

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, August 13, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

- I. Moment of Silence
- II. Pledge of Allegiance
- III. Roll Call
- IV. Meeting Protocol and Decorum
- V. Approval of Minutes

Approval of the City Council meeting minutes for July 23, 2025.

- VI. City Administrator Update
- VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for August 6, 2025.

- VIII. Petitions and Communications from Council Members and the Mayor

- IX. Individual Approval of Items on the Discussion Agenda

- 1. First Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street. [Ward 3]
- 2. Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus. [Ward 5]

- X. Approval of All Items on the Consent Agenda

****NOTE:** These are routine items and will be enacted at the City Council Meeting by one roll call vote without separate discussion unless an item is requested to be removed and considered separately.

- 1. Second Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding various streets in Prairie Heights Subdivision. [Ward 8]

2. Resolution authorizing the conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner. [Ward 3]
3. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Made Market QC; Made Indie Market; 200 block of East 2nd Street; 6:00 a.m. - 7:00 p.m. Saturday, August 16, 2025; **Closures:** East 2nd Street from Perry Street to Pershing Avenue; Pershing Avenue from East 2nd Street south to Emerson Place. [Ward 3]

Jimmie O's Saloon; Street Fest; 2734 Telegraph Road; 11:00 a.m. - 10:00 p.m. Saturday, September 6, 2025; **Closure:** South Rolff Street from Telegraph Road south to the alley. [Ward 1]

Knights of Columbus; Blue Mass; 916 East Rusholme Street; 4:00 p.m. - 8:00 p.m. Thursday, September 11, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

Quad City Arts; Riverssance Festival of Fine Art; Lindsay Park | 2205 East 11th Street; 8:00 a.m. Friday, September 19, 2025 - 7:00 p.m. Sunday, September 21, 2025; **Closure:** East 11th Street from Jersey Ridge Road to Hillcrest Avenue. [Ward 5]

4. Resolution accepting work completed under the Fire Station 3 project by Tricon General Construction of Dubuque, Iowa in the amount of \$10,846,046.59, CIP #63012. [Ward 7]
5. Resolution accepting work completed under the FY 2023 Contract Sewer Repair Program by Hometown Mechanical of Davenport, Iowa in the amount of \$264,456.64, CIP #30060 and #33001. [All Wards]
6. Resolution accepting work completed under the Cork Hill Park Splash Pad project by Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$152,339.70, CIP #ARP10. [Ward 3]
7. Resolution accepting the storm sewer associated with the Davenport Taco Bell development project located at 1736 West Kimberly Road. [Ward 2]
8. Resolution awarding a contract for 4th Street Pavement Rehabilitation project to Valley Construction Company of Rock Island, Illinois, in the amount of \$5,664,250.55, subject to Iowa Department of Transportation concurrence, CIP #35055. [Ward 3]
9. Resolution approving the plans, specifications, form of contract, and estimate of cost for the 2025 Sewer Lateral and Nuisance Water Service Repair Program, CIP #30065. [All Wards]
10. Resolution approving a six-month contract extension with USIC Locating Services, LLC for utility locating services for City sanitary sewer, storm sewer, and fiber optics. [All

Wards]

11. Resolution approving three five-year agricultural land lease agreements at the Davenport Municipal Airport with CNC Ag LLC for the term January 1, 2026 through December 31, 2030. [Ward 8]
12. Resolution accepting the 2025-2026 (year three of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$439,000 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]
13. Resolution approving a three-year agreement for Unified Enterprise Support with Microsoft of Redmond, Washington. [All Wards]
14. Resolution establishing the dates and times for the annual Halloween parade and trick-or-treating as Sunday, October 26, 2025, at 2:00 p.m., and Friday, October 31, 2025, from 5:30 p.m. - 7:30 p.m., respectively. [All Wards]
15. Motion approving noise variance requests on the listed dates and times for outdoor events.

Downtown Davenport Partnership; Alternating Currents; Kaiserslautern Square | 119 East 3rd Street; 5:30 p.m. - 10:30 p.m. Friday, August 15, 2025, and 12:30 p.m. - 6:00 p.m. Saturday, August 16, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Made Market QC; Made Indie Market; 200 block of East 2nd Street; 10:00 a.m. - 4:00 p.m. Saturday, August 16, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

J&M Displays; Riverfront Pops Fireworks; LeClaire Park | 400 Beiderbecke Drive; approximately 9:30 p.m. for 20-25 minutes Saturday, August 16, 2025; Fireworks, over 50 dBA. [Ward 3]

Gypsy Highway; Live Music on the Patio; 2606 West Locust Street; 7:00 p.m. - 11:00 p.m. Saturdays through the end of October; 6:00 p.m. - 9:00 p.m. first Wednesday of each month through October; and 12:00 p.m. - 5:00 p.m. Sundays through the end of October; Outdoor music/band, over 50 dBA. [Ward 4]

Jimmie O's Saloon; Street Fest; 2734 Telegraph Road; 6:00 p.m. - 10:00 p.m. Saturday, September 6, 2025; Outdoor music/band, over 50 dBA. [Ward 1]

Quad City Arts; Riverssance Festival of Fine Art; Lindsay Park | 2205 East 11th Street; 10:00 a.m. - 5:00 p.m. Saturday, September 20, 2025 and 10:00 a.m. - 4:00 p.m. Sunday, September 21, 2025; Outdoor music/band, over 50 dBA. [Ward 5]

16. Motion approving beer and liquor license applications.

A. New license, new owner, temporary permit, temporary outdoor area, location

transfer, etc. (as noted):

Ward 1

Midwest Festivals (Midwest Festivals, LLC) - 2200 West River Drive - Temporary Outdoor Event September 27-28 - License Type: Class C Liquor (On-Premises)

Midwest Festivals (Midwest Festivals, LLC) - 2200 West River Drive - Temporary Outdoor Event October 4-5 - License Type: Class C Liquor (On-Premises)

Ward 3

Nub's Bar and Microwave (Nub's Bar and Microwave, LLC) - 2202 West 3rd Street - New License/Owners with Outdoor Area - License Type: Class C Liquor (On-Premises)

Barrel House, LLC (The Barrel House, LLC) - 119 East 3rd Street - Temporary Outdoor Event August 15-16 - License Type: Class C Liquor (On-Premises)

Great River Brewery (AFS GRB BrewCo Davenport, LLC) - 400 Beiderbecke Drive - Temporary Outdoor Event August 15-16 - License Type: Special Class C Beer/Wine (On-Premises)

Jerry's (Jerry's, LLC) - 400 Beiderbecke Drive - Temporary Outdoor Event August 16 - License Type: Class C Liquor (On-Premises)

Stompbox Brewing (Jpx2me, LLC) - 210 East River Drive #101 – Temporary Extended Outdoor Area August 15-16 - License Type: Class C Liquor (On-Premises)

Front Street Brewery (Front Street Brewery, Inc) - 501 Brady Street - Temporary Outdoor Event August 15-16 - License Type: Class C Liquor (On-Premises)

Palmer College Of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 Brady Street - Temporary Extended Outdoor Areas September 18-20 - License Type: Class C Liquor (On-Premises)

Ward 6

Texas Roadhouse (Texas Roadhouse Holdings, LLC) - 4005 East 53rd Street - Premises Update/Expansion - License Type: Class C Liquor (On-Premises)

B. Annual license renewals (with outdoor area as noted):

Ward 3

Mary's On 2nd (Birdland, Inc) - 832 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Express Lane Gas & Food Mart (Express Lane, Inc) - 1139 North Brady Street - License Type: Class B Beer/Wine (Carry-Out)

Moti's Food (QC Diner, LLC) - 1717 West 3rd Street - License Type: Class E Liquor (Carry-Out)

Nally's Kitchen, Inc (Nally's Kitchen, Inc) - 1622 Rockingham Road - License Type: Class C Liquor (On-Premises)

The Office (Local 563 Cocktail Lounge, LLC) - 116 West 3rd Street - License Type: Class C Liquor (On-Premises)

Palmer College Of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 Brady Street - License Type: Class C Liquor (On-Premises)

River Center/Adler Theatre (VenuWorks of Davenport, LLC) - 136 East 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Tiphannie's (Oh So Sweet, LLC) - 210 East 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

The Putnam (Putnam Museum and Science Center) - 1717 West 12th Street - License Type: Class C Liquor (On-Premises)

Ward 5

Express Lane Gas and Food Mart (Express Lane, Inc) - 1909 Harrison Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 6

Holiday Inn & Suites/J-Bar (HOA Hotels, LLC) - 4215 Elmore Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Red Lobster #0133 (Red Lobster Restaurants, LLC) - 3420 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 7

Phil & Larrys Saloon (P & L, Inc) - 4811 Brady Street #2 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ridhi Rose Mart, LLC (Ridhi Rose Mart, LLC) - 3417 Harrison Street - License Type: Class B Beer/Wine (Carry-Out)

Stop-n-Go #562 (Kwik Trip, Inc) - 4619 Brady Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 8

Leisure Lanes (Four Bros, LLC) - 2802 West 73rd Street - License Type: Class C Liquor (On-Premises)

17. Motion accepting work completed under the Whalen Park Walking Path project by Langman Construction, Inc of Rock Island, Illinois in the amount of \$77,863.38, CIP #64112. [Ward 8]
18. Motion accepting work completed under the Hayes Court Subdrain project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$32,956, CIP #33063. [Ward 1]
19. Motion approving agreements with Golf Complete, Inc dba foreUP of Blue Ash, Ohio for payment services at Duck Creek, Emeis, and Red Hawk Golf Courses. [Wards 1, 6, & 8]

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business not appearing on this agenda. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the Council cannot take action on any complaint or suggestions tonight and cannot respond to any allegations at this time.

Please state your name and ward for the record. There is a three (3) minute time limit. Please end your comments promptly.

XIII. Reports of City Officials

XIV. Executive Session

1. To discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c).

XV. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council meeting minutes for July 23, 2025.

Action / Date
8/13/2025

Attachments:

1. 072325 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, July 23, 2025

The City Council of Davenport, Iowa met in regular session on Wednesday, July 23, 2025, at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present except Reinartz and Lynch (R. Dunn, Kelly, Gripp, Meginnis, Newton, T. Dunn, Jobgen, and Burkholder).

I. Moment of Silence

II. Pledge of Allegiance | Led by Mayor Matson

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council meeting minutes for July 9, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for July 16, 2025.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, July 16, 2025
-- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderwoman Meginnis. Upon the roll being called, all Aldermen were present (R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, Lynch, T. Dunn, Jobgen, and Burkholder).

The following Public Hearings were held: **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the Fairmount Library Roofing project, CIP #23093.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. On motion by Alderman Reinartz, second by Alderman R. Dunn item #3, Resolution approving Case F25-07 being the request of AW Holdings LLC for a final plat of Wittenmyer Subdivision, a 5-lot subdivision on 31.9 acres located at 2800 Eastern Avenue, moved to the Discuss Agenda and all other items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderwoman Burkholder the noise variance request for Hawkeye Sports Bar under item #4 and item #7, Motion approving a special occurrence permit for Daniel Fuentes to allow a mobile food unit to operate on public property located in front of 1407 West 4th Street, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Gripp all items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed all items listed. A motion was moved by Alderwoman Burkholder to delete the original version of the Resolution for item #5, Resolution affirming the legal independence of the Davenport Civil Rights Commission and directing the City Administrator to support the implementation of Commission decisions in accordance with applicable City ordinances and state and federal law, which was postponed for one cycle at the July 9 City Council Meeting and replace it with the version that was attached when the current agenda was published. The motion was seconded by Alderman Jobgen, and upon the roll being called, all Aldermen present voted aye. A motion was moved by Alderwoman Meginnis to amend resolving clause #3 from "...and ensure that staff under *his* supervision..." to "...and ensure that staff under *the Administrator's* supervision...". The motion was seconded by Alderwoman Lynch, and upon the roll being called, all Aldermen present voted aye. On motion by Alderwoman Lynch, second by Alderman R.

Dunn item #2, Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus, moved to the Discussion Agenda and all other items moved to the Consent Agenda.

Other Ordinances, Resolutions and Motions: A motion for suspension of the rules to vote on the listed item was moved by Alderwoman Newton and seconded by Alderwoman Meginnis. Upon the roll being called, all Aldermen present voted aye and the rules were suspended.

On motion by Alderwoman Newton, second by Alderman Gripp and all Aldermen present voting aye, the following Motion passed.

1. Motion approving a beer and liquor license application.

PASSED 2025-316

A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc. (as noted):

Ward 6

Rudy's Tacos (Prime Partners, LLC) – 3944 Elmore Avenue – New License/Owners with Outdoor Area – License Type: Class C Liquor (On-Premises)

On motion by Alderman R. Dunn, second by Alderwoman Meginnis and all Aldermen present voting aye, Council recessed to Executive Session at **7:47 p.m.** to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c). Council reconvened in Executive Session at **7:58 p.m.** with Mayor Matson and all Aldermen present (Burkholder, R. Dunn, T. Dunn, Gripp, Jobgen, Kelly, Lynch, Meginnis, Newton, and Reinartz). Others present included Corporation Counsel Sam Huff, City Administrator Doug Maxeiner, and Deputy City Clerk Brian Krup. On motion by Alderwoman Meginnis, second by Alderman Reinartz Council went back into open session at **8:38 p.m.** On motion by Alderman Reinartz, second by Alderwoman Meginnis Council adjourned at **8:38 p.m.**

VIII. Appointments, Proclamations, Etc.

A. Appointments

APPROVED 2025-317

1. Housing Commission

-Yolanda Roberts (re-appointment)
-Matt Wissing (re-appointment)
-Tory Stahler (re-appointment)

2. Zoning Board of Adjustment

-Michael Galliart (re-appointment)

IX. Presentations

HELD

1. Metro Arts Youth Apprenticeship Program Recognition

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. *On motion by Alderman Gripp, second by Alderwoman Meginnis and all Aldermen present voting aye, the following Resolution was adopted.*

Resolution approving Case F25-07 being the request of AW Holdings LLC for a final plat of Wittenmyer Subdivision, a 5-lot subdivision on 31.9 acres located at 2800 Eastern Avenue. [Ward 5]

ADOPTED 2025-318

2. *The below Resolution was moved by Alderman Gripp and seconded by Alderwoman Meginnis. A motion to postpone for once cycle was moved by Alderwoman Meginnis and seconded by Alderman Jobgen. Upon the roll being called, all Aldermen present voted aye, and the following Resolution was*

postponed for one cycle and will appear on the August 6, 2025, Committee of the Whole meeting agenda.

Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus. [Ward 5] **POSTPONED FOR ONE CYCLE**

3. A motion to amend the end time for all events from 11:30 p.m. to 11:00 p.m. for the below Motion was moved by Alderman T. Dunn and seconded by Alderwoman Meginnis. Upon the roll being called, all Aldermen present voted aye, and the amendment was approved.

On motion by Alderman Jobgen, second by Alderwoman Meginnis and all Aldermen present voting aye, the following Motion was approved as amended.

Motion approving noise variance requests on the listed dates and times for outdoor events.

PASSED 2025-319

Hawkeye Sports Bar; Outdoor Bands; 4646 Cheyenne Avenue; 7:30 p.m. - 11:00 p.m. Saturday, July 26, 2025; Friday, August 1, 2025; Friday, August 15, 2025; and Saturday, August 23, 2025; Outdoor music/band, over 50 dBA. [Ward 2]

4. The below Motion was moved by Alderwoman Meginnis and seconded by Alderman Gripp. A motion to postpone until third consideration of an Ordinance to allow parking on the south side of 4th Street between Fillmore Street and Washington Street was moved by Alderman Gripp and seconded by Alderman Jobgen. Upon the roll being called, the following Motion was postponed until third consideration of an Ordinance to allow parking on the south side of 4th Street between Fillmore Street and Washington Street.

Motion approving a special occurrence permit for Daniel Fuentes to allow a mobile food unit to operate on public property located in front of 1407 West 4th Street. [Ward 3] **POSTPONED UNTIL**

THIRD READING OF AN ORDINANCE TO REMOVE PARKING RESTRICTIONS ON WEST 4TH STREET

XII. Approval of All Items on the Consent Agenda

On motion by Alderman Gripp, second by Alderwoman Meginnis and all Aldermen present voting aye, the Consent Agenda was approved as follows.

1. Third Consideration: Ordinance for Case REZ25-01 being the request of Woda Cooper Development, Inc to rezone approximately .39 acres of land located on Lot 21 of Sheffield Square 1st Addition from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]

ADOPTED 2025-320

ORDINANCE NO. **2025-320**

AN ORDINANCE FOR CASE REZ25-01 BEING THE REQUEST OF WODA COOPER DEVELOPMENT, INC TO REZONE APPROXIMATELY .39 ACRES OF LAND LOCATED ON LOT 21 OF SHEFFIELD SQUARE 1ST ADDITION FROM C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-T COMMERCIAL TRANSITIONAL DISTRICT.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "C-T Commercial Transitional District":

Lot 21 in Sheffield Square 1st Addition, an Addition to the City of Davenport, Iowa. Subject to easements and restrictions of record.

Section 2. That the following findings are hereby imposed upon said rezoning:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General.
2. The proposed zoning map amendment to C-T Commercial Transitional District is compatible with the zoning and uses of nearby property.
3. The zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed amendment does not create nonconformities.

Section 3. At its January 21, 2025 meeting, the City Plan and Zoning Commission voted to forward Case REZ25-01 to the City Council with a recommendation for approval subject to the listed findings.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

Adopted 7/23/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Third Consideration: Ordinance amending Chapter 9.40 entitled "Projectiles, Toy Pistols and Fireworks" of the Municipal Code of Davenport, Iowa to update the allowed dates and times that consumer fireworks can be used in accordance with Senate Bill 303. [All Wards]

ADOPTED 2025-321

ORDINANCE NO. **2025-321**

AN ORDINANCE AMENDING CHAPTER 9.40 ENTITLED "PROJECTILES, TOY PISTOLS AND FIREWORKS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO UPDATE THE ALLOWED DATES AND TIMES THAT CONSUMER FIREWORKS CAN BE USED IN ACCORDANCE WITH SENATE BILL 303.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Subsection 9.40.030(B) of the Municipal Code of Iowa be and the same is hereby amended to read as follows:

B. Consumer Fireworks may be used as follows:

1. July 3 from 9:00 a.m. until 10:00 p.m. (unless July 3 falls on a Saturday or Sunday immediately preceding July 4, in which case fireworks may be used until 11:00 p.m.)
2. July 4 from 9:00 a.m. until 11:00 p.m.; and
3. December 31 from 9:00 a.m. until January 1 12:30 a.m.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

Adopted 7/23/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

3. Third Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Esplanade Avenue at Pleasant Street. [Ward 5]

ADOPTED 2025-322

ORDINANCE NO. **2025-322**

AN ORDINANCE AMENDING SCHEDULE V FOUR-WAY STOP INTERSECTIONS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING ESPLANADE AVENUE AT PLEASANT STREET.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following.

Esplanade Avenue at Pleasant Street

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

Adopted 7/23/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

4. First Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding various streets in Prairie Heights Subdivision. [Ward 8] **MOVED TO SECOND CONSIDERATION**

5. Resolution setting a Public Hearing on the proposed conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner. [Ward 3]

ADOPTED 2025-323

6. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events. **ADOPTED 2025-324**

Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m. Saturday, July 26, 2025; **Closure:** Grand Avenue from Douglas Court to East Locust Street. [Ward 5]

Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th Street; 8:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; **Closure:** West 14th Street from Harrison Street to Main Street. [Wards 3 & 5]

Garner Farms HOA; Block Party; 1600 block of West 51st Street; 3:00 p.m. - 8:00 p.m. Saturday, August 16, 2025; **Closure:** West 51st Street from North Sturdevant Street to the cul-de-sac. [Ward 7]

Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 23, 2025 - 6:00 p.m. Sunday, August 24, 2025; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]

Ken Hopper; Quad City Air Show; Davenport Municipal Airport | 9230 North Harrison Street; 1:00 p.m. - 2:00 p.m. Thursday, August 21, 2025 (practice); 10:00 a.m. - 11:30 a.m. and 1:30 p.m. - 4:30 p.m. Friday, August 22, 2025 (practice); 11:30 a.m. - 4:30 p.m. Saturday, August 23, 2025 (Air Show Day One); and 11:30 a.m. - 4:30 p.m. Sunday, August 24, 2025 (Air Show Day Two); **Closures:** Slopertown Road from east of the Sterilite entrance to North Harrison Street; North Division Street north of the roundabout at Amazon to Slopertown Road. [Ward 8]

7. Resolution accepting the sanitary sewer, storm sewer, and pavement associated with the American Water Way roadway extension. [Ward 8] **ADOPTED 2025-325**

8. Resolution approving Change Order #2 in the amount of \$261,752 to Veenstra & Kimm, Inc of Rock Island, Illinois for the Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project (EDA project #06-79-06258) CIP #39012. [Ward 1] **ADOPTED 2025-326**

9. Resolution awarding a contract for the Freight House Window and Door Replacement project to Bi-State Masonry, Inc of Rock Island, Illinois in the amount of \$748,862, CIP #23091 & #23097. [Ward 3] **ADOPTED 2025-327**

10. Resolution awarding a contract for the 2025 Residential Alley Program to Langman Construction, Inc of Rock Island, Illinois in the amount of \$599,189.58, CIP #35038. [Ward 5] **ADOPTED 2025-328**

11. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Library Roof Replacement project, CIP #23093. [Ward 1] **ADOPTED 2025-329**

12. Resolution authorizing submission of a grant application to the Iowa State Recreational Trails Program (SRT) for financial assistance to re-route the Duck Creek Recreational Trail under Division Street. [Wards 2 & 7] **ADOPTED 2025-330**

13. Resolution granting a public utility easement on City-owned property located at 2424 South Concord Street (Parcel R0903-02A). [Ward 1] **ADOPTED 2025-331**

14. Resolution approving a 20-year lease agreement and updated management agreement with Lindsay Park Yacht Club. [Ward 5] **ADOPTED 2025-332**

15. Resolution approving the qualified financial institutions in which to do investment business and establishing the maximum deposit amount for each in accordance with the City of Davenport Investment Policy. [All Wards] **ADOPTED 2025-333**

16. Resolution approving the purchase of replacement laptops for the Fire Department from MacQueen of Baxter, Iowa in the amount of \$115,349.06 using NASPO ValuePoint Master Agreement #29720. [All Wards] **ADOPTED 2025-334**

17. Resolution affirming the legal independence of the Davenport Civil Rights Commission and directing the City Administrator to support the implementation of Commission decisions in accordance with applicable City ordinances and state and federal law. [All Wards] **ADOPTED 2025-335**

18. Motion approving noise variance requests on the listed dates and times for outdoor events. **PASSED 2025-336**

Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m. Saturday, July 26, 2025; Outdoor music, over 50 dBA. [Ward 5]

Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th Street; 6:00 p.m. - 9:00 p.m. Friday, August 8, 2025, and 9:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; Outdoor music, over 50 dBA. [Wards 3 & 5]

The Pour House; 30th Anniversary; 1502 West Locust Street; 12:00 p.m. - 10:00 p.m. Saturday, August 23, 2025; Outdoor music/band, over 50 dBA. [Ward 4]

Angels with Wings of Iowa; Carnival for Individuals with Special Needs and Their Caregivers and Families; LeClaire Park | 400 Beiderbecke Drive; 11:00 a.m. - 6:00 p.m. Saturday, August 30, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

19. Motion approving beer and liquor license applications.

PASSED 2025-337

A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc. (as noted):

Ward 3

Collette's (Collette's, LLC) – 317 West 3rd Street – New License – License Type: Class C Liquor (On-Premises)

Cedar Ridge Distillery (Cedar Ridge Vineyard, LLC) - 131 West 2nd Street – Temporary Event August 14-19 - License Type: Class C Liquor (On-Premises)

River Center/Adler Theatre (VenuWorks of Davenport, LLC) – 136 East 3rd Street – Temporary Outdoor Area July 24-26 – License Type: Class C Liquor (On-Premises)

Ward 4

Washington Street Mini Mart (Yuvi Global Supply, LLC) – 1601 Washington Street – New License/Owners – License Type: Class E Liquor (Carry-Out)

Ward 8

Quad City Air Show (Aerial Promotions) - 9010 Harrison Street – Temporary Outdoor Event - License Type: Class C Liquor (On-Premises)

B. Annual license renewals (with outdoor area as noted):

Ward 5

D'Ville (Aba East Village, LLC) - 2228 East 11th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 1020 West Kimberly Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Hooters Of Davenport (Hoa Restaurant Holder, LLC) - 110 East Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 8

Double D Diner (The Shadowy Biscuit, LLC) - 2225 West 53rd Street #400 – License Type: Class C Liquor (On-Premises)

Girl + Food by Cafe Fresh (Girl + Food, LLC) - 5345 Belle Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

20. Motion approving a payment of \$59,722 to the Bi-State State Regional Commission for FY 2026 membership dues. [All Wards]

PASSED 2025-338

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

XV. Reports of City Officials

The following is a summary of revenue received for the month of June 2025:

Property Taxes	\$2,986,438
Other City Taxes	\$1,987,380
Licenses & Permits	\$112,466
Intergovernmental	\$9,074,157
Charges for Services	\$5,224,857
Use of Monies & Property	\$143,402
Fines & Forfeits	\$288,612
Bonds/Loan Proceeds	\$31,238
Miscellaneous	\$1,103,185

XVI. Adjourn **6:19 p.m.**

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the Report on Committee of the Whole for August 6, 2025.

Action / Date
8/13/2025

Attachments:

1. 080625 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, August 6, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderwoman Lynch. Upon the roll being called, all Aldermen were present except Newton (*In person*: R. Dunn, Meginnis, Reinartz, Lynch, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Kelly* and Gripp).

**Connected at 5:31 p.m. after roll call.*

The following Public Hearings were held: **Community Development:** 1. on the proposed conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner. **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the 2025 Sewer Lateral and Nuisance Water Service Repair Program, CIP #30065.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Reinartz reviewed the one item listed. On motion by Alderwoman Meginnis, second by Alderman R. Dunn the item moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderwoman Burkholder item #2, First Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman R. Dunn, second by Alderwoman Meginnis item #8, Resolution approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12, was postponed for one cycle and will appear on the August 20, 2025, Committee of the Whole agenda. On motion by Alderman Kelly, second by Alderwoman Burkholder all other items moved to the Consent Agenda. **Finance:** Alderwoman Lynch reviewed all items listed. On motion by Alderman T. Dunn, second by Alderman Jobgen item #3, Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus, moved to the Discussion Agenda and all other items moved to the Consent Agenda.

Council adjourned at **6:10 p.m.**

City of Davenport

Department: Public Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
8/13/2025

Subject:

First Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street. [Ward 3]

Recommendation:

Adopt the Ordinance.

Background:

Land use and parking needs along 4th Street have evolved since the original implementation of the 1-hour parking restriction. The current time-limited parking is no longer well-suited to the area's existing land uses, which is a combination of residential and commercial sites. Removing the restriction will allow residents to park in front of their homes, improving convenience and accommodating current parking demands.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IX ONE HOUR PARKING OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY REMOVING 4TH STREET ON THE SOUTH SIDE A DISTANCE OF 150 FEET EAST AND A DISTANCE OF 150 FEET WEST OF FILLMORE STREET, AND REMOVING 4TH STREET ON THE NORTH SIDE FROM FILLMORE STREET TO A POINT 115 FEET WEST OF FILLMORE STREET.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by removing the following.

4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street

4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
8/13/2025

Subject:

Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

The historic Annie Wittenmyer campus was acquired by the City from the State in the 1970s. Over the years, with nearly 30 buildings on the campus, the City leased several of the buildings to local nonprofits and other community uses. The City's Parks and Recreation Department began using the former Chapel structure as the performance theater for City's Junior Theatre program.

In recent years, it became evident that there might be a higher and better use of this entire historic campus and that owning and managing it did not fit within the City's core mission. After exploring ideas and options, the City entered into a conditional conveyance agreement with a regional development team with interest and experience in converting historic structures into housing. Per that agreement, transfer of the property is anticipated to occur in June 2025. In anticipation of this, the agreement also provided the opportunity for the City to lease back the chapel (theater) building and adjacent parking for five years to allow the City's Junior Theatre program to continue using it for classes, rehearsals, and performances. In continuing coordination with the developer, they are open to further extensions and even an eventual potential sale, once the 30-year tax credit period has expired.

It is anticipated that the transfer of the property will occur sometime in July; if approved, this lease would take effect as of the date of the property transfer. As the term of the lease is longer than three years, State code requires City Council approval. Adoption of this Resolution will authorize staff to take the necessary actions and execute the required documents.

Attachments:

1. Resolution
2. Lease Agreement

Resolution No. _____

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving a lease agreement for the former chapel (theater) building and related parking on the Annie Wittenmyer campus, and authorizing the City Administrator or designee to sign any necessary documents.

WHEREAS, the City of Davenport currently owns the Annie Wittenmyer property and uses part of it for the operation of the City of Davenport's Junior Theatre program; and

WHEREAS, per an approved conditional conveyance agreement, it is expected that Annie Wittenmyer Family, LLC will become the owner of the historic Annie Wittenmyer campus in the 2800 block of Eastern Avenue (part of parcel C0025-01A) to convert many buildings into affordable housing as part of Federal and State Housing and Historic Rehabilitation Tax Credits; and

WHEREAS, the City desires to lease back the former chapel (theatre) building for continued use with the City of Davenport's Junior Theatre program; and

WHEREAS, the new owner does not plan to convert this structure into housing, similarly desires this use continuing on the campus, and has reviewed the lease; and

WHEREAS, State law requires Council approval of leases with terms in excess of three years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a lease agreement for the former chapel (theatre) building on the Annie Wittenmyer campus is hereby approved; and

BE IT FURTHER RESOLVED that the City Administrator or designee is hereby authorized to sign any necessary documents.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____, 2025, by and between AW HOLDINGS, LLC, an Iowa limited liability company, ("Landlord"), and the CITY OF DAVENPORT, an Iowa municipal corporation, by and through its PARKS AND RECREATION DEPARTMENT, collectively ("Tenant").

ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises commonly known as Lot 6 of Wittenmyer Subdivision, Davenport, Iowa including the Davenport Junior Theater building and the parking lot located thereon (the "Premises"). (See Attachment)

ARTICLE 2. TERM; DELIVERY OF PREMISES; CONDITION OF PREMISES

2.1. Term. The term of this Lease (the "Term") shall commence on the date in which Landlord acquires the Premises (the "Commencement Date") and shall expire on May 31, 2030, unless sooner terminated.

2.1.1. Option to Purchase. Landlord hereby grants to Tenant the option to purchase the Premises at the expiration of the Term. The option to purchase is personally to the named Tenant and is not assignable. Tenant shall exercise the option to purchase by proving Notice to Landlord no later than six (6) months prior to the expiration of the Term. The purchase price for the Premises shall be for the market rate value of one dollar (\$1.00).

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date.

2.3. Condition of Premises. Tenant has inspected the Premises and agrees to accept the same "AS-IS" in their present condition. Landlord makes no representation or warranty concerning the condition of the Premises, except as expressly set forth in this Lease.

ARTICLE 3. RENT

3.1. Rent. Tenant shall pay to Landlord as rent for the Premises ("Rent") one dollar (\$1.00) per year.

3.2. Payment of Rent. Rent shall be payable on the Commencement Date and on June 1 of each successive year until the Term has ended.

3.3. Property Taxes. Tenant shall pay all real estate taxes payable during the term of this Lease in connection with the Premises as such taxes become due. Tenant shall provide evidence of payment of all real estate taxes for the Premises to Landlord no later than ten (10) days prior to the date such real estate taxes are due and payable.

ARTICLE 4. UTILITIES

4.1. Tenant's Duties. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the Annie Wittenmyer campus without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage.

4.1.1. Boiler Replacement and Utility Modification. Tenant shall have the right, at Tenant's sole expense, to replace the existing boiler on the Premises and to make necessary modifications to the utilities serving the Premises, including but not limited to water, natural gas, electricity, and sewer. Tenant shall provide Landlord with notice of the intended replacement or modifications at least thirty (30) days prior to commencement of such work. Landlord shall grant Tenant access to the utilities tunnel under Cottage 16 in order to complete this work. Within one hundred and eighty (180) days from the commencement of this Lease, Tenant shall, at its own expense, construct a new water service serving the Premises connecting to the public water main in Eastern Avenue and disconnect the existing water service serving the Premises. The location of the new water service shall be reasonably acceptable to Landlord. Before work is to begin, Tenant shall give Landlord 30-days' Notice. All work shall comply with applicable laws, ordinances, regulations, codes, and requirements of any federal, state, county or City of Davenport authority, including all applicable building codes and permits required under the law.

4.2 Landlord's Duties. It is understood that Landlord does not warrant the condition of any of the utility services or that any of the utility services referred to above will be free from interruption. Tenant acknowledges that any one or more such services may be suspended by reason of accident or of repairs, alterations, or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law. Any such failure of the utility service, interruption or discontinuance of services shall never be deemed an eviction or disturbance of Tenant's use and occupancy of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

4.2.1. Notice of Utility Interruption. Landlord acknowledges that the intended use of the Junior Theater is to host stage performances, dance recitals, spotlight performances, and other events of a similar nature. Landlord shall not schedule an interruption of utilities without giving sixty (60) days prior notice to Tenant of the scheduled interruption. Tenant and Landlord shall work together to schedule these performances and known utility interruptions as to not interfere with one another. Good faith efforts will be made to accommodate all parties.

