade Fixtures. For the purposes of this Lease, "**Trade Fixtures**" shall mean the personal property located on the Demised Premises used in Lessee's business and all structures above ground, including but not limited to tanks, loading racks, piping, pumps, boilers, electrical housing, dock loading arm and associated pumps and piping, and fixtures on the dock load cell and excepting those Improvements (as defined below) to the Demised Premises.

Title to Lessee's Trade Fixtures is and shall be the sole and exclusive property of Lessee during the Term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the Term of this Lease or thereafter. Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Demised Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Upon ten (10) days' prior written notice to Lessor, Lessor shall execute and deliver to Lessee a certificate in recordable form prepared by Lessee stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which

Lessee may reasonably request from Lessor. Lessee shall remove its Trade Fixtures after the expiration of this Lease Agreement in accordance with the terms of this Agreement.

3.2. Improvements. For the purposes of this Lease, "**Improvements**" shall mean the property affixed to the realty of the Demised Premises which are not otherwise considered Trade Fixtures and, as of the commencement date of this Lease, include the following: office and maintenance buildings, dock, dolphins, dock walkway, dock shack, and fence.

Upon any termination of this Lease by reason of any cause whatsoever, all Improvements shall remain in the ownership of Lessor and shall be returned by Lessee to Lessor in good order, condition and repair, reasonable wear and tear excepted.

At the time of construction of any new material Improvements on the Demised Premises, Lessee shall consider the following, but final plans for new material Improvements will be mutually agreed upon by the Lessor and Lessee:

- LEED certification;
- Alternative energy sources such as solar, or wind-powered; or
- Any other sustainable design elements with the prior written approval of Lessor.

3.3. Landscaping.

(1) Material landscaping or aesthetic improvements will be made by the Lessee as mutually agreed upon by the Lessor and Lessee. Lessee shall maintain all landscaping or aesthetic improvements to the reasonable satisfaction of Lessor.

(2) No other fence shall be installed on the Demised Premises without the approval of Lessor.

3.4. Railroad Extensions.

(1) For any railroad tracks existing as of the commencement of this Lease and in the event Lessee installs any track to serve the Demised Premises, Lessee shall construct or maintain such track as will permit Lessor or any other Lessee of Lessor, to connect thereto for the purpose of serving proposed tenants occupying land in the vicinity of the Demised Premises and the parties hereto acknowledge and agree that this Section 3.5 is part of the consideration for this Lease, and Lessee agrees to cooperate with said parties to make such connections to the track of Lessee. In the event that Lessor should lease additional property to tenant or tenants requiring connection to a track serving Lessee's property, Lessee shall be entitled to charge such tenant making connection to such track a proportionate cost for the track maintenance, based upon the usage by the tenant of Lessee's track calculated on a per railroad car basis. Such costs shall be limited to that part of Lessee's track used by such other tenant or tenants.

(2) Lessor shall maintain, or cause any of its tenants to maintain, railroad tracks

located on Lessor-owned property other than the Demised Premises that serve Lessee's property.

## SECTION 4. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

4.1. Lessee's Right to Encumber Leasehold Interest. Lessee may encumber by mortgage, deed of trust or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all Improvements on the Demised Premises, as security for any indebtedness of Lessee, provided that no such encumbrance shall extend beyond the Term of this Lease. Lessee shall provide prompt written notice to Lessor of any such encumbrance together with a copy of such encumbrance. In the event of any judicial or nonjudicial foreclosure under any mortgage, deed of trust or other similar instrument made by Lessee covering its leasehold interest in the Demised Premises, Lessor shall, upon such foreclosure or sale, recognize the purchaser thereunder as lessee under this Lease, provided such purchaser expressly agrees in writing to be bound by the terms of this Lease.

4.2. Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee, or the holder of the indebtedness, its successors and/or assigns (the "**Holder**") secured by the encumbrance shall give notice to Lessor within 30 days thereafter of the existence of the encumbrance and the address of the Holder, then Lessor shall mail or deliver to the Holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the Holder at, or nearly as possible to, the same time the notices are given to or served on Lessee. The Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease; provided, however, that the doing of any act or thing requiring possession of the Demised Premises shall be subject to the further rights of Holder as set forth in 16.2. All payments so made and all things so done and performed by the Holder shall be effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

## SECTION 5. TAXES.

5.1. Lessee agrees to pay as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that become payable during the Term hereof and which would become delinquent if not so paid during the Term hereof and including taxes accrued during the Term but not due and payable until after the Term. Lessor shall invoice Lessee for the real estate taxes. This section shall survive the termination of this Agreement.

5.2. During the Term of this Lease, Lessee further agrees to pay all other taxes, fees (including but not limited to storm water fees), rates, charges, levies and assessments, general and special, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon said real estate and which become payable during the Term hereof and which would become delinquent if not so paid during the Term hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said real estate during the Term hereof and which become payable during the Term hereof and which would become delinquent if not so paid during the Term hereof, and all such other taxes, fees, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the Term hereof.

5.3. Lessee agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property and Trade Fixtures on the premises, during the Term of this Lease.

5.4. Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents reserved to Lessor hereunder.

5.5. Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or Improvements, shall be disputed. Upon the conclusion of any such suit or proceedings, or not less than three (3) months prior to the date when the right to redeem therefrom expires, whichever will be the earlier, Lessee shall promptly pay and satisfy such disputed tax, fee, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

## SECTION 6. REPAIRS.

6.1. Lessee shall at all times during the Term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted and to a condition satisfactory to Lessor. Lessee shall keep the Demised Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion and at its cost, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Section 6.

6.2. Lessor shall have the right to require Lessee upon written notice to repair or remove any structure on the Demised Premises which Lessor determines does not

comply with the requirements of this Section, and Lessee shall repair or remove, as the notice may require, any such structure within one-hundred twenty (120) days after receipt of such notice.

6.3 Lessor shall have no obligation to Lessee for any maintenance expense of any kind on the Demised Premises, including but not limited to private roads or railroad tracks.

6.4 Lessee agrees to perform all maintenance dredging necessary to serve the Demised Premises. All dredging costs shall be the sole responsibility of Lessee. Any maintenance dredging performed to serve the Demised Premises shall be in compliance with all local, state and federal regulations, and applicable permits.

(1) Lessor shall be responsible for obtaining and maintaining a current Army Corps of Engineers Maintenance Dredging Permit (the "**Permit**") and shall promptly provide a copy of the Permit to Lessee. Lessee shall be authorized to perform maintenance dredging necessary to serve the Demised Premises under the applicable Permit. Any maintenance dredging performed to serve the Demised Premises shall not exceed the area limits, lines and grades as shown on attached ***Exhibit C*** or as authorized in the Permit.

(2) Lessee shall be responsible for all of the foregoing associated maintenance dredging costs according to the requirements of the applicable Permit.

(3) If Lessor incurs costs to remove and dispose of Lessee's dredge material from the temporary disposal site, Lessee shall be fully responsible for and shall reimburse Lessor for all costs incurred by Lessor.

## SECTION 7. LEGAL COMPLIANCE.

7.1 Lessee is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Lessee's obligations under this Lease, including but not limited to the laws outlined in Exhibit D and hereby represents and warrants that Lessee is in compliance with the same as of the Commencement Date and further represents that during the Term Lessee will remain in compliance. Lessee shall require all contractors and subcontractors providing services under this Lease shall also certify compliance with this Section. Lessee further represents and warrants that Lessee has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Lease, including any permits and licenses that might be required and Lessee agrees to maintain, at Lessee sole expense, such required permits and licenses for the duration of the term(s) of this Lease.

7.2. Lessee shall not commit waste on the Demised Premises except as necessary for its business purposes including the removal or construction of any buildings and Improvements on the Demised Premises, and shall be liable for any damages to or destruction of any buildings or Improvements on the Demised Premises resulting from waste and shall be required to repair or rebuild such buildings or Improvements. Lessee

shall not remove any Improvements on the Demised Premises except as allowed pursuant to this Lease. All trash, garbage and refuse of any kind shall be promptly removed from the Demised Premises by Lessee.

**SECTION 8. ALTERATIONS.** Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld, make any alteration, addition, or modification to any Improvement on the Demised Premises that exceeds One Hundred Thousand Dollars ($100,000.00) in cost. Any alteration, addition, or modification of less than One Hundred Thousand Dollars ($100,000.00) shall not require Lessor's consent.

**SECTION 9. USE OF DEMISED PREMISES.**

9.1. Lessee shall not knowingly use, occupy, or allow the use or occupation of the Demised Premises or any buildings or Improvements thereon or any appurtenances thereto for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not suffer any act to be done or any condition to exist within the Demised Premises or in any Improvement thereon, or permit any article to be brought therein, which is dangerous, unless safeguarded as required by law, or which, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

9.2. Any vessels or barges docked along the Demised Premises for purposes other than active loading/unloading shall be no more than 2 vessels or barges in width away from the dock, shall at all times be maintained in a good state of repair, and shall not be used for the storage of junk or salvage material. In no event, however, shall any vessels or barges interfere with the use of any waterway by other users, nor shall the number of vessels or barges actively loading or unloading exceed 4.

9.3. Lessee hereby grants access to Lessor to the levee and floodwall at all times for Lessor's operations and maintenance of the levee and floodwall. Lessee acknowledges that there is a U.S. Army Corps of Engineers Clear Zone of 20' from the levee and floodwall that must be free from all storage or construction, and Lessee agrees to comply with such free zone requirement at all times. That notwithstanding, but only to the extent it complies with the rules of the U.S. Army Corps of Engineers, Lessee shall be allowed to maintain the use and placement of the following existing structures: fence, dock pipeline for unloading operations, dock walkway, and dock shack.

**SECTION 10. INSURANCE.**

10.1. Lessee shall maintain during the Term of this Lease insurance as set forth in the City's standard *Insurance Schedule for Lessees of City Property*, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Lease Agreement as ***Insurance Schedule A***. Lessor shall provide written notice of any amendment to the Insurance Schedule not less than sixty days prior to the effective date of such amendment.

10.2. Upon completion of construction of Improvements, Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of), insurance as follows:

> Property insurance against loss and/or damage to Improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of Improvements, but any such policy may have a deductible amount of not more than $50,000.00. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by City. The term "**replacement value**" shall mean the actual replacement cost of Improvements (excluding foundation and excavation costs and costs of underground flues**,** pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of City, but not more frequently than once every three years, and paid for by Lessee.

10.3. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by Lessee which are authorized under the laws of the State of Iowa to assume the risks covered thereby or Lessee may at its election self-insure itself pursuant to the aforementioned Insurance Schedule. Lessee shall deposit annually by not later than July 1 of each year with City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Lessee shall furnish City evidence satisfactory to City that the policy has been renewed or replaced by another policy conforming to the provisions of this or that there is no necessity therefore under the terms hereof. In lieu of separate policies, Lessee may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Lessee shall deposit with City a certificate or certificates of the respective insurers as to the amount of coverage in force upon Improvements, provided, however, the specific limit shall not be impaired.

10.4. Lessee agrees to notify City immediately in the case of damage exceeding $100,000.00 in amount to, or destruction of Improvements or any portion thereof resulting from fire or other casualty.

10.5. Lessee shall complete the repair, reconstruction and restoration of any docks or dolphins, whether or not the net proceeds of insurance received by Lessee for such purposes are sufficient.

## SECTION 11. LESSOR'S WARRANTIES AND REPRESENTATIONS

11.1. Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Demised Premises, and that it has full right and authority to enter into this Lease for the full Term hereof, and covenants and agrees that upon Lessee paying the rent provided for herein, and upon Lessee's performing the

covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business.

11.2. Lessor makes no representations or warranties as to the condition, including environmental condition, of the Demised Premises and Lessee accepts the Demised Premises as is.

## SECTION 12. LESSEE'S WARRANTIES AND REPRESENTATION.

12.1. Lessee Compliance with Law. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use, occupancy and control of the Demised Premises.

12.2. Environmental Matters.

(1) Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by or results from Lessee's use, occupancy or control of the Demised Premises, except for Lessor Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Demised Premises from any property owned by Lessor). Notwithstanding any other provision of this Lease, Lessee shall not have any responsibility for any Hazardous Substance which leaches or migrates upon the Demised Premises from any adjacent property or any release of a Hazardous Substances which is caused by Lessor or which pre-exists the date of this Lease, except as follows: (a) Lessee shall be responsible for known pre-existing releases for which Lessee fails to take due care and adequate precaution and/or for which Lessee's actions or inactions cause a worsening of the release, and (b) Lessee shall provide full cooperation, assistance, and access to Lessor or other parties investigating and/or responding to a threatened or actual release.

(2) Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance for which Lessee is responsible under this Section 12.2(1) that exceeds permitted levels as defined by any local, state or federal laws applicable to Lessee's use of the Demised Premises originating after the effective date of this Lease ("**Release**") in, on or about the Demised Premises of which Lessee suspects or has actual knowledge.

(3) Lessee covenants and agrees to promptly take any and all necessary and appropriate response to fully address any Release. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by applicable law. Lessee shall respond to such Release to the full extent required by applicable law; however, in no event shall Lessee allow limitations or restrictions to be placed on the Demised Premises without the written consent of the Lessor.

(4) Except as necessary to conduct its operations and use the Demised Premises as detailed in Section 1.6 and 1.7, Lessee covenants and agrees not to manufacture, treat or dispose of Hazardous Substances at the Demised Premises or allow the manufacture, treatment, or disposal of Hazardous Substances on the Demised Premises. Lessee shall use and store on the Demised Premises only those Hazardous Substances as are associated with its regular business activities, and then only as allowed by applicable law.

(5) For the purposes of this Lease, "**Hazardous Substance**" or "**Hazardous Substances**" means any hazardous or toxic substance, material or waste which is or becomes regulated as such by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to § 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (vi) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C § 9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq.] The term "**Hazardous Substance**" shall not include any air emissions discharged into the atmosphere as allowed by a duly issued permit from the applicable governmental agency.

**SECTION 13. INDEMNIFICATION.**

13.1. Indemnification of Lessee. To the extent allowed by law, Lessor will defend, indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises and resulting from any act or omission of Lessor, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease and (c) any breach on the part of Lessor of any warranty or representation contained in Section 11. In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

13.2. Indemnification of Lessor. Lessee will defend, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and

expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises during the Term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the Term of the Lease and (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, and (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12. In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

13.3. Survival. The obligations and liabilities under this Section shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the Term of this Lease.

**SECTION 14. CONDEMNATION.**

14.1. Entire Condemnation. If at any time during the Term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Lessee, in Lessee's sole discretion, to operate its business thereon in a manner similar to that prior to such taking.

14.2. Allocation of Award. Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

(1) To Lessor, the amount of the award attributable to the Demised Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to new Improvements constructed by Lessee but not Improvements existing at the commencement of the Term of this Lease except to the extent Lessee had constructed those Improvements during a prior leasehold, and all other sums not directly attributable to the value of the Land constituting the Demised Premises;

(2) To Lessee, the entire award except that portion allocated to Lessor above.

14.3. Partial Condemnation.

(1) If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then

Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the award for such partial condemnation shall be allocated as provided in 14.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, the Rent shall be reduced in proportion to the value of the area of the Demised Premises taken.

(2) Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor. In the event Lessee terminates this Lease, as provided for in this 13.3, Lessee shall be entitled to the entire award for such partial taking.

14.4 Temporary Taking. If the temporary use of the whole or any part of the Demised Premises or the Improvements thereon or the appurtenances thereto shall be taken at any time during the Term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the Term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the rent, additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Demised Premises and the Improvements as soon as reasonably practicable after such temporary taking.

**SECTION 15. ASSIGNMENT AND SUBLETTING.** This Lease may not be assigned by Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided said third party assignee agrees to comply with the terms and conditions of this Lease. Lessee may sublet parts of the Demised Premises without the prior consent of Lessor provided Lessee's subtenants agree to comply with the applicable terms and conditions of this Lease, and provided further that Lessee shall remain responsible to Lessor for the terms and conditions of this Lease.

**SECTION 16. DEFAULT.**

16.1. Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same

with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease. Lessor shall thereafter have the right to enter and take possession of the Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises.

16.2. Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days, within which to endeavor to make good or remove the default or cause for termination of the Lease. All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep and perform the covenants, terms and conditions of this Lease is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to and conditioned on Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days. In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this 16.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

16.3. Lessee's Rights in the Event of Lessor's Default. If Lessor shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessee shall have all rights available to it provided by law or equity. If Lessor's default shall render the Demised Premises of no operational use to Lessee, and the

default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default, then Lessee shall have no further obligation for the payment of rent, taxes, or wharfage or for the provision of Products to Lessor, and Lessee may terminate this Lease Agreement and remove all Trade Fixtures subject to this Agreement.

**SECTION 17. RIGHT TO CURE OTHER'S DEFAULTS.** Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded Lessee pursuant to 16.1 above, but in no event longer than ninety (90) days), the other party, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition or agreement which is in default.

**SECTION 18. QUIET ENJOYMENT.** Lessor covenants that at all times during the Term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor. Notwithstanding the foregoing, Lessor shall have the right upon reasonable notice to Lessee to enter the Demised Premised at any time to determine whether Lessee is in compliance with the requirement of this Lease.

**SECTION 19. ESTOPPEL CERTIFICATES.** Each party hereto agrees that at any time and from time to time during the Term of this Lease, within ten (10) days after request by the other party hereto or by any lender having an interest in Lessee's leasehold estate, it will execute, acknowledge and deliver to the other party or to such lender or any prospective purchaser, assignee or any mortgagee designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, (c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

**SECTION 20. WAIVER.** No waiver by either party hereto of any breach by the other of any term, covenant, condition or agreement herein and no failure by any party to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the other party in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

**SECTION 21. SURRENDER.** Lessee shall, following any termination of and Restoration Period (defined below) allowed under this Lease, surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of Lessor, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatever by Lessor on account of or for any buildings and Improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Lessee's Trade Fixtures, personal property, and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and remain the property of Lessee. Notwithstanding the obligation to surrender the Demised Premises upon termination, Lessee shall have twelve (12) months immediately after the termination or expiration of the Term of this Lease (the "**Restoration Period**") to remove its Trade Fixtures and return the Demised Premises to the condition described above. Rent shall abate during the Restoration Period. If Lessee shall remain on the Demised Premises after the Restoration Period has ended, then Lessee shall pay pro-rated rent for each day thereafter that it remains on the Demised Premises, and in the event Lessee shall fail to do so, Lessor may cause the Trade Fixtures to be removed and Lessee agrees pay Lessor for the costs of removal within thirty (30) days of receipt of a statement therefore from Lessor.

**SECTION 22. MEMORANDUM OF LEASE.** Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in a form suitable for recording setting forth the names of the parties hereto and the Term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Basic Rent payable hereunder.

**SECTION 23. NOTICES.**

23.1. All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and by facsimile addressed as

follows:

TO LESSOR: City of Dubuque, Iowa
City Manager
City Hall
50 West 13th Street
Dubuque IA 52001

Email:

WITH COPY TO: City Attorney
City Hall
50 West 13th Street
Dubuque IA 52001

TO LESSEE: Flint Hills Resources Pine Bend, LLC
c/o Terminal Manager
1550 Koch Court
Dubuque, IA 52001
Email: jon.engelkes@fhr.com

WITH A COPY TO:

Flint Hills Resources, LP
General Counsel
P.O. Box 2917
Wichita, KS 67201-2917
Email: FHR.legal@fhr.com

23.2. The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

**SECTION 24. MISCELLANEOUS.**

24.1. Time of the Essence. Time is of the essence of this Lease and all of its provisions.

24.2. Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

24.3. Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

24.4. Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced

in a writing signed by each party or an authorized representative of each party.

24.5. Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

24.6. Force Majeure; Excused Performance. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "**Force Majeure"**), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; that notwithstanding, no event of Force Majeure shall serve to extend the Term of this Agreement. Notwithstanding anything in this Agreement to the contrary, Lessee may terminate this Agreement without liability upon giving Lessor prior written notice thereof of not less than thirty (30) months if: (a) FHR is prevented by law, regulation, rule, order or other governmental action from producing or selling the Products; (b) Lessee ceases selling the Products or shuts down or reduces production in any unit or plant in which the Products are made, or is unable to manufacture the Products (including manufacture of Product meeting the required specifications), (c) Lessee is unable to transport the Products via Lessee's intended mode of transportation; (d) an event of Force Majeure extends for more than one hundred twenty (120) days; or (e) at any time, Lessee suffers a material change in circumstances (whether foreseeable or unforeseeable) that makes this Agreement impossible or impractical for Lessee to continue to perform, or that materially changes the value of the consideration to Lessee for continuing to perform.

Executed by the parties as follows:

KB CMB NB

**LESSOR**:

**CITY OF DUBUQUE, IOWA**

By: _____
, Mayor

Attest: _____
, City Clerk

**LESSEE:**

**FLINT HILLS RESOURCES PINE BEND, LLC**

By: Francis Murphy
Francis Murphy (Aug 24, 2026 16:54:30 CDT)
Name: Francis A. Murphy,
Title: President & Chief Executive Officer

## EXHIBIT A

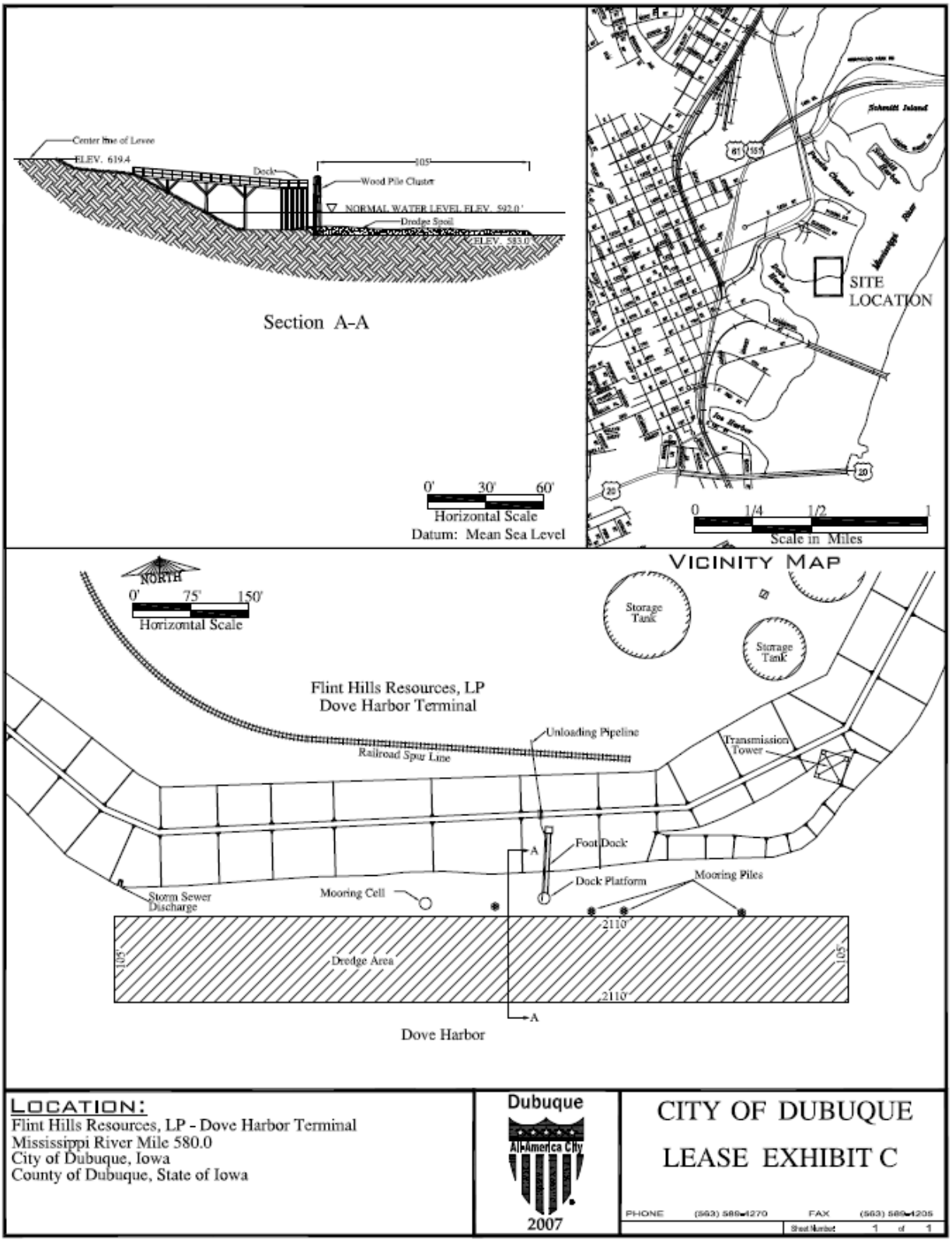
## LEGAL DESCRIPTION

A part of unplatted slough and Government Lot 3, Section 19, Township 89 North, Range 3 East, 5th Principle Meridian in the City of Dubuque, Dubuque County, Iowa as shown on the attached Exhibit B.

# EXHIBIT B


EXHIBIT B
PURINA DR
KERPER BLVD
KOCH CT
0.76 ac
Unrestricted
Area:
15.89 ac
Corps Restricted
approx. 3.44 ac
2011-11-09
* Subject to Survey Verification
N
W
E
S
DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and it's suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.
h:\Engineering\Lease Agreements\FlintHill\FlintHillResources
-Lease2011.mxd
plotfiles: ExhibitB.pdf
created by nmb 2011-11-09
Lease Area
Easement
Corps Restricted
Feet
0
100
200
400
600
800
THE CITY OF DUBUQUE
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# EXHIBIT C


Center line of Levee
ELEV. 619.4
Dock
105'
Wood Pile Cluster
NORMAL WATER LEVEL ELEV. 592.0 '
Dredge Spoil
ELEV. 583.0
Section A-A
0' 30' 60'
Horizontal Scale
Datum: Mean Sea Level
SITE LOCATION
0 1/4 1/2 1
Scale in Miles
VICINITY MAP
NORTH
0' 75' 150'
Horizontal Scale
Storage Tank
Storage Tank
Flint Hills Resources, LP
Dove Harbor Terminal
Unloading Pipeline
Railroad Spur Line
Transmission Tower
A
Foot Dock
Dock Platform
Mooring Piles
Storm Sewer Discharge
Mooring Cell
2110'
105'
Dredge Area
105'
2110'
A
Dove Harbor
LOCATION:
Flint Hills Resources, LP - Dove Harbor Terminal
Mississippi River Mile 580.0
City of Dubuque, Iowa
County of Dubuque, State of Iowa
Dubuque
All-America City
2007
CITY OF DUBUQUE
LEASE EXHIBIT C
PHONE (563) 589-4270 FAX (563) 589-4205
Sheet Number 1 of 1

## EXHIBIT D

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

# CITY - INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.

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

3. Each certificate shall be furnished to: City of Dubuque, Finance Department, 50 W. 13th Street, Dubuque, Iowa, 52001.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

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

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

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

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

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

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

11. All certificates of insurance must include the agent's name, phone number, and email address.

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

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

## EXHIBIT I

**A. COMMERCIAL GENERAL LIABILITY**

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

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 0002, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and noncontributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50th W. 13th Street, Dubuque, Iowa, 52001.

**B. WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

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

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

Policy shall include Waiver of right to Recover from Others Endorsement.

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

**OR**

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

**C. AUTOMOBILE LIABILITY**

Coverage Required: _____*____ Yes _____ No

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others Endorsement.

**D. POLLUTION LIABILITY**

Coverage Required: ____*_____ Yes _____ No

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

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

1) Policy to include job site and transportation coverage.
2) Include additional insured for:

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO from GC 20 10 (ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.

3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include Waiver of Right to Recovery from Others Endorsement.

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

___*_____ Yes _____ No

Amount $_____

Include the City of Dubuque as Lendor Loss Payable.

**F. RIGHT-OF-WAY WORK ONLY:**

**UMBRELLA/EXCESS** $1,000,000

_____ Yes _____ No

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

**G. FLOOD INSURANCE:**

___*____ Yes _____ No

If Required Coverage: $ _____

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

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

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

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

# SPECIMEN

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

# Flint Hills DBQ Lease Aug 24 2026

Final Audit Report 2026-08-24

| | |
|---|---|
| Created: | 2026-08-24 |
| By: | Katie Dhuyvetter (katie.dhuyvetter@fhr.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAC-O21veIm10mf9amh74frFMieeRSzlno |

## "Flint Hills DBQ Lease Aug 24 2026" History

Document created by Katie Dhuyvetter (katie.dhuyvetter@fhr.com)
2026-08-24 - 7:50:15 PM GMT

Document emailed to Kim Duke (kim.boatright@fhr.com) for approval
2026-08-24 - 8:44:32 PM GMT

Email viewed by Kim Duke (kim.boatright@fhr.com)
2026-08-24 - 8:45:10 PM GMT

Document approved by Kim Duke (kim.boatright@fhr.com)
Approval Date: 2026-08-24 - 8:45:25 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to Charles Boan (charles.boan@fhr.com) for approval
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Document approved by Charles Boan (charles.boan@fhr.com)
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Document approved by Nathan Brubaker (nathan.brubaker@fhr.com)
Approval Date: 2026-08-24 - 9:15:51 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to Francis Murphy (francis.murphy@fhr.com) for signature
2026-08-24 - 9:15:54 PM GMT

Email viewed by Francis Murphy (francis.murphy@fhr.com)

2026-08-24 - 9:54:03 PM GMT

Document e-signed by Francis Murphy (francis.murphy@fhr.com)

Signature Date: 2026-08-24 - 9:54:30 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.

2026-08-24 - 9:54:30 PM GMT

FLINT HILLS RESOURCES

Powered by
Adobe
Acrobat Sign

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 3.**

---

| | |
|---|---|
| **ITEM TITLE:** | Setting a Public Hearing to Dispose of City Owned Property on Valeria Street in Dubuque, Iowa |
| **SUMMARY:** | City Manager recommending City Council adopt a resolution setting a public hearing to be held on September 21, 2026, for the disposal of the properties legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, to Eric McFadden pursuant to the attached purchase agreement.<br>**RESOLUTION** Of Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located On Valeria Street, Legally Described As Lot 16a Of Schaffner's Subdivision And Lot 6A Of Brewery Addition, All In The City Of Dubuque, Iowa, Pursuant To An Agreement Between The City Of Dubuque And Eric McFadden |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026 |

**ATTACHMENTS:**

1. MVM Memo Setting a Public Hearing to Dispose of City Owned Property on Valeria Street in Dubuque Iowa
2. 1 Staff Memo set ph mcfadden valeria
3. 2 Resolution set ph mcfadden valeria
4. 3 Agreement McFadden Sale of City Property fully executed
5. 4 Notice of Public Hearing mcfadden valeria

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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:** Setting a Public Hearing to Dispose of City Owned Property on Valeria Street in Dubuque Iowa

**DATE:** August 31, 2026

Acting City Engineer Nate Steffen is recommending City Council adopt a resolution setting a public hearing to be held on September 21, 2026, for the disposal of the properties legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, to Eric McFadden pursuant to the attached purchase agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Steffen, Acting City Engineer
Bob Schiesl, Assistant City Engineer

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TO: Michael C. Van Milligen, City Manager

FROM: Nathan Steffen , CE III, Acting City Engineer

DATE: August 25, 2026

RE: Setting a Public Hearing to Dispose of City Owned Property on Valeria Street in Dubuque Iowa

## INTRODUCTION
This memorandum requests City Council approval of a resolution setting a public hearing for the disposal of City Owned Property on Valeria Street in Dubuque Iowa.

## BACKGROUND
Per Council Resolution No. 309-26, the City of Dubuque has entered into an agreement (see agreement attached) with Eric McFadden (McFadden) for the sale of two City owned lots to be used to help facilitate the development of the Villas on Valeria project. The property to be conveyed to McFadden, legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, includes previously vacated portions of the Lewis Street right of way which has never been disposed of by the city.

## DISCUSSION
In working with McFadden, City staff has prepared an agreement for the sale of the city lots described above. The agreed upon price for the sale of the two city lots, which total 4,186 square feet in area, is $6,122.62. McFadden plans to combine the two city lots with the adjacent two lots he currently owns to develop an eight-lot residential subdivision on Valeria Street.

A copy of the agreement executed by McFadden is attached.

## RECOMMENDATION
I respectfully request that the city properties be conveyed to Eric McFadden, as indicated above, and that a public hearing be set for the disposition of the City's interest in the subject properties on September 21st, 2026, through adoption of the enclosed resolution.

## ACTION TO BE TAKEN
I respectfully request adoption of the enclosed resolution setting a public hearing for the disposal of the properties legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, to Eric McFadden pursuant to the attached purchase agreement.

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

**RESOLUTION NO. _____-26**

**RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE LOCATED ON VALERIA STREET, LEGALLY DESCRIBED AS LOT 16A OF SCHAFFNER'S SUBDIVISION AND LOT 6A OF BREWERY ADDITION, ALL IN THE CITY OF DUBUQUE, IOWA, PURSUANT TO AN AGREEMENT BETWEEN THE CITY OF DUBUQUE AND ERIC MCFADDEN**

Whereas, Eric McFadden (McFadden) owns two vacant lots along Valeria Street legally described as Lots 15 and 16 in Schaffner's Subdivision, in the City of Dubuque, Iowa (the McFadden Property); and

Whereas, McFadden is requesting the sale of city owned property adjacent to the McFadden property, being approximately 4,186 square feet in area (the City Property), legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, in order to accommodate the development of an eight-lot residential subdivision development on the McFadden Property and City Property areas; and

Whereas, per Resolution No. 309-26, the City Council approved a purchase agreement between the City of Dubuque and Eric McFadden for the sale of Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa to McFadden; and

Whereas, the Code of Iowa requires that the City Clerk publish notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. That the City of Dubuque intends to dispose of its interest in Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, by quit claim deed to Eric McFadden pursuant to the executed Agreement attached hereto.

Section 2. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 21st day of September, 2026, at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. That a public hearing, and/or by virtual means, on the intent to dispose of Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, per Sections 1 above, is hereby set for the 21st day of September, 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 8th day of September 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
August 17, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 15.**

---

| | |
|---|---|
| **ITEM TITLE:** | Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project |
| **SUMMARY:** | City Manager recommending City Council approval of an agreement with Eric McFadden (McFadden) for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition on Valeria Street adjacent to lots owned by McFadden on Valeria Street and direct staff to initiate the public hearing process for disposition of the city interest in real estate.<br>**RESOLUTION** Approving An Agreement Between The City Of Dubuque, Iowa And Eric McFadden |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project
2. 1 Staff Memo approve mcfadden purchase agreement
3. 2 Resolution Approving mcfadden purchase Agreement
4. 3 mcfadden pa binder 08042026 signed by mcfadden

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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:** Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project

**DATE:** August 11, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Eric McFadden (McFadden) for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition on Valeria Street adjacent to lots owned by McFadden on Valeria Street and direct staff to initiate the public hearing process for disposition of the city interest in real estate.

In working with McFadden, City staff has prepared an agreement for the sale of the city lots described above. The agreed upon price for the sale of the two city lots, which total 5,022 square feet in area, is $6,122.62. McFadden plans to combine the two city lots with the adjacent two lots he currently owns to develop an eight-lot residential subdivision on Valeria Street.

The agreement contemplates a public hearing for the disposition of real estate pursuant to state law.

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

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Dubuque All-America City 2007 • 2012 • 2013

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Gus Psihoyos, City Engineer

**SUBJECT:** Agreement with Eric McFadden for the Sale of City Property on Valeria Street as Part of the Villas on Valeria Subdivision Project

**DATE:** August 6, 2026

## INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Eric McFadden (McFadden) related to the sale of city owned property on Valeria Street adjacent to lots owned by McFadden on Valeria Street.

## BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with McFadden for the sale of two City owned lots to be used to help facilitate the development of the Villas on Valeria project. The property to be conveyed to McFadden, legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, includes previously vacated portions of the Lewis Street right of way which have never been disposed of by the city.

## DISCUSSION

In working with McFadden, City staff has prepared an agreement for the sale of the city lots described above. The agreed upon price for the sale of the two city lots, which total 5,022 square feet in area, is $6,122.62. McFadden plans to combine the two city lots with the adjacent two lots he currently owns to develop an eight-lot residential subdivision on Valeria Street.

A copy of the agreement executed by McFadden is attached.

The agreement contemplates a public hearing for the disposition of real estate pursuant to state law.

## RECOMMENDATION

I recommend that the City approve the Agreement for the sale of the two city lots legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, to McFadden 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 and directing staff to initiate the public hearing process for disposition of the city interest in real estate

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. 309-26**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND ERIC MCFADDEN**

Whereas, Eric McFadden (McFadden) owns two vacant lots along Valeria Street legally described as Lots 15 and 16 in Schaffner's Subdivision, in the City of Dubuque, Iowa (the McFadden Property); and

Whereas, McFadden is requesting the sale of city owned property adjacent to the McFadden property, being approximately 4,186 square feet in area (the City Property), legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, in order to accommodate the development of an eight-lot residential subdivision development on the McFadden Property and City Property areas; and

Whereas, McFadden and City desire to enter into an agreement with respect to the proposed sale of the City Property as set forth herein; and

Whereas, a copy of the Agreement is attached hereto; and

Whereas, McFadden has executed the Agreement; and

Whereas, the Agreement contemplates a public hearing on the city disposal of real estate.

**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.

Section 3. City staff is directed to initiate the public hearing process for disposition of real estate.

Passed, approved, and adopted this 17th day of August, 2026.

Brad M. Cavanagh, Mayor

Attest:
Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

# AGREEMENT
# BY AND BETWEEN
# ERIC MCFADDEN
# AND
# THE CITY OF DUBUQUE, IOWA

This Agreement, dated for reference purposes the 6th day of August, 2026 is made and executed by and between the City of Dubuque, Iowa, (City), a municipal corporation, and Eric McFadden (McFadden).

Whereas, McFadden owns two vacant lots along Valeria Street legally described as Lots 15 and 16 in Schaffner's Subdivision, in the City of Dubuque, Iowa (the McFadden Property); and

Whereas, McFadden is requesting the sale of city owned property adjacent to the McFadden property, being approximately 4,186 square feet in area (the City Property), legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, in order to accommodate the development of an eight-lot residential subdivision development on the McFadden Property and City Property areas, as shown on the attached Exhibit B; and

Whereas, McFadden and City desire to enter into an agreement with respect to the proposed sale of the City Property as set forth herein.

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

## SECTION 1. CITY RESPONSIBILITIES.

1.1 Subject to City Council approval, City will sell the City Property, being approximately 4,186 sq. ft. in area, as shown on the attached Exhibit A, for $6,122.62.

1.2 City will take the property sale request to the City Council to be set for a public hearing and formal approval of the disposal of city interest in the City Property.

1.3 City will, after the public hearing approval by the City Council and receipt of the property compensation and applicable abstracting, publication, and filing fees, execute a Quit Claim Deed to McFadden for the City Property and record the deed.

## SECTION 2. MCFADDEN RESPONSIBILITIES.

2.1 McFadden will purchase the City Property area for the amount of $6,122.62 plus all applicable abstracting, publication and filing fees.

2.2 McFadden will provide an access easement for the benefit of Lots 12, 13 and 14 of Schaffner's Subdivision in the City of Dubuque, Iowa, as shown on the attached Exhibit B, via the proposed subdivision plat as shown on Exhibit B.

**SECTION 3. NOTICES.**
All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Eric McFadden
75 E. 100 N.
Ivins, UT 84738

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 McFadden, 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

**ERIC MCFADDEN**

By: _____
Eric McFadden

**EXHIBIT A**

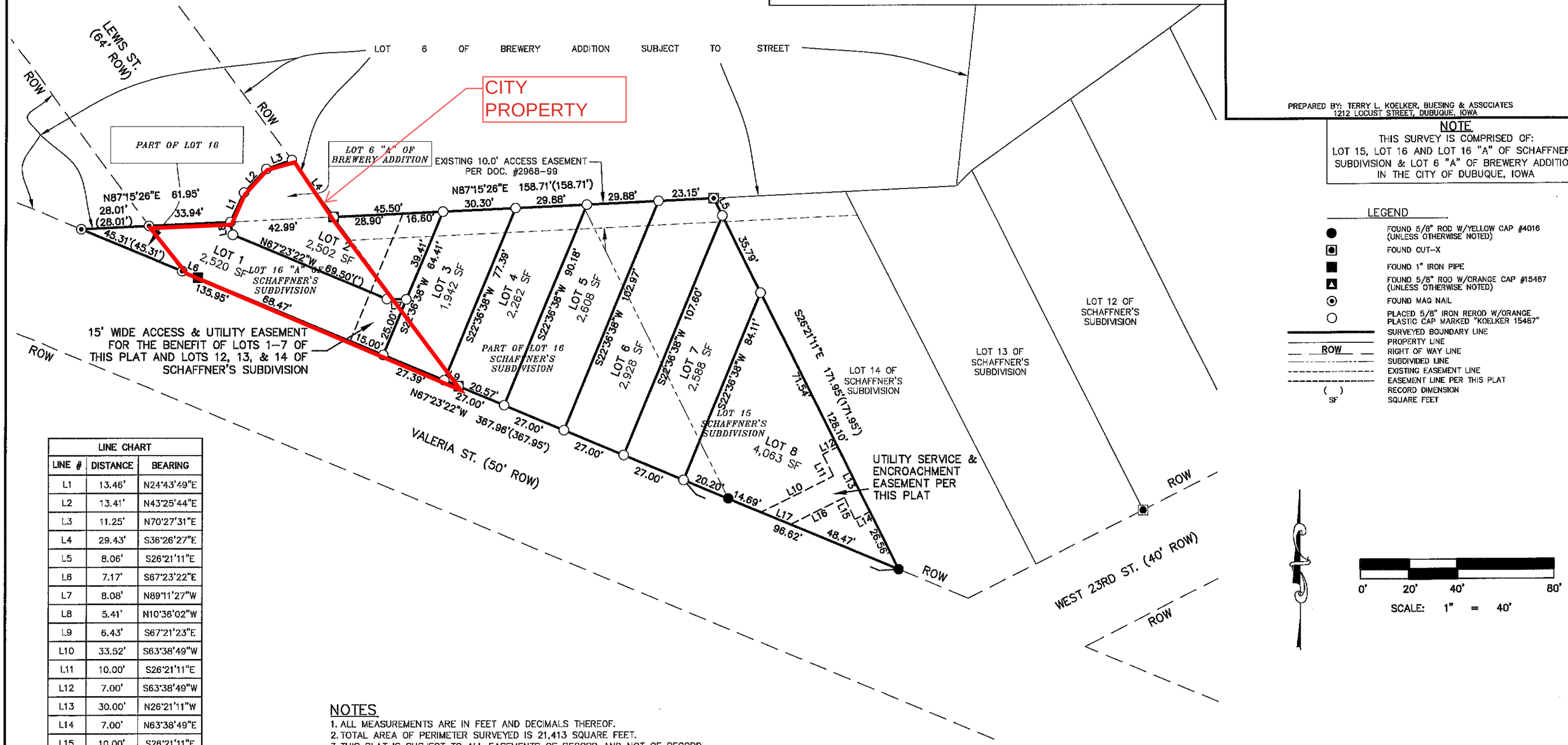
# Final Plat of:
# VILLAS ON VALERIA,
## in the City of Dubuque, Iowa

**INDEX LEGEND**
Location: Villas on Valeria, in the City of Dubuque, Iowa
NW1/4 of Section 24 T89N, R2E of the 5th P.M., in the City of Dubuque, Dubuque County, Iowa
Requestor: Eric McFadden
Proprietor of Lot 15, Lot 16 and Lot 16 "A" of Schaffner's Subdivision & Lot 6 "A" of Brewery Addition:
Eric McFadden - 75 E. 100 N., Ivins, UT 84738
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

EXHIBIT A

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

**NOTE**
THIS SURVEY IS COMPRISED OF:
LOT 15, LOT 16 AND LOT 16 "A" OF SCHAFFNER'S SUBDIVISION & LOT 6 "A" OF BREWERY ADDITION, IN THE CITY OF DUBUQUE, IOWA




**LEGEND**

| | |
|---|---|
| ● | FOUND 5/8" ROD W/YELLOW CAP #4016 (UNLESS OTHERWISE NOTED) |
| ◙ | FOUND CUT-X |
| ■ | FOUND 1" IRON PIPE |
| ▲ | FOUND 5/8" ROD W/ORANGE CAP #15487 (UNLESS OTHERWISE NOTED) |
| ⊙ | FOUND MAG NAIL |
| ○ | PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487" |
| ——— | SURVEYED BOUNDARY LINE |
| ——— | PROPERTY LINE |
| ROW | RIGHT OF WAY LINE |
| ——— | SUBDIVIDED LINE |
| - - - - | EXISTING EASEMENT LINE |
| - - - - | EASEMENT LINE PER THIS PLAT |
| ( ) | RECORD DIMENSION |
| SF | SQUARE FEET |

0' 20' 40' 80'
SCALE: 1" = 40'

| LINE CHART | | |
|---|---|---|
| LINE # | DISTANCE | BEARING |
| L1 | 13.46' | N24°43'49"E |
| L2 | 13.41' | N43°25'44"E |
| L3 | 11.25' | N70°27'31"E |
| L4 | 29.43' | S36°26'27"E |
| L5 | 8.06' | S26°21'11"E |
| L6 | 7.17' | S67°23'22"E |
| L7 | 8.08' | N89°11'27"W |
| L8 | 5.41' | N10°36'02"W |
| L9 | 6.43' | S67°21'23"E |
| L10 | 33.52' | S63°38'49"W |
| L11 | 10.00' | S26°21'11"E |
| L12 | 7.00' | S63°38'49"W |
| L13 | 30.00' | N26°21'11"W |
| L14 | 7.00' | N63°38'49"E |
| L15 | 10.00' | S26°21'11"E |
| L16 | 24.82' | N63°38'49"E |
| L17 | 13.26' | S67°23'22"E |

**NOTES**
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 21,413 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 — 7/16/26 (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

SHEETS COVERED BY THIS SEAL : SHEET 1

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

| | |
|---|---|
| DRAWN BY: JJL | CHECKED BY: TLK |
| SURVEY DATE: 10/18/2024 | PLOT DATE: 6/29/2026 |
| DWG. NO. 26177-01 | SCALE: 1" = 40' |

**EXHIBIT B**

# EXHIBIT B

ACCESS EASEMENT BENEFITTING LOTS 12, 13, AND 14 OF SCHAFFNER'S SUB.




## SITE DATA

| |
|---|
| ZONING: R-2A ALTERNATE |
| BUILDING HEIGHT: 26'-3" RIDGE HEIGHT |
| BUILDING USE: RESIDENTIAL TOWNHOME |
| SETBACKS REQUIRED: 10' FRONT, 20' W/GARAGE, 3'/0' SIDE & 10'/0' REAR |
| SETBACKS PROVIDED: 10' FRONT, 16'-20' W/GARAGE, 5'/0' SIDE & 10'/0' REAR |
| PARKING REQUIRED:<br>DWELLING UNIT = 1.5 SPACES PER UNIT |
| PARKING PROVIDED: 2 SPACES/LOT (1 CAR GARAGE/UNIT & DRIVEWAY) |
| UNIT SIZE: 1,260 sqft. LIVING, 254 sqft. GARAGE (3 BEDROOM, 2.5 BATH, 1 CAR GARAGE) |
| |
| LOT DATA: |
| LOT 1 = 2,520 SQ. FT. / 0.057 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (31.9% ) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 275 SQ.FT. (10.9%) |
| LANDSCAPE AREA (PERVIOUS): 1,100 SQ.FT. (43.7% OF SITE) |
| ACCESS EASEMENT AREA: 341 SQ.FT. (13.5%) |
| |
| LOT 2 = 2,502 SQ. FT. / 0.057 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (32.1%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 275 SQ.FT. (11.0%) |
| LANDSCAPE AREA (PERVIOUS): 851 SQ.FT. (34.0%) |
| ACCESS EASEMENT AREA: 572 SQ.FT. (22.9%) |
| |
| LOT 3 = 1,942 SQ. FT. / 0.044 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (41.4%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (12.1%) |
| LANDSCAPE AREA (PERVIOUS): 600 SQ.FT. (30.9%) |
| ACCESS EASEMENT AREA: 303 SQ.FT. (15.6%) |
| |
| LOT 4 = 2,262 SQ. FT. / 0.051 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (35.6%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (10.4%) |
| LANDSCAPE AREA (PERVIOUS): 924 SQ.FT. (40.8%) |
| ACCESS EASEMENT AREA: 299 SQ.FT. (13.2%) |
| |
| LOT 5 = 2,608 SQ. FT. / 0.059 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (30.8%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (9.0%) |
| LANDSCAPE AREA (PERVIOUS): 1,270 SQ.FT. (48.7%) |
| ACCESS EASEMENT AREA: 299 SQ.FT. (11.5%) |
| |
| LOT 6 = 2,928 SQ. FT. / 0.067 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (27.4%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (8.0%) |
| LANDSCAPE AREA (PERVIOUS): 1,615 SQ.FT. (55.2%) |
| ACCESS EASEMENT AREA: 274 SQ.FT. (9.4%) |
| |
| LOT 7 = 2,588 SQ. FT. / 0.059 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (31.1%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (9.1%) |
| LANDSCAPE AREA (PERVIOUS): 1,546 SQ.FT. (59.8%) |
| ACCESS EASEMENT AREA: 3 SQ.FT. (0.0%) |
| |
| LOT 8 = 4,063 SQ. FT. / 0.074 ACRES |
| BUILDING AREA (IMPERVIOUS): 804 SQ. FT. (FOOTPRINT) (19.8%) |
| DRIVEWAY/SIDEWALK & PATIO AREA (IMPERVIOUS) : 235 SQ.FT. (5.8%) |
| LANDSCAPE AREA (PERVIOUS): 3,024 SQ.FT. (74.4%) |

## LEGEND

- = LANDSCAPE AREA
- = BUILDING AREA
- = CONCRETE / SIDEWALK AREA
- = ASPHALT AREA
- = GRAVEL ACCESS EASEMENT AREA
- = EXISTING ASPHALT
- = PROPERTY LINE

## PROPERTY INFO

PROPERTY ADDRESS = 365 VALERIA STREET
DUBUQUE, IOWA 52001

OWNER / DEVELOPER:

ERIC MCFADDEN
14059 OLD HIGHWAY ROAD
DUBUQUE, IOWA 52003
(435) 313-2267
PREMIER.DESIGN_ERIC@YAHOO.COM

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

| | |
|---|---|
| DATE: | 7/29/2026 |
| DRAWN BY: | E.A.M. |
| CHECKED BY: | M.R.F. |
| CLIENT: | E.A.M. |

SCALE: 1" = 20'

# EXHIBIT "B" SITE PLAN
# VILLAS ON VALERIA
365 VALERIA STREET
DUBUQUE, IOWA 52001


PREMIER DESIGN & ENGINEERING INC.
75 EAST 100 NORTH
IVINS, UTAH 84738
(775) 385-7647 ~ PREMIER.DESIGN.MARC@GMAIL.COM
(435) 313-2267 ~ PREMIER.DESIGN_ERIC@YAHOO.COM


SHEET
EXB

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 21st day of September, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to dispose of an interest in City of Dubuque real estate located on Valeria Street, legally described as Lot 16A of Schaffner's Subdivision and Lot 6A of Brewery Addition, all in the City of Dubuque, Iowa, pursuant to an agreement between the City of Dubuque and Eric McFadden.

At the meeting, the City Council will receive in-person and virtual comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://cityofdubuque.novusagenda.com/AgendaPublic/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments received by the City Clerk's Office before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 8th day of September 2026.

Adrienne N. Breitfelder, CMC, City Clerk

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 4.**

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| | |
|---|---|
| **ITEM TITLE:** | Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, L.L.L.P. and Miller Companies, LLC |
| **SUMMARY:** | City Manager recommending City Council adopt a resolution setting the public hearing for September 21, 2026, for the Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, L.L.L.P and Miller Companies, LLC for the property locally known as 131 West 10th Street.<br>**RESOLUTION** Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of Loan Agreement And Assumption Of Mortgage Agreement Of The Downtown Rehabilitation Loan Agreement By And Between The City Of Dubuque, Iowa And Interstate Building, L.L.L.P. To Miller Companies, LLC For Property At 131 W 10th Street |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026 |

**ATTACHMENTS:**

1. MVM Memo ASSIGNMENT OF LOAN AGREEMENT AND ASSUMPTION OF MORTGAGE AGREEMENT BY AND BETWEEN INTERSTATE BUILDING, LLLP AND MILLER COMPANIES, LLC
2. Staff Memo_Setting PH Interstate Miller Assignment_09-03-2026
3. Notice of Hearing_Assignment and Assumption_Interstate Building and Miller
4. Resolution setting hearing on Assignment and Assumption_Interstate and Miller_09-03-2026
5. Assignment and Assumption Agreement City Loan_09-03-2026
6. Memorandum to Council

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:** Assignment Of Loan Agreement and Assumption Of Mortgage Agreement by and between Interstate Building, L.L.L.P And Miller Companies, LLC

**DATE:** September 3, 2026

Senior Counsel Barry Lindahl is recommending City Council adopt a resolution setting the public hearing for September 21, 2026, for the Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, L.L.L.P and Miller Companies, LLC for the property locally known as 131 West 10th Street.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director
Flint Drake, Esq.

THE CITY OF DUBUQUE
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**BARRY A. LINDAHL, ESQ.**
**SENIOR COUNSEL**

**MEMO**

**TO:** Michael C. Van Milligen
City Manager

**DATE:** September 21, 2026

**RE:** **ASSIGNMENT OF LOAN AGREEMENT AND ASSUMPTION OF MORTGAGE AGREEMENT BY AND BETWEEN INTERSTATE BUILDING, L.L.L.P AND MILLER COMPANIES, LLC**

The City of Dubuque entered into a Development Agreement with Interstate Building, L.L.L.P. and WS Live, LLC (the Agreement) on November 3, 2008 for the property locally known as 131 West 10th Street, legally described as follows:

> Lot 164a in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa

(the Property).

The Agreement terminated on December 31, 2015. However, the Agreement provided for a Downtown Rehabilitation Loan which was secured by a mortgage on the Property.

Interstate Building, L.L.L.P. and Miller Companies, LLC have entered into a certain Purchase Agreement, in which Interstate Building, L.L.L.P. has agreed to assign all of its rights, title and interest in, and Miller Companies, LLC has agreed to assume all of Interstate Building, L.L.L.P.'s duties and obligations under the Downtown Rehabilitation Loan Agreement and mortgage.

I recommend the attached Resolution setting the public hearing for the Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, L.L.L.P and Miller Companies, LLC be submitted to the City Council for consideration and adoption.

cc: Jill Connors, Economic Development Director
Flint Drake, Esq.

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 21st day of September, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to approve an Assignment of Loan Agreement and Assumption of Mortgage Agreement by and between Interstate Building, LLLP and Miller Companies, LLC, for the property located at 131 W. 10th Street, Dubuque, Iowa.