ARTICLE 5. USE OF PREMISES

5.1. Permitted Use. Tenant shall use and occupy the Premises for the purposes and for activities directly related to Tenant's offerings to the public, including but not limited to storage of materials related to the functions of the Davenport Junior Theater and the Davenport Junior Theater Summer

Camp. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's use of the Premises shall comply with all applicable laws, ordinances, rules, and regulations of the City of Davenport and the state of Iowa.

5.2. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall be responsible for ensuring that the Premises comply with all applicable laws, including the Americans with Disabilities Act (ADA), except to the extent that any non-compliance is caused by Tenant's specific use of the Premises or any Alterations made by Tenant.

ARTICLE 6. MAINTENANCE AND REPAIRS

6.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Alterations (as defined in Article 7), in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance, repairs, and replacements within the Premises, including, but not limited to, interior walls, floors, ceilings, windows, doors, lighting fixtures, and all structural elements of the Premises (including the roof, foundation, and load-bearing walls), and repairs to the HVAC, electrical, plumbing and mechanical systems. Tenant shall be responsible for all maintenance, repairs and replacements of the parking lot located on the Premises and all snowplowing of the parking lot and sidewalks on the Premises. Tenant shall be responsible for all lawncare and landscaping on the Premises. Tenant covenants and agrees that it will not use or occupy said Premises or any part thereof for the Lease term in such hazardous manner that any building or improvement thereon of which said Premises are a part will not be insurable by responsible insurance companies against loss or damage by fire, extended coverage and broad form perils for the fair insurable value thereof. Tenant further agrees that it will not generate nor store hazardous waste material on the Premises. Tenant shall surrender the Premises by the expiration date of the Lease term, or upon the early termination hereof, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear and repairs or replacements which are the obligation of Landlord hereunder excepted.

ARTICLE 7. ALTERATIONS

7.1. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be completed free of liens. Tenant shall provide Landlord with detailed plans and specifications for any proposed Alterations and shall obtain all necessary permits and approvals before commencing any work.

7.1.1. Theater Fixtures and Equipment. Notwithstanding anything contained elsewhere in this Lease to the contrary, all theater-specific fixtures, equipment, and improvements installed by Tenant in the Premises, prior to and during the term of this Lease, including but not limited to seating, screens, projection equipment, sound systems curtains, stage equipment, control booths, rigging, acoustic treatments, concession equipment, specialized

flooring, and any other items specifically needed for theater operations (collectively, "Theater Fixtures") shall remain the property of Tenant throughout the Term of the Lease. Tenant shall, at its sole cost and expense, maintain all Theater Fixtures in good working order and repair throughout the Term of this Lease. Upon expiration or earlier termination of the Lease, Tenant shall have the right to remove any or all Theater Fixtures from the Premises. Tenant shall repair any damage to the Premises occasioned by the installation, maintenance or removal of any such Theater Fixtures, alterations, additions, improvements, furniture, other fixtures, equipment, machinery and other personal property.

7.2. Ownership of Alterations. All Alterations made by or on behalf of Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove any such Alterations, in which case Tenant shall remove the same at Landlord's sole cost and expense and restore the Premises to their prior condition. Landlord shall notify Tenant at the end of the Term whether such Alterations will be required to be removed at the end of the Term.

7.3. Liens. Landlord's title to the Premises is and always shall be paramount to the title of Tenant. Tenant has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises, or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as an "Encumbrance") to be filed, against the Premises, Tenant shall dismiss or bond against the same within fifteen (15) days after the filing thereof.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1. Fire Insurance. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant.

8.2. Tenant's Insurance.

- (a) Throughout the Lease term, Tenant shall, at Tenant's sole cost and expense, secure and keep in effect insurance policies in the amounts and covering the following risks:
 - (i) Insurance covering the Premises against loss or damage by fire, lightning, extended coverage, vandalism and malicious mischief and such other risks as are from time to time included in a standard form of all risk (special form) or a fire and extended coverage and additional perils policy of insurance available in the State of Iowa, which coverage shall be for the full replacement value of the Premises and all improvements thereon. Such policy and endorsements shall contain deductibles not more than \$100,000 per occurrence.
 - (ii) Insurance against all risk of physical loss or damage to all Alterations and theft, sprinkler leakage and boiler and machinery coverage on all of Tenant's trade fixtures, machinery, equipment, furniture, inventory and other property on the Premises (collectively, "Equipment") as provided under "Special Causes of Loss" form coverage in amounts not less than

the actual replacement cost of the Alterations and Equipment. Such policy shall contain Replacement Cost and Agreed Amount Endorsements (at full replacement cost). Such policy and endorsements shall contain deductibles not more than \$100,000 per occurrence. Any deductibles selected by Tenant shall be the sole responsibility of Tenant. Subject to the rights of Tenant's lender, Tenant shall use the proceeds from such insurance for the replacement of its Equipment and for the restoration of the Alterations to the Premises. Landlord shall be named as loss payee with respect to Alterations to the Premises. The limits of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder.

- (iii) Commercial general liability insurance (including bodily injury liability, property damage liability and contractual liability) with respect to the Premises and all businesses and activities of Tenant or its employees or agents anywhere, with coverage in amounts appropriate to satisfy any and all reasonable claims, but in no event less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, Combined Single Limit, for injuries to non-employees and property damage, with no self-insured retention, or such higher limit as Landlord may from time to time designate. Such policy shall only be written on "occurrence forms." If "occurrence forms" are no longer available, such insurance form shall be subject to Landlord's prior approval, not to be unreasonably withheld.
 - (iv) Tenant shall maintain self-insurance coverage on any and all claims, as described above, that are under the \$100,000.00 deductible limit.
 - (v) Tenant shall carry Worker's Compensation Insurance as may be required to cover liability to employees as imposed by the statutes of the State of Iowa, County of Scott or by reason of any federal regulation.
- (b) Tenant agrees that if any of the buildings and improvements at any time forming a part of the Premises or the personal property of Tenant located in or about the Premises shall be damaged or destroyed by an insured peril, and whether or not such damage or destruction was caused by the negligence of or any act or omission of Landlord or its agents or employees, Landlord shall not be liable to Tenant on account of such damage or destruction, or the cause thereof. Tenant shall with due diligence require all policies of risk insurance carried by Tenant during the Term to be endorsed with a provision by which the insurer designated therein shall waive its right of subrogation against Landlord.
- (c) Tenant agrees to, and does hereby waive all rights of recovery, subrogation and causes of action against Landlord, its agents and employees, and all persons claiming through or under Landlord, relating to the loss of business or business interruption resulting from any damage or destruction to the Premises, or building located thereon, or any of Tenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence or any act or omission of Landlord, or its agents or employees.

- (d) All of the insurance required to be maintained by Tenant pursuant to this Lease shall be obtained from insurance companies that: (i) are licensed to do business in the State of Iowa; (ii) have, at all times, a general policyholder's rating of not less than A and a financial rating of not less than class X as rated in the then most current "Best's Insurance Reports" and (iii) are otherwise acceptable to Landlord, in Landlord's reasonable discretion. Such insurance shall be written on policy forms satisfactory and acceptable to Landlord, in its reasonable discretion. Each policy shall designate Landlord, and any other entity Landlord shall reasonably require to be designated, as additional named insureds, as their interests may appear. All such insurance policies maintained by Tenant pursuant to this Lease shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Although named as an additional insured, Landlord shall not be barred by reason of any willful act or the negligence of Tenant, its agents, or employees, to recover under said policies procured by Tenant for any loss suffered by Landlord. Prior to any entry upon the Premises and annually thereafter, without notice (and not less than fifteen (15) days prior to the expiration of any applicable policies), Tenant shall provide Landlord with a copy of all such policies, or, if acceptable to Landlord at such time, a certificate of all insurance policies required to be maintained by Tenant pursuant to this Lease. Each such policy or certificate shall provide that the insurance issued thereunder shall not be altered or canceled until after thirty (30) days' written notice to Landlord. If Tenant fails to obtain and maintain any of the insurance required under this Lease, Landlord shall have the right, but not the obligation, to obtain said policies and to pay any premium due thereon. The amount of any such premiums paid by Landlord shall be reimbursed by Tenant to Landlord upon demand.

8.3 Cancellation of Insurance. The Tenant shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Landlord. The Tenant will accept responsibility for damages and the Landlord's defense in the event no insurance is in place and the Landlord has not been notified.

8.4. Indemnification. LANDLORD, THE HOLDER OF ANY MORTGAGE, THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, AFFILIATES AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARTNERS, REPRESENTATIVES, INSURERS, INVITEES AND AGENTS (EACH AN "INDEMNIFIED PARTY") SHALL NOT BE LIABLE TO TENANT AND TENANT HEREBY WAIVES ALL CLAIMS AGAINST EACH INDEMNIFIED PARTY FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF PROPERTY IN OR ABOUT THE PREMISES BY OR FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, GAS, FIRE, OIL, ELECTRICITY OR LEAKAGE OF ANY CHARACTER FROM THE ROOF, WALLS, BASEMENT OR OTHER PORTION OF THE PREMISES, BUT TENANT SHALL NOT BE BARRED FROM ATTEMPTING RECOVERY AGAINST SUCH INDEMNIFIED PARTY IN

ANY CASE WHERE AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WAS A CONTRIBUTOR TO ANY CLAIM. EXCEPT AS TO INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD EACH INDEMNIFIED PARTY HARMLESS FOR, FROM AND AGAINST ALL LIABILITIES, CLAIMS, FINES, PENALTIES, COSTS, DAMAGES OR INJURIES TO PERSONS, DAMAGES TO PROPERTY, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES, EXPERT WITNESS FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR PART) (1) TENANT'S CONSTRUCTION OF OR USE, OCCUPANCY OR ENJOYMENT OF THE PREMISES, (2) ANY ACTIVITY OR WORK PERMITTED OR SUFFERED BY TENANT AND ITS AGENTS AND EMPLOYEES IN OR ABOUT THE PREMISES, (3) ANY BREACH OR DEFAULT IN ANY COVENANT, AGREEMENT, REPRESENTATION OR WARRANTY BY TENANT UNDER THIS LEASE OR ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE, (4) ANY ACT, OMISSION, NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, INVITEES OR LICENSEES, (5) ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF PROPERTY OCCURRING IN, ON OR ABOUT THE PREMISES, OR ANY PART THEREOF, (6) THE PRESENCE OF MOLD IN THE PREMISES WHICH WAS CAUSED BY, CONTRIBUTED TO OR PERMITTED TO EXIST BY TENANT, (7) ANY DAMAGE TO TENANT'S PROPERTY, OR THE PROPERTY OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, BUSINESS INVITEES OR LICENSEES, LOCATED IN OR ABOUT THE PREMISES, OR (8) ANY AND ALL LIENS PLACED OR PERMITTED TO BE PLACED AGAINST THE PREMISES BY TENANT OR ANY PERSON CLAIMING BY, THROUGH, FROM OR UNDER TENANT. THE PROVISIONS OF THIS SECTION 8.4 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

ARTICLE 9. DAMAGE OR DESTRUCTION; CONDEMNATION

9.1. Condemnation. If any material part of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof to the extent that Tenant can no longer use the Premises for the purposes for which it is presently intended, then when possession shall be taken thereunder of the Premises or any part thereof the Lease term and all rights of Tenant hereunder shall immediately cease and terminate. If there is any such taking, and the parties hereto shall determine that Tenant can continue using the Premises for the purposes for which it is presently intended, then this Lease shall continue upon written notice from Landlord to Tenant. Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of his or its claims.

9.2. Casualty. In the event of destruction of the Premises during the said term, which requires repairs to either said Premises, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires

repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made, and the Tenant is compelled to discontinue business in the Premises. Further, in the event of flooding, rent shall be abated during that period when the Premises are declared unfit for occupancy by any authorized public authority. Notwithstanding anything herein to the contrary, Landlord shall have no obligation to repair or restore the Premises in the event of a casualty except to the extent of the insurance proceeds received by Landlord. Landlord shall have no obligation to begin any restoration until (i) its receipt of the insurance proceeds including any such self-insured amount from Tenant; and (ii) Landlord's lenders must permit the insurance proceeds to be used for such repair and restoration. Landlord shall have no obligation to repair and restore Tenant's Alterations, trade fixtures, decorations, signs, contents.

9.2.1. Tenant's Right to Restore. Tenant shall have the right, but not the obligation, to repair, restore, or rebuild the Premises at Tenant's sole cost and expense.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

10.1. Restriction on Transfer. Tenant shall not assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any interest herein, or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any request for Landlord's consent shall be accompanied by detailed information about the proposed assignee or subtenant, including financial statements, business history, and intended use of the Premises.

10.2. Permitted Transfers. Notwithstanding Section 10.1, Tenant may, without Landlord's prior written consent, assign this Lease or sublet all or a portion of the Premises to an entity controlling, controlled by, or under common control with Tenant.

ARTICLE 11. DEFAULT AND REMEDIES

11.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant:

- (a) Failure to pay Rent or any other amount due hereunder within five (5) days after the same is due and payable;
- (b) Failure to perform any other term, condition, or covenant of this Lease, which failure continues for more than thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;
- (c) The making by Tenant of an assignment for the benefit of creditors; or
- (d) The abandonment or vacation of the Premises by Tenant.

11.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

- (a) Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant

shall immediately surrender the Premises to Landlord; or

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Iowa.

11.3. Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Tenant: City of Davenport
226 W 4th Street
Davenport, Iowa 52801
Attention: Parks and Recreation Director

To Landlord: AW Holdings, LLC
7152 Eldorado Pointe
West Des Moines, Iowa 50266
Attention: James N. Bergman

12.2. Future Owners Subject to Lease. Any sale, conveyance, assignment, or other transfer of the Premises or the Building by Landlord to a future owner shall be subject to this Lease. All future owners of the Premises or the Building shall be bound by all terms, covenants, and conditions of this Lease for the balance of the Lease Term, including any extensions or renewals thereof properly exercised in accordance with this Lease.

12.3. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Iowa.

12.4. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.5. Entire Agreement. This Lease, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.

12.6. Amendments. This Lease may not be amended, modified, or supplemented except by a written instrument signed by both Landlord and Tenant.

12.7. Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.8. Waiver. No waiver of any provision of this Lease shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach of the same or any other provision

hereof.

12.9. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.10. Authority. Each party represents and warrants that it has full power and authority to enter into this Lease and that the person signing on its behalf has been duly authorized to do so.

12.11. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Lease, except in cases of gross negligence or willful misconduct.

12.12. Dispute Resolution. In the event of any dispute arising out of or relating to this Lease, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.

12.13. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

12.14. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing all of the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term, subject to the terms and conditions of this Lease.

12.15. Waiver of Jury Trial. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT, OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING, OR HEARING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE, OR ORDINANCE.

(the signature of the parties appears on the following page)

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

TENANT:
CITY OF DAVENPORT

By: _____

Name: Mike Matson

Title: Mayor

LANDLORD:
AW HOLDING, LLC

By: _____

Name: James N. Bergman

Title: Sole Member of Manager

City of Davenport

Department: Public Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
8/13/2025

Subject:

Second Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding various streets in Prairie Heights Subdivision. [Ward 8]

Recommendation:

Adopt the ordinance.

Background:

Parking has been restricted to one side of most streets in the Prairie Heights Subdivision due to the narrow roadway widths, which make it difficult for vehicles to pass when cars are parked on both sides. As the subdivision has expanded, some of the newer streets do not currently have parking restrictions in place. The Homeowner's Association has requested that additional restrictions be implemented on these streets.

- Olde Brandy Lane – Mississippi Avenue to western terminus
- Deere Creek Lane – Parkview Lane to Olde Brandy Lane
- College Avenue – Parkview Lane to Olde Brandy Lane

In reviewing the subdivision, it was also noted that, on some streets, the existing restrictions differ from those outlined in the original ordinance. As a result, the ordinance has been updated to reflect both the current restrictions and the proposed changes.

- Olde Brandy Lane – Parkview Lane to Mississippi Ave, change from south and west sides to north and east sides.
- Parkview Lane – Eastern Avenue to Olde Brandy Lane, change from south side to north side.
- Parkview Lane – Mississippi Avenue to Deere Creek Lane, change from south side to north side.
- Mississippi Avenue – Parkview Lane to Olde Brandy Lane, change from east side to west side.
- Deere Creek Lane – Mississippi Avenue to Parkview Lane, change from east side to west side.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VII NO PARKING OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING VARIOUS STREETS IN THE PRAIRIE HEIGHTS SUBDIVISION.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. That Schedule VII No Parking of Chapter 10.96 entitled "Schedules" the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following.

Olde Brandy Lane along the south and west side from Eastern Avenue to Parkview Lane
Olde Brandy Lane along the north and east side from Parkview Lane to western terminus
Parkview Lane along the north side from Eastern Avenue to Olde Brandy Lane.
Parkview Lane along the south side from Olde Brandy Lane to Mississippi Avenue.
Parkview Lane along the north side from Mississippi Avenue to Deere Creek Lane
Mississippi Avenue along the east side from Prairie Heights Park Road to Parkview Lane
Mississippi Avenue along the west side from Parkview Lane to northern terminus
Deere Creek Lane along the west side from Mississippi Avenue to Parkview Lane
Deere Creek Lane along the east side from Parkview Lane to Olde Brandy Lane
College Avenue along the east side from Parkview Lane to Olde Brandy Lane

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as provided by law.

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Community & Economic Development
Contact Info: Bruce Berger | 563-326-7769

Action / Date
8/13/2025

Subject:

Resolution authorizing the conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The property was issued a certificate of substandard conditions on October 11, 2018. The City, through the 446.19A Public Nuisance Request process, acquired the property located at 1309 West 6th Street, which at the time of acquisition, was abandoned.

Humility Homes and Services, Inc is seeking conveyance of the property to demolish and build a duplex on the lot in support of affordable housing and to improve the look and feel of the neighborhood.

Adoption of this Resolution will authorize the Mayor and staff to execute closing documents and convey the property to the Petitioner.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION authorizing the conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services Inc, Petitioner.

WHEREAS, the legal description of the property proposed to be conveyed is:

Parcel H0056-16, 1309 West 6th Street, to Humility Homes and Services (Petitioner) with the legal description East ½ of Lot 9 in Block 7 in G.C.R. Mitchell's 2nd Addition to the City of Davenport, Scott County, Iowa; and

WHEREAS, the property referenced was issued a certificate of substandard conditions on October 11, 2018; and

WHEREAS, the City acquired the abandoned property through the 446.19A Public Nuisance Request process; and

WHEREAS, Humility Homes and Services, Inc is seeking to purchase the property to demolish and build a duplex in support of affordable housing; and

WHEREAS, per State requirements, notification of a Public Hearing was published, and the hearing was held on August 6, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Mayor and staff are hereby authorized to execute documents necessary to convey City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
8/13/2025

Subject:

Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Made Market QC; Made Indie Market; 200 block of East 2nd Street; 6:00 a.m. - 7:00 p.m. Saturday, August 16, 2025; **Closures:** East 2nd Street from Perry Street to Pershing Avenue; Pershing Avenue from East 2nd Street south to Emerson Place. [Ward 3]

Jimmie O's Saloon; Street Fest; 2734 Telegraph Road; 11:00 a.m. - 10:00 p.m. Saturday, September 6, 2025; **Closure:** South Rolff Street from Telegraph Road south to the alley. [Ward 1]

Knights of Columbus; Blue Mass; 916 East Rusholme Street; 4:00 p.m. - 8:00 p.m. Thursday, September 11, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

Quad City Arts; Riverssance Festival of Fine Art; Lindsay Park | 2205 East 11th Street; 8:00 a.m. Friday, September 19, 2025 - 7:00 p.m. Sunday, September 21, 2025; **Closure:** East 11th Street from Jersey Ridge Road to Hillcrest Avenue. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

Per the City's Special Events Policy, City Council will approve street, lane, and public ground closure requests based on the recommendation of the Special Events Committee.

Attachments:

1. Resolution
2. Made Indie Market Closure Map
3. Made Indie Market Street Closure Petition
4. Jimmie O's Saloon Street Closure Map
5. Jimmie O's Street Fest Street Closure Petition
6. Blue Mass Street Closure Map
7. Riverssance Festival of Fine Arts Map
8. Riverssance Festival of Fine Arts Letter to Neighbors

Resolution No. _____

Resolution offered by Alderman Jobgen.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving street, lane, or public ground closure requests on the listed dates and times for outdoor events.

*Made Market QC; Made Indie Market; 200 block of East 2nd Street; 6:00 a.m. - 7:00 p.m. Saturday, August 16, 2025; **Closures:** East 2nd Street from Perry Street to Pershing Avenue; Pershing Avenue from East 2nd Street south to Emerson Place. [Ward 3]*

*Jimmie O's Saloon; Street Fest; 2734 Telegraph Road; 11:00 a.m. - 10:00 p.m. Saturday, September 6, 2025; **Closure:** South Rolff Street from Telegraph Road south to the alley. [Ward 1]*

*Knights of Columbus; Blue Mass; 916 East Rusholme Street; 4:00 p.m. - 8:00 p.m. Thursday, September 11, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]*

*Quad City Arts; Riverssance Festival of Fine Art; Lindsay Park | 2205 East 11th Street; 8:00 a.m. Friday, September 19, 2025 - 7:00 p.m. Sunday, September 21, 2025; **Closure:** East 11th Street from Jersey Ridge Road to Hillcrest Avenue. [Ward 5]*

WHEREAS, the City, through its Special Events Policy, has accepted the above applications for events on the listed date and time that are requesting street, lane, or public ground closures; and

WHEREAS, upon review of the applications, it has been determined that streets, lanes, or public grounds will need to be closed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above street, lane, or public ground closure requests are hereby approved.

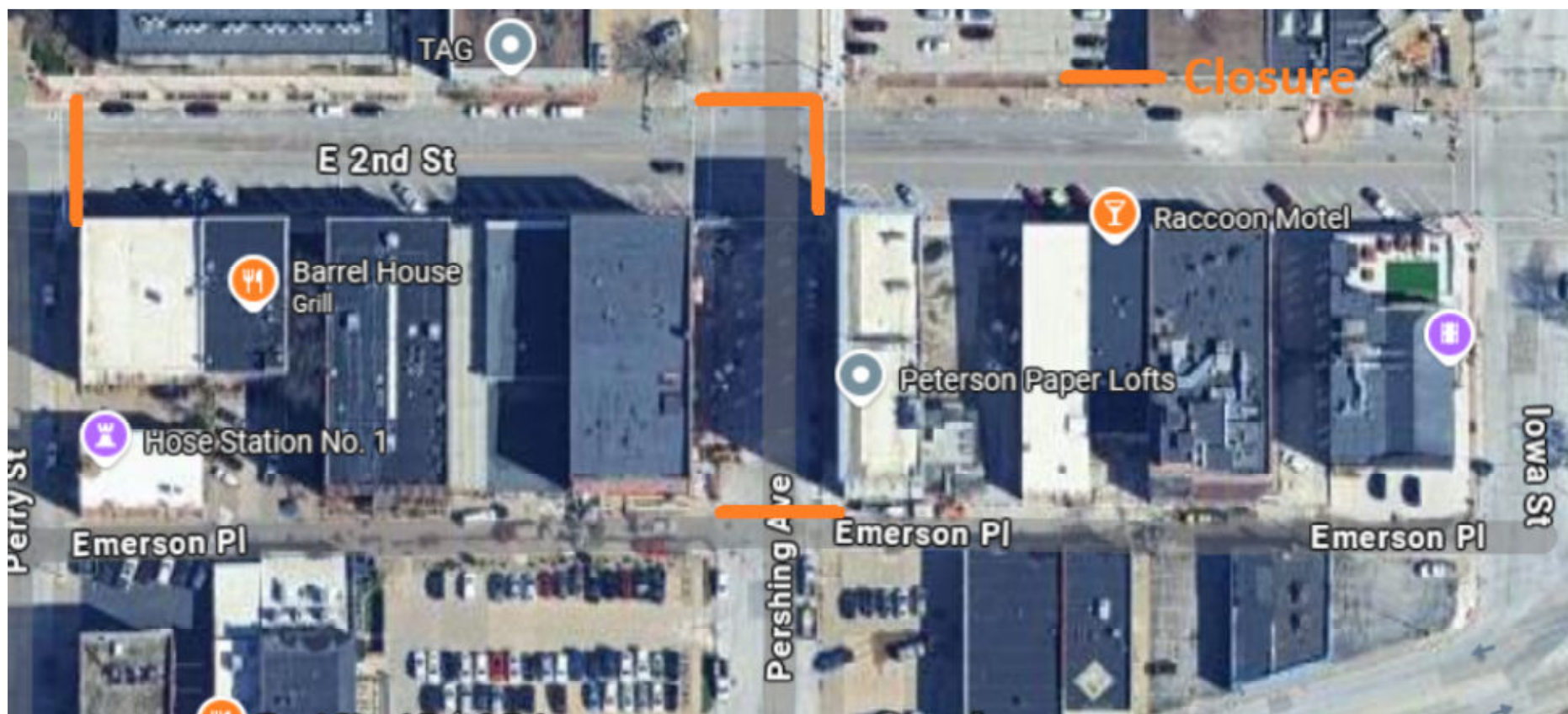
Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk





CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 16 day of August, 20 during the hours of 6am-7pm
there is proposed a street closure, requested by Made Market QC, which will
require the closing of E 2nd street between Pershing and
Perry.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
TAG (spoke to owner Mike)	☒	☐	☐
Raygun Finn Tkachuk	☐	☐	☒
Major Art and Hobby	☐	☐	☐
Tiphanyes closed	☐	☐	☐
Major Art and Hobby	☒	☐	☐
Blue Spruce Bakery closed	☐	☐	☐
Theo and Co Annie Stipulux (owner)	☒	☐	☐
Nehlsen	☒	☐	☐
Barrell house Vanessa Ramos	☒	☐	☐
Hair Salon	☐	☐	☒
HL by Design Heather White	☒	☐	☐
Emiled closed	☐	☐	☐

* If more space is needed, please use additional sheets.

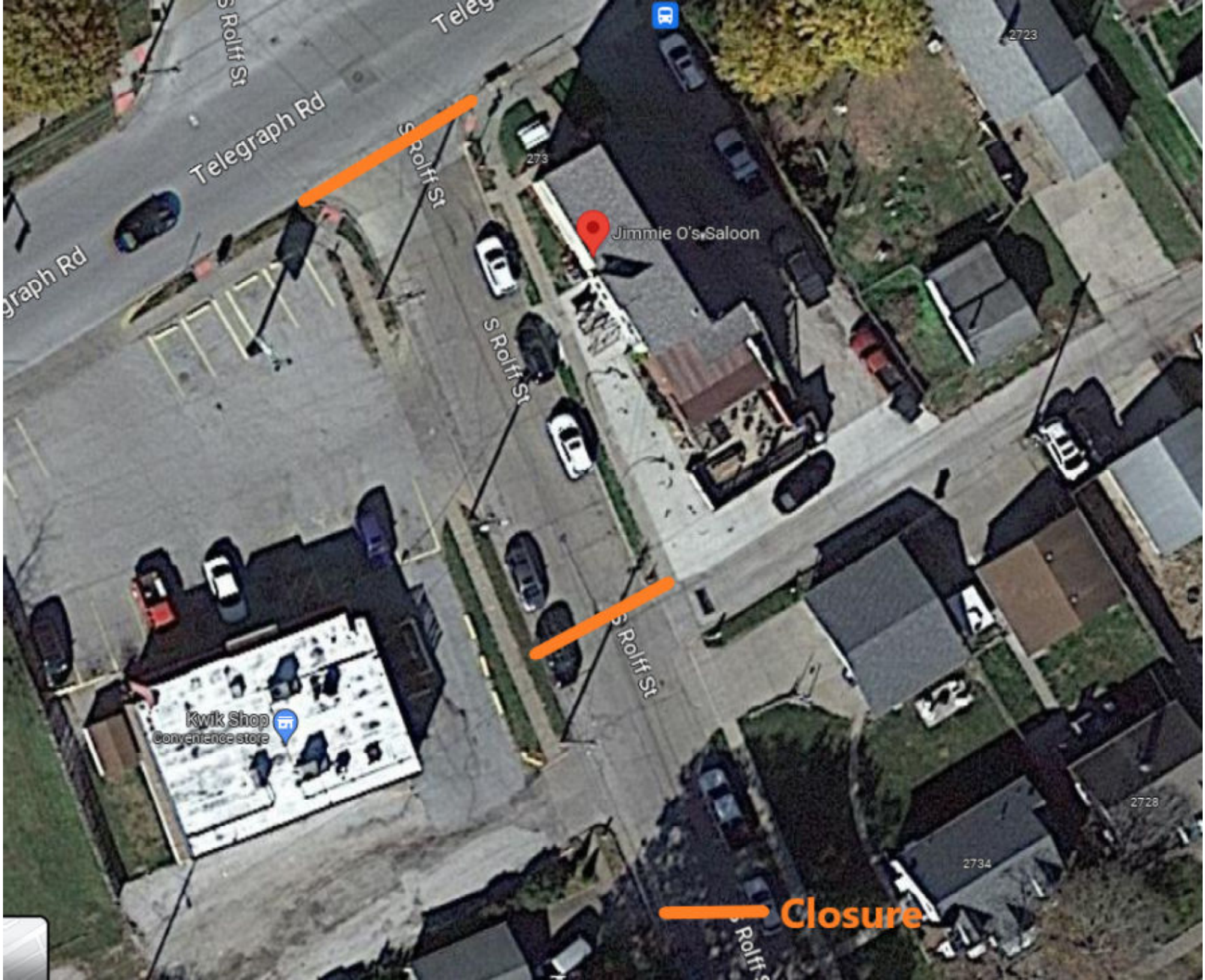
* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Rachel Buckner 6/13/25
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



— Closure

Closure

Arlington Ave

E Rusholme St

E Rusholme St

E Rusholme St

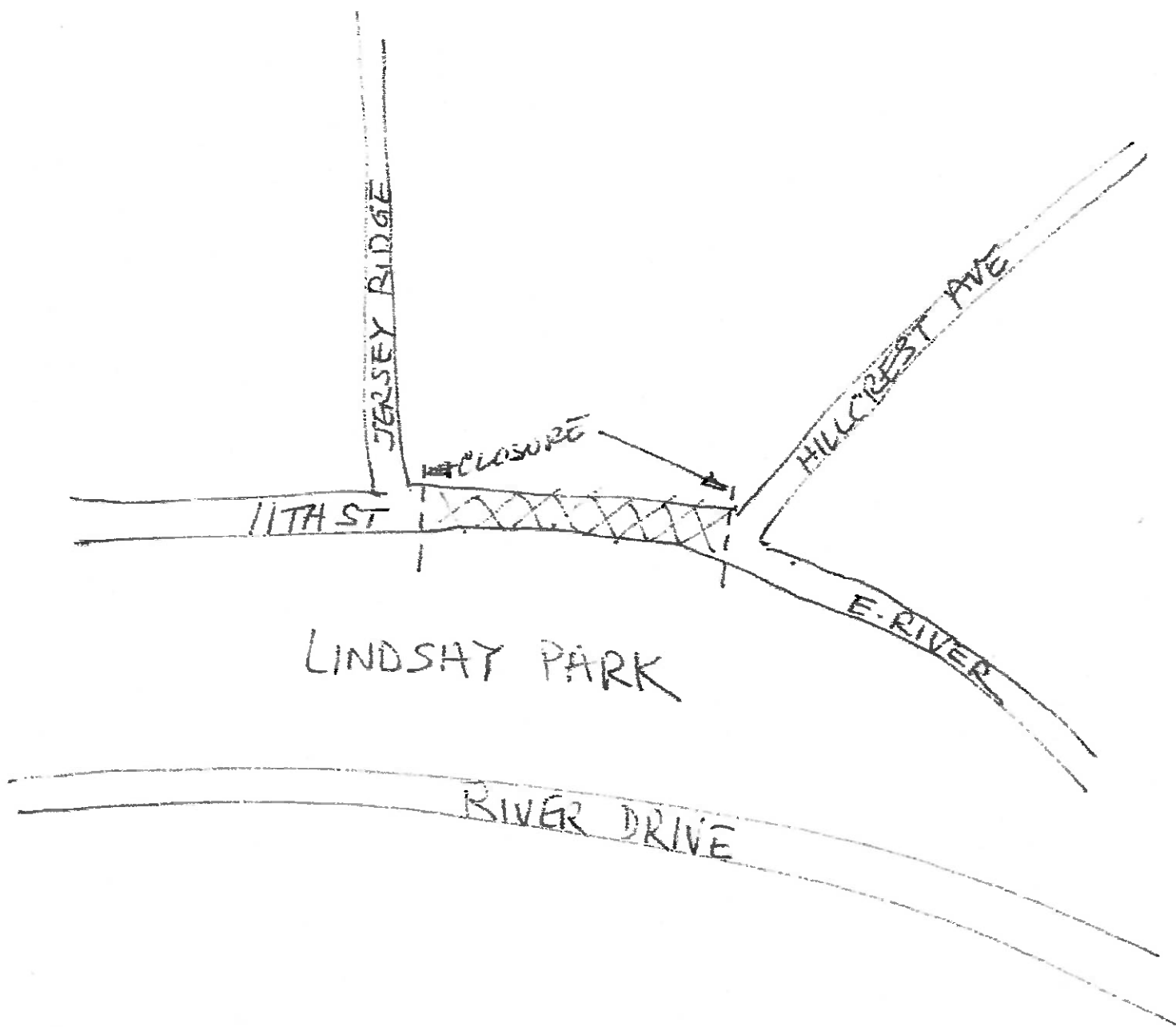
Carey Ave

St. Paul the Apostle
Catholic Church

St Paul the Apostle
Catholic School



RIVERSSANCE FINE ARTS FESTIVAL



**Riverssance Festival of Fine Arts
37th Annual Show
September 20 & 21
Saturday 10-5
Sunday 10-4**

Quad City Arts' Riverssance Festival of Fine Arts will be celebrating its' 37th year in 2025 as the premier fine arts festival of the Quad Cities, showcasing top artist from throughout North America. The Riverssance Festival is located in Upper Lindsay Park on a scenic hill overlooking the Mississippi River in the historic Village of East Davenport. Riverssance will feature a free children's art tent, wine tasting, gourmet food and live regional music.

As in the past 11th Street will be closed between Jersey Ridge and Hillcrest Ave beginning Friday morning September 19 through Sunday evening September 21. We apologize for the inconvenience this may cause you. Please accept these two entry passes as our thank you for your support and join us in this celebration of the arts.

If you have any questions or concerns please contact me:

Jim Cronk, Riverssance Committee

jecronk01@aol.com

563-650-6814

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/13/2025

Subject:

Resolution accepting work completed under the Fire Station 3 project by Tricon General Construction of Dubuque, Iowa in the amount of \$10,846,046.59, CIP #63012. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The former Fire Station #3 facility was located at 3506 Harrison Street. Due to its age, condition, space and access problems, along with its location in a flood plain, the new Fire Station #3 is located at 300 East 42nd Street. The relocation of this station was also a primary recommendation by the Matrix Consulting Group based on increased call volume in the northern part of the City and to accommodate for commercial, industrial, and residential growth.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the Fire Station 3 project by Tricon General Construction of Dubuque, Iowa in the amount of \$10,846,046.59.

WHEREAS, the City of Davenport entered into a contract with Tricon General Construction of Dubuque, Iowa for the Fire Station 3 project; and

WHEREAS, the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the project is \$10,846,046.59.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Fire Station 3 project by Tricon General Construction of Dubuque, Iowa in the amount of \$10,846,046.59 is hereby accepted.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Kevan Oliver | 563-327-5199

Action / Date
8/13/2025

Subject:

Resolution accepting work completed under the FY 2023 Contract Sewer Repair Program by Hometown Mechanical of Davenport, Iowa in the amount of \$264,456.64, CIP #30060 and #33001. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This program is to repair damage to sewer infrastructure by contract. All work has been satisfactorily completed.

The final cost from Hometown Mechanical of Davenport, Iowa was \$264,456.64 and was funded through CIP #30060 | Sanitary Sewer Repair Program and CIP #33001 | Storm Sewer Repair Program.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the FY 2023 Contract Sewer Repair Program by Hometown Mechanical of Davenport, Iowa in the amount of \$264,456.64, CIP #30060 and #33001.

WHEREAS, the City of Davenport entered into a contract with Hometown Mechanical of Davenport, Iowa for sewer repair work; and

WHEREAS, the sewer repair work performed under the above-named program has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the repairs performed under this contract is \$264,456.64.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the FY 2023 Contract Sewer Repair Program by Hometown Mechanical of Davenport, Iowa in the amount of \$264,456.64 is hereby accepted.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/13/2025

Subject:

Resolution accepting work completed under the Cork Hill Park Splash Pad project by Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$152,339.70, CIP #ARP10. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The installation of a new splash pad at Cork Hill Park was approved as part of the ARPA-funded capital improvement recommendations. Work under this contract included site clearing; earthwork; water, sanitary, and electrical utility connections; installation of splash pad equipment; concrete paving; and restoration.

Funding for this contract was from ARP10 | Neighborhood Parks - Play Features.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting work completed under the Cork Hill Park Splash Pad Project by Hagerty Earthworks, LLC of Muscatine, IA in the amount of \$152,339.70 CIP #ARP10. [Ward 3]

WHEREAS, the City entered into a contract with Hagerty Earthworks, LLC of Muscatine, Iowa for the Cork Hill Park Splash Pad project; and

WHEREAS, the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the contract was \$152,339.70.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Cork Hill Park Splash Pad project by Hagerty Earthworks, LLC of Muscatine, Iowa in the amount of \$152,339.70 is hereby accepted.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
8/13/2025

Subject:

Resolution accepting the storm sewer associated with the Davenport Taco Bell development project located at 1736 West Kimberly Road. [Ward 2]

Recommendation:

Adopt the Resolution.

Background:

The Davenport Taco Bell Development project is a redevelopment project located at 1736 West Kimberly Road. The original storm sewer alignment ran diagonally across the lot, and the new development rerouted the storm sewer to allow for a more efficient use of the parcel.

The developer is Border Foods of New Hope, Minnesota. The plans for the site improvements were created by Westwood of Minnetonka, Minnesota. The construction of the storm sewer was completed by Endline Excavating of DeWitt, Iowa.

This resolution accepts:

- 4 new storm manholes (14285, 14286, 14287 and 14288). New manhole 14285 connects to existing 24" storm sewer 14550.
- approximately 200 linear feet of 24-inch reinforced concrete pipe.

The Engineering and Capital Projects Department has inspected the work and found it to be acceptable according to City of Davenport specifications. This portion of the storm sewer has been satisfactorily completed and is hereby formally accepted, and, as of this date, considered public infrastructure.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting the storm sewer associated with the Davenport Taco Bell development project located at 1736 West Kimberly Road.

WHEREAS, the Davenport Taco Bell development project located at 1736 West Kimberly Road was developed by Border Foods of New Hope, Minnesota; and

WHEREAS, four new storm manholes (14285, 14286, 14287 and 14288), with new manhole 14285 connecting to existing 24" storm sewer 14550, were constructed by Endline Excavating of DeWitt, Iowa; and

WHEREAS, approximately 200 linear feet of 24-inch reinforced concrete pipe was constructed by Endline Excavating of DeWitt, Iowa; and

WHEREAS, the storm sewer has been satisfactorily completed and is acceptable to City of Davenport specifications, and the City has a four-year maintenance bond on file in the amount of \$25,900.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Davenport Taco Bell development project improvements, which storm sewer constructed by Endline Excavating of DeWitt, Iowa, having been satisfactorily completed, are hereby formally accepted.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/13/2025

Subject:

Resolution awarding a contract for 4th Street Pavement Rehabilitation project to Valley Construction Company of Rock Island, Illinois, in the amount of \$5,664,250.55, subject to Iowa Department of Transportation concurrence, CIP #35055. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Five (5) bids were received by the Iowa Department of Transportation on July 15, 2025. The lowest bid from Valley Construction Company of Rock Island, Illinois is \$5,664,250.55. The Surface Transportation Block Grant Program will reimburse the City for up to 80% of the eligible project costs up to a maximum amount of \$3,694,670.

Project improvements involve the milling and overlay of 4th Street from Telegraph Road to the approximate westerly return of Harrison Street, approximately two miles in length. The project will also include the replacement of some deteriorated intersection pavement with PCC, miscellaneous pavement patching and curb replacement, storm sewer modifications, and intersection curb ramp ADA improvements. Additionally, pavement marking and signage work will be included with this project to accommodate the conversion to two-way traffic from Marquette Street to East River Drive.

Work is expected to start fall 2025 with completion by the end of 2026.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION awarding a contract for the 4th Street Pavement Rehabilitation project to Valley Construction Company of Rock Island, Illinois in the amount of \$5,664,250.55, subject to Iowa Department of Transportation concurrence, CIP #35055.

WHEREAS, the 4th Street Pavement Rehabilitation project was duly advertised and published according to state law; and

WHEREAS, five (5) bids were received by the Iowa Department of Transportation at the appointed time and place for the bid opening; and

WHEREAS, Valley Construction Company of Rock Island, Illinois was the lowest responsive and responsible bidder as determined by the Iowa Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the 4th Street Pavement Rehabilitation project is hereby awarded to Valley Construction Company of Rock Island, Illinois in the amount of \$5,664,250.55, subject to Iowa Department of Transportation concurrence.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/13/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the 2025 Sewer Lateral and Nuisance Water Service Repair Program, CIP #30065. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This is the continuation of a program which repairs lateral sewer connections between the City's sewer main and private residences by contract. This program will provide a more reliable sanitary sewer system by repairing pipe failures and updating old materials and connections. This program will also aid in reducing the inflow and infiltration into the sanitary collection system, as well as reducing the potential for future sinkholes on private property and within the City's right-of-way.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the 2025 Sanitary Sewer Lateral and Nuisance Water Service Repair Program, CIP#30065.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the 2025 Sanitary Sewer Lateral and Nuisance Water Service Repair Program; and

WHEREAS, notice of Hearing on the plans, specifications, and form of contract was published as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the 2025 Sanitary Sewer Lateral and Nuisance Water Service Repair Program.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
8/13/2025

Subject:

Resolution approving a six-month contract extension with USIC Locating Services, LLC for utility locating services for City sanitary sewer, storm sewer, and fiber optics. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

City staff was notified by USIC of a pending cost increase because prices had been fixed for approximately 8 years. It was determined that this is not a sole source contract and should be re-bid per Iowa bidding law. Since this is an essential service, staff is requesting a six-month extension to allow for a bid, award of service, and signing of a new contract. This will come back to City Council in early 2026 once the purchasing process is complete.

Cost of monthly services is flat and is currently \$20,241.43 per month. The new cost will be \$25,000 per month, primarily paid out of sewer operating funds.

Attachments:

1. Resolution
2. City of Davenport, IA - Amendment No. 1 (07.30.2025)

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving a six-month contract extension with USIC Locating Services, LLC for utility locating services for City sanitary sewer, storm sewer, and fiber optics.

WHEREAS, City staff was notified by USIC of a pending cost increase as prices had been fixed for approximately 8 years; and

WHEREAS, it was determined that this is not a sole source contract and should be re-bid per Iowa bidding law; and

WHEREAS, since this is an essential service, staff is requesting a six-month extension to allow for a bid, award of service, and signing of a new contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a six-month contract extension with USIC Locating Services, LLC for utility locating services for City sanitary sewer, storm sewer, and fiber optics is hereby approved.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**AMENDMENT NO. 1
TO
SERVICES AGREEMENT/CONTRACT FOR DAMAGE PREVENTION SERVICES
RELATED TO UNDERGROUND FACILITIES AND UTILITIES**

THIS AMENDMENT (“Amendment”) is entered into this 30th day of July 2025 (the “Amendment Effective Date”) by and between USIC Locating Services, LLC (“USIC”) and City of Davenport, Iowa (“Customer”), each a “Party” and collectively, the “Parties.” Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement (“Agreement” defined below).

RECITALS

WHEREAS, the Consolidated Infrastructure Group, Inc. (CIG) and Customer entered into the SERVICES AGREEMENT/CONTRACT FOR DAMAGE PREVENTION SERVICES RELATED TO UNDERGROUND FACILITIES AND UTILITIES on February 1, 2017, USIC Contract No. 10100308 (the “Agreement”), pursuant to which CIG provides the labor and equipment necessary to provide Locate Services relative to Locating and Marking Customer’s Facilities, wherever located; and

WHEREAS, Customer acknowledges and agrees that pursuant to the purchase of CIG by United States Infrastructure Corporation (USIC) which was transacted on or about August 1, 2011, the services will be performed under the company name of USIC Locating Services, LLC and all of the terms and conditions of the Agreement as amended shall apply to all of the Parties listed herein; and

WHEREAS, the Agreement expired on February 1, 2022, and the Parties now desire to reinstate the Agreement and all related amendments, attached hereto as Exhibit A, and extend its term; and

WHEREAS, the Parties wish to amend the Agreement, specifically revise Exhibit A – Schedule of Billing Units and Service Area to reflect an increase in pricing for in for USIC’s Locate Services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the terms and conditions of the Agreement as follows:

1. The Parties hereby agree that the Agreement is reinstated in full as of **February 1, 2022**, as if it had not expired, and shall remain in full force and effect until **February 28, 2026**, except as expressly modified by this Amendment.
2. Effective as of the Amendment Effective Date, Amendment amends the pricing in Exhibit A – Schedule of Billing Units and Service Area of the Agreement.
3. On and after the Amendment Effective Date, Exhibit A – Schedule of Billing Units and Service Area of the Agreement shall be deleted in its entirety and replaced with “Amended Exhibit A – Schedule of Billing Units and Service Area” attached hereto and incorporated herein.
4. Amendment shall be in full force and effect for the entirety of the Agreement and shall renew or terminate pursuant to the terms of the Agreement.
3. Except as expressly provided and amended herein in this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect unless otherwise terminated in accordance with the terms and conditions of the Agreement. This Amendment together with the

Agreement (and any schedules, exhibits, attachments or supplements thereto) constitutes the entire agreement between the Parties as to the subject matter of the Agreement and as referenced herein. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Agreement, the specific terms set forth in this Amendment shall govern the subject matter herein.

4. Each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into, and bind such Party to the commitments and obligations set forth herein.
5. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, each of which shall constitute an original effective as of the Amendment Effective Date.

CITY OF DAVENPORT, IA

USIC LOCATING SERVICES, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Dane Dodd
(Please print)

Title: _____

Title: EVP of Sales

Date 7/30/25

AMENDED EXHIBIT A – SCHEDULE OF BILLING UNITS AND SERVICE AREA

Annual Package Price --

\$300,000 Annual Package Price

\$25,000.00 Monthly Payment

Invoicing –

USIC will services all of City's Ticket's for an annual Package Price (flat fee) of \$300,000 (see above) or \$25,000.00 Per Month.

Service area (s) covered by this Agreement/Contract –

List of geographical area(s) with applicable estimated volume(s) –

- Estimated annual volume – 9,000
- This Agreement/Contract shall cover the geographical area specified, determined and registered by the Company with Iowa One Call, the Iowa State One Call Center/System(s).

Special Notes –

- CIG will receive the respective locate requests/work orders directly from Iowa One Call, the Iowa State One Call Center.
- CIG will be responsible for paying the associated one call fees from Iowa One Call for all locate requests as directed on behalf of the City.
- Dedicated and local CIG personnel to perform the work/project function.
- 24/7/365 CIG coverage to handle and address all project requirements.
- CIG will not subcontract any of the work functions performed.
- All materials to perform the work (personnel, vehicle, locating and communications equipment, paint, flags, etc.), to be provided by CIG.
- Any special tools and/or equipment (access tools, keys, etc.) to be provided by the City.

Facilities/Utilities included in this Services Agreement/Contract –

- All identified, owned and operated City facilities/utilities.

EXHIBIT A

Reinstated Services Agreement/Contract

SERVICES AGREEMENT/CONTRACT

FOR DAMAGE PREVENTION SERVICES RELATED TO UNDERGROUND FACILITIES AND UTILITIES

THIS AGREEMENT/CONTRACT is made as of February 1, 2017 by and between **Consolidated Infrastructure Group, Inc.** a Delaware corporation (hereinafter collectively referred to as "CIG"), with a corporate office address of 11620 Arbor Street, Suite 101, Omaha, Nebraska 68144 and **City of Davenport, Iowa**, an Iowa municipal entity (hereinafter referred to as "City") with a local office address of 226 West 4th Street, Davenport, Iowa 52801.

It is hereby agreed by and between the parties as follows:

Section 1 – Retention of Contractor

- 1.1 The City retains CIG to perform, and CIG agrees to perform underground facility/utility locating and marking services for City underground facilities/utilities in the service territory identified in Exhibit A and made a part of this Agreement/Contract, and any other territories that the two parties may agree to in writing.
- 1.2 CIG shall provide services to locate underground facilities/utilities for the City. The location services shall be provided in the geographic areas listed in Exhibit A, and shall be subject to the terms as specified in this Agreement/Contract and the exhibits attached. The services shall consist of those services listed below, as defined in this Agreement/Contract:
 - 1.2.1 Normal Notice and Emergency Locate Requests/Regular Hours and Emergency Locate Requests/After Hours.
 - 1.2.2 Extended Locates, Projects, Extraordinary Projects, Route Patrol, and Site Surveillance/Stand By/Watch and Protect Services.
 - 1.2.3 Damage Investigations and Testimonial Support
- 1.3 CIG shall be the City's primary supplier of locate services in the service area as covered in this Agreement/Contract and notwithstanding the foregoing, the City may perform any number of locates, using the City staff, without such constituting a breach of this Agreement/Contract.
- 1.4 CIG shall receive all locate requests in the form of Tickets directly from the City, the applicable 811/State One-Call Center/System(s) and/or a Ticket Screening/Processing Program that the City may decide to use.
- 1.5 CIG shall be responsible only for Tickets received with a due date and time expiring prior to the scheduled termination of this Agreement/Contract.
- 1.6 The City shall specify in Exhibit A for each Locate Request, the type of facility/utility (electric, natural gas, telecommunications, CATV, fiber-optics, water, sewer, etc.) to be located by CIG, and whether the Locate shall terminate at the meter and/or demarcation point or extend beyond the meter and/or demarcation point.

Section 2 – Scope of Services

- 2.1 CIG agrees to receive all excavation notices, (Locate Requests) directed to the City through the 811/State One-Call Center(s). CIG will receive Ticket transmittals directly from the respective 811/State One-Call Center(s) for the Agreement/Contract service area at no additional cost to the City.
- 2.2 CIG shall furnish all labor, materials and equipment necessary to perform locate services for the City within the Agreement/Contract service area, except for the facility/utility maps and records to be provided by the City.
- 2.3 CIG shall respond to and complete all locate requests in accordance with applicable State laws. CIG shall, for each locate request, review the City's underground facility/utility maps, determine any conflict between the proposed excavation and City's facilities/utilities, and where conflict exists, locate and mark such facilities/utilities within applicable the 811/State One-Call Center(s) requirements.
- 2.4 CIG shall use APWA uniform color code guidelines paint, flags, or other marking materials as necessary to identify the location of the City's facilities/utilities. Such markings shall be spaced at approximately ten (10) feet intervals and all turns and deviations in the route shall be marked at each change in direction.
- 2.5 CIG shall maintain records of all requests for a period of seven (7) years, from the date of receipt.
- 2.6 All of the services shall be performed in a good and workman-like manner and in accordance with all applicable laws, regulations and ordinances, and shall comply with the locating procedures as from time to time adopted and approved by the National Utility Locating Contractor's Association (NULCA).
- 2.7 CIG shall designate a single point of contact between CIG and the City to serve as liaison for receipt and distribution of the City's underground facility/utility maps, and other operational and administrative issues.
- 2.8 In the event CIG encounters any City underground facilities/utilities that are "Identifiable, but Un-Locatable", CIG shall notify the City after having exhausted reasonable efforts to locate such facility/utility. The City will either assist CIG or complete said locates at no cost to CIG.
- 2.9 CIG shall not be responsible for un-locatable facilities/utilities and shall not be held liable for damages to said facilities/utilities. Upon discovery, CIG will turn over un-locatable facilities/utilities to the City.
- 2.10 Locating services will be performed in accordance with the standards and procedures of the American Public Works Association (APWA) and the Underground Utility Location and Coordination Council (ULCC) of the APWA, and the Best Practices of the Common Ground Alliance (CGA).

Section 3 – Definitions

- 3.1 As used in this Agreement/Contract, the following terms and phrases shall have the meanings set forth below:
- 3.2 811/State One-Call Center/System(s) means the centralized agency that operates and provides the service of receiving excavation notices, and transmits these messages, in the form of Tickets, to utility owners/operators and/or members, as to prevent damage to underground facilities/utilities.
- 3.3 After Hours/Emergency Locate means a Locate occurring outside of Standard Working Hours. After Hours/Emergency Locates will be performed at the fees listed under Exhibit A.
- 3.4 APWA means the American Public Works Association and its Underground Utility Location and Coordination Council.
- 3.5 At Fault Damages means a damage to the City's facilities/utilities caused by an excavator that occurs with respect to locatable facilities/utilities where CIG did not perform the locate request with reasonable accuracy.
- 3.6 CPI % Increase or Decrease is defined as the average increase in the US Bureau of Labor Statistics National Consumer Price Index (CPI), for the twelve (12) month period ending two (2) months prior to the anniversary date of this Agreement/Contract.
- 3.7 City's Facilities/Utilities means any underground facilities/utilities owned and operated by the City.
- 3.8 Damage to the City's Facilities/Utilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 3.9 Emergency Locate Request means a locate request for any condition constituting an imminent danger to life, health, or property, or a utility service outage, and which requires immediate repair and/or action. An Emergency Locate performed during Standard Working Hours will be performed at the fees listed in Exhibit A.
- 3.10 Excavator means any person or entity which engages directly in the business of excavation.
- 3.11 Extended Locate means a Locate exceeding one-half (1/2) Hour, but no more than eight (8) hours.
- 3.12 Extraordinary Project means "the same work, for the same excavator, in the same general locate area", after an Extended Locate exceeds eight (8) hours or which requires CIG to add any personnel or the addition of any capital expense. In the event that CIG is confronted with an Extraordinary Project, CIG retains the right to perform the work at the Project rate, until CIG either declines the work without penalty or negotiates a new fee.

- 3.13 High Profile Facilities/Utilities consist of, but are not limited to fiber-optic cables, 900 pair or greater copper cables, switchgear and sub-station cables, and 6" or greater natural gas mains.
- 3.14 Hourly Rate is defined as the amount invoiced for any services delivered on a time and materials basis. If not further defined in Exhibit A, the rate will be invoiced in one (1) hour increments, for each hour or any portion thereof.
- 3.15 Identifiable, but Un-Locatable Facility/Utility is defined as a facility/utility whose presence is known, but which cannot be located with reasonable accuracy using electronic devices designed to respond to the presence of such underground facilities/utilities.
- 3.16 Interruption of Service means an interruption in the services provided by the City to its customers and subscribers arising from a damage to the City's facilities/utilities.
- 3.17 Locate, the basic billing unit, means the process of locating, marking and/or designating all City owned and operated utilities/facilities.
- 3.18 Locatable Facilities/Utilities means the City's facilities/utilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of the City's facilities/utilities, together with records and facility/utility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Un-Locatable Facilities.
- 3.19 Locate Price is determined by the type of service and the number of underground facilities/utilities located by CIG, within the locate area, and is based on the fees listed in Exhibit A.
- 3.20 Locate Service means the process of determining the presence or absence of the City's facilities/utilities, their conflict with proposed excavations, and the marking of the proper places or routes of the City's facilities/utilities within reasonable accuracy limits as required.
- 3.21 Marking means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the approximate field location of underground facilities/utilities accurately.
- 3.22 Normal Notice Locate means a Locate that is defined as a Normal Notice locate request by the 811/State One-Call Center/System(s) that originates the Ticket and is typically responded to within forty-eight (48) hours or seventy-two (72) hours, and/or before the stated work start due date and time.
- 3.23 Package Price means a flat annual price divided into twelve (12) equal monthly payments.
- 3.24 Project is defined as "the same work, for the same excavator, in the same general locate area" that exceeds eight (8) hours in any given day.

- 3.25 Reasonable Accuracy means the placement of appropriate markings within the respective 811/State One-Call Center(s) tolerance zone, of the outside dimensions of both sides of an underground facility/utility.
- 3.26 Restoration Costs means the actual costs incurred by the City to repair damage to the City's facilities/utilities arising from At-Fault damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by the City to repair the damage to City's facilities/utilities.
- 3.27 Screening is defined as the secure receipt, access, review and transmittal of Tickets received directly from the City through the 811/State One Call-Center/System(s).
- 3.28 Site Surveillance/Stand By/Watch and Protect means the physical supervision of excavation activity, at an excavation site, at the City's request.
- 3.29 Site Visit means to visit the site of the locate request, but there are no locatable facilities/utilities to be marked.
- 3.30 Standard Working Hours means Monday through Friday from 8:00 AM to 5:00 PM local time, except New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other mutually agreed upon holiday.
- 3.31 Third Party Claims is defined as any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement/Contract arising from damages to the City's facilities/utilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) interruption of service.
- 3.32 Ticket means a request for one (1) or more locates, of underground facilities/utilities, as defined by the 811/State One Call Center/System(s).
- 3.33 Tolerance Zone is defined as the approximate location of underground facilities/utilities defined as a strip of land at three (3) feet wide, but not wider than the width of the underground facility/utility, plus eighteen (18) or twenty-four (24) inches on either side of such facility/utility, based upon the markings made by the owner and/or operator of the facility/utility. Excavation within the tolerance zone requires extra care and precaution.
- 3.34 Underground Facilities/Utilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 3.35 Unidentifiable Facilities/Utilities means the City's facilities/utilities that are neither apparent on the records or facility/utility prints, drawings or maps provided by the City or from a visual examination.

- 3.36 Un-Locatable Facilities/Utilities means the City's facilities/utilities whose presence is known either from records provided by City or a visual site examination, but which cannot be field located marked with reasonable accuracy using standard procedures.

Section 4 – Term and Termination

- 4.1 This Agreement/Contract shall commence on the date set forth above and shall continue in effect thereafter for a period of one (1) year, with automatic renewal for four (4) consecutive periods of one (1) year on each expiration date, unless sooner terminated by either party
- 4.2 Either CIG or the City may terminate this Agreement/Contract at any time, with or without cause or reason, by providing not less than thirty (30) days prior written notice to the other party, or by either party after ten (10) days prior written notice in the event of the bankruptcy or insolvency of a party, or in the event of the appointment of a receiver for the assets of a party.
- 4.3 Upon such termination, the only liability will be that of the City for any services performed by CIG prior to the effective date of termination of the Agreement/Contract.
- 4.4 In the event either party defaults or commits a material breach under any of the terms and conditions of this Agreement/Contract, or in the event of the bankruptcy or insolvency of a party, the other party may give ten (10) days written notice of such event, during which time the defaulting party may cure the event or condition. If the defaulting party fails to cure the breach within said ten (10) days period, then the non-defaulting party may terminate this Agreement/Contract immediately.

Section 5 – Compensation for Services

- 5.1 The City shall compensate CIG for the services rendered by based on the fees as set forth in Exhibit A.
- 5.2 CIG shall also have the right to charge the City a reasonable fee for any extraordinary services required by or incurred for the City including, but not limited to, specialized reporting or billing requirements or technology costs in the form of hardware or software not presently owned by CIG and necessary to meet particularized requirements of the City, provided that the City receives reasonable notice and explanation thereof and agrees in writing, to such additional fees.
- 5.3 Any increase to the fees listed in Exhibit A, will be determined by the annual Locate Request volume received by the respective 811/State One-Call Center/System(s) and these changes, if any, will occur only at Agreement/Contract renewal. Adjustments to stated Schedule shall be made once per year on the anniversary date of this Agreement/Contract. Such adjustments shall be equal to any increase in the National Consumer Price Index (CPI) for the twelve (12) month period ending two (2) months prior to the anniversary of this Agreement/Contract.

Section 6 – Billing and Payment Terms

- 6.1 CIG shall deliver an invoice for amounts owed by the City on a monthly basis. The City shall pay CIG, without offset, the total amount due within thirty (30) days from the invoice received date, with interest accruing on amounts not paid within sixty (60) days, thereafter at the lesser of eighteen (18) % per annum or the maximum interest rate allowed by law, whichever is less.

Section 7 – Independent Contractor Status

- 7.1 CIG hereby represents and agrees that it is engaged in an independent business; that it will perform services under this Agreement/Contract as an independent contractor and none of its workers, agents or employees shall under any circumstance be construed as an employee of the City; that it has and hereby retains the right and responsibility to exercise control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts and for the acts of its employees, agents, and subcontractors while performing services under this Agreement/Contract.
- 7.4 Nothing contained in this Agreement/Contract shall create or be construed as creating the relationship of employer and employee, or partnership or joint venture, between the City and CIG, or between the City and any person or persons employed or engaged by CIG.

Section 8 – Assignment

- 8.1 Neither party shall assign, transfer or subcontract any of its responsibilities or obligations under this Agreement/Contract, without the prior written consent of the other party. Prior written consent is not required for a corporate name change or transfer made in connection with a change of a majority ownership interest in or public offering of stock by either party.

Section 9 Section – Materials Provided by CIG

- 9.1 CIG shall provide equipment compatible and necessary to receive data in the form of Tickets or Locate Requests from the respective 811/State One-Call Center/System(s), indirectly from the City or from a Ticket Screening/Processing Program.
- 9.2 CIG shall also provide all equipment and material to mark the location of the City's underground facilities/utilities that may include, but not be limited to specialized locating instruments, personal computers, paint, chalk, flags, or any other material deemed appropriate by CIG in its sole discretion.
- 9.3 During the term of this Agreement/Contract, CIG agrees to provide sufficient qualified staff and personnel, office and field equipment, transportation and supplies as are necessary to fulfill its obligations under this Agreement/Contract, and shall furnish and maintain any and all State, county and municipal licenses or permits which apply to the services to be performed by CIG.

- 9.4 CIG employees have CIG photo identification badges, which shall be carried with them at all times. CIG shall ensure that its employees maintain an appearance consistent with generating a positive public image.
- 9.5 CIG shall cultivate and pursue good relations with the 811/State One-Call Center/System(s). This shall include prompt callbacks, attendance at informational meetings, participation in the 811/State One-Call Center/System(s) damage prevention meetings, and other related events.

Section 10 – Materials Provided by the City

- 10.2 During the term of this Agreement/Contract, the City agrees to furnish CIG with adequate copies of the City's underground facility/utility maps and records. This shall include all available maps, measurements, charts, technical information and updates, which are necessary to locate the City's underground facilities/utilities.
- 10.2 All such materials furnished or disclosed to CIG by the City in the performance of this Agreement/Contract shall remain the property of the City.
- 10.3 All copies of such information shall be returned to the City upon the termination of this Agreement/Contract.
- 10.4 Unless such materials were previously known to CIG free of any obligation to keep them confidential, or subsequently made public by the City, such materials shall be kept confidential by CIG, shall be used only in the performance of services under this Agreement/Contract and may not be used for any other purpose except as may be agreed upon in writing by the City.
- 10.5 This obligation of confidentiality shall survive the termination of this Agreement/Contract.

Section 11 – CIG Use and Updates of City Materials

- 11.1 To the extent available, the City shall provide accurate records (prints, records, engineering drawings, as-builts, etc.) that shall be used as a reference to determine if an underground facility/utility exists in the locate area and proposed area of excavation, as identified on the Ticket.
- 11.2 CIG shall base its screening decisions, if applicable, on an evaluation of these records.
- 11.3 The City shall promptly supply CIG with all updates to the City records as new or replaced facilities/utilities are added to its system.
- 11.4 CIG shall treat all these records as confidential.
- 11.5 Except, as otherwise provided in this Agreement/Contract, the records furnished to CIG are the property of the City, and shall either be returned to the City or destroyed by CIG upon termination of this Agreement/Contract

Section 12 – CIG Training and Safety

- 12.1 All CIG employees performing work under this Agreement/Contract shall be independently trained, tested and certified in the type of work being performed, and certification by CIG will meet or exceed NULCA (National Underground Locating Contractors Association) standards.
- 12.2 CIG shall insure compliance with all federal, state, or local applicable safety rules, laws, and regulations relating to the services provided by CIG under this Agreement/Contract.
- 12.3 The City will also comply with all applicable safety rules, laws and regulations and, to the extent possible, will provide CIG employees with free and safe access to its facilities/utilities.

Section 13 – Responsibilities of the City

- 13.1 The City agrees to provide CIG with the necessary maps and records to permit CIG to provide the locate services. The City acknowledges that it is their sole responsibility to keep all applicable maps, records, prints up to date with accurate information. CIG bears no liability for the City's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 13.2 The City agrees to notify CIG of all Member/Call Directing Codes (CDC) changes prior to implementation with the 811/State One-Call Center(s). CIG will not be responsible for late tickets or damages which occur as a result of late/no notification.
- 13.3 The City agrees that it will reasonably cooperate with CIG so that CIG enjoys the same protection under the laws applicable to the City regarding Third Party Claims as the City would enjoy if it were performing the services.
- 13.4 The City will pay CIG for the locate services in accordance with the charges set forth in Exhibit A. CIG shall bill for all tickets received from the 811/State One-Call Center(s), on behalf of the City. CIG will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that the City has provided to the 811/State One-Call Center(s).

Section 14 – Insurance

- 14.1 CIG shall each maintain, in full force and effect during the term of this Agreement/Contract, liability insurance with limits of not less than two (2) million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence and in the aggregate. Said insurance may be provided through self-insurance, commercial liability insurance or a combination thereof.
- 14.2 CIG shall maintain throughout the term of this Agreement/Contract, the following insurance coverage, and upon request shall provide to City certificates or policies evidencing the following coverage and the coverage required by the City.
- 14.3 Commercial general liability insurance with the following minimum limits of liability:
 - 14.3.1 \$1,000,000 Each occurrence
 - 14.3.2 \$2,000,000 General aggregate

- 14.3.3 \$2,000,000 Products aggregate
 - 14.3.4 \$1,000,000 Personal and advertising injury
 - 14.3.5 Contractual liability insurance with minimum limits of \$1,000,000.
 - 14.3.6 Comprehensive automobile liability insurance with the minimum limits of liability at \$1,000,000 combined single limit.
- 14.4 CIG agrees to name the City, its officers and employees as additional insured's, as their interest may appear, on coverage's noted above except Workers Compensation in so far as they pertain to the work undertaken by CIG. Above coverage except Workers Compensation are primary and non-contributory.
- 14.5 Each policy shall provide that it will not be canceled or amended except after ten (10) days advance- written notice to the City, mailed to the address indicated in this Agreement/Contract.