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 8th day of September 2026.

Adrienne N. Breitfelder, CMC, City Clerk

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

**RESOLUTION NO. ___-26**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF LOAN AGREEMENT AND ASSUMPTION OF MORTGAGE AGREEMENT OF THE DOWNTOWN REHABILITATION LOAN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND INTERSTATE BUILDING, L.L.L.P. TO MILLER COMPANIES, LLC FOR PROPERTY AT 131 W 10th STREET**

**WHEREAS,** the City of Dubuque, Iowa (City), and Interstate Building, L.L.L.P. entered into a Downtown Rehabilitation Loan Agreement dated September 22, 2010; and

**WHEREAS,** Interstate Building, L.L.L.P. granted to City a Mortgage recorded on September 27, 2010 as Instrument No. 2010-00014654; and

**WHEREAS,** Interstate Building, L.L.L.P. and Miller Companies, LLC have entered into a certain Purchase Agreement, pursuant to which, Interstate Building, LLLP has agreed to assign all of its rights, title, and interests in, and Miller Companies, LLC has agreed to assume all of Interstate Building, L.L.L.P.'s duties and obligations under the Downtown Rehabilitation Loan Agreement and Instrument No. 2010-00014654; and

**WHEREAS,** the City Council of the City of Dubuque finds that consent to the Assignment and Assumtion Agreement is in the best interests of the City of Dubuque; and

**WHEREAS,** before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Assignment and Assumtion Agreement by and between Interstate Building, LLLP and Miller Companies, LLC, to be held on the 21st day of September, 2026 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment and Assumtion Agreement by and between Interstate Building, LLLP and Miller Companies, LLC.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

Prepared by and return to: Flint Drake, Drake Law Firm PC 300 Main St. Suite 323 Dubuque, Iowa 563 582-2000

# Assignment of Loan Agreement and Assumption of Mortgage Agreement

This Assignment of Loan Agreement and Assumption of Mortgage Agreement (the "Agreement"), effective as of September 21, 2026 (the "Effective Date"), is by and between Interstate Building, L.L.L.P. ("Seller") and Miller Companies, LLC, an Iowa limited liability company ("Purchaser").

WITNESSETH:

Seller and Purchaser have entered into a certain Purchase Agreement dated effective as of August 26, 2026 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Purchaser has agreed to assume all of Seller's duties and obligations under, the City Loan Documents (as defined below), subject to the consent of the City of Dubuque; and

Seller entered into a Downtown Rehabilitation Loan Agreement with the City of Dubuque, Iowa ("City") dated September 27, 2010, in the original principal amount of $300,000.00 (the "Downtown Rehabilitation Loan Agreement");

As security for Seller's obligations under the Downtown Rehabilitation Loan Agreement, Seller granted to City a Mortgage recorded in the records of the Dubuque County Recorder on September 27, 2010 as Instrument No. 2010-14654 (the "City Mortgage"). The mortgage secures an interest in real estate described as:

**Lot 164a in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa;**

The Downtown Rehabilitation Loan Agreement and the City Mortgage shall collectively constitute the City Loan Documents.;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of City Loan Documents. Seller hereby assigns to Purchaser all of Seller's right, title and interest in the City Loan Documents and Purchaser does hereby assume all of Seller's rights and obligations under the City Loan Documents. Purchaser agrees to fully satisfy the obligations of Seller under the City Loan Documents in accordance with their terms. Purchaser shall defend, indemnify and hold harmless Seller from and against any liability, damages, causes of action, expenses and attorneys' fees incurred by Seller by reason of the failure of Purchaser to fulfill, perform, discharge and observe the liabilities under the City Loan Documents, except that Purchaser shall have no liability for obligations accruing and payable under the City Loan Documents prior to the Effective Date. Seller shall defend, indemnify and hold harmless Purchaser from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Purchaser by reason of the failure of Seller to fulfill, perform discharge and observe any such liability prior to the Effective Date.

2. Further Documents and Instruments. From time to time, as and when requested by Seller, Purchaser shall execute and deliver such documents and instruments and shall take such further actions requested to more effectively assume the City Loan Documents or to otherwise give effect to this Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

***[Remainder of Page Intentionally Left Blank, Signature Pages to Follow]***

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**SELLER:**
Interstate Building, L.L.L.P.

_____
By: _____
Title: President

**PURCHASER:**
**Miller Companies, LLC**

_____
By: Chris Miller
Title: President

City of Dubuque, Iowa hereby consents to this Assignment of Loan Agreement and Assumption of Mortgage Agreement

By: _____
Its _____

Drake Law Firm, P.C.
ATTORNEYS

D. Flint Drake*
fdrake@drakelawpc.com

300 Main Street, Suite323
Dubuque, IA 52001

Samuel M. DeGree
sdegree@drakelawpc.com

Both admitted in Iowa

Telephone: (563) 582-2000
Facsimile: (563) 583-5225

September 3, 2026

MEMORANDUM

TO: Barry Lindahl, Senior Counsel

RE: Assignment of Development Agreement - Interstate Building, L.L.L.P.

FROM: Drake Law Firm, PC

Barry:

Attached to this Memorandum is an Assignment of Loan Agreement and Assumption of Mortgage Agreement executed by Interstate Building, L.L.L.P. ("Interstate") and Miller Companies, LLC ("Miller"). Interstate and the City entered into a Development Agreement dated 3rd day of November, 2008 related to the development of property at 131 W. 10th Street and locally known as the "Interstate Building" (the "Development Agreement"). Among other things, the Development Agreement provided a Downtown Rehabilitation Loan secured by a mortgage on the Interstate Building. The Development Agreement obligations of the parties were satisfied and that Agreement terminated in 2015.

Miller has entered into an agreement to purchase the Interstate Building and the parties have agreed that Miller will assume the Downtown Rehabilitation Loan and Mortgage.

The attached Assignment of Loan Agreement and Assumption of Mortgage Agreement accomplish the assignment contemplated above, subject to the City's consent. On behalf of Interstate Building, L.L.L.P. and Miller Companies, LLC, we request that the City Council consent to the Assignment of Loan Agreement and Assumption of Mortgage Agreement and authorize the mayor to execute the document on behalf of the City of Dubuque.

Please advise of any additional questions. Thank you.

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 5.**

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| | |
|---|---|
| **ITEM TITLE:** | Setting a Public Hearing for the Issuance of Not to Exceed $2,060,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase II |
| **SUMMARY:** | City Manager recommending that a public hearing be set for September 21, 2026, on the issuance of a not to exceed $2,060,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Private Lead Service Line Replacement Pilot Program – Phase II.<br>**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 $2,060,000 |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for September 21, 2026 |

**ATTACHMENTS:**

1. Private Lead Lines Phase 2 SRF Set Public Hearing_MVM memo_2026_09_02
2. Private Lead Lines Phase 2 SRF Set Public Hearing_Staff memo_2026_09_02
3. 1st Half Set Hrg Water Rev LDA (LSLR Phase 2) (Dubuque #30 2026) (1)

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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:** Setting a Public Hearing for the Issuance of Not to Exceed $2,060,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase II

**DATE:** September 2, 2026

Chief Financial Officer Jennifer Larson recommends that a public hearing be set for September 21, 2026, on the issuance of a not to exceed $2,060,000 Water Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Private Lead Service Line Replacement Pilot Program – Phase II.

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

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Lester, Water Department Director
Brian DeMoss, Finance Manager

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Setting a Public Hearing for the Issuance of Not to Exceed $2,060,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase II

**DATE:** September 2, 2026

**INTRODUCTION**
The purpose of this memorandum is to provide suggested proceedings to set a public hearing on the issuance of not to exceed $2,060,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase II.

**BACKGROUND**
The City of Dubuque is taking part in a unique opportunity to assist approximately 585 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 is moving forward with this unique opportunity and has secured a level of BIL funding to conduct the first of its kind in the community, 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 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.

**DISCUSSION**

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 State Revolving Fund loan will have an interest rate of 2.85%, with a 0.25% servicing fee, and a maturity date of June 1, 2046, with 49% of construction costs being forgivable, and will be abated from the water fund.

**ACTION TO BE TAKEN**

I respectfully recommend the adoption of the enclosed resolution fixing the date of September 21, 2026, for a public hearing on the proposed issuance not to exceed $2.06 million in Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) for the Private Lead Service Line Replacement Pilot Program – Phase II.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager
Christopher Lester, Water Department Director

DORSEY

DORSEY+WHITNEY LLP

September 1, 2026

**VIA EMAIL**

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: $2,060,000 SRF Water Revenue Loan and Disbursement Agreement
File No. 430411-30

Dear Jenny:

We have prepared and attach proceedings for use at the September 8, 2026, City Council meeting to set September 21, 2026, as the date for a hearing on the proposal to enter into the SRF Water Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the Lead Service Line Replacement - Phase 2 Project.

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution.

2. Attestation Certificate with respect to the validity of the transcript.

3. Organization and Establishment Certificate.

4. Outstanding Debt Certificate with respect to the outstanding debt of the Water Utility.

5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Dubuque. The last date on which this notice can be effectively published is September 17, 2026.

As soon as the notice appears in the newspaper, please have a copy scanned and emailed to me.

Please return one fully executed copy of these proceedings to us as soon as they are available.

Please call Emily Hammond or me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Trish Gleason
Eldon Schneider
Christopher Lester
Tionna Pooler
Tony Toigo
Lee Wagner
Yolanda Attaway

MINUTES TO SET DATE FOR HEARING ON ENTERING INTO A LOAN AND DISBURSEMENT AGREEMENT

430411-30 (N/I)

Dubuque, Iowa

September 8, 2026

The City Council of the City of Dubuque, Iowa, met on September 8, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll 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 hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO._____

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 $2,060,000

WHEREAS, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,060,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. This City Council shall meet on September 21, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,060,000

(WATER REVENUE)

The City Council of the City of Dubuque, Iowa, will meet on September 21, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,060,000 for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Waterworks Utility System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Water Revenue Indebtedness and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dubuque, Iowa.

Adrienne Breitfelder
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $2,060,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 8, 2026.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Water Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

**ORGANIZATION AND ESTABLISHMENT CERTIFICATE:**

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Council-manager-ward form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor

_____, City Manager

_____, Chief Financial Officer

_____, City Clerk

_____, City Treasurer

_____, Council Member/Mayor Pro Tem

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

And I do further certify that the City has provided for the office of Treasurer, and the Council has selected the Treasurer.

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

**OUTSTANDING DEBT CERTIFICATE:**

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the "Utility"), except as follows:

| Date | Type | Principal Amount Outstanding | Maturity |
|---|---|---|---|

**(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility, excluding the proposed issue.)**

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

**PUBLICATION CERTIFICATE:**

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2026.

_____
City Clerk

**(Attach here the publisher's original affidavit with clipping of the notice, as published.)**

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 6.**

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| | |
|---|---|
| **ITEM TITLE:** | Resolution of Necessity for the proposed Amended and Restated Urban Renewal Plan for the Peru Road Urban Renewal Area, Version 2026.1 |
| **SUMMARY:** | City Manager recommending City Council adopt a Resolution of Necessity that: 1) finds that a proposed Amended and Restated Peru Road Urban Renewal Plan (“Plan”) for the Peru Road Urban Renewal Area (“District”) is both necessary and appropriate; and 2) sets a public hearing on the proposed Plan for October 5th, 2026.<br>**RESOLUTION** Of Necessity Finding That Updates To The Peru Road Urban Renewal Plan Are Necessary And That Certain Areas In The Peru Road Urban Renewal Area Should Be Removed From The Area, And Setting Dates Of Hearing And Consultation On A Proposed Amended And Restated Urban Renewal Plan For Said Area |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026 |

**ATTACHMENTS:**

1. MVM Memo Resolution of Necessity for the proposed Amended and Restated Urban Renewal Plan for the Peru Road Urban Renewal Area, Version 2026_1
2. Staff Memo
3. Resolution of Necessity
4. Notice of Public Hearing
5. Attachment A-1 Map
6. Attachment A-2 Map

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution of Necessity for the proposed Amended and Restated Urban Renewal Plan for the Peru Road Urban Renewal Area, Version 2026.1

**DATE:** September 1, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council adopt a Resolution of Necessity that: 1) finds that a proposed Amended and Restated Peru Road Urban Renewal Plan ("Plan") for the Peru Road Urban Renewal Area ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed Plan for October 5th ,2026.

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

Michael C. Van Milligen

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

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Economic Developme
Department
50 West 13th Street
Dubuque, Iowa 52001
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdul

**TO:** Michael Van Milligen, City Manager

**FROM:** Ian Hatch, Assistant Economic Development Director

**SUBJECT:** **Resolution of Necessity for the proposed Amended and Restated Urban Renewal Plan for the Peru Road Urban Renewal Area, Version 2026.1**

**DATE:** August 25, 2026

## INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that: 1) finds that a proposed Amended and Restated Peru Road Urban Renewal Plan ("Plan") for the Peru Road Urban Renewal Area ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed Plan for October 5th ,2026.

## BACKGROUND

The Peru Road Urban Renewal Area was originally established in December 2017 to allow the City to capture tax increment revenue to support redevelopment, primarily the demolition and redevelopment of the soon-to-be-vacated Flexsteel manufacturing facility. The Urban Renewal Plan was updated in December 2018, when the District was expanded to include additional property, including the Prairie Farms facility.

At the time, the City was discussing a potential development agreement with Prairie Farms, and the District was expanded to accommodate future TIF incentives. The 2018 Plan anticipated that Prairie Farms TIF rebates would not exceed $420,000. The District's TIF ordinance was also repealed with the intent of adopting a new ordinance after the Flexsteel site was demolished.

The City Council subsequently approved a development agreement with Prairie Farms on March 18, 2019. However, the Urban Renewal Plan was not updated and a new TIF ordinance was not adopted. As a result, there is currently no active TIF ordinance for the Peru Road Urban Renewal Area.

Before a municipality may exercise the authority provided under Chapter 403 of the Iowa Code, the City Council must adopt a Resolution of Necessity finding that the area qualifies as a slum, blighted, or economic development area and that redevelopment or related activities are necessary for the public health, safety, or welfare. The Resolution also begins the required consultation process with the County and School District.

**DISCUSSION**

City staff recently identified that Prairie Farms TIF rebates had been paid from the Greater Downtown Urban Renewal Area rather than the Peru Road Urban Renewal Area. A total of $41,739.39 was paid from November 2022 through November 2025. The Finance Department, Economic Development Department, and City Attorney's Office have developed a plan to repay the Greater Downtown Urban Renewal Area fund using Greater Downtown Loan Pool funds.

To properly administer the remaining Prairie Farms TIF rebates, the City must adopt a TIF ordinance for the Peru Road Urban Renewal Area. This will allow the City to certify the related debt, begin collecting tax increment from the correct area, and make the remaining payments required under the development agreement.

The need to establish the TIF ordinance also provides an opportunity to update the 2018 Urban Renewal Plan. The Plan contains outdated references to a potential Prairie Farms development agreement, as well as language that should be revised to reflect changes to Iowa's urban renewal and property tax laws, including the 2026 Property Tax Law, SF 2472.

The proposed Plan would also remove the former Flexsteel site, currently identified as Subarea A, from the Peru Road Urban Renewal Area. The property would instead be placed in a new, separate urban renewal area, proposed as the North Jackson Urban Renewal Area.

This change is important because certifying the Prairie Farms TIF debt will begin the statutory 23-fiscal-year lifespan of the Peru Road Urban Renewal Area. Because redevelopment of the former Flexsteel site is not currently underway, leaving the property in the existing District could cause several years of its TIF lifespan to pass before redevelopment occurs. Establishing a separate urban renewal area would allow the City to begin capturing tax increment on the property when a redevelopment project emerges, thereby maximizing the property's future use of TIF.

The 2026 property tax changes also create an urgency to amend the District boundaries so the former Flexsteel site can be placed in a separate urban renewal area and retain the ability to capture the School Foundation levy under the applicable statutory framework.

The Amended and Restated Plan will therefore address three primary items:

- Update the list of urban renewal projects and development agreements;
- Update the Plan's language to reflect current Iowa urban renewal and property tax laws; and
- Amend the District boundaries to remove the former Flexsteel site for inclusion in a separate urban renewal area.

A public building analysis will also be required if the Plan includes the use of tax increment revenues for a public building.

A City Council public hearing on the Amended and Restated Urban Renewal Plan is scheduled for October 5, 2026. The public notice will be published four to twenty days before the meeting, allowing time for completion of the Plan, any required public building analysis, and consultation with the taxing entities.

**RECOMMENDATION/ ACTION STEP**

I recommend the City Council adopt the attached Resolution of Necessity to begin the process of amending and restating the Urban Renewal Plan for the Peru Road Urban Renewal Area, including the changes described above and any other updates determined to be necessary.

Prepared by Joe Link, Economic Development, 1300 Main Street, Dubuque, IA 52001, (563) 589-4393
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

**RESOLUTION NO. _____-26**

**A RESOLUTION OF NECESSITY FINDING THAT UPDATES TO THE PERU ROAD URBAN RENEWAL PLAN ARE NECESSARY AND THAT CERTAIN AREAS IN THE PERU ROAD URBAN RENEWAL AREA SHOULD BE REMOVED FROM THE AREA, AND SETTING DATES OF HEARING AND CONSULTATION ON A PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN FOR SAID AREA.**

WHEREAS, the City Council of the City of Dubuque has heretofore approved the Urban Renewal Plan for the Peru Road Urban Renewal Area (the "Area") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

WHEREAS, City staff has recommended that the Area be reduced by removing Subarea A and that a proposed Amended and Restated Urban Renewal Plan (the "Plan") be prepared to remove such area and to update urban renewal project descriptions and make any other necessary revisions; and

WHEREAS, Chapter 403 of the Iowa Code requires that before urban renewal authority may be exercised, a City Council must adopt a resolution of necessity finding that the area in question is a slum, blighted, or economic development area, and that so designating such area is necessary in the interest of the public health, safety, or welfare of the residents of the municipality.

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

Section 1. That the removal of Subarea A from the Peru Road Urban Renewal Area is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning and local community objectives.

Section 2. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan for the Area to accomplish the foregoing purposes and objectives, to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Plan.

Section 3. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan for the Peru Road Urban Renewal Area on October 5, 2026, at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa 52001. The notice of said hearing shall generally identify the areas covered by the Plan and the general scope of the urban renewal activities planned for

such areas, and said notice shall be published and available to the public not less than four (4) days nor more than twenty (20) days before the date of said meeting.

Section 4. That the Economic Development Director is directed to send by ordinary mail a copy of said Amended and Restated Urban Renewal Plan, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

PASSED, APPROVED, and ADOPTED this 8th day of September, 2026.

_____

Brad M. Cavanagh, Mayor

ATTEST:

_____

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 5th day of October, 2026, at 6:30 p.m. in the Historic Federal Building, City Council Chambers (Second Floor), 350 West 6th Street, Dubuque, Iowa. At said meeting, the City Council will consider a proposed Amended and Restated Urban Renewal Plan (the "Plan") for the Peru Road Urban Renewal Area (the "Area").

The Plan, if approved, would update the list of urban renewal projects to reflect previously approved development agreements, update language to reflect recent changes in Iowa urban renewal law, and remove land from the Area to allow it to be placed in a different Urban Renewal Area. The portion of land to be removed is known as Subarea A.

The area to be removed, referred to as Subarea A of the Area, includes the properties described as follows:

> Commencing at the intersection of the southerly right of way line of East 32nd Street and the westerly right of way line of Jackson Street; thence southwesterly along the southerly right of way line of East 32nd Street to the intersection of the southerly right of way line of East 32nd Street and the westerly right of way line of Central Avenue; thence northwesterly along the westerly right of way line of Central Avenue to the intersection of the northerly right of way line of Aquin Street and its westerly extension; thence northeasterly along the northerly right of way line of Aquin Street to the intersection of the northerly right of way line of Aquin Street and the westerly right of way line of Jackson Street; thence southeasterly along the westerly right of way line of Jackson Street to the point of beginning

all in the City of Dubuque, Iowa.

Copies of the proposed Amended and Restated Plan, the current Urban Renewal Plan for the Area, and any supporting documents for the public hearing are on file in the City Clerk's Office, 50 W. 13th Street, and may be viewed during normal working hours.

Any visual or hearing-impaired persons needing special assistance or persons with special accessibility needs should contact the City Clerk's Office at (563) 589-4120 or TTY (563) 690-6678 at least forty-eight (48) hours prior to the meeting.

Published by order of the City Council given on the 8th day of September, 2026.

Adrienne N. Breitfelder, City Clerk

# 2026.1 ATTACHMENT A-1 PERU ROAD URBAN RENEWAL AREA




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8/20/2026

# 2026.1 ATTACHMENT A-2 PERU ROAD URBAN RENEWAL AREA



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September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 7.**

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| | |
|---|---|
| **ITEM TITLE:** | Resolution of Necessity for the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area |
| **SUMMARY:** | City Manager recommending City Council adopt a Resolution of Necessity that: 1) finds that the proposed North Jackson Urban Renewal Area ("Area") is a mixed blighted and economic development area as defined in Iowa Code Chapter 403, Urban Renewal, and that the Area is appropriate for an urban renewal project; 2) directs the City Manager to prepare a proposed Urban Renewal Plan for the Area; and 3) sets a public hearing on the proposed Plan for October 5, 2026.<br>**RESOLUTION** Of Necessity Finding That Certain Property Near 32nd And Jackson Streets Is An Urban Renewal Area, Meets The Definition Of A Mixed Blighted And Economic Development Area Under Urban Renewal Law, And That Development Of Said Area Is Necessary In The Interest Of The Residents Of The City Of Dubuque, Iowa, Authorizing And Directing The City Manager To Prepare An Urban Renewal Plan For The North Jackson Urban Renewal Area, And Setting Dates Of Hearing And Consultation On A Proposed Urban Renewal Plan For Said Area |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026 |

**ATTACHMENTS:**

1. MVM Memo Resolution of Necessity for the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area
2. Staff Memo
3. Notice of Public Hearing
4. Resolution of Necessity
5. Attachment A - Map

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*Masterpiece on the Mississippi*

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

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution of Necessity for the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area

**DATE:** September 1, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council adopt a Resolution of Necessity that: 1) finds that the proposed North Jackson Urban Renewal Area ("Area") is a mixed blighted and economic development area as defined in Iowa Code Chapter 403, Urban Renewal, and that the Area is appropriate for an urban renewal project; 2) directs the City Manager to prepare a proposed Urban Renewal Plan for the Area; and 3) sets a public hearing on the proposed Plan for October 5, 2026.

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

Michael C. Van Milligen

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

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Economic Developme
Department
50 West 13th Street
Dubuque, Iowa 52001
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdul

**TO:** Michael Van Milligen, City Manager

**FROM:** Ian Hatch, Assistant Economic Development Director

**SUBJECT:** **Resolution of Necessity for the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area**

**DATE:** August 27, 2026

## INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that: 1) finds that the proposed North Jackson Urban Renewal Area ("Area") is a mixed blighted and economic development area as defined in Iowa Code Chapter 403, Urban Renewal, and that the Area is appropriate for an urban renewal project; 2) directs the City Manager to prepare a proposed Urban Renewal Plan for the Area; and 3) sets a public hearing on the proposed Plan for October 5, 2026.

## BACKGROUND

The North Jackson Urban Renewal Area will be an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the Area in order to promote redevelopment activities. The Area will be created for blight mitigation and redevelopment of the property that formerly housed the Flexsteel manufacturing facility near 32nd Street and Jackson Street.

Before a municipality can exercise the authority conferred by Chapter 403, a Resolution of Necessity must be adopted finding that the area being considered for urban renewal district designation is a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

**DISCUSSION**

The proposed North Jackson Urban Renewal Area encompasses the former Flexsteel manufacturing facility near 32nd Street and Jackson Street. The Flexsteel manufacturing facility operated from 1897 until vacated in 2018. The manufacturing facility sat vacant until Flexsteel completed deconstruction of the site in 2019. What remains is a brownfield consisting of bare ground and concrete slabs. The land is in need of redevelopment.

The former Flexsteel site was previously included in the Peru Road Urban Renewal Area. City Staff have deemed it strategic and appropriate to remove the land from the Peru Road Urban Renewal Area and place it in a new, separate Urban Renewal Area. Creating a separate urban renewal area will avoid starting the 23-year division of revenue until a viable project is identified.

The attached Resolution finds that the Area is a mixed blighted and economic development area as defined in Iowa Code Chapter 403, and that the Area is appropriate for an urban renewal project and directs staff to prepare an Urban Renewal Plan for the Area, setting forth the area to be included and the urban renewal projects that are currently expected to be undertaken in the Area. Staff will also forward the Plan to the City's Long Range Planning Advisory Commission for review and comment and to begin the consultation process required by law with affected taxing entities.

A City Council public hearing on the Urban Renewal Plan will be scheduled for October 5, 2026. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

**RECOMMENDATION/ ACTION STEP**

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of creating the Urban Renewal Plan for the Peru Road Urban Renewal Area.

The proposed Plan will provide for the use of tools that encourage investment and development activities in the Area and support revitalization within the Area and the community at large.

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 5th day of October, 2026, at 6:30 p.m. in the Historic Federal Building, City Council Chambers (Second Floor), 350 West 6th Street, Dubuque, Iowa, at which meeting the City Council will consider a proposed Urban Renewal Plan (the "Plan") for the North Jackson Urban Renewal Area (the "Area").

The Plan, if approved, would create the Area and provide information concerning the urban renewal projects to be undertaken in accordance with the Plan. The City Council previously has found that the new Area meets the definition of a mixed blighted and economic development area in Chapter 403 of the Iowa Code.

The Area, referred to as the North Jackson Urban Renewal Area, includes the properties described as follows:

> Lots 1 and 2 of Great Western Subdivision No. 3, and also including the Public Right of Way of Jackson Street abutting thereto; and
>
> Lot 2 of Great Western Subdivision No. 1; and
>
> Lot 1 of Great Western Subdivision No. 4; and
>
> Lot 2 of Great Western Subdivision No. 2; and
>
> Lot 1 of Great Western Subdivision No. 2, and also including the Public Right of Way of Jackson Street abutting thereto

all in the City of Dubuque, Iowa.

At the above meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. Written comments regarding the proposed Plan may be submitted to the City Clerk's Office by noon on the date of said public hearing.

Copies of the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area, and any supporting documents for the public hearing are on file in the City Clerk's Office, 50 W. 13th Street, and may be viewed during normal working hours.

Any visual or hearing-impaired persons needing special assistance or persons with special accessibility needs should contact the City Clerk's Office at (563) 589-4120 or TTY (563) 690-6678 at least 48 hours prior to the meeting.

Published by order of the City Council given on the 8th day of September, 2026.

Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. _____-26**

**A RESOLUTION OF NECESSITY FINDING THAT CERTAIN PROPERTY NEAR 32ND AND JACKSON STREETS IS AN URBAN RENEWAL AREA, MEETS THE DEFINITION OF A MIXED BLIGHTED AND ECONOMIC DEVELOPMENT AREA UNDER URBAN RENEWAL LAW, AND THAT DEVELOPMENT OF SAID AREA IS NECESSARY IN THE INTEREST OF THE RESIDENTS OF THE CITY OF DUBUQUE, IOWA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN URBAN RENEWAL PLAN FOR THE NORTH JACKSON URBAN RENEWAL AREA, AND SETTING DATES OF HEARING AND CONSULTATION ON A PROPOSED URBAN RENEWAL PLAN FOR SAID AREA.**

WHEREAS, the City Council of the City of Dubuque has determined that the creation of the North Jackson Urban Renewal Area (the "Area") will stimulate, through public involvement and commitment, blight mitigation and private investment in redevelopment activity; and

WHEREAS, the City Council has determined that the area described in Attachment A to this Resolution meets the definition of a mixed blighted and economic development area as defined in Chapter 403 "Urban Renewal" of the Iowa Code; and

Whereas, Chapter 403 of the Iowa Code requires that before urban renewal authority may be exercised, a City Council must adopt a resolution of necessity finding that the area in question is a slum, blighted, or economic development area, and that so designating such area is necessary in the interest of the public health, safety, or welfare of the residents of the municipality.

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

Section 1. That the proposed North Jackson Urban Renewal Area, as generally described in Attachment A and Attachment B to this Resolution, is a mixed blighted and economic development area as defined by Chapter 403 of the Iowa Code and is appropriate for an urban renewal project.

Section 2. That the development of the North Jackson Urban Renewal Area is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning and local community objectives.

Section 3. That the City Manager is authorized and directed to prepare an Urban Renewal Plan for the North Jackson Urban Renewal Area, to forward said Plan to the City's Long Range Planning Advisory Commission for review and comment, and to begin the consultation process required by law with affected taxing entities.

Section 4. That the City Council hold a public hearing on the adoption of the proposed Urban Renewal Plan for the North Jackson Urban Renewal Area on October 5,

2026, at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa 52001. The notice of said hearing shall generally identify the areas covered by the Plan and the general scope of the urban renewal activities planned for such areas, and said notice shall be published and available to the public not less than four (4) days nor more than twenty (20) days before the date of said meeting.

Section 5. That the Economic Development Director is directed to send by ordinary mail a copy of said Plan, the notice of public hearing, a notice of consultation, and, to the extent the Plan includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

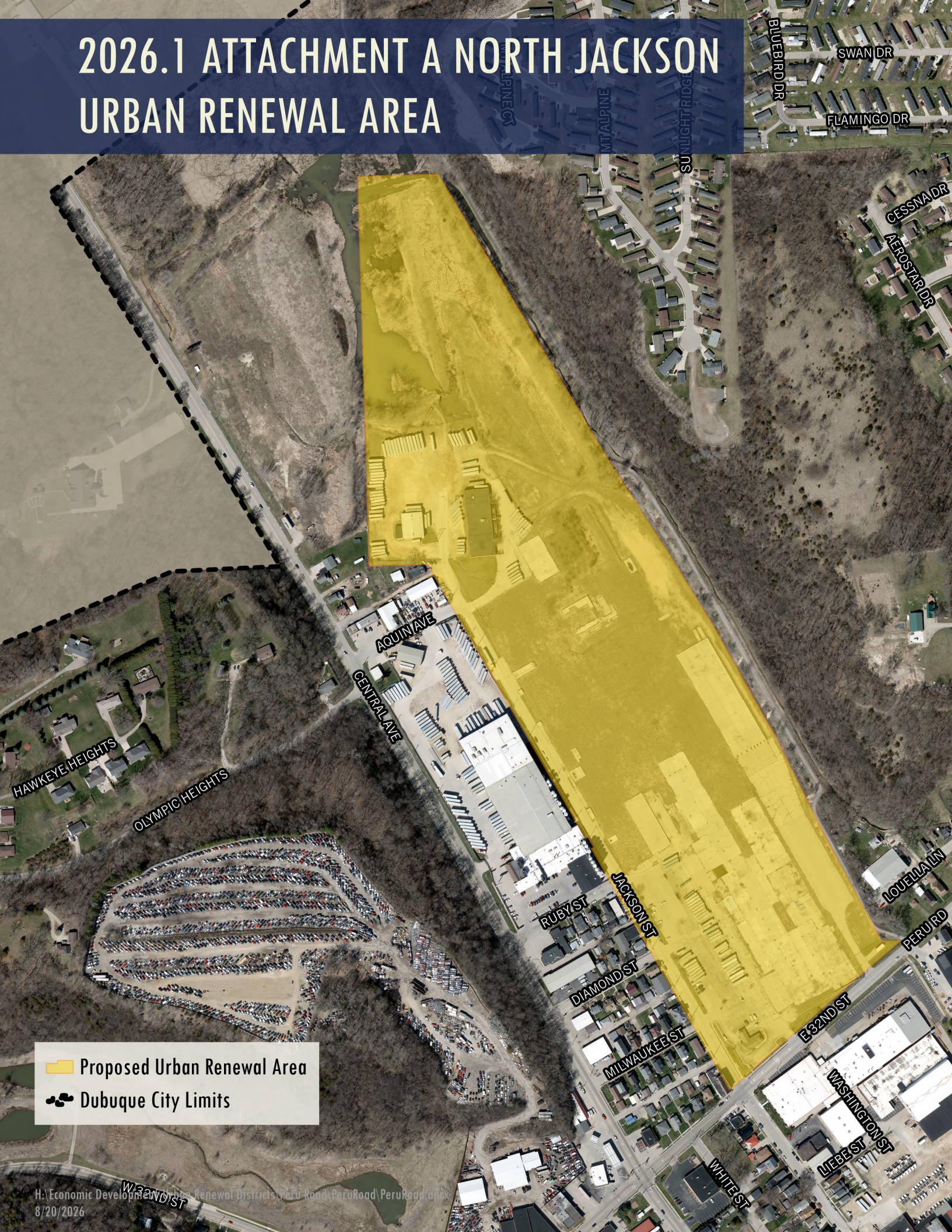
PASSED, APPROVED, and ADOPTED this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

# 2026.1 ATTACHMENT A NORTH JACKSON URBAN RENEWAL AREA




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8/20/2026

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September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 8.**

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| | |
|---|---|
| **ITEM TITLE:** | Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, Version 2026.1 |
| **SUMMARY:** | City Manager recommending City Council adopt the Resolution of Necessity that: 1) finds that an Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area is both necessary and appropriate; and 2) sets a public hearing on the proposed plan for October 5, 2026<br>**RESOLUTION** Of Necessity Finding That Certain Areas To Be Included Within The Switch Homes Housing Urban Renewal Area Meet The Definition Of An Economic Development Area Under Urban Renewal Law, And That Development Of Said Areas Are Necessary In The Interest Of The Residents Of The City Of Dubuque, Iowa, And Setting Dates Of Hearing And Consultation On A Proposed Amended And Restated Urban Renewal Plan For Said Area |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026 |

**ATTACHMENTS:**

1. MVM Memo Resolution of Necessity Proposed Amended Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, Version 2026_1
2. Staff Memo
3. Notice of Public Hearing
4. Resolution of Necessity
5. Attachment A - Map

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, Version 2026.1

**DATE:** September 1, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the Resolution of Necessity that: 1) finds that an Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area is both necessary and appropriate; and 2) sets a public hearing on the proposed plan for October 5, 2026.

The proposed Plan would update language to accurately reflect changes to Iowa Urban Renewal Law stemming from Senate File 2472, including changes to the duration of TIF ordinances and changes to the Low and Moderate Income set aside (LMI set aside).

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
Ian Hatch, Assistant 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:** Ian Hatch, Assistant Economic Development Director

**SUBJECT:** Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, Version 2026.1

**DATE:** August 27, 2026

## INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that: 1) finds that an Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area is both necessary and appropriate; and 2) sets a public hearing on the proposed plan for October 5, 2026.

The proposed Plan would update language to accurately reflect changes to Iowa Urban Renewal Law stemming from Senate File 2472, including changes to the duration of TIF ordinances and changes to the Low and Moderate Income set aside (LMI set aside).

## BACKGROUND

The Dubuque City Council approved the Urban Renewal Plan (the Plan) for the Switch Homes Housing Urban Renewal Area (the Area) by Resolution 219-23 dated July 5, 2023.

The Switch Homes Housing Urban Renewal Area (the “Area”) is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the Area in order to promote housing and residential development activities. The Area was created primarily for the development of a residential district (Switch Homes) and infrastructure improvements including but limited to installation of fiber conduit and vaults, sanitary, storm, and combined sewers, waterworks and watermain extensions, and drainage conduits, channels, and levees.

**DISCUSSION**

The primary goal of the Amended and Restated Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by the Iowa Code Section 403.17(12) and to provide for infrastructure improvements to that area. This proposed Amended and Restated Plan would result in improved roads and utilities in the Area.

The attached Resolution directs staff to prepare an Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, to update language based on recent changes to Urban Renewal law under Senate File 2472. The Iowa General Assembly passed Senate File 2472 during the 2026 legislative session. The bill included changes to major provisions of Iowa urban renewal law and tax increment financing (TIF). Because of these changes, some language used in the most recent version of the Plan is no longer up to date. An example includes language discussing the duration of TIF ordinances. Under previous Iowa law, TIF ordinances for market rate housing urban renewal areas, such as the Switch Homes Housing Urban Renewal Area, were limited to 10 fiscal years. Under SF 2472, new TIF ordinances for market rate housing urban renewal areas are limited to 23 fiscal years. There is language in the Plan that specifically refers to the prior rule of 10 years, which must be updated.

Furthermore, language referring to the Low and Moderate Income (LMI) set aside must be removed. Under previous Iowa law, urban renewal areas for market rate housing were required to set aside a portion of tax increment generated (38.1% in Dubuque) to be used for supporting Low and Moderate Income housing projects and programs throughout the community. Senate File 2472 repealed the LMI set aside, meaning no new revenue can be specifically diverted and set aside from LMI purposes. Language in the Plan must be updated to reflect this change.

Per Chapter 403 of Iowa Code, staff are required to hold a consultation process with the affected taxing entities giving them the opportunity to comment on the proposed Plan prior to the required public hearing by the City Council. Additionally, to the extent the Plan includes the use of tax increment revenues for a public building, an analysis must be provided demonstrating alternative development and funding options for such public buildings.

A City Council public hearing on the Urban Renewal Plan will be scheduled for October 5, 2026. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

**RECOMMENDATION/ ACTION STEP**

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of preparing the Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area to include the above-described changes and any other applicable updating that may be necessary.

The proposed Plan will provide for the continued use of tools that encourage investment and development activities in the Area and support revitalization within the Area and the community at large.

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 5th day of October, 2026, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa. At said meeting the City Council will consider a proposed Amended and Restated Urban Renewal Plan ("the Plan") for the Switch Homes Urban Renewal Area ("the Area"). The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://cityofdubuque.novusagenda.com/AgendaPublic/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

The Amended and Restated Plan for the Switch Homes Housing Urban Renewal Area is proposed to assist local officials promote housing and residential development in the City of Dubuque ("the City"). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by the Iowa Code Section 403.17(12). The proposed Plan, if approved, would include public improvements related to housing and residential development within public rights-of-way and project activities that may be undertaken in order to achieve the objectives of the Plan.

The Switch Homes Housing Urban Renewal Area is legally described as follows:

> All of The Farm in the City of Dubuque, Iowa, according to the Final Plat recorded as Instrument #2024-00004916, records of Dubuque County, Iowa, and all of the adjacent right of way of West 32nd Street and all of the adjacent right of way of Northwest Arterial, excepting therefrom Lot 85 of The Farm in the City of Dubuque, Iowa; and
>
> Lot 1 of MZH West 32nd Addition, in the City of Dubuque, according to the Plat of Survey recorded as Instrument #2026-00008836, records of Dubuque County, Iowa, and all of the adjacent right of way of West 32nd Street; and
>
> Lot 1 & Lot 2 of MZH West 32nd Addition #2, in the City of Dubuque, Iowa, according to the Plat of Survey recorded as Instrument #2026-00008837, records of Dubuque County, Iowa, and all of the adjacent right of way of West 32nd Street
>
> all in the City of Dubuque, Iowa

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. Written comments regarding the proposed Plan may be submitted to the City Clerk's Office on or before said time of public hearing.

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, 50 W. 13th Street, and may be viewed during normal working hours. Agendas can be accessed at https://www.cityofdubuque.org/Agendas.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 8th day of September, 2026.

Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. ___-26**

**A RESOLUTION OF NECESSITY FINDING THAT CERTAIN AREAS TO BE INCLUDED WITHIN THE SWITCH HOMES HOUSING URBAN RENEWAL AREA MEET THE DEFINITION OF AN ECONOMIC DEVELOPMENT AREA UNDER URBAN RENEWAL LAW, AND THAT DEVELOPMENT OF SAID AREAS ARE NECESSARY IN THE INTEREST OF THE RESIDENTS OF THE CITY OF DUBUQUE, IOWA, AND SETTING DATES OF HEARING AND CONSULTATION ON A PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN FOR SAID AREA.**

Whereas, the City Council of the City of Dubuque has heretofore approved the Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area (the "Area") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff have recommended that the Plan be amended to update language in accordance with recent changes to Chapter 403 of the Iowa Code stemming from SF 2472, and that the proposed Amended and Restated Urban Renewal Plan ("Plan") be updated to include additional urban renewal project descriptions and make any other necessary revisions; and

Whereas, Chapter 403 of the Iowa Code requires that before urban renewal authority may be exercised, a City Council must adopt a resolution of necessity finding that the area in question is a slum, blighted or economic development area, and that so designating such area is necessary in the interest of the public health, safety or welfare of the residents of the municipality.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area to accomplish the foregoing purposes and objectives, and to include in such Plan any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Plan.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan for the South Pointe Housing

Urban Renewal Area on October 5, 2026, at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa 52001. The notice of said hearing shall generally identify the areas covered by the Plan and the general scope of the urban renewal activities planned for such areas, and said notice shall be published and available to the public not less than four (4) days nor more than twenty (20) days before the date of said meeting.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of said Plan, the notice of public hearing, a notice of consultation, and, to the extent the Plan includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

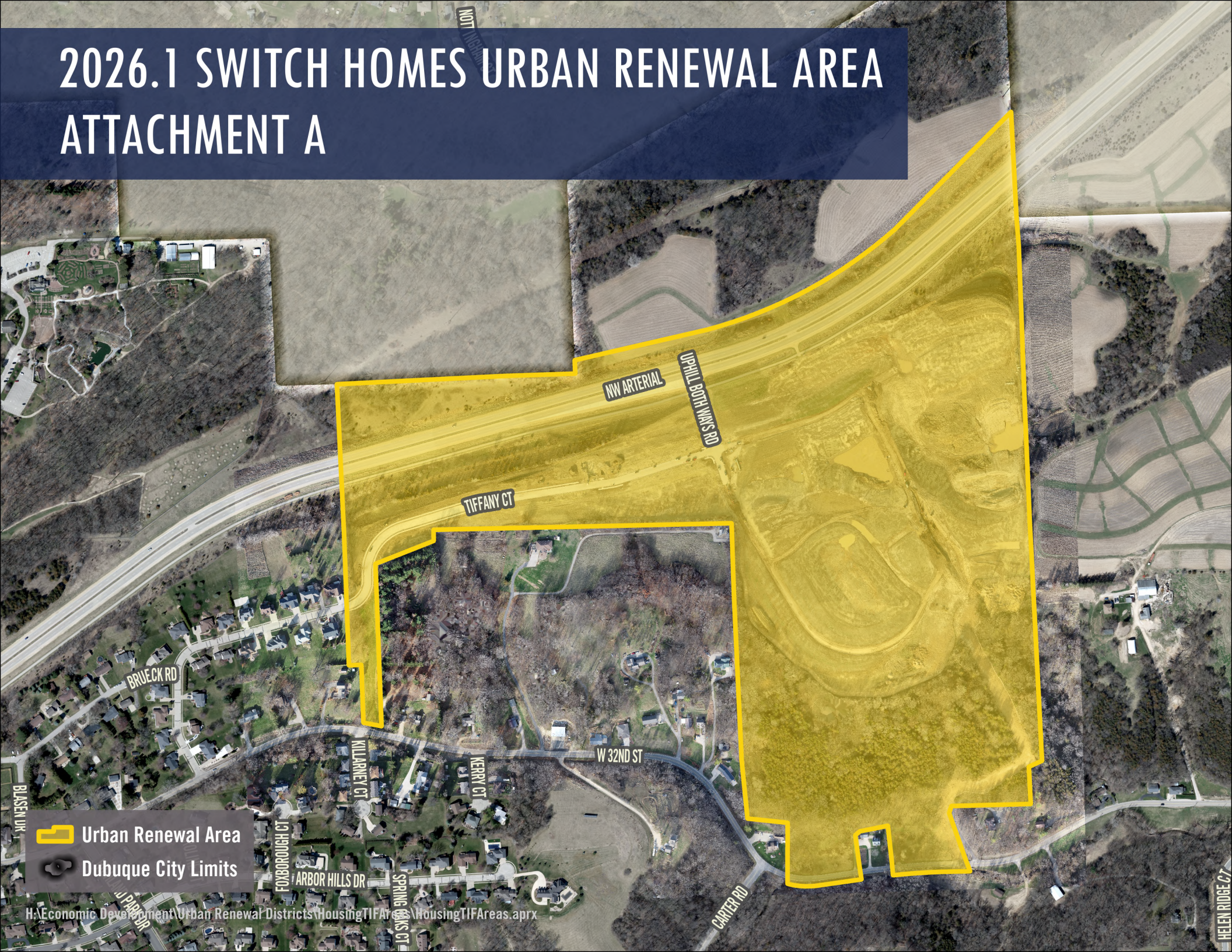
PASSED, APPROVED and ADOPTED this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

# 2026.1 SWITCH HOMES URBAN RENEWAL AREA
# ATTACHMENT A



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September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 9.**

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| | |
|---|---|
| **ITEM TITLE:** | Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.2 |
| **SUMMARY:** | City Manager recommending City Council approve a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.<br>**RESOLUTION** Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2026.2 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2026.2 For Said District |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026 |

**ATTACHMENTS:**

1. MVM Memo Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026_2
2. Staff Memo
3. Resolution of Necessity
4. Notice of Public Hearing
5. Attachment A-1 Map
6. Attachment A-2 Map

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.2

**DATE:** September 3, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council approve a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would remove property from Subarea E of the District, and also update language to reflect recent changes in urban renewal law.

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
Ian Hatch, Assistant 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:** Ian Hatch, Assistant Economic Development Director

**SUBJECT:** Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.2

**DATE:** August 26th, 2026

## INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would remove property from Subarea E of the District, and also update language to reflect recent changes in urban renewal law.

## BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y).

Before a municipality can exercise the authority conferred by Iowa Code Chapter 403 Urban Renewal, a Resolution of Necessity must be adopted finding that the area being considered for urban renewal district designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

**DISCUSSION**

This proposed amendment of the Dubuque Industrial Center Economic Development District would result in the removal of property from Subarea E. As an existing urban renewal area that was subject to a TIF ordinance prior to the recent legislative changes enacted in Senate File 2472, the lifespan of Subarea E is limited to twenty fiscal years. Based on this limited lifespan, Subarea E of the District in which this property is located will have its “TIF sunset” in 2036. If the property were to remain in Subarea E, the City would be unable to provide full future economic development incentives.

The removal of property from Subarea E is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, Outfly Development, LLC, and Verena Ct Exchange, LLC, as amended. The property will be designated as a new subarea in a subsequent Urban Renewal Plan.

The property will still remain within the Dubuque Industrial Center Economic Development District Urban Renewal Area.

The attached Resolution directs staff to prepare a Version 2026.2 Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District. Additionally, staff is required to hold a consultation process, required by law, with the affected taxing entities concerning the proposed Plan.

A City Council public hearing on the 2026.2 Amended and Restated Urban Renewal Plan will be scheduled for October 5, 2026. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

**RECOMMENDATION / ACTION STEP**

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan for Dubuque Industrial Center Economic Development District.

**RESOLUTION NO. ___-26**

**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2026.2 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2026.2 FOR SAID DISTRICT.**

**WHEREAS,** the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

**WHEREAS,** City staff has recommended that the Plan be further amended to remove property from the District; and

**WHEREAS,** Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2026.2 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the

consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2026.2 for the Dubuque Industrial Center Economic Development District on October 5, 2026 at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2026.2 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2026.2, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2026.2 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

PASSED, APPROVED and ADOPTED this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 5th day of October, 2026, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa. At said meeting the City Council will consider a proposed Amended and Restated Urban Renewal Plan Version 2026.2 for the Dubuque Industrial Center Economic Development District ("the District"). The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

The proposed Plan Version 2026.2, if approved, would remove property from the District as shown in the proposed Amended and Restated Urban Renewal Plan Version 2026.2.

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.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

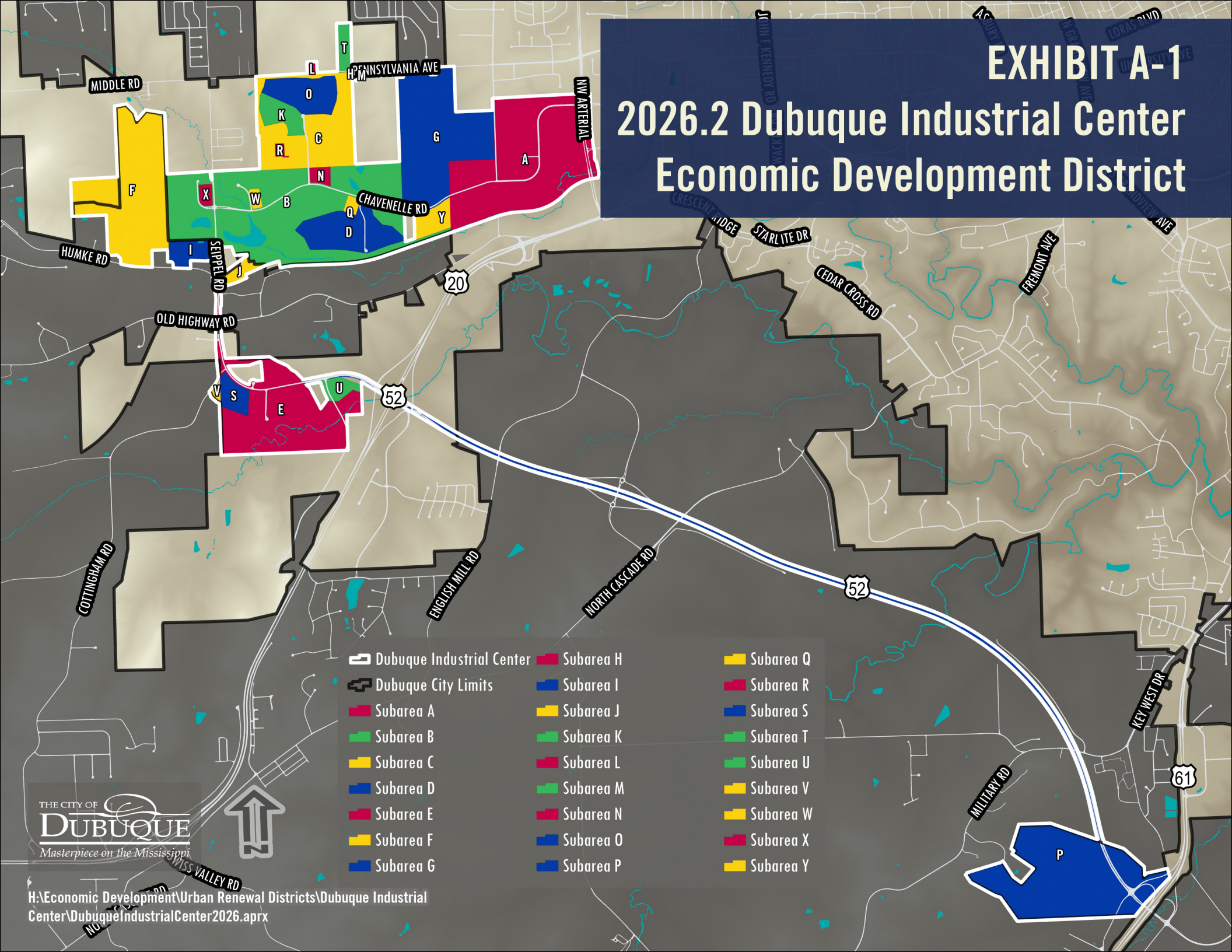
Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 8th day of September, 2026.

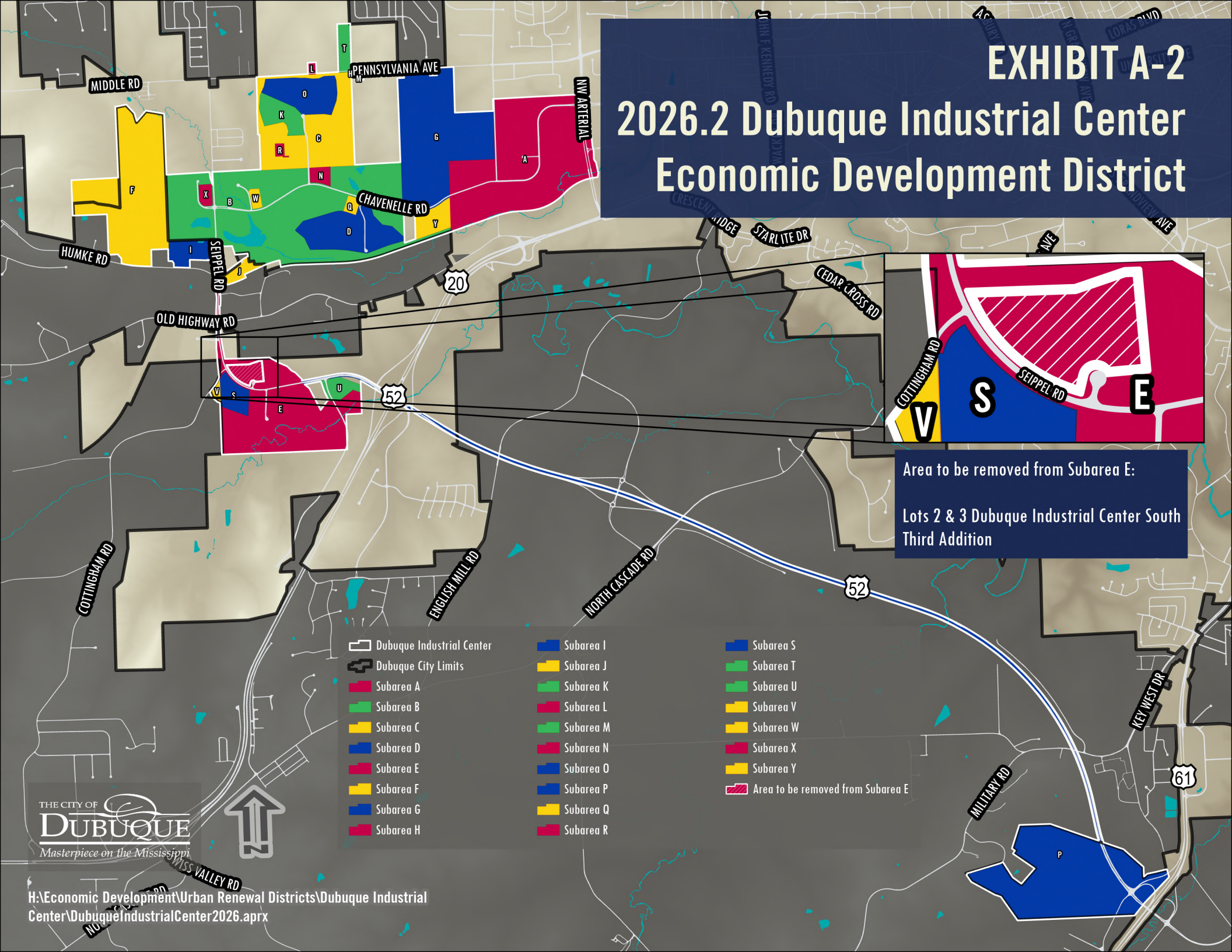
Adrienne N. Breitfelder, City Clerk

# EXHIBIT A-1
# 2026.2 Dubuque Industrial Center Economic Development District




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# EXHIBIT A-2
# 2026.2 Dubuque Industrial Center Economic Development District




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Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 10.**

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| | |
|---|---|
| **ITEM TITLE:** | Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.3 |
| **SUMMARY:** | City Manager recommending City Council approve a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.<br>**RESOLUTION** Authorizing And Directing The City Manager To Prepare An Amended And Restated Urban Renewal Plan Version 2026.3 For The Dubuque Industrial Center Economic Development District, Setting A Date For The Public Hearing, And Directing The Consultation Process On The Proposed Amended And Restated Urban Renewal Plan Version 2026.3 For Said District |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2026 |

**ATTACHMENTS:**

1. MVM Memo Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026_3
2. Staff Memo
3. Notice of Public Hearing
4. Resolution of Necessity
5. Attachment A-1 Map
6. Attachment A-2 Map

THE CITY OF DUBUQUE
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Dubuque All-America City 2007•2012•2013 2017★2019

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.3

**DATE:** September 3, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council approve a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would expand the District to include property to be designated as a new Subarea Z, as referenced in a Development Agreement with Outfly Development, LLC and Verena Ct Exchange, LLC. The Plan also updates the Public Purpose Activities to include Verena Ct Exchange, LLC, and updates other language to reflect recent changes in urban renewal law.

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
Ian Hatch, Assistant 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:** Ian Hatch, Assistant Economic Development Director

**SUBJECT:** Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.3

**DATE:** August 27, 2026

## INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Necessity that finds that: 1) an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District ("District") is both necessary and appropriate; and 2) sets a public hearing on the proposed amendment for October 5, 2026.

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would expand the District to include property to be designated as a new Subarea Z, as referenced in a Development Agreement with Outfly Development, LLC and Verena Ct Exchange, LLC. The Plan also updates the Public Purpose Activities to include Verena Ct Exchange, LLC, and updates other language to reflect recent changes in urban renewal law.

## BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden

Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y).

Before a municipality can exercise the authority conferred by Iowa Code Chapter 403 Urban Renewal, a Resolution of Necessity must be adopted finding that the area being considered for urban renewal district designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

**DISCUSSION**

This proposed expansion and amendment of the Dubuque Industrial Center Economic Development District would result in the addition of property, to be designated as a new Subarea Z, that was previously removed from Subarea E. The expansion of the District is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement by and between the City of Dubuque, Iowa, Outfly Development, LLC, and Verena Ct Exchange, LLC.

The attached Resolution directs staff to prepare a Version 2026.3 Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District. Additionally, staff is required to hold a consultation process, required by law, with the affected taxing entities concerning the proposed Plan.

A City Council public hearing on the 2026.3 Amended and Restated Urban Renewal Plan will be scheduled for October 5, 2026. The public notice will be published four to twenty days before the meeting to allow for the appropriate publication requirements. This will allow time for preparation of the Plan and the consultation process with the taxing entities.

**RECOMMENDATION / ACTION STEP**

I recommend the City Council adopt the attached Resolution of Necessity that begins the process of drafting the Amended and Restated Urban Renewal Plan for Dubuque Industrial Center Economic Development District.

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 5th day of October, 2026, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa. At said meeting the City Council will consider a proposed Amended and Restated Urban Renewal Plan Version 2026.3 for the Dubuque Industrial Center Economic Development District ("the District"). The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

The proposed Plan Version 2026.3, if approved, would expand the District to include a new Subarea Z, as shown in the proposed Amended and Restated Urban Renewal Plan Version 2026.3.

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.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 8th day of September, 2026.

Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. ___-26**

**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2026.3 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2026.3 FOR SAID DISTRICT.**

**WHEREAS,** the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

**WHEREAS,** City staff has recommended that the Plan be further amended to expand the District by including a new Subarea Z, as shown in the Amended and Restated Urban Renewal Plan, Version 2026.3 for the Dubuque Industrial Center Economic Development District; and

**WHEREAS,** Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2026.3 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project

activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2026.3 for the Dubuque Industrial Center Economic Development District on October 5, 2026 at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2026.3 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2026.3, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2026.3 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

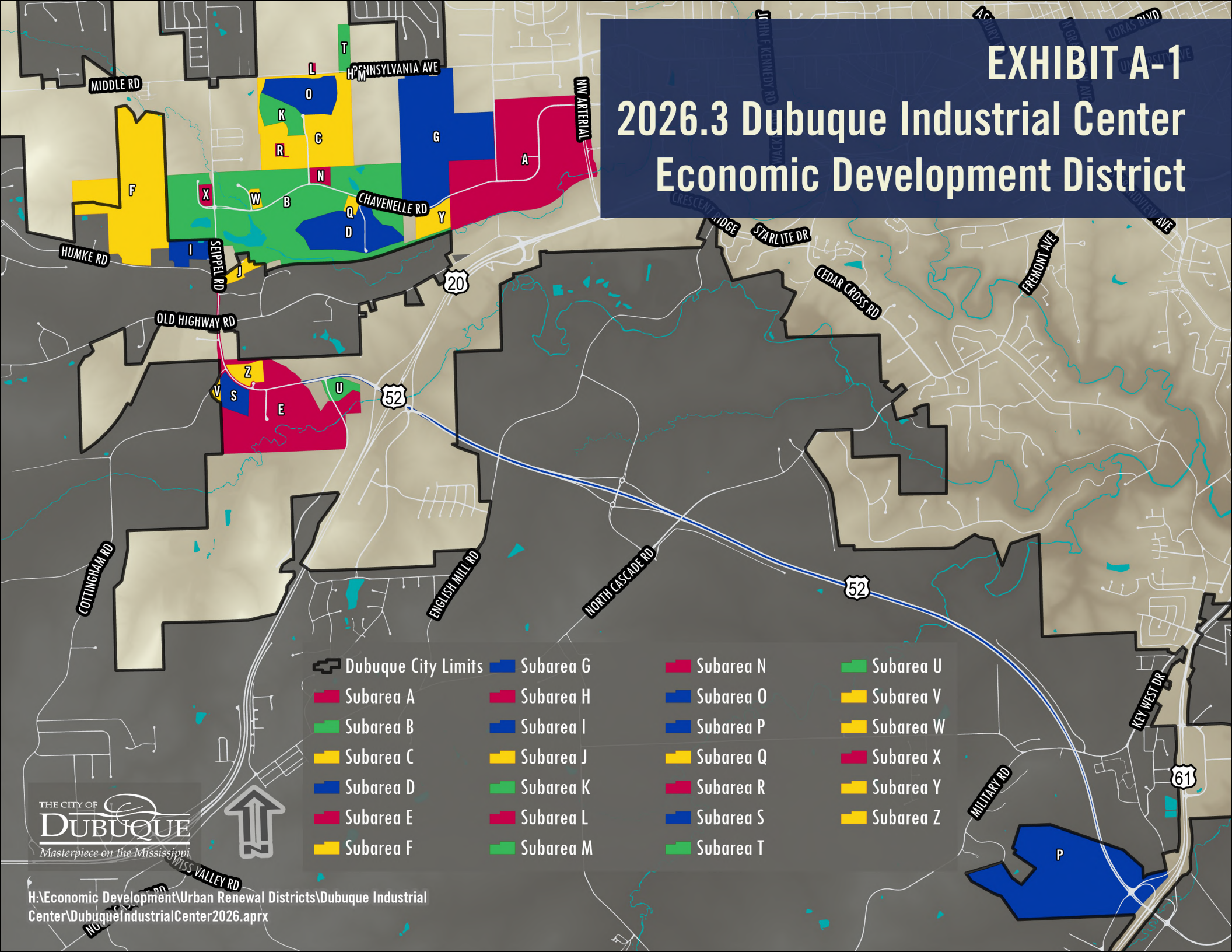
PASSED, APPROVED and ADOPTED this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

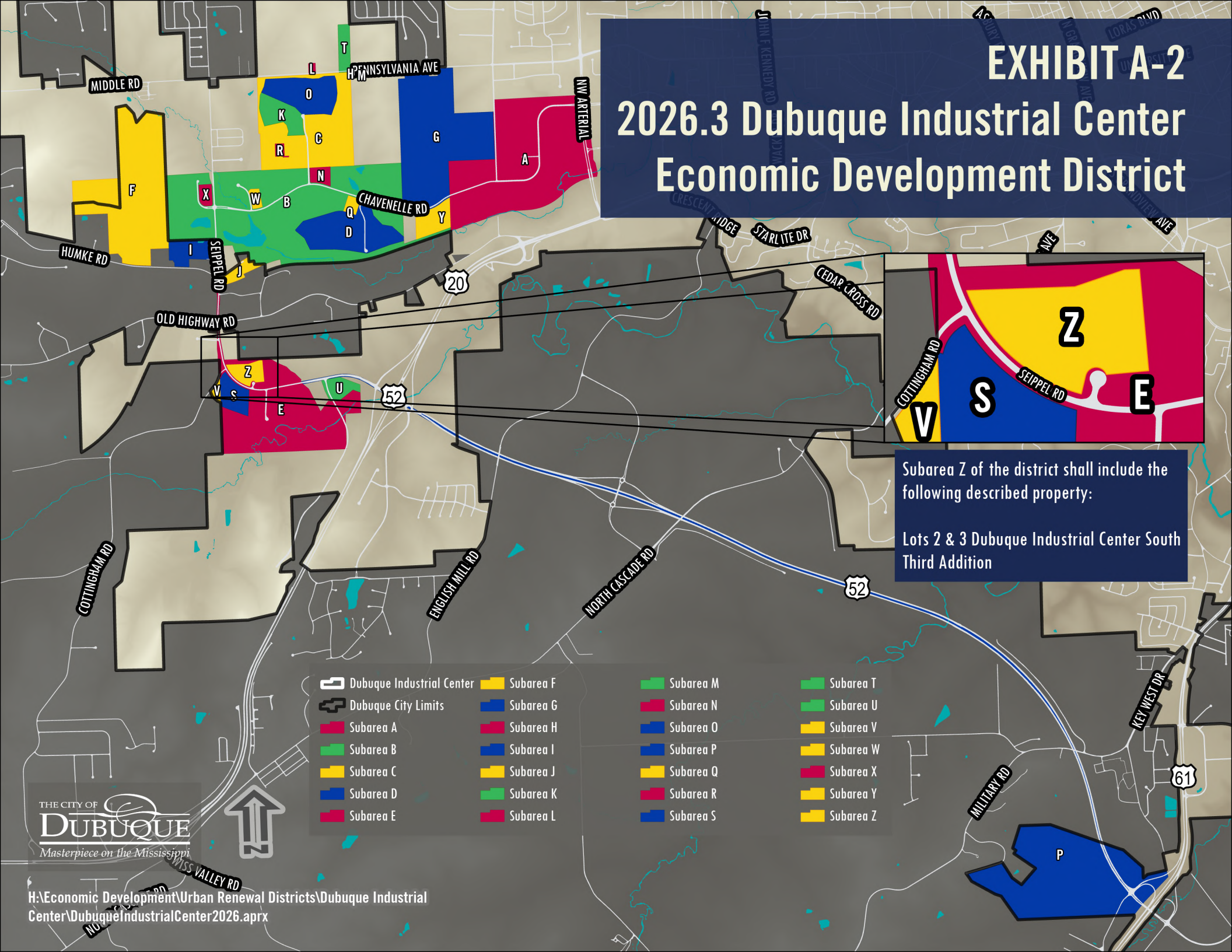
# EXHIBIT A-1
# 2026.3 Dubuque Industrial Center Economic Development District




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# EXHIBIT A-2

# 2026.3 Dubuque Industrial Center Economic Development District




Subarea Z of the district shall include the following described property:

Lots 2 & 3 Dubuque Industrial Center South Third Addition

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September 8, 2026

**City of Dubuque**
**City Council**

**BOARDS/COMMISSIONS # 1.**

---

**ITEM TITLE:** Boards and Commission Appointments

**SUMMARY:** Appointments to the following commissions to be made at this meeting.

**Airport Commission**
Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)
Applicants:
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

**Housing Commission**
One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)
Applicant:
Amy Eudaley, 950 Wood St.

*Due to technical issues, the applications were unable to be included with the agenda packet. They have been uploaded to the City's website via the following links:*
Airport Commission: https://cityofdubuque.org/DocumentCenter/View/65522/Airport-Commission-Applicants
Housing Commission: https://cityofdubuque.org/DocumentCenter/View/65523/Housing-Commission-Applicant

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**
1. Overview Sheet
2. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE**
**BOARDS AND COMMISSIONS**
**For the Council Meeting on,**
**Tuesday, September 8, 2026**
**6:30 p.m., Historic Federal Building, 350 W. 6th Street**

**APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.**

**Airport Commission**
Two, 4-Year terms through September 14, 2030 (Expiring terms of Phillips and Blocker)
Applicants:
Michael Finnin, 1129 Hunters Ridge
Michael Phillips, 955 Washington St.
Molly Grover, 2245 Green St.
Matthew Mohr, 560 Sunset Ridge

**Housing Commission**
One, 3-Year term through August 17, 2029 (Expiring term of Eudaley)
Applicant:
Amy Eudaley, 950 Wood St.

# 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 | 6/30/27 |
| Public Member 3 | Sara | Steuer | 6/30/27 |
| Arts Rep. 1 | Shirley | Davis-Orwoll | 6/30/28 |
| Arts Rep. 2 | Doug | Donald | 6/30/29 |
| Arts Rep. 3 | David | Barba | 6/30/29 |
| Arts Rep. 4 | Gail | Chavenelle | 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 | Rod | Schumacher | 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 | 7/1/29 |
| Public Member 2 | Tasha | Rosenbaum | 7/1/29 |
| 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 | 7/1/29 |
| Public Member 2 | Georgina | Guerrero | 7/1/29 |
| Public Member 3 | Ronald | Tigges | 7/1/29 |
| 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 | Rakitta | Fischer | 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 | Paul | Uzel | 2/15/29 |

## HISTORIC PRESERVATION COMMISSION
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

| | | | |
|---|---|---|---|
| Architect At-Large 1 | Christina | Monk | 7/1/29 |
| Cathedral District 1 | Open | Open | 7/1/26 |
| Jackson Park District 1 | Janice | Esser | 7/1/28 |
| Langworthy District 1 | Chad | Witthoeft | 7/1/29 |
| Old Main District 1 | Matthew | Kline | 7/1/27 |
| Public Member 1 | Heidi | Pettitt | 7/1/27 |
| Public Member 2 | Bill | Doyle | 7/1/27 |
| Public Member 3 | Tim | Gau | 7/1/27 |
| West 11th District 1 | Rick | Stuter | 7/1/28 |
| Interim District Rep. 1 | Adam | Schwendinger | NA |

## HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

| | | | |
|---|---|---|---|
| Public Member 1 | Mary | Gotz | 1/1/27 |
| Public Member 2 | Luke | Hoffmann | 1/1/27 |
| Public Member 3 | Cole | Hansen | 1/1/27 |
| Public Member 4 | Lynn | Sutton | 1/1/27 |
| Public Member 5 | Jeff | Lenhart | 1/1/27 |

## HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

| | | | |
|---|---|---|---|
| Public Member 1 | Renee | Kehoe | 8/17/27 |
| Public Member 2 | Ross | Janes | 8/17/27 |
| Public Member 3 | Rick | Merfeld | 8/17/28 |
| Public Member 4 | Open | Open | 8/17/27 |
| Public Member 5 | Cathy | Dickens | 8/17/27 |
| Public Member 6 | Wyatt | Pierce | 8/17/28 |
| Public Member 7 | Open | Open | 8/17/29 |
| 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 | Anthony | Allen | 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 | Open | Open | 7/1/29 |
| 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 | Cathy | Dickens | 8/17/27 |
| Public Member 1 | Mark | Ward | 7/1/29 |
| Public Member 2 | Aaron | Higgins | 7/1/29 |
| 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 | 6/30/29 |
| Public Member 2 | Ron | Axtell | 6/30/29 |
| Public Member 3 | Open | Open | 6/30/29 |
| 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 | 6/30/29 |
| 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 | Traci | Phillipson | 7/1/29 |
| Public Member 4 | Lalith | Jayawickrama | 7/1/29 |
| 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 | Open | Open | 7/30/28 |
| Public Member 2 | Marilyn | Cole | 7/30/29 |
| Public Member 3 | Greg | Orwoll | 7/30/29 |
| Public Member 4 | Dora | Serna | 7/30/29 |
| 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 | Jake | Koch | 7/1/29 |
| Public Member 3 | Kaitlyn | Neises-Mocanu | 7/1/29 |
| Public Member 4 | Open | Open | 7/1/29 |
| 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 |

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September 8, 2026

**City of Dubuque**
**City Council**

**PUBLIC HEARINGS # 1.**

| | |
|---|---|
| **ITEM TITLE:** | Consenting to the Renewal of the Operating Line of Credit between the Dubuque Racing Association LTD. and Nicolet National Bank |
| **SUMMARY:** | Proof of publication on notice of public hearing to consider City Council adopt a resolution consenting to the renewal of the operating line of credit between the Dubuque Racing Association, Ltd. and Nicolet National Bank, and City Attorney recommending approval.<br>**RESOLUTION** Consenting To The Renewal Of The Operating Line Of Credit Between The Dubuque Racing Association Ltd. And Nicolet National Bank |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. Council_Consent to Renewal of LOC_9-3-26
2. LOC_City Consent_Draft_8-4-26
3. Executed Promissory Note_Redacted

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

**CRENNA M. BRUMWELL, ESQ.**
**CITY ATTORNEY**

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

**DATE:** **SEPTEMBER 3, 2026**

**RE:** **CONSENT TO DUBUQUE RACING ASSOCIATION RENEWAL OF OPERATING LINE OF CREDIT WITH NICOLET NATIONAL BANK**

The City has a lease with the Dubuque Racing Association (DRA). The DRA has an existing line of credit for operations which the City Council consented to pursuant to the lease. The current operating line of credit originated with MidWestOne Bank and is now held by Nicolet National Bank.

The DRA seeks to renew the line of credit for operations with Nicolet National Bank. As the line of credit is secured by the leasehold mortgage with the City, City Council consent is necessary for the renewal.

I respectfully recommend City Council consent to the DRA renewal of its line of credit.

**Prepared by Crenna M. Brumwell 300 Main Street, Suite 330 Dubuque IA 52001 563 589-4381**
**Return to Prepared by Crenna M. Brumwell 300 Main Street, Suite 330 Dubuque IA 52001 563 589-4381**

# RESOLUTION NO. _____-26

## CONSENTING TO THE RENEWAL OF THE OPERATING LINE OF CREDIT BETWEEN THE DUBUQUE RACING ASSOCIATION LTD. AND NICOLET NATIONAL BANK

WHEREAS, the City has a lease with the Dubuque Racing Association Ltd.; and

WHEREAS, the Dubuque Racing Association Ltd. has a revolving line of credit for daily operations; and

WHEREAS, the City has previously consented to the line of credit up to $1,500,000 with MidWestOne Bank; and

WHEREAS, the revolving line of credit must periodically be renewed; and

WHEREAS, the Dubuque Racing Association Ltd, seeks the City's consent to renew its operating letter of credit with Nicolet National Bank for up to $1,500,000; and

WHEREAS, the letter of credit is secured by the leasehold mortgage, previously consented to by the City, but approval of the renewal of the letter of credit requires a separate City consent as it is a disposition of an interest in real estate; and

WHEREAS, the City Council of the City of Dubuque finds that the City should consent to the renewal of the operating line of credit as it facilitates day to day operations of the facility.

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

The City of Dubuque hereby consents to the renewal of the operating line of credit between the Dubuque Racing Association Ltd. and Nicolet National Bank up to $1,500,000.

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

*HLP0316*

# PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|---|---|---|---|---|---|---|---|
| $1,500,000.00 | 09-01-2026 | 07-01-2029 | [redacted] | 220/1370 | [redacted] | WRB | |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

**Borrower:** DUBUQUE RACING ASSOCIATION, LTD.
1855 GREYHOUND PARK ROAD
DUBUQUE, IA 52001

**Lender:** Nicolet National Bank
Dubuque - Main Street
895 Main St.
Dubuque, IA 52001
(563) 582-1841

**Principal Amount: $1,500,000.00** **Date of Note: September 1, 2026**

**PROMISE TO PAY.** DUBUQUE RACING ASSOCIATION, LTD. ("Borrower") promises to pay to Nicolet National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Five Hundred Thousand & 00/100 Dollars ($1,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 1, 2029. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 1, 2026, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the WALL STREET JOURNAL PRIME RATE (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) as part of the rate determination. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 0.000% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: MidWestOne Bank, 102 S. Clinton Street, PO Box 1700 Iowa City, IA 52244-1700.**

**LATE CHARGE.** If a payment is 15 days or more late, Borrower will be charged **5.000% of the unpaid portion of the regularly scheduled payment or $25.00, whichever is greater.**

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 21.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or

not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.**

**GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Iowa.**

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including electronic records.

**PURPOSE OF LOAN.** The specific purpose of this loan is: RENEW OPERATING LINE OF CREDIT.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: MidWestOne Bank 102 S. Clinton Street, PO Box 1700 Iowa City, IA 52244-1700.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

**BORROWER:**

**DUBUQUE RACING ASSOCIATION, LTD.**

**By:** _____
**ANTHONY LAMAR WILLIAMS, President and Chief Executive Officer of DUBUQUE RACING ASSOCIATION, LTD.**

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**City of Dubuque**
**City Council**

**PUBLIC HEARINGS # 2.**

| | |
|---|---|
| **ITEM TITLE:** | Grant of Embankment Easement to Holy Family Catholic Schools Dubuque, Iowa |
| **SUMMARY:** | Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the Grant of Embankment Easement to Holy Family Catholic Schools, Dubuque, Iowa, and for the disposal of City interest for the proposed earthen sports field embankment encroachment on City property, and City Manager recommending approval. **RESOLUTION** Disposing Of City Interest By Grant Of An Embankment Easement To Holy Family Catholic Schools, Dubuque, Iowa, Part Of Lot 1 Of Mineral Lot 383 All In The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Grant of Embankment Easement to Holy Family Catholic Schools Dubuque, Iowa
2. Staff Memo
3. Resolution
4. Previously adopted resolution of intent dispose hfcs embankment ease
5. Grant of Embankment Easement
6. Area map hfcs grant of embankment ease

THE CITY OF DUBUQUE
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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Grant of Embankment Easement to Holy Family Catholic Schools Dubuque, Iowa

**DATE:** August 31, 2026

Acting City Engineer Nate Steffen is recommending City Council adopt a resolution approving the Grant of Embankment Easement to Holy Family Catholic Schools, Dubuque, Iowa, and for the disposal of City interest for the proposed earthen sports field embankment encroachment on City 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
Bob Schiesl, Assistant City Engineer
Nate Steffen, PE, Acting City Engineer
Nate Kieffer, CE III, PE/PLS

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

**FROM:** Nathan Steffen, PE, Acting City Engineer

**SUBJECT:** Grant of Embankment Easement to Holy Family Catholic Schools Dubuque, Iowa

**DATE:** August 24, 2026

## INTRODUCTION

This is in response to a request from Holy Family Catholic Schools, Dubuque, Iowa (HFCS) for the granting of an Embankment Easement across City owned property in Veterans Memorial Park as part of a proposed Wahlert campus improvements project.

## DISCUSSION

HCFS is currently planning a large-scale campus improvement project affecting most of the Wahlert campus north of the existing school building complex. The improvements include site grading, new tennis courts, baseball fields, football field, track and field facilities, practice field, and storm water detention facilities. As part of their campus redevelopment plans, they have proposed an earthen embankment to be located on the disc golf course area of the city park. The earthen embankment will support the proposed football field and track. All appropriate City staff including the parks department have reviewed and approved of the plan and easement.

The attached grant of easement document defines responsibilities for HFCS and the City as follows:

HFCS Responsibilities-

- Per plans reviewed and approved by Grantor, perform all grading and restoration work to City standards.
- Provide all necessary insurance and indemnification for all construction work performed on Grantor property.
- Ensure the site is restored to Grantor's satisfaction upon completion, including trees and associated landscaping per the site plans reviewed and approved by Grantor.
- Be responsible for any defects or settling that occur in the Easement Area for a warranty period of two years.

City Responsibilities -

- Maintain the surface of the embankment
- Reserve/have free enjoyment of use of Easement Area for uses compatible with a public park as well as right to install utilities above and below ground.

HFCS has signed the Acceptance of Easement included in the Grant of Embankment Easement attached agreeing to the terms and conditions listed above.

Due to a tight construction timeline, the City and HFCS have entered into the attached Site Access Agreement to begin the embankment work contemplated in the grant of easement.

On August 17, 2026, the City Council approved Resolution No. 313-26 setting a public hearing for September 8th, 2026 for consideration of this request.

**RECOMMENDATION**

I would recommend that the Grant of Embankment Easement to HFCS over the City owned property in Veterans Memorial Park be forwarded to City Council to be approved.

**ACTION REQUESTED**

The attached resolution should be submitted to the City Council for consideration for the disposal of City interest and the granting of an embankment easement to Holy Family Catholic Schools, Dubuque, Iowa, for the proposed an earthen sports field embankment encroachment on City property.

Prepared by Nate Kieffer, CE III, PE/PLS

cc: Bob Schiesl, Assistant City Engineer

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

# RESOLUTION NO. -26

## RESOLUTION DISPOSING OF CITY INTEREST BY GRANT OF AN EMBANKMENT EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA, PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (HFCS) has requested a Grant of Embankment Easement across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, for constructing and maintaining an earthen sports field embankment for lateral support; and

Whereas, Origin Design has prepared and submitted to the City Council an exhibit showing the easement area for the proposed earthen sports field embankment across PART OF LOT 1 OF MINERAL LOT 383 ALL 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 21st day of August, 2026, the City Council of the City of Dubuque, Iowa met on this 8th day of September, 2026, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, to consider the proposal for the granting of easement across City owned property described as:

LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposed granting of easement.

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

Section 1. That the Grant of Embankment Easement to Holy Family Catholic Schools, Dubuque, Iowa across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, as shown on the attached Exhibit A, be and the same is hereby

approved.

Section 2. That the Mayor be authorized and directed to execute the Grant of Embankment Easement and the City Clerk be and is hereby authorized and directed to deliver said Grant of Embankment Easement to Holy Family Catholic Schools, Dubuque, Iowa.

Section 3. That the City Clerk be and is hereby authorized and directed to record the Grant of Embankment Easement in the office of the Dubuque County Recorder.

Passed, approved and adopted this 8th day of September, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

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

# RESOLUTION NO. 313-26

## RESOLUTION OF INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF EMBANKMENT EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA, ACROSS PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (HFCS) has requested a Grant of Embankment Easement across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, for constructing and maintaining an earthen sports field embankment for lateral support; and

Whereas, Origin Design has prepared and submitted to the City Council an exhibit showing the easement area for the proposed earthen sports field embankment across PART OF LOT 1 OF MINERAL LOT 383 ALL 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 grant Storm Water Detention Basin and Sports Field Easement to HFCS across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, as shown on the attached Exhibit A.

Section 2. That a public hearing on the intent to dispose of City interest by Grant of Storm Water Detention Basin and Sports Field Easement to HFCS across PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, is hereby set for the 8th day of September 2026, at the Historic Federal Building (and/or by virtual means), 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 dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 17th day of August 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder

Adrienne N. Breitfelder, City Clerk

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

# GRANT OF EMBANKMENT EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Dubuque ("Grantor"), of Dubuque County, State of Iowa, does hereby grant, sell and convey to Holy Family Catholic Schools, Dubuque, Iowa ("Grantee"), its lessees, licensees, successors and assigns, from the date hereof, a non-exclusive easement (the Embankment Easement) through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA

Said Embankment Easement shall be as shown on the attached Easement Exhibit A (the Easement Area), for the purpose of constructing and maintaining an earthen sports field embankment for lateral support as shown in the approved Site Plan on file with the City Engineer (the Improvements), along with the right, privilege and authority to survey, inspect, construct, reconstruct, alter, maintain, repair, replace, patrol and remove said Improvements. Along with the right to occupy the temporary easement area(s) as shown on the attached Easement Exhibit A until the completion of the Improvements. The temporary easement shall expire after completion and inspection of the Improvements by City.

Grantee, its successors and assigns, agrees to pay for any damage caused to the land, fences, or other personal property of Grantor from the construction or maintenance of said Improvements. Notwithstanding the foregoing, Grantor shall be solely responsible for the maintenance of any improvements it constructs in the Easement Area. Grantor, its successors and assigns, agrees to pay for any damage caused to Grantee's Improvements from the construction or maintenance of any such additional improvements by Grantor in the Easement Area.

Grantee's Additional Responsibilities:

- Per plans reviewed and approved by Grantor, perform all grading and restoration work to City standards.
- Provide all necessary insurance and indemnification for all construction work performed on Grantor property.
- Ensure the site is restored to Grantor's satisfaction upon completion, including trees and associated landscaping per the site plans reviewed and approved by Grantor.
- Be responsible for any defects or settling that occur in the Easement Area for a warranty period of two years.

Grantor's Additional Responsibilities:

- Maintain the surface of the embankment
- Reserve/have free enjoyment of use of Easement Area for uses compatible with a public park as well as right to install utilities above and below ground.

If either party fails to maintain its respective Improvements, as defined above, after written notice to such party, the non-defaulting party may take such action as it deems necessary and submit any costs and expenses for such maintenance to the defaulting party, which party shall reimburse the non-defaulting party for such costs and expenses promptly upon receipt of a statement for such costs and expenses.

Grantor reserves unto itself the perpetual right in the Easement Area for the purpose of erecting, installing, constructing, reconstructing, maintaining, owning, operating and repair of storm and sanitary sewers, watermain, gas, telephone, television, fiber optics cable, and electrical lines above or below said private Improvements as such utilities would not interfere with the existence and maintenance of the Improvements.

Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any surveying, inspection, construction, reconstruction, alteration, replacement, maintenance, repair, patrol or removal of said Improvements. This obligation shall survive the termination of this Grant of Easement. Grantor shall defend, indemnify and hold harmless Grantee, its officers and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out Grantor's negligence in the performance of this Grant of Easement.

Insurance. Grantee shall provide insurance as set forth in the attached Insurance Schedule during surveying, inspection, construction, reconstruction, alteration replacement, maintenance, repair, patrol or removal of said Improvements.

Modification and Termination. This Grant of Embankment Easement may not be modified or terminated except by written agreement of the parties.

To have and to hold unto the said Grantee forever, and the undersigned does hereby expressly covenant that Grantor is the owner in fee of said real estate and has good right to execute this Grant of Embankment Easement.

Dated at Dubuque, Iowa this _____ day of _____, 2026.

**[SIGNATURE PAGES TO FOLLOW]**

**CITY OF DUBUQUE**

By: _____
Brad M. Cavanagh, Mayor

**NOTARY PUBLIC**

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this _____ day of _____, 2026 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Brad M. Cavanagh, Mayor of the City of Dubuque, who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed on behalf of the Grantor.

_____
Notary Public In and For Said State

## ACCEPTANCE OF EASEMENT

Holy Family Catholic Schools, Dubuque, Iowa accepts the terms and conditions of the Grant of Easement.

**Holy Family Catholic Schools, Dubuque, Iowa**

By: _____
Phillip Bormann, Chief Administrator

## NOTARY PUBLIC

STATE OF IOWA )
) SS.
COUNTY OF DUBUQUE )

On this 30th day of July, 2026, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Phillip Bormann, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed on behalf of Holy Family Catholic Schools, Dubuque, Iowa.

_____
Notary Public In and For Said State

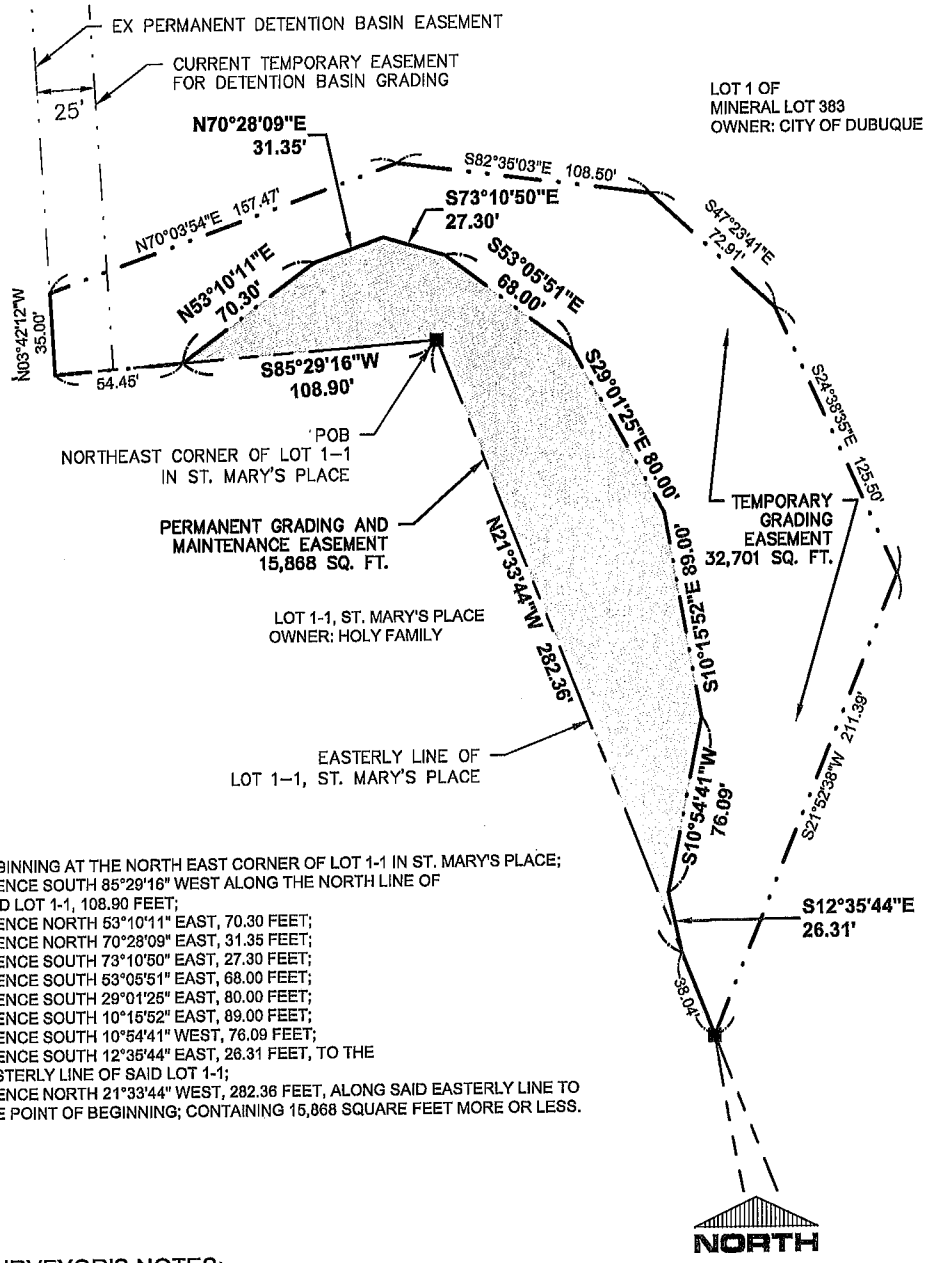
NOTARIAL SEAL IOWA
TRACEY L. STECKLEIN
Commission Number 716016
My Commission Expires
4-11-29

**EXHIBIT A**

PREPARED BY: ORIGIN DESIGN CO. 137 MAIN STREET, SUITE 100 DUBUQUE, IOWA (563) 556-2464

# EASEMENT EXHIBIT A

## PERMANENT GRADING AND MAINTENANCE EASEMENT AND TEMPORARY GRADING EASEMENT ON PART OF LOT 1 OF MINERAL LOT 383 IN THE CITY OF DUBUQUE, IOWA




BEGINNING AT THE NORTH EAST CORNER OF LOT 1-1 IN ST. MARY'S PLACE;
THENCE SOUTH 85°29'16" WEST ALONG THE NORTH LINE OF SAID LOT 1-1, 108.90 FEET;
THENCE NORTH 53°10'11" EAST, 70.30 FEET;
THENCE NORTH 70°28'09" EAST, 31.35 FEET;
THENCE SOUTH 73°10'50" EAST, 27.30 FEET;
THENCE SOUTH 53°05'51" EAST, 68.00 FEET;
THENCE SOUTH 29°01'25" EAST, 80.00 FEET;
THENCE SOUTH 10°15'52" EAST, 89.00 FEET;
THENCE SOUTH 10°54'41" WEST, 76.09 FEET;
THENCE SOUTH 12°35'44" EAST, 26.31 FEET, TO THE EASTERLY LINE OF SAID LOT 1-1;
THENCE NORTH 21°33'44" WEST, 282.36 FEET, ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING; CONTAINING 15,868 SQUARE FEET MORE OR LESS.

## SURVEYOR'S NOTES:

1. PROPRIETOR: CITY OF DUBUQUE.
2. SURVEY WAS COMPLETED FOR HOLY FAMILY
3. BEARINGS ARE REFERENCED TO IOWA STATE PLANE NORTH ZONE, NAD83(2011)
4. THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND NOT OF RECORD.
5. TOTAL AREA OF PERMANENT EASEMENT IS 15,868 SQ. FT. +/-

GRAPHIC SCALE

0 60 120

1" = 60'

DRAWING MAY HAVE BEEN REDUCED

## LEGEND

| | |
|---|---|
| ——— — — ——— | EXISTING PROPERTY |
| — · · — · · — | PROPOSED EASEMENT |
| POB | POINT OF BEGINNING |
| ( ) | RECORDED AS |
| ■ | FOUND 5/8" REBAR UNLESS OTHERWISE NOTED |

origin design®

800 556-4491 origindesign.com

| | | | |
|---|---|---|---|
| DRAWN | SAF | PLAT NO. | EXHIBIT |
| CHECKED | GSB | PROJ. NO. | 25060 |
| DATE | 6/19/26 | SHEET | 1 of 1 |

P:\25\060\DRAWINGS\SURVEY\25060 VETS SLOPE EASE

# INSURANCE SCHEDULE

# INSURANCE SCHEDULE A

1. HFCS (licensee) shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.

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

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

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

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

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

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

9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule. 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

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

11. All certificates of insurance must include the agent's name, phone number and email address.

12.

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

# 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) ."
2) Include endorsement indicating that coverage is primary and non-contributory.
3) 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. Policy shall include Waiver of Right to Recover from Others Endorsement.

**B)** .

**E) RIGHT-OF-WAY WORK ONLY:**

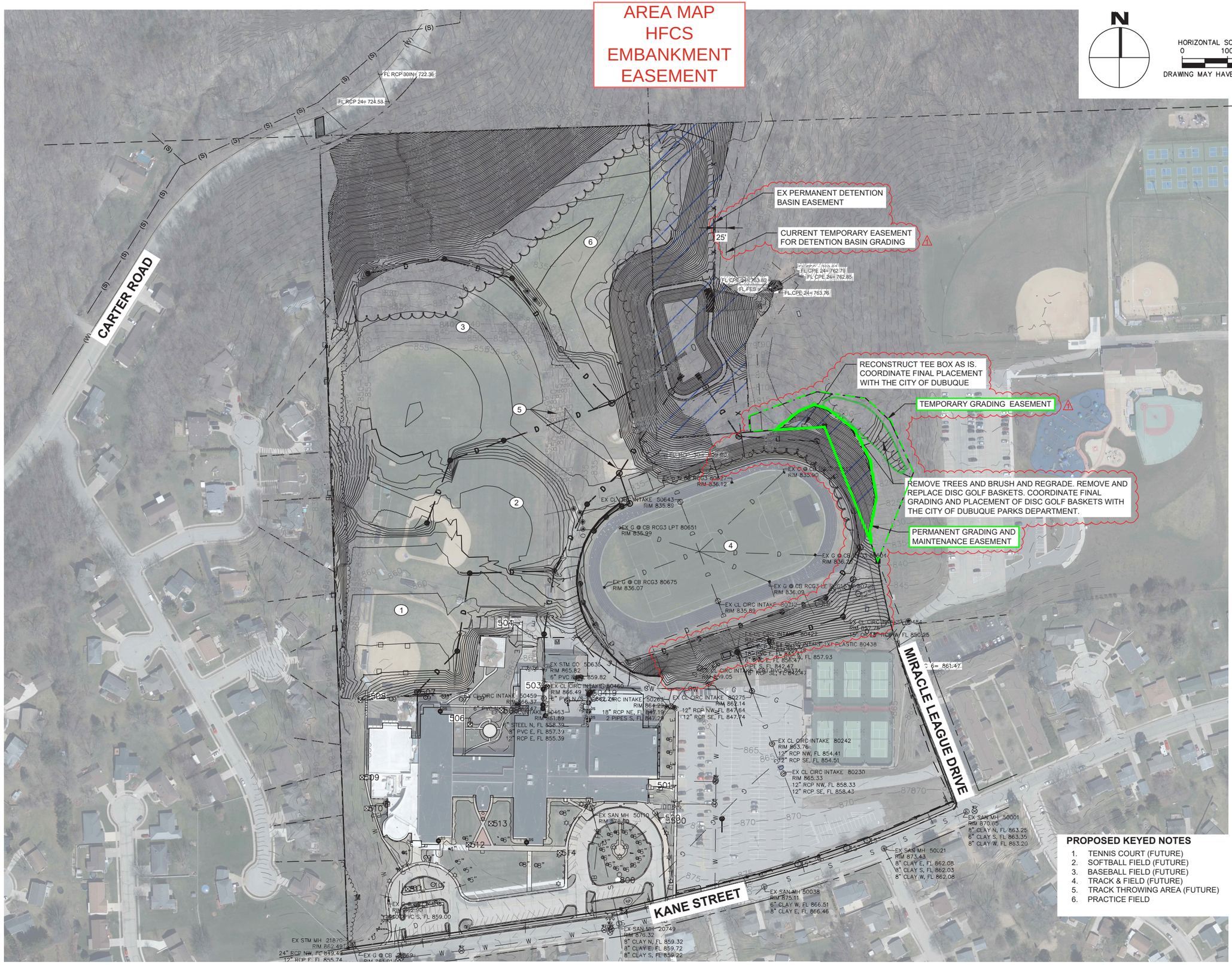
**UMBRELLA/EXCESS** $5,000,000

_*__ Yes ___ No

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

# SPECIMEN

# AREA MAP
# HFCS
# EMBANKMENT
# EASEMENT


N
HORIZONTAL SCALE IN FEET
0 100 200
DRAWING MAY HAVE BEEN REDUCED
CARTER ROAD
EX PERMANENT DETENTION BASIN EASEMENT
CURRENT TEMPORARY EASEMENT FOR DETENTION BASIN GRADING
25'
RECONSTRUCT TEE BOX AS IS. COORDINATE FINAL PLACEMENT WITH THE CITY OF DUBUQUE
TEMPORARY GRADING EASEMENT
REMOVE TREES AND BRUSH AND REGRADE. REMOVE AND REPLACE DISC GOLF BASKETS. COORDINATE FINAL GRADING AND PLACEMENT OF DISC GOLF BASKETS WITH THE CITY OF DUBUQUE PARKS DEPARTMENT.
PERMANENT GRADING AND MAINTENANCE EASEMENT
MIRACLE LEAGUE DRIVE
KANE STREET
1
2
3
4
5
6
FL RCP 30IN= 722.36
FL RCP 24= 724.53
FL CPE 24= 763.79
FL CPE 24= 762.85
FL CPE 24= 763.76
EX G @ CB RCG3 80627 RIM 836.12
EX CL CIRC INTAKE 50643 RIM 835.89
EX G @ CB RCG3 LPT 80651 RIM 836.99
EX G @ CB RCG3 80675 RIM 836.07
EX G @ CB RCG3 80604 RIM 836.12
EX CL CIRC INTAKE 50459 RIM 866.37
EX CL CIRC INTAKE 50460 RIM 866.49
EX CL CIRC INTAKE 50463 RIM 861.89
EX CL CIRC INTAKE 50262 RIM 864.29
EX CL CIRC INTAKE 80275 RIM 861.14
EX CL CIRC INTAKE 80242 RIM 863.76
EX CL CIRC INTAKE 80230 RIM 865.33
EX SAN MH 50110 RIM 872.00
EX SAN MH 50001 RIM 870.65
EX SAN MH 50021 RIM 873.43
EX SAN MH 50038 RIM 875.11
EX SAN MH 20749 RIM 876.32
EX STM MH 21870 RIM 862.49
EX STM CO 50635 RIM 865.82
EX G @ CB 21869 RIM 858.80
EX CL CIRC INTAKE 80484 RIM 867.75
EX CL CIRC INTAKE 80438
EX CL CIRC INTAKE 80424 RIM 849.05
EX CL CIRC INTAKE 80429 RIM 842.47
EX CL CIRC INTAKE 80437 RIM 857.93
EX CL CIRC INTAKE 80225
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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 1.**

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| | |
|---|---|
| **ITEM TITLE:** | Hyperscale Data Center Moratorium |
| **SUMMARY:** | City Attorney requesting City Council adoption of the Hyperscale Data Center Moratorium Ordinance.<br>**ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations And Adopting A New Chapter 10 Temporary Regulation Of Hyperscale Data Centers |
| **SUGGUESTED DISPOSITION:** | Receive and File; Motion B; Motion A |

**ATTACHMENTS:**

1. Council_Moratorium Adoption Recommendation_9-3-26
2. Data Center Ordinance Title 4 Chapter 10_ 09-03-2026

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

**CRENNA M. BRUMWELL, ESQ.**
**CITY ATTORNEY**

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

**DATE:** **SEPTEMBER 3, 2026**

**RE:** **HYPERSCALE DATA CENTER MORATORIUM**

Pursuant to City Council direction I have prepared a 6-month moratorium for hyperscale data centers. Any of the following would be considered a hyperscale data center under the moratorium ordinance:

1. Square Footage exceeding 100,000 square feet of gross floor area.

2. Electrical Demand, planned or actual, exceeding 75 megawatts (MW).

3. Server Count of 10,000 or more servers, whether owned, leased, colocated, or distributed across multiple connected structures.

4. Water Usage of 50 gallons per minute or more of water for cooling or operational processes, measured as instantaneous or sustained average usage.

I respectfully request City Council adoption of the Hyperscale Data Center Moratorium Ordinance.

Prepared by: Crenna M. Brumwell, Esq. 300 Main Street, Suite 330, Dubuque IA, 52001 (563)589-4381

# ORDINANCE NO. _____ - 26

## AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS AND ADOPTING A NEW CHAPTER 10 TEMPORARY REGULATION OF HYPERSCALE DATA CENTERS

**WHEREAS**, the City of Dubuque, Iowa, acting under its home-rule authority and police powers pursuant to the Constitution and laws of the State of Iowa, is charged with protecting the public health, safety, and welfare; and

**WHEREAS**, the City is actively studying issues related to large-scale data centers, including water use, energy demand, noise, air emissions, land use impacts, infrastructure capacity, environmental considerations, and long-term community effects; and

**WHEREAS**, staff has initiated a comprehensive review of technical standards, peer-community ordinances, public engagement findings, and relevant regulatory frameworks to inform a permanent data center ordinance; and

**WHEREAS**, recent inquiries and interest in potential data center development require the City to temporarily pause hyperscale-scale proposals to prevent premature or unregulated construction that may pose significant impacts before the City's full ordinance can be completed; and

**WHEREAS**, a temporary moratorium is a legally recognized and prudent tool that preserves the status quo while allowing the City to complete research, draft a comprehensive regulatory framework, and solicit final Council and public input.

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

Section 1. City of Dubuque Code of Ordinances Title 4 is amended by adding thereto the following new Chapter 10:

## CHAPTER 10

## TEMPORARY REGULATION OF HYPERSCALE DATA CENTERS

### 4-10-1: TEMPORARY MORATORIUM ON HYPERSCALE DATA CENTERS:

A. Purpose: The purpose of this Section is to impose a temporary, six-month moratorium on the establishment, construction, permitting, or expansion of hyperscale

data centers within the City of Dubuque in order to allow sufficient time for staff and Council to develop, consider, and adopt a permanent data center ordinance.

B. Definitions:

For purposes of this Chapter, a “Hyperscale Data Center” means any facility, development, operation, or campus meeting one or more of the following criteria:

1. Square Footage exceeding 100,000 square feet of gross floor area.

2. Electrical Demand, planned or actual, exceeding 75 megawatts (MW).

3. Server Count of 10,000 or more servers, whether owned, leased, colocated, or distributed across multiple connected structures.

4. Water Usage of 50 gallons per minute or more of water for cooling or operational processes, measured as instantaneous or sustained average usage.

A facility that meets any single criterion shall be considered a hyperscale data center for purposes of this Section.

C. Moratorium Imposed:

1. Prohibition on Acceptance and Processing.
Effective immediately, no City department shall accept, process, review, approve, or issue any application, permit, site plan, zoning request, utility extension request, building permit, or other authorization for the establishment, construction, siting, or expansion of a hyperscale data center.

2. Suspension of Pending Applications.
Any pending application that meets, or may reasonably be determined to meet, the definition of a hyperscale data center is hereby suspended and shall not proceed during the moratorium period. Applicants shall be notified of the suspension and informed that processing may resume only after expiration or repeal of this Section.

3. Exemptions.

The moratorium does not apply to:

a. Routine maintenance, repair, or minor modifications to existing non hyperscale facilities;

b. Emergency work necessary to maintain public safety;

c. City owned IT or data infrastructure.

D. Duration: This moratorium shall remain in effect for six (6) months from the effective date of adoption unless extended, amended, or repealed by the City Council.

E. Research and Ordinance Development:

During the moratorium period, City staff shall:

1. Conduct all remaining technical research regarding water, energy, stormwater, environmental, land use, and infrastructure impacts of data centers;

2. Draft a comprehensive data center ordinance for Council consideration that addresses siting, operations, water and energy usage, environmental protections, monitoring, reporting, noise and lighting, emergency response, decommissioning, and related standards;

3. Lead any additional public engagement as directed by the Council;

4. Present the proposed ordinance for review prior to expiration of the moratorium.

F. Severability: If any portion of this Chapter is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 2. Effective Date.

This ordinance shall take effect upon publication.

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

_____
Brad Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 2.**

| | |
|---|---|
| **ITEM TITLE:** | Proposed Revised Housing Incentive Programs |
| **SUMMARY:** | City Manager recommending City Council approve the proposed revisions to the City's housing creation incentive program, with an effective date of January 1, 2027. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Proposed Revised Housing Incentive Programs - Updated 9.4.26
2. Staff Memo - Updated 9.4.26
3. 2022 Dubuque Housing Need Assessment
4. 2025 Dubuque County Housing Needs Assessment
5. Housing Incentives - New Units Handout - Aug 19 2026
6. Housing Availability Info - August 2026
7. Income-Targeted Housing Data - August 2026
8. Dubuque Housing Employer Visit Data Summary - August 2026
9. Housing Alignment - GDDC Analysis - August 2026

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Proposed Revised Housing Incentive Programs

**DATE:** September 3, 2026

Economic Development Director Jill Connors is recommending City Council approve the proposed revisions to the City's housing creation incentive program, with an effective date of January 1, 2027. The proposed changes will allow the City to continue supporting affordable and workforce rental housing outside of downtown, support all types of owner-occupied housing throughout the community, maintain incentives that are important to downtown redevelopment, and more strategically target public resources as housing market conditions evolve.

Beginning in 2022, the City Council approved more robust housing incentive packages designed to encourage housing construction across all price points, including both market-rate and affordable/workforce housing. At the time, the expanded incentives were intended to address the need for additional housing of all types and to encourage development in a market where new construction was challenging to achieve.

The program has been successful in generating significant new housing activity. Over the past four years, a total of 2,598 units has been approved, are under review, are under construction, or have been completed in Dubuque. However, only 390 of those units are considered workforce/affordable. This indicates that while the city has made meaningful progress in increasing the overall supply of housing, the need for housing that is affordable to working households remains significant.

The continued need for "missing middle" housing – housing that is affordable to working households but is not necessarily subsidized or income-restricted – suggests that the City should periodically reassess where its limited incentive resources can have the greatest impact. With the overall housing supply having increased substantially since 2022, it is appropriate to consider whether the same level of public incentive is still necessary for every type and location of housing development.

Staff is proposing a revised incentive "menu" that would target City housing incentives more strategically. Under the proposed changes, incentives for market-rate rental housing outside the Greater Downtown Urban Renewal Area would be eliminated, while incentives for affordable/workforce rental housing would continue, as well as for market-

rate owner-occupied housing. Existing incentives within the Downtown Urban Renewal Area would also remain unchanged.

The intent is not to discourage market-rate rental housing construction outside of downtown, but rather to recognize that the City’s housing needs and development conditions have changed since the current incentive structure was established. Where the private market is increasingly capable of supporting market-rate rental housing without public assistance, City incentives can instead be focused on housing types and locations where an incentive is more likely to make a meaningful difference.

This approach also benefits the City's long-term property tax base. When a property is included in a Tax Increment Taxing (TIF) district, its increased value is "captured" for the district rather than counted as new valuation on the City's tax rolls. Market-rate housing built outside the Downtown Urban Renewal Area avoids this capture, so its full value counts as new taxable growth without a city incentive. This matters more under Iowa's new property tax legislation (Senate File 2472), which caps most annual growth in city general fund levies at 2% of the prior year's property tax dollars but excludes new valuation from that cap. Any valuation included in a TIF or abatement district is not counted as new growth when it is released from the district. Declining to offer the TIF and Urban Renewal incentive preserves that benefit for the City's general fund instead of diverting it to a TIF fund.

No changes are proposed to the current housing incentives within the Downtown Urban Renewal Area. Downtown continues to present different development challenges, particularly the rehabilitation and adaptive reuse of existing buildings and the development of infill projects. Maintaining the current incentives will continue to support these projects, which contribute to increased residential density, a more walkable and bikeable downtown, use of existing infrastructure like sewer, water and electricity, use of existing public transportation routes, available public parking, and the continued revitalization of the area.

Maintaining the downtown incentives is also important as the city prepares for significant nearby investment, including but not limited to the University of Dubuque’s new John and Alice Butler College of Osteopathic Medicine. Increasing the number and variety of housing options within walking distance of downtown and other major employment, educational, and cultural destinations will help support these investments and strengthen the downtown as a place to live, work, and visit.

This continued focus on housing is also supported by feedback from Dubuque employers. The Greater Dubuque Development Corporation’s multi-year employer interview program, which engages approximately 250 to 305 employers annually, has shown a consistent increase in the importance of housing availability and affordability. Housing access moved from the third most frequently identified concern in 2020-21 to the number one concern in each of the past three years. The employer feedback, along with ratings of community services and findings from the 2023 Next Gen survey of

Dubuque-area residents age 30 and under, reinforces the need to continue increasing the availability of housing options that are attainable to the local workforce.