Section 15 – Damages, Investigations and Indemnification

- 15.1 In the event of damages to the City's underground facilities/utilities at any site where such facilities/utilities were located or requested to be located by CIG, the City must notify CIG of such alleged damages, or when the City becomes aware of such alleged damages, within twenty four (24) hours, excluding weekends and observed holidays, of the occurrence and/or discovery of such alleged damages.
- 15.2 If the City does not notify CIG within (24) twenty-four hours, excluding weekends and City observed holidays, of the discovery of any alleged damages, or when the City becomes aware of such alleged damages, CIG shall have no liability relating to such claims.
- 15.3 In the event of damages to the City's underground facilities/utilities at any site where underground facilities/utilities have been located or requested to be located by CIG, either CIG or the City upon notification of such damages shall report to the other party:
- 15.3.1 The actual time damages were caused if known.
 - 15.3.2 The actual time damages were reported and/or discovered.
 - 15.3.3 The location of the reported damages.
 - 15.3.4 The nature and extent of damages when fully known.
 - 15.3.5 Any known circumstances surrounding the damages.
 - 15.3.6 Any personal injuries sustained as a result of the incident.
 - 15.3.7 The name of firm/individual reporting the damages.
 - 15.3.8 The name of firm/individual causing the damages if known.
 - 15.3.9 Estimated time of arrival at the sight to proceed with investigation.
- 15.4 Upon notification of damage from the City, CIG will conduct an investigation of the damage and shall upon request, submit a report summarizing the findings within (10) ten business days to the City. CIG shall, upon request, give testimonial support in lawsuits or administrative proceedings where deemed necessary by the City.

- 15.5 The service fees for damage investigations, support and any testimonial, will be invoiced at the hourly rate as specified in Exhibit A of this Agreement/Contract, in addition to any necessary travel expenses, if applicable. If the damage is a result of CIG failure to locate locatable underground facilities/utilities within reasonable accuracy, CIG shall not submit and be reimbursed for these service fees.
- 15.6 The City must issue an invoice for any and all alleged claims for damages to CIG within a reasonable time period of discovery of such damages, or CIG shall have no liability relating to such claims.
- 15.7 CIG shall try in good faith to resolve any and all claims for such damages within (30) thirty days after the receipt of an invoice from the City.
- 15.8 Each party shall indemnify, defend and hold the other harmless from and against any and all claims and actions, and all costs and expenses, including reasonable attorney's fees, to the extent proximately and proportionately caused by the negligence, willful misconduct or other breach of the provisions of this Agreement/Contract whether caused by the indemnifying party or anyone acting under that party's direction, control or on its behalf.
- 15.9 The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall give prompt notice of claims and shall participate in the defending against any claim. In no event shall either party be liable for any incidental or consequential damages of any kind including, without limitation, any loss of use, loss of business or profits or revenues, or commodity losses.
- 15.10 The indemnifying party shall have the right to select defense counsel and to direct the defense or settlement of such claim or suit. Notwithstanding the foregoing, however, in the event that a settlement would result in an admission of liability on behalf of one of the parties, the indemnifying party must obtain written consent to settle from the affected party. If the affected party withholds its consent, then the indemnifying party will be relieved from any further obligation to defend and indemnify the affected party. The affected party must assume its own defense and further costs incident to same, even if the settlement would result in an admission of liability.
- 15.11 CIG shall make every attempt to electronically locate the City's facilities/utilities. The City shall hold and indemnify CIG from and against any and all claims, causes of action, damages, losses, expenses, third party claims, or liability for damages caused to facilities/utilities by locating by any other means than electronically.

Section 16 – Shared Damage Risk

- 16.1 In the event of any damage to City's underground facility/utility, should the investigation reveal that the damage resulted directly from an error or omission of CIG, or because CIG failed to properly mark the location of such facility/utility within reasonable accuracy, CIG shall reimburse the City for repair and restoration costs, to repair or replace the damaged underground facility/utility, to reach a similar condition prior to the damage.

- 16.2 If the City chooses to upgrade the facility/utility during the repair effort, all costs beyond those, to return the facility/utility to a pre-damaged similar condition, is the responsibility of the City.

Section 17 – Indemnification by CIG

- 17.1 Notwithstanding the provisions of herein, CIG shall indemnify, defend and hold harmless the City and its officers, directors, affiliates, agents, and employees from and against all claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from a breach of this Agreement/Contract or the performance of the services performed under this Agreement/Contract, provided that such claim, action, damage, loss or expense is caused in whole or in part by any act or omission of CIG, or any subcontractor of CIG, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 18 – Indemnification by the City

- 18.1 The City shall indemnify, defend and hold harmless CIG and its officers, directors, affiliates, agents, and employees from and against any and all claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from a breach of this Agreement/Contract or from the City furnishing incorrect records to CIG for the purpose of locating the City's underground facilities/utilities, provided that such claim, action, damage, loss or expense is caused in whole or in part by any act or omission of the City, or any subcontractor of the City or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 19 – Third Party Claims

- 19.1 Promptly after the receipt by a party to this Agreement/Contract of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement/Contract (collectively, an "Action") which is subject to indemnification, such party (the "Indemnified Party") shall give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party").
- 19.2 The Indemnified Party's failure to so notify the Indemnifying Party of any such matter shall not release the Indemnifying Party, in whole or in part, from its obligations to indemnify under this Agreement/Contract, except to the extent the Indemnified Party's failure to so notify actually prejudices the Indemnifying Party's ability to defend against such Action.
- 19.3 The Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, shall:
- 19.3.1 Admit in writing to the Indemnified Party, the Indemnifying Party's liability to the Indemnified Party for such Action under the terms of this Agreement/Contract;

- 19.3.2 Notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense, and;
- 19.3.3 Retain legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action.
- 19.4 The Indemnified Party and the Indemnifying Party shall cooperate with the party assuming the defense, compromise or settlement of any such Action in any manner that such party reasonably may request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement, but the fees and expenses of such counsel shall be the expense of the Indemnified Party unless:
 - 19.4.1 The Indemnifying Party has agreed to pay such fees and expenses, and;
 - 19.4.2 Any relief other than the payment of money damages is sought against the Indemnified party, or;
 - 19.4.3 The Indemnified Party shall have been advised by its counsel that there may be one or more legal defenses available to it, which are different from or additional to those available to the Indemnifying Party, and in any such case the fees and expenses of such separate counsel shall be borne by the Indemnifying Party.
- 19.5 No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed, after reasonable notice, to undertake control of such Action in the manner provided above in this section. No Indemnifying Party shall, without the written consent of the Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any such Action in which any relief other than the payment of money damages is sought against any Indemnified Party unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant, petitioner or plaintiff, as applicable, to such Indemnified Party of a release from all liability with respect to such Action

Section 20 – Confidentiality

- 20.1 CIG and the City expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other like information or products of the other party or of third parties, including but not limited to the other party's vendors, consultants, suppliers or customers, hereinafter referred to as the "Information". Anything in this Agreement/Contract to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such Information.

- 20.2 CIG and the City agree that, for the purpose of this Agreement/Contract, third party independent contractors whose duties for the City, or as a subcontractor for CIG in performing CIG's duties under this Agreement/Contract, require access to the Information provided under this Agreement/Contract, shall have access to the Information as required by such duties, provided that: (i) Such third parties have agreed in writing with either the City or CIG, in terms no less protective than the confidentiality obligations of this Agreement/Contract, to keep confidential the Information, (ii) Such third parties have agreed in writing with either the City or CIG not to use the Information for their own benefit or the benefit of any such person or entity besides the City, and (iii) The City, when allowing such third parties access to CIG's Information, will not exceed the license or use restrictions in this Agreement/Contract.
- 20.3 CIG agrees not to use a third party's Information for its own benefit or the benefit of any person besides the City.
- 20.4 For the purposes of this Section, the term "Disclosing Party" shall refer to the party to the Agreement/Contract providing Information to the other party, and the term "Receiving Party" shall refer to the party receiving the Information in the course of its performance under this Agreement/Contract. The term "Information" shall not include products or information that: (i) Are in the public domain or in the possession of the Receiving Party without restriction at the time of receipt under this Agreement/Contract, (ii) Are used or released with the prior written approval of the Disclosing Party, (iii) Are independently developed by the Receiving Party, or (iv) Are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Receiving Party producing the Information, agrees to notify the Disclosing Party immediately and cooperate with the Disclosing Party in asserting a confidential or protected status for the Information.

Section 21 – Force Majeure

- 21.1 If performance of this Agreement/Contract is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, shortage, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected including, without limitation, a material change in law, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed immediately with the performance of their obligation under this Agreement/Contract whenever such causes are removed or cease.
- 21.2 If a party's inability to perform its responsibilities under this Agreement/Contract continues for (10) ten days, either party may elect to terminate this Agreement/Contract and shall immediately give notice thereof in writing.

Section 22 – Notice or Demand

22.1 Any notice or demand given under the terms of this Agreement/Contract or pursuant to law, shall be in writing and sent by facsimile or by certified or registered mail, return receipt requested, proper postage paid to the parties as follow:

22.1.1 City at: City of Davenport, Iowa
Attn: Kristi Keller, Purchasing Manager
226 West 4th Street
Davenport, IA 52801
(563) 888-2079 Fax
(563) 888-2077 Telephone

22.1.2 CIG at: Consolidated Infrastructure Group, Inc.
Attn: President/CEO
11620 Arbor Street, Suite 101
Omaha, NE 68144
(402) 403-6068 Fax
(402) 403-6062 Telephone

22.2 Such notice or demand shall be deemed to have been given or made when received or seventy two (72) hours after being sent, whichever occurs first. The above designations may be changed at any time by giving notice in writing of the change not less than five (5) days prior to the effective date thereof.

Section 23 – Miscellaneous

23.1 Failure of either party to object to any breach of this Agreement/Contract in any respect or to enforce any of their rights hereunder shall not be deemed a waiver of said requirements nor an ongoing waiver of the specific breach, and the parties shall be entitled to take any action at any time to pursue any of their available remedies.

23.2 Both parties hereto shall maintain and shall take all reasonable actions necessary to prevent inadvertent or accidental disclosure of this Agreement/Contracts terms and prices or the other party's confidential information, including but not limited to, specifications, drawings, maps, sketches, models, samples, tools, computer programs, technical information, and any and all other records provided by either party to the other directly related to this Agreement/Contract.

23.3 The confidentiality requirements in this Agreement/Contract shall not apply to any such confidential information, which is a matter of public record or generally accessible by the public, or previously known by the City or CIG. The obligations of the parties not to disclose and hold confidential any information or provision under this Agreement/Contract shall continue after and survive any termination of this Agreement/Contract.

23.4 If a court of competent jurisdiction deems any provision of this Agreement/Contract invalid or unenforceable, the remaining terms and conditions of this Agreement/Contract shall remain in full force and effect.

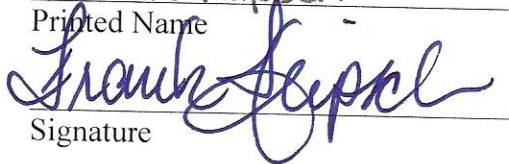
- 23.5 In any action between the parties to enforce any material provision of this Agreement/Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith from the non-prevailing party in addition to whatever other relief a court may award.
- 23.6 This Agreement/Contract, Attachment(s) and/or Amendment(s) consists of the total and entire understanding and agreement by and between the parties and each party hereto acknowledges that no representations or warranties outside of this Agreement/Contract have been made by either party.
- 23.7 This Agreement/Contract shall not be effective, deemed approved or executed until signed by a duly authorized representative of both the City and CIG.
- 23.8 This Agreement/Contract is intended only to benefit the parties to it. They have no intentions to create any interests for any other party. Specifically, they have no intentions for persons who may be customers or beneficiaries of the services, or information contemplated under this Agreement/Contract, or for any relatives, heirs, executors, administrators or personal representatives of such persons.
- 23.9 The captions and headings used in this document are for convenience of reference only, and are not part of this Agreement/Contract.
- 23.10 This Agreement/Contract shall be binding upon the successors and permitted assigns of all parties hereto and may only be changed, modified or amended through a written instrument by the two (2) parties to it expressly referencing this Agreement/Contract.

City:

City of Davenport, Iowa

Frank Klipsch

Printed Name



Signature

Mayor

Title

12/28/2016

Date

CIG:

Consolidated Infrastructure Group, Inc.

Craig Christianson

Printed Name



Signature

CFO

Title

1/13/2017

Date

EXHIBIT A

SCHEDULE OF BILLING UNITS AND SERVICE AREA

Annual Package Price –

\$200,000.00 Annual Package Price

\$16,666.00 Monthly Payment

Invoicing –

CIG will service all of the City's Tickets for an annual Package Price (flat fee) of \$200,000.00 (see above) or \$16,666.00 Per Month.

Service area (s) covered by this Agreement/Contract –

List of geographical area(s) with applicable estimated volume(s) –

- Estimated annual volume – 9,000
- This Agreement/Contract shall cover the geographical area specified, determined and registered by the Company with Iowa One Call, the Iowa State One Call Center/System(s).

Special Notes –

- CIG will receive the respective locate requests/work orders directly from Iowa One Call, the Iowa State One Call Center.
- CIG will be responsible for paying the associated one call fees from Iowa One Call for all locate requests as directed on behalf of the City.
- Dedicated and local CIG personnel to perform the work/project function.
- 24/7/365 CIG coverage to handle and address all project requirements.
- CIG will not subcontract any of the work functions performed.
- All materials to perform the work (personnel, vehicle, locating and communications equipment, paint, flags, etc.), to be provided by CIG.
- Any special tools and/or equipment (access tools, keys, etc.) to be provided by the City.

Facilities/Utilities included in this Services Agreement/Contract –

- All identified, owned and operated City facilities/utilities.

City:

CIG: 

City of Davenport

Department: Public Works
Contact Info: Tom Vesalga | 563-326-7783

Action / Date
8/13/2025

Subject:

Resolution approving three five-year agricultural land lease agreements at the Davenport Municipal Airport with CNC Ag LLC for the term January 1, 2026 through December 31, 2030. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals (RFP) for the North, West, and East Davenport Municipal Airport Agricultural Agreements was issued on June 11, 2025. On July 2, 2025, the Purchasing Division opened two (2) proposals.

A selection committee evaluated the proposals on the following criteria set forth in the RFP:

- Proposed cash rent per acre | 55%
- On-airport acres farmed | 15%
- Years experience in agriculture | 10%
- Total acres currently farming | 10%
- Bidders organization description and number of employees | 10%

CNC Ag LLC (Neal Keppy) of Davenport, Iowa was ranked highest by the evaluating committee and was deemed the most advantageous lessee for the City.

The three agreements total 287.5 acres with a total annual payment of \$103,500, consisting of:

1. Davenport Municipal Airport Agricultural Agreement (North Farm Land), 21.0 acres @ \$360/acre
2. Davenport Municipal Airport Agricultural Agreement (West Farm Land), 133.5 acres @ \$360/acre
3. Davenport Municipal Airport Agricultural Agreement (East Farm Land), 133.0 acres @ \$360/acre

The term for all three lease agreements is term January 1, 2026 through December 31, 2030.

Attachments:

1. Resolution
2. East Farm Land Agreement Draft
3. North Farm Land Agreement Draft
4. West Farm Land Agreement Draft

Resolution No. _____

Resolution offered by Alderman R. Dunn.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving three five-year agricultural land lease agreements at the Davenport Municipal Airport with CNC Ag LLC of Davenport, Iowa for the term January 1, 2026, through December 31, 2030.

WHEREAS, the City desires to lease the following agricultural land at the Davenport Municipal Airport:

(1) North Farm Land, 21.0 acres; (2) West Farm Land, 133.5 acres; (3) East Farm Land, 133 acres;
and

WHEREAS, CNC Ag LLC of Davenport, Iowa was ranked highest by the evaluating committee and deemed the most advantageous lessee for the City; and

WHEREAS, the price per acre for the three land lease agreements is \$360; and

WHEREAS, the term for all three land lease agreements is January 1, 2026 through December 31, 2030.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that three five-year agricultural land lease agreements at the Davenport Municipal Airport with CNC Ag LLC of Davenport, Iowa for the term January 1, 2026, through December 31, 2030, are hereby approved.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DAVENPORT MUNICIPAL AIRPORT
AGRICULTURAL AGREEMENT
(EAST FARM LAND)**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

CNC AG LLC

January 1, 2026 through December 31, 2030

DAVENPORT MUNICIPAL AIRPORT AGRICULTURAL AGREEMENT (EAST FARM LAND)

THIS AGREEMENT is made between the Davenport Municipal Airport ("Airport"), whose address for the purpose of this agreement is 9230 North Harrison Street, Davenport, Iowa 52806, an entity of the City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is 226 West Fourth Street, Davenport, Iowa 52801, and CNC Ag LLC, ("Cropper") whose address for the purpose of this agreement is 13258 Slopertown Road, Davenport, Iowa 52806.

WITNESSETH

WHEREAS, the Airport is located at 9230 North Harrison Street, Davenport, Iowa, 52806, and;

WHEREAS, the Airport must comply with all Federal Aviation Administration (FAA) rules, regulations, and directives in the management and operations of the Airport, and;

WHEREAS, the Airport must comply with all Iowa Department of Transportation, Aviation Bureau rules, regulations, and directives in the management and operations of the Airport, and;

WHEREAS, the Owner desires to contract with the Cropper to cultivate the farmland of the Airport as specifically set forth herein, and;

WHEREAS, the Cropper desires to assume the duties of the Cropper to cultivate the farmland of the Airport for the Owner as specifically set forth herein.

NOW THEREFORE, in consideration of the payment from the Cropper to the Owner as herein provided, and in consideration of the mutual covenants herein contained, it is agreed as follows:

I. PREMISES AND TERM

1. Owner grants to the Cropper the following described real estate situated in Scott County, Iowa (the "Premises"), containing 133.0 acres, more or less, with possession by the Cropper to commence on January 1, 2026, and end on December 31, 2030. The premises consist of tillable land only. In the event that possession cannot be delivered on or before January 1, 2026, Cropper may terminate this agreement by giving Owner notice in writing. See attached Exhibit "A", Farmland Section C

II. PAYMENT

1. Cropper shall pay to the Owner as payment for use of the Premises an annual cash payment of \$47,880.00, at a rate of \$360.00 per acre. Unless otherwise agreed, payment shall be made to the Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

2. Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

III. COMMUNICATIONS AND COORESPONDANCE

1. The Cropper shall communicate with the Airport Manager directly via telephone, email, and/or written correspondence for all communications. In the event the Cropper does not receive a response via telephone, email, or written correspondence within fourteen (14) days, the Cropper shall be allowed to elevate communications to the Director of Public Works. Any communications that do not comply with this paragraph (i.e. contact Airport Manager first) will receive a response of, "Does not comply with Section III COMMUNICATIONS AND COORESPONDANCE, Paragraph 1".

2. All written notices to be given with respect to this document shall be in writing, shall be sent by certified mail, postage prepaid, and return receipt requested, to the party to be notified at the address set forth herein or at such address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be postmarked by the United States Postal Service in a manner prescribed herein. Nothing contained herein shall be construed to prohibit personal service of any notice in this manner prescribed for personal service of an original notice or other legal process.

IV. INPUT COSTS AND EXPENSES

1. Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. Cropper shall only be entitled to till those portions of the Premises that have been tilled previously. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	<u>% Owner</u>	<u>% Cropper</u>
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

V. PROPER HUSBANDRY

1. Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the Airport land adjacent to the Premises.

VI. ENVIRONMENTAL

1. To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation to fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.
2. Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.
3. Owner shall assume liability and shall indemnify and hold the Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.
4. Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation to, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.
5. Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.
6. Cropper shall immediately notify the Owner of any chemical discharge, leak, or spill that occurs on the Premises. Cropper shall assume liability and shall indemnify and hold the Owner harmless for any claim or violation of standards that result from the Cropper's use of the premises.
7. Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When "burn bans" are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.
8. Cropper shall assume defense of all claims, except claims resulting from the Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, the Cropper shall remain liable for violations that occurred during the term of this agreement.

VII. AIRPORT DEVELOPMENT AND REPAIRS

1. Owner/Airport reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper regardless of the opinions and/or intentions of the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner/Airport reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner/Airport such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.
2. Owner shall provide as much advanced notice as possible, but not less than six (6) months, to the Cropper of any changes and/or modifications to the Premises and/or this Agreement as it affects the Cropper. Owner shall not unduly delay notification of any such change to the Premises and/or this Agreement.
3. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic. Cropper shall not erect any temporary structure that is greater than two (2) feet above ground level without written approval from the Airport Manager. Cropper shall not erect any permanent structure of any kind and/or any temporary structure greater than two (2) feet above ground level.
4. Cropper shall coordinate with the Airport Manager any activities that can/will/may create a smoke, dust, and/or debris hazard that extends to a height above five (5) feet above ground level. Tilling, disking, and/or plowing shall be excluded from this notification unless, in the opinion of the Cropper, a dust hazard shall be created.
5. This agreement is subordinate to the provisions of any existing or future agreements between the Airport/Owner and the United States government. The Airport/Owner is free to enter into such agreements without hindrance from the Cropper.

VIII. CROPPER IMPROVEMENTS

1. All improvements of any kind and nature that may be erected or established upon the Premises during the term of this agreement shall inure to the Premises, and becoming property of the Davenport Municipal Airport, at no expense to the Airport/Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Airport Manager.

IX. REPAIRS

1. Cropper shall pay the Owner for any damage on the Premises or on Airport land adjacent to the Premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

X. EXPENSES INCURRED WITHOUT OWNER'S CONSENT

1. No expense shall be incurred for or on account of the Owner/Airport without first obtaining the Owner's/Airport's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport, or the City of Davenport.

XI. TERMINATION FOR CAUSE

1. This Agreement may be terminated subject to this Section during its term by either party for just cause to include, but not limited to:

- a. Cropper has been determined to be the cause, or a contributing factor to the cause, of any airspace, runway, taxiway, and/or apron/ramp incident, accident, and/or incursion whether or not such incident, accident, and/or incursion results in, or may result in, injury, serious injury, and/or death and/or property damage. Termination for cause under this paragraph is at the discretion of the Airport with/ or without concurrence of the FAA and does not require performance of notice and cure procedures described herein. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to immediately terminate this agreement under this Section, and agreement and acceptance under this Section to the forfeiture of any and all crops remaining on the Premises at the time of determination without any cost and/or expense to the Airport and/or Owner. Any and/or all crops that remain on the Premises shall immediately become the property of the Airport at no cost to the Airport and/or the Owner.
- b. Cropper has entered, crossed, and/or accessed any paved surface of the Airport, either on the airside of the Airport or the landside of the Airport, without prior written permission from the Airport Manager for any reason. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- c. Cropper has damaged and/or destroyed any Airport infrastructure (i.e. runway lighting, taxiway lighting, Runway End Identifier lighting, localizer antenna, glideslope antenna, AWOS antenna, runway concrete, taxiway concrete, etc.) Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- d. Cropper has entered and/or crossed between and/or damaged the Airport Localizer Antenna, Airport's Glideslope Antenna, and/or the Airport AWOS Antenna. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- e. Cropper has entered between, crossed between, and/or damaged any VASI (Visual Approach Slope Indicator) light array. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.

- f. Cropper has entered between, crossed between, and/or damaged in any way the Runway End Identifier (strobe) Light array. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
 - g. Cropper has crossed between and/or damaged in any way, the MALSR Approach Lighting system and the Airport runway and/or crossed between and/or damaged in any way, the individual light arrays of the MALSR system of the Airport. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
 - h. Cropper agrees to make its annual payment to the Owner the entire amount owed as described in Section II above on the date described in Section II above. Failure to make the prescribed payment as described in Section II above in a timely manner shall be grounds for Agreement termination at the end of the calendar year (December 31st).
 - i. Cropper – Failure to substantially perform any of its duties and obligations as herein set forth, with the exception of that described in Sections XI(1)(a)(b)(c)(d)(e)(f)(g) and (h) in a reasonable and timely manner. Cropper shall be subject to Section XII(2)(a).
 - j. Airport/Owner – Failure to substantially perform any of its duties and obligations as herein set forth in a reasonable and timely manner. Airport/Owner shall be subject to Section XI(2)(a).
2. This Agreement may be terminated for just cause as set forth in herein only after the following notice and cure procedure is followed:
- a. The aggrieved party shall give written notice to the other party specifically detailing the default, and if the default has not been substantially corrected within twenty (20) days after receipt of the notice, this Agreement shall terminate. However, if the nature of the duty or obligation is such that more than twenty (20) days are required for performance, said default party shall not be in default under this Agreement if said party begins performance within such twenty (20) day period and diligently prosecutes the same to completion.
3. The failure of the Owner and/or the Airport to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies regarding that specific instance only and shall not be deemed a waiver of a subsequent breach or default in any terms and conditions.
4. This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, the Cropper will yield possession of the Premises to the Owner without further demand or notice than is stated in this agreement, in as good condition as when the Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.
5. If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

XII. INSURANCE

1. Cropper shall carry the following coverages for its responsibilities under this agreement, including all of its employees only:

- a. Workers' Compensation Insurance, including Employer's Liability Insurance and Occupational Disease, covering all Cropper eligible employees for statutory Iowa benefits who perform any of the obligations assumed by the Cropper under this Agreement. The policy shall contain a broad form, all-states endorsement.
- b. Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, and personal injury. Deductibles on bodily injury are not acceptable. Coverage shall be not less than:
 1. Comprehensive General Liability in the amount of \$5,000,000 combined single limit. However, should the insurance industry and economic conditions change so that the Cropper cannot economically and reasonably obtain insurance in said amount, the Owner agrees to renegotiate said figure in good faith.
 2. Comprehensive Automobile Liability including non-owned auto for on-premises and off-premises operations in amount of \$1,000,000 combined single limit.
- c. The comprehensive general liability and automobile liability policies shall name the Owner as additionally insured. The Cropper insurance providers shall notify the Owner at least thirty (30) days in advance of cancelling any policy. Certificates of Insurance shall be provided to the Owner within ten (10) days of the Effective Date of this Contract and upon each subsequent insurance term.

XIII. NO AGENCY

1. Cropper shall not be an employee, department, agency, or entity of the Owner in any way, but shall be an independent contractor which provides services to the Owner as set forth herein.

XIV. ATTORNEY FEES AND COURT COSTS

1. If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

XV. ASSIGNMENT

1. Cropper shall not assign this Agreement or sublet the Premises or any portion thereof, without the prior written consent of the Airport Manager with the concurrence of the Owner, which consent may be withheld or conditioned in the Airport Manager's and/or the Owners' reasonable discretion. For purposes hereof, a change of control of the Cropper's interest in this Agreement which may include but is not limited to a transfer of greater than 1% of ownership of the Cropper and/or ownership of this Agreement shall constitute an assignment of this agreement.

2. Cropper shall not assign this Agreement or sublet the Premises or any portion thereof, to any entity of, subsidiary of, agency of, or parent company of, an enterprise, company, organization, or business of a foreign country. A foreign country shall be construed as any country other than the United States of America.

3. This Agreement shall be construed under the laws of the State of Iowa and it shall be binding on the assigns and/or successors in interest of the parties.

XVI. ADDITIONAL PROVISIONS

- a. Cropper accepts the premises in its present condition.
- b. Cropper shall not till or plant closer to the runways, taxiways and roadways than the distances shown on **Exhibit "A"**. The area between the crops and the runway is grass that is mowed by airport personnel. A 25 foot wide strip of grass immediately adjacent to the crops may be used by the Cropper for equipment movement. The Croppers shall not use this 25 foot wide strip for any other purpose, and shall not use for any purpose, any of the grass between the 25 foot wide grass strip and the runways.
- c. Cropper shall keep all equipment at least three (3) feet away from storm drain inlets and other structures such as, but not limited to, sanitary sewer manholes.
- d. Cropper shall not use the Low Crop area shown on Exhibit "A" for any crop that will exceed three (3) feet in height when mature.
- e. Cropper shall close and lock gates along the Davenport Municipal Airport boundary at the end of each day's work.
- f. Cropper shall not park equipment, store baled materials, or leave unattended property of the Cropper outside the Premises.
- g. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground and shall never cross the runway or taxiway pavement surface.
- h. Cropper shall provide copies of **Exhibits "A" and "B"** to all agents of the Cropper who assist the Cropper on the Premises.
- i. Cropper agrees to defend, indemnify and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.
- j. Owner reserves the right to enter upon said land to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access an equitable adjustment shall be made therefore.

- k. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

XVII. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, national origin or ancestry, age, sexual orientation, marital status, familial status, physical or mental disability, or political beliefs and affiliations. The contractor will take affirmative action to ensure that applicants are employees, and that employees are treated during employment, without regard to their race, creed, religion, sex, national origin or ancestry, age, marital status, familial status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post it in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex, national origin or ancestry, age, sexual orientation, familial status, marital status, physical or mental disability, or political beliefs and affiliations.
 - c. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions and procedures developed by the City of Davenport.

XVIII. DEFINITIONS

Airside – Any area located within the Airport security fence that contains the runways, taxiways, apron and ramp areas, and parking areas used for the operation of aircraft for the intention of flight or parking of said aircraft. All airside areas are restricted to personnel that have been screened for security and purpose within said area.

Airspace – The designated area of sky above and surrounding an airport, typically classified into different "airspace classes" depending on the airport's traffic volume and complexity, where aircraft must follow specific rules and procedures set forth by the Federal Aviation Administration while taking off, landing, or maneuvering in the vicinity of the airport, with or without air traffic control (ATC) managing the movement of aircraft within this airspace.

Accident - An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death, injury, or serious injury, or in which the aircraft receives substantial damage.

Apron/Ramp – A dedicated space at an airport that acts as a parking pad for an aircraft. The ramp is typically paved for storing, holding, and tying down aircraft. Apron and Ramp shall be used interchangeably.

FAA – Federal Aviation Administration. Is a U.S. federal government agency within the U.S. Department of Transportation that regulates civil aviation in the United States and surrounding international waters. Its powers include air traffic control, certification of personnel and aircraft, setting standards for airports, and protection of U.S. assets during the launch or re-entry of commercial space vehicles.

Fatal injury - Any injury which results in death within 30 days of the accident.

Field Lighting – This light system includes runway lighting, taxiway lighting, and runway and taxiway signage lighting. This lighting can be controlled by the Pilot Control Lighting system located in the Vault in the Snow Removal Building. The windsock lighting system, to be included, is controlled by a photo cell located on the exterior of the west wall of the snow removal building. The localizer antenna, the AWOS antenna, and the Glideslope Antenna are controlled by the FAA, NOAA, and the FAA respectively and any outage requires notification of the Airport Manager for resolution.

FOD – Foreign objects and debris

Incident - An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Frangible – Is a device that is located at the base of an airport obstruction, lighting unit, and/or signage unit that allows the ability of such a structure or object to break, bend, or deform in a controlled manner upon impact. The goal is to minimize damage to an aircraft and reduce the risk of injuries during accidents. Frangible ensures that critical installations such as approach lights, elevated runway and taxiway lights, airfield guidance signs, wind direction indicators, or instrument landing systems (ILS) do not create a hazard. Frangibility standards reduce the likelihood of severe damage during a collision.

Incursion – Any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing, takeoff, and/or taxi of an aircraft. For the purpose of this Contract, the deciding factor of whether an incursion took place shall be whether the aircraft is/or was required to alter its course, trajectory, flight path, or taxi path to avoid an incident or accident on or around the airport, whether or not damage to property or death, injury, or serious injury has/will/or did occur.

Injury – Any injury that does not reach the level of serious injury

Landside – Any area located outside of the Airport security fence that allows access to the general public to include automobile parking lots, walkways, observation areas, and terminal lobby areas not listed as an airside area of the Airport.

MALSR – Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights. This is the FAA owned approach lighting system located at the North/West end of the Airport and on the

North/West crossing of Slopertown Road. This lighting system provides a precision approach corridor to the runway during hours of darkness or during inclement weather.

NOTAMS – Notice to Airmen. This is an electronic database of notifications to pilots and ground personnel indicating the real-time and abnormal status to the establishment, condition, or change of any facility, service, procedure or hazard of the Airport impacting every user utilizing a unique language using special characters to make communications more efficient.

Pilot-controlled lighting (PCL) - Also known as aircraft radio control of aerodrome lighting (ARCAL) or pilot-activated lighting (PAL), is a system that allows aircraft pilots to control the lighting of an airport or airfield's approach lights, runway edge lights, and taxiways via radio.

Serious Injury - Any injury which:

- (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- (3) causes severe hemorrhages, nerve, muscle, or tendon damage;
- (4) involves any internal organ; or
- (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Ramp/Apron – A dedicated space at an airport that acts as a parking pad for an aircraft. The ramp is typically paved for storing, holding, and tying down aircraft. Apron and Ramp shall be used interchangeably.

REIL – Runway End Identifier Light. A lighting system that consists of a synchronized pair of flashing lights on each side of the runway threshold. This system provides a rapid and positive identification of the approach end of a runway.

Runway – An elongated, rectangular surface designated for the landing and takeoff of an aircraft. Runways may be human-made surfaces, often asphalt, concrete, or a mixture of both, or a natural surface such as grass, dirt, gravel, ice, sand, or salt.

Substantial damage - Damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component.

Taxiway – A designated pathway on an airport's surface, used for the movement of aircraft across the airport infrastructure. It connects of various parts of the airport, including runways, ramps (aprons), hangars, terminals, and other essential facilities.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Neal Keppy
CNC Ag LLC

Cropper Mailing Address:
Street: 13258 Slopertown Road

City, State, Zip: Davenport, IA 52806

Telephone #: _____

City of Davenport

City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street
Davenport, Iowa 52807

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Davenport Municipal Airport
Exhibit A
Farmland Section C



DAVENPORT MUNICIPAL AIRPORT

AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DAVENPORT MUNICIPAL AIRPORT
AGRICULTURAL AGREEMENT
(NORTH FARM LAND)**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

CNC AG LLC

January 1, 2026 through December 31, 2030

DAVENPORT MUNICIPAL AIRPORT AGRICULTURAL AGREEMENT (NORTH FARM LAND)

THIS AGREEMENT is made between the Davenport Municipal Airport ("Airport"), whose address for the purpose of this agreement is 9230 North Harrison Street, Davenport, Iowa 52806, an entity of the City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is 226 West Fourth Street, Davenport, Iowa 52801, and CNC Ag LLC, ("Cropper") whose address for the purpose of this agreement is 13258 Slopertown Road, Davenport, Iowa 52806.

WITNESSETH

WHEREAS, the Airport is located at 9230 North Harrison Street, Davenport, Iowa, 52806, and;

WHEREAS, the Airport must comply with all Federal Aviation Administration (FAA) rules, regulations, and directives in the management and operations of the Airport, and;

WHEREAS, the Airport must comply with all Iowa Department of Transportation, Aviation Bureau rules, regulations, and directives in the management and operations of the Airport, and;

WHEREAS, the Owner desires to contract with the Cropper to cultivate the farmland of the Airport as specifically set forth herein, and;

WHEREAS, the Cropper desires to assume the duties of the Cropper to cultivate the farmland of the Airport for the Owner as specifically set forth herein.

NOW THEREFORE, in consideration of the payment from the Cropper to the Owner as herein provided, and in consideration of the mutual covenants herein contained, it is agreed as follows:

I. PREMISES AND TERM

1. Owner grants to the Cropper the following described real estate situated in Scott County, Iowa (the "Premises"), containing 21.0 acres, more or less, with possession by the Cropper to commence on January 1, 2026, and end on December 31, 2030. The premises consist of tillable land only. In the event that possession cannot be delivered on or before January 1, 2026, Cropper may terminate this agreement by giving Owner notice in writing. See attached Exhibit "A", Farmland Section A

II. PAYMENT

1. Cropper shall pay to the Owner as payment for use of the Premises an annual cash payment of \$7,560.00, at a rate of \$360.00 per acre. Unless otherwise agreed, payment shall be made to the Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

2. Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

III. COMMUNICATIONS AND COORESPONDANCE

1. The Cropper shall communicate with the Airport Manager directly via telephone, email, and/or written correspondence for all communications. In the event the Cropper does not receive a response via telephone, email, or written correspondence within fourteen (14) days, the Cropper shall be allowed to elevate communications to the Director of Public Works. Any communications that do not comply with this paragraph (i.e. contact Airport Manager first) will receive a response of, "Does not comply with Section III COMMUNICATIONS AND COORESPONDANCE, Paragraph 1".

2. All written notices to be given with respect to this document shall be in writing, shall be sent by certified mail, postage prepaid, and return receipt requested, to the party to be notified at the address set forth herein or at such address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be postmarked by the United States Postal Service in a manner prescribed herein. Nothing contained herein shall be construed to prohibit personal service of any notice in this manner prescribed for personal service of an original notice or other legal process.

IV. INPUT COSTS AND EXPENSES

1. Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. Cropper shall only be entitled to till those portions of the Premises that have been tilled previously. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	<u>% Owner</u>	<u>% Cropper</u>
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

V. PROPER HUSBANDRY

1. Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the Airport land adjacent to the Premises.

VI. ENVIRONMENTAL

1. To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation to fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.
2. Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.
3. Owner shall assume liability and shall indemnify and hold the Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.
4. Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation to, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.
5. Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.
6. Cropper shall immediately notify the Owner of any chemical discharge, leak, or spill that occurs on the Premises. Cropper shall assume liability and shall indemnify and hold the Owner harmless for any claim or violation of standards that result from the Cropper's use of the premises.
7. Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When "burn bans" are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.
8. Cropper shall assume defense of all claims, except claims resulting from the Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, the Cropper shall remain liable for violations that occurred during the term of this agreement.

VII. AIRPORT DEVELOPMENT AND REPAIRS

1. Owner/Airport reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper regardless of the opinions and/or intentions of the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner/Airport reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner/Airport such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.
2. Owner shall provide as much advanced notice as possible, but not less than six (6) months, to the Cropper of any changes and/or modifications to the Premises and/or this Agreement as it affects the Cropper. Owner shall not unduly delay notification of any such change to the Premises and/or this Agreement.
3. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic. Cropper shall not erect any temporary structure that is greater than two (2) feet above ground level without written approval from the Airport Manager. Cropper shall not erect any permanent structure of any kind and/or any temporary structure greater than two (2) feet above ground level.
4. Cropper shall coordinate with the Airport Manager any activities that can/will/may create a smoke, dust, and/or debris hazard that extends to a height above five (5) feet above ground level. Tilling, disking, and/or plowing shall be excluded from this notification unless, in the opinion of the Cropper, a dust hazard shall be created.
5. This agreement is subordinate to the provisions of any existing or future agreements between the Airport/Owner and the United States government. The Airport/Owner is free to enter into such agreements without hindrance from the Cropper.

VIII. CROPPER IMPROVEMENTS

1. All improvements of any kind and nature that may be erected or established upon the Premises during the term of this agreement shall inure to the Premises, and becoming property of the Davenport Municipal Airport, at no expense to the Airport/Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Airport Manager.

IX. REPAIRS

1. Cropper shall pay the Owner for any damage on the Premises or on Airport land adjacent to the Premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

X. EXPENSES INCURRED WITHOUT OWNER'S CONSENT

1. No expense shall be incurred for or on account of the Owner/Airport without first obtaining the Owner's/Airport's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport, or the City of Davenport.

XI. TERMINATION FOR CAUSE

1. This Agreement may be terminated subject to this Section during its term by either party for just cause to include, but not limited to:

- a. Cropper has been determined to be the cause, or a contributing factor to the cause, of any airspace, runway, taxiway, and/or apron/ramp incident, accident, and/or incursion whether or not such incident, accident, and/or incursion results in, or may result in, injury, serious injury, and/or death and/or property damage. Termination for cause under this paragraph is at the discretion of the Airport with/or without concurrence of the FAA and does not require performance of notice and cure procedures described herein. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to immediately terminate this agreement under this Section, and agreement and acceptance under this Section to the forfeiture of any and all crops remaining on the Premises at the time of determination without any cost and/or expense to the Airport and/or Owner. Any and/or all crops that remain on the Premises shall immediately become the property of the Airport at no cost to the Airport and/or the Owner.
- b. Cropper has entered, crossed, and/or accessed any paved surface of the Airport, either on the airside of the Airport or the landside of the Airport, without prior written permission from the Airport Manager for any reason. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- c. Cropper has damaged and/or destroyed any Airport infrastructure (i.e. runway lighting, taxiway lighting, Runway End Identifier lighting, localizer antenna, glideslope antenna, AWOS antenna, runway concrete, taxiway concrete, etc.) Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- d. Cropper has entered and/or crossed between and/or damaged the Airport Localizer Antenna, Airport's Glideslope Antenna, and/or the Airport AWOS Antenna. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- e. Cropper has entered between, crossed between, and/or damaged any VASI (Visual Approach Slope Indicator) light array. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.

- f. Cropper has entered between, crossed between, and/or damaged in any way the Runway End Identifier (strobe) Light array. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
 - g. Cropper has crossed between and/or damaged in any way, the MALSR Approach Lighting system and the Airport runway and/or crossed between and/or damaged in any way, the individual light arrays of the MALSR system of the Airport. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
 - h. Cropper agrees to make its annual payment to the Owner the entire amount owed as described in Section II above on the date described in Section II above. Failure to make the prescribed payment as described in Section II above in a timely manner shall be grounds for Agreement termination at the end of the calendar year (December 31st).
 - i. Cropper – Failure to substantially perform any of its duties and obligations as herein set forth, with the exception of that described in Sections XII(1)(a)(b)(c)(d)(e)(f)(g) and (h) in a reasonable and timely manner. Cropper shall be subject to Section XI(2)(a).
 - j. Airport/Owner – Failure to substantially perform any of its duties and obligations as herein set forth in a reasonable and timely manner. Airport/Owner shall be subject to Section XI(2)(a).
2. This Agreement may be terminated for just cause as set forth in herein only after the following notice and cure procedure is followed:
- a. The aggrieved party shall give written notice to the other party specifically detailing the default, and if the default has not been substantially corrected within twenty (20) days after receipt of the notice, this Agreement shall terminate. However, if the nature of the duty or obligation is such that more than twenty (20) days are required for performance, said default party shall not be in default under this Agreement if said party begins performance within such twenty (20) day period and diligently prosecutes the same to completion.
3. The failure of the Owner and/or the Airport to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies regarding that specific instance only and shall not be deemed a waiver of a subsequent breach or default in any terms and conditions.
4. This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, the Cropper will yield possession of the Premises to the Owner without further demand or notice than is stated in this agreement, in as good condition as when the Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.
5. If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

XII. INSURANCE

1. Cropper shall carry the following coverages for its responsibilities under this agreement, including all of its employees only:

- a. Workers' Compensation Insurance, including Employer's Liability Insurance and Occupational Disease, covering all Cropper eligible employees for statutory Iowa benefits who perform any of the obligations assumed by the Cropper under this Agreement. The policy shall contain a broad form, all-states endorsement.
- b. Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, and personal injury. Deductibles on bodily injury are not acceptable. Coverage shall be not less than:
 1. Comprehensive General Liability in the amount of \$5,000,000 combined single limit. However, should the insurance industry and economic conditions change so that the Cropper cannot economically and reasonably obtain insurance in said amount, the Owner agrees to renegotiate said figure in good faith.
 2. Comprehensive Automobile Liability including non-owned auto for on-premises and off-premises operations in amount of \$1,000,000 combined single limit.
- c. The comprehensive general liability and automobile liability policies shall name the Owner as additionally insured. The Cropper insurance providers shall notify the Owner at least thirty (30) days in advance of cancelling any policy. Certificates of Insurance shall be provided to the Owner within ten (10) days of the Effective Date of this Contract and upon each subsequent insurance term.

XIII. NO AGENCY

1. Cropper shall not be an employee, department, agency, or entity of the Owner in any way, but shall be an independent contractor which provides services to the Owner as set forth herein.

XIV. ATTORNEY FEES AND COURT COSTS

1. If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

XV. ASSIGNMENT

1. Cropper shall not assign this Agreement or sublet the Premises or any portion thereof, without the prior written consent of the Airport Manager with the concurrence of the Owner, which consent may be withheld or conditioned in the Airport Manager's and/or the Owners' reasonable discretion. For purposes hereof, a change of control of the Cropper's interest in this Agreement which may include but is not limited to a transfer of greater than 1% of ownership of the Cropper and/or ownership of this Agreement shall constitute an assignment of this agreement.

2. Cropper shall not assign this Agreement or sublet the Premises or any portion thereof, to any entity of, subsidiary of, agency of, or parent company of, an enterprise, company, organization, or business of a foreign country. A foreign country shall be construed as any country other than the United States of America.

3. This Agreement shall be construed under the laws of the State of Iowa and it shall be binding on the assigns and/or successors in interest of the parties.

XVI. ADDITIONAL PROVISIONS

- a. Cropper accepts the premises in its present condition.
- b. Cropper shall not till or plant closer to the runways, taxiways and roadways than the distances shown on **Exhibit "A"**.
- c. Cropper shall keep all equipment at least three (3) feet away from storm drain inlets and other structures such as, but not limited to, sanitary sewer manholes.
- d. Cropper shall close and lock gates along the Davenport Municipal Airport boundary at the end of each day's work.
- e. Cropper shall not park equipment, store baled materials, or leave unattended property of the Cropper outside the Premises.
- f. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground and shall never cross the runway or taxiway pavement surface.
- g. Cropper shall provide copies of **Exhibits "A" and "B"** to all agents of the Cropper who assist the Cropper on the Premises.
- h. Cropper agrees to defend, indemnify and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.
- i. Owner reserves the right to enter upon said land to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access an equitable adjustment shall be made therefore.
- j. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

XVII. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, national origin or ancestry, age, sexual orientation, marital status, familial status, physical or mental disability, or political beliefs and affiliations. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, sex, national origin or ancestry, age, marital status, familial status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post it in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex, national origin or ancestry, age, sexual orientation, familial status, marital status, physical or mental disability, or political beliefs and affiliations.
 - c. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions and procedures developed by the City of Davenport.

XVIII. DEFINITIONS

Airside – Any area located within the Airport security fence that contains the runways, taxiways, apron and ramp areas, and parking areas used for the operation of aircraft for the intention of flight or parking of said aircraft. All airside areas are restricted to personnel that have been screened for security and purpose within said area.

Airspace – The designated area of sky above and surrounding an airport, typically classified into different "airspace classes" depending on the airport's traffic volume and complexity, where aircraft must follow specific rules and procedures set forth by the Federal Aviation Administration while taking off, landing, or maneuvering in the vicinity of the airport, with or without air traffic control (ATC) managing the movement of aircraft within this airspace.

Accident - An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death, injury, or serious injury, or in which the aircraft receives substantial damage.

Apron/Ramp – A dedicated space at an airport that acts as a parking pad for an aircraft. The ramp is typically paved for storing, holding, and tying down aircraft. Apron and Ramp shall be used interchangeably.

FAA – Federal Aviation Administration. Is a U.S. federal government agency within the U.S. Department of Transportation that regulates civil aviation in the United States and surrounding international waters. Its powers include air traffic control, certification of personnel and aircraft, setting standards for airports, and protection of U.S. assets during the launch or re-entry of commercial space vehicles.

Fatal injury - Any injury which results in death within 30 days of the accident.

Field Lighting – This light system includes runway lighting, taxiway lighting, and runway and taxiway signage lighting. This lighting can be controlled by the Pilot Control Lighting system located in the Vault in the Snow Removal Building. The windsock lighting system, to be included, is controlled by a photo cell located on the exterior of the west wall of the snow removal building. The localizer antenna, the AWOS antenna, and the Glideslope Antenna are controlled by the FAA, NOAA, and the FAA respectively and any outage requires notification of the Airport Manager for resolution.

FOD – Foreign objects and debris

Incident - An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Frangible – Is a device that is located at the base of an airport obstruction, lighting unit, and/or signage unit that allows the ability of such a structure or object to break, bend, or deform in a controlled manner upon impact. The goal is to minimize damage to an aircraft and reduce the risk of injuries during accidents. Frangible ensures that critical installations such as approach lights, elevated runway and taxiway lights, airfield guidance signs, wind direction indicators, or instrument landing systems (ILS) do not create a hazard. Frangibility standards reduce the likelihood of severe damage during a collision.

Incursion – Any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing, takeoff, and/or taxi of an aircraft. For the purpose of this Contract, the deciding factor of whether an incursion took place shall be whether the aircraft is/or was required to alter its course, trajectory, flight path, or taxi path to avoid an incident or accident on or around the airport, whether or not damage to property or death, injury, or serious injury has/will/or did occur.

Injury – Any injury that does not reach the level of serious injury

Landside – Any area located outside of the Airport security fence that allows access to the general public to include automobile parking lots, walkways, observation areas, and terminal lobby areas not listed as an airside area of the Airport.

MALSR – Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights. This is the FAA owned approach lighting system located at the North/West end of the Airport and on the North/West crossing of Slopertown Road. This lighting system provides a precision approach corridor to the runway during hours of darkness or during inclement weather.

NOTAMs – Notice to Airmen. This is an electronic database of notifications to pilots and ground personnel indicating the real-time and abnormal status to the establishment, condition, or change of any

facility, service, procedure or hazard of the Airport impacting every user utilizing a unique language using special characters to make communications more efficient.

Pilot-controlled lighting (PCL) - Also known as aircraft radio control of aerodrome lighting (ARCAL) or pilot-activated lighting (PAL), is a system that allows aircraft pilots to control the lighting of an airport or airfield's approach lights, runway edge lights, and taxiways via radio.

Serious Injury - Any injury which:

- (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- (3) causes severe hemorrhages, nerve, muscle, or tendon damage;
- (4) involves any internal organ; or
- (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Ramp/Apron – A dedicated space at an airport that acts as a parking pad for an aircraft. The ramp is typically paved for storing, holding, and tying down aircraft. Apron and Ramp shall be used interchangeably.

REIL – Runway End Identifier Light. A lighting system that consists of a synchronized pair of flashing lights on each side of the runway threshold. This system provides a rapid and positive identification of the approach end of a runway.

Runway – An elongated, rectangular surface designated for the landing and takeoff of an aircraft. Runways may be human-made surfaces, often asphalt, concrete, or a mixture of both, or a natural surface such as grass, dirt, gravel, ice, sand, or salt.

Substantial damage - Damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component.

Taxiway – A designated pathway on an airport's surface, used for the movement of aircraft across the airport infrastructure. It connects of various parts of the airport, including runways, ramps (aprons), hangars, terminals, and other essential facilities.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Neal Keppy
CNC Ag LLC

Cropper Mailing Address:
Street: _____

City, State, Zip: _____
Davenport, IA 52806

Telephone #: _____

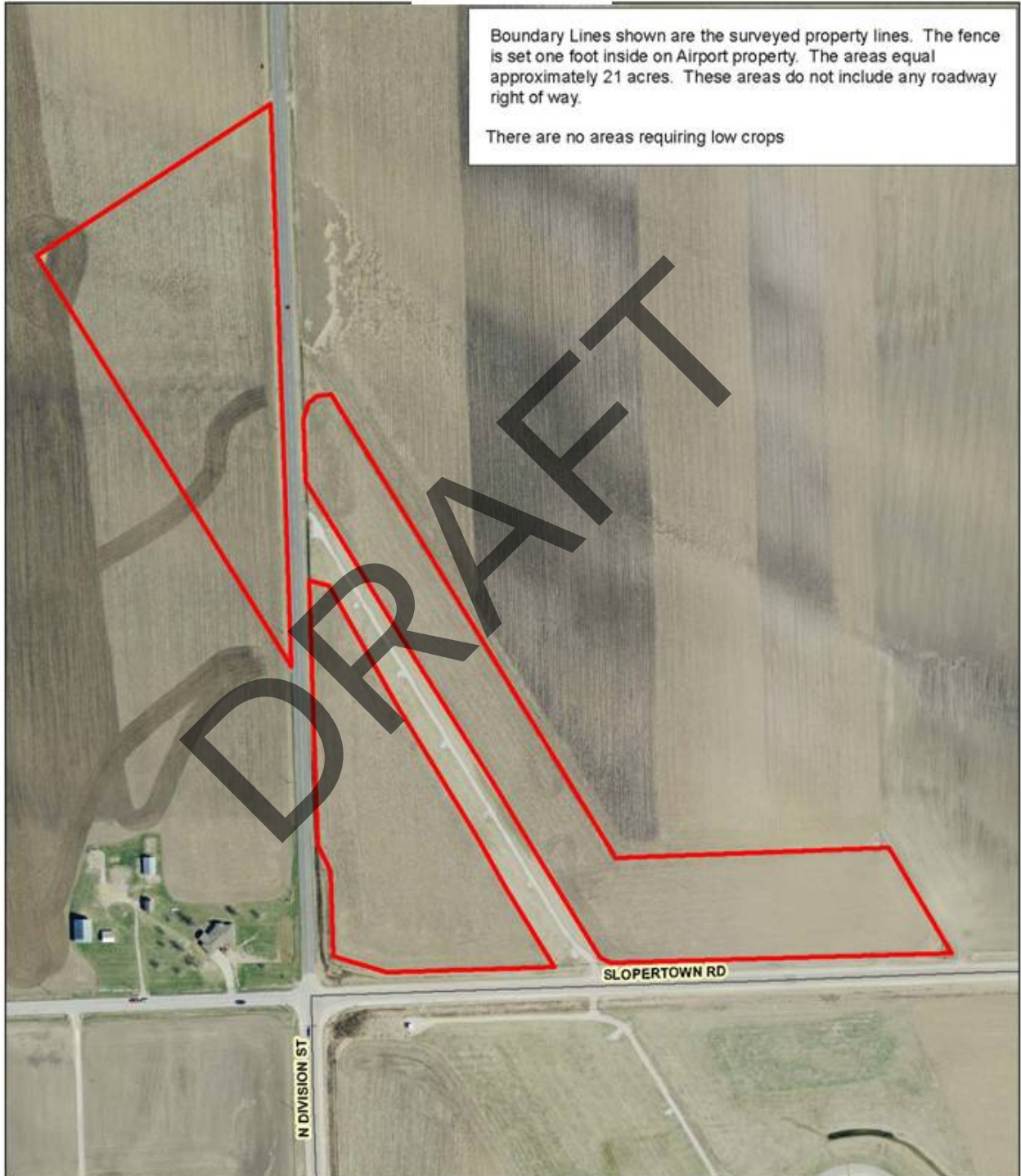
City of Davenport

City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street
Davenport, Iowa 52807

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Exhibit A Farmland Section A



0 75 150 300 450
Feet

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

DAVENPORT MUNICIPAL AIRPORT

AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DAVENPORT MUNICIPAL AIRPORT
AGRICULTURAL AGREEMENT
(WEST FARM LAND)**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

CNC AG LLC

January 1, 2026 through December 31, 2030

DAVENPORT MUNICIPAL AIRPORT AGRICULTURAL AGREEMENT (WEST FARM LAND)

THIS AGREEMENT is made between the Davenport Municipal Airport ("Airport"), whose address for the purpose of this agreement is 9230 North Harrison Street, Davenport, Iowa 52806, an entity of the City of Davenport, Iowa, ("Owner"), whose address for the purpose of this agreement is 226 West Fourth Street, Davenport, Iowa 52801, and CNC Ag LLC, ("Cropper") whose address for the purpose of this agreement is 13258 Slopertown Road, Davenport, Iowa 52806.

WITNESSETH

WHEREAS, the Airport is located at 9230 North Harrison Street, Davenport, Iowa, 52806, and;

WHEREAS, the Airport must comply with all Federal Aviation Administration (FAA) rules, regulations, and directives in the management and operations of the Airport, and;

WHEREAS, the Airport must comply with all Iowa Department of Transportation, Aviation Bureau rules, regulations, and directives in the management and operations of the Airport, and;

WHEREAS, the Owner desires to contract with the Cropper to cultivate the farmland of the Airport as specifically set forth herein, and;

WHEREAS, the Cropper desires to assume the duties of the Cropper to cultivate the farmland of the Airport for the Owner as specifically set forth herein.

NOW THEREFORE, in consideration of the payment from the Cropper to the Owner as herein provided, and in consideration of the mutual covenants herein contained, it is agreed as follows:

I. PREMISES AND TERM

1. Owner grants to the Cropper the following described real estate situated in Scott County, Iowa (the "Premises"), containing 133.5 acres, more or less, with possession by the Cropper to commence on January 1, 2026, and end on December 31, 2030. The premises consist of tillable land only. The Premises does not include airshow road, airshow area, grass swale, detention basin, and airshow equipment storage pad. In the event that possession cannot be delivered on or before January 1, 2026, Cropper may terminate this agreement by giving Owner notice in writing. See attached Exhibit "A", Farmland Section B

II. PAYMENT

1. Cropper shall pay to the Owner as payment for use of the Premises an annual cash payment of \$48,060.00, at a rate of \$360.00 per acre. Unless otherwise agreed, payment shall be made to the Owner in one lump sum on or before December 15th of each year covered by this agreement, at the address above or at such other place as owner may direct in writing.

2. Participation of this land in any program offered by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of the program, and the division of farm program payments requires the Owner's consent.

III. COMMUNICATIONS AND COORESPONDANCE

1. The Cropper shall communicate with the Airport Manager directly via telephone, email, and/or written correspondence for all communications. In the event the Cropper does not receive a response via telephone, email, or written correspondence within fourteen (14) days, the Cropper shall be allowed to elevate communications to the Director of Public Works. Any communications that do not comply with this paragraph (i.e. contact Airport Manager first) will receive a response of, "Does not comply with Section III COMMUNICATIONS AND COORESPONDANCE, Paragraph 1".

2. All written notices to be given with respect to this document shall be in writing, shall be sent by certified mail, postage prepaid, and return receipt requested, to the party to be notified at the address set forth herein or at such address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be postmarked by the United States Postal Service in a manner prescribed herein. Nothing contained herein shall be construed to prohibit personal service of any notice in this manner prescribed for personal service of an original notice or other legal process.

IV. INPUT COSTS AND EXPENSES

1. Cropper shall prepare the premises and plant crops in a timely fashion as may be determined by the Cropper. Cropper shall only be entitled to till those portions of the Premises that have been tilled previously. All necessary equipment, as well as labor, necessary to carry out the terms of this agreement shall be furnished by and at the expense of the Cropper. The following materials, in the amounts required by good husbandry, shall be acquired by the Cropper and paid for by the parties as follows:

	<u>% Owner</u>	<u>% Cropper</u>
Commercial fertilizer	0	100
Lime and trace minerals	0	100
Herbicides	0	100
Insecticides	0	100
Seeds	0	100
Seed cleaning	0	100
Harvesting/shelling expense	0	100
Grain drying expense	0	100
Grain storage	0	100

V. PROPER HUSBANDRY

1. Cropper shall farm the Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. Cropper shall timely control all weeds, including noxious weeds, throughout the Premises. Cropper shall do whatever is reasonably necessary to control soil erosion and abstain from any practice that will cause damage to the Premises or the Airport land adjacent to the Premises.

VI. ENVIRONMENTAL

1. To the best of Owner's knowledge to date: (a) neither Owner nor Owner's former Croppers are subject to any investigation concerning the Premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, air emissions, or other environmental matters, and all zoning and other land use matters, (b) any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the Premises has been in compliance with all applicable federal, state and local codes, rules and regulations, (c) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the Premises, and (d) the soil, groundwater, and soil vapor on or under the Premises is free of toxic or hazardous substances except for chemicals (including without limitation to fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.
2. Owner shall hold the Cropper harmless against any liability for removing solid waste disposal sites existing at the execution of this agreement with the exception that the Cropper shall be liable for removal of solid waste disposal sites to the extent that the Cropper created or contributed solid waste disposal at any time.
3. Owner shall assume liability and shall indemnify and hold the Cropper harmless against any liability or expense arising from a condition that existed, whether known or unknown, at the time of the execution of this agreement which is not the result of actions of the Cropper or which arises after the date of execution but which is not a result of the actions of the Cropper.
4. Cropper shall comply with all applicable environmental laws covering application, storage and handling of chemicals (including, without limitation to, herbicides and insecticides) and fertilizers. Cropper shall apply chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises.
5. Cropper shall be responsible to employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing agreements. Cropper shall not dispose of waste oil, tires, batteries, paint or other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Cropper shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.
6. Cropper shall immediately notify the Owner of any chemical discharge, leak, or spill that occurs on the Premises. Cropper shall assume liability and shall indemnify and hold the Owner harmless for any claim or violation of standards that result from the Cropper's use of the premises.
7. Cropper shall comply with the City of Davenport Ordinances regarding the burning of any material on Airport property. When "burn bans" are not in effect through the City of Davenport, Cropper will request permission to burn materials from the Airport Manager prior to burning such materials.
8. Cropper shall assume defense of all claims, except claims resulting from the Owner's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, the Cropper shall remain liable for violations that occurred during the term of this agreement.

VII. AIRPORT DEVELOPMENT AND REPAIRS

1. Owner/Airport reserves the right to develop or modify the Davenport Municipal Airport, including the Premises, without interference or hindrance from the Cropper regardless of the opinions and/or intentions of the Cropper. In the event the Premises, in whole or part, is required for other purposes, the Owner/Airport reserves the right to take the same. An equitable adjustment shall be made between the parties for any crop damage, loss or diminution in the acreage of the Premises, or similar damages that arise as a result of development or modification by the Owner/Airport such as will make the Cropper whole yet otherwise be consistent with the other provisions of this agreement.
2. Owner shall provide as much advanced notice as possible, but not less than six (6) months, to the Cropper of any changes and/or modifications to the Premises and/or this Agreement as it affects the Cropper. Owner shall not unduly delay notification of any such change to the Premises and/or this Agreement.
3. Owner reserves the right to take any action to protect aerial approaches of the Davenport Municipal Airport from obstruction, together with the right to prevent the Cropper from erecting, or permitting to be erected, any building or structure that would limit the usefulness of the airport or constitute a hazard to aircraft or air traffic. Cropper shall not erect any temporary structure that is greater than two (2) feet above ground level without written approval from the Airport Manager. Cropper shall not erect any permanent structure of any kind and/or any temporary structure greater than two (2) feet above ground level.
4. Cropper shall coordinate with the Airport Manager any activities that can/will/may create a smoke, dust, and/or debris hazard that extends to a height above five (5) feet above ground level. Tilling, disking, and/or plowing shall be excluded from this notification unless, in the opinion of the Cropper, a dust hazard shall be created.
5. This agreement is subordinate to the provisions of any existing or future agreements between the Airport/Owner and the United States government. The Airport/Owner is free to enter into such agreements without hindrance from the Cropper.

VIII. CROPPER IMPROVEMENTS

1. All improvements of any kind and nature that may be erected or established upon the Premises during the term of this agreement shall inure to the Premises, and becoming property of the Davenport Municipal Airport, at no expense to the Airport/Owner upon termination of the agreement, unless the Owner has agreed in writing prior to such establishment that the Cropper may remove the improvement at the end of the agreement. No improvement shall be made without prior written approval of the Airport Manager.

IX. REPAIRS

1. Cropper shall pay the Owner for any damage on the Premises or on Airport land adjacent to the Premises caused by the Cropper to fences, structures, structure markers, runway lights, taxiway lights, grassy areas, signs and similar items. Owner shall notify the Cropper of the damage and may make the necessary repairs. Owner shall then submit an invoice to the Cropper who shall make all payments within thirty (30) days from the date of the invoice.

X. EXPENSES INCURRED WITHOUT OWNER'S CONSENT

1. No expense shall be incurred for or on account of the Owner/Airport without first obtaining the Owner's/Airport's written authorization. Cropper shall take no actions that might cause a mechanic's lien to be imposed upon the premises, Davenport Municipal Airport, or the City of Davenport.

XI. QUAD CITY AIRSHOW

1. Cropper agrees to allow the Quad City Airshow (QCAS) Promoter, Flight Director, and their designated staff access to the Premises as described herein for the purpose of the installation, operation, and removal of QCAS materials and equipment necessary for the annual airshow performance.

2. Cropper agrees to allow the QCAS use of an area of land transitioning through the Premises approximately 3,500 feet long by 40 feet wide, more or less, running parallel to the Airport's primary runway (Runway 15/33), in an area designated by the QCAS Flight Director. The QCAS Flight Director shall provide GPS coordinates of the area required to the Cropper so the Cropper may choose to, or not to plant in the designated area at the Cropper's discretion. Coordination of the location, equipment, materials, and/or any method of installation thereof shall be between the QCAS Promoter and/or Flight Director and the Cropper prior to the planting of that year's crop. All coordination, negotiations, and/or agreements shall be the sole responsibility of the Cropper and the QCAS Promoter and/or Flight Director.

3. Croppers contact information shall be provided by the Airport Manager to the QCAS Promoter and Flight Director for the purpose of coordinating the areas needed by the QCAS for the three (3) week setup, two (2) day performance, and two (2) week cleanup periods required annually.

XII. TERMINATION FOR CAUSE

1. This Agreement may be terminated subject to this Section during its term by either party for just cause to include, but not limited to:

- a. Cropper has been determined to be the cause, or a contributing factor to the cause, of any airspace, runway, taxiway, and/or apron/ramp incident, accident, and/or incursion whether or not such incident, accident, and/or incursion results in, or may result in, injury, serious injury, and/or death and/or property damage. Termination for cause under this paragraph is at the discretion of the Airport with/or without concurrence of the FAA and does not require performance of notice and cure procedures described herein. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to immediately terminate this agreement under this Section, and agreement and acceptance under this Section to the forfeiture of any and all crops remaining on the Premises at the time of determination without any cost and/or expense to the Airport and/or Owner. Any and/or all crops that remain on the Premises shall immediately become the property of the Airport at no cost to the Airport and/or the Owner.
- b. Cropper has entered, crossed, and/or accessed any paved surface of the Airport, either on the airside of the Airport or the landside of the Airport, without prior written permission from the Airport Manager for any reason. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.

- c. Cropper has damaged and/or destroyed any Airport infrastructure (i.e. runway lighting, taxiway lighting, Runway End Identifier lighting, localizer antenna, glideslope antenna, AWOS antenna, runway concrete, taxiway concrete, etc.) Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- d. Cropper has entered and/or crossed between and/or damaged the Airport Localizer Antenna, Airport's Glideslope Antenna, and/or the Airport AWOS Antenna. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- e. Cropper has entered between, crossed between, and/or damaged any VASI (Visual Approach Slope Indicator) light array. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- f. Cropper has entered between, crossed between, and/or damaged in any way the Runway End Identifier (strobe) Light array. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- g. Cropper has crossed between and/or damaged in any way, the MALSR Approach Lighting system and the Airport runway and/or crossed between and/or damaged in any way, the individual light arrays of the MALSR system of the Airport. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- h. Cropper has been determined to be the cause, or a contributing factor to the cause of a delay, postponement, and/or cancellation of one (1) or more Quad City Airshow performances or practices due to the Croppers unwillingness to provide the requested Premises usage as described under Section XI. Acceptance by the Cropper of this Agreement shall be construed as an agreement and acceptance to terminate this agreement under this Section at the end of the calendar year or when the current calendar year crops have been harvested, whichever occurs first.
- i. Cropper agrees to make its annual payment to the Owner the entire amount owed as described in Section II above on the date described in Section II above. Failure to make the prescribed payment as described in Section II above in a timely manner shall be grounds for Agreement termination at the end of the calendar year (December 31st).
- j. Cropper – Failure to substantially perform any of its duties and obligations as herein set forth, with the exception of that described in Sections XII(1)(a)(b)(c)(d)(e)(f)(g)(h) and (i) in a reasonable and timely manner. Cropper shall be subject to Section XII(2)(a).