The new menu of incentives will provide the following:

Outside the Downtown Urban Renewal Area

- Market-rate owner-occupied housing – Retain the current incentive, which is a 10-year public infrastructure TIF.
- Market-rate rental housing – Remove incentives entirely.
- Affordable/workforce owner-occupied housing – Maintain the existing 15-year TIF incentive.
- Affordable/workforce rental housing – Maintain the existing 15-year TIF incentive.

Within the Downtown Urban Renewal Area

- Maintain all existing housing incentives as currently structured, including the 15-year TIF incentive.

The proposed changes would therefore shift the City's housing incentives from a broad-based approach toward a more targeted strategy. Outside of downtown, public incentives would be reserved for affordable/workforce housing and market-rate owner-occupied homes, while market-rate rental housing would be allowed to proceed without City housing incentives. Downtown would remain an exception because of the additional challenges and community benefits associated with redevelopment, rehabilitation, infill, and increased residential density.

Staff will continue to monitor the market for market-rate rental development, including both senior and general-occupancy housing. Staff can return to the City Council with recommendations for further changes if market conditions indicate that additional or different incentives are warranted in the future.

Staff recommends that the revised incentive menu take effect January 1, 2027. This effective date provides a reasonable transition period for projects that are already being planned or have incurred significant costs in reliance on the current incentive structure. Projects submitted prior to January 1, 2027, would continue to be considered under the existing incentive menu.

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
Ian Hatch, Assistant Economic Development Director
Wally Wernimont, Planning Services Director
Madeline Haverland, Housing & Community Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
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http://www.cityofdubuque.org

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jill M. Connors, Economic Development Director

**SUBJECT:** Proposed Revised Housing Incentive Programs

**DATE:** September 3, 2026

## INTRODUCTION

The purpose of this memorandum is to provide an update on housing construction in Dubuque and recommend changes to the City's "menu" of housing creation incentives. The proposed changes are intended to better align the City's housing incentives with current housing needs and market conditions, while continuing to support housing development in areas where public incentives remain important to achieving broader community development goals.

## BACKGROUND

Beginning in 2022, the City Council approved more robust housing incentive packages designed to encourage housing construction across all price points, including both market-rate and affordable/workforce housing. At the time, the expanded incentives were intended to address the need for additional housing of all types and to encourage development in a market where new construction was challenging to achieve.

The program has been successful in generating significant new housing activity. Over the past four years, a total of 2,598 units have been approved, are under review, are under construction, or have been completed in Dubuque. However, only 390 of those units are considered workforce/affordable. This indicates that while the City has made meaningful progress in increasing the overall supply of housing, the need for housing that is affordable to working households remains significant.

The continued need for "missing middle" housing – housing that is affordable to working households but is not necessarily subsidized or income-restricted – suggests that the City

should periodically reassess where its limited incentive resources can have the greatest impact. With the overall housing supply having increased substantially since 2022, it is appropriate to consider whether the same level of public incentive is still necessary for every type and location of housing development.

**DISCUSSION**

Staff is proposing a revised incentive “menu” that would target City housing incentives more strategically. Under the proposed changes, incentives for market-rate rental housing outside the Greater Downtown Urban Renewal Area would be eliminated, while incentives for affordable/workforce housing would continue, as well as for market-rate owner-occupied housing. Existing incentives within the Downtown Urban Renewal Area would also remain unchanged.

The intent is not to discourage market-rate housing construction outside of downtown, but rather to recognize that the City’s housing needs and development conditions have changed since the current incentive structure was established. Where the private market is increasingly capable of supporting market-rate housing without public assistance, City incentives can instead be focused on housing types and locations where an incentive is more likely to make a meaningful difference.

This approach also benefits the City's long-term property tax base. When a property is included in a TIF district, its increased value is "captured" for the district rather than counted as new valuation on the City's tax rolls. Market-rate housing built outside the Downtown Urban Renewal Area avoids this capture, so its full value counts as new taxable growth without a City incentive. This matters more under Iowa's new property tax legislation (Senate File 2472), which caps most annual growth in city general fund levies at roughly 2% of the prior year's property tax dollars but excludes new valuation from that cap. Declining to offer the TIF incentive preserves that benefit for the City's general fund instead of diverting it to a TIF fund.

No changes are proposed to the current housing incentives within the Downtown Urban Renewal Area. Downtown continues to present different development challenges, particularly the rehabilitation and adaptive reuse of existing buildings and the development of infill projects. Maintaining the current incentives will continue to support these projects, which contribute to increased residential density, a more walkable downtown, and the continued revitalization of the area.

Maintaining the downtown incentives is also important as the City prepares for significant nearby investment, including but not limited to the University of Dubuque’s new Butler College of Osteopathic Medicine. Increasing the number and variety of housing options

within walking distance of downtown and other major employment, educational, and cultural destinations will help support these investments and strengthen the downtown as a place to live, work, and visit.

This continued focus on housing is also supported by feedback from Dubuque employers. The Greater Dubuque Development Corporation's multi-year employer interview program, which engages approximately 250 to 305 employers annually, has shown a consistent increase in the importance of housing availability and affordability. Housing access moved from the third most frequently identified concern in 2020-21 to the number one concern in each of the past three years. The employer feedback, along with ratings of community services and findings from the 2023 Next Gen survey of Dubuque-area residents age 30 and under, reinforces the need to continue increasing the availability of housing options that are attainable to the local workforce.

**NEW MENU**

The new menu will provide the following:

Outside the Downtown Urban Renewal Area

- Market-rate owner-occupied housing – Retain the current incentive, which is a 10-year public infrastructure TIF.
- Market-rate rental housing – Remove incentives entirely.
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- Affordable/workforce rental housing – Maintain the existing 15-year TIF incentive.

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- Maintain all existing housing incentives as currently structured, including the 15-year TIF incentive.

The proposed changes would therefore shift the City's housing incentives from a broad-based approach toward a more targeted strategy. Outside of downtown, public incentives would be reserved for affordable/workforce housing and market-rate owner-occupied homes, while market-rate rental housing would be allowed to proceed without City housing incentives. Downtown would remain an exception because of the additional challenges and community benefits associated with redevelopment, rehabilitation, infill, and increased residential density.

**PHASING/EFFECTIVE DATE**

Staff will continue to monitor the market for market-rate rental development, including both senior and general-occupancy housing. Staff can return to the City Council with

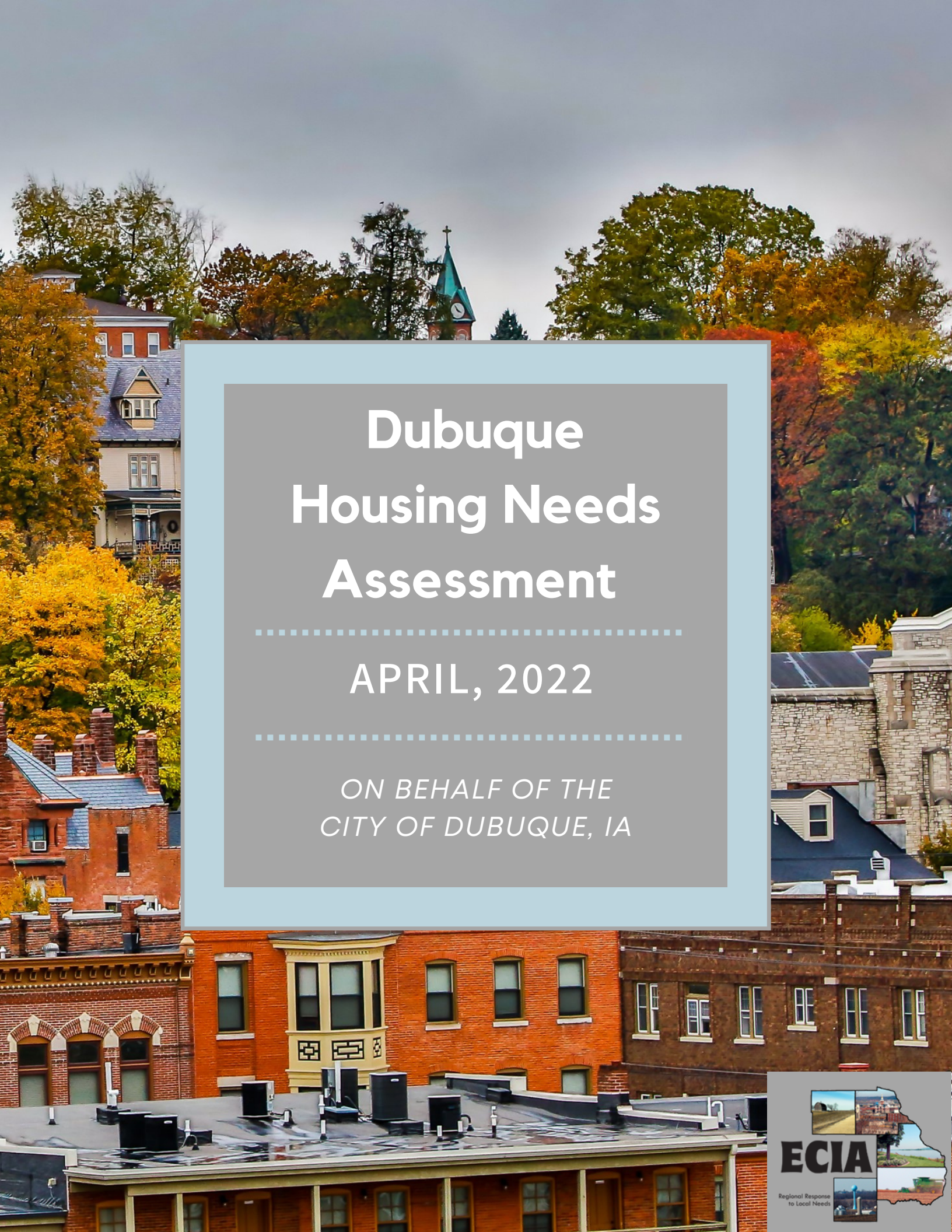
recommendations for further changes if market conditions indicate that additional or different incentives are warranted in the future.

Staff recommends that the revised incentive menu take effect January 1, 2027. This effective date provides a reasonable transition period for projects that are already being planned or have incurred significant costs in reliance on the current incentive structure. Projects submitted prior to January 1, 2027, would continue to be considered under the existing incentive menu.

**RECOMMENDATION**

I respectfully recommend that the City Council approve the proposed revisions to the City's housing creation incentive program, with an effective date of January 1, 2027. The proposed changes will allow the City to continue supporting affordable and workforce housing, maintain incentives that are important to downtown redevelopment, and more strategically target public resources as housing market conditions evolve.

CC: Madeline Haverland, Housing and Community Development Director
Wally Wernimont, Planning Services Director



# Dubuque Housing Needs Assessment

APRIL, 2022

*ON BEHALF OF THE CITY OF DUBUQUE, IA*

ECIA

Regional Response to Local Needs

# Acknowledgements & Contributions

**East Central Iowa Association of Realtors**
Melissa Groth, Executive Officer
**Quad Cities Area Association of Realtors**
Sharon Smith, Executive Officer
**Cedar Rapids Area Association of Realtors**
Kevin Platz, Executive Officer
**City of Dubuque, Economic Development**
Ian Hatch, Assistant Economic Development Director

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Document Prepared by East Central Intergovernmental Association in partnership with Greater Dubuque Development Corporation

# Introduction

The City of Dubuque is located in northeastern Iowa, along the Mississippi River. Due to its location at the border of Illinois and Wisconsin it is considered to be within the Tri-state region. Dubuque is the primary city in the Dubuque Metropolitan Statistical Area (MSA) and is the Dubuque County Seat.

This study examines the City's residential resources and needs as they pertain to the Workforce Housing Tax Incentive Program (WHTIP). This assessment will include consideration of the following: whether or not the community has a severe housing shortage relative to demand, low vacancy rates, and/or rising housing costs combined with low unemployment.

The City of Dubuque has not been designated as a "distressed housing community" historically. This designation would allow builders and developers to apply for tax credits towards the construction of new workforce housing units on greenfield or undeveloped sites.

The City intends to apply for this designation in order to support and promote the development of workforce housing projects in the community. This 2022 Workforce Housing Study is submitted as a part of the application which seeks to obtain the "distressed housing community" designation.

## Study Process

The 2022 Distressed Housing Community Study was completed by the East Central Intergovernmental Association. Data assistance was provided by East Central Association of Realtors, Quad Cities Area Association of Realtors, and Cedar Rapids Area Association of Realtors.

Following the WHTIP administrative rules provided by the Iowa Economic Development Authority (IEDA), the primary data points considered for a "distressed workforce housing community" are the most recent three-year (2019-2021) data collected. However, the report uses 5-year estimates in instances where data is sourced from the American Community Survey (ACS). At the time this report was created, ACS 2016-2020 estimates were the most current data available.

The required criteria and data for this housing assessment are outlined below in Table 1.

*Table 1. Distressed Housing Community Criteria and Data Sources*

| | Data | Source |
|---|---|---|
| 1. | Annual number of building permits issued in the city for the most recent three-year period | City of Dubuque, Economic Development |
| 2. | Homeowner vacancy rate in the city | American Community Survey (ACS) 5-Year estimates 2016-2020 |
| 3. | The annual volume of homeowner unit sales in the city for the most recent three-year period | East Central Iowa Regional Board of Realtors |
| 4. | The annual length of time it takes to sell homeowner units in the city for the most recent three-year period | East Central Iowa Regional Board of Realtors |
| 5. | The annual average rental vacancy rate in the city | American Community Survey 5 Year estimates 2016-2020 |
| 6. | The annual average length of time it takes to lease rental units in the city for the most recent three-year period | Western Economic Services |
| 7. | The average housing costs in the city | East Central Iowa Regional Board of Realtors |
| 8. | The average unemployment rate in the city | U.S. Department of Labor, Bureau of Labor Statistics |
| 9. | The laborshed wage applicable to the city | Iowa Economic Development Authority; Iowa Workforce Development |

# Community Profile

A community's population trends often provide insights on its housing market. As Figure.1 and Table 2 show, Dubuque saw a great deal of growth up until the 1980's where the population peaked at 62,374. For the following two decades Dubuque saw a significant decline in population until 2000 when the population began to stabilize and now as of 2020 there has been stable growth of about 3.5%.

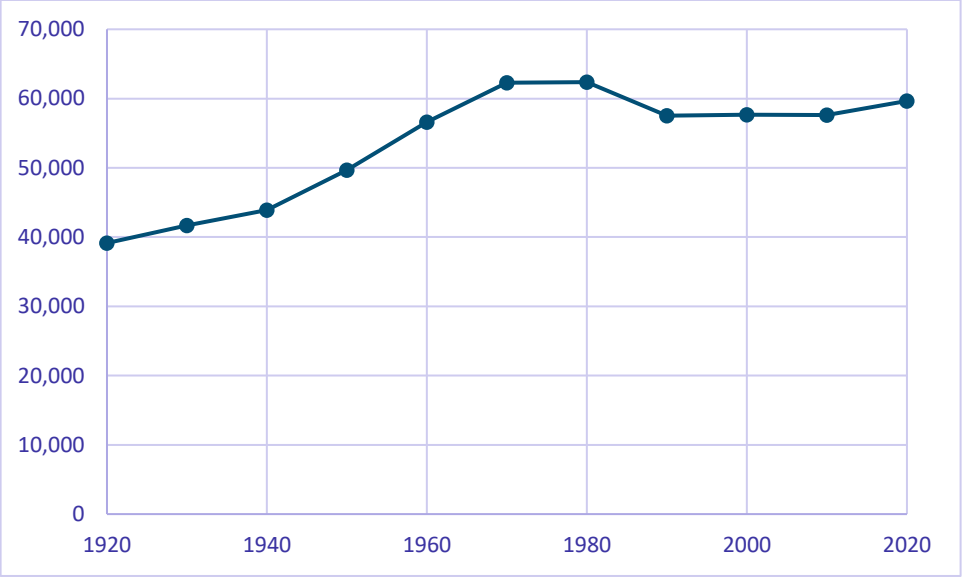



*Figure 1: City of Dubuque Historic Population (1920-2020)*
*Source: US Decennial Census (1920-2020)*

*Table 2 Population Change*

| | 1920 | 1930 | 1940 | 1950 | 1960 | 1970 | 1980 | 1990 | 2000 | 2010 | 2020 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Population | 39,141 | 41,679 | 43,892 | 49,671 | 56,606 | 62,309 | 62,374 | 57,538 | 57,686 | 57,637 | 59,667 |
| Population Change | - | 2,538 | 2,213 | 5,779 | 6,935 | 5,703 | 65 | -4,836 | 148 | -49 | 2,030 |
| Percentage Change | - | 6.48% | 5.31% | 13.17% | 13.96% | 10.07% | 0.10% | -7.75% | 0.26% | -0.08% | 3.52% |

*Source: US Decennial Census (1920-2020)*

The housing stock in the City of Dubuque has largely followed the population trends that are illustrated in Figure 1. The data presented in Table 3 show that approximately 62% of the housing stock in Dubuque was built when the City was experiencing positive growth in the first half of the 20th Century. After the City's population decline in the 1980's the number of homes being built was reduced significantly.

Of the occupied units within the City of Dubuque, 33% are renter occupied, which is nearly 8% larger than the average for Dubuque County and the State of Iowa. Table 4 compares the number of renter and owner-occupied units in the City of Dubuque, Dubuque County, and the State of Iowa. Table 5 shows how the proportions of renter and owner-occupied units have changed in these areas between

2010 and 2020. From 2010-2020 the percentage of renter occupied units increased significantly compared to the percentage of owner-occupied units for the City of Dubuque, Dubuque County, and the State of Iowa.

*Table 3: Housing Stock Structure Age Comparison*

| Label | Estimate | Percent | Estimate | Percent | Estimate | Percent |
|---|---|---|---|---|---|---|
| Year Structure Built | City of Dubuque | | Dubuque County | | State of Iowa | |
| Built 2014 or later | 403 | 1.5% | 945 | 2.3% | 50,845 | 3.6% |
| Built 2010 to 2013 | 835 | 3.2% | 2,070 | 5.0% | 41,384 | 2.9% |
| Built 2000 to 2009 | 1,781 | 6.8% | 5,628 | 13.6% | 153,068 | 10.9% |
| Built 1990 to 1999 | 2,071 | 7.9% | 4,255 | 10.2% | 150,637 | 10.7% |
| Built 1980 to 1989 | 1,115 | 4.3% | 2,015 | 4.9% | 103,539 | 7.4% |
| Built 1970 to 1979 | 3,662 | 14.0% | 5,689 | 13.7% | 199,487 | 14.2% |
| Built 1960 to 1969 | 3,697 | 14.1% | 4,922 | 11.9% | 141,706 | 10.1% |
| Built 1950 to 1959 | 3,298 | 12.6% | 4,108 | 9.9% | 141,925 | 10.1% |
| Built 1940 to 1949 | 1,444 | 5.5% | 1,860 | 4.5% | 70,413 | 5.0% |
| Built 1939 or earlier | 7,908 | 30.2% | 10,026 | 24.1% | 354,815 | 25.2% |
| Total housing units | 26,214 | | 41,518 | | 1,407,819 | |

*Source: American Community Survey 5-year Estimates (2020); City of Dubuque*

*Table 4: Owner and Rental unit Comparison*

| | City of Dubuque | | Dubuque County | | Iowa | |
|---|---|---|---|---|---|---|
| Owner-Occupied | 15,582 | 59% | 28,382 | 68% | 906,967 | 64% |
| Renter Occupied | 8,569 | 33% | 10,273 | 25% | 366,974 | 26% |

*Source: American Community Survey 5-Year Estimates (2020)*

*Table 5: Housing Trend Comparison*

| | City of Dubuque | | | Dubuque County | | | Iowa | | |
|---|---|---|---|---|---|---|---|---|---|
| | 2010 | 2020 | Change | 2010 | 2020 | Change | 2010 | 2020 | Change |
| Total Occupied Housing Units | 23,623 | 24,151 | 2.24% | 36,787 | 38,655 | 5.1% | 1,215,954 | 1,273,941 | 4.8% |
| Owner-Occupied | 15,878 | 15,582 | -1.9% | 27,493 | 28,382 | 3.2% | 889,912 | 906,967 | 1.9% |
| Renter Occupied | 7,745 | 8,569 | 10.6% | 9,294 | 10,273 | 10.5% | 326,042 | 366,974 | 12.6% |

*Source: American Community Survey 5-Year Estimates (2010, 2020)*

# Distressed Community Assessment

## Building Permits

The City of Dubuque Economic Development Department provided building permit data for the most recent three years (2019-2021). Single family/duplex permits saw a decrease over the last three years while multi-family permits saw increased growth.

The three-year average for the housing permit volume accounted for 0.51% of the existing housing stock. This average is well below the threshold outlined in the administrative rules which was 1% or less of the city's currently available 26,214 housing stock.

*Table 6: Issued Building Permits (2019-2021)*

| Year | Single Family & Duplex Units | Multi-Family Units | Total Housing Permits | Percent of Total Housing |
|---|---|---|---|---|
| 2019 | 72 | 8 | 80 | 0.31% |
| 2020 | 40 | 80 | 120 | 0.46% |
| 2021 | 40 | 160 | 200 | 0.76% |
| Average | 51 | 83 | 133 | 0.51% |

*Source: City of Dubuque, Economic Development*

## Homeowner Vacancy Rate

To examine the City of Dubuque's vacancy rate, Dubuque County and the State of Iowa were used as comparisons. The American Community Survey (ACS) estimates show that the City of Dubuque, Dubuque County, and the State of Iowa all saw a slight decrease in vacancy rates of the 2018-2020 period.

The criterion for the WHTIP administrative rules considers a vacancy rate of one percent to be low and a vacancy rate of two percent to be an acceptable rate. The City of Dubuque has consistently maintained a vacancy rate below the 1% threshold.

*Table 7: Comparison Homeowner Vacancy Rates (2018-2020)*

| Year | City of Dubuque | Dubuque County | Iowa |
|---|---|---|---|
| 2018 | 0.9 | 0.7 | 1.5 |
| 2019 | 0.5 | 0.5 | 1.4 |
| 2020 | 0.5 | 0.6 | 1.3 |
| Average | 0.6 | 0.6 | 1.4 |

*Source: ACS 5-Year Estimates (2018-2020)*

## Homeowner Unit Sales

The East Central Iowa Association of Realtors provided home sales data from the Multiple Listing Service (MLS). The data, shown in Table 8, shows an average of 927 units sold in Dubuque during the most recent three-year period 2019-2021. For comparison, the Cedar Rapids Association of Realtors provided data on Marion, and the Quad Cities Association of Realtors provided data on Bettendorf. Data from the two communities is provided in Tables 9 and 10. The three communities have seen similar annual unit sale totals and population sizes and therefore are fair comparisons for the purposes of this assessment. Compared to Marion and Bettendorf, the City of Dubuque's volume of sales are a much smaller percentage of existing housing units by over a percentage each year (2019-2021), indicating a shortage of available housing.

*Table 8: Dubuque City Annual Volume of Sales (MLS)*

| Year | Residential Units | Percent of Existing Housing Units |
|---|---|---|
| 2019 | 846 | 3.2% |
| 2020 | 944 | 3.6% |
| 2021 | 992 | 3.8% |

*Source: MLS Database via East Central Iowa Association of Realtors*

*Table 9: Marion Annual Volume of Sales (MLS)*

| Year | Residential Units | Percent of Existing Housing Units |
|---|---|---|
| 2019 | 775 | 4.7% |
| 2020 | 826 | 5.0% |
| 2021 | 869 | 5.3% |

*Source: MLS Database via Cedar Rapids Area Association of Realtors*

*Table 10: Bettendorf Annual Volume of Sales (MLS)*

| Year | Residential Units | Percent of Existing Housing Units |
|---|---|---|
| 2019 | 709 | 4.6% |
| 2020 | 779 | 5.0% |
| 2021 | 812 | 5.2% |

*Source: MLS Database via Quad Cities Area Association of Realtors*

## Selling Homeowner Units

During the most recent three-year period, Dubuque homes spent an average of 30 days on the market (DOM) before selling. Following the WHTIP administrative rules, an average time of 90 days or less indicates a high demand for available housing; The City of Dubuque's 3-year average illustrates a sustained, high demand for housing in the community. Figure 2 shows the average DOM for Iowa homeowner units, which illustrates the large difference between the City of Dubuque and the state as a whole.

*Table 11: Annual Average length of Time to Sell Homeowner Units*

| Year | City of Dubuque |
|---|---|
| 2019 | 40 DOM |
| 2020 | 30 DOM |
| 2021 | 20 DOM |
| 3-Year Average | 30 DOM |

*Source: MLS Database via East Central Iowa Association of Realtors*

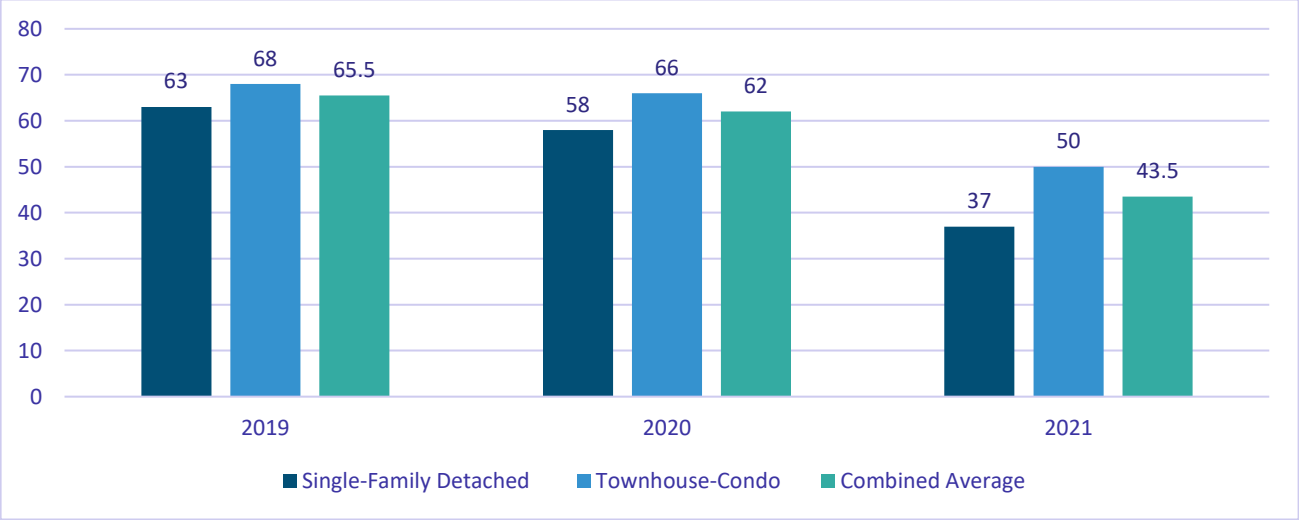



*Figure 2: State of Iowa Average Days on Market Until Sale*
*Source: Iowa Association of Realtors, Statewide Monthly Report (2019-2021)*

## Rental Vacancy Rate

Dubuque County and the State of Iowa and are used again here in comparison of with the City of Dubuque to examine the magnitude of the City's annual average vacancy rate. The workforce housing program criteria consider a rental vacancy of five percent or less to be a low vacancy rate.

While the State of Iowa on average has a constant vacancy rate, the City of Dubuque and Dubuque County have had fluctuating numbers, both areas had increased vacancy rates in 2019 and then saw a substantial decrease in 2020. All three areas did have a rental vacancy rate that was higher than the five percent threshold that is identified in the program guidelines.

*Table 12: Annual Average Vacancy Rate - Rental*

| Year | City of Dubuque | Dubuque County | Iowa |
|---|---|---|---|
| 2018 | 7.50% | 6.60% | 6.50% |
| 2019 | 10.60% | 9.20% | 6.50% |
| 2020 | 9.00% | 7.90% | 6.50% |
| 3-Year Average | 9.03% | 7.90% | 6.50% |

*Source: ACS 5-year Estimates (2018-2020)*

More recent data suggests that the vacancy rates may be decreasing in the future. As a part of the Volume III: Dubuque City, city – Iowa State Profile, Western Economic Services (WES) conducted the Iowa Statewide Rental Vacancy Survey with rental property managers in 2021. In the City of Dubuque, 26 surveys representing 1,159 rental units were collected. The vacancy rate was found to be substantially lower than what was estimated using the ACS 2018-2020 data. The rental vacancy rate is broken down by type in Table 13. This data serves to provide a more holistic picture of vacancy in the City of Dubuque.

*Table 13: Western Economic Services Rental Vacancy Survey Results by Type*

| Unit Type | Total Units* | Vacant Units | Vacancy Rate |
|---|---|---|---|
| Single-Family | 26 | 1 | 3.8% |
| Apartments | 1,123 | 14 | 1.2% |
| Mobile Homes | 0 | 0 | 0% |
| "Other" Units | 10 | 0 | 0% |
| Don't know | 0 | 0 | 0% |
| Total | 1,159 | 15 | 1.3% |

*Source: Western Economic Services, 2021 Survey of Rental Properties (Volume III: Dubuque City, city – Iowa State Profile)*

## Rental Lease Units

The average length of time it takes to lease rental units in a community can indicate high demand for rental housing in a particular community. In accordance with the program's guidelines, an average time of 30 days or less on the market indicates a high demand for available housing.

Using the 2021 Survey of Rental Properties conducted by Western Economic Services, the 26 surveys representing 1,159 rental units found there was an absorption rate of 17 indicating a slightly above average demand, this is a sharp decrease from 2019 where the absorption rate was exceptionally high, this variability may be attributed to the difference in sample size between the 2019 and 2021 surveys.

*Table 14: Western Economic Services Rental Absorption Rate*

| Year | Completed Surveys | Total Units | Vacancy Rate | Absorption Rate |
|---|---|---|---|---|
| 2019 | 71 | 2,419 | 4.3% | 30.3 |
| 2021 | 26 | 1,159 | 1.3% | 17 |

*Source: Western Economic Services, 2021 Survey of Rental Properties (Volume III: Dubuque City, city – Iowa State Profile)*

## Housing Costs and Affordability

Over the past three years the cost of housing in Dubuque has increased significantly. The data in table 15 shows that the average sale price of homes sold in Dubuque increased by more than $25,000 between 2019 and 2021. Rising housing prices can place an additional cost burden on households within the community. This report estimates housing affordability using a Housing Affordability Index methodology developed by the National Association of Realtors (NAR). The index measures the degree to which a typical family can afford the monthly mortgage payments on a typical home. It should also be noted that the qualifying income is calculated assuming a 20% down payment, which is above the national average. According to NAR data, the average down payment for first time buyers was 7% and 17% for repeat buyers in 2021.

*The formula of the Housing Affordability Index (HAI):*

HAI = (Median Family Income/ Qualifying Income) * 100

*City of Dubuque's HAI:*

**118.6** = ($54,938 / $46,312.77) * 100

Using local data on median home values and interest rates to calculate the qualifying income, the City of Dubuque's HAI is 118.6. This HAI indicates that the typical 2020 Household in Dubuque has 118.6 percent of the income necessary to purchase a home at the median value. The National Association of Realtors (NAR) provides the monthly HAI estimates for the Midwest, in June 2020 the HAI the average was 215. This shows that housing affordability in Dubuque falls below the Midwest regional average. However, it is acknowledged that the average qualifying income was calculated for the year 2021, which is a limitation of this index calculation when compared to 2020 census data. More information on the NAR methodology can be found at:

https://www.nar.realtor/research-and-statistics/housing-statistics/housing-affordability-index/methodology

*Table 15: Average Sale Price City of Dubuque (2019-2021)*

| Year | Housing Units Sold | Average Sale Price | Percent Change from Previous Year |
|---|---|---|---|
| 2019 | 846 | $ 211,209 | 11.40% |
| 2020 | 944 | $ 212,684 | 0.70% |
| 2021 | 992 | $ 236,390 | 11% |

*Source: MLS Database Via East Central Iowa Association of Realtors*

*Table 16: City of Dubuque Housing Affordability (2010 & 2019)*

| Data Source | Less Than 30% | | 31%-50% | | Above 50% | | Not Computed | | Total |
|---|---|---|---|---|---|---|---|---|---|
| | Households | % Of Total | Households | % Of Total | Households | % Of Total | Households | % Of Total | |
| 2010 Five-year ACS | 16,643 | 70.50% | 4,040 | 17.10% | 2,610 | 11% | 330 | 1.40% | 23,623 |
| 2019 Five Year ACS | 16,778 | 71% | 3,396 | 14.40% | 2,991 | 12.7% | 455 | 1.90% | 23,620 |

*Source: Western Economic Services, Total Cost Burden and Severe Cost Burden (Volume III: Dubuque City, city – Iowa State Profile)*

Table 16 gives a more granular view of housing affordability in Dubuque. In 2019, 14.4% of household were spending between 31%-50% of their income on housing and 12.7% were spending more than 50% of their income on housing.

*Table 17: Selected Monthly Owner Costs as Percentage of Household Income (SMOCAPI)*

| | City of Dubuque | | Dubuque County | | Iowa | |
|---|---|---|---|---|---|---|
| Housing units with a mortgage *(excluding units where SMOCAPI cannot be computed)* | 9,522 | | 17,769 | | 545,689 | |
| | **Estimate** | **Percent** | **Estimate** | **Percent** | **Estimate** | **Percent** |
| Less than 20.0 percent | 5,056 | 53% | 9,701 | 55% | 305,701 | 56% |
| 20.0 to 24.9 percent | 1,576 | 17% | 2,800 | 16% | 85,256 | 16% |
| 25.0 to 29.9 percent | 869 | 9% | 1,673 | 9% | 48,949 | 9% |
| 30.0 to 34.9 percent | 565 | 6% | 1,021 | 6% | 29,837 | 5% |
| 35.0 percent or more | 1,456 | 15% | 2,574 | 14% | 75,946 | 14% |

*Source: ACS 5-Year Estimates (2020)*

Table 17 shows the selected monthly owner costs as percentage of household income (SMOCAPI) across the City of Dubuque, Dubuque County, and the State of Iowa. This shows the percentage of owner income that is going towards housing for owners who have a mortgage. The City of Dubuque has just slightly more households that are paying 35% or more of their income on housing compared to the state average.

*Table 18: Gross Rent as a Percentage of Household Income (GRAPI)*

| | City of Dubuque | | Dubuque County | | Iowa | |
|---|---|---|---|---|---|---|
| Occupied units paying rent *(excluding units where GRAPI cannot be computed)* | 8,569 | | 9,656 | | 338,023 | |
| | **Estimate** | **Percent** | **Estimate** | **Percent** | **Estimate** | **Percent** |
| Less than 20.0 percent | 2,633 | 31% | 3,107 | 32% | 108,091 | 32% |
| 20.0 to 24.9 percent | 1,156 | 13% | 1,420 | 15% | 47,743 | 14% |
| 25.0 to 29.9 percent | 731 | 9% | 935 | 10% | 37,736 | 11% |
| 30.0 to 34.9 percent | 598 | 7% | 705 | 7% | 27,083 | 8% |
| 35.0 percent or more | 3,451 | 40% | 3,489 | 36% | 117,370 | 35% |

*Source: ACS 5-Year Estimates (2020)*

Table 18, breaks down the percentage of household income that renters are paying in each jurisdiction. It can be seen that the percentage of renters in Dubuque that are paying 35% or more is 4-5% larger than the Dubuque County and the State of Iowa respectively.

## Unemployment Rate

Table 19 shows the City of Dubuque's unemployment rates in comparison to Dubuque County and the State of Iowa. During the 2019-2021, the unemployment rates in the City of Dubuque, MSA, Dubuque County, and Iowa have been consistently below the national average during this same time frame. Each jurisdiction saw a very large jump in unemployment in 2020 due to Covid-19.

Per the 2021 statistics, the City of Dubuque still has not returned to its pre-covid unemployment number though it has seen significant improvement from 6.5% in 2020 to 4.2% in 2021. Still, the significant decrease in unemployment in just a year, despite the Covid-19 pandemic, shows the high demand for jobs within the City of Dubuque. A strong local economy is likely an important factor behind recent housing price increases.

*Table 19: Annual Average Unemployment (Not Seasonally Adjusted)*

| Year | City of Dubuque | Dubuque County | Iowa |
|---|---|---|---|
| 2019 | 2.7% | 2.7% | 2.6% |
| 2020 | 6.5% | 5.8% | 5.1% |
| 2021 | 4.2% | 4.0% | 4.2% |
| 3-Year Average | 4.5% | 4.1% | 4.0% |

*Source: U.S. Department of Labor, Bureau of Labor Statistics*

## Laborshed Wage

The final criteria that is needed for this study is the laborshed wage analysis. The Iowa Economic Development Authority (IEDA) calculates laborshed wages based on the employment area's actual commuting patterns. Table 20 shows IEDA's FY 2022 wage requirements for the City of Dubuque and comparable Iowa communities

*Table 20: Laborshed Wage Comparison*

| **City** | **County** | **120% Wage** | **100% Wage** | **90% Wage** |
|---|---|---|---|---|
| Dubuque | Dubuque | $ 25.36 | $ 21.13 | $ 19.02 |
| Sioux City | Woodbury | $ 24.67 | $ 20.56 | $ 18.50 |
| Council Bluffs | Pottawattamie | $ 27.53 | $ 22.94 | $ 20.65 |
| Waterloo | Black Hawk | $ 24.01 | $ 20.01 | $ 18.01 |

*Source: Iowa Economic Development Authority*

Annual Salaries in Dubuque fall below the statewide average and the city's median salary ranks in the lower half of Iowa's metropolitan areas. Table 21 lists the median annual salary for the State of Iowa and its metropolitan areas. Lower annual salaries in Dubuque could negatively impact housing affordability in the community.

*Table 21: Median Annual Salaries 2021*

| City | Median Annual Salary (2021) |
|---|---|
| Council Bluffs | $75,500 |
| Cedar Rapids | $74,500 |
| Waterloo | $70,000 |
| State of Iowa | $70,000 |
| Iowa City | $68,500 |
| Ames | $65,000 |
| Dubuque | $65,000 |
| Davenport | $65,000 |
| Sioux City | $62,000 |
| Des Moines | $61,000 |

*Source: Iowa Workforce Development*

The laborshed analysis also shows that there is a large gap in median wages and education attainment between the different industries in the City of Dubuque. Table 21 presents each industry's median hourly wage and median annual salary. Figures 3-4 show the lowest median hourly wage that workers are willing to accept. Finance, Construction, and Manufacturing had the highest hourly wages, while Health Care and Professional Services had the highest salaries.

*Table 22: Education of Available Labor by Industry*

| Industry | Education Beyond HS | Some Education Beyond HS, No Degree Obtained | Trade Certification/Vocational Training | Associate Degree | Bachelor's Degree or Above |
|---|---|---|---|---|---|
| Agriculture, Forestry, & Mining | ** | ** | ** | ** | ** |
| Construction | 42.9% | 28.6% | 14.3% | 0.0% | 0.0% |
| Education | 100.0% | 15.4% | 0.0% | 7.7% | 76.9% |
| Entertainment & Recreation | 66.7% | 0.0% | 0.0% | 0.0% | 66.7% |
| Finance, Insurance, & Real Estate | 85.7% | 14.3% | 0.0% | 14.3% | 57.1% |
| Government & Public Administration | 100.0% | 0.0% | 0.0% | 0.0% | 100.0% |

| | | | | | |
|---|---|---|---|---|---|
| Healthcare & Social Services | 84.0% | 8.0% | 4.0% | 16.0% | 56.0% |
| Manufacturing | 64.5% | 22.6% | 3.2% | 12.9% | 25.8% |
| Personal Services | 83.4% | 33.3% | 16.7% | 16.7% | 16.7% |
| Professional Services | 70.5% | 17.6% | 0.0% | 0.0% | 52.9% |
| Transportation, Communication, & Utilities | 84.7% | 46.2% | 7.7% | 0.0% | 30.8% |
| Wholesale & Retail Trade | 72.3% | 30.6% | 5.6% | 16.7% | 19.4% |

***Top percentages among industries per education level are highlighted in the table. **Insufficient survey data/refused***

*Source: Iowa Workforce Development, City of Dubuque Laborshed Report (2021)*

*Table 23: Median Hourly Wage & Annual Salary*

| Industry | Median Hourly Wage | Median Annual Salary |
|---|---|---|
| Agriculture, Forestry, & Mining | ** | ** |
| Construction | $ 21.08 | ** |
| Education | $ 14.55 | $ 55,000.00 |
| Entertainment & Recreation | $ 15.00 | ** |
| Finance, Insurance, & Real Estate | $ 21.52 | $ 60,000.00 |
| Government & Public Administration | ** | ** |
| Healthcare & Social Services | $ 15.50 | $ 67,000.00 |
| Manufacturing | $ 20.00 | $ 60,000.00 |
| Personal Services | ** | ** |
| Professional Services | $ 11.35 | $ 68,500.00 |
| Transportation, Communication, & Utilities | $ 19.78 | $ 54,146.00 |
| Wholesale & Retail Trade | $ 13.00 | $ 48,000.00 |

*Source: Iowa Workforce Development, City of Dubuque Laborshed Report (2021)*

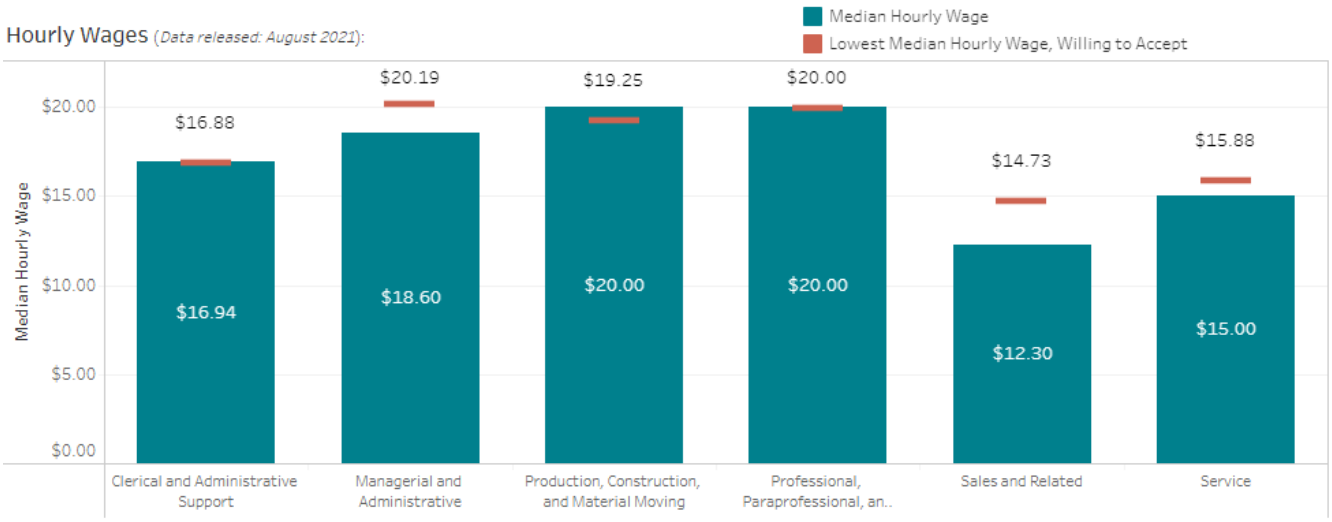



*Figure 3: Iowa Workforce Development's Laborshed Analysis by Occupational Category (Hourly)*
*Source: Iowa Workforce Development, City of Dubuque Laborshed Report (2021)*

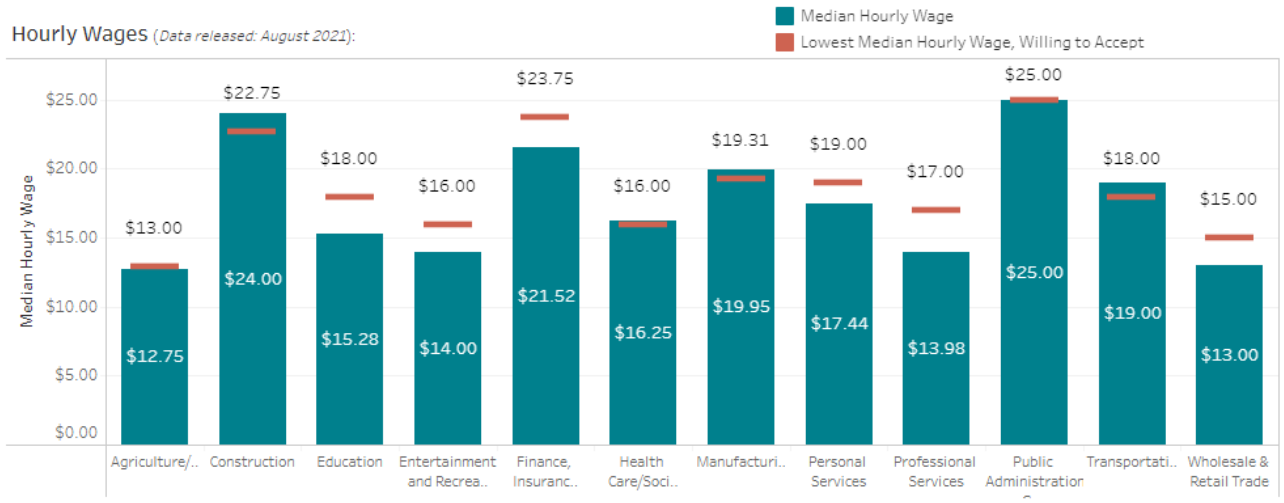



*Figure 4: Iowa Workforce Development's Laborshed Analysis by Industry Category (Hourly)*
*Source: Iowa Workforce Development, City of Dubuque Laborshed Report (2021)*

*Visualizations of Annual Salary Data were unavailable on the Iowa Workforce Development website during the writing of this report.

# Conclusion

In accordance with the WHTIP's administrative rule, this study's goal was to evaluate whether or not the City of Dubuque has a severe housing shortage relative to demand, low vacancy rates, or rising housing costs combined with low unemployment.

The data and subsequent analysis included in this report show a high need for housing units within the City of Dubuque. Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time. Cost overburdened renters and relatively low unemployment despite the Covid-19 pandemic, show a sustained need for workforce housing in the City of Dubuque.

By submitting this report, we request your consideration for the City of Dubuque to gain the designation as a distressed housing community under the IEDA Workforce Housing Tax Incentive Program.



# Dubuque County Housing Needs Assessment

October 2025


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Cover Image: Blue Sky Estates and Eagle Valley subdivisions in the city of Dubuque.
Photo provided by Greater Dubuque Development Corporation.

# 1. Introduction

Greater Dubuque Development Corporation has contracted with the East Central Intergovernmental Association (ECIA) to produce a housing needs assessment for Dubuque County, Iowa.

## Purpose

The purpose of this housing needs assessment is to review the most accurate and up-to-date information available in order to better understand the current housing conditions and provide a forecast of future housing production needed to achieve a balanced housing market over the next ten years.

The assessment will provide a macro level assessment of housing in Dubuque County, offering a broad perspective that examines overarching trends and systematic factors rather than focusing on specific neighborhoods or submarkets.

The assessment will include a review of data from a variety of sources including the U.S. Census Bureau, State of Iowa, real estate professionals, and local governments. Analysis of these data trends will provide a foundation for future population and housing forecasts that will help guide future housing-related decisions.

## Greater Dubuque Development Corporation

Greater Dubuque Development Corporation is an economic development organization that is dedicated to serving Dubuque County, IA and committed to assisting its partners in Clayton, Delaware, Jones, Jackson, Jo Daviess, and Grant counties to elevate the economic and community development of our region.

Greater Dubuque Development Corporation's mission is to serve as the premier economic development organization in the region. Greater Dubuque drives economic prosperity by attracting, retaining, and growing businesses, serving as a convener and catalyst of strategic collaboration and population growth.

## East Central Intergovernmental Association

East Central Intergovernmental Association (ECIA) is an organization of counties, cities and other local governments serving a five-county area in eastern Iowa that includes Cedar, Clinton, Delaware, Dubuque, and Jackson counties.

Established in 1974, ECIA provides services and programs across six broad categories including: Community Development, Economic Development, Housing Assistance, Special Programs, Transit, and Transportation and Planning. ECIA's mission is to proactively enhance

the well-being of our region by forging strong county and community partnerships, developing innovative solutions, and delivering essential services.

## Components of a Balanced Housing Market

Generally, a balanced housing market is one where new housing construction keeps pace with population growth. In a balanced market, housing costs typically move at a steady, sustainable pace rather than swinging sharply up or down, and vacancy rates stay in a range that is neither too high or too low.

Key features of a balanced market include:

- Neither buyers and sellers or landlords and renters have an overwhelming advantage.
- Housing costs don't grow faster than wages.
- New construction generally keeps pace with population growth and vacancy rates stay in the balanced range.

### Balanced Vacancy Rate

Vacancy rates are a key measure of the balance between housing supply and demand. A low vacancy rate indicates that demand is exceeding supply, leading to rising rents and home prices, affordability issues, and difficulty finding a home. A high vacancy rate can signal oversupply, weak demand, or economic challenges which can discourage investment.

A balanced vacancy rate is key for mobility. Available housing units allow people to move when they need to for a new job, upgrade to bigger home for a growing family, or downsize when their needs change. A healthy vacancy rate can also help keep housing prices in check by encouraging competition in the housing market. A vacancy rate that is too low will tilt the market toward sellers and landlords, while too many vacancies will tilt it to buyers and renters.

### Balanced Housing Costs

In a balanced housing market, rents and home prices typically move in at a steady sustainable pace that benefits both sellers and landlords and buyers and renters without giving one too much of an advantage. Growth is steady enough to allow landlords to maintain properties and cover costs, but not too fast to price out renters. For the owner-occupied market, the balanced market encourages investment and allows owners to build equity and while keeping homes prices attainable for new buyers.

Further discussion of balanced market vacancy rates and costs is provided later in this report in in *Section 5 Housing Market*.

With this report focused on broad, county-wide trends, we will not be able to conduct a detailed analysis of individual communities, neighborhoods, or specific housing submarkets by type or price point. It is important to recognize that while overall market conditions may appear balanced, there may still be areas within the county or particular segments of the housing market where imbalances persist.

# 2. Demographic Trends

## Dubuque County Overview

Dubuque County is located in northeast Iowa along the Mississippi River in a tri-state area that borders Illinois and Wisconsin. The county's 2020 decennial census population was 99,266, representing a six percent increase since 2010. Dubuque was the first area in what eventually became the State of Iowa to be settled by Europeans. Early settlers were drawn to the area by lead mining, trading, and river transportation. Today's economy is driven by a diverse collection of industries including healthcare and manufacturing.

Dubuque County is home to 21 incorporated cities. The city of Dubuque is the county's most populous with just under 60,000 residents at the 2020 census. The next largest includes a group of six cities with populations between 1,000 and 6,000. The remaining communities have populations under 400, including six with fewer than 100. Approximately 80,000 Dubuque County residents live in incorporated cities, while the remaining 18,000 live in the unincorporated areas of the county. Table 2.1 provides the 2020 census population of Dubuque County and its cities, and Figure 2.1 provides a map of the county.

*Table 2.1. Dubuque County Population*

| City | Population |
|---|---|
| Dubuque | 59,667 |
| Asbury | 5,943 |
| Dyersville | 4,477 |
| Cascade | 2,386 |
| Epworth | 2,023 |
| Peosta | 1,908 |
| Farley | 1,766 |
| New Vienna | 382 |
| Worthington | 382 |
| Holy Cross | 356 |
| Luxemburg | 245 |
| Rickardsville | 202 |
| Sherill | 189 |
| Centralia | 116 |
| Bernard | 114 |
| Sageville | 95 |
| Zwingle | 84 |
| Balltown | 79 |
| Graf | 76 |
| Bankston | 23 |
| Durango | 20 |
| **City Total** | **80,533** |
| | |
| **Unincorporated Population** | **18,733** |
| | |
| **Total County Population** | **99,266** |

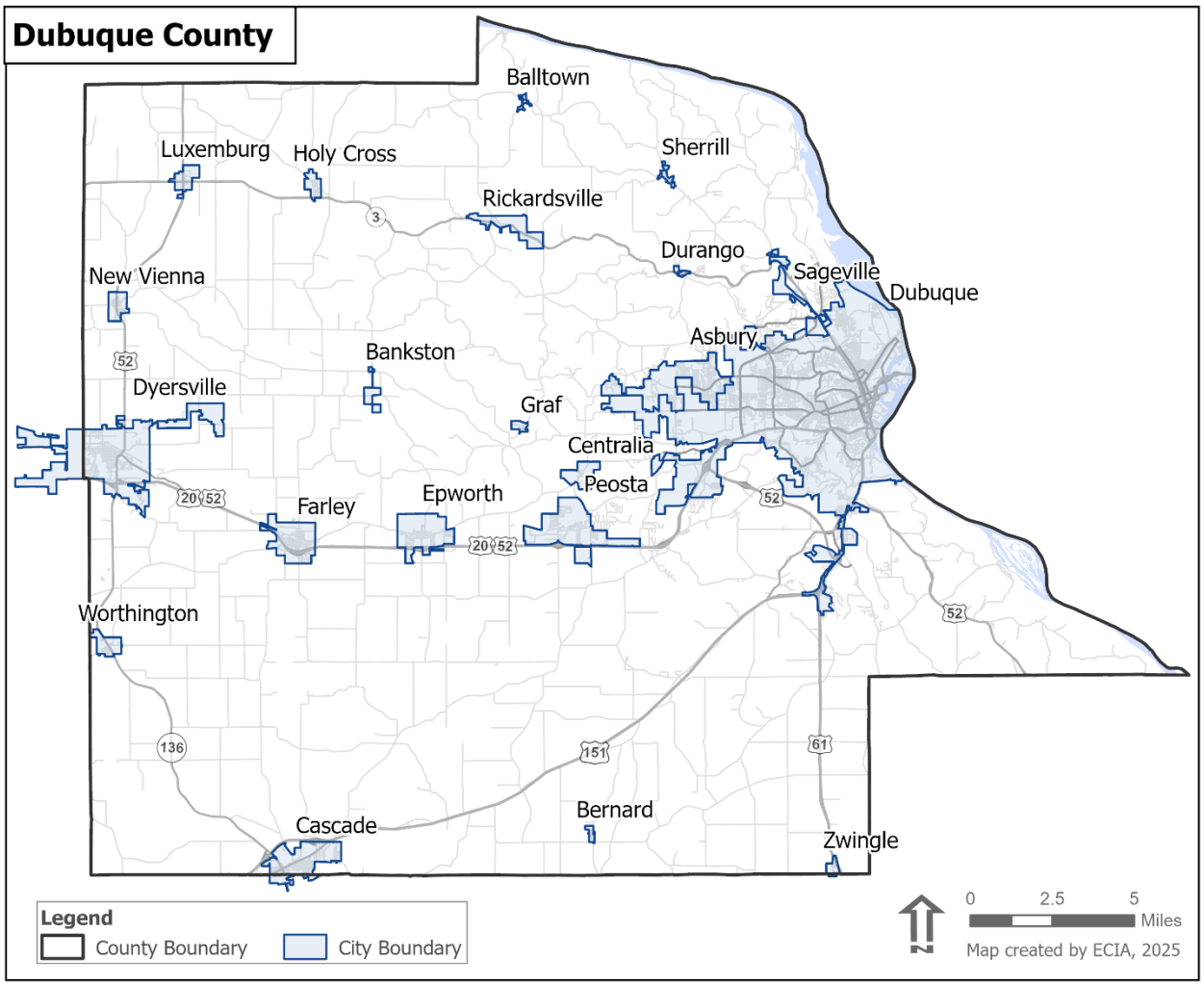



*Figure 2.1. Dubuque County Map*

## Population Change

Dubuque County's population has grown steadily for most of its history, reaching 56,000 residents by the start of the 20th century, and 93,745 by 1980. This growth pattern was interrupted in the 1980s, when a downturn in the farm economy resulted in a period of population decline. Over time, the county regained its economic footing and began to grow again, adding approximately 12,800 residents between 1990 and 2020.