- k. Airport/Owner – Failure to substantially perform any of its duties and obligations as herein set forth in a reasonable and timely manner. Airport/Owner shall be subject to Section XII(2)(a).
2. This Agreement may be terminated for just cause as set forth in herein only after the following notice and cure procedure is followed:
- a. The aggrieved party shall give written notice to the other party specifically detailing the default, and if the default has not been substantially corrected within twenty (20) days after receipt of the notice, this Agreement shall terminate. However, if the nature of the duty or obligation is such that more than twenty (20) days are required for performance, said default party shall not be in default under this Agreement if said party begins performance within such twenty (20) day period and diligently prosecutes the same to completion.
3. The failure of the Owner and/or the Airport to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies regarding that specific instance only and shall not be deemed a waiver of a subsequent breach or default in any terms and conditions.
4. This agreement shall not automatically renew upon expiration. The parties agree termination of this agreement shall be pursuant to the "mere cropper" provisions of Iowa Code §562.6; more specifically because this agreement fixes a termination date, the tenancy shall cease on that date without notice from the Owner to the Cropper. Cropper agrees that on the termination date of this agreement, the Cropper will yield possession of the Premises to the Owner without further demand or notice than is stated in this agreement, in as good condition as when the Cropper first entered upon the Premises, without reservation of any right or claim as to the Premises beyond the termination date.
5. If either party violates the terms of this agreement, the other may pursue the legal and equitable remedies to which each is entitled.

XIII. INSURANCE

1. Cropper shall carry the following coverages for its responsibilities under this agreement, including all of its employees only:
- a. Workers' Compensation Insurance, including Employer's Liability Insurance and Occupational Disease, covering all Cropper eligible employees for statutory Iowa benefits who perform any of the obligations assumed by the Cropper under this Agreement. The policy shall contain a broad form, all-states endorsement.
 - b. Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, and personal injury. Deductibles on bodily injury are not acceptable. Coverage shall be not less than:
 - 1. Comprehensive General Liability in the amount of \$5,000,000 combined single limit. However, should the insurance industry and economic conditions change so that the Cropper cannot economically and reasonably obtain insurance in said amount, the Owner agrees to renegotiate said figure in good faith.

2. Comprehensive Automobile Liability including non-owned auto for on-premises and off-premises operations in amount of \$1,000,000 combined single limit.
- c. The comprehensive general liability and automobile liability policies shall name the Owner as additionally insured. The Cropper insurance providers shall notify the Owner at least thirty (30) days in advance of cancelling any policy. Certificates of Insurance shall be provided to the Owner within ten (10) days of the Effective Date of this Contract and upon each subsequent insurance term.

XIV. NO AGENCY

1. Cropper shall not be an employee, department, agency, or entity of the Owner in any way, but shall be an independent contractor which provides services to the Owner as set forth herein.

XV. ATTORNEY FEES AND COURT COSTS

1. If either party files lawsuit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

XVI. ASSIGNMENT

1. Cropper shall not assign this Agreement or sublet the Premises or any portion thereof, without the prior written consent of the Airport Manager with the concurrence of the Owner, which consent may be withheld or conditioned in the Airport Manager's and/or the Owners' reasonable discretion. For purposes hereof, a change of control of the Cropper's interest in this Agreement which may include but is not limited to a transfer of greater than 1% of ownership of the Cropper and/or ownership of this Agreement shall constitute an assignment of this agreement.
2. Cropper shall not assign this Agreement or sublet the Premises or any portion thereof, to any entity of, subsidiary of, agency of, or parent company of, an enterprise, company, organization, or business of a foreign country. A foreign country shall be construed as any country other than the United States of America.
3. This Agreement shall be construed under the laws of the State of Iowa and it shall be binding on the assigns and/or successors in interest of the parties.

XVII. ADDITIONAL PROVISIONS

- a. Cropper accepts the premises in its present condition.
- b. Cropper shall not till or plant closer to the runways, taxiways and roadways than the distances shown on **Exhibit "A"**. The area between the crops and the runway is grass that is mowed by airport personnel. A 25 foot wide strip of grass immediately adjacent to the crops may be used by the Cropper for equipment movement. The Croppers shall not use this 25 foot wide strip for any other purpose, and shall not use for any purpose, any of the grass between the 25 foot wide grass strip and the runways.

- c. Cropper shall keep all equipment at least three (3) feet away from storm drain inlets and other structures such as, but not limited to, sanitary sewer manholes.
- d. Cropper shall not use the Low Crop area shown on Exhibit "A" for any crop that will exceed three (3) feet in height when mature.
- e. Cropper shall close and lock gates along the Davenport Municipal Airport boundary at the end of each day's work.
- f. Cropper shall not park equipment, store baled materials, or leave unattended property of the Cropper outside the Premises.
- g. Cropper and Cropper's agents shall yield the right-of-way to all aircraft in the air or on the ground and shall never cross the runway or taxiway pavement surface.
- h. Cropper shall provide copies of **Exhibits "A" and "B"** to all agents of the Cropper who assist the Cropper on the Premises.
- i. Cropper agrees to defend, indemnify and otherwise hold harmless the Owner, its officials, agents and employees, from any and all liability for claims of damages to property or persons caused or contributed to by the negligence of the Cropper arising out of the agricultural operations, or the clearing of land to include, but not limited to tree removal in preparation for agricultural operations, contemplated by this agreement on the Premises or on other airport land adjacent to the Premises.
- j. Owner reserves the right to enter upon said land to inspect, show, survey, make repairs, make improvements, or for any other lawful purpose arising from the ownership of the premises so long as it does not interfere with the rights of the Cropper as provided in this agreement. If damage should occur as a result of the Owner's use of the right of access an equitable adjustment shall be made therefore.
- k. This agreement does not include the use of the Davenport Municipal Airport's facilities, such as buildings, water and electrical services, or other amenities, unless prior written arrangements have been made with the Owner.

XVIII. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, national origin or ancestry, age, sexual orientation, marital status, familial status, physical or mental disability, or political beliefs and affiliations. The contractor will take affirmative action to ensure that applicants are employees, and that employees are treated during employment, without regard to their race, creed, religion, sex, national origin or ancestry, age, marital status, familial status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post it in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex, national origin or ancestry, age, sexual orientation, familial status, marital status, physical or mental disability, or political beliefs and affiliations.
- c. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions and procedures developed by the City of Davenport.

XIX. DEFINITIONS

Airside – Any area located within the Airport security fence that contains the runways, taxiways, apron and ramp areas, and parking areas used for the operation of aircraft for the intention of flight or parking of said aircraft. All airside areas are restricted to personnel that have been screened for security and purpose within said area.

Airspace – The designated area of sky above and surrounding an airport, typically classified into different "airspace classes" depending on the airport's traffic volume and complexity, where aircraft must follow specific rules and procedures set forth by the Federal Aviation Administration while taking off, landing, or maneuvering in the vicinity of the airport, with or without air traffic control (ATC) managing the movement of aircraft within this airspace.

Accident - An occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death, injury, or serious injury, or in which the aircraft receives substantial damage.

Apron/Ramp – A dedicated space at an airport that acts as a parking pad for an aircraft. The ramp is typically paved for storing, holding, and tying down aircraft. Apron and Ramp shall be used interchangeably.

FAA – Federal Aviation Administration. Is a U.S. federal government agency within the U.S. Department of Transportation that regulates civil aviation in the United States and surrounding international waters. Its powers include air traffic control, certification of personnel and aircraft, setting standards for airports, and protection of U.S. assets during the launch or re-entry of commercial space vehicles.

Fatal injury - Any injury which results in death within 30 days of the accident.

Field Lighting – This light system includes runway lighting, taxiway lighting, and runway and taxiway signage lighting. This lighting can be controlled by the Pilot Control Lighting system located in the Vault in the Snow Removal Building. The windsock lighting system, to be included, is controlled by a photo

cell located on the exterior of the west wall of the snow removal building. The localizer antenna, the AWOS antenna, and the Glideslope Antenna are controlled by the FAA, NOAA, and the FAA respectively and any outage requires notification of the Airport Manager for resolution.

FOD – Foreign objects and debris

Incident - An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Frangible – Is a device that is located at the base of an airport obstruction, lighting unit, and/or signage unit that allows the ability of such a structure or object to break, bend, or deform in a controlled manner upon impact. The goal is to minimize damage to an aircraft and reduce the risk of injuries during accidents. Frangible ensures that critical installations such as approach lights, elevated runway and taxiway lights, airfield guidance signs, wind direction indicators, or instrument landing systems (ILS) do not create a hazard. Frangibility standards reduce the likelihood of severe damage during a collision.

Incursion – Any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing, takeoff, and/or taxi of an aircraft. For the purpose of this Contract, the deciding factor of whether an incursion took place shall be whether the aircraft is/or was required to alter its course, trajectory, flight path, or taxi path to avoid an incident or accident on or around the airport, whether or not damage to property or death, injury, or serious injury has/will/or did occur.

Injury – Any injury that does not reach the level of serious injury

Landside – Any area located outside of the Airport security fence that allows access to the general public to include automobile parking lots, walkways, observation areas, and terminal lobby areas not listed as an airside area of the Airport.

MALSR – Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights. This is the FAA owned approach lighting system located at the North/West end of the Airport and on the North/West crossing of Slopertown Road. This lighting system provides a precision approach corridor to the runway during hours of darkness or during inclement weather.

NOTAMs – Notice to Airmen. This is an electronic database of notifications to pilots and ground personnel indicating the real-time and abnormal status to the establishment, condition, or change of any facility, service, procedure or hazard of the Airport impacting every user utilizing a unique language using special characters to make communications more efficient.

Pilot-controlled lighting (PCL) - Also known as aircraft radio control of aerodrome lighting (ARCAL) or pilot-activated lighting (PAL), is a system that allows aircraft pilots to control the lighting of an airport or airfield's approach lights, runway edge lights, and taxiways via radio.

Serious Injury - Any injury which:

- (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- (3) causes severe hemorrhages, nerve, muscle, or tendon damage;
- (4) involves any internal organ; or
- (5) involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Ramp/Apron – A dedicated space at an airport that acts as a parking pad for an aircraft. The ramp is typically paved for storing, holding, and tying down aircraft. Apron and Ramp shall be used interchangeably.

REIL – Runway End Identifier Light. A lighting system that consists of a synchronized pair of flashing lights on each side of the runway threshold. This system provides a rapid and positive identification of the approach end of a runway.

Runway – An elongated, rectangular surface designated for the landing and takeoff of an aircraft. Runways may be human-made surfaces, often asphalt, concrete, or a mixture of both, or a natural surface such as grass, dirt, gravel, ice, sand, or salt.

Substantial damage - Damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component.

Taxiway – A designated pathway on an airport's surface, used for the movement of aircraft across the airport infrastructure. It connects of various parts of the airport, including runways, ramps (aprons), hangars, terminals, and other essential facilities.

Signatures on next page:

Notices shall be by certified U.S. mail to the Cropper's last known address.

Dated this _____ day of _____, 20____.

By: _____
Cropper, Neal Keppy
CNC Ag LLC

Cropper Mailing Address:
Street: 13258 Slopertown Road

City, State, Zip: Davenport, IA 52806

Telephone #: _____

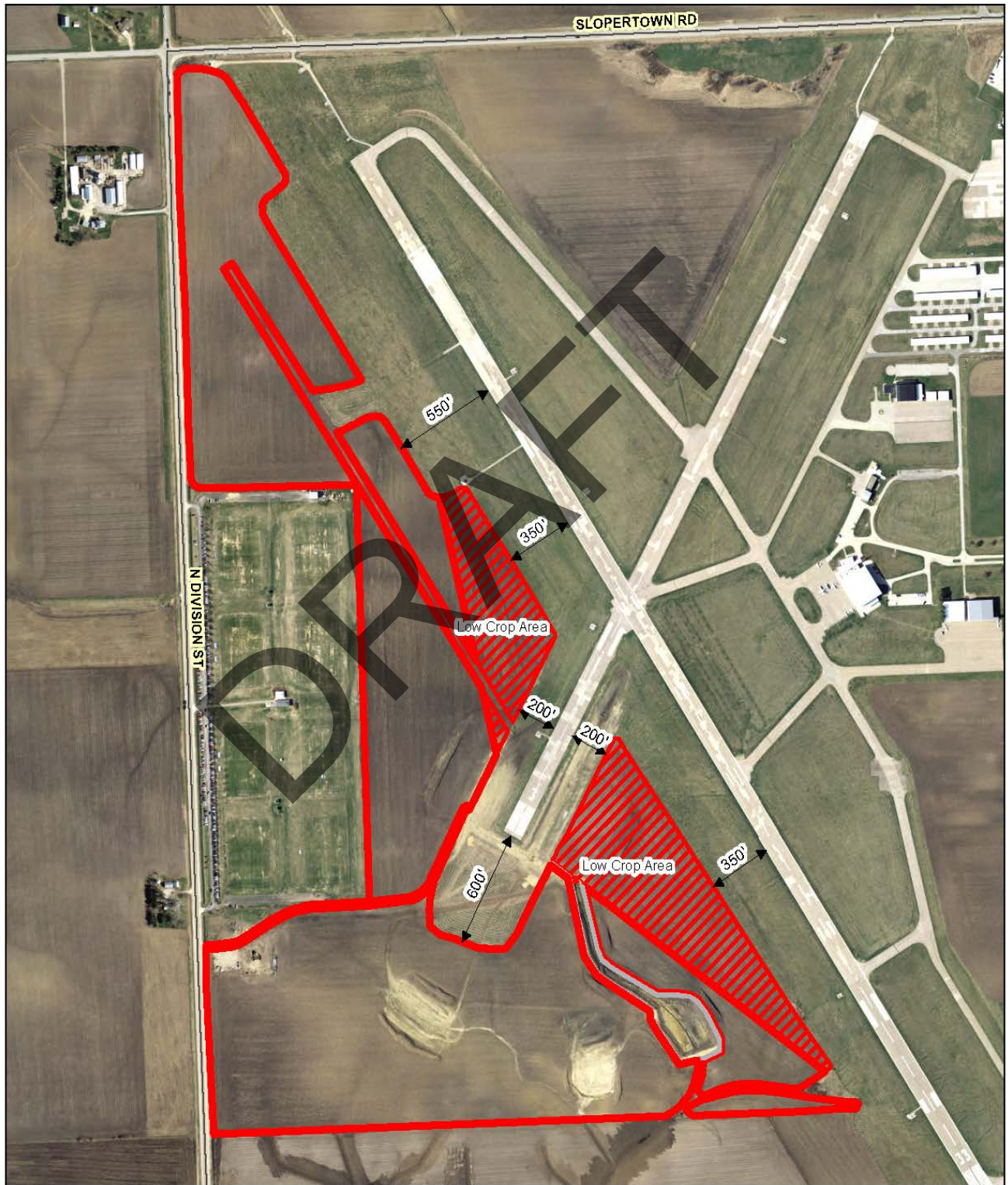
City of Davenport

City of Davenport

By: _____
Thomas P. Vesalga, Airport Manager
Davenport Municipal Airport
1200 E 46th Street
Davenport, Iowa 52807

By: _____
Michael J. Matson, Mayor
226 West 4th Street
Davenport, Iowa 52801

Davenport Municipal Airport Exhibit A Farmland Section B



0 250 500 1,000 1,500
Feet

Private parties utilizing City GIS data do so at their own risk.
The City of Davenport will not be responsible for any costs
or liabilities incurred due to any differences between
information provided and actual physical conditions.

DAVENPORT MUNICIPAL AIRPORT

AGRICULTURAL AGREEMENT

EXHIBIT B

NOTICE

1. Do not operate any equipment on the grass between the crops and the runways except for a twenty (20) foot strip of grass immediately adjacent to the crops.
2. Stay at least three (3) feet away from storm drain inlets and other structures, such as sanitary sewer manholes.
3. Park equipment in the designated premises only.
4. Yield to all aircraft in the air or on the ground and never cross a runway or taxiway.
5. Notify owner of any damage caused by Cropper's equipment.

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
8/13/2025

Subject:

Resolution accepting the 2025-2026 (year three of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$439,000 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This is the final year of a three-year grant agreement. The AmeriCorps grant is administered by the City of Davenport Parks and Recreation Department and allocates approximately 50 AmeriCorps members to serve over 25,000 hours in the community.

Attachments:

1. Resolution
2. Grant Agreement Template

Resolution No. _____

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION accepting the 2025-2026 (year three of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$439,000 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department.

WHEREAS, it is important to the operations of the City of Davenport to establish and maintain collaborative partnerships; and

WHEREAS, service is central to these partnerships between Davenport Parks and Recreation, Common Chord, and The Putnam Museum; and

WHEREAS, the AmeriCorps Program grant provides these much-needed volunteer positions; and

WHEREAS, it is necessary to enter into and accept the AmeriCorps Program grant from the Corporation for National and Community Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 2025-2026 (year three of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$439,000 is hereby accepted; and

BE IT FURTHER RESOLVED that the Finance Director or designee is hereby authorized to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**IOWA COMMISSION ON VOLUNTEER SERVICE
AMERICORPS GRANT AGREEMENT**

GRANTEE: «Agency_Name»
GRANT NUMBER: «Grant_Number»
PROGRAM NAME: «Program_Name»
GRANT AGREEMENT PERIOD: «Start_Date»- «Original_Completion_Date»
TOTAL MAXIMUM GRANT AMOUNT: «Grant_Agreement_Amount»
GRANT TYPE: «Grant_Type»
FEDERAL PRIME GRANT & TYPE: «Federal_Prime_Number»
(«Prime_Funding_Type»)
FEDERAL PRIME AWARD DATE: «Federal_Prime_Award_Date»

This AmeriCorps Grant Agreement is made by and between the Iowa Commission on Volunteer Service, 321 E 12th St., Des Moines, Iowa 50319 ("Commission" or "Volunteer Iowa"), an agency of the State of Iowa, and «Agency_Name» ("Grantee"), «Address», «City_State_Zip», «Agency_Type».

WHEREAS the Commission is designated to receive, administer and disburse AmeriCorps State and National grant funds; and

WHEREAS the Commission desires to disburse grant funds to the Grantee for eligible purposes primarily addressing community needs identified in the Grant Application; and

WHEREAS the Grantee submitted an application for funding to the Commission and the Commission has approved the application; and

WHEREAS, in approving the application, the Commission has relied upon the representations of the proposed Program activities; management and financial condition of the Grantee; investment of other Grantee funds; and other material information contained therein; and

WHEREAS the Grantee has certified to the Commission that the primary purpose for obtaining AmeriCorps funds is to make a significant impact in the community while providing a meaningful service opportunity for the AmeriCorps members;

NOW, THEREFORE, the Grantee accepts this grant upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **ACT.** "Act" means the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), as amended by the Serve America Act, (42 U.S.C. S.12501 et seq.).

1.2 **GRANT AGREEMENT or AGREEMENT.** "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and

incorporated by reference. The Grant Agreement is the legal agreement by which the Commission makes subawards of AmeriCorps funding to the Grantee. The Grantee is the subrecipient and the Commission is the pass-through entity.

- a) **Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal Award received by the pass-through entity. A subaward may be provided through any form of legal agreement.
- b) **Subrecipient** means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

1.3 **PROGRAM.** “Program” means the detailed description of the program activities, interventions, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the AmeriCorps State and National application approved by the Corporation for National and Community Service (“Corporation” or “AMERICORPS”) and the Commission, as authorized by the National and Community Service Act of 1990, as amended.

1.4 **GRANT AGREEMENT PERIOD, EFFECTIVE DATE, & COMPLETION DATE.** “Grant Agreement Period” is the period in which the Agreement is in force and effect. The first date of the Grant Agreement Period is considered the Effective Date (or start date) of the Agreement and the last date is considered the Completion Date (or end date). The Grant Agreement Period is aligned with the one-year Budget Period for the federal subaward, but the Grant Agreement Period may not cover the full Period of Performance for the federal subaward, which may be one to three years. The Agreement expires upon the occurrence of one of the following: a) Program tasks have been fully accomplished including fulfillment of the obligations identified in Article 6 as of the end date of the grant agreement period; or b) the Agreement is terminated by Volunteer Iowa due to any default under Article 8.1; or c) the Agreement is terminated in accordance with the provisions set forth in Article 10.3. Except in limited circumstances, the Grant Agreement Period Completion Date will not be extended beyond 90 (ninety) days past the original Grant Agreement Period Completion Date.

- a) **Period of performance** means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- b) **Budget period** means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

1.5 **GRANT TYPE.** “Grant Type” refers to the category of grant award provided. AmeriCorps grants may be either Cost Reimbursement or Fixed Amount types; the type of grant determines certain budget and financial management responsibilities of the grantee.

- a) **Cost Reimbursement** grants include a formal matching requirement and require the submission of a budget and financial reports. For Cost Reimbursement Grantees AMERICORPS funds a portion of program operating costs, member costs (if applicable), and administrative expenses; funding is not directly dependent upon recruitment and

retention of AmeriCorps members. Planning grants are a type of cost reimbursement grant that does not include any member funding.

- b) **Fixed Amount** Grants provide a fixed amount of funding per Member Service Year (MSY) that is substantially lower than the amount required to operate the program. Organizations use their own or other resources to cover the remaining costs. Fixed Amount programs are not required to submit detailed budgets or financial reports, there is no specific match requirement, and programs are not required to track and maintain documentation of match. However, AMERICORPS provides only a portion of the cost of running the program and organizations must raise the additional resources needed to run the fixed amount program. Fixed Amount Programs can access all of the AmeriCorps grant funds, provided they recruit (in the case of Education Award Program or "EAP") or retain (in the case of full-cost Fixed Amount programs) the members supported under the grant based on the MSY level awarded. Professional Corps programs applying for operational funding through a Fixed Amount Grant must submit a budget in support of their request for operational funds.

1.6 FUNDING TYPE. "Funding Type" refers to whether the program is funded out of the portion of AMERICORPS funds that are provided to the state according to a population-based formula (Formula) or out of the portion of AMERICORPS funds that are awarded to states on a competitive basis (Competitive). The funds are awarded to Volunteer Iowa in a prime grant and each Iowa AmeriCorps State Program is awarded out of the Commission's prime grant.

1.7 ALLOWABLE COSTS. "Allowable Costs" are those costs which are identified in Attachment C, Grant Application; Attachment D, Budget; and consistent with Federal regulations and guidelines applicable to the AmeriCorps program.

1.8 AUTHORIZED REPRESENTATIVE. The Authorized Representative is the person within the Grantee organization authorized to accept and commit funds on behalf of the organization. A copy of the governing body's authorization for this official representative to sign must be on file in the Grantee's office.

ARTICLE 2 - FUNDING

2.1 FUNDING SOURCES. The primary source of funding for the Grant is a federal grant from AMERICORPS [Code of Federal Domestic Assistance (CFDA) 94.006] for the AmeriCorps Program. A portion of the Grantee share of matching funds budgeted for this Grant may be provided to the Grantee by AMERICORPS or by Volunteer Iowa from state funding sources as noted in Article 3.1. The Grantee shall comply with the requirements, conditions and rules of AMERICORPS, the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 RECEIPT OF FUNDS. All payments under this Agreement are subject to receipt by the Commission of sufficient funds for the AmeriCorps Program. Any termination, reduction, or delay of federal or state funds to the Commission may, in the sole discretion of the Commission, result in the termination, reduction or delay of AMERICORPS funds to the Grantee and/or termination of this Agreement.

2.3 PRIOR COSTS. If any grantee has received written approval from the Commission to incur certain costs prior to the Effective Date of this Agreement, then said written approval and those terms

and conditions are incorporated herein and made a part of this Agreement by this reference as if fully set forth.

2.4 USE OF GRANT FUNDS. The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

2.5 BUDGET AMENDMENT REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES. The following budget changes for cost reimbursement grantees shall be subject to prior approval of the Commission through the amendment process as provided for in Article 10.6. Budget amendments shall be requested from the Commission and approved prior to implementation of the budgetary changes. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the final ninety (90) days of the Agreement period will be approved on a limited basis. The following circumstances require budget amendments.

- a) Budget changes which would result in changes in excess of ten percent (10%) of the total budget.
- b) Budget changes which would lower the Grantee's percent share of costs required under this Agreement.
- c) Budgetary changes related to changes in the scope or goals of the project.
- d) Costs requiring prior approval: adding costs in a previously unbudgeted line item, supplies in excess of \$1,000 per item, equipment valued at greater than \$5000, subgrants or contracts not included in approved application and budget, other costs requiring prior approval under § 2 CFR 200 regardless of the ten percent budget limitation.

2.6 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Grantee within sixty (60) days following the Completion Date, then the Commission shall be under no obligation for further disbursement.

2.7 BUDGET MODIFICATIONS FOR UNDER RECRUITMENT AND UNEXPENDED FUNDS. The award amount contemplated by this Agreement reflects a maximum possible payment based on full member enrollment. In the event that the Program does not fully recruit the awarded member service years (MSY), or if the program has significant amounts of estimated unexpended funds, Volunteer Iowa will work to recapture these funds through a budget reduction. The budget reduction may be voluntary (upon mutual agreement with the program) or at the sole discretion of Volunteer Iowa based on low member recruitment, past unexpended funds or expected future expenditures. The Commission reserves the right to request repayment of any federal funds disbursed above the reduced federal amount.

- a) Formula cost reimbursement programs with unexpended funds in excess of 10% of the federal share at midyear will be required to submit a Budget Modification form according to the due date and format specified in the Program Manual.
- b) Competitive cost reimbursement programs may submit a Budget Modification form following the date and format specified in the Program Manual, to reflect adjustments to approved line items.
- c) Fixed amount grantees will not submit a mid-year budget modification.

2.8 ADMINISTRATIVE COST GUIDELINES. Federal funds used for reasonable administrative costs, are allowable. For cost reimbursement grantees, the federal share of administrative costs shall be limited to approximately five percent (5%) of the AMERICORPS funds expended in Sections I and II of the approved budget. (See Exhibit E. Application Instructions for detailed calculations of administrative costs). Grantees are eligible for additional administrative costs in the Grantee Share of the budget. These amounts are approved at the time of award and are reflected in the budget. Administrative costs will only be disbursed proportional to grant funds expended.

2.9 UNALLOWABLE COSTS. If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds for unallowable activities, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Volunteer Iowa's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 15h, Iowa Code. If it is Volunteer Iowa's final determination that costs previously paid by Volunteer Iowa are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Grantee shall repay to Volunteer Iowa any and all disallowed costs. Grantee shall repay all disallowed costs within thirty (30) days. Volunteer Iowa may work out a payment plan with the Grantee at its discretion.

2.10 NATIONAL SERVICE CRIMINAL HISTORY CHECKS DISALLOWED COSTS. If Volunteer Iowa determines at any time, whether through monitoring, audit, closeout procedures, program self-reporting, or by other means, that any portion of the National Service Criminal History Check (NSCHC) process has not been completed as required, Volunteer Iowa will follow the most recent version of the AMERICORPS NSCHC Enforcement Guide to assess disallowance in cases of noncompliance or other unallowable circumstances as described in the Guide. Disallowance payments must be made with non-federal funds. Fixed amount grant staff and planning grants are exempt from NSCHC requirements.

2.11 FEES. Volunteer Iowa will assess the following fees on Grantee.

- a) **State Member Management System Costs:** Grantees will be invoiced on a biannual or other regular basis for a fee of \$18/member for costs of participation in the state's member management and timekeeping systems. Grantees approved to use another member management and timekeeping system (see Attachment B) will be charged an additional per-member cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system.
- b) **State Support and Monitoring Fee:** Grantees will be invoiced a State Support and Monitoring Fee on a biannual or other regular basis to cover the cost of commission staff time spent providing necessary technical assistance to programs. The fee calculation provided in the annual Request for Applications. For prior Grantees, the fee level will be based on categories selected from the most recent risk and monitoring level assessment. All new grantees will be considered to be at the high fee level. Both cost reimbursement and fixed amount grantees are subject to the fee, but only cost reimbursement grantees include the fee in their program budget.
- c)

ARTICLE 3 - TERMS OF GRANT

3.1 **GRANT.** The Commission grants «Grant_Agreement_Amount» to the Grantee for AmeriCorps activities during the Grant Agreement Period. The program activities of the Grantee are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the program activities required hereunder shall be completed on or before the Completion Date.

- a) State match portion of the grant: of the total grant amount,
«State_Funding_Included_in_Agreement» is state funding that shall be used by the Grantee to meet the federal match requirement for the AmeriCorps program. The state funding source is: «State_Funding_Source».

3.2 **GRANT ACTIVITIES TO BE PERFORMED.** Subject to the provisions set forth in this Agreement, Volunteer Iowa grants funds to the Grantee to carry out the program activities and interventions as specifically outlined in Attachment C entitled "Grant Application" signed on «eGrants_Date_Signed» and incorporated by this reference, and for such other grant obligations as Volunteer Iowa and Grantee may agree to in writing.

3.3 **DISASTER DEPLOYMENT FOR OPERATIONAL GRANTS.** In the case of a state-declared disaster, Grantee's members and/or grant-funded staff may be voluntarily deployed as an asset of the state. In case of deployment, allowable related expenses outside of the scope of the approved Application may be eligible for reimbursement. All disaster deployments must be approved by Volunteer Iowa. Organizations opting to serve as part of the Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) may also be deployed under the Volunteer Iowa Cooperative Agreement with the Federal Emergency Management Agency (FEMA). The terms of these deployments are covered in Attachment C, "Iowa AmeriCorps Disaster Response Team Disaster Deployment Agreement".

3.4 **GRANT ADMINISTRATION.** The Agreement shall be administered in accordance with all applicable State and Federal laws, regulations, and guidance, including those found in Exhibit F, "Volunteer Iowa AmeriCorps Program Manual", which has been distributed by Volunteer Iowa to the Grantee.

3.5 **EVALUATION FOR OPERATIONAL GRANTS.** The Grantee will fulfill the evaluation requirements for AmeriCorps State & National grantees and subgrantees as outlined in Exhibit B, "Federal Regulations" and other AMERICORPS evaluation guidance. If the Grantee's evaluation plan requires AMERICORPS approval, the Grantee will secure this approval by the date communicated in writing. Designated program staff may be required to participate in training and technical assistance. Failure to submit plans or plan corrections or to participate in required training will result in program suspension.

3.6 **SPECIAL CONDITIONS.** The Grantee will be subject to any special conditions noted below. Special conditions may be specified by AMERICORPS or by Volunteer Iowa. AMERICORPS or Volunteer Iowa will suspend programs that do not comply with the special conditions.

- a) Special conditions applicable to this grant agreement: «Special_Conditions»

3.7 **APPROVED WAIVERS.** The Grantee has received approval for the following waiver(s):

MSY minimum: «Minimum_MSY_Threshold»

Maximum slot request: «Max_Slot_Request»

Volunteer generation waiver: «Volunteer_Generation»

Match Waiver: «Match_Waiver»

Alternate timekeeping system: «Alternate_Timekeeping_System»

ARTICLE 4 - CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and returned to Volunteer Iowa prior to the grant agreement effective date or within thirty (30) days of Volunteer Iowa's transmittal of the final Agreement to the Grantee, whichever is sooner.

4.2 **BINDING FINANCIAL COMMITMENTS.** Upon request, the Grantee will provide a resolution of the Board of Directors, or other Governing Body of the Grantee, authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

4.3 **GRANTEE DOCUMENTATION.** The Grantee shall have completed the following Start Forms related to program management and compliance.

- a) Must be approved: Pre-Award Financial Form (new and planning Grantees) or Financial Survey (returning Grantees).
- b) Must be submitted: NSCHC Checklist, Policy, and Training Certifications (all operational Grantees).

4.4 **SUBMISSION OF PAYMENT PROCESSING FORMS.**

- a) Taxpayer identification number: Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."
- b) (For non-state agencies) Electronic funds transfer (EFT): Completion and submission of form "Direct Deposit Authorization Form" from Iowa Department of Administrative Services.

4.5 **SYSTEM FOR AWARD MANAGEMENT REGISTRATION.** The Grantee shall have a current and active registration with the System for Award Management (SAM) and a valid Unique Entity Identifier (UEI).

ARTICLE 5 - REPRESENTATIONS AND COVENANTS OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents and covenants that:

5.1 **AUTHORITY.** The Grantee is duly organized and validly existing under the laws of the State, is in good standing, and has complied with all applicable laws of the State of Iowa. The Authorized Representative listed for the Grantee is duly authorized and empowered to execute and deliver this Agreement. All action on the part of the Authorized Representative, such as appropriate resolution of their governing body for the execution and delivery of the Agreement, has been effectively taken.

5.2 FINANCIAL INFORMATION. All financial statements and related materials concerning the Grantee and the Program provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 GRANT APPLICATION. The content of the grant application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Program as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 CLAIMS AND PROCEEDINGS. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Grantee, threatened against the Grantee affecting in any manner whatsoever their rights to execute the Agreement or the ability of the Grantee to make the payments required under the Agreement, or to otherwise comply with the obligations of the Agreement.

5.5 PRIOR AGREEMENTS. The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.6 RENEWAL AND RESTATEMENT. The covenants and representations of this Article are made as of the Effective Date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE 6 - GRANTEE OBLIGATIONS AND AFFIRMATIVE COVENANTS

The Grantee covenants with Volunteer Iowa that:

6.1 PROGRAM ACTIVITIES AND INTERVENTIONS. The Grantee shall carry out in a satisfactory and proper manner the activities and interventions detailed in the approved Grant Application (Attachment C) by the end of the Grant Agreement Period. Such activities and interventions will be conducted according to the standards generally acceptable in the Grantee's field for similar tasks and projects, as long as these are in conformance with AmeriCorps State requirements as determined by the Commission.