In the most recent decennial census period (2010 to 2020), Dubuque County added 5,613 residents, a faster rate than the county's long-term growth average of about 4,500 additional residents every ten years. Figure 2.2. charts Dubuque County's historical population from 1850 to 2020, with a trend line representing long-term growth.

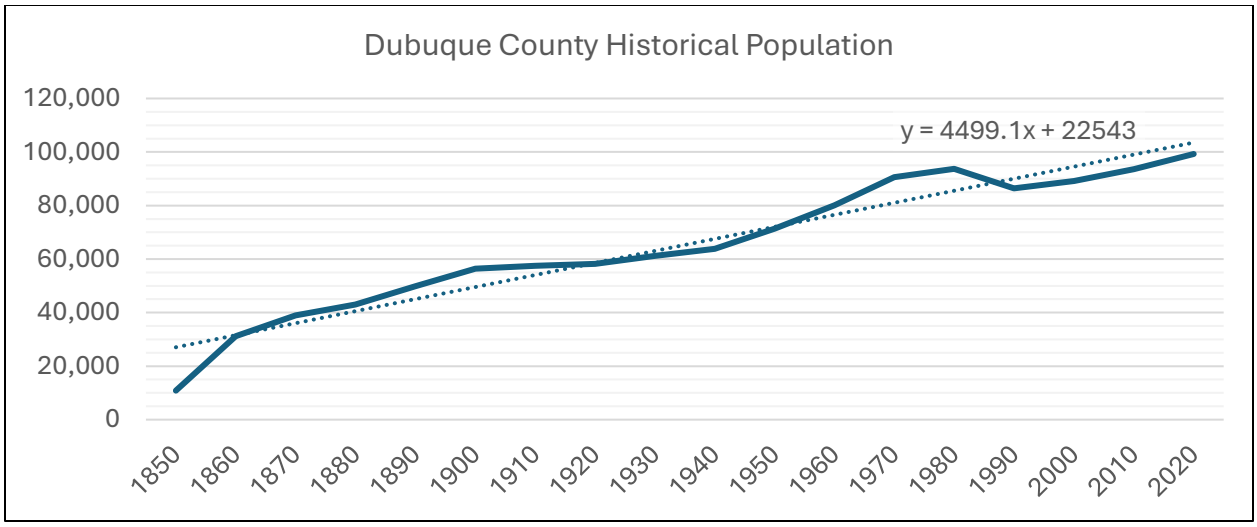



*Figure 2.2. Dubuque County Historical Population*
*Source: US Census Bureau, Decennial Census*

Since 1990, most of Dubuque County's population growth has occurred in its smaller cities and unincorporated areas, while the city of Dubuque's population held steady at around 57,000. This trend shifted in the 2010-2020 period where growth continued in the smaller communities, but the city of Dubuque also grew, adding 2,030 residents in the decade. Figure 2.3 shows the population change in Dubuque County, compared with population change in the City of Dubuque, cities in Dubuque County with over 1,000 people, and cities in Dubuque County under 1,000 people (classified in the figure as "small cities").

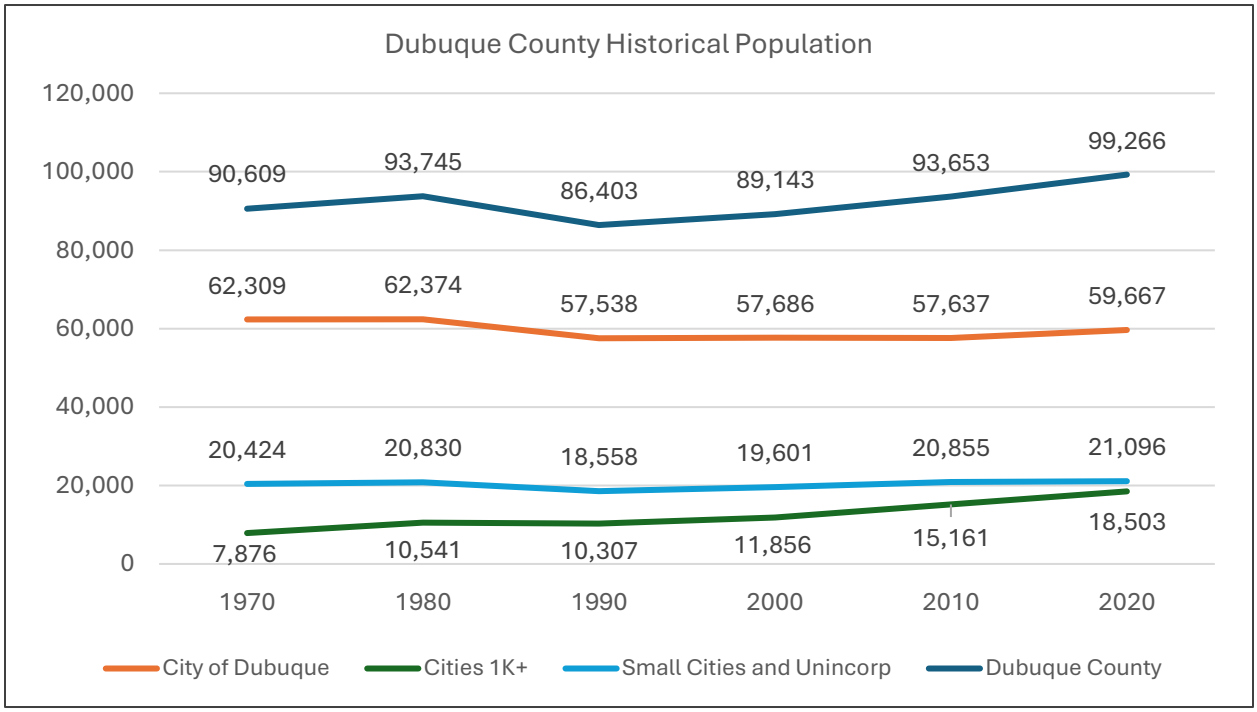



*Figure 2.3. Dubuque County Historical Population with Sub Areas*
*Source: US Census Bureau, Decennial Census*

U.S. Census Bureau annual population estimates suggest that the county's population growth rate may have slowed since 2020. The July 1, 2024 estimate placed the county's population at 99,242, essentially unchanged from the 2020 Census count. While these annual estimates provide an indicator of recent trends, they are less precise than the decennial census, and have previously underestimated Dubuque County's population. Therefore, should be interpreted with some caution.

## Age and Sex

Figure 2.4 shows the distribution of age and sex within Dubuque County as of the 2020 decennial census. Dubuque County's population increased with people over 65 (4,416 people) and people 20 to 34 (1,916 people). Dubuque County's population decreased with people under 20 (-49 people) and 35 to 64 (-670 people). Males made up a slightly larger share of the population growth (3,148 people) than women (2,465 people).

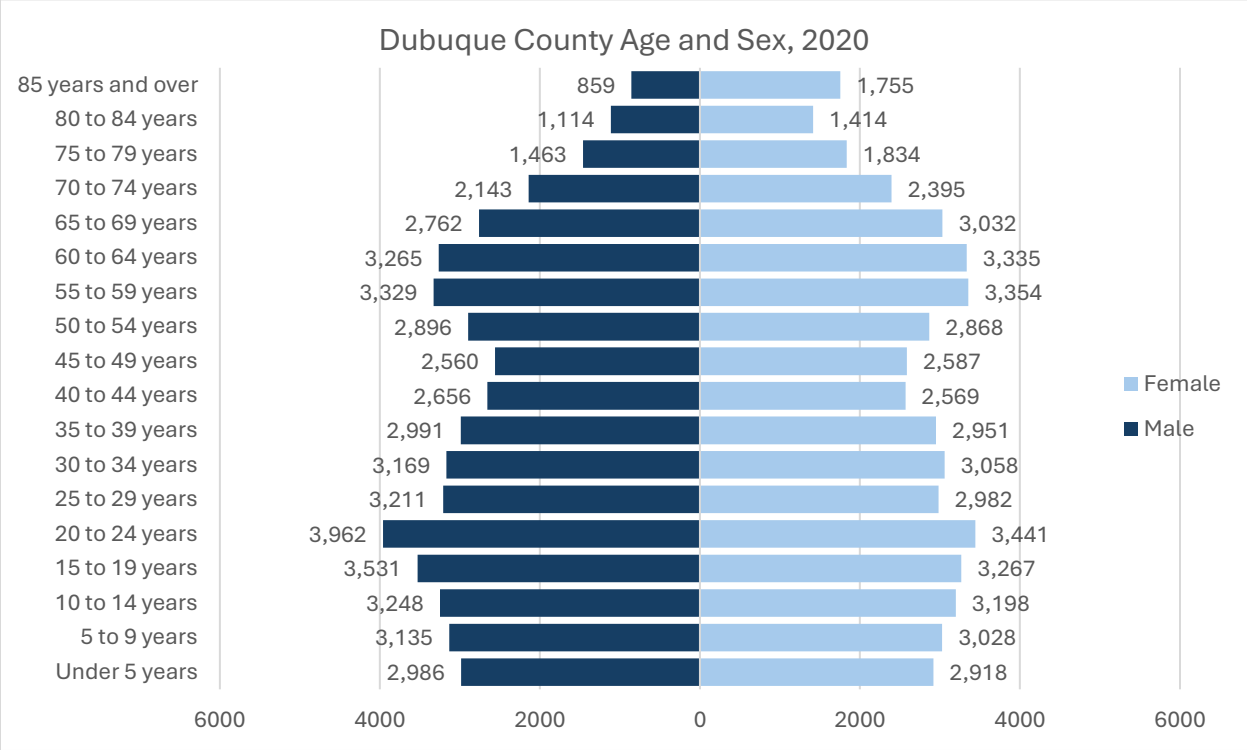



*Figure 2.4. Dubuque County Age and Sex, 2020*
*Source: US Census Bureau, Decennial Census*

## Race and Ethnicity

Table 2.2 shows the percentage of Dubuque County's population by race and ethnicity. Dubuque County, while still predominantly white, has been steadily growing more diverse since 2000.

*Table 2.2. Dubuque County Race and Ethnicity from 2000 to 2020*

| Year | Black or African American alone | American Indian and Alaska Native alone | Asian alone | Native Hawaiian and Other Pacific Islander alone | Some other race alone | Two or more races | White alone not Hispanic or Latino | Hispanic or Latino origin |
|---|---|---|---|---|---|---|---|---|
| **2020** | 4.2% | 0.3% | 1.0% | 0.8% | 1.1% | 3.7% | 88.0% | 3.0% |
| **2010** | 2.7% | 0.2% | 0.9% | 0.3% | 0.5% | 1.3% | 92.9% | 1.9% |
| **2000** | 0.9% | 0.1% | 0.6% | 0.1% | 0.5% | 0.8% | 96.5% | 1.2% |

*Source: US Census Bureau, Decennial Census*

## Households and Families

A household is a group of people who live together, while a family is a group of people who live together and are related. A household can contain multiple families, or no families. A household has a designated householder, who is usually the person who owns, rents or is buying the home. A family household is a householder and one or more other people who are related by birth, marriage or adoption. A family group is two or more people who are related by birth, marriage or adoption.

### Household Size

Changes in household size can affect housing demand. When average household size decreases, additional units are needed even if the overall population remains the same, since each unit houses fewer people.

The average household size in Dubuque County has gradually declined over the long term, with little change in recent years. The most recent ACS estimate places the county's average household size at 2.3 persons, compared to 2.62 in 1990. Table 2.3 provides the average household size for all occupied units in Dubuque County and four other metropolitan counties in eastern Iowa for comparison. The data show that similar average household sizes across the five counties, with only minor changes between the 2009–2013 and 2019–2023 periods.

*Table 2.3. Average Household Size in Selected Iowa Counties*

| County | 2009-2013 | 2014-2018 | 2019-2023 |
|---|---|---|---|
| **Dubuque** | 2.4 | 2.4 | 2.3 |
| **Black Hawk** | 2.4 | 2.4 | 2.3 |
| **Johnson** | 2.3 | 2.4 | 2.4 |
| **Linn** | 2.4 | 2.4 | 2.4 |
| **Scott** | 2.4 | 2.5 | 2.4 |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates, Table B25010*

Figure 2.5 compares average household size by housing tenure. Household sizes are typically larger in owner-occupied units than in renter-occupied units. In Dubuque County, the

average household size for owner-occupied units has remained stable at 2.5, while the average size in renter-occupied units declined from 2.1 to 1.9. A similar trend can be seen in the other peer comparison counties in the figure.

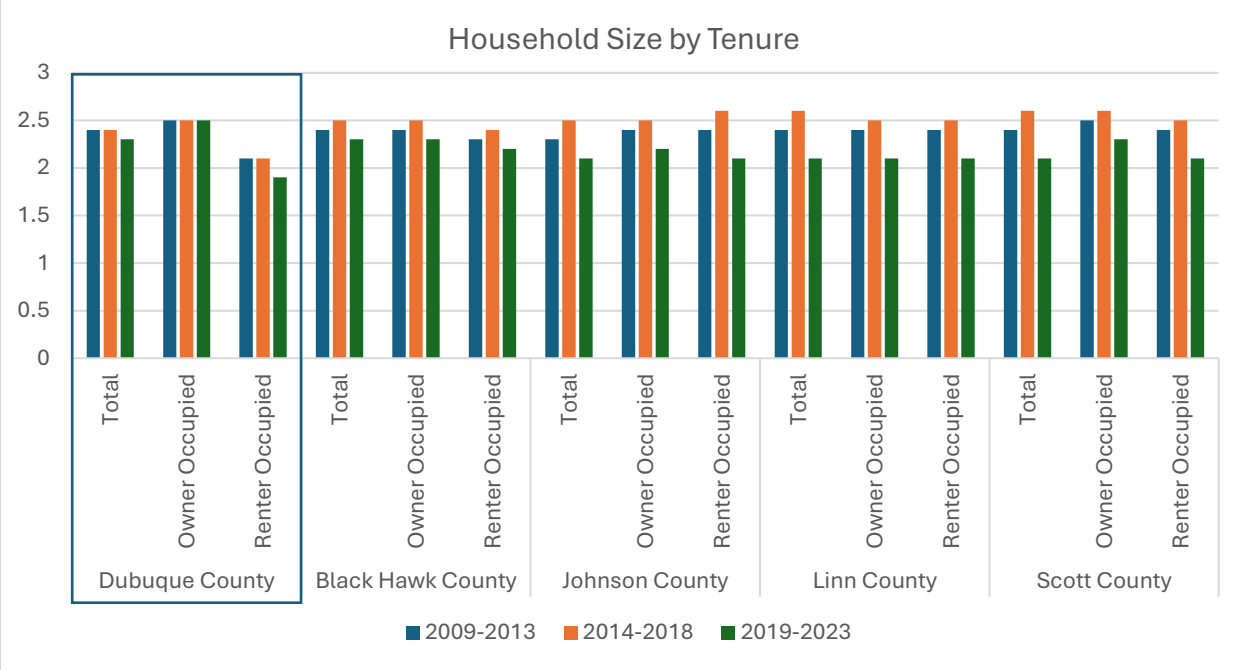



*Figure 2.5. Average Household Size by Tenure in Selected Iowa Counties*
*Source: US Census Bureau, 2019-2023 American Community Survey Estimates, Table B25010*

## Migration

The US Census Bureau's ACS 2023 5-year estimates for population migration in the previous year shown the following table. Dubuque County was in line with peer counties outside of Black Hawk County and Johnson County, possibly due to the presence of the University of Northern Iowa in Black Hawk and University of Iowa in Johnson. Both universities have large numbers of new students moving in each year.

*Table 2.4. Percent of Population that Migrated to Selected Iowa Counties in past year*

| County | % Migrated to County |
|---|---|
| **Dubuque** | 5.1% |
| **Black Hawk** | 6.2% |
| **Johnson** | 11.9% |
| **Linn** | 5.0% |
| **Scott** | 5.6% |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates, Table B25010*

# 3. Economic Trends

This section provides an overview of the economic trends that influence Dubuque County's housing market.

## Employment Trends

Employment is closely linked to population growth and housing demand. New job opportunities attract people to the area and encourage existing workers to stay. In turn, the housing industry supports economic activity and job creation. Home construction, sales, maintenance all generate additional employment, creating a feedback loop between housing development and economic growth.

Over the past several decades, Dubuque County has experienced some fluctuations in total employment, though the long-term trend reflects steady growth. Figure 3.1 presents Dubuque County's total monthly nonfarm employment data from Iowa Workforce Development. On average, the county added approximately 560 jobs per year between January 1990 and January 2019.

The COVID-19 pandemic caused a sharp and rapid decline in total employment beginning in the spring of 2020. However, the county regained most of those jobs between 2021 and 2023. Employment growth has leveled off some in 2024 and the first half of 2025, with total employment stabilizing around 52,000.

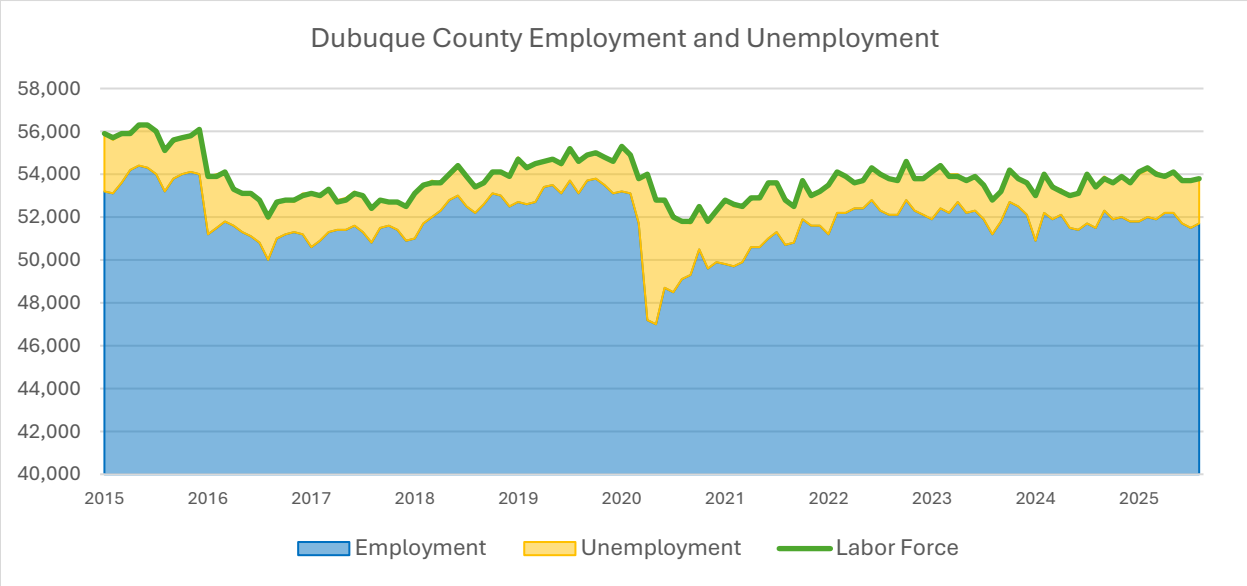



*Figure 3.1. Dubuque County Monthly Employment, Unemployment, and Labor Force. Not Seasonally adjusted.*
*Source: Iowa Workforce Development*

## Unemployment

The county's labor force includes the people employed plus those who are unemployed and looking for work. In recent years the unemployed percentage of the county's workforce has generally aligned with the statewide unemployment rate. Figure 3.2 charts Dubuque County's annual average unemployment rate along with the statewide rate for comparison.

Prior to the pandemic, unemployment was on a downward trajectory. COVID-19 caused an unemployment spike in 2020 followed by a slow recovery over the next two years. Since then, unemployment rates have been near pre-pandemic levels, around 3%.

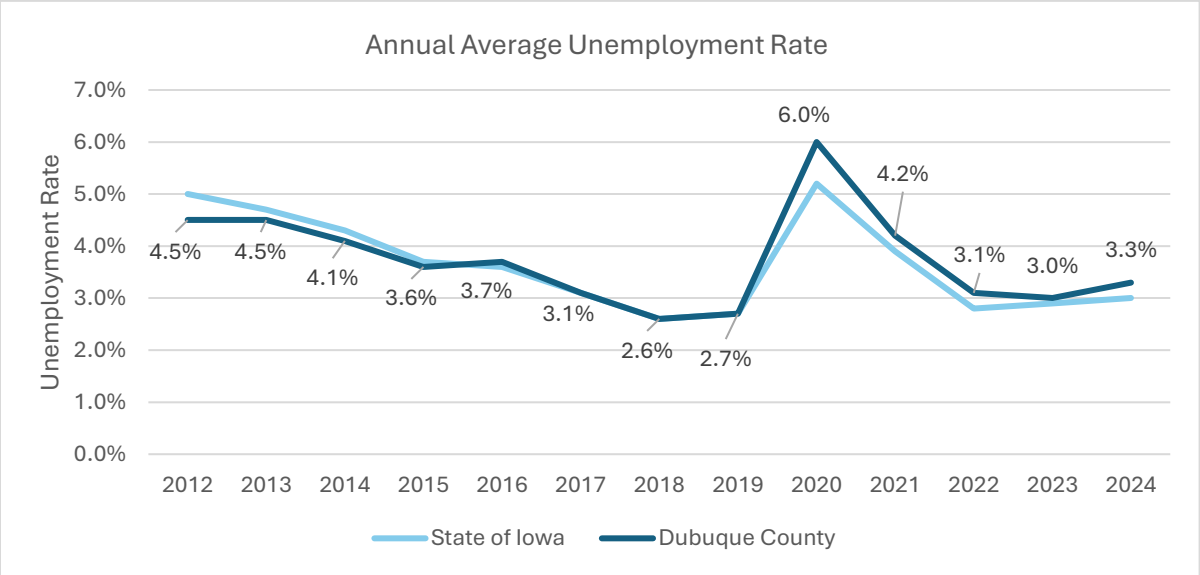



*Figure 3.2. Dubuque County Annual Average Unemployment Rate*
*Source: Iowa Workforce Development*

## Retirement and Labor Force Participation

An underlying factor in Dubuque County's recent labor force trends is an increase in retirements. While some workers opted to retire during the pandemic, the trend predates COVID-19 and is largely driven by long-term demographic changes.

The post-World War II baby boom generation represents one of the largest age cohorts in the county's population and a significant portion of its workforce. Organizations like Greater Dubuque Development have been monitoring this demographic shift for years, anticipating an impact on the area's workforce. The first segment of this cohort reached ages 65-69 in 2020. Larger portions of this cohort are now reaching traditional retirement age 65, likely accelerating the pace of the retirements over the next decade.

Although data on retirees is limited, the Social Security Administration publishes data on retired beneficiaries that helps illustrate this trend. As shown in Figure 3.3, the number of

retired beneficiaries has increased steadily each year, reaching roughly 15% of the county's population in 2024. This share is slightly under the statewide percentage of about 16%.

A growing retired population has the potential to impact housing in several key ways:

- Housing preferences: Many retirees may choose to downsize, seek low-maintenance housing, or move into multifamily or senior-oriented developments.
- Specialized housing needs: Over time, demand may increase for assisted living or nursing care facilities.
- Labor force replacement: As more workers retire, employers will need to attract new employees, either from within the county or through in-migration, which could create additional housing demand.

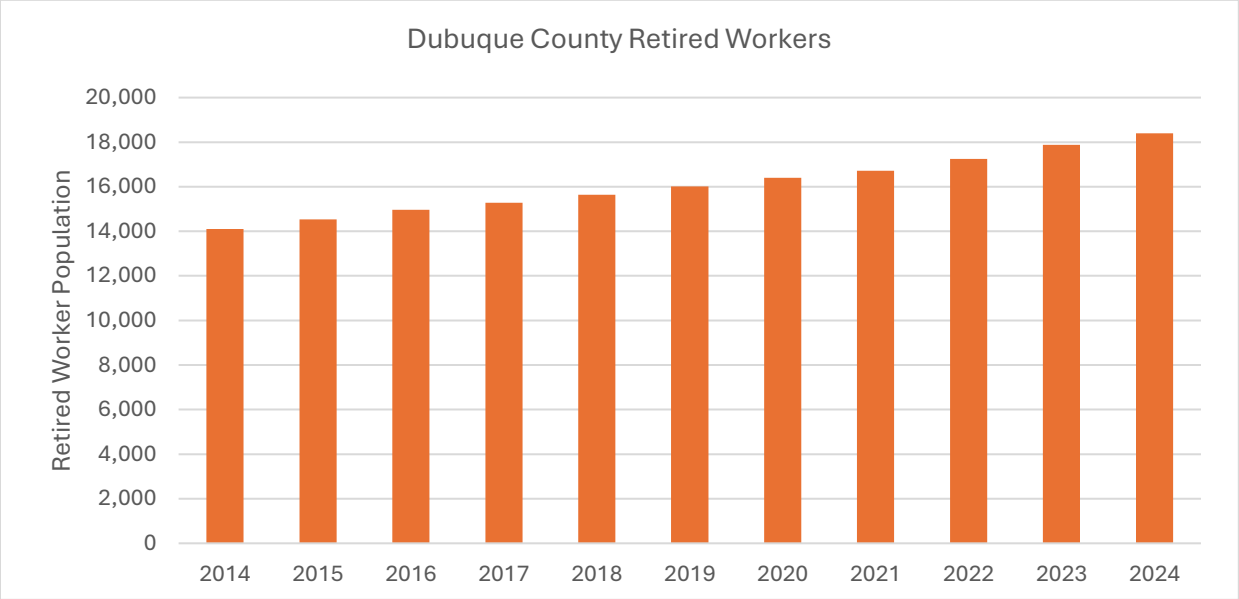



*Figure 3.3. Dubuque County Retired Worker Social Security Beneficiaries*
*Source: US Social Security Administration, OASDI Beneficiaries by State and County Report*

## Unemployment Comparison

Figure 3.4 compares the unemployment rate for the civilian labor force in Dubuque County and other peer counties using ACS 5-year estimates from 2009-2023. Dubuque County's unemployment rate fell from 4.8% to 3.8%, in line with peer counties aside from Black Hawk.

Note: ACS employment and unemployment estimates may vary from the official labor force data released by Iowa Workforce Development because of differences in survey design and data collection. The civilian labor force does not include members of the Armed Forces.

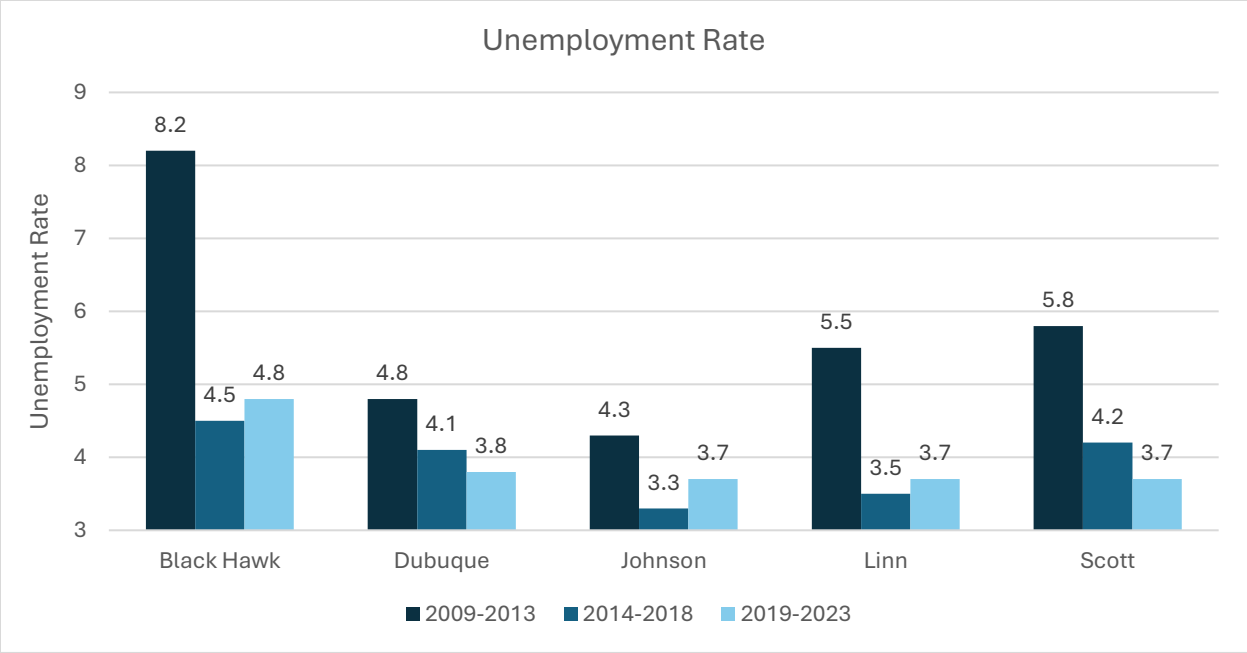



*Figure 3.4. Unemployment Rate in Selected Iowa Counties*
*Source: US Census Bureau, 2009-2023 American Community Survey Estimates,*

## Employment By Industry

The table below shows a 15-year comparison of employment by occupation for Dubuque County based on ACS 5-year estimates for 2009-2023. Most workers in Dubuque County work in management, business, science and arts occupations, and is the second-fastest growing sector behind production, transportation, and material moving occupations.

*Table 3.1. Employment by Industry in Dubuque County, 2009-2023*

| Occupations | 2013 | 2018 | 2023 | Change | % |
|---|---|---|---|---|---|
| **Management, business, science, and arts occupations** | 16,731 | 17,792 | 19,589 | 2,858 | 17.1% |
| **Service occupations** | 9,319 | 8,403 | 8,255 | -1,064 | -11.4% |
| **Sales and office occupations** | 11,996 | 11,752 | 10,721 | -1,275 | -10.6% |
| **Natural resources, construction, and maintenance occupations** | 4,012 | 4,079 | 3,671 | -341 | -8.5% |
| **Production, transportation, and material moving occupations** | 7,614 | 8,362 | 9,327 | 1,713 | 22.5% |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates,*

## Household Income

A person's income determines their ability to afford the necessities: shelter, food and water, medical care and more. Income is a critical housing-related factor because it drives key decisions including whether to rent or buy, as well as how much a household can reasonably afford to spend each month on rent or a mortgage.

The Figure 3.5 provides a comparison of income distribution for four15 household income ranges within Dubuque County: under $50,000; $50,000 to $100,000; $100,000 to $200,000; and over $200,000 based on ACS 5-year estimates for 2019-2023. A majority of households in Dubuque County fall below $100,000 in income. Median household income for Dubuque County was $75,919 in 2023.

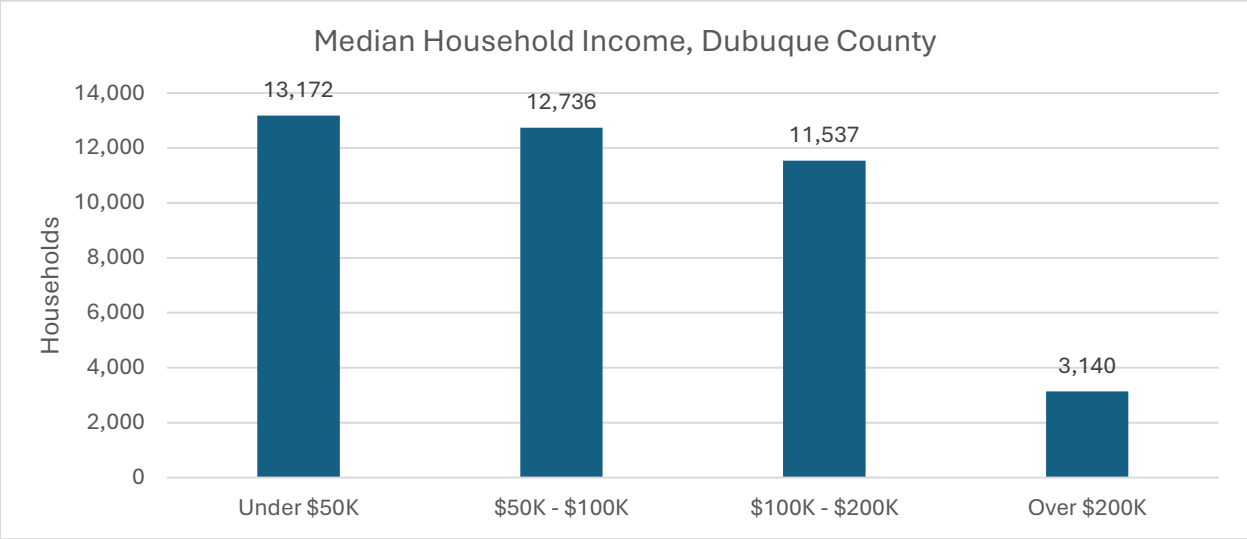



*Figure 3.5. Distribution of Median Household Income in Dubuque County*
*Source: US Census Bureau, 2019-2023 American Community Survey Estimates,*

Table 3.2 provides a 2023 regional comparison of median family income in the past 12 months by family type by the presence of own children under 18 years (5-year period estimates). Median Family Income is for the past 12 months in 2023 inflation-adjusted dollars.

| Family Type and Presence of Children | Black Hawk | Dubuque | Johnson | Linn | Scott |
|---|---|---|---|---|---|
| **Total Family** | $86,319 | $98,842 | $115,914 | $97,372 | $99,650 |
| **Married Couple Family** | $103,122 | $110,197 | $130,469 | $115,133 | $119,857 |
| **With own children under 18 years** | $113,930 | $131,387 | $145,462 | $132,560 | $134,262 |
| **No own children under 18 years** | $96,120 | $98,430 | $118,963 | $105,837 | $109,120 |
| **Male householder, no wife present** | $57,157 | $70,386 | $61,439 | $62,315 | $64,795 |
| **With own children under 18 years** | $47,531 | $71,023 | $52,121 | $54,824 | $61,699 |
| **No own children under 18 years** | $72,162 | $63,750 | $67,196 | $71,780 | $69,487 |
| **Female householder, no husband present** | $37,205 | $43,731 | $50,223 | $50,220 | $41,311 |
| **With own children under 18 years** | $32,321 | $36,810 | $44,458 | $42,816 | $35,015 |
| **No own children under 18 years** | $47,280 | $58,712 | $52,440 | $66,140 | $52,268 |

*Table 3.2. Median Family Income by Family Type in Dubuque County, 2019-2023*
*Source: US Census Bureau, 2019-2023 American Community Survey Estimates.*

In addition to household income and family income, the US Census Bureau collects data on nonfamily income and per capita income. Table 3.3 is a regional comparison for all four types of income based on ACS 5-year estimates from 2009-2023. All types of income have risen about 35-50% within Dubuque County which has been very competitive compared to peer counties.

*Table 3.3. Comparison of Incomes in Selected Iowa Counties, 2009-2023*

| Dubuque County | | | | | |
|---|---|---|---|---|---|
| **Income type** | **2013** | **2018** | **2023** | **Change** | **%** |
| **Median household income** | $51,475 | $61,321 | $75,919 | $24,444 | 47.5% |
| **Median family income** | $66,046 | $76,319 | $98,842 | $32,796 | 49.7% |
| **Median nonfamily income** | $30,499 | $32,148 | $42,232 | $11,733 | 38.5% |
| **Per capita income** | $26,254 | $31,096 | $40,624 | $14,370 | 54.7% |
| **Black Hawk County** | | | | | |
| **Income type** | **2013** | **2018** | **2023** | **Change** | **%** |
| **Median household income** | $45,747 | $52,688 | $64,581 | $18,834 | 41.2% |
| **Median family income** | $61,495 | $69,922 | $86,319 | $24,824 | 40.4% |
| **Median nonfamily income** | $29,252 | $32,008 | $37,409 | $8,157 | 27.9% |
| **Per capita income** | $24,273 | $29,100 | $42,099 | $17,826 | 73.4% |
| **Johnson County** | | | | | |
| **Income type** | **2013** | **2018** | **2023** | **Change** | **%** |
| **Median household income** | $53,424 | $61,640 | $74,721 | $21,297 | 39.9% |
| **Median family income** | $79,964 | $92,284 | $115,914 | $35,950 | 45.0% |
| **Median nonfamily income** | $30,135 | $32,789 | $43,147 | $13,012 | 43.2% |
| **Per capita income** | $29,592 | $34,310 | $44,699 | $15,107 | 51.1% |
| **Linn County** | | | | | |
| **Income type** | **2013** | **2018** | **2023** | **Change** | **%** |
| **Median household income** | $57,260 | $64,862 | $76,421 | $19,161 | 33.5% |
| **Median family income** | $75,761 | $84,320 | $97,372 | $21,611 | 28.5% |
| **Median nonfamily income** | $32,884 | $38,007 | $45,888 | $13,004 | 39.5% |
| **Per capita income** | $29,943 | $34,289 | $42,497 | $12,554 | 41.9% |
| **Scott County** | | | | | |
| **Income type** | **2013** | **2018** | **2023** | **Change** | **%** |
| **Median household income** | $52,735 | $58,803 | $76,363 | $23,628 | 44.8% |
| **Median family income** | $70,480 | $76,123 | $99,650 | $29,170 | 41.4% |
| **Median nonfamily income** | $30,624 | $33,725 | $46,284 | $15,660 | 51.1% |
| **Per capita income** | $28,948 | $31,873 | $42,754 | $13,806 | 47.7% |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates,*

## Poverty

Poverty rate is the ratio of the population whose income falls below the poverty line. The poverty line is taken as half the median household income of the total population. Poverty rates are used to determine eligibility for programs and benefits, such as Medicaid, Children's Health Insurance Program, and savings on marketplace health insurance.

Dubuque County's poverty rate has decreased from 10.9% to 9.4%, the second highest change compared to peer counties.

*Table 3.4. Poverty Rate in Selected Iowa Counties, 2009-2023*

| County | 2013 | 2018 | 2023 | Change | Percent Change |
|---|---|---|---|---|---|
| **Dubuque** | 10.9% | 11.7% | 9.4% | **-1.5%** | **-13.8%** |
| **Black Hawk** | 17.0% | 16.0% | 14.7% | **-2.3%** | **-13.5%** |
| **Johnson** | 17.7% | 17.8% | 16.7% | **-1.0%** | **-5.6%** |
| **Linn** | 9.7% | 9.5% | 9.9% | **0.2%** | **2.1%** |
| **Scott** | 13.1% | 12.1% | 11.6% | **-1.5%** | **-11.5%** |

*Table 3.4. Poverty Rate in Selected Iowa Counties, 2009-2023*
*Source: US Census Bureau, 2009-2023 American Community Survey Estimates.*

## Commuting – Inflow and Outflow

Figure 3.6 highlights the 15,511 workers living in Dubuque County (the light green circle) and 22,147 workers employed in Dubuque County (the dark green circle). The intersection of the two circles represents the 36,369 workers living and working in Dubuque County.

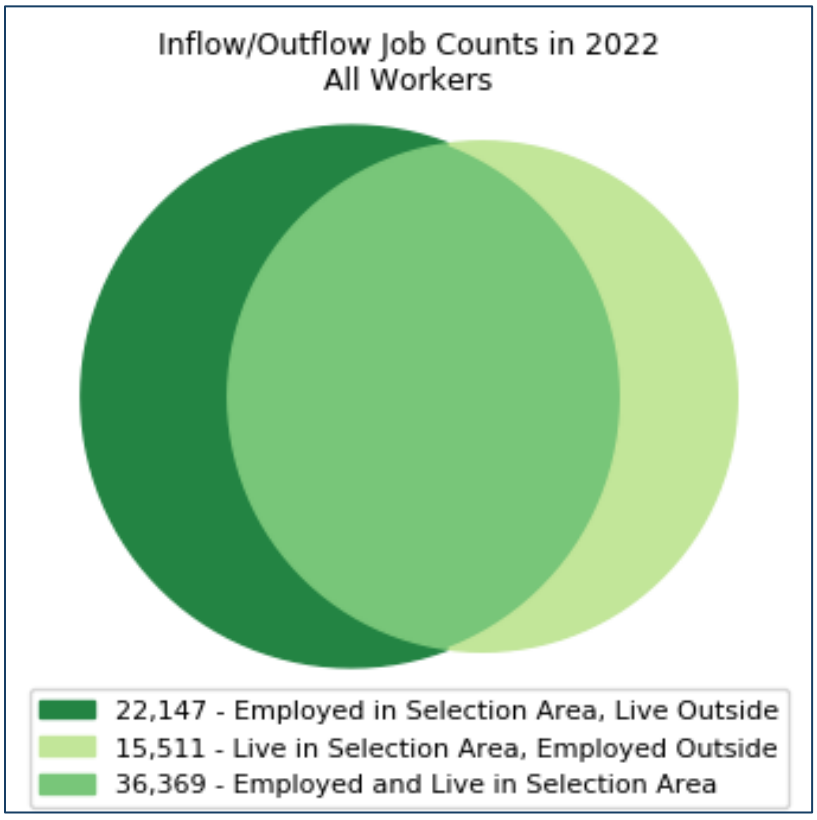



*Figure 3.6. Inflow/Outflow Job Counts in 2022, Dubuque County*
*Source: US Census Bureau, Census On The Map*

Table 3.5 shows the counts and percentages of Dubuque County's workers and residents that flow in and out of the city. 70.1% of residents also work in Dubuque County, and 62.2% of Dubuque County's workers live in the city.

*Table 3.5. Worker Totals and Flows in 2022, Dubuque County*

| Worker Totals and Flows | Count | Share |
|---|---|---|
| **Employed in the Selection Area** | 58,516 | 100% |
| **Employed in the Selection Area but Living Outside** | 22,147 | 37.8% |
| **Employed and Living in the Selection Area** | 36,369 | 62.2% |
| **Living in the Selection Area** | 51,880 | 100% |
| **Living in the Selection Area but Employed Outside** | 15,511 | 29.9% |
| **Living and Employed in the Selection Area** | 36,369 | 70.1% |

*Source: US Census Bureau, Census On The Map.*

The Home to Work map in Figure 3.7 indicates the commutes of Dubuque County residents in the workforce to their jobs. The table on the map shows that 59.8% of workers travel less than 10 miles from home, and 75.1% commute less than 25 miles.

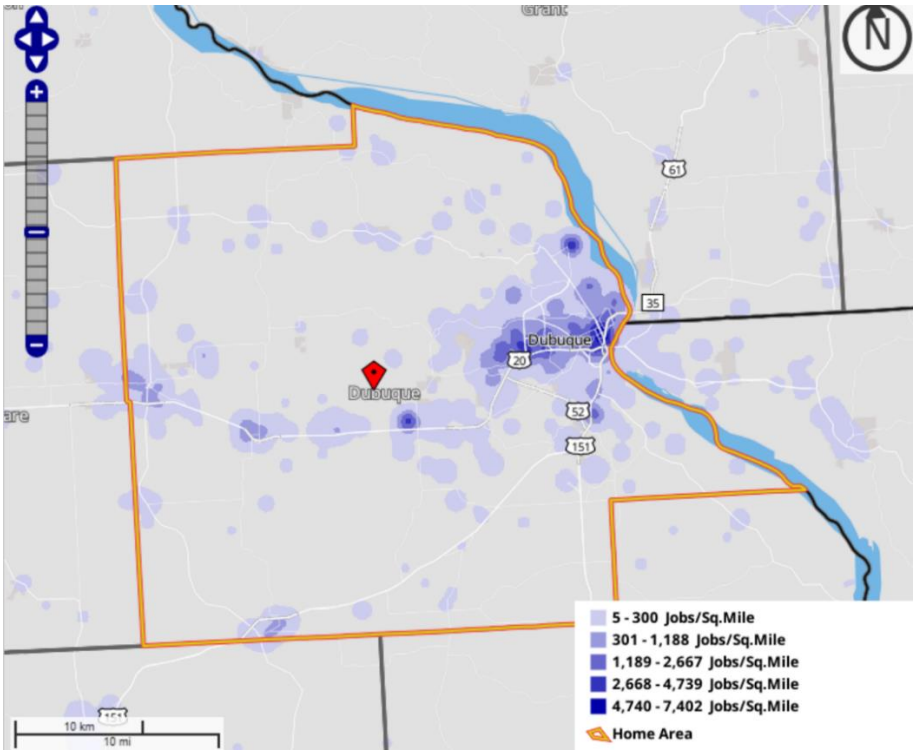



*Figure 3.7. Home to Work in 2022, Dubuque County*
*Source: US Census Bureau, Census On The Map.*

The Home to Work map indicates the commutes of Dubuque County residents in the workforce to their jobs. Table 3.6 shows that 55.7% of workers travel less than 10 miles from home, and 73% commute less than 25 miles.

*Table 3.6. Distance to Work for Dubuque County residents, 2022*

| Total All Jobs | Count | Share |
|---|---|---|
| **Less than 10 miles** | 32,568 | 55.7% |
| **10 to 24 miles** | 10,103 | 17.3% |
| **25 to 50 miles** | 3,829 | 6.5% |
| **Greater than 50 miles** | 12,016 | 20.5% |

*Source: US Census Bureau, Census On The Map*

Dubuque County commuting patterns have remained fairly consistent over the last several years. Figure 3.8 illustrates the home location of workers employed in Dubuque County, showing that the share who live and work in the county and those commuting into the county from outside. The percentages have remained fairly consistent since 2010.

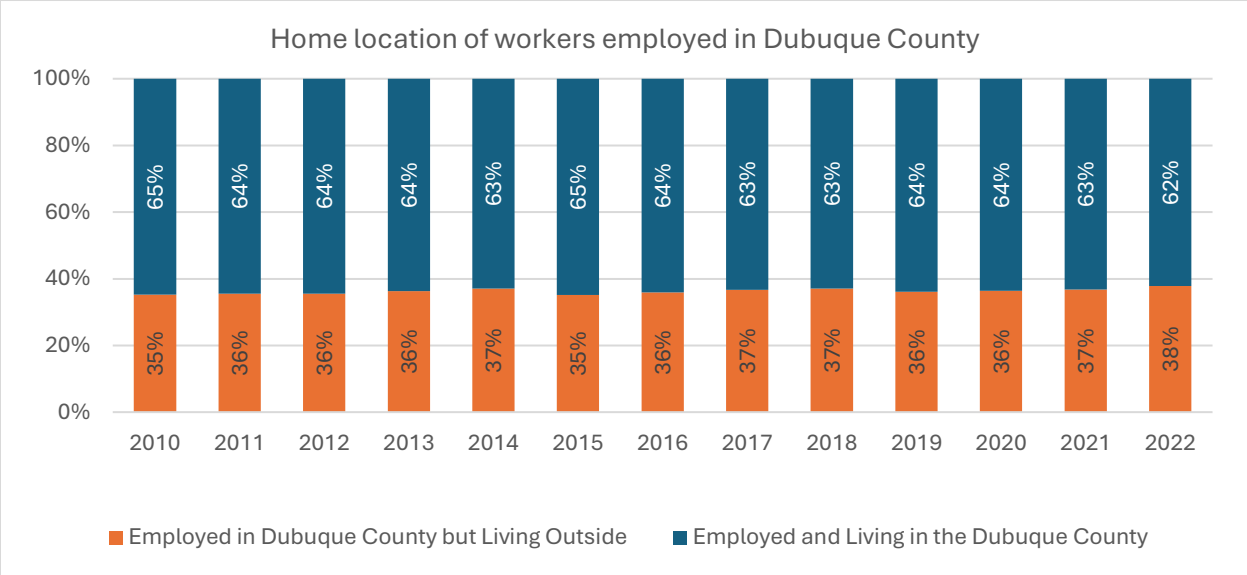



*Figure 3.8. Home location of workers employed in Dubuque County*
*Source: US Census Bureau, Census On The Map*

# 4. Housing Trends

There are many factors that go into understanding an area's housing supply, including answers to questions like: how much housing is there, where is it located, what kind of housing is there, who lives there, and how new is it?

## Number of Housing Units

According to US Census Bureau Decennial Census, the total number of housing units in Dubuque County grew from 35,505 in 2000 to 42,630 in 2020. Figure 4.1 shows a comparison between housing unit growth and growth in number of households between 1970 and 2020.

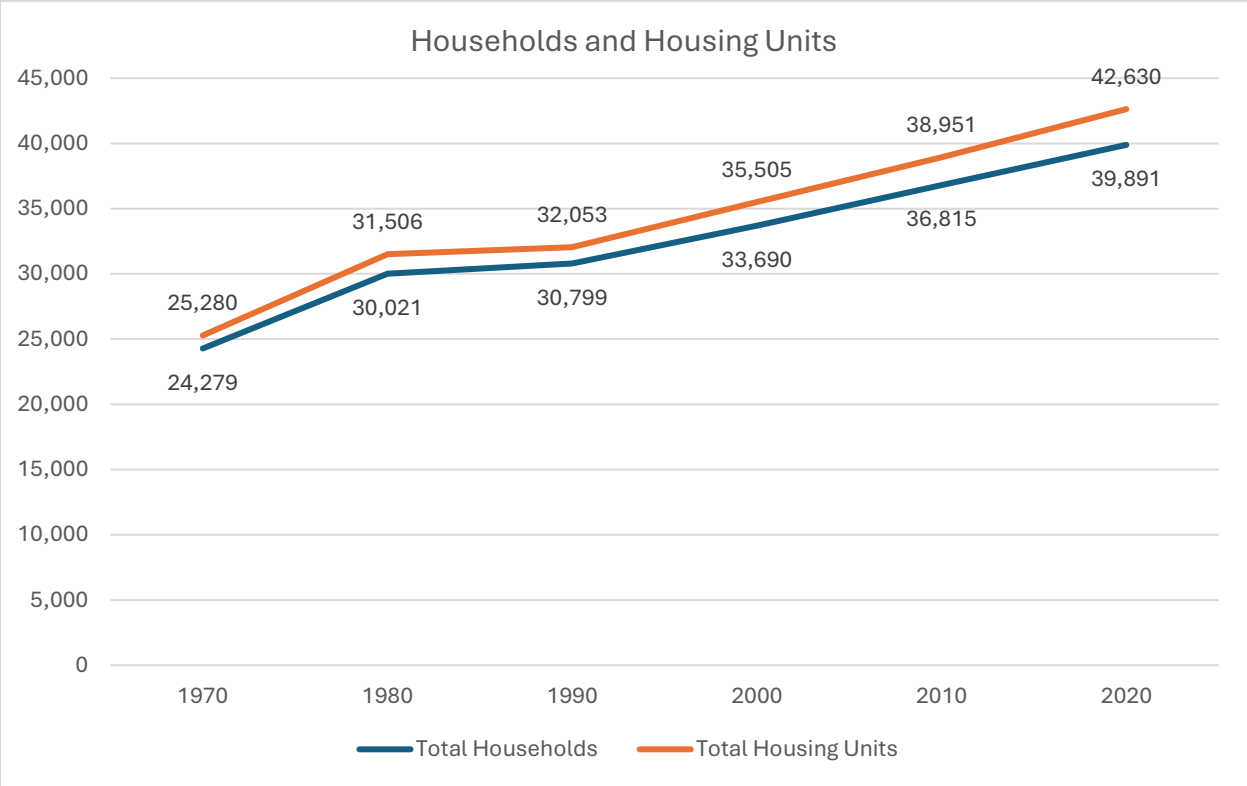



*Figure 4.1. Number of Households and Housing Units, Dubuque County 1970-2020*
*Source: US Census Bureau, Decennial Census*

## Units in Structure

Based on US Census Bureau ACS estimates for 2009-2023, the 15-year mix of housing types was predominantly single-family detached housing units in Dubuque County (72.3%).

The US Census Bureau ACS 5-year estimates provide housing data on owner- occupied and renter-occupied housing by the number of units for different housing structures.

Table 4.1 shows the predominant owner-occupied housing by units in structure for Dubuque County from 2009-2023. On average, over 90% of owner-occupied housing in Dubuque County from 2009-2023 was single-family detached housing.

*Table 4.1. Owner-Occupied Units in Structure, Dubuque County 2009-2023*

| Units in Structure | 2013 | 2018 | 2023 | Change |
|---|---|---|---|---|
| **1, detached** | 24,837 | 24,853 | 26,987 | 2,150 |
| **1, attached** | 633 | 873 | 1023 | 390 |
| **2, attached or detached** | 135 | 221 | 224 | 89 |
| **3 or 4** | 271 | 243 | 157 | -114 |
| **5 to 9** | 162 | 78 | 28 | -134 |
| **10 to 19** | 13 | 28 | 33 | 20 |
| **20 to 49** | 36 | 45 | 5 | -31 |
| **50 or more** | 61 | 44 | 39 | -22 |
| **Mobile home** | 1,108 | 1,351 | 1,199 | 91 |
| **Boat, RV, van, etc.** | 7 | 0 | 0 | -7 |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

Table 4.2 shows the predominant renter-occupied housing by units in structure based on ACS 5-year estimates from 2009-2023. Renter-occupied households have shifted from lower unit structures to higher unit structures from 2009 to 2023.

*Table 4.2. Renter-Occupied Units in Structure, Dubuque County 2009-2023*

| Units in Structure | 2013 | 2018 | 2023 | Change |
|---|---|---|---|---|
| **1, detached** | 2,429 | 2,828 | 2,345 | -84 |
| **1, attached** | 503 | 467 | 521 | 18 |
| **2, attached or detached** | 1,540 | 1,320 | 1,122 | -418 |
| **3 or 4** | 1,675 | 1,892 | 1,924 | 249 |
| **5 to 9** | 1,218 | 1,256 | 1,429 | 211 |
| **10 to 19** | 999 | 907 | 1,181 | 182 |
| **20 to 49** | 760 | 845 | 1,111 | 351 |
| **50 or more** | 846 | 895 | 1,048 | 202 |
| **Mobile home** | 133 | 184 | 209 | 76 |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

## Tenure

Housing tenure describes the arrangements under which a household occupies a housing unit, with the two tenure types being owner-occupied and renter-occupied.

Figure 4.2 shows the growth in housing units from 1970 to 2020 in Dubuque County as well as the distribution of tenure. Dubuque County grew from 24,279 occupied units to 39,891 units in this time period, a growth of 64.3% or 1.29% year-over-year. The share of renter-

occupied units grew larger in this time period, expanding from 6,502 to 11,522, an increase of 77.2% or 1.54% year-over-year and making up 28.9% of total occupied units in 2020. In contrast, owner-occupied units grew from 17,777 to 28,369 units, an increase of 59.6% or 1.19% year-over-year and making up 71.1% of total occupied units in 2020.

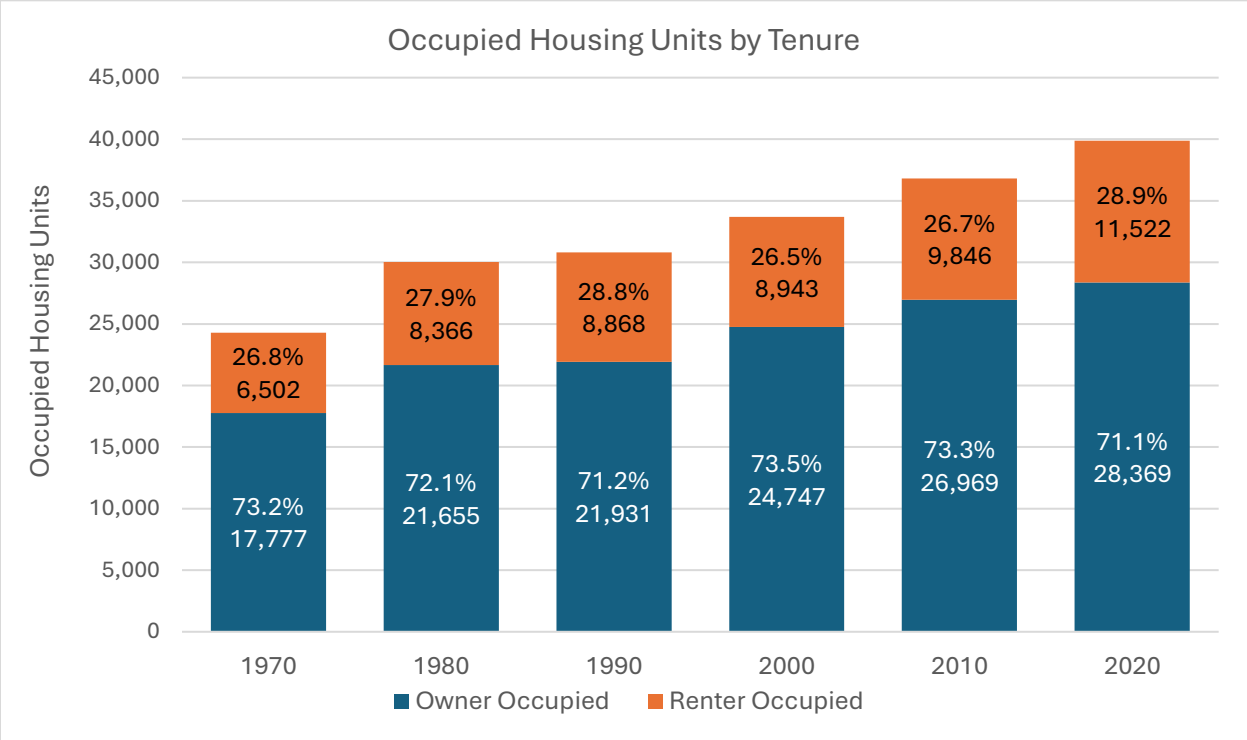



*Figure 4.2. Occupied Housing Units by Tenure, Dubuque County 1970-2020*
*Source: US Census Bureau, Decennial Census*

## Group Quarters

The US Census Bureau classifies people not living in a housing unit as living in group quarters. Group quarters housing is defined by the Census as a group living arrangement that is owned or managed by an organization. Group quarters arrangements include college residence halls, skilled nursing facilities, military barracks, and correctional facilities, among others. In 2020, Dubuque County had 4,157 people living in group quarters or about 4.2% of the total county population.

## Age of Housing Units

As one of the oldest communities in the state of Iowa, it is not surprising that the county's housing stock includes many older structures. Table 4.3 provides the age of housing for Dubuque County units by the year the structure was built based on the 2023 US Census Bureau ACS 1-year estimate. Dubuque County's housing stock is a mixture of newer and older housing structures with almost one quarter of the county's units built prior to 1939. While

older structures can provide excellent housing options, these older units often require special care and ongoing maintenance to ensure a safe living environment and meet the needs of today's residents. Older housing units that are in poor condition may provide an opportunity for rehabilitation. This could help elevate the quality of its existing housing stock and bring home values up in undervalued neighborhoods. Similar opportunities may be available in older non-residential structures which could be rehabilitated and converted for residential use. Dubuque's Historic Millwork District is a prime example of this type of project.

*Table 4.3. Year Structure Built, Dubuque County 2023*

| Year Built | Units | Percent |
|---|---|---|
| Built 2020 or later | 1,007 | 2% |
| Built 2010 to 2019 | 3,296 | 8% |
| Built 2000 to 2009 | 4,939 | 12% |
| Built 1990 to 1999 | 4,838 | 11% |
| Built 1980 to 1989 | 2,263 | 5% |
| Built 1970 to 1979 | 5,164 | 12% |
| Built 1960 to 1969 | 6,003 | 14% |
| Built 1950 to 1959 | 3,927 | 9% |
| Built 1940 to 1949 | 1,262 | 3% |
| Built 1939 or earlier | 10,190 | 24% |
| Total | 42,889 | |

*Source: US Census Bureau, 2023 American Community Survey 1-Year Estimate*

Table 4.4 shows Dubuque County housing units by year structure built and tenure. Historically, a large majority of the county's housing units have been owner-occupied. In recent years, however, this trend has shifted with 52% of units constructed since 2020 being renter-occupied.

*Table 4.4. Year Structure Built by Tenure, Dubuque County 2023*

| Year Built | Owner-Occupied Units | Renter-Occupied Units | Owner-Occupied Percent | Renter-Occupied Percent |
|---|---|---|---|---|
| Built 2020 or later | 485 | 522 | 48% | 52% |
| Built 2010 to 2019 | 2,567 | 729 | 78% | 22% |
| Built 2000 to 2009 | 3,443 | 1,496 | 70% | 30% |
| Built 1990 to 1999 | 3,781 | 1,057 | 78% | 22% |
| Built 1980 to 1989 | 1,472 | 791 | 65% | 35% |
| Built 1970 to 1979 | 4,202 | 962 | 81% | 19% |
| Built 1960 to 1969 | 4,654 | 1,349 | 78% | 22% |
| Built 1950 to 1959 | 3,102 | 825 | 79% | 21% |
| Built 1940 to 1949 | 1,212 | 50 | 96% | 4% |
| Built 1939 or earlier | 6,876 | 3,314 | 67% | 33% |
| Total Units | 31,794 | 11,095 | | |

*Source: US Census Bureau, 2023 American Community Survey 1-Year Estimate*

## Housing Construction Trends

Housing construction activity is tracked using data from the U.S. Census Bureau's Building Permits Survey (BPS). The BPS collects data on new housing units authorized by building permits and serves as an indicator of residential construction activity.

BPS data is reported monthly at multiple geographic levels, including for metropolitan counties such as Dubuque County. The reports provide the number of housing units authorized, categorized by the number units in the structure.

The data has some limitations. Not all jurisdictions issue building permits, and participation in the survey is voluntary. As a result, some housing units may not be captured. Despite these limitations, BPS data is valuable because it provides a long term-measure of housing construction trends over time.

Figure 4.3 presents the BPS data for Dubuque County from 2015-2025. The data indicates that during this period, the number of single-family homes constructed each year has decreased while the number of multi-family units has increased, especially units in buildings with 5 or more units. The construction numbers have fluctuated from year to year, but overall, the county has continued to add housing units at a steady pace with larger multifamily developments accounting for larger increases in years such as 2021 and 2024.

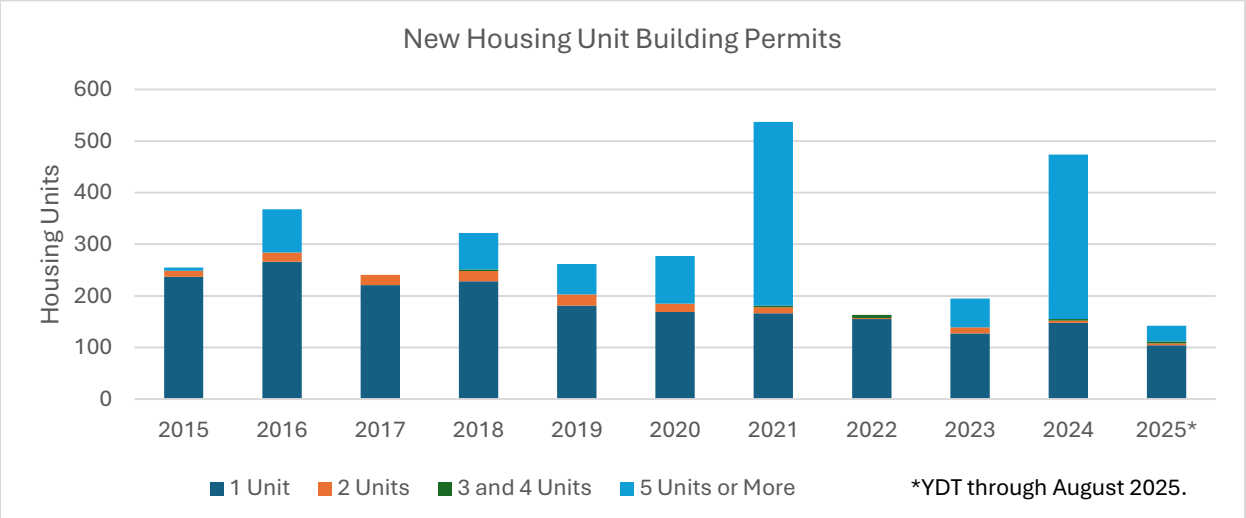



*Figure 4.3. New Housing Unit Building Permits, Dubuque County*
*Source: Building Permits Survey, U.S. Census Bureau. 2015-2025.*

In addition to the BPS data, information on recent and planned housing construction is available directly from local jurisdictions. This data can be more accurate because it is coming directly from the communities that are issuing the permits. However, it may not be consistently available from all jurisdictions over time making it more difficult to track long-term trends.

## City of Dubuque Construction Reports

Table 4.5 provides the City of Dubuque's construction permit data for new housing units from 2014 to 2025. The table shows both the number of permits issued and the number of housing units authorized under those permits. Overall, trends in the city generally align with Dubuque County: the number of single-family units has declined over time, while multi-family development has increased, with significant spikes in 2021 and 2024.

It is important to note that this data is reported based on the year the permit was issued and not the year construction was completed. For example, the large number of multi-family units permitted in 2024 are likely under construction in 2025.

*Table 4.5. City of Dubuque New Construction Permits and Units*

| Permits | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Single | 82 | 76 | 98 | 67 | 70 | 72 | 40 | 40 | 51 | 39 | 39 | 35 |
| Duplex | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Multi-Family | 0 | 0 | 2 | 0 | 0 | 1 | 2 | 2 | 0 | 2 | 6 | 2 |
| **Total** | **82** | **76** | **101** | **67** | **70** | **73** | **42** | **42** | **51** | **41** | **45** | **38** |
| **Units** | **2014** | **2015** | **2016** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** |
| Single | 82 | 76 | 98 | 67 | 70 | 72 | 40 | 40 | 51 | 39 | 39 | 35 |
| Duplex | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Multi-Family | 0 | 0 | 84 | 0 | 0 | 6 | 56 | 160 | 0 | 44 | 333 | 18 |
| **Total** | **82** | **76** | **184** | **67** | **70** | **78** | **96** | **200** | **51** | **83** | **372** | **55** |

*Source: City of Dubuque 2014-2025.*

In addition to past construction activity, the City of Dubuque also tracks ongoing and planned housing development in its *Creating Housing Opportunities Report*. The data used in this assessment comes from the September 22, 2025 version of the report.

Table 4.6 highlights the residential subdivisions in Dubuque that currently have lots or units available. As of the report data there 279 lots/units available. Several subdivisions have future phases planned add would additional capacity.

*Table 4.5. Residential Lot Availability in the City of Dubuque*

| Residential Subdivision Lot Availability | | | |
|---|---|---|---|
| **Development** | **Location** | **Lots/Units Available** | **Use** |
| North Grandview Estates | North Grandview/32nd Street | 32 Lots/Units | Single-Family/Apartment |
| Rustic Point Estates #2 | Derby Grange/Kennedy Roads | 40 Units | Single-Family/Duplex |
| Sky Blue Estates* | Sky Blue Drive | 4 Lots | Single-Family |
| Silver Oaks Subdivision | Elmwood/Silver Oaks Drive | 127 Lots | Single-Family/Duplex |
| South Pointe Estates* | Rockdale Road/South Pointe Drive | 37 Units | Single-Family/Duplex |
| Timber-Hyrst Estates | Creekwood Drive/Cherry Ridge | 21 Lots | Single-Family/Duplex/Townhomes |
| The Farm/Switch Homes | End of Tiffany Court | 18 Lots | Single-Family |
| *Subdivision has additional phases | | TOTAL: 279 | |

*Source: Creating Housing Opportunities Report, City of Dubuque, 9/22/2025.*

The City of Dubuque's report also tracks of multi-family development. Table 4.7 shows that eight construction projects, with 384 total units, were active in September 2025.

*Table 4.7. Multi-Family Development – Under Construction*

| Multi-Family Development - Under Construction | | | |
|---|---|---|---|
| **Development** | **Location** | **# of Units** | **Use** |
| **Carich Property LLC Apartments** | **1734-36 Central Avenue** | **8 Units** | **Workforce/Market-Rate Apartments** |
| Cedar Lake Apartments | Lake Ridge Drive | 42 Units | Market-Rate Apartments |
| 799 Main Street Apartments | 799 Main Street | 36 Units | Market-Rate Apartments |
| St. Anthony's School | 2175 Rosedale Avenue | 22 Units | Market-Rate Apartments |
| 1706 Central Apartments | 1706 Central Avenue | 11 Units | Market-Rate Apartments |
| **Emri Apartments** | **Radford Road** | **48 Units** | **Workforce Family Housing Apartments** |
| **Union at the Marina** | **1860 Hawthorne Street** | **201 Units** | **Workforce Family Housing** |
| **Habitat for Humanity** | **Wood Street** | **16 Units** | **Workforce Single-Family Homes** |
| | | TOTAL: 384 | |

*Source: Creating Housing Opportunities Report, City of Dubuque, 9/22/2025.*
*Highlighted rows identify workforce housing projects*

The report additionally provides information on other projects in various stages of the development review process. Altogether, more than 2,600 units citywide are approved, under review, under construction, or recently completed. While this offers a useful snapshot of the current development pipeline, many of these units are still early in the process. Some projects may take years to reach construction, and others may not ultimately be completed.

## Other City Housing Construction

**Cascade**

- City of Cascade has added 16 single-family homes and 2 multi-family homes in the last three years.

**Dyersville**

- 54 new housing structures were constructed in Dyersville between January ,1 2022 and August 31, 2024. This included the following:
  - Single Family -42
  - Duplex - 1
  - Tri-plex - 3
  - Manufactured Home – 8

**Peosta**

- The City if Peosta issued building permits for 432 housing units from 2020-2024 as follows:
  - 108 single-family (1 unit, detached))
  - 30 duplexes (2 units)
  - 212 apartments (12-18 units)
  - Student housing (82 units)

# 5. Housing Market

This section uses a collection of indicators to help understand housing supply and demand in Dubuque County.

## Occupancy and Vacancy

Vacant housing units are a key indicator of demand for a housing market. Low vacancy rates signal that demand is exceeding supply, which leads to rising rents and home prices, reduced affordability, and difficulty finding available housing. High vacancy rates can indicate oversupply, weak demand, or broader economic challenges. In a balanced market, rents and home prices increase at a steady, sustainable pace that benefits both housing providers and consumers.

Target vacancy rates are a general rule of thumb that help us understand a housing market. The target rates are not intended to be a hard rule but are meant to be a general rule of thumb that can help us analyze data. Target vacancy rates vary by tenure. Rental units typically have a higher vacancy rate than owner-occupied units as rental units typically have more unoccupied time between tenants. Target vacancy rates will change depending on who you ask, but for the sake of this report the following rate ranges will be used:

- 1-2% for Owner-Occupied Units
- 5-9% for Renter-Occupied Units

While these target rates provide a helpful rule of thumb, it is also important to remember that every housing market is unique and current market trends vacancy rates should also be compared to historical trends within the same market.

## Overall Vacancy

Tables 5.1-5.3 provide a comparison of housing occupancy between Dubuque and peer counties for total housing units as well as overall vacancy rates using ACS 5-year estimates from 2009-2023. Each county saw an increase in total and occupied housing units from 2009-2023.The overall vacancy rate for Dubuque County went from 5.4% in 2009-2013 to 6% in 2019-2023. This is the lowest vacancy rate between the selected counties.

*Table 5.1. Housing Occupancy and Vacancy Rates in Selected Iowa Counties, 2009-2013*

| Occupancy 2009-2013 | Dubuque | Black Hawk | Johnson | Linn | Scott |
|---|---|---|---|---|---|
| Total Housing Units | 39,388 | 56,079 | 56,543 | 92,848 | 72,127 |
| Occupied Housing Units | 37,366 | 52,276 | 54,005 | 86,052 | 67,049 |
| Vacant Housing Units | 2,022 | 3,803 | 2,538 | 6,796 | 5,078 |
| Overall Vacancy Rate | 5.4% | 7.3% | 4.7% | 7.9% | 7.6% |

*Source: US Census Bureau, 2009-2013 American Community Survey Estimates*

*Table 5.2. Housing Occupancy and Vacancy Rates in Selected Iowa Counties, 2014-2018*

| Occupancy 2014-2018 | Dubuque | Black Hawk | Johnson | Linn | Scott |
|---|---|---|---|---|---|
| Total Housing Units | 41,065 | 57,603 | 62,280 | 96,473 | 73,869 |
| Occupied Housing Units | 38,330 | 52,976 | 58,163 | 89,807 | 67,025 |
| Vacant Housing Units | 2,735 | 4,627 | 4,117 | 6,666 | 6,844 |
| Overall Vacancy Rate | 7.1% | 8.7% | 7.1% | 7.4% | 10.2% |

*Source: US Census Bureau, 2014-2018 American Community Survey Estimates*

*Table 5.3. Housing Occupancy and Vacancy Rates in Selected Iowa Counties, 2019-2023*

| Occupancy 2019-2023 | Dubuque | Black Hawk | Johnson | Linn | Scott |
|---|---|---|---|---|---|
| Total Housing Units | 43,003 | 58,748 | 67,211 | 101,989 | 78,130 |
| Occupied Housing Units | 40,585 | 53,740 | 62,214 | 95,051 | 72,675 |
| Vacant Housing Units | 2,418 | 5,008 | 4,997 | 6,938 | 5,455 |
| Overall Vacancy Rate | 6.0% | 9.3% | 8.0% | 7.3% | 7.5% |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates*

Housing vacancy status can be due to several factors:

- For rent
- Rented, not occupied
- For sale only
- Sold, not occupied
- For seasonal, recreational, or occasional use
- For migrant workers
- Other vacant

Table 5.4 provides a comparison in Dubuque County of housing vacancy status using ACS 5-year estimates from 2009-2023. The most common reasons for housing vacancy in the Dubuque County were “For rent” and “Other.”

*Table 5.4. Housing Vacancy Status in Dubuque County, 2009-2023*

| Housing Vacancy Status | 2009-2013 | 2014-2018 | 2019-2023 | Change |
|---|---|---|---|---|
| For rent | 780 | 759 | 619 | -161 |
| Rented, not occupied | 21 | 77 | 108 | 87 |
| For sale only | 111 | 198 | 178 | 67 |
| Sold, not occupied | 87 | 119 | 134 | 47 |
| For seasonal, recreational or occasional use | 360 | 369 | 250 | -110 |
| For migrant workers | 0 | 0 | 0 | 0 |
| Other vacant | 663 | 1213 | 1129 | 466 |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates*

## Rental Vacancy

A rental vacancy rate can be estimated from ACS data using the following formula:

$$\frac{\text{Units For Rent}}{\text{Units Rented, Not Occupied} + \text{Units For Rent} + \text{Renter-Occupied Units}}$$

Results from the formula are provided in Table 5.5. The results indicate a declining rental vacancy rate between 2009 and 2023. The most recent rate of 5.3% for the 2019-2023 period has fallen to the low end of the balanced range of 5-9%.

*Table 5.5 ACS Rental Vacancy Rates*

| | 2009-2013 | 2014-2018 | 2019-2023 |
|---|---|---|---|
| Renter Vacancy Rate | 7.2% | 6.6% | 5.3% |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates*

Results from the rental property owner and manager survey were used to provide a more current estimate of rental vacancy rates in 2025. Of the 1,143 units included in the survey, a total of 70 were vacant, resulting in an overall vacancy rate of 6.12%.

The survey rates shown in Table 5.6 were calculated using a different methodology than the ACS rates shown in Figure 5.5 and do not provide a direct comparison. However, the survey-calculated vacancy rate does fall in the middle of the balance market range, suggesting that the new rental units added in recent years are being absorbed and the area rental market continues to maintain a healthy vacancy rate. Going forward, continued surveys rental property owners and managers could help establish a vacancy rate trend line that can be used to monitor vacancy rates in rental properties.

*Table 5.6. Survey Vacancy Rates*

| | Total Units | Vacant Units | Vacancy Rate |
|---|---|---|---|
| **Studio** | 21 | 4 | 19.05% |
| **1 Bedroom** | 277 | 12 | 4.33% |
| **2 Bedroom** | 567 | 43 | 7.58% |
| **3 Bedroom** | 204 | 8 | 3.92% |
| **4 Bedroom** | 61 | 2 | 3.28% |
| **5 or more bedrooms** | 13 | 1 | 7.69% |
| **Total** | **1,143** | **70** | **6.12%** |

*Source: ECIA, Dubuque County Rental Property Owner and Manager Survey, 2025*

## Homeowner Vacancy

The homeowner vacancy rate can be calculated using ACS data and the formula below:

$$\frac{\text{Units For Sale Only}}{\text{Units Sold, Not Occupied} + \text{Units For Sale Only} + \text{Owner-Occupied Units}}$$

Results from the homeowner formula are provided in Table 5.7. The results show some fluctuations in the vacancy rate between 2009-2013 and 2019-2023. The most recent rate of 0.6% for the 2019-2023 period, down from 0.71% in the 2014-2018.

*Table 5.7. ACS Homeowner Vacancy Rates*

| | 2009-2013 | 2014-2018 | 2019-2023 |
|---|---|---|---|
| Owner Vacancy Rate | 0.41% | 0.71% | 0.60% |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates*

Rates from all three estimates are below the target balanced range for owner-occupied units of 1-2%. This could be an indicator of higher demand, but there are also a couple of other items to keep in mind.

Item one is that there is some variation in the target rates across markets, and it is also important to keep local trends in mind. With all three rates are below 1% it could be that that is the normal range for Dubuque County.

The second item is that this formula is only looking at units that are for sale. There are other types of vacant units, including those that are abandoned or unoccupiable for one reason or another. The ACS includes these units in the "Other Vacant" category. The ACS does not tell us if these units are rental or homeowner units, so we can't factor them into our analysis, but we can note that these units could bump the overall vacancy rate up into that 1-2% range.

Based on available data, it seems that Dubuque County is in a currently in a generally balanced position for homeowner vacancies., however there are some signs of a tightening market.

## Housing Prices and Sales

Home prices and sales volume are another key housing market indicator. Rapid price increases can indicate high demand while stagnant or falling prices can indicate low demand or poor economic conditions. Balanced market conditions are characterized by steady price increases that benefit both housing producers and consumers.

Median housing value refers to the middle price point of all homes in a specific area, meaning that half of the homes in that area are valued at or above that price, and half are valued at or below it. This represents the "typical" home price in a given location. Unlike the average home price, the median is less affected by extreme values, making it a more accurate representation of the typical home price in a market.

Table 5.8 provides a regional comparison of the median value of owner-occupied housing units using 2009-2023 ACS 5-year estimates.

*Table 5.8. Median Home Value in Selected Iowa Counties, 2009-2023*

| County | 2013 | 2018 | 2023 | Change | % |
|---|---|---|---|---|---|
| Dubuque | $145,900 | $160,900 | $226,100 | **$80,200** | **55.0%** |
| Black Hawk | $123,600 | $143,100 | $182,400 | **$58,800** | **47.6%** |
| Johnson | $186,000 | $216,900 | $293,100 | **$107,100** | **57.6%** |
| Linn | $144,300 | $153,700 | $204,400 | **$60,100** | **41.6%** |
| Scott | $143,600 | $158,200 | $212,500 | **$68,900** | **48.0%** |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

Table 5.9 shows the distribution of value of Dubuque County's owner-occupied housing stock using 2019-2023 5-year ACS estimates. Most of Dubuque's owner-occupied units have a value that lies between $100,000 and $499,999.

*Table 5.9. Distribution of Housing Value of Owner-Occupied Units in Dubuque County, 2019-2023*

| Housing Value | Dubuque County | Percent |
|---|---|---|
| Owner-Occupied Units | 29,695 | 100.0% |
| Less than $50,000 | 1,694 | 5.7% |
| $50,000 to $99,999 | 1,495 | 5.0% |
| $100,000 to $149,999 | 3,897 | 13.1% |
| $150,000 to $199,999 | 5,014 | 16.9% |
| $200,000 to $299,999 | 8,551 | 28.8% |
| $300,000 to $499,999 | 6,814 | 22.9% |
| $500,000 to $999,999 | 1,856 | 6.3% |
| $1,000,0000 or more | 374 | 1.3% |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates*

Figure 5.1 provides a map of estimated home values for Dubuque County from Realtor.com. generally lower valued homes are located in the center of Dubuque, while higher values properties are located around the edges of Dubuque and in the communities and rural areas surrounding the city.




*Figure 5.1. Estimated Home Value in Dubuque County*
*Source: Realtor.com*

The East Central Iowa Association of Realtors (ECIAOR) provided Multiple Listing Service (MLS) Market Statistics of residential property for sale in Dubuque County from 2017 to 2024. Table 5.10 shows the total amount of properties listed and sold in Dubuque County from that time period.

*Table 5.10. Total Listings and Sales in Dubuque County, 2017-2024*

| Year | Total Listed | Total Sold | Percent Sold |
|---|---|---|---|
| 2017 | 1,470 | 1,188 | 80.8% |
| 2018 | 1,368 | 1,148 | 83.9% |
| 2019 | 1,255 | 1,074 | 85.6% |
| 2020 | 1,300 | 1,216 | 93.5% |
| 2021 | 1,384 | 1,281 | 92.6% |
| 2022 | 1,273 | 1,161 | 91.2% |
| 2023 | 1,060 | 921 | 86.9% |
| 2024 | 1,155 | 974 | 84.3% |

*Source: Dubuque County MLS Data, East Central Iowa Association of Realtors*

The median list price is the price where half the listed prices are higher and the other half are lower. This is in contrast to the average list price, which is the mean of all home prices. List

price and sale price can differ because the list price reflects what sellers hope to get, influenced by their expectations and market optimism. Table 5.11 shows average list and sale prices from 2017-2024 in Dubuque County. Table 5.12 shows median list and sale prices for Dubuque County from 2017 to 2024

*Table 5.11. Average List and Sale Price in Dubuque County, 2017-2024*

| Year | Prices | | Sale to List | | Year over Year Change | | | |
|---|---|---|---|---|---|---|---|---|
| | Average List Price | Average Sale Price | Difference | Ratio | List Price | | Sale Price | |
| **2017** | $199,237 | $194,285 | -$4,952 | 0.98 | | | | |
| **2018** | $201,469 | $196,766 | -$4,703 | 0.98 | $2,232 | 1.1% | $2,481 | 1.3% |
| **2019** | $220,597 | $214,825 | -$5,772 | 0.97 | $19,128 | 9.5% | $18,059 | 9.2% |
| **2020** | $230,147 | $219,166 | -$10,981 | 0.95 | $9,550 | 4.3% | $4,341 | 2.0% |
| **2021** | $243,143 | $239,665 | -$3,478 | 0.99 | $12,996 | 5.6% | $20,499 | 9.4% |
| **2022** | $259,255 | $258,919 | -$336 | 1.00 | $16,112 | 6.6% | $19,254 | 8.0% |
| **2023** | $269,931 | $266,741 | -$3,190 | 0.99 | $10,676 | 4.1% | $7,822 | 3.0% |
| **2024** | $284,398 | $280,333 | -$4,065 | 0.99 | $14,467 | 5.4% | $13,592 | 5.1% |
| **Change** | **$85,161** | **$86,048** | | | $85,161 | 42.7% | $86,048 | 44.3% |

*Source: Dubuque County MLS Data, East Central Iowa Association of Realtors*

*Table 5.12. Median List and Sale Price in Dubuque County, 2017-2024*

| Year | Prices | | Sale to List | | Year over Year Change | | | |
|---|---|---|---|---|---|---|---|---|
| | Median List Price | Median Sale Price | Difference | Ratio | List price | | Sale Price | |
| **2017** | $169,050 | $166,000 | -$3,050 | 0.98 | | | | |
| **2018** | $174,222 | $170,000 | -$4,222 | 0.98 | $5,172 | 3.1% | $4,000 | 2.4% |
| **2019** | $179,900 | $176,500 | -$3,400 | 0.98 | $5,678 | 3.3% | $6,500 | 3.8% |
| **2020** | $179,900 | $178,000 | -$1,900 | 0.99 | $0 | 0.0% | $1,500 | 0.8% |
| **2021** | $194,900 | $206,000 | $11,100 | 1.06 | $15,000 | 8.3% | $28,000 | 15.7% |
| **2022** | $217,500 | $220,000 | $2,500 | 1.01 | $22,600 | 11.6% | $14,000 | 6.8% |
| **2023** | $225,000 | $224,000 | -$1,000 | 1.00 | $7,500 | 3.4% | $4,000 | 1.8% |
| **2024** | $243,750 | $240,000 | -$3,750 | 0.98 | $18,750 | 8.3% | $16,000 | 7.1% |
| **Change** | **$74,700** | **$74,000** | | | **$74,700** | **44.2%** | **$74,000** | **44.6%** |

*Source: Dubuque County MLS Data, East Central Iowa Association of Realtors*

Figure 5.2 tracks Dubuque County's residential list and sale prices from 2017 to 2024. Generally, prices have been on an upward trajectory. The rate of increase accelerated during the pandemic, and the median sale prices exceeded median list prices in 2021, indicating that demand was outpacing supply at that time. The median sale price increased by $28,000 or 15.7% between 2020 and 2021.

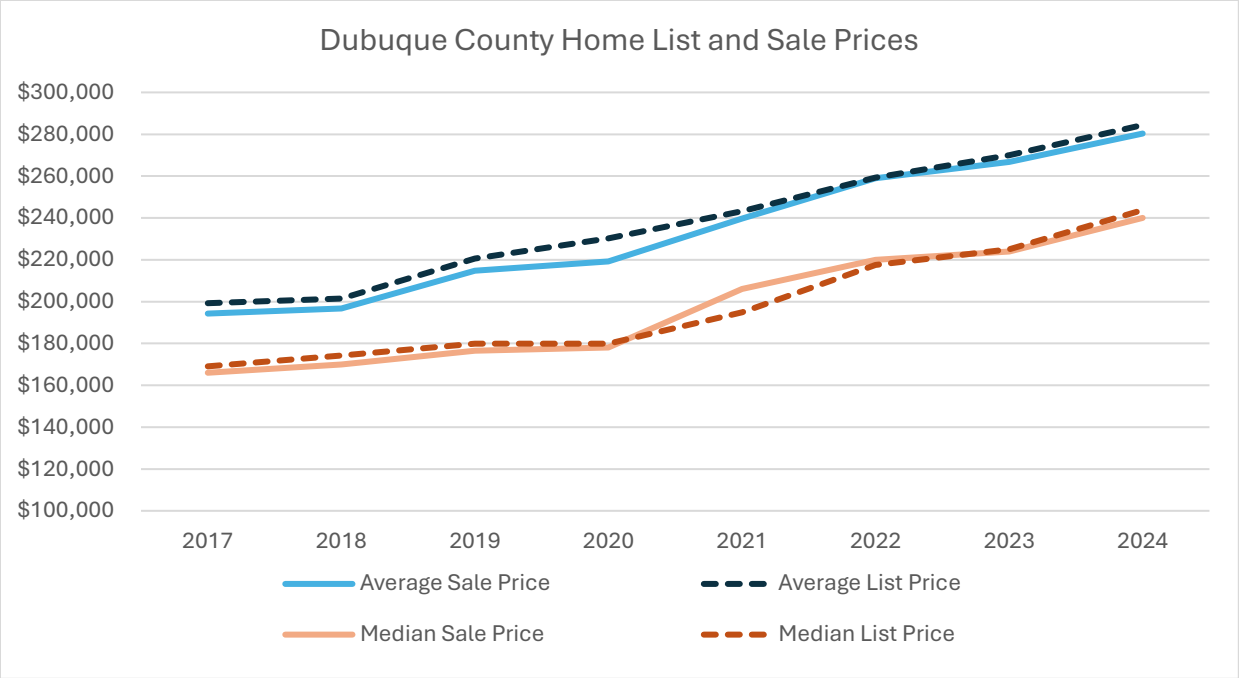



*Figure 5.2. Dubuque County Home Sale Prices*
*Source: Dubuque County MLS Data, East Central Iowa Association of Realtors*

## Days on the Market

Days on the market (DOM) is a key indicator of housing market conditions. Fewer days on the market indicate high demand relative to supply, a tighter housing market, and an advantage for sellers. Conversely, when homes remain on the market for longer periods of time, it could indicate lower demand relative to supply and an advantage to buyers.

An average DOM value of around 30 generally viewed as an indicator of a balanced market. However, this number can vary widely between markets, so it can be more meaningful to compare current values to historical trends. Values can also fluctuate seasonally, so annual or seasonally adjusted values can provide a clearer picture of overall trends.

Figures 5.3 and 5.4 show annual median and average DOM for residential properties sold in Dubuque County from 2017 to 2024. Both figures identify 2020 as a clear inflection point. DOM values were consistently higher before 2020 and have remained significantly lower since, suggesting that the tighter housing market may represent a long-term trend, rather than a short-term market disruption caused by the pandemic.

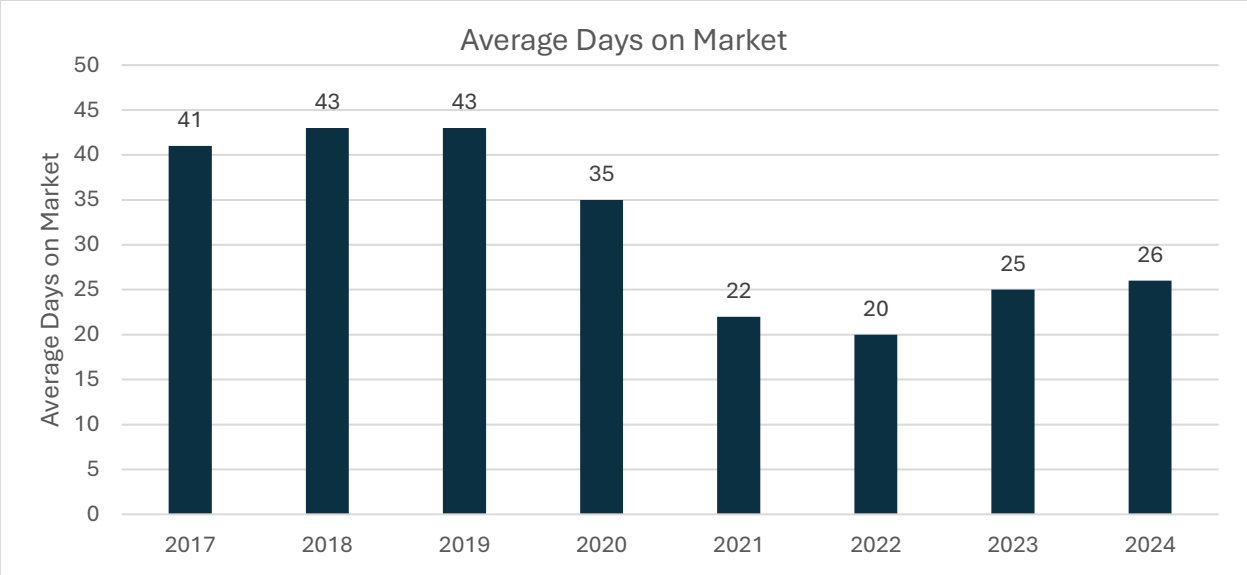



*Figure 5.3. Average Days on Market in Dubuque County, 2017-2024*
*Source: Dubuque County MLS Data, East Central Iowa Association of Realtors*

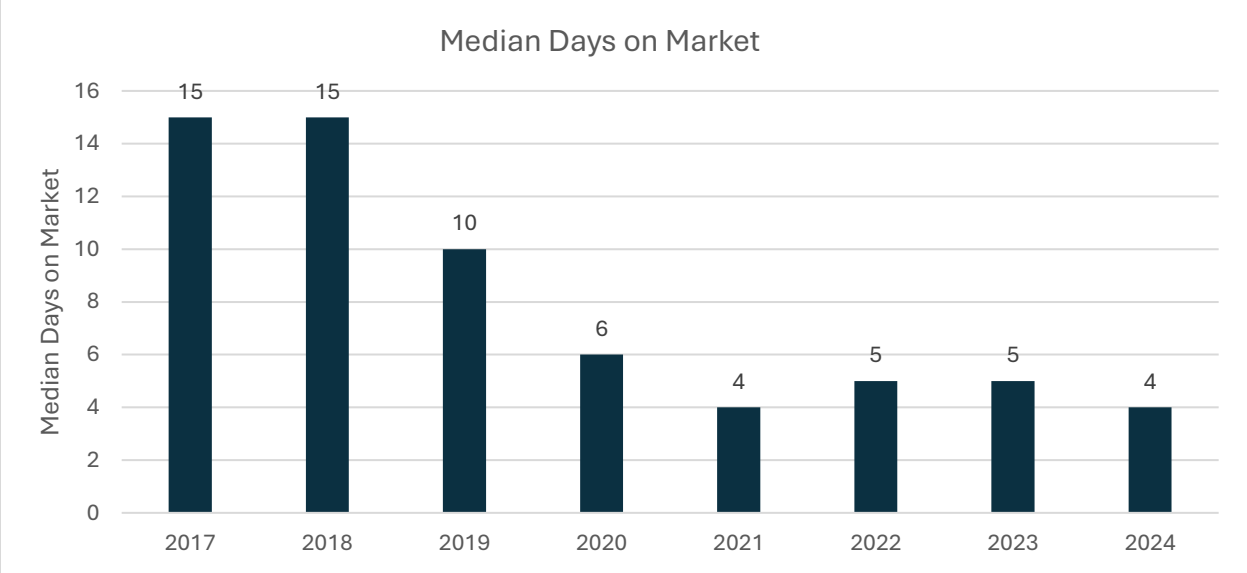



*Figure 5.4. Median Days on Market in Dubuque County, 2020-2024*
*Source: Dubuque County MLS Data, East Central Iowa Association of Realtors*

## Outside Market Assessments

Several outside firms, including Realtor.com and Zillow, evaluate conditions in local housing markets. These firms provide various assessments of local housing markets at varying geographic levels, offering additional context to locally collected data.

In September 2025, Realtor.com rated the Dubuque County housing market as “balanced”, based on the metric of Sale-to-List-Price Ratio. According to the site, homes in Dubuque County Sold for 1.69% below asking price, indicating a balanced market.

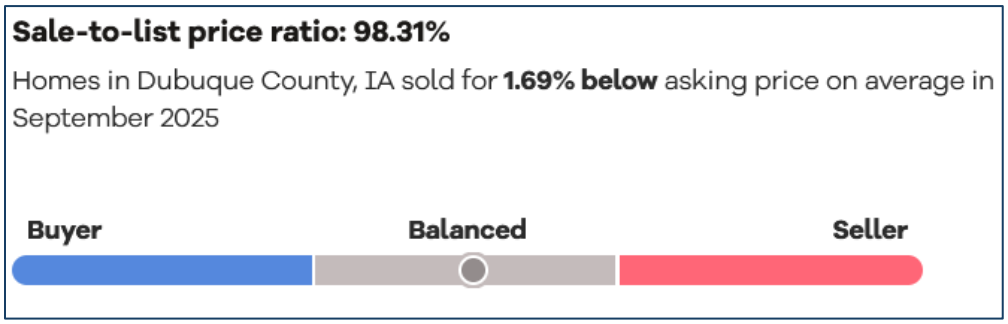



*Figure 5.5. Realtor.com Dubuque County Housing Market Assessment*
*Source: Realtor.com, Accessed 10/9/2025*

Zillow provides an overview of owner-occupied and rental housing markets. For owner-occupied units, the Zillow Home Value Index (ZHVI) represents the typical home value for a specified region. ZHVI typical home value for Dubuque County is provided in Figure 5.6. The figure shows an increase in the value of a typical home from approximately $170,000 in June 2017 to $270,000 in September 2025. Zillow’s one-year market forecast expects the ZVHI to continue to increase. Zillow’s sale-to-list-price ratio of 0.995 is in line with the ratio reported by Realtor.com, providing another indication of a balanced market.

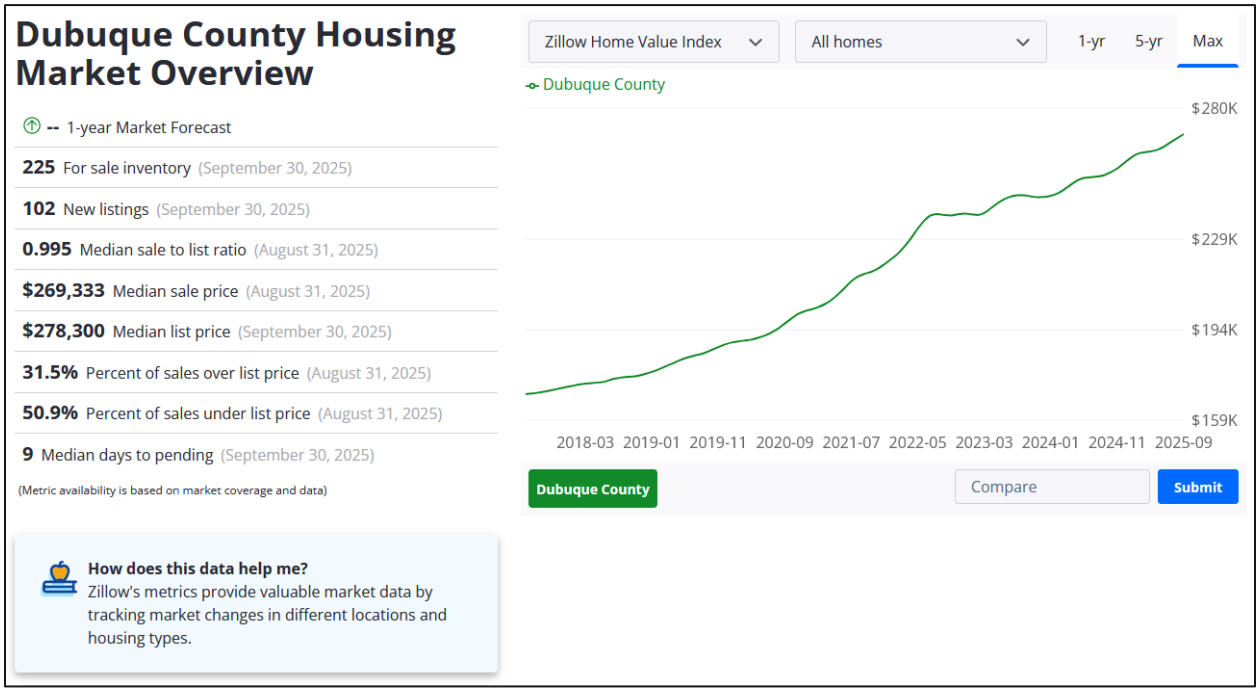



*Figure 5.6. Zillow Dubuque County Housing Market Overview*
*Source: Zillow.com, Accessed 10/9/2025*

The Zillow Observed Rent Index (ZORI) measures changes in asking rents over time, controlling for changes in the quality in the available rental inventory. The Observed Rent Index, shown in Figure 5.7 has increased from $802 in December 2021 to $1,031 in September 2025. As of September 2025, the index has increased 7.3% year-over-year.

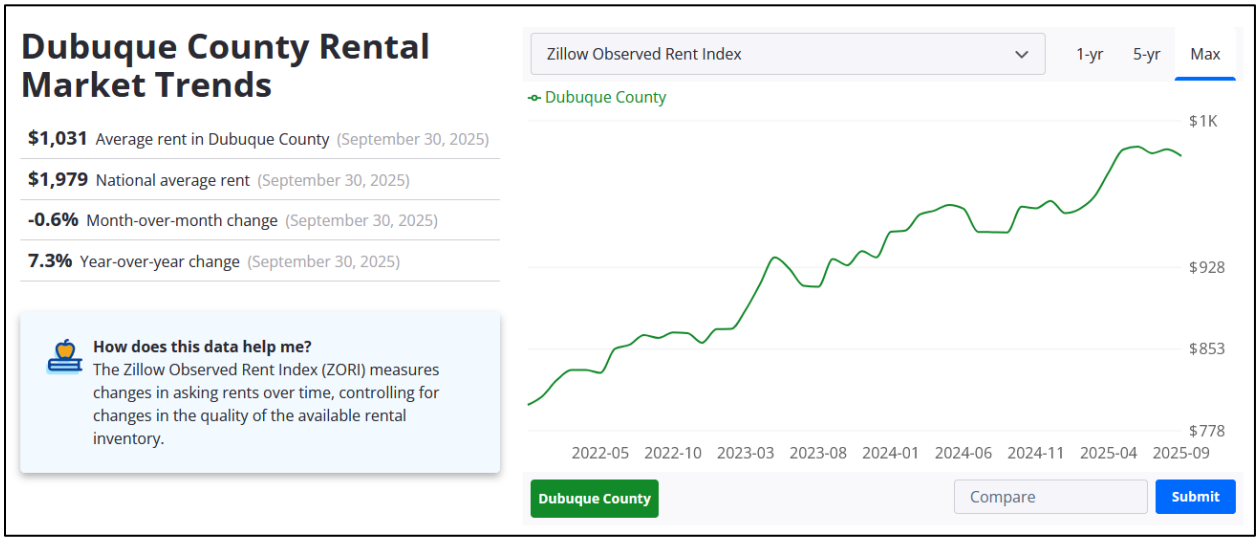



*Figure 5.7. Zillow Dubuque County Rental Market Trends*
*Source: Zillow.com, Accessed 10/9/2025*

## Balanced Housing Costs

In a balanced housing market, rents and home prices typically move in at a steady sustainable pace that benefits both sellers and landlords and buyers and renters without giving one too much of an advantage.

For rental units in a balanced market, rents generally rise with the rate of inflation which is usually around 2-3% annually. This growth is steady enough to allow landlords to maintain properties and cover costs, but not too fast to price out renters. According to the Zillow Observed rent index rents increased by 7.6% between September 2024 and September 2025.

For the owner-occupied market, home values increase in line with long-term wage growth, usually 3-5% annually. This pace encourages investment and allows owners to build equity and while keeping homes prices attainable for new buyers. Between 2020 and 2024 home sale prices increased 7% per year on average, higher than the target range of 3-5%.

Generally, Dubuque County's housing costs are rising faster than typical balanced-market targets, suggesting tightening affordability for both renters and buyers.

# 6. Housing Affordability

Housing affordability is the ability of a household to pay for housing while still having money left over for other necessities. The U.S. Department of Housing and Urban Development (HUD) defines affordable housing as housing that costs no more than 30% of a household's gross income. This includes rent, utilities, mortgage payments, taxes, and insurance. Households that spend more than 30% of their income on housing are considered cost-burdened. There are many other factors, however, that affect housing affordability that this definition does not consider.

The Iowa Finance Authority notes: "Homeownership presents one of the most powerful opportunities for building generational wealth. The ripple effects of homeownership are far-reaching, extending to various aspects of life, such as financial, social, and physical well-being, while also delivering significant economic benefits to the broader community. When families have access to homes they can afford, as their income changes over time, it's proven to lead to success in other areas, including health, education, career opportunities and civic engagement, which in turn strengthens our neighborhoods and communities." Renters are far more likely to be cost-burdened compared to homeowners.

Homeownership most often requires financing with a mortgage. Table 6.1 provides a comparison of the number of owner-occupied housing units with and without a mortgage, and the number of occupied units paying rent based on 2009-2023 ACS 5-year estimates in Dubuque County.

*Table 6.1. Number of Housing Units with and without a Mortgage and Number of Occupied Units paying Rent, 2009-2023*

| Housing Unit Type | 2009-2013 | 2014-2018 | 2019-2023 | Change | % |
|---|---|---|---|---|---|
| Housing units with a mortgage | 17,330 | 16,854 | 18,376 | 1,046 | 6.0% |
| Housing units without a mortgage | 9,933 | 10,882 | 11,319 | 1,386 | 14.0% |
| Occupied units paying rent | 9,769 | 10,061 | 10,411 | 642 | 6.6% |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

## Housing Costs

Table 6.2 shows the median housing costs for owner-occupied units with a mortgage in Dubuque County and peer counties from 2009-2023.

*Table 6.2. Median Housing Costs for Owner-Occupied Units with a Mortgage in Selected Iowa Counties*

| County | 2013 | 2018 | 2023 | Change |
|---|---|---|---|---|
| **Dubuque** | $1,198 | $1,258 | $1,540 | **$342** |
| **Black Hawk** | $1,083 | $1,163 | $1,396 | **$313** |
| **Johnson** | $1,439 | $1,607 | $1,936 | **$497** |

| | | | | |
|---|---|---|---|---|
| **Linn** | $1,282 | $1,332 | $1,558 | **$276** |
| **Scott** | $1,235 | $1,278 | $1,538 | **$303** |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

Table 6.3 shows the median housing costs for owner-occupied units without a mortgage in Dubuque County and peer counties from 2009-2023.

*Table 6.3. Median Housing Costs for Owner-Occupied Units without a Mortgage in Selected Iowa Counties*

| County | 2013 | 2018 | 2023 | Change |
|---|---|---|---|---|
| **Dubuque** | $432 | $486 | $636 | $204 |
| **Black Hawk** | $391 | $450 | $580 | $189 |
| **Johnson** | $501 | $533 | $692 | $191 |
| **Linn** | $458 | $520 | $670 | $212 |
| **Scott** | $437 | $509 | $607 | $170 |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

Table 6.4 shows the distribution of gross rent for rented units in Dubuque County from 2019-2023 estimates.

*Table 6.4. Distribution of Gross Rent in Dubuque County, 2019-2023*

| Gross Rent | Dubuque County | Percent |
|---|---|---|
| **Occupied units paying rent** | 10,411 | 100.0% |
| **Less than $500** | 735 | 7.1% |
| **$500 to $999** | 5,199 | 49.9% |
| **$1,000 to $1,499** | 3382 | 32.5% |
| **$1,500 to $1,999** | 824 | 7.9% |
| **$2,000 to $2,499** | 67 | 0.6% |
| **$2,500 to $2,999** | 43 | 0.4% |
| **$3,000 or more** | 161 | 1.5% |
| **Median (dollars)** | **$944** | |
| **No rent paid** | **479** | **4.6%** |

*Source: US Census Bureau, 2019-2023 American Community Survey Estimates*

Table 6.5 shows median gross rent for rented units in Dubuque County and selected Iowa counties from 2009-2023.

*Table 6.5. Median Gross Rent in Selected Iowa Counties, 2009-2023*

| County | 2013 | 2018 | 2023 | Change |
|---|---|---|---|---|
| **Dubuque** | $670 | $763 | $944 | $274 |
| **Black Hawk** | $671 | $769 | $962 | $291 |
| **Johnson** | $819 | $968 | $1,104 | $285 |
| **Linn** | $672 | $743 | $915 | $243 |
| **Scott** | $685 | $779 | $958 | $273 |

*Source: US Census Bureau, 2009-2023 American Community Survey Estimates*

The Center for Neighborhood Technology's Housing and Transportation (H+T®) Affordability Index provides a more complete measure of affordability by considering housing plus transportation costs. While housing alone is affordable when consuming no more than 30% of income, transportation costs can be a household's second largest expenditure. Table 6.6 shows the H + T Index for the Dubuque County and selected Iowa counties using ACS 5-year estimates for 2022.

The H + T Index benchmark is 45% of household income. All 5 counties have similar housing and transportation costs.

*Table 6.6. Housing and Transportation Index in Selected Iowa Counties, 2022*

| County | H + T Costs % Income | Housing | Transportation |
|---|---|---|---|
| **Dubuque** | 44% | 22% | 21% |
| **Black Hawk** | 44% | 22% | 22% |
| **Johnson** | 46% | 26% | 20% |
| **Linn** | 42% | 22% | 20% |
| **Scott** | 46% | 25% | 21% |

*Source: Center for Neighborhood Technology, Housing and Transportation Affordability Index*

Analysis of housing costs by income level can help determine affordability. Typically, households with higher incomes tend to proportionately spend less on housing than households with lower incomes. The higher the household income, the less likely a household will be cost-burdened. Table 6.7 provides the monthly housing costs as a percentage of household income (HHI) for all households in Dubuque County based on ACS 5-year estimates for 2019-2023. Note that the households making less than $50,000 are most likely to be cost burdened, spending more than 30% of their income on housing.