6.2 COMPLIANCE WITH LAWS AND REGULATIONS. The Grantee shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders, including but not limited to the National and Community Service Act as amended by the Serve America Act, the Corporation's regulations (45 CFR §§ 2500-2599), the AmeriCorps Terms and Conditions, and all Executive Orders regarding DEI, Gender, and Climate Change signed by President Trump in 2025. All Grantees are subject to the Uniform Guidance under 2 CFR Chapters I and II, except that Fixed-Amount Grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.

Compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and the Grantee certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

6.3 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. AMERICORPS funds shall not be used directly or indirectly to employ, award contracts to, support with member placements, or otherwise engage the service of, or fund any organization, or contractor during any period of debarment, suspension, or placement in ineligible status under 2 CFR Part 180 or any applicable law or regulation.

6.4 MONITORING. To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct grant agreement oversight activities under this Agreement. The Commission shall conduct monitoring on a routine basis based on the Commission's risk assessments. The Commission shall conduct grant agreement oversight activities from the Commission offices, on site at the Grantee's offices, virtually using electronic communications, or a combination of these approaches. The Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Agreement. The Grantee's responsibilities in this regard extend to oversight of its sites and their financial and program duties as an agent of the Grantee under this Agreement.

6.5 ACCESS TO RECORDS. The Grantee shall permit the Commission, Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, and/or copy any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Commission shall make every effort to provide prior notice and to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. Such rights to access shall continue as long as the records are retained by the Grantee. Records may be accessed in hard copy, electronically, on site, or in other ways as necessary to meet the needs of the Commission. Regardless of the method, all records will be managed by the Commission in accordance with proper records management procedure(s) while they are in the possession of the Commission. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by the Commission.

6.6 RECORDS RETENTION. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the submission date of the Commission's final Federal Financial Report (FFR) covering the grant. A chart detailing disposition dates of past grants is available on the Volunteer Iowa website and upon written request. In addition to financial records and supporting documentation, this includes statistical records, evaluation and program performance data, member information and personnel records and any other records needed to document compliance with federal requirements and to justify costs and matching share.

6.7 PROGRAMMATIC DOCUMENTATION. Upon request, the Grantee shall deliver to Volunteer Iowa or make available for review the following documentation as applicable based on the grant type: (a) copies of all contracts or agreements relating to the Program, (b) invoices, receipts, statements or vouchers relating to the Program, (c) member or staff records or files and program performance and evaluation data related to this Program, (d) a list of all unpaid bills for labor and materials in connection with the Program, (e) budgets and revisions showing estimated Program costs and funds required at any given time to complete and pay for the Program, (f) current and year-to-date operating statements and (g) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

6.8 **NOTICE OF PROCEEDINGS.** The Grantee shall promptly notify Volunteer Iowa of the initiation of any claims, lawsuits or proceedings brought against the Grantee that, if unfavorably determined, would have a material adverse effect on the Grantee's ability to perform this Agreement.

6.9 **NOTIFICATIONS.** In the event the Grantee becomes aware of any material alteration in the Program, initiation of any investigation involving the Program or any similar occurrence, the Program shall promptly notify the Commission.

6.10 **REPORTS.** The Grantee shall prepare, review, certify and submit the requests and reports as outlined below, or in the Volunteer Iowa AmeriCorps Program Manual (Exhibit F), in the form and content specified by Volunteer Iowa. The Grantee shall review all Claims and verify that claimed expenditures are allowable costs. The Grantee shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Grantee Share.

<i>Performance Measure & Program Progress Reporting</i>		
Form	System/Format for Submission	Date Due
Program Start Forms	Status reports or grant forms in IowaGrants	See Start Form Checklist for exact due dates Pre-Work: May 15 and July 15 • Member Service Agreement and Host Site Agreement templates (returning programs) • Host Site Orientation Agenda and Training Plan • Program and Fiscal Staff Competency Self-Assessment Phase 1: August 1/December 1 • Pre-Award Financial Form (new and recomplete programs) • Recruitment Plan • Enrollment Plan • Performance Measure and Enrollment/Retention Goals • Program Management Segregation of Duties • NSCHC Checklist, Policies, Procedures and Training Certifications Phase 2: September 1/January or February 1 • Financial Survey • Annual Audit Form • Member Orientation Agenda (new and recompeting programs) • Member Service Agreement and Host Site Agreement templates (new programs) • Host Site Orientation Agenda & Training Plan (new programs) • Certificate of Insurance (new and recompeting programs) Phase 3: October 1/March 1 • Financial and Program Policies • Data Collection Plan and Process • Tutoring Certification (as applicable)

Performance Measure – Corrective Action Plan (may include amendment request)	Program Officer Notification in IowaGrants	As needed throughout the program year
Initial Progress Report	Status Report in IowaGrants	January 15 (Due April 15 for programs with a January start date)
Enrollment Plan Updates	Status Report in IowaGrants	January 30 and May 31/May 31 and September 30
Mid-Year Progress Report	Status Report in IowaGrants	May 15 (all programs)
Final Progress Report	Status Report in IowaGrants	15 days following the conclusion of the grant period
October Progress Report (if applicable)	Status Report in IowaGrants	October 25 - Programs with a Final Progress Report due after October 25 (i.e., those whose grants end in October or later) would have a October Report due in advance of their Final Report in order to meet AmeriCorps deadlines.
Monitoring Report Program Response or Response Plan	IowaGrants correspondence	By the deadline established by Volunteer Iowa.
Change in program staff as noted in Grant Agreement	Program Officer Notification in IowaGrants	Within 5 days of the person's first or last day of work or as soon as possible.
Grant Agreement Extension Request	Program Officer Notification in IowaGrants	By April 30 annually
Program Evaluation Plan or Report	IowaGrants status reports and/or application	Progress updates due in Mid-Year Performance Measure Report. Full report/plan deadline varies: With re-competing application for competitive programs.
Other Significant Program Changes	Program Officer Notification in IowaGrants	Within 5 days of awareness of the need to make the change or as soon as possible.

<i>Financial Reporting</i>		
Form	System/Format for Submission	*Date Due
Financial Start Up Forms	IowaGrants (completed by Financial Staff)	Submitted in accordance with timeline outlined in Start Up Form Checklist.
Claim	IowaGrants	Monthly by the 25th of the month following the end of the report period. Claims should total at least \$100 at the time of submission. **Programs may request quarterly reporting

		due 25th of the month following the end of the quarter.
Program Claim Attachments New Programs and High Financial Monitoring Level Programs	Attachments in IowaGrants	Attached monthly (to coincide with Claim Form) supporting documentation for all claimed costs.
IET Form Attachment	IowaGrants	Attached monthly (or **quarterly) to coincide with Program Claim Form) by the 25th of the month following the end of the report period.
***Federal Financial Reports	IowaGrants as status report (Fixed Amount and Education Award Only complete only specific sections)	April 25 October 25 FINAL: due within 90 days after the completion date of the grant (if grant end date does not correspond with above reporting deadlines).
Estimated Unexpended Funds Report (in FFR)	IowaGrants	April 25 for all programs, and upon request
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	Programs with unfilled FT slots after November 15 are required to submit a budget modification by November 30. Requests for budget modifications can be made at any time.
Budget Modification Request (Program Officer Notification) N/A for Fixed Programs	IowaGrants	Required April 30 for all programs with >10% unexpended federal funds. Requests for budget modifications can be made at any time.
No Cost Extension Request (if needed) (Program Officer Notification)	IowaGrants	April 30 in IowaGrants
Closeout Packet (Status Report)	IowaGrants	Within 60 days after the termination of the grant.
Self-Certification of Closeout	IowaGrants	Within 60 days after the termination of the grant.
Audit Report and Second Audit Report (Status Report)	In IowaGrants as attachment with Management Letter and Audit	Within 30 days of the release of the audit report or financial review. <i>IowaGrants is set to receive up to two audit reports per year.</i>

	Reconciliation Report	
Site Visit Response	IowaGrants	Within timeline as established in site visit report from Volunteer Iowa.
Financial Desk Review <i>Covers one-reporting period as noted in the monitoring schedule based on program monitoring level.</i>	IowaGrants as attachment	Upon request in conjunction with a monthly financial claim report.
Change in financial staff	Update in IowaGrants	Within 5 days of the person's last day of work or as soon as possible.
Budget Changes (Program Officer Notification) <i>In general, major budget changes should be made in the first six months of the grant.</i>	IowaGrants	By April 30 for programs with a August or September start date and July 31 for programs with a January start date OR Within 15 days of awareness of the need to make the change or as soon as possible.
Problems/Concerns – including suspected fraud, waste or abuse of federal funds	Via email or phone call to program officer	Immediately

*If the reporting deadline falls on a weekend or state holiday, the reporting due date remains the same. The program may submit on the due date or prior to the due date.

**Prior approval from Volunteer Iowa required for quarterly claim submission. Quarterly reports cover the following periods: Sept-Dec; Jan-Mar; Apr-Jun; Jul-Sept, Oct-Nov (this reporting schedule includes the maximum grant period inclusive of no-cost extensions).

***FFR completion is limited to selected categories to monitor unexpended funds and excess program income for Fixed Amount and Education Award programs.

<i>Member Reporting</i>
See section 3.1 of the Volunteer Iowa AmeriCorps Program Manual (Exhibit F) to reference a full list of member reporting requirements and deadlines, such as for reporting of member early exits, member injuries or requests to convert unfilled member slots.

6.11 REQUIRED TRAININGS & COMMUNICATIONS. The Grantee will send at least one staff member to the following trainings (also noted in Ch. 1 of the Volunteer Iowa AmeriCorps Program Manual, Exhibit F): Volunteer Iowa new Program Director training (for new programs/new staff only, in Iowa in advance of the new program year with an abbreviated version midyear), Volunteer Iowa Program Staff Launch training (in Iowa in the first few months of the program year), a National Service Training (in the spring/summer, organized by ASC in-person and virtually), and Volunteer Iowa Financial Trainings (virtual trainings are offered twice per year, a minimum of one financial training is required each year for fiscal staff). Additionally, AMERICORPS requires the following trainings (offered via eCourse in Litmos): National Service Criminal History Check (NSCHC) Annual Training (required annually of **two** staff, see more under National Service Criminal History Checks); Funds Management Annual Training (required for 1 financial staff,); Developing Program Policies and Procedures Annual Training (required for 1 financial staff); Internal Controls Annual Training (required for 1 financial staff and 1 program staff); and Fraud Awareness Annual Training (required for 1 financial staff and 1 program staff).

Other trainings may be offered or required throughout the program year, based on Volunteer Iowa or AMERICORPS monitoring and feedback.

The Grantee will have at least one staff member participate in monthly Program Staff Webinars led by Volunteer Iowa staff and will have all staff who are budgeted (federal share or as match) 50% or more of their time to the AmeriCorps grant participate in regular program/financial monitoring check-in calls with Volunteer Iowa staff, to be scheduled based on the Grantee's assigned monitoring levels. A minimum of one staff person should thoroughly review the information from the AmeriCorps State Update and share with others, as appropriate.

Volunteer Iowa will provide specialized support to all programs based on enrollment and/or retention percentages from the previously completed grant year. All groups will be required to attend specific check in calls throughout the program year to meet with Volunteer Iowa and other program staff. Programs will be grouped in three tiers based on their retention and/or enrollment (placed in the group reflecting their lowest percentage): tier 1, 85% and above; tier 2, 71% - 84%; and tier 3, 70% and below. All programs are expected to budget for recruitment activities in the next grant application. Tier 2 and tier 3 programs are also required to submit a Recruitment Plan with their start form and must have at least one staff attend the Recruitment Planning webinar held annually in July (tier 1 programs are strongly encouraged to complete these activities). Tier 3 programs will also be required to submit a budget modification in November to accommodate changes in slots and recruitment activities based on fall enrollments. Programs will budget for a contractor to review existing recruitment strategies, materials, and contractor(s), such as alumni, to complete recruitment activities identified in the Recruitment Plan.

6.12 **AUDIT.**

- a) **Single Audit.** Grantees expending \$750,000 or more in federal awards in their fiscal year shall ensure that an audit is performed in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Chapter I, and Chapter II, Part 200) as applicable. The audit and accompanying management letter (or other accompanying documents) shall be submitted to the Commission within 30 days after the completion or publication of the audit, unless a longer period is agreed to by both parties.
- b) **Other Audit or Financial Review.** Grantees expending less than \$750,000 in federal awards in a year are exempt from any federal audit requirements for that year but shall comply with audit requirements prescribed by state or local law. Grantees that have an audit or financial review performed that is inclusive of a grant period(s) covered by this agreement must submit a copy of the audit or review to the Commission within 30 days after completion.
- c) **Auditor of State.** The Commission may engage the Auditor of State in conducting a review or audit at any time. If such an engagement occurs, the Grantee must cooperate with the process and provide records and files to enable the Auditor of State to conduct a thorough review.

6.13 **MAINTENANCE OF PROGRAM INSURANCE AND INDEMNIFICATION.** In addition to the member insurance requirements for the AmeriCorps program as noted in Exhibits A-F, the following requirements will apply depending on the grantee organization.

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa and is self-insured for liability, in general, the Grantee does not purchase commercial liability insurance since certain statutory protections are provided under Chapter 669 of the Code of Iowa. Chapter 669 authorizes claims against the State of Iowa on account of wrongful death, personal

injury or property damage incurred by reason of the negligence of the Agency or its employees. The Grantee participates with the other State Departments or Regents Institutions in a self-insurance pool for purposes of vehicular liability on owned and rented vehicles. Claims up to \$250,000 are paid from the self-insurance pool. Claims exceeding \$250,000 are processed through the Tort Claims process, in accordance with Chapter 669 of the Code of Iowa.

Indemnification for state agencies: As an agency of the State of Iowa, the Grantee is prohibited by law from indemnifying any person or entity, however, the Grantee agrees to be responsible for its own negligent acts and omissions and those of its employees as provided by the Iowa Tort Claims Act, Iowa Code, Chapter 669.

- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall maintain, with financially sound and reputable insurers, insurance to cover the project and protect its properties and assets against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. The requirement of insurance under this provision may be met by establishing, to the satisfaction of Commission, either of the following: (i) that a policy covering the project is in effect with any insurance company of recognized responsibility; or (ii) that Grantee maintains an actuarially sound program of self-insurance sufficient to cover the project. Grantee shall submit copies of all applicable agreements, certificates, policies or other documentation requested by the Commission attesting to insurance coverage and any renewals thereof.

Indemnification for non-state agencies: The Grantee shall indemnify and hold harmless the Commission, its officers and employees from and against any and all losses in connection with the Project.

6.14 **CERTIFICATIONS.** The Grantee certifies and assures that the Program will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

- a) Financial Management guidelines issued by the U.S. Office of Management and Budget, Uniform Guidance (2 CFR 200). Fixed amount grants are exempt from the cost principles outlined in 2 CFR Part 200, Subpart E.
- b) Certifications and Assurances agreed upon at the time of application as detailed in the AmeriCorps Application Instructions, (Exhibit E).

ARTICLE 7 - DOCUMENTS INCORPORATED BY REFERENCE; PRIORITY

7.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:

- a) Attachments
 - i. Attachment A, "IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT." (completed if applicable)
 - ii. Attachment B, "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM." (completed if applicable)

- iii. Attachment C, "GRANT APPLICATION", dated «eGrants_Date_Signed» on the SF424, form (attached)
- iv. Attachment D, "BUDGET" (attached)
- b) Exhibits
 - i. Exhibit A, "ACT", The National and Community Service Act of 1990 as amended by the Serve America Act,
<https://americorps.gov/sites/default/files/document/%40%20National%20and%20Community%20Service%20Act%20of%201990%20%28as%20amended%20through%20PL%20111-13%29.pdf>
 - ii. Exhibit B, "FEDERAL REGULATIONS", 45 CFR §§ 1200-1299 and 2500-2599,
https://www.ecfr.gov/cgi-bin/text-idx?SID=0a0651909748e317690886cbf689868a&mc=true&tpl=/ecfrbrowse/Title45/45cfrv5_02.tpl#0
 - iii. Exhibit C, "AMERICORPS TERMS AND CONDITIONS", AmeriCorps Terms and Conditions, including both the General Terms and Conditions and the Program Specific Terms and Conditions for AmeriCorps State and National
 - a. "General Terms and Conditions (2025)" <https://americorps.gov/grantees-sponsors/state-subgrantees>
 - b. "FY 2025 AmeriCorps State and National Grants Terms and Conditions" <https://americorps.gov/grantees-sponsors/state-subgrantees>
 - iv. Exhibit D, "REQUEST FOR GRANT APPLICATIONS", including both the Volunteer Iowa Request for Grant Applications (RFA) and the Corporation for National & Community Service Mandatory Supplemental Information for 2025 AmeriCorps State and National Grants posted at <https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program>
 - v. Exhibit E, "APPLICATION INSTRUCTIONS", including the Volunteer Iowa Pre-Application Instructions and Volunteer Iowa Final Application Instructions posted at <https://volunteer.iowa.gov/americorps/host-americorps-program-or-member/host-americorps-state-program>
 - vi. Exhibit F, "VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL", 2025-2026 AmeriCorps Program Manual, which is posted to the Volunteer Iowa website at <https://volunteer.iowa.gov/americorps/current-americorps-grantee-resources>

7.2 ORDER OF PRIORITY. In the event of a conflict between documents of this agreement, the following order of priority shall govern:

- a) Articles I through X herein
- b) Exhibit A, "ACT"
- c) Exhibit B, "FEDERAL REGULATIONS"
- d) Exhibit C, "AMERICORPS TERMS & CONDITIONS"
- e) Exhibit D, "REQUEST FOR GRANT APPLICATIONS"
- f) Exhibit E, "APPLICATION INSTRUCTIONS"
- g) Exhibit F, "VOLUNTEER IOWA AMERICORPS PROGRAM MANUAL"
- h) Attachment A "IOWA AMERICORPS DISASTER RESPONSE TEAM DISASTER DEPLOYMENT AGREEMENT"
- i) Attachment B "ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM FORM"

- j) Attachment C, "GRANT APPLICATION" including all assurances, certifications, attachments, and pre-award negotiations
- k) Attachment D, "BUDGET"

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

- a) **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.
- b) **Lack of Progress/Failure to Meet Program Requirements.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Program or when the Grantee has failed to comply with the Agreement, award conditions or standards. Full program requirements are outlined in the Agreement and supporting materials. Some key areas of program requirements are full member enrollment, meeting Performance Measure targets, responsiveness to Volunteer Iowa communication on compliance issues, timely correction of compliance issues, submitting timely and accurate program and financial reports.
- c) **Noncompliance.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
- d) **Program Incompletion.** If the Program, in the sole judgment of the Commission, is not completed on or before the Grant Agreement Period Completion Date.
- e) **Misspending.** If the Grantee expends Grant proceeds for purposes not described in the AmeriCorps application, this Agreement, or as authorized by the Commission.
- f) **Insolvency or Bankruptcy.** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.
- g) **Lack of or Insufficient Insurance.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 **CORRECTIVE ACTION.** Prior to issuing a formal notice of default for any of the events identified under Article 8.1, Volunteer Iowa may, on reasonable notice to the Grantee, take action to compel the Grantee to complete corrective action as required by Volunteer Iowa. The Commission shall have the final authority to assess whether the Grantee is making adequate progress on the performance measures and other program goals and requirements. The Commission may require underperforming Grantees to submit Corrective Action Plans designed to increase the

Program's performance. The Commission reserves the right to monitor and measure the achievement of program performance at any time during or after the Grant Agreement Period. Corrective action may involve the following:

- a) **Suspend Payments.** Volunteer Iowa may suspend the Agreement and withhold future payments under the Agreement until the program is brought into compliance or develops a corrective action plan and timeline that is approved by the Commission to bring the program into compliance. Volunteer Iowa may allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that Volunteer Iowa concludes that such costs meet the requirements of the federal regulations.
- b) **Partial Repayment.** Volunteer Iowa may require partial repayment of Grant proceeds which allows partial credit for the performance targets or programmatic goals which have been met.
- c) **Other Remedies.** The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any event of default giving rise to the Commission seeking to exercise the enforcement of this clause.

8.3 **NOTICE OF DEFAULT.** Volunteer Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.4 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, Volunteer Iowa may do one or more of the following:

- a) Exercise any remedy provided by law,
- b) Terminate the Grant Agreement and establish revised reporting deadlines for the purposes of closing out the grant,
- c) Require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement, plus interest.
- d) Other Remedies. The Commission may require other remedies following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of this clause.

ARTICLE 9 - DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of claims for disbursement submitted by the Grantee. Claims for disbursement ("claims") shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.10.

- a) **Program Income.** All program income as defined in 2 CFR 200.307 shall be added to the Budget and used to meet the grantee share in furthering eligible Program activities as defined in the Agreement and the approved Grant Application. Program income not used to further Program activities will be deducted from the federal share for the purpose of determining the amount of reimbursable costs under the Agreement. In cases of dispute, final decisions regarding the definition or disposition shall be made by Volunteer Iowa. Proceeds generated from the AmeriCorps program are considered Program Income. Programs are required to report all income generated in excess of that which is used to meet the grantee share of the expenditures on the FFR to the Commission according to the schedule shown in Article 6.10. All program income shall be expended prior to requesting federal AMERICORPS funds.

Program income received after the Grant Agreement Period shall be returned to the Commission.

- b) **Late claims.** Volunteer Iowa may deny payment of claims submitted later than 60 days past the grant end date

9.2 REQUEST FOR PAYMENT MODIFICATIONS.

- a) **Quarterly payments.** With prior approval, the Grantee may qualify for quarterly claim submission, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa. The Commission may revoke the approval for quarterly payment at any time, if the Grantee fails to meet financial management requirements or demonstrates significant deficiencies.
- b) **Advance payments for cost reimbursement grantees.** With prior approval, cost reimbursement grantees may receive advance payments of grant funds, provided the Grantee meets the financial management standards specified in 2 CFR Chapters I and II, as applicable, and provided Grantee submits any additional information that may be required by Volunteer Iowa.
 - i. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.
 - ii. **Discontinuing advance payments.** Volunteer Iowa may, after providing due notice to the Grantee, discontinue the advance payment method and either allow payments in advance based upon individual request and approval, or by reimbursement only, in cases where the grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to ensure accurate reporting, minimize the time elapsing between the receipt of the cash advance and its disbursement, displays other practices that indicate a potential financial management problem or in cases where federal funds are not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level.
 - iii. **Interest earned.** In most circumstances, the Grantee must deposit advance funds received from the Volunteer Iowa in a federally insured, interest-bearing account. For exceptions to this requirement, refer to 2 CFR Chapters I and II. To the extent that interest is earned on advances of AMERICORPS funds, this interest shall be returned to Volunteer Iowa.

9.3 MATCHING REQUIREMENTS FOR COST REIMBURSEMENT GRANTEES. The following requirements apply only to cost reimbursement grantees.

- a) The Grantee agrees to provide local matching contribution to the Program as defined in the “Grantee Share” column of the budget shown in Attachment D, “Budget”. The Grantee is expected to meet the budgeted match percent of the Grantee share for each reporting period, unless otherwise agreed upon by the Commission.
- b) The Grantee shall comply with OMB Cost Principles 2 CFR Part 200, Subpart E requirements related to allowable kinds and sources of match and match documentation requirements. Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant. Grantees shall report the amount and sources of federal funds, other than those provided by AMERICORPS, used to carry out its Program. This includes other federal funds expended by Program

Subrecipients and operating sites. This information shall be reported on the Federal Financial Report (FFR).

- c) If a Program fails to meet the matching requirements, the Commission will notify the Grantee in writing of the situation and request that the costs be brought into alignment with the budgeted federal and match percentages within one reporting period. If there is an on-going issue related to match, the Commission may notify the Financial Representative, Program Representative and/or the Authorized Representative of the Grantee agency. The Commission may suspend payment of reimbursement request(s) until the situation is corrected.

ARTICLE 10 - GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT.** This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **SUSPENSION.** Volunteer Iowa may suspend a grant for not more than thirty (30) calendar days. Examples of situations necessitating a suspension may include, but are not limited to:

- a) **Serious risk to persons or property.**
- b) **Violations of Federal, state or local criminal statutes.**
- c) **Material violation(s) of the grant agreement.** Violations that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- d) **Corrective action.** As part of a corrective action plan undertaken according to Article 8.2.

10.3 **TERMINATION.** Termination means the ending of the Grant Agreement, at any time prior to the planned end of the Grant Agreement Period.

- a) **Circumstances for Termination.** This agreement may be terminated in the following circumstances. (The Administrative Rules of Volunteer Iowa in regards to the appeals process apply in all situations.)
 - i. **For Convenience.** With thirty (30) day notice, Volunteer Iowa or the Grantee may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Program would not produce beneficial results commensurate with the future disbursement of funds.
 - ii. **For Cause.** As a result of Grantee's default under this Agreement, as stated in Article 8. The agreement may also be terminated if it no longer effectuates the program goals or AMERICORPS priorities.
 - iii. **Due to Non-appropriation or Reduction of AMERICORPS Funding.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the Program, or reduction in funding level, then Volunteer Iowa shall have the right to terminate this Agreement without penalty by giving the Grantee not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Grantee shall be payment for program activities performed prior to termination.
- b) **Procedures Upon Termination.**
 - i. **Termination Notice.** Volunteer Iowa shall provide written notice to the Grantee of the decision to terminate, the reason(s) for the termination, the effective date of the

termination, and final reporting obligations and deadlines. If there is partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Grantee shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible.

- ii. **Rights in Products.** All finished and unfinished documents, data, reports and other material prepared by the Grantee under the Agreement, except for any intellectual property, shall, at Volunteer Iowa discretion, become the property of the Commission.
- iii. **Return of Funds.** Volunteer Iowa's share of noncancelable obligations which Volunteer Iowa determines were properly incurred prior to notice of cancellation will be allowable under the Grant Agreement. The Grantee shall return to the Commission any costs previously paid by the Commission which are subsequently determined to be unallowable through audit, monitoring or closeout procedures within thirty (30) days of the disallowance. In case of termination, all unencumbered Grant proceeds shall be returned to Volunteer Iowa within thirty (30) days of the receipt of Notice of Termination.

10.4 SURVIVAL OF AGREEMENT. If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force and effect until the Grant Agreement is terminated or the proceeds are paid in full.

10.5 GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

10.6 AMENDMENT.

- a) **Joint Modification.** The Agreement may only be amended through written prior approval of the Commission. The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which make a substantial change in the scope of services, extend the period of operation, modify the performance measures or make other changes to programmatic elements of the Agreement. The provisions of the amendment shall be in effect as of the date the modification is signed by authorized representatives of both the Commission and the Grantee, unless otherwise specified within the amendment.
- b) **Unilateral Modification.** Notwithstanding paragraph (a) above, Volunteer Iowa may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement. Volunteer Iowa will give the Grantee reasonable prior notice of any proposed unilateral modification of this agreement.
- c) **Volunteer Iowa Review.** Volunteer Iowa will consider whether an amendment request is so substantial as to require AMERICORPS written approval or as to necessitate reevaluating the Commission's funding decision on the Program. An amendment will be denied if it substantially alters the circumstances under which the Program funding was originally approved or if it does not meet federal or state requirements.

10.7 NOTICES. Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, and delivered at Volunteer Iowa's discretion via

electronic means (such as email with a read receipt requested), to the Authorized Representative, Financial Representative, or Program Representative as noted on this Grant Agreement (or to another Authorized Representative who may have been designated by written notice) or enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, return receipt requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee and Authorized Representative set forth heretofore, as modified from time to time, as being the address and Authorized Representative of the Grantee.

10.8 **WAIVERS OR DELAYS AND EXERCISE OF RIGHTS AND REMEDIES.** No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.9 **LIMITATION.** The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by the Commission for any item of work or service shall conform to the Budget as presented in Attachment D. It is further understood and agreed that all payments to the Grantee by the commission for all work and services required under this Agreement shall not exceed the Total Maximum Grant Amount unless modified by written amendment of this Agreement as provided for in Article 10.6.

10.10 **ENFORCEMENT EXPENSES.**

- a) **State agencies:** If the Grantee is an Agency of the State of Iowa, if any dispute arises between the parties in connection with this Agreement and it cannot be resolved by mutual agreement of the parties, the remaining dispute shall be submitted to a board of arbitration in accordance with the procedure set forth in Iowa Code §679A.19.
- b) **Private nonprofits, private institutions of higher education, city governments, school districts, and other grantee types:** If the Grantee is not an Agency of the State of Iowa, the Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement, following the parties' unsuccessful good faith attempt to resolve any default giving rise to the Commission seeking to exercise the enforcement of its rights.

10.11 **HEADINGS.** The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

10.12 **PROGRAM NONDISCRIMINATION.** Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee, member or applicant for employment is discriminated against because of race, creed, religion, color, age, sex, sexual orientation, national origin, disability, or other protected class. Grantee shall provide state or federal agencies with appropriate reports as required, ensuring compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors comply with provisions of this clause. A breach of this Article shall be considered a material breach of this Agreement.

10.13 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior Commission written consent. The Grantee may not discontinue administration of activities under this Agreement without the prior written disclosure to and prior written consent of the Commission.

10.14 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank — Attachments and Signature Page Follow]

GRANT AGREEMENT SIGNATURE & INFORMATION PAGE

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by their proper and duly authorized representatives as of the Effective Date first stated.

For «Agency_Name»

«Authorized_Representative»

«Title»

For Iowa Commission on Volunteer Service

Adam Lounsbury
Executive Director

For the purposes of this Agreement, please add the following designees:

Lead Program Representative Name and Title:

Financial Officer Name and Title:

GRANTEE: Please confirm below your participation in the Iowa AmeriCorps Disaster Response Team (details in Attachment A):

- ☐ Yes, the program will participate in the Iowa AmeriCorps Disaster Response Team*
- ☐ No, the program will not participate in the Iowa AmeriCorps Disaster Response Team

*If yes, the program must have completed Attachment A

GRANTEE: Please confirm below your use of the Volunteer Iowa Member Management System

(Details in Attachment B):

- ☐ Yes, the program will use the Volunteer Iowa Member Management System
- ☐ No, the program has been approved to use another member management & timekeeping system*

*If no, the program must have completed Attachment B

Attachment A
Iowa AmeriCorps Disaster Response Team Deployment Agreement

Attachment A
IOWA AMERICORPS DISASTER RESPONSE TEAM DEPLOYMENT AGREEMENT

In this agreement the Iowa Commission on Volunteer Service ("Commission" or "Volunteer Iowa") and GRANTEE agree as follows:

1. **PURPOSE.** The purpose of this agreement is to outline the expectations, limitations, and requirements for eligible reimbursements for disaster deployment under the Commission's Disaster Response Cooperative Agreement (DRCA) with the Corporation for National and Community Service ("Corporation" or "AMERICORPS"), Iowa AmeriCorps Disaster Response Team (Iowa A-DRT) deployments, or direct deployments initiated from Iowa Homeland Security and Emergency Management (HSEMD).

2. **MEMBERS.** The GRANTEE, as a member of the Iowa A-DRT is willing to respond to disasters or assist in recovery efforts within their capability. Volunteer Iowa and GRANTEE seek to make efficient use of their authority, powers, resources, and privileges by entering into this agreement to carry out its purposes.

3. **DISASTER RESPONSE:** Volunteer Iowa requires the availability of Iowa AmeriCorps members to support disaster response and/or recovery efforts as needed by the State of Iowa. Waivers to this requirement will be considered on a case-by-case basis for GRANTEES that demonstrate undue hardship or for complications related to program design.

4. **STATE ACTIVATION:** Volunteer Iowa serves as the primary point-of-contact for National Service resources in Iowa during times of disaster and may receive requests for support from government or nongovernmental partners, including the Iowa HSEMD, the Iowa State VOAD, and the Iowa Governor's Office.

In an Iowa federal declaration, the Commission will work with AMERICORPS and Iowa HSEMD on any mission assignments and requests for assistance from the Volunteer Iowa A-DRT.

Any budget or programmatic changes to a program due to a disaster response or recovery will be made in accordance with AMERICORPS specific terms and conditions.

5. **OUT OF STATE:** If GRANTEE is a member of the Volunteer Iowa A-DRT, any mission assignment requests from AMERICORPS will be discussed prior to accepting the mission assignment. At any time, GRANTEE AmeriCorps members are not to deploy out of state without express approval from the Commission.

6. **COST REIMBURSEMENT.** GRANTEE is eligible for cost reimbursements associated with a specific mission assignment for allowable expenses that fall within the approved budget for deployment. Allowable expenses include travel, lodging, meals, supplies, and equipment incurred for deployment and any negotiated expenses specific to the deployment or mission assignment.

Unless negotiated and approved under a specific mission assignment and deployment(s), the Commission will not reimburse costs already included in the program's budget under its existing Volunteer Iowa or AMERICORPS grant(s). This preclusion includes both the CNCS and non-CNCS shares of staff salaries paid, participant costs, staff overtimes, administrative overhead and fees and/ or any other costs.

The GRANTEE is responsible for following all reimbursement procedures and allowable cost policies outlined or referenced in the Disaster Deployment Agreement between Volunteer Iowa and AMERICORPS that will be provided to the GRANTEE in the case of mission assignment and deployment.

7. **LIABILITY.** GRANTEE ensures adequate liability coverage for any mission assignment or deployment. Any deployment outside of the scope of the program's normal duties or not covered by existing policies will be covered by the state as members will be considered acting on behalf of the state for deployment purposes.