*Table 6.7. Comparison of Monthly Housing Costs as a Percentage of Household Income (HHI) by Income Level for All Occupied Units, 2019-2023*

| Household Income | Number of Units | % HH Income spent on housing | | |
|---|---|---|---|---|
| | | Less than 20% | 20% to 29% | 30% or more |
| Less than $20,000 | 3,810 | 3.1% | 6.2% | 90.7% |
| $20,000 to $34,999 | 3,927 | 12.0% | 22.1% | 65.9% |
| $35,000 to $49,999 | 4,817 | 27.3% | 32.1% | 40.6% |
| $50,000 to $74,999 | 5,870 | 51.0% | 31.2% | 17.9% |
| $75,000 or more | 20,372 | 81.0% | 15.5% | 3.5% |

*Source: US Census Bureau, 2019-2023 American Community Surveys*

## Housing Affordability Analysis

Table 6.8 shows the Housing Affordability Analysis for Dubuque County based on ACS 5-year estimates for 2019-2023 and mortgage rates accessed from Zillow. It provides an estimate of the minimum household income required to afford a home at different price levels for both 30% and 20% of income. The monthly payment was calculated assuming a good credit

score, a 30-year fixed-rate mortgage with a 6.642% annual interest rate, and 10% down payment. The analysis also considers additional housing costs including 1.5% for property tax, an annual 0.5% private mortgage insurance, and $250 per month for utilities.

*Table 6.8. Dubuque County Housing Affordability Analysis*

| | Entry Level | Move Up | Executive | Dubuque County Median |
|---|---|---|---|---|
| Median Home Value | $200,000 | $250,000 | $350,000 | $226,100 |
| Down Payment 10% | $20,000 | $25,000 | $35,000 | $22,610 |
| Loan Amount | $180,000 | $225,000 | $315,000 | $203,490 |
| 30-Year Fixed-Rate Mortgage Interest Rate | 6.642% | 6.642% | 6.642% | 6.642% |
| Number of Payments | 360 | 360 | 360 | 360 |
| Monthly Costs | | | | |
| Monthly Payment | ($1,282.87) | ($1,603.59) | ($2,245.02) | ($1,450.29) |
| Property Tax Estimate | ($250.00) | ($312.50) | ($437.50) | ($282.63) |
| **Monthly Costs** | | | | |
| Monthly Utility Estimate | ($250.00) | ($250.00) | ($250.00) | ($250.00) |
| Private Mortgage Insurance Est. | ($83.33) | ($83.33) | ($116.67) | ($75.37) |
| Subtotal Monthly Costs | ($1,866.20) | ($2,249.42) | ($3,049.19) | ($2,058.28) |
| **Affordability** | | | | |
| Housing Cost as 30% of Income | 30% | 30% | 30% | 30% |
| Minimum Income Required | $74,648 | $89,977 | $121,968 | $82,331 |
| Affordable to Dubuque County Owner-Occupied Households | 41% | 38% | 28% | 38% |
| | | | | |
| Housing Cost as 20% of Income | 20% | 20% | 20% | 20% |
| Minimum Income Required | $111,972 | $134,965 | $182,951 | $123,497 |
| Affordable to Dubuque County Owner-Occupied Households | 27% | 19% | 15% | 27% |
| | | | | |
| Median Household Income | | | | $131,154 |

*Source: US Census Bureau, 2019-2023 American Community Surveys*

Using 2019-2023 5-Year American Community Survey estimates, Table 6.9 shows comparative affordability in selected Iowa counties for renter-occupied housing units. The $944 median gross rent in Dubuque County required an annual income of $37,360, which was 93.5% of the median house-hold income of $39,367.

*Table 6.9. Median Household Income For Renter-Occupied Housing Units and Medan Gross Rent Selected Counties, 2019-2023*

| County | Median Household Income | Median Gross Rent | Annual Income to Afford Average Rent |
|---|---|---|---|
| Dubuque | $39,967 | $944 | $37,760 |
| Black Hawk | $40,066 | $962 | $38,480 |
| Johnson | $39,271 | $1,104 | $44,160 |
| Linn | $40,602 | $915 | $36,600 |
| Scott | $41,116 | $958 | $38,320 |

*Source: US Census Bureau, 2019-2023 American Community Surveys*

Table 6.10 provides a comparison of income levels and housing affordability for renter-occupied units in Dubuque County. The data indicates a shortage of affordable rental units for households earning under $25,000 per year. The table also shows an under supply of units at the upper income households making $75,000 and up.

Higher-income often choose lower-priced units, increasing competition for those units with middle- and lower-income households. Because of this downward movement, the negative balance in the $75,000 and up categories, may indirectly reflect affordability challenges for households earning under $75,000 per year.

*Table 6.10. Income Distribution and Housing Affordability Ranges for Renter-Occupied Units in Dubuque County, 2019-2023*

| Income Range | # HH in range | Affordable Range for Gross Rent | # of rental units | Balance |
|---|---|---|---|---|
| $0 to $24,999 | 3,385 | Less than $500 | 735 | -2,650 |
| $25,000 to $49,999 | 3,265 | $500 to $999 | 5,199 | 1,934 |
| $50,000 to $74,999 | 1,774 | $1,000 to $1,499 | 3,382 | 1,608 |
| $75,000 to $99,999 | 1,237 | $1,500 to $1,999 | 824 | -413 |
| $100,000 to $149,999 | 976 | $2,000 to $2,499 | 67 | -909 |
| $150,000 or more | 253 | $2,500 or more | 204 | -49 |

*Source: US Census Bureau, 2019-2023 American Community Surveys*
*Note: The unit counts in this table were estimated using the assumption that households will occupy a housing unit in their affordable rent range. This is not always true in practice as households may occupy units outside of the assumed affordable range. So, a negative balance at a high-income range can indicate displacement of lower-income households rather than a literal shortage of higher rent units.*

# 7. Forecasts

Population and housing forecasts were developed to help Dubuque County understand future housing needs and plan for future development. The forecasts estimate how many new housing units will be needed over the next ten years to accommodate future population growth and to maintain a balanced market.

The forecasting method used applies the county's historical annual population growth rate to future years to estimate population change. The projected population is then divided by the average number of people per household to get an estimate of the number of housing units needed.

## Population Forecast

The Dubuque County population forecast is based on the most current available data and historical trends. Two scenarios were developed:

- **Scenario 1** - Assumes that the county's population will continue to grow at a rate consistent with the long-term historical trend (1990-2020), averaging 430 people per year.
- **Scenario 2** – Assumes a higher growth rate based on the most recent decade (2010-2020), where the county grew by approximately 560 people per year.

The following data and assumptions were used to develop the forecasts:

- The forecast uses a 2025 base-year population estimate of 100,227, produced by ESRI Demographics.
- ESRI's population estimates are based on U.S. Census data with additional information from public and private sources.
- In Scenario 1, the county's population grows at a rate of 430 people per year.
- In Scenario 2, the county county's population grows at a rate of 560 people per year.

Figure 7.1 provides Dubuque County's historical census population data, ESRI's 2025 population estimate, and the future population forecasts.

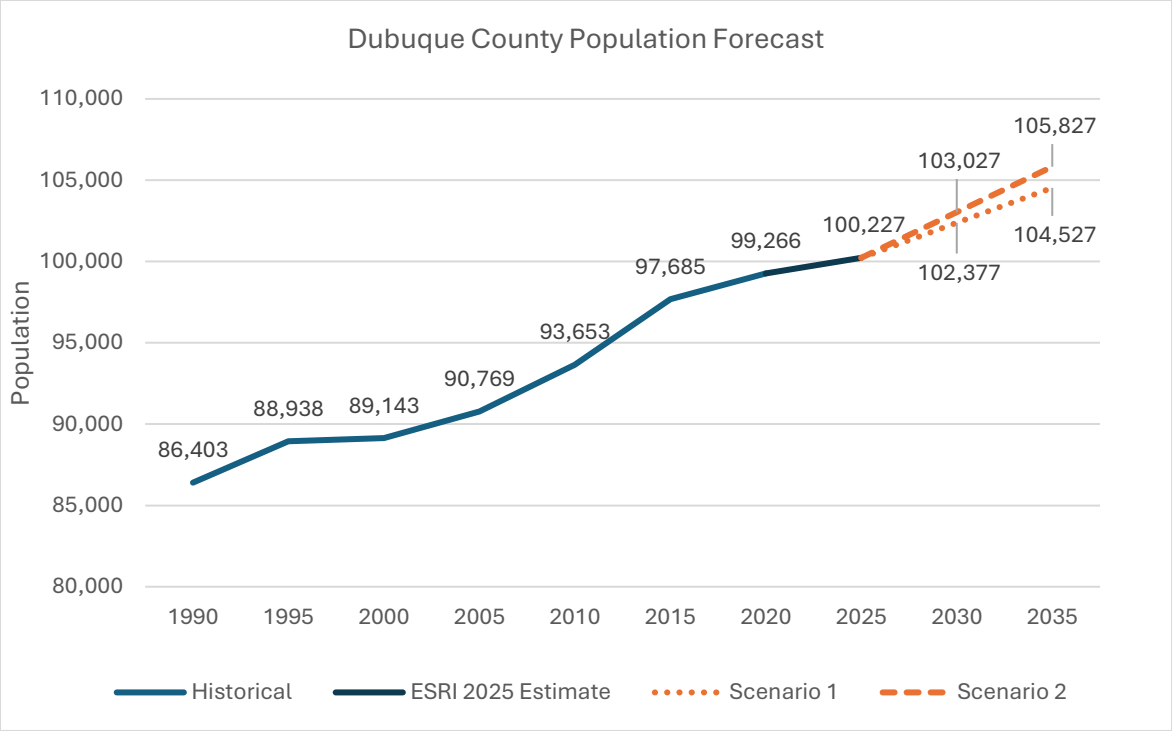



*Figure 7.1. Dubuque County Population Forecast*
*Source: US Census Bureau Decennial Census, ESRI Demographics*

## Housing Needs 2026-2035

The population forecast is converted into an estimate of future housing unit needs based on the following assumptions.

- **Group Quarters Population** - In 2020, Dubuque County had 4,157 people living in group quarters, about 4.2% of the total county population. When estimating housing unit demand, the population estimate is reduced by 4.2% to account for the group quarters population.
- **Household Tenure** - Of the remaining 95.8% of the county's population that resides in a household, approximately 78% lives in an owner-occupied housing unit and 22% lives in a renter-occupied unit. However, recent construction activity has been more evenly split between renter-occupied and owner-occupied units. According to 2019-2023 ACS estimates, housing units built since 2020 are roughly 50% owner-occupied and 50% renter-occupied.
- **Average Household Size** - Average household size differs by tenure, with 2.5 people per household for owner units and 1.9 for renter units. Assuming a 50/50 split for new housing unit construction, the projected population will have 57% living in owner-occupied units and 43% in renter-occupied units.

- **Vacancy Rate** - The forecast assumes that some of the new units constructed will be vacant at any given time. To account for this the forecast applies a 5% vacancy rate for renter-occupied units and a 2% vacancy rate for owner-occupied units.

Forecasts are provided in Table 7.1 and 7.2.

*Table 7.1. Forecast - Population in Households by Tenure*

| Scenario | | Scenario 1 | Scenario 2 |
|---|---|---|---|
| Population Growth Forecast | | 4,300 | 5,600 |
| Population in Group Quarters | 4.2% | 150 | 235 |
| Population in Households | 95.8% | 4,120 | 5,365 |
| Renter Household Population | 43% | 1,772 | 2,306 |
| Owner Household Population | 57% | 2,348 | 3,059 |

*Table 7.2. Forecast - Households and Housing Units by Tenure*

| Scenario 1 | Average HH Size | Households | % | Vacancy Rate | Housing Units |
|---|---|---|---|---|---|
| Renter Households | 1.9 | 932 | 49.8% | 5% | 979 |
| Owner Households | 2.5 | 939 | 50.2% | 2% | 958 |
| **Total** | | **1,783** | | | **1,937** |
| **Scenario 2** | | | | | |
| Renter Households | 1.9 | 1,214 | 49.8% | 5% | 1,275 |
| Owner Households | 2.5 | 1,224 | 50.2% | 2% | 1,285 |
| **Total** | | **2,438** | | | **2,560** |

The two scenarios estimate that the county will need between 1,937 and 2,560 new housing units between 2026 and 2035.

# 8. Key Findings

The Dubuque County Housing Needs Assessment was prepared to provide a data-driven understanding of current and future housing conditions in Dubuque County. This section of the highlights the insights and lessons learned through the assessment.

## Key Findings

### Demographics

**Population Growth:** Dubuque County's population reached 99,266 in 2020, up 6% since 2010. Growth seems to have slowed slightly over the first have of the new decade, but future growth is expected to align with the county's historical trends over the next ten years. Population forecasts project that the county will add between 4,300 and 5,600 residents over the next ten years.

**Aging population:** The county's population has been aging over time with retired Social Security beneficiaries making up 15% of the country's population in 2024. The aging trend is expected to accelerate over the coming years with more of the Baby Boomer cohort reaching retirement age.

**Household Size:** the average household size in Duque County has decreased recently with owner-occupied households holding steady at 2.5 people per household and renter-occupied households falling from 2.1 to 1.9 people per household. This brings the overall average household size down from 2.4 to 2.3.

### Economic Conditions

**Employment:** Employment for Dubuque County Residents has generally grown steadily, adding an average of 560 jobs per year over the last 30 years. Employment fell during the pandemic but has recovered and stabilized at around 52,000 jobs.

**Unemployment:** Prior to the pandemic, Dubuque County's unemployment rate had been trending downward. COVID-19 caused an unemployment rate spike in 2020 followed by 2 years of slow recovery. Unemployment has since stabilized at near pre-pandemic levels.

**Income:** Median Household Income grew to $75,919 in the 2019-2023 ACS, representing a 47.5 percent increase over the 2009-2013 ACS estimate, outpacing peer counties.

## Housing Trends

**Housing Supply:** The number of housing units in Dubuque County has been increasing steadily over the last 30 years. The 2020 Census reported a total of 42,630 housing units in 2020, up from 38,951 in 2010.

**Tenure:** The majority of the Dubuque County's housing units are owner-occupied. However, the share of renter-occupied units has been growing over time. Renter-occupied housing units accounted for 28.9% of all occupied housing units in 2020, up from 26.7% in 2010. This trend seems to be accelerating with 52% of the units constructed since 2020 being renter-occupied.

**Construction:** Dubuque County communities have continued to add new housing units each year. Construction numbers have fluctuated year to year, but the general trend has been that new units continue to be built every year, with single-family home construction declining slightly, and multi-unit construction increasing, especially over the last five years.

## Housing Market

**Vacancy Rates:**

Rental vacancy: 5.3% (ACS 2019–2023), 6.12% (Rental Owner & Manager Survey). Both are within the balanced range of 5–9%.

Owner vacancy: 0.6%, below the balanced range (1–2%), indicating tight supply. Rates below 1% are in line with historical trends.

**Sale Prices:** The median home sale price was $243,750 in 2024, up 44% since 2017. Prices rose rapidly during the pandemic with the median price increasing $28,000 (15.7%) between 2020 and 2021. Since then prices have continued to grow, up 7.1% between 2023 and 2024.

**Days on Market:** Fell sharply in 2020 and have remained low, suggesting persistent demand pressure and limited supply.

**Rental Costs:** Rents have increased steadily, with Zillow's rental index rising 7.3 % year-over-year, reaching an average rent of $1,031in September 2025.

## Housing Needs

**Population Growth:** Population growth scenarios estimate that Dubuque County's population will increase by 4,300 to 5,600 residents between 2026 and 2035.

**Housing Units:** An estimated 1,937 to 2,560 additional housing units will be needed to accommodate this growth.

## Affordability

**Cost Burden:** With increasing home prices and rents, housing affordability is an increasing challenge in Dubuque County, especially for lower income households. 2019-2023 ACS estimates show that households making under $50,000 per year are the most likely to be cost burdened. Generally, renters are more likely to be cost burdened than homeowners.

**Homeownership Opportunities:** Rising home prices, higher interest rates, and low vacancy ratees may be limiting home ownership opportunities and pushing more households toward renting. Currently a median priced home ($226,100) is affordable to 27-38% of Dubuque County households.

# Conclusion

*The Dubuque Housing Needs Assessment* finds that the local housing market is performing well, supported by a growing population, strong employment, and steady construction activity. However, the county also faces emerging pressures related to the following:

- Growing retired population that will require more accessible and low maintenance housing options. Replacing retirees in the workforce will require in-migration which will require more housing.
- Limited home vacancies, lower days on the market, and rising prices indicate a low for-sale inventory.
- Rising prices and declining affordability for low and moderate income households.
- Ongoing need for diverse housing options, including workforce, senior, and middle-market owner-occupied housing.
- Continued population growth that will require an estimated 1,937 to 2,560 additional housing units between 2026 and 2035.

Continued monitoring and support for housing rehabilitation new housing construction will be essential to sustain balance and ensure that all residents have access to safe, attainable housing in the coming decade.

# 9. Housing Programs

Local, state, and federal housing programs as well as regional partner agencies are described below.

## Local Housing Programs

Communities across Dubuque County offer a variety of housing programs designed to address a variety of housing needs. While these programs generally follow the framework established by state law, the details of each program will vary from community to community. Interested parties should contact check with their city or with Dubuque County for details about available programs.

The Iowa Code provides several options for cities and counties to create housing programs. The City of Dubuque, for example, offers a range of programs and resources for homeowners, commercial property owners, and rental property owners. These programs may serve as models for other communities as well. Learn more at www.cityofdubuque.org/incentives

### Tax Increment Finance (TIF) Districts

TIF districts can be created by cities and counties per Iowa Code Chapter 403, Urban Renewal Law. TIF can be used for three main purposes: promoting economic development, eliminating slum and blight, and facilitating housing development. TIF districts are established within approved urban renewal areas (URA).

### Urban Revitalization Districts

Urban Revitalization Districts are allowed by Iowa Code Chapter 404. They can target areas with slum or blight conditions to improve housing, infrastructure, and overall quality of life. Owners of eligible residential or commercial properties can receive a property tax exemption on the value added by improvements, for a specified period of years.

### Voluntary Assessment Agreements

Voluntary Assessment Agreement as per Iowa Code Chapter 384 allows property owners to petition their city to levy a special assessment to pay for public improvements for new subdivisions. This agreement would authorize a city to issue bonds that can pay for upfront costs of public improvements while in turn the cost of each property's improvement is assessed to that property within the subdivision. The developer is then allowed 10 years to repay the city for improvement costs, but a lien is placed on each property that prohibits the sale until the improvement costs are repaid in full.

## State of Iowa Housing Programs

The Iowa Finance Authority (IFA) offers mortgage and down payment assistance to help applicants with homeownership, and programs for rental assistance and community development. Learn more at https://opportunityiowa.gov/housing/

### Homeownership Assistance

*FirstHome Program:* Assists first-time homebuyers, connecting them with affordable mortgages and local lenders.

*Homes for Iowans Program:* Helps both first-time and repeat homebuyers purchase homes, potentially offering a $2500 grant.

*Military Homeownership Assistance Program:* Provides a $5,000 grant to eligible service members and veterans for down payments and closing costs on qualifying homes, usable in conjunction with FirstHome and Homes for Iowans.

### Rental Assistance

*Tenant-Based Rental Assistance (TBRA):* Allows nonprofit and local government entities to assist families with monthly rent, security deposit, and utility deposit.

*Home & Community-Based Services (HCBS) Rent Subsidy Program:* Provides applicants with monthly rent assistance.

*Family Self-Sufficiency (FSS):* A voluntary program for Housing Choice Voucher (HCV) participants to help families improve their economic situations and reduce their dependence on welfare programs.

*Iowa Housing Search:* A website to locate affordable rental housing units within the state of Iowa.

### Community Programs

*Community-Based Housing Revolving Loan Fund:* Promotes affordable housing and supportive services for eligible individuals.

*HOME Program:* Awards through a competitive process to help communities with a wide range of affordable housing.

*Housing – Upper Story Conversion:* Helps communities preserve existing housing stock and create new housing opportunities.

*Housing Tax Credit Program:* Helps develop affordable rental housing for individuals and families with fixed or limited incomes.

*Multifamily Loan Program:* Provides financing options to multifamily property owners and developers to preserve and create new affordable units in Iowa.

*Project-Based Section 8 Contract Administration:* Partners with private rental property owners to help provide affordable rents to low-income families living in Iowa.

*Workforce Housing Tax Credit:* Tax benefits to developers to provide housing in Iowa communities, focusing especially on those projects using abandoned, or dilapidated properties.

## Federal Housing Programs

The US Department of Housing and Urban Development (HUD) provide other homeownership, rental, and community programs. Learn more at https://www.hud.gov/states/iowa

### Homeownership Assistance

*Federal Housing Administration (FHA) Loans:* Insures loans, allowing lenders to offer mortgages to a wider range of borrowers, including those with lower credit scores or down payments.

*Public Servant Next Door Program:* Offers exclusive benefits, including grants to assist with closing costs and expenses, to help city, county, state, and federal employees become homeowners.

### Rental Assistance

*Housing Choice Voucher Program (Section 8):* Largest federal rental assistance program, allowing eligible families to find their own housing and receive a voucher to cover part of the rent.

*Public Housing:* Federally funded and locally managed, public housing provides affordable rental units for low-income individuals and families.

*Project-Based Rental Assistance:* Provides rental assistance for specific properties, ensuring affordability for low-income tenants.

*National Housing Trust Fund:* Helps increase and preserve the supply of affordable housing for extremely low-income and homeless families in Iowa.

*Family Self-Sufficiency (FSS):* A voluntary program for Housing Choice Voucher (HCV) participants to help families improve their economic situations and reduce their dependence on welfare programs.

### Community Programs

HOME Investment Partnerships Program (HOME): Provides federal funds to state and local governments to develop and support affordable housing for low-income residents.

Community Development Block Grants (CDBG): Provide funding to communities for economic development, job opportunities, and housing rehabilitation.

Low-Income Housing Tax Credits (LIHTC): Incentivize developers to build affordable housing by providing tax benefits.

## Dubuque County Housing Partners

### City of Dubuque Housing and Community Development Department

The Housing & Community Development Department oversees a collection of programs and services aimed at ensuring housing opportunity, improving existing housing stock, and supporting neighborhood quality. Key functions include:

- **Housing Programs** — These programs assist various stakeholders (homeowners, renters, developers) through programs such as the Housing Choice Voucher (Section 8), home improvement grants/loans, homebuyer assistance, and security deposit support.
- **Community Development** — The department administers community-wide initiatives, including Community Development Block Grant (CDBG) and urban revitalization efforts.
- **Inspection & Construction Services** — the department manages building permits, rental licensing and inspections, vacant building licensing, code enforcement, and related regulatory oversight.
- **Support Resources** — The department provides resources and guidance for tenants, landlords, and contractors.

### Regional Housing Partners

Below is a list of partners associated with the East Central Intergovernmental Association (ECIA), which provides staff and administrative support. The service area for each program varies within Dubuque County with some serving the whole county while others only serve the areas outside the city of Dubuque. The following section provides a short description of each program with more information available at www.ecia.org

**Eastern Iowa Regional Housing Authority (EIRHA)** serves Cedar, Clinton, Delaware, Dubuque, Jackson, Jones, and Scott Counties, excluding the cities of Clinton, Camanche, Davenport, and Dubuque. EIRHA provides decent, safe, and affordable housing to eligible

households; promotes self-sufficiency; creates economic independence; and provides homeownership opportunities for Housing Choice Voucher and Public Housing Program participants.

**Eastern Iowa Regional Housing Corporation (EIRHC)** acquires, constructs, provides, and operates rental housing and related facilities suited to special needs and living requirements.

**EIRHC Housing Trust Fund (HTF)** develops and preserves decent, safe, and affordable housing for low-income households, as well as access to the resources for creating housing opportunities for the families served in eastern Iowa. The emphasis is on the moderate, very low, and extremely low-income residents of Dubuque, Delaware, Jackson, Cedar, and Clinton Counties.

**Eastern Iowa Development Corporation (EIDC)** is a for-profit entity and wholly owned subsidiary of EIRHC formed to be a general partner in all Low-Income Housing Tax Credits projects.

**East Central Development Corporation (ECDC)** is a non-profit focused by serving low to moderate income communities and households and working with underserved neighborhoods that have experienced significant disinvestment. ECDC projects include affordable housing development and rehabilitation in Dubuque, Delaware, Jackson, Cedar, and Clinton Counties.

**Community Solutions of Eastern Iowa (CSEI)** promotes and encourages public well-being; provides homeless prevention resources to those living in poverty and threatened with homelessness; helps individuals and families survive and exit homelessness; and expands opportunities and empowers people to be self-sufficient in east central Iowa cities and counties. CSEI is a nonprofit subsidiary of the East Central Intergovernmental Association (ECIA).

# CREATING HOUSING OPPORTUNITIES

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

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

# 2,598 Total Lots/Units
## as of August 19, 2026, including
# 390 Workforce Units

**Residential Subdivision Lot Availability**

| Development | Location | Lots/Units Available | Use |
|---|---|---|---|
| North Grandview Estates | North Grandview/32nd Street | 32 Lots/Units | Single-Family/Apartment |
| Rustic Point Estates #2 | Derby Grange/Kennedy Roads | 40 Units | Single-Family/Duplex |
| Sky Blue Estates* | Sky Blue Drive | 4 Lots | Single-Family |
| Silver Oaks Subdivision | Elmwood/Silver Oaks Drive | 127 Lots | Single-Family/Duplex |
| South Pointe Estates* | Rockdale Rd./South Pointe Dr. | 37 Units | Single-Family/Duplex |
| Timber-Hyrst Estates | Creekwood Drive/Cherry Ridge | 21 Lots | Single-Family/Duplex/Townhomes |
| The Farm/Switch Homes | End of Tiffany Court | 18 Lots | Single-Family |
| Villas on Valeria | Valeria Street | 8 Units | Market Rate Townhomes |

*Subdivision has additional phases

**TOTAL: 287**

**Residential Development - Under Review**

| Development | Location | # of Lots/Units | Use |
|---|---|---|---|
| **Visitation/AHNI** | **900 Alta Vista Street** | **25 Units** | **Workforce Apartments** |
| Carter Road Apartments | Carter Road | 40 Units | Market-Rate Apartments |
| Farley & Loetscher, LLC | 801 Jackson Street | 126 Units | Market-Rate Apartments |
| Bridge Lofts | 35 Locust Street | 106 Units | Market-Rate Apartments/Mixed Use |
| Millwork Flats | 1065 Jackson Street | 76 Units | Market-Rate Apartments |
| Corridor DBQ | 1527 Central Avenue | 10 Units | Market-Rate Apartments |
| Thunder Valley Development, LLC | Radford Road | 72 Units | Market-Rate Apartments |
| Williams Duplex | Key Way/Keystone Drive | 2 Units | Market-Rate Apartments |
| Ellis Mixed-Use Development | JFK Road/Northwest Arterial | 28 Units | Market-Rate Apartments/Mixed Use |

**TOTAL: 485**

**Residential Subdivision - Under Review**

| Development | Location | # of Units | Use |
|---|---|---|---|
| Sky Blue Estates #3 | Sky Blue Drive | 15 Lots | Single-Family |

**TOTAL: 15**

**Residential Subdivision - Under Construction**

| Development | Location | # of Units | Use |
|---|---|---|---|
| The Farm/Switch Homes | End of Tiffany Court | 84 Lots | Single-Family |
| South Pointe Phase 2 | South Pointe Drive | 21 Lots<br>22 Units | Single-Family<br>Duplex |

**TOTAL: 127**

**ADDITIONAL DETAILS ON BACK**

CONTINUED FROM PAGE 1

| Residential Development - Under Construction | | | |
|---|---|---|---|
| **Development** | **Location** | **# of Units** | **Use** |
| **Carich Property LLC Apartments** | **1734-36 Central Avenue** | **8 Units** | **Workforce/Market-Rate Apartments** |
| Fox Hills Apartments | End of Plaza Drive | 390 Units | Market-Rate Apartments |
| 1701 Central Ave. Apartments | 1701 Central Avenue | 4 Units | Market-Rate Apartments |
| 1301 Central Ave. Apartments | 1301 Central Avenue | 30 Units | Market-Rate Apartments |
| **Habitat for Humanity** | **Rosalynn Carter Place** | **11 Units** | **Workforce Single-Family Homes** |
| The Landings at Cedar Cross | 380 Cedar Cross Road | 120 Units | Market-Rate Apartments/Mixed Use |
| Iowa Street Lofts | 1248 Iowa Street | 13 Units | Market-Rate Apartments |
| Novelty Iron Works Condominiums | 333 E. Tenth Street | 34 Units | Market-Rate Apartments |
| Hitzler Rental LLC Apartments | 2541 Central Avenue | 5 Units | Market-Rate Apartments |
| Rider on Main | 200 W. Fifth Street | 102 Units | Market-Rate Apartments/Mixed Use |
| Miller Five-Plex | Eastgate Court | 5 Units | Market-Rate Apartments |
| Wilson House Apartments | 1243 Locust Street | 5 Units | Market-Rate Apartments |

**TOTAL: 727**

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

**TOTAL: 35**

| Completed/Constructed Developments | | | |
|---|---|---|---|
| **Development** | **Location** | **# of Units** | **Use** |
| 1706 Central Apartments | 1706 Central Avenue | 11 Units | Market-Rate Apartments |
| 799 Main Street Apartments | 799 Main Street | 36 Units | Market-Rate Apartments |
| **Gardens of Dubuque** | **1895 Radford Road** | **50 Units** | **Workforce Family Housing Apartment** |
| Kretschmer Lofts | 895 Washington Street | 48 Units | Market-Rate Apartments |
| **Roosevelt West** | **1865 Radford Road** | **44 Units** | **Workforce Senior Housing Apartment** |
| Miller 4-Plex | 3545 East Gate Court | 4 Units | Market-Rate Apartments |
| Mount Carmel - Sisters of Charity I Phase 1 | 1100 Carmel Drive | 60 Units<br>46 Units<br>22 Units | Skilled Nursing<br>Assisted Living<br>Memory Care |
| Mount Carmel - Sisters of Charity II | 1100 Carmel Drive | 116 Units | Independent Living |
| Chadwick Block Apartments | 249 W. 1st Street | 4 Units | Market-Rate Apartments |
| Old Prescott School | 1199 Central Avenue | 12 Units | Market-Rate Apartments |
| 1047 Bluff Street Apartments | 1047 Bluff Street | 2 Units | Market-Rate Apartments |
| 1398 White Street Apartments | 1398 White Street | 2 Units | Market-Rate Apartments |
| South Pointe Rowhouses | Rolling Creek Lane | 6 Units | Market-Rate Townhomes |
| 744 Main Street | 744 Main Street | 2 Units | Market-Rate Apartments |
| HG Apt LLC Apartments | 2901 Central Avenue | 18 Units | Market-Rate Apartments |
| Century Square Apartments | 1504 Bies Drive | 54 Units | Market-Rate Apartments |
| South Point Rowhouse | 1368-1378 Autumn Ridge | 4 Units | Market-Rate Townhomes |
| Padua Place Apartments | 2175 Rosedale Avenue | 14 Units | Market-Rate Apartments |
| **Emri Apartments** | **Radford Road** | **48 Units** | **Workforce Family Housing Apartments** |
| Cedar Lake Apartments | Lake Ridge Drive | 42 Units | Market-Rate Apartments |
| Plastic Center, Inc. | 408 W. 5th Street | 9 Units | Market-Rate Apartments |
| CK Construction Four-Plex | 1104 Lincoln Avenue | 4 Units | Market-Rate Apartments |
| The Landings at Cedar Cross | 380 Cedar Cross Road | 60 Units | Market-Rate Apartments/Mixed Use |
| **Union at the Marina** | **1860 Hawthorne Street** | **201 Units** | **Workforce Family Housing** |
| **Habitat for Humanity** | **Roslyn Carter Place** | **3 Units** | **Workforce Single-Family Homes** |

**TOTAL: 922**



InfoActions

*Q50: Looking at the long-term viability of both your company and this community, which of the following efforts do you believe should be prioritized to increase the competitiveness of the city, region, or state?*

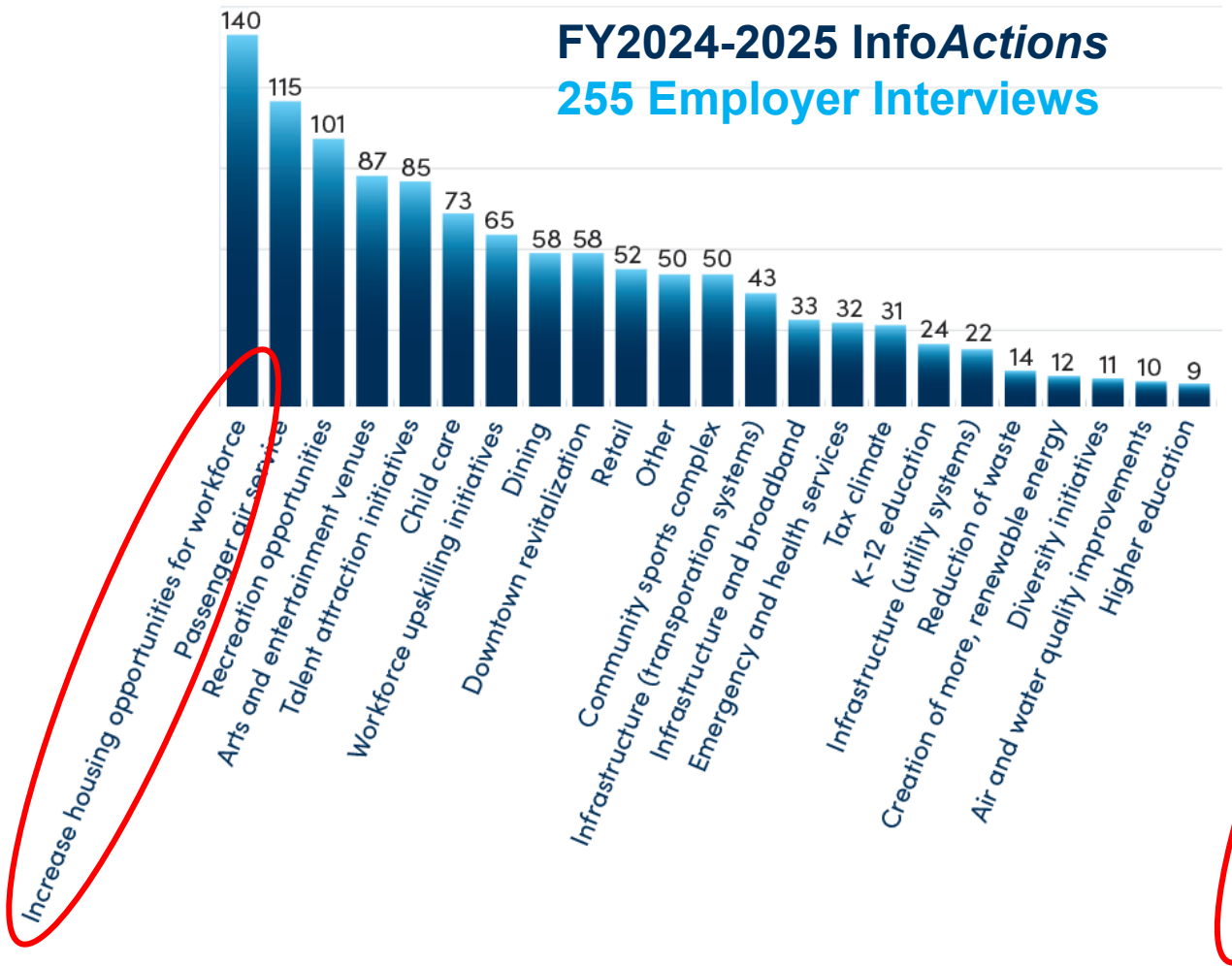
# Housing Availability & Affordability:

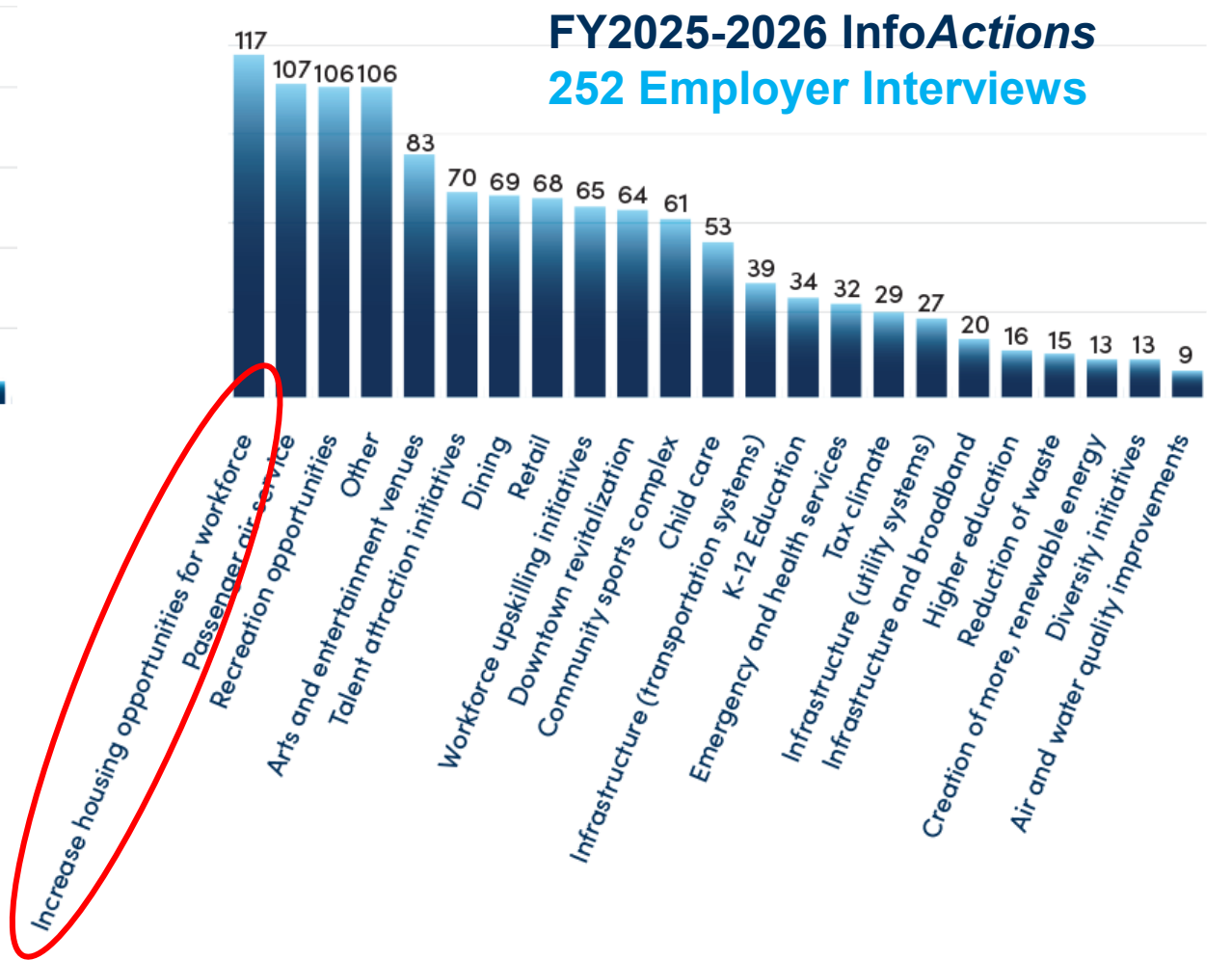
## A Growing Concern Among Area Employers, 2020 to Present

| 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|---|---|---|---|---|---|
| *305 Companies Interviewed* | *307 Companies Interviewed* | *305 Companies Interviewed* | *270 Companies Interviewed* | *255 Companies Interviewed* | *252 Companies Interviewed* |
| Housing Access = #3 Concern | Housing Access = #2 Concern | Housing Access = #2 Concern | Housing Access = #1 Concern | Housing Access = #1 Concern | Housing Access = #1 Concern |

# InfoActions

***Q50: Looking at the long-term viability of both your company and this community, which of the following efforts do you believe should be prioritized to increase the competitiveness of the city, region, or state?***

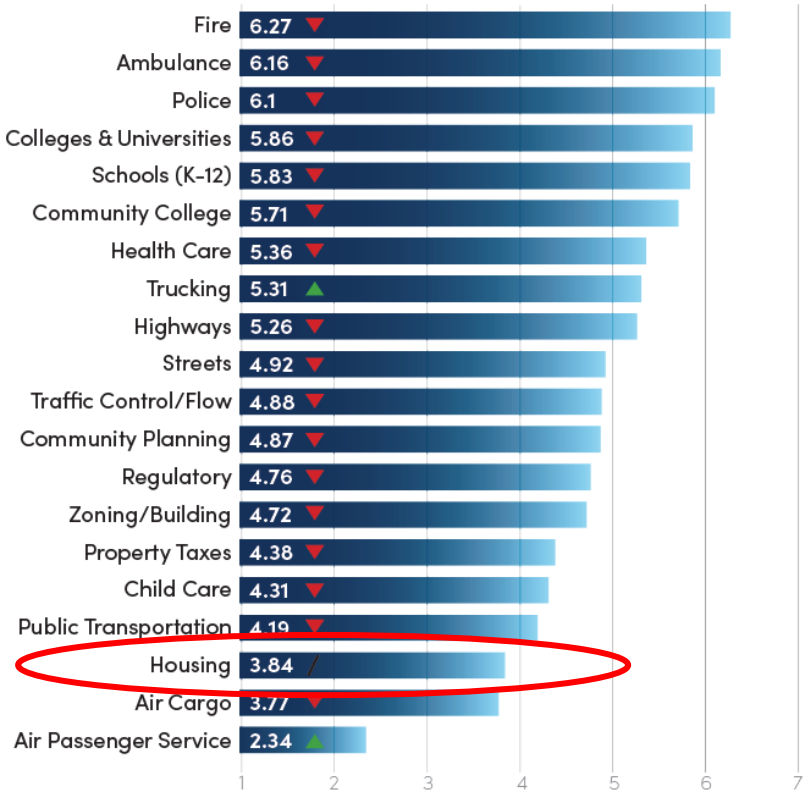


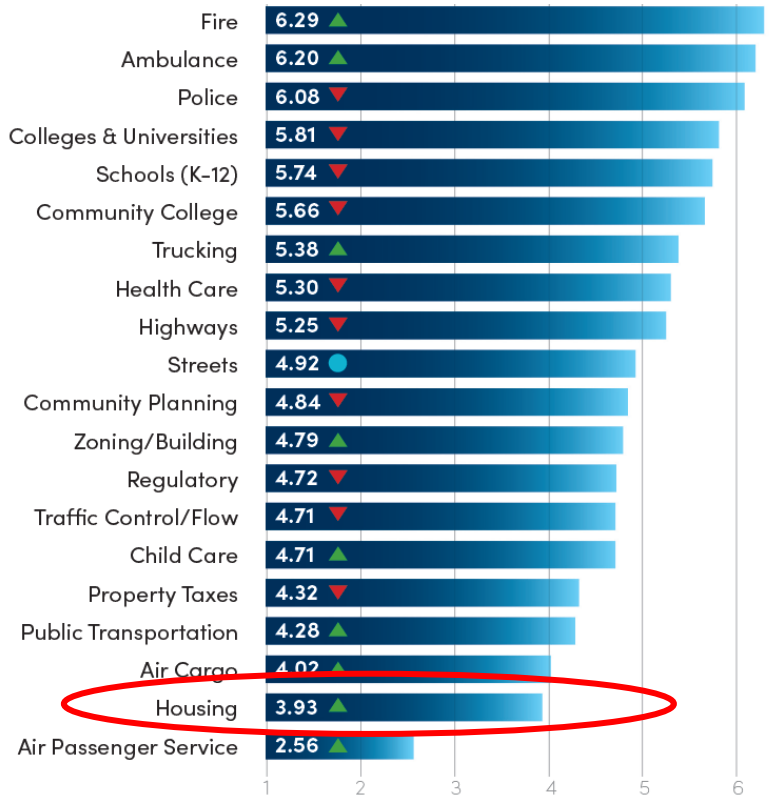
InfoActions

***Q46: Rate the quality of community services on a scale of 1 to 7, with 7 being highest (20 services presented for rating).***

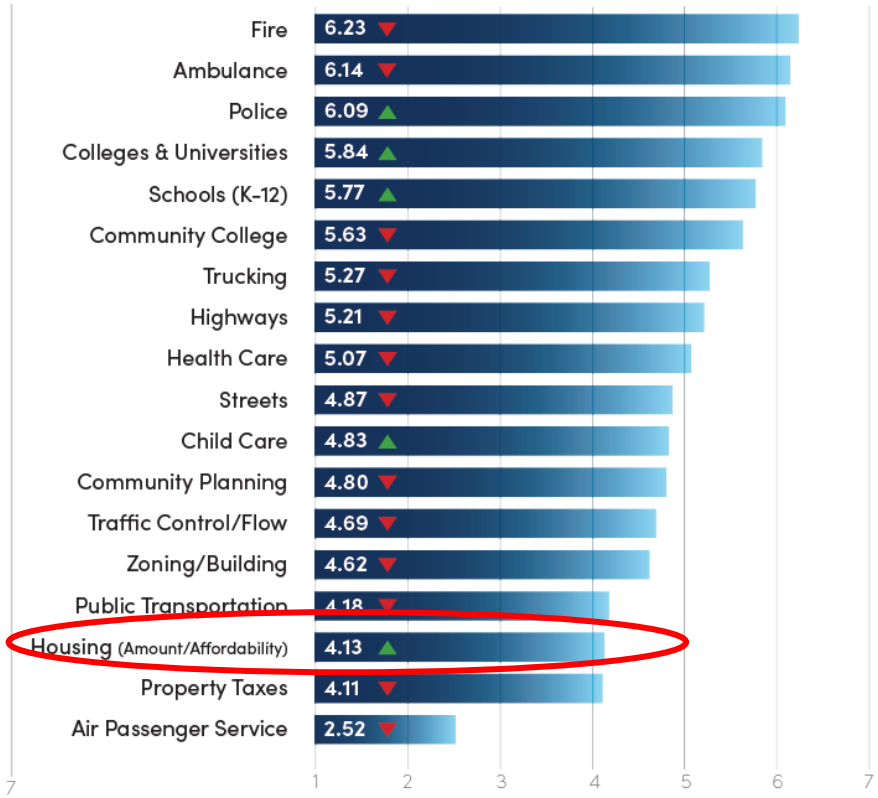
## FY2023-2024
### 270 Employer Interviews




## FY2024-2025
### 255 Employer Interviews




## FY2025-2026
### 252 Employer Interviews

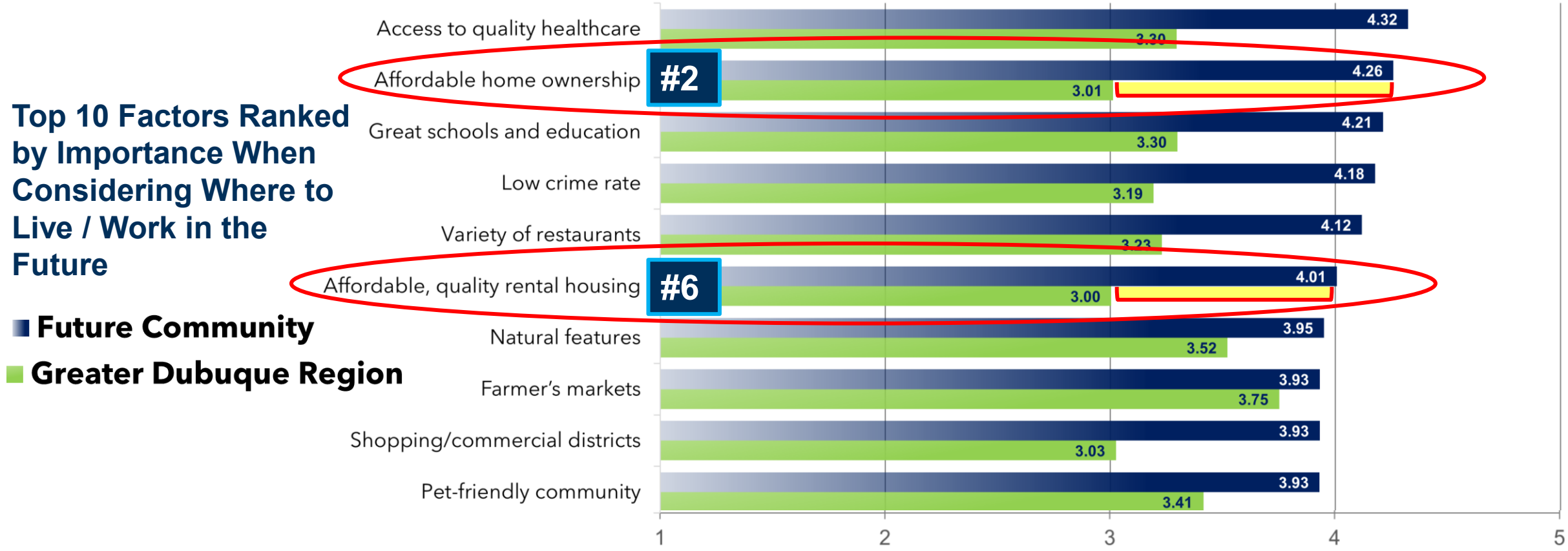



▼ = Trending down from prior year ▲ = Trending up from prior year / or ● = No change from prior year

# Next Gen Perceptions Survey

***Based on 2023 survey of 1,157 persons 30 years old or younger rating importance of 35 community factors when choosing where to live / work in the future versus how Greater Dubuque region ranks in delivering that service.***

## Top 10 Factors Ranked by Importance When Considering Where to Live / Work in the Future



| Job | Skills Gap Analysis | Education Requirement | Median Hourly Wage | Starter Hourly Wage | Starter Annual Income | Starter Affordable Rent | Starter Affordable Rent No Utilities | Affordable Home Price Starter Wage One Income | Affordable Home Price Starter Wage Dual Income |
|---|---|---|---|---|---|---|---|---|---|
| Assemblers and Fabricators | 184 | On the Job Training | $ 20.91 | $ 17.77 | $ 36,968.88 | $ 924.22 | $ 774.22 | 100,000 to 120,000 | 230,000 to 350,000 |
| Restaurant Cook | 137 | Certificate | $ 15.48 | $ 13.16 | $ 27,368.64 | $ 684.22 | $ 534.22 | 80,000 to 95,000 | 165,000 to 220,000 |
| Pharmacy Tech | 37 | Associates | $ 18.60 | $ 15.81 | $ 32,884.80 | $ 822.12 | $ 672.12 | 103,000 to 158,000 | 190,000 to 230,000 |
| Middle School Teacher | 21 | Bachelor's Degree | $ 25.61 | $ 21.77 | $ 45,278.48 | $ 1,131.96 | $ 981.96 | 140,000 to 215,000 | 270,000 to 370,000 |
| Post Secondary Teacher | 93 | Advanced Degree | $ 33.49 | $ 28.47 | $ 59,210.32 | $ 1,480.26 | $ 1,330.26 | 180,000 to 280,000 | 350,000 to 500,000 |

GREATER DUBUQUE DEVELOPMENT CORPORATION

# Housing in the FY2026 Employer Visit Data

A Data Summary from the InfoAction Business Retention & Expansion Visit Program

*Prepared for City Council | August 28, 2026 | 252 completed employer visits, FY2026*

## Purpose

This summary presents what Dubuque-area employers reported to Greater Dubuque Development Corporation through the InfoAction business retention and expansion visit program between July 1, 2025 and June 30, 2026. It covers 252 completed visits spanning manufacturing, financial services, healthcare, legal, real estate, utilities, government, and other sectors across the Greater Dubuque region. It reports what the responses show and does not draw conclusions about what the community should do in response. Multi-year survey trends and county housing market and affordability data are covered in the accompanying materials and are not repeated here.

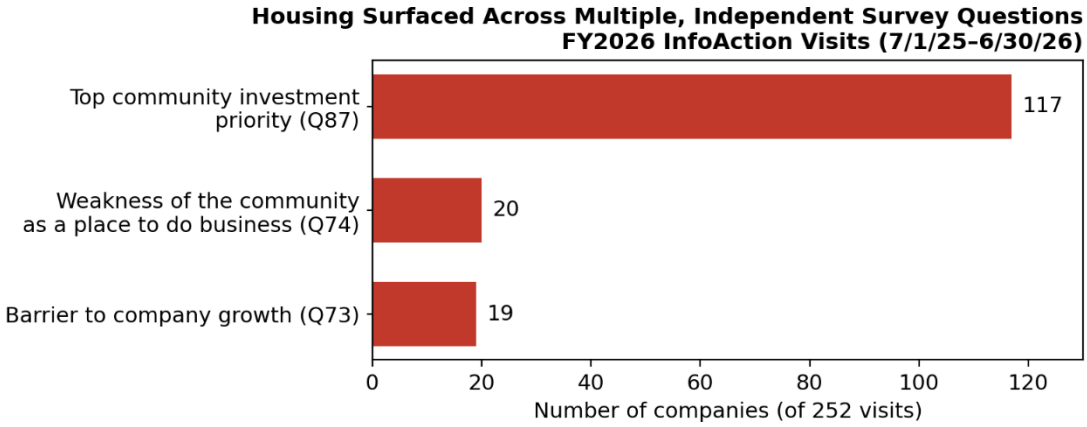
InfoAction uses a structured questionnaire with several pre-set answer options relevant to housing, including which community investments employers believe should be prioritized and what they consider barriers or weaknesses in the community. Because these are fixed answer options rather than open-ended prompts, responses can be counted and compared across the full set of visits rather than treated as one-off comments.

## Headline Findings

| **117 / 252** | **58%** |
|---|---|
| companies named increasing workforce housing as a top community investment priority — the single most-cited priority of 20+ options offered | of all 252 visits included a housing-related comment somewhere in the conversation |

## Housing Across Three Survey Questions

Housing appeared in responses to three separately worded questions: which community investments should be prioritized, what employers see as weaknesses of the community, and what they identify as barriers to their own growth. Counts for each are shown below.




## Employer Comments

The comments below are drawn directly from InfoAction visit notes. The visit program covers the Greater Dubuque region; the comments shown here are limited to employers located in the City of Dubuque. Employer names have been withheld for this public document; sector is shown instead.

> *The community is focused on building apartments, but there is a greater need for affordable single-family homes.*
>
> **— Leading manufacturing employer, Dubuque**

> *Workforce housing, particularly affordable housing, is a significant challenge... more candidates often choose Des Moines.*
>
> **— Professional services / accounting firm, Dubuque**

> *Dubuque [is] seen as attractive once people arrive, but housing/rental barriers exist for newcomers without local history.*
>
> **— Food manufacturer, Dubuque**

> *Housing and community amenities are needed to attract and retain talent.*
>
> **— Construction / real estate firm, Dubuque**

> *They face challenges with child care, affordable housing, and retaining minority candidates.*
>
> **— Furniture manufacturer, Dubuque**

> *Housing to buy (not rent) for entry level buyers, under $175k range... an employee's son tried to find a quality home in Dubuque and had a very difficult time.*
> **— Lab-equipment manufacturer, Dubuque**

## Comment Categories

- Housing type: several employers said the community is building apartments while describing the greater unmet need as affordable, entry-level single-family homes to buy.
- Price point: one respondent identified roughly $250,000 as a target price point for workforce housing and reported that builders find that price point financially infeasible to build at current costs.
- Newcomers: multiple employers said Dubuque is attractive once people arrive, and that out-of-town recruits without local history or credit relationships have difficulty finding rentals or homes quickly.
- Recruiting: several employers said candidates from outside the region chose competing metro areas, citing relative housing cost and availability among the reasons.
- Child care: several employers described housing and child care together when discussing barriers to hiring and retaining staff.

## Recommendation

We believe there is merit in developing a standard return-on-investment analysis for TIF-assisted housing projects (and TIF-supported projects, generally) that documents the financing gap, the need the project meets, and a reasonable range of public assistance as a share of total project cost.

To: File

From: Dave and Hannah Lyons

Date: August 28, 2026

Re: Updated GDDC Housing Alignment

Housing misalignment is when a community's housing stock and prices do not match the needs and incomes of its population. In 2025, the Dubuque County Housing Assessment (DCHA) found that Dubuque's housing stock was out of alignment with the needs of its current population of 99,242, projected 2035 population of 104,527, and significantly below the needs of its targeted population of 105,827. The DCHA estimates that between 1,937 and 2,560 new housing units will be needed between 2026 and 2035 to support projected and target population growth.

While there is anecdotal information being presented that more housing capacity has created higher vacancy rates, there are no data sources to support that. The "natural" vacancy rate, at which prices remain steady, is estimated at 7% to 8% (source). DCHA identifies target vacancy rates at 1-2% for owner-occupied units and 5-9% for renter-occupied. Rates below these can be indicative of a housing shortage. In the past three years, vacancy rates in Dubuque County for owner-occupied units remained steadily below the target rate and rental vacancy rates have increasingly declined, with the most recent data placing us below the target rate.

| **Vacancy Rates** | 2018-2022 | 2019-2023 | 2020-2024 |
|---|---|---|---|
| Owner-occupied | 0.7 | 0.6 | 0.7 |
| Renter-occupied | 6.4 | 5.3 | 2.1 |
| Overall | 6.3 | 5.6 | 5.3 |

Source: US Census Bureau, 5-year American Community Survey Estimates

While there is an 18-month lag between data collection and publishing for the ACS, this is the best data available. Moreover, more recent market information appears to reflect these trends. If the anecdotal statements about excess capacity and increasing vacancy rates were true, we would expect to see prices decrease and time on the market increase. However, home purchase opportunities appear to remain tight. Days on Market have remained steady at the lower end of a balanced market, considered to be 30-60 days (source). Realtor.com Economic Research actually has median days on market having decreased by 11% in the past year (source).

| | 7/23-6/24 | 7/24-6/25 | 7/25-6/26 |
|---|---|---|---|
| **Average Days on Market** | 33 | 36 | 36 |

Source: Redfin Dubuque, IA Housing Market Trends

In the last 12 months, the average home price in the City of Dubuque has increased around $10,000, ($241,624 to $251,952) and over $35,000 from this time in 2022 ($215,850) (source). The County faces a similar trend – increasing nearly $15,000 ($266,555 to $281,283) in the last year and over $40,913 since 2022 ($240,370) (source). These price increases make sense in the context – according to Ruhl & Ruhl Realtors, for the last 12 months Dubuque has 2.6 months of inventory, putting us solidly in a Seller's Market. (source). For context, a balanced market has 4 to 6 months of inventory.

Rental costs also continue to rise with demand. Median monthly rental prices have increased from of $997.5 in 2025 to $1,075 in 2026 (source). Realtor.com Economic Research identifies that while the number of rental properties have gone up by 9.38% in the last year, median rents have also increase by 10.33% in the same period (source). Apartments.com also identifies an increase in rental prices in the last year but at a lesser rate, around 1.2% (source).

So, it appears from the data available that housing in Dubuque continues to be in misalignment. Misalignment appears to be most prominent in households earning less than $50,000. The percentage of households spending more than 30% of their gross income on housing – what HUD-defines as affordability – for households earning between $50,000 and $35,000, $35,000 and $20,000 is 40.6% and 65.9%, respectively. Such misalignment negatively impacts quality of life for current residents, hinders recruitment of prospective residents, and slows economic growth.

Housing misalignment can intensify when housing capacity does not support future workforce population growth. By taking 85% of the median wage among all occupations with sufficient data in Dubuque County (source), we estimate that the entry level wages for a new employee in the Dubuque MSA would be $21.51. Some industries will be higher (such as Management Occupations) and some will be lower (such as Food Preparation and Serving Related Occupations). And some industries will contain both (such as Healthcare Practitioners and Technical Occupations with average starting wages ranging from $13.21 to $163.49). If we accept that the average starting wage in Dubuque is $21.51, resulting in an annual income of approximately $44,740, only around 10% of homes sold in Dubuque last year (source) would have been affordable for those seeking new employment here, even with a $15,000 downpayment (source). In addition, this average income would also require rental costs above 30%

With no monthly debts and a $20,000 downpayment, purchasing the average cost Dubuque home requires a household income of approximately $74,000 (source) for the home to be considered affordable. The majority of starting wage positions in Dubuque do not produce that income. A significant percentage of dual-income starting wage

households do not produce that income (see attachment). In addition, a large percentage of starting wage positions will be required to pay more than 30% for their rental housing.

Housing capacity continues to be a critical issue for Dubuque. However, if housing policy is to shift, data would suggest a shift toward creation of housing units (both rental and owner-occupied) designed to support existing and future demand for housing affordable to entry and mid-level working individuals and families.

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 3.**

| | |
|---|---|
| **ITEM TITLE:** | Update to Unmeasured Flow Reducer Requirements and Related Ordinances |
| **SUMMARY:** | City Manager recommending City Council approval of the update to Ordinance 13-1B-3, 13-B-8, and 13-1B-9 to remove the language regarding Unmeasured Flow Reducers (UFRs) and clean up other language.<br>**ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 13 Public Utilities, Chapter 1 Article B. Water Meters |
| **SUGGUESTED DISPOSITION:** | Receive and File; Motion B; Motion A |

**ATTACHMENTS:**

1. MVM Memo Update to Unmeasured Flow Reducer Requirements and Related Ordinances
2. Staff Memo UFR Ordinance Amendment Memo 8.31.2026
3. Chapter 13-1B - Ordinance Changes

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:** Update to Unmeasured Flow Reducer Requirements and Related Ordinances

**DATE:** September 1, 2026

Water Department Director Christopher Lester is recommending City Council approval of the update to Ordinance 13-1B-3, 13-B-8, and 13-1B-9 to remove the language regarding Unmeasured Flow Reducers (UFRs) and clean up other language.

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
Carl Plumley, Water Distribution Supervisor
Danny Petersen, Lead Distribution Maintenance Worker

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

**FROM**: Christopher Lester

**DATE:** August 31, 2026

**SUBJECT**: Update to Unmeasured Flow Reducer Requirements and Related Ordinances

## INTRODUCTION

The purpose of this memo is to request approval of the attached ordinance updating Ordinance 13-1B-3, 13-B-8, and 13-1B-9 to remove the language regarding Unmeasured Flow Reducers (UFRs).

## BACKGROUND

The City of Dubuque established requirements for the installation of Unmeasured Flow Reducers (UFRs) on specific meter sizes on November 7, 2011, through the adoption of Ordinance No. 49-11.

Through communication with the City's current UFR supplier/manufacturer, staff were informed that the UFR previously used by the City is no longer being manufactured. Moving forward, a standard coupling currently utilized on the inlet side of the meter will be used in place of the UFR on the outlet side. This coupling remains available from the City's current supplier.

Staff identified that Sections 13-1B-3, Unmeasured Flow Reducer Installed; 13-1B-8, Protecting Meter and Accessories from Damage; and 13-1B-9, Right to Repair Without Notice; Tampering Prohibited, contain language specifically referencing UFRs and will need to be updated to reflect this change.

## DISCUSSION

Following coordination with Legal, the proposed updates to the Ordinances would be as follows moving forward:

### 13-1B-3: RESERVED

. . . .

### 13-1B-8: PROTECTING METER AND ACCESSORIES FROM DAMAGE:

The owner of the premises where a meter is installed is responsible for the care and protection of the meter, remote meter, and related wires where applicable, from freezing or

hot water and from other injury or interference. In all cases where meters, remote meters, water metering equipment, or related wires are broken or damaged except for ordinary wear and tear, the necessary repairs will be made by the city and the cost charged to the owner of the premises. In the event payment thereof is neglected or refused, the water supply may be turned off until full payment has been made, together with a charge as established by the city manager or the city manager's designee.

**13-1B-9: RIGHT TO REPAIR WITHOUT NOTICE; TAMPERING PROHIBITED:**

Damaged or stopped meters, remote readers, and related water metering equipment wires may be removed and repaired by the city without first giving notice thereof to the owner or user. No one shall in any way interfere with the proper registration of a water meter, remote reader, or related wires and no one except an authorized city employee can break a seal, tamper with, or damage any meter, remote reader, or related wires; provided, however, that the city manager or city manager's designee may grant permission to a licensed plumber in case of emergency to break such seal for draining pipes or stopping water leaks.

**ACTION REQUESTED**

I respectfully request approval of the attached ordinance updating Ordinance 13-1B-3, 13-B-8, and 13-1B-9 to remove the language regarding Unmeasured Flow Reducers (UFRs).

cc: Crenna Brumwell, City Attorney
Carl Plumley, Water Distribution Supervisor
Danny Petersen, Lead Distribution Maintenance Worker

Prepared by: Crenna M. Brumwell, Esq. 300 Main Street Suite 330 Dubuque IA 52001 563 589-4381

# ORDINANCE NO. _____ - 25

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 1 ARTICLE B. WATER METERS**

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

Section 1. Title 13, Chapter 1B of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

**13-1B-3: RESERVED**

. . . .

**13-1B-8: PROTECTING METER AND ACCESSORIES FROM DAMAGE:**

The owner of the premises where a meter is installed is responsible for the care and protection of the meter, remote meter, and related wires where applicable, from freezing or hot water and from other injury or interference. In all cases where meters, remote meters, water metering equipment, or related wires are broken or damaged except for ordinary wear and tear, the necessary repairs will be made by the city and the cost charged to the owner of the premises. In the event payment thereof is neglected or refused, the water supply may be turned off until full payment has been made, together with a charge as established by the city manager or the city manager's designee.

**13-1B-9: RIGHT TO REPAIR WITHOUT NOTICE; TAMPERING PROHIBITED:**

Damaged or stopped meters, remote readers, and related water metering equipment wires may be removed and repaired by the city without first giving notice thereof to the owner or user. No one shall in any way interfere with the proper registration of a water meter, remote reader, or related wires and no one except an authorized city employee can break a seal, tamper with, or damage any meter, remote reader, or related wires; provided, however, that the city manager or city manager's designee may grant permission to a licensed plumber in case of emergency to break such seal for draining pipes or stopping water leaks.

. . . .

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ___ day of _____, 2025.

_____
Brad Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

## EFFECT OF AMENDMENT

~~**13-1B-3: UNMEASURED FLOW REDUCER INSTALLED:**~~

~~All unmeasured flow reducer (UFR) devices must be installed where a five-eighths inch ($^5/_8$") or three-fourths inch ($^3/_4$") meter is installed and a pressure reducing valve or RPZ backflow device is not installed, and where by installing this device does not compromise the water pressure to be less than thirty five (35) psi. The UFR device will be furnished by the city as part of the water meter assembly. (Ord. 49-11, 11-7-2011)~~

**13-1B-8: PROTECTING METER AND ACCESSORIES FROM DAMAGE:**

The owner of the premises where a meter is installed is responsible for the care and protection of the meter, remote meter, and related wires~~, and UFR device~~ where applicable, from freezing or hot water and from other injury or interference. In all cases where meters, remote meters, water metering equipment, or related wires~~, or UFR devices~~ are broken or damaged except for ordinary wear and tear, the necessary repairs will be made by the city and the cost charged to the owner of the premises. In ~~case~~ the event payment thereof is neglected or refused, the water supply ~~must~~ may be turned off until full payment has been made, together with a charge as established by the city manager or the city manager's designee.

**13-1B-9: RIGHT TO REPAIR WITHOUT NOTICE; TAMPERING PROHIBITED:**

Damaged or stopped meters, remote readers, and related water metering equipment wires~~, and UFR devices~~ may be removed and repaired by the city without first giving notice thereof to the owner or user. No one shall in any way interfere with the proper registration of a water meter, remote reader, or related wires~~, or UFR device~~ and no one except an authorized city employee can break a seal, tamper with, or damage any meter, remote reader, or related wires~~, or UFR device~~; provided, however, that the city manager or city manager's designee may grant permission to a licensed plumber in case of emergency to break such seal for draining pipes or stopping water leaks.

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 4.**

| | |
|---|---|
| **ITEM TITLE:** | Request for Ordinance Modification- City Code 4-6A Pawnbrokers and Secondhand Dealers: Junk and Auto Salvage Dealers, Article A. Pawnbrokers and Secondhand Dealers |
| **SUMMARY:** | City Manager recommending City Council adopt an amendment to the City of Dubuque Code of Ordinances Section 4-6A, which adds the definition of a “Claimant” and aligns the process of recovering misappropriated property with Iowa Code.<br>**ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 4 Business And License Regulations, Chapter 6 Pawnbrokers And Secondhand Dealers; Junk And Auto Salvage Dealers, Article A. Pawnbrokers And Secondhand Dealers |
| **SUGGUESTED DISPOSITION:** | Receive and File; Motion B; Motion A |

**ATTACHMENTS:**

1. MVM Memo Request for Ordinance Modification- City Code 4-6A Pawnbrokers and Secondhand Dealers Junk and Auto Salvage Dealers
2. Staff Memo
3. Ordinance

THE CITY OF DUBUQUE
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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Request for Ordinance Modification- City Code 4-6A Pawnbrokers and Secondhand Dealers: Junk and Auto Salvage Dealers, Article A. Pawnbrokers and Secondhand Dealers

**DATE:** August 31, 2026

Chief of Police Joe Messerich is recommending City Council adopt an amendment to the City of Dubuque Code of Ordinances Section 4-6A, which adds the definition of a "Claimant" and aligns the process of recovering misappropriated property with Iowa Code.

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
Joe Messerich, Chief of Police

Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Joe Messerich, Chief of Police

DATE: August 30, 2026

RE: Request for Ordinance Modification- City Code 4-6A Pawnbrokers and Secondhand Dealers: Junk and Auto Salvage Dealers, Article A. Pawnbrokers and Secondhand Dealers

## Purpose

This memo outlines the rationale for a proposed amendment to City of Dubuque Code of Ordinances Section 4-6A, which adds the definition of a "Claimant" and aligns the process of recovering misappropriated property with Iowa Code.

## Background

The current language in City Code 4-6A-13B that governs misappropriated property possessed by pawnbrokers is outdated and is no longer consistent with Iowa Code or the current practice employed by the police department.

Section 4-6A-13B currently provides that police may seize, with proper seizure notice, or require the licensee to hold property police have probable cause to believe is stolen; that if police have not seized or picked up the property within thirty days from notice to the licensee, the licensee may dispose of the property; and that the licensee may petition the court at the conclusion of any criminal investigation or proceeding for return of any unclaimed merchandise confiscated from its possession.

Given that procedure, the parts of Section 4-6A-13(B) allowing disposal of the property after thirty days and tying return of the property to the conclusion of a criminal investigation or proceeding conflict with Iowa Code Section 714.28, which instead provides for resolution of the possession issue between the claimant and the pawnbroker, and small claims court if necessary.

Iowa Code 714.28 sets out the following procedure: the claimant must notify the pawnbroker by certified mail or in person with a signed receipt, include a complete description of the property, and provide a legible copy of the applicable police report. If the claimant and pawnbroker do not resolve the right to possession within ten days after

the pawnbroker receives notice, the claimant may file in small claims court. Once the pawnbroker is served, the pawnbroker must hold the property until the right to possession is resolved by the parties or the court.

**Discussion**

This ordinance modification removes Section 4-6A-13B and adds Section 4-6A-14, which reads as follows:

> 4-6A-14: Misappropriated Property
>
> If allegedly misappropriated property remains in the possession of a pawnbroker, the claimant and pawnbroker shall proceed under Iowa Code Section 714.28, including the notice and small-claims procedures set forth therein.

This modification also adds the definition of “Claimant” to Section 4-6A-1: Definitions.

**Recommendation**

Review and adopt the attached ordinance.

cc: Crenna Brumwell, City Attorney

Prepared by: Crenna M. Brumwell, Esq. 300 Main Street, Suite 330, Dubuque, IA 52001 (563) 589-4113

**ORDINANCE NO. _____ - 26**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 6 PAWNBROKERS AND SECONDHAND DEALERS; JUNK AND AUTO SALVAGE DEALERS, ARTICLE A. PAWNBROKERS AND SECONDHAND DEALERS.**

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

Section 1. Section 4-6A-1 of the City of Dubuque Code of Ordinances is hereby amended by adding there for the following new definition:

**4-6A-1: DEFINITIONS:**

. . . .

CLAIMANT: Any Person who claims that the person's property was misappropriated.

. . . .

Section 2. Section 4-6A-13 of the City of Dubuque Code of Ordinances is hereby amended to remove subsection B.

**4-6A-13: INSPECTION:**

The licensee must, during business hours, permit a duly authorized police officer to inspect the entire premises covered by the license, including all records that may have any relationship to the operation of the business.

Section 3. City of Dubuque Code of Ordinances Section 4-6A is amended by adding thereto the following new Section 4-6A-14:

**4-6A-14: MISAPPROPRIATED PROPERTY:**

If allegedly misappropriated property remains in the possession of a pawnbroker, the claimant and pawnbroker shall proceed under Iowa Code Section 714.28, including the notice and small-claims procedures set forth therein.

Section 4. Effective Date. This ordinance shall take effect upon publication.

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

_____

Brad Cavanagh, Mayor

Attest:

_____

Adrienne Breitfelder, City Clerk

## EFFECT OF AMENDMENT

4-6A-1: Definitions:

. . . .

CLAIMANT: Any person who claims that the person's property was misappropriated.

. . . .

**4-6A-13: INSPECTION:**

~~A.~~ The licensee must, during business hours, permit a duly authorized police officer to inspect the entire premises covered by the license, including all records that may have any relationship to the operation of the business.

~~B. The police may seize, with proper seizure notice, or require the licensee to hold property which the police have probable cause to believe is stolen property. A receipt will be given to the licensee for all property seized. If the police have not seized or picked up the property within thirty (30) days from the date of notification to the licensee, said licensee may dispose of the property. Said licensee may petition the court at the conclusion of any criminal investigation and/or proceeding for return of any unclaimed merchandise confiscated from their possession related to the investigation or prosecution. Said licensee may also be eligible for assistance from the state of Iowa crime victim compensation fund.~~

**4-6A-14: MISAPPROPRIATED PROPERTY:**

If allegedly misappropriated property remains in the possession of a pawnbroker, the claimant and pawnbroker shall proceed under Iowa Code Section 714.28, including the notice and small-claims procedures set forth therein.

Copyrighted
September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 5.**

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| | |
|---|---|
| **ITEM TITLE:** | Certified Local Government Grant Application |
| **SUMMARY:** | City Manager recommending City Council approval to submit the proposal for a Certified Local Government (CLG) grant from the State Historic Preservation Office under the Iowa Economic Development Authority and authorize the Mayor to sign the proposal on behalf of the City of Dubuque.<br>**RESOLUTION** Authorizing The City Of Dubuque To Apply For A Certified Local Government (CLG) Grant To The State Historic Preservation Office (SHPO) Under The Iowa Economic Development Authority (IEDA), And Granting Permission As Property Owner To Apply For The CLG Grant |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Certified Local Government Grant (IEDA)
2. Staff Memo - CLG Grant - Eagle Point Park
3. CLG Grant Application
4. HSR Report & National Register Nomination
5. Resolution

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Certified Local Government Grant (IEDA)
Eagle Point Park National Register Historic District Amendment

**DATE:** September 3, 2026

Planning Services Director Wally Wernimont is recommending City Council approval to submit the proposal for a Certified Local Government (CLG) grant from the State Historic Preservation Office under the Iowa Economic Development Authority and authorize the Mayor to sign the proposal on behalf of the City of Dubuque.

The CLG grant request is for a $15,000 grant requires a cash or in-kind match of at least 40%. The cash match identified will come from Parks and Recreation budget code 102-30-0000-76-750-3070-00-02-67990. The grant budget follows:

| Grant Line Item | Grant Request | Cash Match | In-kind Match | Total |
|---|---|---|---|---|
| Consultant fee | $ 15,000 | $ 3,000 | $ - | $ 18,000 |
| Travel and related costs | | $ 2,000 | | $ 2,000 |
| City Park Manager | | | $ 1,500 | $ 1,500 |
| City Planning Staff | | | $ 3,600 | $ 3,600 |
| City Planning Intern | | | $ 920 | $ 920 |
| Outreach and engagement | | $ 500 | $ 500 | $ 1,000 |
| | $ 15,000 | $ 5,500 | $ 6,520 | $ 27,020 |
| Grant requires 40% match | 56% | 20% | 24% | 100% |
| Proposed City match total= 48% | | | | |

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
Matt Kalcevich, Parks and Recreation Director
Steve Fehsal, Parks Division Manager
Chris Happ Olson, Assistant Planner

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:** Wally Wernimont, Planning Services Director

**SUBJECT:** Certified Local Government Grant (IEDA)
Eagle Point Park National Register Historic District amendment

**DATE:** September 3, 2026

## INTRODUCTION

The following memo is to request approval to submit a grant application for a Certified Local Government (CLG) grant from the State Historic Preservation Office [SHPO] under the Iowa Economic Development Authority [IEDA].

## BACKGROUND

Following the work to develop a Historic Structures Report (HSR), partially funded through the Jeffris Family Foundation, and a subsequent recent grant announcement for a Jeffris Family Foundation Community Challenge Grant, we now seek a CLG grant from the SHPO under the IEDA. This latter grant allows us to hire a consultant to develop a substantive amendment to the 2017 Eagle Point Park National Register Historic District nomination.

Funding is needed at this time to support an amendment which raises the nomination justification from local to state significance, based on the SHPO's preliminary finding in 2023. The work of the HSR revealed what we suspected, that Eagle Point Park has importance nationally. Having national significance can open doors for different funding opportunities, such as the Save America's Treasures grant program, which can provide up to $750,000 for bricks and mortar restoration projects. This nomination amendment will demonstrate the statewide significance for Eagle Point Park and investigate and make a argument for its national significance.

In addition to the National Register listing, which is largely honorary and not protective, Eagle Point Park is a Dubuque Landmark Site. Landmark Sites under our ordinance protect not only the buildings, but the environs around them, which is critical for protection and demonstrating to potential funders that the City is dedicated to protecting this important resource.

**BUDGET IMPACT**
The CLG grant request is for a $15,000 grant requires a cash or in-kind match of at least 40%. The cash match identified will come from Parks and Recreation budget code 102-30-0000-76-750-3070-00-02-67990. The grant budget follows:

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| City Park Manager | | | $ 1,500 | $ 1,500 |
| City Planning Staff | | | $ 3,600 | $ 3,600 |
| City Planning Intern | | | $ 920 | $ 920 |
| Outreach and engagement | | $ 500 | $ 500 | $ 1,000 |
| | $ 15,000 | $ 5,500 | $ 6,520 | $ 27,020 |
| Grant requires 40% match | 56% | 20% | 24% | 100% |
| Proposed City match total= 48% | | | | |

**TIMELINE**
Planning Services submitted a draft application on August 31 for SHPO staff review. The completed application is due September 21.

**REQUESTED ACTION**
We respectfully request City Council approval to submit the proposal for the Certified Local Government grant program and authorize the Mayor to sign the proposal on behalf of the City of Dubuque.

cc: Matt Kalcevich, Parks and Recreation Director
Steve Fehsal, Parks Division Manager
Chris Happ Olson, Assistant Planner

# NOT SUBMITTED

Reviewers cannot see your material until you submit your application. Once you have finished the last step, you will receive a confirmation message and ID number.

## Iowa Economic Development Authority

## SHPO 2026 CLG Grant

Christine Happ Olson
50 W 13th St
Dubuque, IA 52001, United States
563-589-4210
colson@cityofdubuque.org

**Forms** Edit

## SHPO CLG Grant Applicant Information

* indicates a required field

**1. Name of project**

This is the name of your project (e.g. Smith Neighborhood Intensive Survey, Planning Project for the Smith Opera House, Smithville Bank National Register Nomination, etc.)

Eagle Point Park National Register Historic District nomination amendment, Dubuque IA

**2. Applicant Name**

Enter the name of the CLG submitting the proposal. Please note that only Certified Local Governments in good standing are eligible for this grant opportunity.

City of Dubuque

**3. Applicant type**

city government

**4. Is your CLG in Good Standing?**

E.g., is your CLG current with required annual reports and has last year's report been approved by the State Historic Preservation Office? Only CLGs in Good Standing are eligible for this grant program. If you have questions about your CLG's status, please contact historic.preservation@iowaeda.com.

Yes

**5. Unique Entity ID**

This a 12 character alphanumeric ID assigned to an entity by SAM.gov.

TLJMHPVMMUD3

**6. Applicant Address**

Please use the address associated with your government.

50 W. 13th Street

**7. Applicant City**

Please use the address associated with your government

Dubuque

**8. Applicant County**

Dubuque

**9. Applicant State**

Iowa

**10. Applicant Zip Code**

52001

**11. First name of the person who prepared the grant application.**

Chris

**12. Last name of the person who prepared the grant application**

Happ Olson

**13. Email address of the person who prepared the grant application.**

colson@cityofdubuque.org

**14. Phone number of the person who prepared the grant application.**

563-587-4387

**15. Title of your chief elected official**

If your historic preservation commission is a city CLG, select Mayor. If your historic preservation commission is a county CLG, select Chair of the Board of Supervisors. If your historic preservation commission is a LUD please select other and enter the title of your elected official.

Mayor

**16. First name of your chief elected official**

If your historic preservation commission is a city CLG, this is your mayor's name. If your historic preservation commission is a county CLG, this is the name of the chair of the Board of Supervisors.

Brad

**17. Last name of your chief elected official**

If your historic preservation commission is a city CLG, this is your mayor's name. If your historic preservation commission is a county CLG, this is the name of the chair of the Board of Supervisors.

Cavanagh

**18. Chief elected official's email address**

bcavanagh@cityofdubuque.org

**19. Chief elected official's phone number**

563-690-6502

**20. First name of the CLG staff person.**

If your historic preservation commission is a city CLG, this is the city staff person for the commission (typically the city administrator or clerk). If your historic preservation commission is a county CLG, this is the county staff person for the commission (typically the county auditor).

Chris

**21. Last name of the CLG staff person**

If your historic preservation commission is a city CLG, this is the city staff person for the commission. If your historic preservation commission is a county CLG, this is the county staff person for the commission.

Happ Olson

**22. CLG staff person's email**

colson@cityofdubuque.org

**23. CLG staff person's phone number**

563-589-4387

**24. First name of local project manager**

This is the local person who will manage your project if it is funded.

Chris

**25. Last name of local project manager**

This is the local person who will manage your project if it is funded.

Happ Olson

**26. Local project manager's email address**

colson@cityofdubuque.org

**27. Local project manager's phone number**

563-589-4387

**28. Iowa Congressional District**

Select the numeric Iowa Congressional District of the applicant. To find the Iowa Congressional District, visit the United States House of Representatives (www.house.gov). Use the Find Your Representative form on the right side of the page to input your zip code information for an exact match.

2

**29. Iowa Senate District**

Select the numeric Iowa Senate District of the applicant. To find the Iowa Senate District, visit Find Your Legislator (https://www.legis.iowa.gov/legislators/find). Use the full address form on the right side of the page to input your address information for an exact match.

36

**30. Iowa House District**

Select the numeric Iowa House District of the applicant. To find the Iowa House District, visit Find Your Legislator (https://www.legis.iowa.gov/legislators/find). Use the full address form on the right side of the page to input your address information for an exact match.

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# SHPO CLG Project Information and Scope of Work

* indicates a required field

### 1. Summary of the project

Please provide a brief description of your project. This will be used for press releases and reporting to the National Park Service.

The City of Dubuque will hire a consultant to make a substantive amendment to the 2017 Eagle Point Park National Register Historic District listing, elevating it from local to state significance. The city park is an exceptionally intact Prairie School landscape shaped during the Works Progress Administration. Its significance centers on Alfred Caldwell, whose career launched in Dubuque as he was hired as Park Superintendent. The park includes his first buildings integrated into a natural midwestern-aesthetic landscape in the bluffs high above the Mississippi River. He created a built environment that exemplifies the movement's core principles. As the largest and most intact example of Caldwell's work, professional evaluation is essential to unveil and develop the park's story within a national context. This update will strengthen the City's current fundraising campaign for Caldwell's structures, making the park's restoration project eligible for national funding programs.

### 2. Type of Project

NR Nomination amendment

### 3. Historic Resource

Specifically identify the historical resource and state its significance. Do not assume that the grant reviewers are familiar with the resource and its significance.

Eagle Point Park is an exceptional and late example of the Prairie School of Architecture designed and executed by the master landscape architect Alfred Caldwell. It is associated with the City Beautiful Movement and was made possible under the Works Progress Administration.

The park was deemed eligible for the National Register in 1973 and we recognize different thematic time periods of significance important to the development of the park, including its early phase dating starting in 1908 with the City Beautiful movement, the Caldwell years, starting in 1934 and continuing under superintendent Wendelin Rettenberger, and the City's continued park

development from 1954-1966. The NRHD nomination recognizes 1908-1966 as the official period of significance. It is recognized as significant under National Register of Historic Places criteria A & C: Community Planning and Development, Landscape Architecture, Social History, Architecture and Entertainment/ Recreation.

The following excerpt is a physical description from Section 7 of the National Register nomination for Eagle Point Park Historic District, written largely by Dr. Julie Schlarman:

[START OF EXCERPT]
Eagle Point Park is a large urban park located on a wooded limestone bluff along the Mississippi River just above Lock and Dam #11 in Dubuque, Iowa. … The park lies within an area of the City colloquially known as 'The Point.' The park is owned and maintained by the City of Dubuque and is open to the public from May through October. This large urban park was conceived in the City Beautiful style in 1909 by Charles Mulford Robinson and Charles Nassau Lowrie with panoramic views of the city, the river and the eastern bluffs of Wisconsin and Illinois, tree-lined drives and a variety of amenities to appeal to all ages. Nearly all the original plan of the park is intact and contains one hundred and sixty-four acres which is bounded by the Canadian Pacific Railroad tracks to the east and north, Lincoln Avenue to the south, and Shiras Avenue to the west. Eagle Point went through some major changes in the 1930s to extend its usage to the winter months with the addition of park shelters with fireplaces. These structures and features were designed in the Prairie School style by Alfred Caldwell and his apprentice, Wendelin Rettenberger. The parks features take advantage of local material such as logs, wood shingles and native limestone. Although the park needs repairs and grooming, a high degree of historic integrity is evident today.
Eagle Point Park contains 14 buildings, 6 sites, 5 structures, and 5 objects which contribute the significance of the park. [editor's note: the non-contributing water tower was removed in 2025] Located atop a steep bluff overlooking the Mississippi River, the park's rugged and complex topography adds to the highly scenic character of the park. Eagle Point Park is an area of natural quality for outdoor recreation, with walking, viewing, sitting, picnicking, and restroom facilities. Eagle Point Park is the largest urban park located in Dubuque, Iowa and takes advantage of the natural beauty of its setting. The heavily wooded bluff is spotted with park pavilions, gardens and spectacular views. The meandering roads guide visitors through northern areas of the park which is thick with communal areas for picnicking and athletic activities and through the secluded, intimate and natural qualities of the southern reaches of the park.
[END OF EXCERPT]

Other recognized works by Caldwell were done when he had more footing in his career. A number have been largely damaged or partially lost, or are smaller in scale and scope. The Lily Pool in Lincoln Park is a National Historic Landmark, but doesn't have the feeling and complexity of the installation at Dubuque, and was done after he had built his first buildings and had his first large scale installation. Eagle Point Park in the context of the remaining work by Alfred Caldwell stands out as a bold example of a young master, intact, with the context of the Mississippi and the surrounding buffering land.

Understanding the historic significance is important to us, stewarding a city park. For instance, in 2023 we were able to obtain a SHPO opinion of eligibility for statewide significance for this site. We were able to obtain a grant to support a Historic Structures Report because the funder, Jeffris Family Foundation, only grants to projects in the Midwest with state or national significance. Last month we were awarded a $750,000 Challenge Grant, only possible after completing that HSR. We believe a more robust research and analysis of the park's significance will continue to help us with eligibility for specialized funding programs.

Julia Bachrach, author of the National Historic Landmark nomination for Alfred Caldwell's Lily Pool in Chicago and the National Register nomination for his Chicago Promontory Point notes that his farm and Eagle Point Park are two other sites that should be studied for their national significance. Her work following both of these nominations brought her to Dubuque to help develop the Historic Structures Report for Eagle Point Park. She was overwhelmed with the context, integrity and importance of it being designed at such an important part of his career, before he was established and went on to develop the other three sites mentioned above.

**4. Scope of Work**

Describe your project in detail. Include all activities that will be completed for this project.

The City of Dubuque seeks a qualified historic preservation consultant to prepare a substantive amendment to the existing 2017 National Register of Historic Places nomination for Eagle Point Park, located in Dubuque, Iowa. The amendment will update, clarify, and expand the nomination to reflect significant new information, site changes, and an updated evaluation of historic significance.

Required Components of the Amendment:
A. Expanded Statement of Significance
1. National Register Criteria

• Criterion A (Events): Expand the discussion of Eagle Point Park's significance in relation to the Works Progress Administration and the City Beautiful Movement.
• Criterion C (Design/Construction/work of a master): Present a detailed analysis of Eagle Point Park as an exemplary and unusually intact landscape designed by Alfred Caldwell.
2. Contextual Importance in Caldwell's Career
• Explain the importance of Caldwell's tenure as Dubuque's park superintendent.
• Describe Eagle Point Park as earlier, larger, and more intact than some of Caldwell's later nationally recognized works, documenting that national context.
• Demonstrate how Caldwell's work in Dubuque served as a launching pad for his later nationally influential projects.
• Demonstrate the context within the WPA and the City-Beautiful movement.
3. Integrity Analysis
• Provide justification demonstrating how Eagle Point Park continues to embody all seven National Register integrity aspects: location, setting, design, materials, workmanship, feeling, and association.

B. Documentation of Site Changes (2017–Present)
1. Include the 2019 acquisition of 11.6 acres of largely undeveloped buffer land and note why it is not included within the National Register boundary.
2. Acknowledge findings from the completed archaeological investigations relevant to the historic district.
3. Document site modifications resulting from the ecological restoration project, including softscape and hardscape improvements.
4. Document the removal of the previously non-contributing water tower.

C. Update to Contributing / Non-Contributing Resources
1. Revise and provide an updated inventory of contributing and non-contributing resources.
2. Provide justification for each resource's classification in accordance with National Park Service guidelines.

The above scope covers the Consultant's work developing the nomination. Other parts of the project, outlined in work products, include the coordination with grant contracting, RFP, consultant contracting, research, assistance, on-site work, revisions and review of nominations, and coordination with all relevant review entities including HPC, City Council, SHPO and SNRC. Grant reporting is the responsibility of the City.

**5. Coordination**

Describe the division of labor, project responsibilities of consultant, local project director, staff, and volunteers. Please see the grant manual for suggestions.

The Consultant is responsible for the research, writing and direction of the project, as well as shepherding through the review and revisions process at the State. The City of Dubuque will assist the Consultant with relevant outreach, engagement and technical services like mapping and research, making previous reports and files accessible. The Planning Services and Parks Department staff have access and knowledge of resources available. Our GIS division can assist with mapping. Our planning intern can be made available for special projects. We anticipate use of City facilities for outreach and education, as well as associated hard costs with printing, mailing and supplies. City planner Chris Happ Olson will be the primary contact for the Consultant, and project coordinator, coordinating research and other assistance. Parks Division Manager Steve Fehsal will serve as a resource for information about Eagle Point Park, access to the park and the City's related archives. The Communications Department will provide assistance with outreach and education, while the Community Outreach Coordinator will help with engagement.

The Consultant will be responsible for communicating with the SHPO through eSHPO regarding submitting products and revisions. The City will be responsible for progress updates and reporting, using eSHPO or other reporting as needed.

**6. Work Products**

List the products required for your type of project. For example, research design, draft report, final report, draft National Register nomination, final National Register nomination, etc. Please see the CLG Grant Manual for required products for grant projects. If your community wants additional items beyond those in the grant manual please include those items in this field.

Our City has a multi-department team to ensure we are following the law, best practices and being effective with our time. The team advises the project coordinator during the entire project, from grant planning to RFP to contracting and reporting. That team includes Parks and Recreation Director, Parks Division Manager, Communications Specialist, Finance (Risk, Insurance, RFP, contracting), Assistant City Attorney, and Planning Services Manager. The City Council reviews and approves all products, including the grant application, RFP, contracts, work products and reporting.

RFP – Due to our proximity, we intend using private (non-profits, like Preservation Iowa) and public resource lists (City’s, States’) to identify

consultants in IA, WI, IL and MN for sending the RFP out. The City uses the online IonWave platform for bidding which provides an easy to use and understand interface for responders. It has thousands of vendors built in, with a robust product list to find specialized consultants, widening our reach beyond the lists mentioned above.

Contracts – Our team will help ensure and review the contract to ensure we meet City and State code and the requirements of the grant.

National Register nomination amendment – A qualified historic resource consultant is required for the position, with relevant experience in working with National Register nominations, SHPOs and SNRC. The consultant is responsible for the content and shepherding the nomination through review processes. The City will assist with photographs (documentation and project action) and other research/ archive access as needed. The City is responsible for review and assistance. The timeline estimates how long review may take, but we understand that is not something that can be easily predicted.

Grant Reports – The City will complete all quarterly and final grant reports as required.

**7. Schedule**

List proposed deadlines for completing different parts of the project, such hiring the consultant, organizing and training volunteers, conducting meetings, research design (if required), preparing materials, submitting draft and final products.

PROJECT TASK TIMELINE
Award Anticipated - Fall 2026
State grant contract follows
RFP Development & Posting - Jan 2027
RFP Review & Choice - Feb 2027
Contract Award, development, & Approval - Mar 2027
NRHD amendment writing & research – through August 2027
HPC, Public, City, and SHPO reviews and revisions – through Nov 2027
Submission to SNRC – Winter 2027
Project Wrap-up – Spring 2028
Grant Reporting – Summer 2028

CIty Council approval of grant application, grant contract, RFP, Consultant contract, nomination products, and reporting. HPC review of nomination at times during project.

**8. Connection with local and state preservation plans.**

Explain how the proposed project will help fulfill the goals and objectives of your local preservation plan and the state preservation plan. Please note the specific items connecting this project to Iowa's Statewide Historic Preservation Plan.

Dubuque's Historic Preservation Commission adopts a workplan each calendar year. On the 2026 adopted workplan, approved by the HPC in January 2026 and the City Council in February 2026, is the Eagle Point Park – Caldwell designed structures capital plan for priorities identified in HSR of 2025. As part of that high priority in our plan, we made a successful request to the Jeffris Family Foundation. On August 21, a $750,000 challenge grant (requires $1.5 million match) for the restoration project was awarded. Upgrading the significance is important as we take on this campaign, especially to demonstrate to Dubuquers, who grew up visiting Eagle Point Park as a neighborhood park. Further researching and demonstrating it's significance in the State of Iowa as well as it's role nationally helps us demonstrate the importance of preserving this site and attracting funding. Additionally, different specialty funding sources, such as the Jeffris Foundation, evaluate eligibility based on whether they are state or nationally significance, due to limited resources and the need to prioritize the most important projects. Further evaluation to ensure we have state significance, and better understand it's place nationally.

On August 28, the Dubuque City Council announced its 2026-2028 Goals and Priorities. Under the Diverse Arts, Culture, Parks, and Recreation Experience and Activities goal, the City identified following the High Priority: Parks and Recreation Master Plan Implementation Projects - Eagle Point Park - Continued Upgrades and Implementation of Increased Staffing. This project helps to meet these local goals and priorities.

Dubuquers value Eagle Point Park, but the reality is that laypeople, especially locals, don’t always understand the importance of resources they have taken for granted. This work furthers our commitment to protecting and restoring this site over the years, with ecological restoration, archaeology studies and a Historic Structures Report for the Caldwell buildings. The City is currently separately working on a Master Plan for Eagle Point Park, an investment of $165,000 that will identify the park’s long-term needs and strategies for maintaining and improving the park. Other improvements include removal of invasives and overgrowth in the bluff area and repair and restoration to numerous buildings throughout the park. Over the last year, City Council has increased staffing for continued maintenance and upkeep.

From a statewide perspective, the Iowa State Historic Preservation Plan 2023-

2032 identifies two goals where support of this project will help to support those goals. First, Goal 3 – Improve Access to State and Federal Preservation Resources, addressing barriers to incentive access. The state's support of this project will allow the City of Dubuque be able to better understand and have recognized Eagle Point Park's historical significance to the State of Iowa and context nationally. By upgrading the significance level to state significance, the support of this project helps to make the site eligible for previously ineligible incentives. Second, Goal 8 – Enhance Local Preservation Planning, enhance existing CLG Capacity and Impact. The State's support of this project through the CLG grant helps us garner further support for a important resource unlike any state-wide, Eagle Point Park. It improves our capacity to garner funding and take on a campaign for a public property. This campaign is different than any project taken on before for a City of Dubuque resource, challenging us to grow to engage our community in joining us in preserving Dubuque and Iowa's historic resources.

**9. Anticipated Benefits**

• Explain how the proposed grant funded actions will assist the historical resource(s)

• Describe how the proposed grant funded actions will have an impact on the local community (neighborhood, town, region) or however you define "community."

Professional evaluation will ensure that the district's historic contexts, architectural features, and landscape integrity are thoroughly researched, clearly articulated, and aligned with National Register criteria. Support for this consultant will allow the City to elevate and appropriately recognize one of the state's and nation's important Prairie School landscapes. This project comes at a time when the City is embarking on a fundraising campaign for Caldwell's structures and recognition will help the project become eligible for specialty funding programs. It is paired with the first time development of a grass-roots Friends of Dubuque Parks organization, which intends to be engaged throughout the project, which we see as important for building volunteers, conducting outreach and engagement, and continuing momentum as we move to the campaign phase.

Eagle Point Park is a beloved Dubuque resource, but the reach is much farther. Our only regional park, the site is important in Dubuque, Iowa, the Midwest and for its intactness and as the product of Caldwell. This features throughout the park, nestled in the bluffs high over the Mississippi, will be further protected for posterity.

# SHPO CLG Past Grant Contract Performance

* indicates a required field

*Please answer the question below about your CLGs previous grant experience.*

**1. Previous CLG grant experience**

Please answer the question below about your CLGs previous grant experience

Our community has received a CLG grant and successfully completed our grant funded project in the past.|Our community has received multiple CLG grants with varied outcomes.

**2.**

**Specifically address the successes or challenges with previous CLG grant projects.**

• If a past grant project was cancelled, please address the specific circumstances of that cancellation.

• If all previous Certified Local Government grants have been successfully completed, please state this and discuss the factors that have contributed to your success including your success in managing the grant, timely completion of monthly reports and communication with the state project manager.

• If you encountered problems or did not meet deadlines, explain how this will be addressed with this project if awarded a grant.

• If you have never received a Certified Local Government grant, assess your commission's performance since being certified, using specific instances and accomplishments to make your points. Describe how undertaking this project will strengthen and enhance commission performance.

Since 2007, the following projects were granted and completed:

Phase I Archaeological Survey of the Four Mounds Estate - $8,200
Downtown Design Guidelines - $16,177
NR Nomination for Old Town Neighborhood - $4,500
Phase I Archaeology Survey for Eagle Point Park - $15,000
Four Mounds Protection Plan - $7,710
Preserve Iowa Summit 2020 - $12,000
Voelker Highlands Neighborhood Historical/Architectural Survey - $7,000
Deereville Neighborhood Historical/Architectural Survey - $10,000

Total $80,587

All previous Certified Local Government grants awarded to the City of Dubuque have been successfully completed, due to:
1) the professional skills of the consultants retained for CLG-funded projects;
2) the professional skills of the Planning Services staff charged with managing the grants;
3) timely completion of projects through coordination of consultants and Planning Services staff as well as support from the Historic Preservation Commission and City Council;
4) timely completion of reports through coordination of consultants and Planning Services staff, and
5) communication with the SHPO's CLG Coordinator.

## SHPO CLG Budget

* indicates a required field

*CLG grants require applicants to contribute at least 40% of the total project costs.*

*In the budget form below, please provide sufficient detail to demonstrate the project can be completed for the amount requested.*
*More information can be found in the grant application guidelines.*

**1. Budget Form**

Use the table to itemize the expenses of the project. Demonstrating the cost of the project between the grant request, cash and in-kind match expenses by eligible category, including a brief description and the numeric dollar amount associated with each expense in the budget form below. Please refer to the CLG grant application guidelines for allowable amounts for hourly rates, mileage, hotel, per diem, etc.

| Expense Detail | Grant Request ($) | Cash Match ($) | In-Kind Match ($) | Total ($) |
|---|---|---|---|---|
| Consultant fee | 15,000 | 3,000 | 0 | 18,000 |
| Consultant travel, related costs | 0 | 2,000 | 0 | 2,000 |

| | | | | |
|---|---|---|---|---|
| City Park Manager (25 hours) | 0 | 0 | 1,500 | 1,500 |
| City Assistant Planner, 80 hours | 0 | 0 | 3,600 | 3,600 |
| City Planning Intern, 40 hours | 0 | 0 | 920 | 920 |
| Outreach & Engagement (supplies, rental, mailings) | 0 | 500 | 500 | 1,000 |
| TOTALS | 15,000 | 5,500 | 6,520 | 27,020 |

**2. Total Grant Request**

Enter the total numeric dollar amount of grant funding requested. Round to the nearest dollar. Do not include dollar signs, commas, or decimals.

15000

**3. Total Cash Match Contribution**

Enter the total numeric dollar amount of cash your CLG will contributing to the project. Round to the nearest dollar. Do not include dollar signs, commas, or decimals.

5500

**4. Total In-kind (Contribution) Match**

Enter the total numeric dollar value for the in-kind contribution (match) the CLG will be providing for this project. Round to the nearest dollar. Do not include dollar signs, commas, or decimals.

6520

**5. Total Project Budget**

Enter total numeric dollar amount required to complete this project. Round to the nearest dollar. Do not include dollar signs, commas, or decimals.

27020

## ATTACHMENTS Edit

**Signed letter from chief elected official.**

For city CLGs, the letter must be signed by the mayor. For county CLGs, the letter must be signed by the chair of the Board of Supervisors.



RESOLUTION - CLG grant application for amending EPP National Register nomination.docx

**National Register nomination premission/support.**

If you propose to nominate an individual property to the National Register, please provide a letter from the owner stating that they give permission for the nomination.

If you propose to nominate a historic district, please provide documentation (e.g., public notice and meeting minutes) that you have held a public meeting and that there is local support and support among the property owners for the nomination.



RESOLUTION - CLG grant application for amending EPP National Register nomination.docx

## MEDIA Edit



Media for Eagle Point Park



Access to National Register nomination and Historic Structures Report.

Printed September 3, 2026 02:52 CST/CDT. Copyright © 2012 SlideRoom

Media for Eagle Point Park:

Historic Structures Report, Wiss Janney Elstner and Julia Bachrach, 2025

https://www.cityofdubuque.org/573/Eagle-Point-Park#docaccess-9df493916a2488d9d6438c66f300691f9c4d59d156a3d50eb51e9f0f99404da0

National Register Historic District Nomination, Dr. Julie Schlarman, 2017

https://www.cityofdubuque.org/2762/Eagle-Point-Park#docaccess-c6071bdc5f009222c907717da9071943770619457d295fa7c488bfc011524b91

Also available privately:

The Park, Hog Press, Dr. Julie Schlarmann, 2021

https://hogpress.com/schlarman-the-park/

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

**RESOLUTION NO. - 26**

**A RESOLUTION AUTHORIZING THE CITY OF DUBUQUE TO APPLY FOR A CERTIFIED LOCAL GOVERNMENT (CLG) GRANT TO THE STATE HISTORIC PRESERVATION OFFICE (SHPO) UNDER THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA), AND GRANTING PERMISSION AS PROPERTY OWNER TO APPLY FOR THE CLG GRANT**

Whereas, the City of Dubuque is a Certified Local Government (CLG) in good standing and is eligible to apply for grant funding through the State Historic Preservation Office (SHPO) and the Iowa Economic Development Authority (IEDA); and

Whereas, the City of Dubuque is the owner of Eagle Point Park, a historic property listed on the National Register of Historic Places, and seeks to amend its nomination to elevate its significance from the local level to state level; and

Whereas, the City Council has reviewed the proposed project scope, budget, and grant application materials, and finds that the application aligns with the City's adopted goals and priorities for historic preservation, park improvements, and community engagement; and

Whereas, the City of Dubuque, as property owner, grants permission to apply for the CLG grant for the purpose of amending the National Register nomination for Eagle Point Park and supporting related preservation activities.

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

Section 1. That the City of Dubuque is hereby authorized to apply for a Certified Local Government grant to the State Historic Preservation Office (SHPO) and the Iowa Economic Development Authority (IEDA) for the Eagle Point Park National Register Historic District nomination amendment project.

Section 2. That the City of Dubuque, as property owner of Eagle Point Park, grants permission for the application and for the proposed amendment to the National Register nomination.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute all necessary documents and endorsements required for the grant application, including any letters of support or property owner permissions.

Section 4. That the City Council acknowledges and supports the project scope and anticipated benefits as outlined in the grant application, and directs City staff to coordinate with SHPO, IEDA, and all relevant entities for the successful completion of the project.

Section 5**.** That this resolution shall be effective upon its passage and approval.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 6.**

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| | |
|---|---|
| **ITEM TITLE:** | Work Session Request – Inaugural Strategic Budgeting Leadership Academy Recap |
| **SUMMARY:** | City Manager recommending the City Council schedule a work session on October 5, 2026, at 5:30 p.m. for a presentation on the inaugural Strategic Budgeting Leadership Academy conducted with City departments as part of the FY2028 budget process. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Council |

**ATTACHMENTS:**

1. Work Session Request Inaugural Strategic Budgeting Leadership Academy_ MVM Memo_2026_09_02
2. Work Session Request Inaugural Strategic Budgeting Leadership Academy_ Staff Memo_2026_09_02

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Request to Schedule Work Session – Inaugural Strategic Budgeting Leadership Academy Recap

**DATE:** September 2, 2026

Chief Financial Officer Jennifer Larson is recommending the City Council schedule a work session on Monday, October 5, 2026, at 5:30 p.m. The session will feature a presentation on the inaugural Strategic Budgeting Leadership Academy conducted with City departments as part of the FY2028 budget process.

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

Michael C. Van Milligen

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

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Request to Schedule Work Session – Inaugural Strategic Budgeting Leadership Academy Recap

**DATE:** September 2, 2026

The purpose of this memo is to request a City Council work session on Monday, October 5, 2026, at 5:30 p.m. The session will feature a presentation on the inaugural Strategic Budgeting Leadership Academy conducted with City departments as part of the FY2028 budget process. The Academy was designed to strengthen how departments identify and evaluate services, consider resource needs and tradeoffs, measure results, collaborate across departments, and connect budget recommendations to City Council Goals and Priorities. During the work session, staff will review the Academy's purpose and structure, work completed by departments, initial successes and lessons learned, and how the Academy's principles will be carried forward into the FY2028 budget process and ongoing departmental decision-making.

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 7.**

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| | |
|---|---|
| **ITEM TITLE:** | Work Session Request - Four Mounds Update |
| **SUMMARY:** | City Manager recommending City Council schedule a work session for October 5, 2026, at 6:00 p.m. for an update on Four Mounds. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Council |

**ATTACHMENTS:**

1. MVM Memo Work Session Request – Four Mounds Update
2. Staff Memo Request for Work Session Four Mounds Update

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:** Work Session Request – Four Mounds Update

**DATE:** September 1, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council schedule a work session for October 5, 2026, at 6:00 p.m. The team from Four Mounds will provide an update and overview about the work that is currently happening on the property and provide information about the growth and development of the programs that directly support the functions of the park.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

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

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Matthew K. Kalcevich, Parks and Recreation Director

**SUBJECT:** Work Session Request – Four Mounds Update

**DATE:** August 27, 2026

## INTRODUCTION

The purpose of this memorandum is to request a City Council work session to provide information about the operations and projects happening at Four Mounds.

## BACKGROUND

The Parks and Recreation Department has the responsibility of maintaining the agreement at Four Mounds.

## DISCUSSION

The team at Four Mounds is seeking the opportunity to update the City Council about the work that is currently happening on the property and provide information about the growth and development of the programs that directly support the functions of the park.

## ACTION REQUESTED

I respectfully request a City Council work session to provide an update and overview about the operations and projects happening at Four Mounds on Monday, October 5, at 6:00 p.m.

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 8.**

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| | |
|---|---|
| **ITEM TITLE:** | 2026 Asphalt Overlay Program Video |
| **SUMMARY:** | Communications Office staff will show a video they produced on the Public Works Department's 2026 Asphalt Overlay Program to improve 10 miles of Dubuque streets this year. The video can also be viewed on the City's YouTube channel at https://youtu.be/PHSO_8KniBQ?si=WDX7kyK6gzriJvau |
| **SUGGUESTED DISPOSITION:** | Receive and File; Video |

**ATTACHMENTS:**
None

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 9.**

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| | |
|---|---|
| **ITEM TITLE:** | Levi St. & Sullivan St. Storm Sewer Extension Project Video |
| **SUMMARY:** | Communications Office staff will show a video they produced on the Engineering Department's Levi St. and Sullivan St. Storm Sewer Extension project. The video can also be viewed on the City's YouTube channel at https://youtu.be/t7zxZvUW-gk?si=q9TcvBydeWx2bJBS |
| **SUGGUESTED DISPOSITION:** | Receive and File; Video |

**ATTACHMENTS:**
None

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September 8, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 10.**

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| | |
|---|---|
| **ITEM TITLE:** | Delivering Dubuque: Public Engagement Video |
| **SUMMARY:** | City staff will show the latest episode of the "Delivering Dubuque" video series, where Mayor Brad Cavanagh explores the many opportunities residents have to participate, ask questions, share ideas, and help inform decisions. The video can also be viewed on the City's YouTube channel at https://youtu.be/P8b5ahqE_IA |
| **SUGGUESTED DISPOSITION:** | Receive and File; Video |

**ATTACHMENTS:**
None

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September 8, 2026

**City of Dubuque**
**City Council**

**CLOSED SESSION #**

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**ITEM TITLE:** Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

**SUMMARY:**

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**
None