8. **RECORD KEEPING.** Records will be maintained by the GRANTEE and Volunteer Iowa in a manner consistent with the reporting requirements of the Iowa Department of Revenue and Finance, the State of Iowa Auditor's Office, the Corporation for National and Community Service and the Federal Emergency Management Agency. Source documentation sufficient to support expenditures will be provided by the GRANTEE. GRANTEE shall keep a copy of receipts requested for reimbursement for a period of 6.25 years from the end of the mission assignment.

9. **TRAINING.** Volunteer Iowa recommends GRANTEE provide training on disaster preparedness, response, and recovery to all AmeriCorps members; however, Volunteer Iowa will ensure task-specific training is provided to members if they are requested to assist in a disaster. Before being eligible for deployment, members must undergo the AmeriCorps Disaster fundamental training. Volunteer Iowa periodically provides GRANTEE members and staff with the opportunity to take part in these trainings prior to a disaster. Additionally, members selected to participate in the Volunteer Iowa A-DRT will receive additional intermittent trainings throughout their service year.

10. **TERMINATION.** This agreement may be terminated in part or completely with or without cause by either Volunteer Iowa or GRANTEE upon thirty (30) days written notice.

11. **AMENDMENTS.** Any amendment to this agreement shall be by the mutual consent of the parties, be in writing, and be appended to this agreement.

12. **DEPLOYMENT.** Any deployment not ordered by the Governor will be voluntary and can be rejected by the Commission or the GRANTEE. Programs will not be reimbursed for any disaster response unless a specific deployment for that activity is issued. Multiple deployments may be issued under any specific mission assignment received by Volunteer Iowa and/or AMERICORPS. Typically, an Out of State deployment will require a minimum commitment of 30 days (4 weeks), but this may be negotiated on a case-by-case basis.

13. **ADMINISTRATORS.** GRANTEE and Volunteer Iowa each will designate one representative to serve as administrators and contacts of this Iowa Disaster Response Team agreement. GRANTEE will complete the appropriate section below to designate a contact.

GRANTEE DISASTER CONTACT NAME (if different from lead program representative):

Attachment B
Alternate Member Management & Timekeeping System Form

Grant Agreement Number: «Grant_Number»

Attachment B
ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM
FORM

Alternate System:

Effective member management and timekeeping is critical for the success of any AmeriCorps State program. Applicants were required to budget for costs of participation in the state's member management and timekeeping systems. Grantees who wish to use another member management and timekeeping system may be allowed to do so, with Volunteer Iowa approval prior to the start of member service and at additional cost to account for increased Volunteer Iowa staff time required to conduct required monitoring in a separate system. Any grantee wishing to use an alternate member management and timekeeping system can seek formal approval at the time of application.

ALTERNATE MEMBER MANAGEMENT & TIMEKEEPING SYSTEM

1. Alternate system requested at time of application: _____
2. Have you previously used this system for AmeriCorps member timekeeping:
☐ Yes ☐ No

NOTIFICATION OF ADDITIONAL FEES & REPORTING REQUIREMENTS

1. Grantee agrees to pay a cost of \$40/member as a fee to Volunteer Iowa for use of an alternate member management/timekeeping system.
☐ Yes, we acknowledge the additional fee
2. Cost Reimbursement Grantees agree to provide Volunteer Iowa staff limited access to the alternative timekeeping system for the duration of the project period for the purpose of completing required monitoring. If such access is not available, the Grantee agrees to submit a monthly timekeeping report in IowaGrants for the same period, for the purpose of monitoring by Volunteer Iowa Staff. Such a report must come directly from the system and should indicate submitted and approved hours per member.

Fixed Amount Grantees are responsible for monitoring their own member timekeeping in alignment with federal grant requirements and maintaining timekeeping records for audit purposes; no timekeeping reporting to Volunteer Iowa is required.

- ☐ Yes, we acknowledge the reporting requirements

Grant Agreement Number: «Grant_Number»

Attachment C
Grant Application

Grant Agreement Number: «Grant_Number»

Attachment D Budget

City of Davenport

Department: Information Technology
Contact Info: Brett Burda |

Action / Date
8/13/2025

Subject:

Resolution approving a three-year agreement for Unified Enterprise Support with Microsoft of Redmond, Washington. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

A single-source procurement justification is on file with the Purchasing Division as it has been determined to be in the best interest of the City and more cost-effective to receive direct manufacturer support services.

This agreement will provide comprehensive support for the City's Microsoft portfolio, including IT health assessments, technical training, and a designated customer success account manager.

In addition to the comprehensive support, the agreement will provide designated engineering services chosen annually by the City to address specific priorities, such as Microsoft 365 deployment.

The City will be invoiced annually at the following rates: Year 1 - \$40,879, Year 2 - \$58,867, Year 3 - \$58,867.

Funding is from CIP #67011 | Legacy Systems Modernization and 50450530 520217 | IT Professional Services.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION approving a three-year agreement for Unified Enterprise Support with Microsoft of Redmond, Washington.

WHEREAS, the City needs to contract for support of its Microsoft portfolio and designated engineering services, such as Microsoft 365 deployment, and

WHEREAS, contracting with Microsoft will allow for direct manufacturer support.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a three-year agreement for Unified Enterprise Support with Microsoft of Redmond, Washington is hereby approved.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Allie McWilliams | 563-888-3202 |

Action / Date

8/13/2025

Subject:

Resolution establishing the dates and times for the annual Halloween parade and trick-or-treating as Sunday, October 26, 2025, at 2:00 p.m., and Friday, October 31, 2025, from 5:30 p.m. - 7:30 p.m., respectively. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An early declaration of the date and time for the annual Halloween parade allows the parade coordinator, public safety staff, entries, and volunteers to plan and schedule.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION establishing the dates and times for the annual Halloween parade and trick-or-treating as Sunday, October 26, 2025, at 2:00 p.m., and Friday, October 31, 2025, from 5:30 p.m. - 7:30 p.m., respectively.

WHEREAS, an early declaration of the date and time for the annual Halloween parade allows the parade coordinator, public safety staff, entries, and volunteers to plan and schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that:

1. Davenport's annual Halloween parade will begin at 2:00 p.m. on Sunday, October 26, 2025;
and
2. Davenport trick-or-treat hours will be 5:30 p.m. – 7:30 p.m. on Friday, October 31, 2025.

Passed and approved this 13th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
8/13/2025

Subject:

Motion approving noise variance requests on the listed dates and times for outdoor events.

Downtown Davenport Partnership; Alternating Currents; Kaiserslautern Square | 119 East 3rd Street; 5:30 p.m. - 10:30 p.m. Friday, August 15, 2025, and 12:30 p.m. - 6:00 p.m. Saturday, August 16, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Made Market QC; Made Indie Market; 200 block of East 2nd Street; 10:00 a.m. - 4:00 p.m. Saturday, August 16, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

J&M Displays; Riverfront Pops Fireworks; LeClaire Park | 400 Beiderbecke Drive; approximately 9:30 p.m. for 20-25 minutes Saturday, August 16, 2025; Fireworks, over 50 dBA. [Ward 3]

Gypsy Highway; Live Music on the Patio; 2606 West Locust Street; 7:00 p.m. - 11:00 p.m. Saturdays through the end of October; 6:00 p.m. - 9:00 p.m. first Wednesday of each month through October; and 12:00 p.m. - 5:00 p.m. Sundays through the end of October; Outdoor music/band, over 50 dBA. [Ward 4]

Jimmie O's Saloon; Street Fest; 2734 Telegraph Road; 6:00 p.m. - 10:00 p.m. Saturday, September 6, 2025; Outdoor music/band, over 50 dBA. [Ward 1]

Quad City Arts; Riverssance Festival of Fine Art; Lindsay Park | 2205 East 11th Street; 10:00 a.m. - 5:00 p.m. Saturday, September 20, 2025 and 10:00 a.m. - 4:00 p.m. Sunday, September 21, 2025; Outdoor music/band, over 50 dBA. [Ward 5]

Recommendation:

Pass the Motion.

Background:

These requests for noise variances have been received pursuant to the Municipal Code of Davenport, Iowa, Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

J&M Displays | City staff emailed five (5) Good Neighbor Project leaders around LeClaire Park on July 16, 2025, informing them of the fireworks and asking them to share with as many people as they can via text, email, and Facebook groups; community bulletin boards; NextDoor app, etc. As of the publication of this agenda, no objections have been filed with the Deputy City Clerk. If any are received before final approval on August 13 City Council, they will be provided to City Council for consideration before final action on the noise variance.

Gypsy Highway | While this variance would cover the full range of days and hours, there may be days when a band is not booked and no event will take place. The Sunday afternoon events will be occasional, and all are weather-permitting. 200 flyers were distributed to properties

around the establishment, and as of the publication of this agenda, no objections have been filed with the Deputy City Clerk. If any are received before final approval on August 13, they will be provided to City Council for consideration before final action on the noise variance.

Attachments:

1. Riverfront Pops Fireworks GNP Leader Email
2. Gypsy Highway Noise Variance Flyer to Neighbors
3. Jimmie O's Street Fest Noise Variance Petition
4. Riverssance Festival of Fine Arts Letter to Neighbors

Krup, Brian

From: GNP
Sent: Wednesday, July 16, 2025 10:25 AM
Subject: Riverfront Pops Fireworks

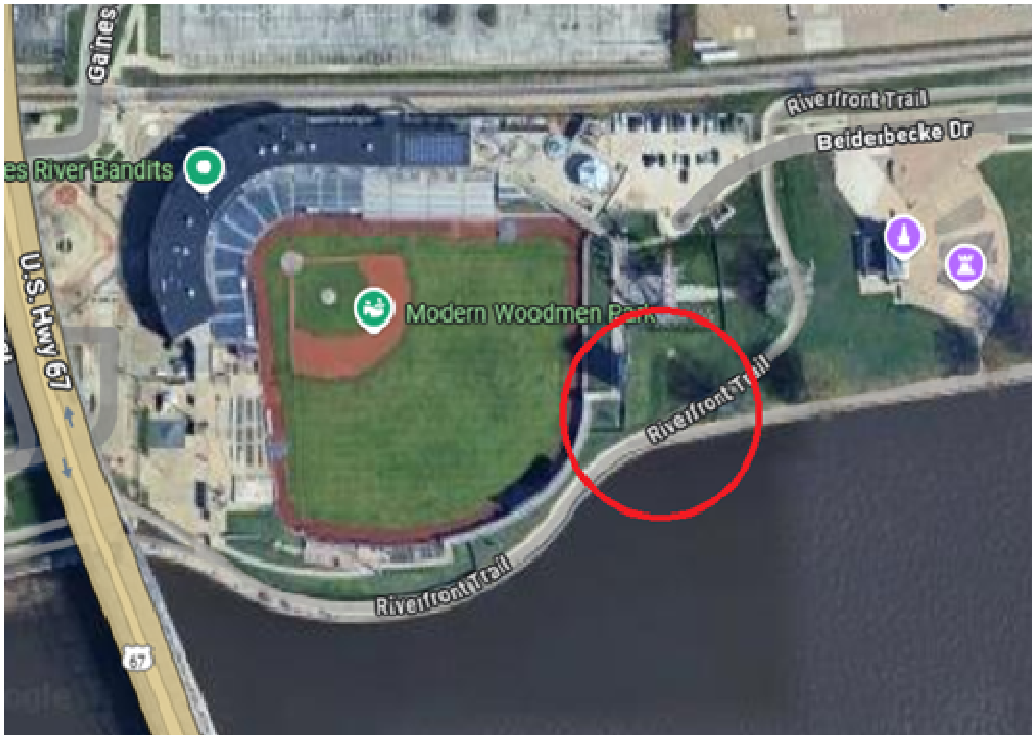
Good morning, GNP Leader!

The City of Davenport is assisting the Quad City Symphony Orchestra in being a good neighbor by helping communicate to the surrounding area about an upcoming fireworks show in conjunction with Riverfront Pops. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email, text, or Facebook groups; community bulletin boards; NextDoor app; etc):

Date: Saturday, August 16, 2025

Time: Beginning after the concert at approximately 9:30 p.m. for 20-25 minutes.

Location: LeClaire Park | Fireworks shoot site will be behind Modern Woodmen Park



Anyone opposed to this fireworks request can submit in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, August 13.

As always, we appreciate your collaboration with the City and being good neighbors.

Have a great day!

Allie McWilliams

Community Engagement Coordinator | Administration
City of Davenport

T 563-888-3202

**We would love for
you to join us for
some Outdoor**

Live Music

**& Cold Drinks On
The Patio at Gypsy
Highway
Bar & Grill**

**Saturdays May- October, 7-11 pm,
1st Wednesday of the month Bike
Nights May- Sept 6-9 pm, & an
occasional Sunday afternoon,
weather permitting.**



**2606 W Locust St
Davenport Ia 52804**

**Written Objections can be submitted to Brian Krup, Deputy
City Clerk for The City of Davenport, at
Brian.Krup@davenportiowa.com**

Thank you for supporting Live Music



CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 6th day of September, 2025, there is proposed an event at Simmie Os Salazar which will include outdoor music or a band, requested by James Oldham, during the hours of 6-10 pm.

Please note: dates and times on this form must match those entered on the special events application.

*Please sign your name and print address below and indicate whether you are in favor of the noise variance, opposed to the noise variance, or are not concerned (mark one).

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Shiloh 2723 Telegraph</u>	☒	☐	☐
<u>Matt Debi 222 S Rolfs</u>	☒	☐	☐
<u>Andrew Derby 222 S Rolfs</u>	☒	☐	☐
<u>James Oldham 2723 Telegraph</u>	☒	☐	☐
<u>Garon Thompson 2135 1/2 Telegraph</u>	☒	☐	☐
<u>Mike J. Del 2805 Telegraph Rd</u>	☒	☐	☐
<u>Randa Braughton 2723</u>	☒	☐	☐
<u>Evica Diaz White Wood</u>	☒	☐	☐
<u>Tara Serrano 2732 Telegraph Rd</u>	☒	☐	☐
<u>SAU</u>	☒	☐	☐
<u>Cameron 2724 Whitewood</u>	☒	☐	☐

*If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

*If more space is needed, please use additional sheets.

James Oldham
Signature of Applicant

6/14/2025
Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

**Riverssance Festival of Fine Arts
37th Annual Show
September 20 & 21
Saturday 10-5
Sunday 10-4**

Quad City Arts' Riverssance Festival of Fine Arts will be celebrating its' 37th year in 2025 as the premier fine arts festival of the Quad Cities, showcasing top artist from throughout North America. The Riverssance Festival is located in Upper Lindsay Park on a scenic hill overlooking the Mississippi River in the historic Village of East Davenport. Riverssance will feature a free children's art tent, wine tasting, gourmet food and live regional music.

As in the past 11th Street will be closed between Jersey Ridge and Hillcrest Ave beginning Friday morning September 19 through Sunday evening September 21. We apologize for the inconvenience this may cause you. Please accept these two entry passes as our thank you for your support and join us in this celebration of the arts.

If you have any questions or concerns please contact me:

Jim Cronk, Riverssance Committee

jecronk01@aol.com

563-650-6814

City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
8/13/2025

Subject:
Motion approving beer and liquor license applications.

A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc.
(as noted):

Ward 1

Midwest Festivals (Midwest Festivals, LLC) - 2200 West River Drive - Temporary Outdoor Event
September 27-28 - License Type: Class C Liquor (On-Premises)

Midwest Festivals (Midwest Festivals, LLC) - 2200 West River Drive - Temporary Outdoor Event
October 4-5 - License Type: Class C Liquor (On-Premises)

Ward 3

Nub's Bar and Microwave (Nub's Bar and Microwave, LLC) - 2202 West 3rd Street - New
License/Owners with Outdoor Area - License Type: Class C Liquor (On-Premises)

Barrel House, LLC (The Barrel House, LLC) - 119 East 3rd Street - Temporary Outdoor Event
August 15-16 - License Type: Class C Liquor (On-Premises)

Great River Brewery (AFS GRB BrewCo Davenport, LLC) - 400 Beiderbecke Drive - Temporary
Outdoor Event August 15-16 - License Type: Special Class C Beer/Wine (On-Premises)

Jerry's (Jerry's, LLC) - 400 Beiderbecke Drive - Temporary Outdoor Event August 16 - License
Type: Class C Liquor (On-Premises)

Stompbox Brewing (Jpx2me, LLC) - 210 East River Drive #101 – Temporary Extended Outdoor
Area August 15-16 - License Type: Class C Liquor (On-Premises)

Front Street Brewery (Front Street Brewery, Inc) - 501 Brady Street - Temporary Outdoor Event
August 15-16 - License Type: Class C Liquor (On-Premises)

Palmer College Of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 Brady Street -
Temporary Extended Outdoor Areas September 18-20 - License Type: Class C Liquor (On-
Premises)

Ward 6

Texas Roadhouse (Texas Roadhouse Holdings, LLC) - 4005 East 53rd Street - Premises
Update/Expansion - License Type: Class C Liquor (On-Premises)

B. Annual license renewals (with outdoor area as noted):

Ward 3

Mary's On 2nd (Birdland, Inc) - 832 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Express Lane Gas & Food Mart (Express Lane, Inc) - 1139 North Brady Street - License Type: Class B Beer/Wine (Carry-Out)

Moti's Food (QC Diner, LLC) - 1717 West 3rd Street - License Type: Class E Liquor (Carry-Out)

Nally's Kitchen, Inc (Nally's Kitchen, Inc) - 1622 Rockingham Road - License Type: Class C Liquor (On-Premises)

The Office (Local 563 Cocktail Lounge, LLC) - 116 West 3rd Street - License Type: Class C Liquor (On-Premises)

Palmer College Of Chiropractic (Palmer College Foundation) - 1000, 1001, 1005 Brady Street - License Type: Class C Liquor (On-Premises)

River Center/Adler Theatre (VenuWorks of Davenport, LLC) - 136 East 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Tiphannie's (Oh So Sweet, LLC) - 210 East 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

The Putnam (Putnam Museum and Science Center) - 1717 West 12th Street - License Type: Class C Liquor (On-Premises)

Ward 5

Express Lane Gas and Food Mart (Express Lane, Inc) - 1909 Harrison Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 6

Holiday Inn & Suites/J-Bar (HOA Hotels, LLC) - 4215 Elmore Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Red Lobster #0133 (Red Lobster Restaurants, LLC) - 3420 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 7

Phil & Larrys Saloon (P & L, Inc) - 4811 Brady Street #2 - Outdoor Area - License Type: Class C

Liquor (On-Premises)

Ridhi Rose Mart, LLC (Ridhi Rose Mart, LLC) - 3417 Harrison Street - License Type: Class B Beer/Wine (Carry-Out)

Stop-n-Go #562 (Kwik Trip, Inc) - 4619 Brady Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 8

Leisure Lanes (Four Bros, LLC) - 2802 West 73rd Street - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

Background:
These applications have been reviewed by the Police, Fire, and Zoning Departments.

Attachments:
None

City of Davenport

Department: Public Works
Contact Info: Clay Merritt | 563-326-7734

Action / Date
8/13/2025

Subject:

Motion accepting work completed under the Whalen Park Walking Path project by Langman Construction, Inc of Rock Island, Illinois in the amount of \$77,863.38, CIP #64112. [Ward 8]

Recommendation:

Adopt the Resolution

Background:

This project constructed an ADA accessible walking path around Whalen Park that now connects the playground, basketball court, and pavilion with open recreation fields on the east side of the park.

This project was funded through CIP #64112 | Whalen Park Walking Path.

Attachments:

None

City of Davenport

Department: Public Works
Contact Info: Amy Kay | 563-327-5160

Action / Date
8/13/2025

Subject:

Motion accepting work completed under the Hayes Court Subdrain project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$32,956, CIP #33063. [Ward 1]

Recommendation:

Pass the Motion.

Background:

This sump pump abatement project installed a new subdrain and cleanouts for residents to connect their sump pumps and to more adequately drain the roadway. The area has a high water table and water pushing up through the pavement resulted in a slime and icing problem.

The total project cost was \$32,956 and was funded in CIP #33063 for sump pump abatement.

Attachments:

None

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
8/13/2025

Subject:

Motion approving agreements with Golf Complete, Inc dba foreUP of Blue Ash, Ohio for payment services at Duck Creek, Emeis, and Red Hawk Golf Courses. [Wards 1, 6, & 8]

Recommendation:

Pass the Motion.

Background:

A sole source procurement justification is on file with the Purchasing Division.

Beginning September 1, 2025, the current credit card processing service will no longer be supported, necessitating a new processor. This agreement will provide credit card processing services for the point-of-sale system utilized at Duck Creek, Emeis, and Red Hawk Golf Courses. The new credit card processor will integrate with and be supported by the current point-of-sale system.

See attached agreements for fee structure.

Funding for the credit card processing fees comes from golf revenue.

Attachments:

1. Duck Creek Agreement
2. Emeis Agreement
3. Red Hawk Agreement

AMENDMENT TO LICENSE AGREEMENT

Golf Compete, Inc. d/b/a foreUP ("foreUP")
9987 Carver Road, Suite 230
Blue Ash, OH 45242
Sales: (866) 792-0969
Support: (800) 929-5737
Agreement ID : Q-36821



info@foreup.com
www.foreupgolf.com

Prepared by:
Michelle Gheller
michelle@foreup.com

This Amendment to License Agreement (the "Amendment") by and between Golf Compete, Inc., a Delaware corporation doing business as foreUP ("Licensor") and Duck Creek Golf Course ("Client" or "Licensee"). Licensor and Licensee shall be collectively referred to as the "Parties".

This Amendment constitutes a valid modification of the License Agreement entered into by the Parties. In consideration of the mutual covenants below and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following changes:

1. The Parties acknowledge and agree to modifications described herein, which changes shall become effective on the date signed below.

CLIENT INFORMATION

Client Name ("Client"):	Duck Creek Golf Course
Client Address:	2898 E Locust St, Davenport, IA 52803
Client Contact Name:	Mike Matson
Client Contact Phone:	
Client Contact Email:	
Client Billing Contact:	Troy A Evans
Billing Contact Email :	troy.evans@davenportiowa.com

TERM & BILLING

Initial Term:	12
Renewal Term:	12 months for all products and services (unless on seasonal Ad Services Contract - renewal period will automatically renew for that seasonal duration).
Billing Start Date:	9/1/2025

Invoice Frequency:	Monthly
Payment Terms:	See, Section 2 of Terms of Service

APPROVED LOCATION
Duck Creek Golf Course
2898 E Locust St, Davenport, IA 52803 United States

SERVICES & FEES
**** If Client does not sign and accept this License Agreement by 9/1/2025, then foreUP's offered pricing for Services will expire.****
Note: All Fees subject to increase in accordance with the Terms of Service.

Products/Services (per Monthly Pricing)

QTY	Product Name
1	foreUP Payment Services (see Payment Services Fees below)

One Time Fees Subtotal	
Total List Price	USD 0.00

Products/Services Subtotal (per Monthly Pricing)	
Total List Price	USD 0.00

PAYMENT SERVICES

foreUP Payments is offered to integrate credit card transactions to foreUP software services, including: processing payments and tips, issuing refunds, storing customer card information for future payments, and allowing customers to purchase gift cards, reservations, and other goods and services online. foreUP Payments also enables you to view, export, and reconcile your credit card transactions. By signing below, you authorize us to conduct the foregoing services on your behalf.

Account: Your use of foreUP Payments is contingent upon the completion and approval of the foreUP Payments Sub-Merchant Application and Agreement, including the foreUP Payments Terms and Conditions.

Fees: Your fee structure will be Interchange Cost Plus. foreUP will pass all network costs and ancillary fees directly to you and you agree to pay foreUP's fees listed below, each of which will be deducted at the time of transaction:

1. a fee equal to 0.95 % of the total transaction
2. a flat fee of \$0.20 per transaction
3. Chargeback Fee: You will be responsible for responding to payment disputes. Lost disputes will automatically be refunded from your account. You agree to pay a \$15.00 fee per dispute.

Hardware: You are responsible for the purchase of compatible credit card devices from our online store.

Termination: foreUP retains the right to adjust the fee structure after one year from the date this Amendment is signed. You may terminate foreUP Payments by submitting written notice at least sixty days prior to the end of the current term. If your License Agreement with foreUP ends, your foreUP Payments account will terminate automatically upon termination of the License Agreement without penalty. Additionally, Licensor may terminate the foreUP Payments Services at any time and for any reason, with or without notice to you and with no liability to you.

Conflicting Provisions: To the extent the terms of this Amendment modify or conflict with any provisions of the License Agreement, these terms shall control. All other terms of the License Agreement not modified by this Amendment shall remain the same

METHOD OF PAYMENT

ACH/Credit Card	USD 0.00 Billed Monthly
-----------------	-------------------------

NOTE: All one-time fees are due and payable upon the Effective Date herein (which shall be the date below). Product and Services dues are billed on the 1st of each month. Payment confirmation will be emailed to the provided customer email address: troy.evans@davenportiowa.com foreUP only takes payments in two forms: ACH or credit card.

TERMS OF SERVICE

The Payment Services described in this Amendment to the License Agreement are provided to Client subject to the terms and conditions of the License Agreement, along with the Sub-Merchant Agreement, foreUP's [Terms of Service](https://www.foreupgolf.com/terms-of-service/) (<https://www.foreupgolf.com/terms-of-service/>) and [Privacy Policy](https://www.foreupgolf.com/foreup-privacy-policy/) (<https://www.foreupgolf.com/foreup-privacy-policy/>) and other documents by reference.

Any capitalized terms not defined elsewhere in this License Agreement shall have the meanings attributed in the Agreement. Fees of Services will commence on the Billing Start Date, as described above, and Client's payment of Fees will be due and payable on the payment terms described in the Terms of Service.

ADDITIONAL TERMS & CONDITIONS

By signing below, foreUP and Client each acknowledge that they have carefully read and fully understand the Agreement as written, and each agrees to be bound by the terms of this Agreement. This Agreement will become effective as of the date of last party signature to the License Agreement ("Effective Date"). The individuals signing the Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

CLIENT	foreUP
Duck Creek Golf Course	Golf Compete, Inc.
By: Title:	By: Title: President, Clubessential
Effective Date:	Date:

AMENDMENT TO LICENSE AGREEMENT

Golf Compete, Inc. d/b/a foreUP ("foreUP")
9987 Carver Road, Suite 230
Blue Ash, OH 45242
Sales: (866) 792-0969
Support: (800) 929-5737
Agreement ID : Q-36820



info@foreup.com
www.foreupgolf.com

Prepared by:
Michelle Gheller
michelle@foreup.com

This Amendment to License Agreement (the "Amendment") by and between Golf Compete, Inc., a Delaware corporation doing business as foreUP ("Licensor") and Emeis Golf Course ("Client" or "Licensee"). Licensor and Licensee shall be collectively referred to as the "Parties".

This Amendment constitutes a valid modification of the License Agreement entered into by the Parties. In consideration of the mutual covenants below and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following changes:

1. The Parties acknowledge and agree to modifications described herein, which changes shall become effective on the date signed below.

CLIENT INFORMATION

Client Name ("Client"):	Emeis Golf Course
Client Address:	4500 West Central Park Avenue, Davenport, IA 52804
Client Contact Name:	Mike Matson
Client Contact Phone:	
Client Contact Email:	
Client Billing Contact:	Troy Evans
Billing Contact Email :	troy.evans@davenportiowa.com

TERM & BILLING

Initial Term:	12
Renewal Term:	12 months for all products and services (unless on seasonal Ad Services Contract - renewal period will automatically renew for that seasonal duration).
Billing Start Date:	9/1/2025

Invoice Frequency:	Monthly
Payment Terms:	See, Section 2 of Terms of Service

APPROVED LOCATION
Emeis Golf Course
4500 West Central Park Avenue, Davenport, IA 52804 United States

SERVICES & FEES
**** If Client does not sign and accept this License Agreement by 9/1/2025, then foreUP's offered pricing for Services will expire.****
Note: All Fees subject to increase in accordance with the Terms of Service.

Products/Services (per Monthly Pricing)

QTY	Product Name
1	foreUP Payment Services (see Payment Services Fees below)

One Time Fees Subtotal	
Total List Price	USD 0.00

Products/Services Subtotal (per Monthly Pricing)	
Total List Price	USD 0.00

PAYMENT SERVICES

foreUP Payments is offered to integrate credit card transactions to foreUP software services, including: processing payments and tips, issuing refunds, storing customer card information for future payments, and allowing customers to purchase gift cards, reservations, and other goods and services online. foreUP Payments also enables you to view, export, and reconcile your credit card transactions. By signing below, you authorize us to conduct the foregoing services on your behalf.

Account: Your use of foreUP Payments is contingent upon the completion and approval of the foreUP Payments Sub-Merchant Application and Agreement, including the foreUP Payments Terms and Conditions.

Fees: Your fee structure will be Interchange Cost Plus. foreUP will pass all network costs and ancillary fees directly to you and you agree to pay foreUP's fees listed below, each of which will be deducted at the time of transaction:

1. a fee equal to 0.95 % of the total transaction
2. a flat fee of \$0.20 per transaction
3. Chargeback Fee: You will be responsible for responding to payment disputes. Lost disputes will automatically be refunded from your account. You agree to pay a \$15.00 fee per dispute.

Hardware: You are responsible for the purchase of compatible credit card devices from our online store.

Termination: foreUP retains the right to adjust the fee structure after one year from the date this Amendment is signed. You may terminate foreUP Payments by submitting written notice at least sixty days prior to the end of the current term. If your License Agreement with foreUP ends, your foreUP Payments account will terminate automatically upon termination of the License Agreement without penalty. Additionally, Licensor may terminate the foreUP Payments Services at any time and for any reason, with or without notice to you and with no liability to you.

Conflicting Provisions: To the extent the terms of this Amendment modify or conflict with any provisions of the License Agreement, these terms shall control. All other terms of the License Agreement not modified by this Amendment shall remain the same

METHOD OF PAYMENT

ACH/Credit Card	USD 0.00 Billed Monthly
-----------------	-------------------------

NOTE: All one-time fees are due and payable upon the Effective Date herein (which shall be the date below). Product and Services dues are billed on the 1st of each month. Payment confirmation will be emailed to the provided customer email address: troy.evans@davenportiowa.com foreUP only takes payments in two forms: ACH or credit card.

TERMS OF SERVICE

The Payment Services described in this Amendment to the License Agreement are provided to Client subject to the terms and conditions of the License Agreement, along with the Sub-Merchant Agreement, foreUP's [Terms of Service](https://www.foreupgolf.com/terms-of-service/) (<https://www.foreupgolf.com/terms-of-service/>) and [Privacy Policy](https://www.foreupgolf.com/foreup-privacy-policy/) (<https://www.foreupgolf.com/foreup-privacy-policy/>) and other documents by reference.

Any capitalized terms not defined elsewhere in this License Agreement shall have the meanings attributed in the Agreement. Fees of Services will commence on the Billing Start Date, as described above, and Client's payment of Fees will be due and payable on the payment terms described in the Terms of Service.

ADDITIONAL TERMS & CONDITIONS

By signing below, foreUP and Client each acknowledge that they have carefully read and fully understand the Agreement as written, and each agrees to be bound by the terms of this Agreement. This Agreement will become effective as of the date of last party signature to the License Agreement ("Effective Date"). The individuals signing the Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

CLIENT	foreUP
Emeis Golf Course	Golf Compete, Inc.
By: Title:	By: Title: President, Clubessential
Effective Date:	Date:

AMENDMENT TO LICENSE AGREEMENT

Golf Compete, Inc. d/b/a foreUP ("foreUP")
9987 Carver Road, Suite 230
Blue Ash, OH 45242
Sales: (866) 792-0969
Support: (800) 929-5737
Agreement ID : Q-36822



info@foreup.com
www.foreupgolf.com

Prepared by:
Michelle Gheller
michelle@foreup.com

This Amendment to License Agreement (the "Amendment") by and between Golf Compete, Inc., a Delaware corporation doing business as foreUP ("Licensor") and Red Hawk Golf Course (IA) ("Client" or "Licensee"). Licensor and Licensee shall be collectively referred to as the "Parties".

This Amendment constitutes a valid modification of the License Agreement entered into by the Parties. In consideration of the mutual covenants below and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following changes:

1. The Parties acknowledge and agree to modifications described herein, which changes shall become effective on the date signed below.

CLIENT INFORMATION

Client Name ("Client"):	Red Hawk Golf Course (IA)
Client Address:	6364 Northwest Blvd, Davenport, IA 52806-1742
Client Contact Name:	Mike Matson
Client Contact Phone:	
Client Contact Email:	
Client Billing Contact:	Troy Evans
Billing Contact Email :	troy.evans@davenportiowa.com

TERM & BILLING

Initial Term:	12
Renewal Term:	12 months for all products and services (unless on seasonal Ad Services Contract - renewal period will automatically renew for that seasonal duration).
Billing Start Date:	9/1/2025

Invoice Frequency:	Monthly
Payment Terms:	See, Section 2 of Terms of Service

APPROVED LOCATION
Red Hawk Golf Course (IA)
6364 Northwest Blvd, Davenport, IA 52806-1742 United States

SERVICES & FEES
**** If Client does not sign and accept this License Agreement by 9/1/2025, then foreUP's offered pricing for Services will expire.****
Note: All Fees subject to increase in accordance with the Terms of Service.

Products/Services (per Monthly Pricing)

QTY	Product Name
1	foreUP Payment Services (see Payment Services Fees below)

One Time Fees Subtotal	
Total List Price	USD 0.00

Products/Services Subtotal (per Monthly Pricing)	
Total List Price	USD 0.00

PAYMENT SERVICES

foreUP Payments is offered to integrate credit card transactions to foreUP software services, including: processing payments and tips, issuing refunds, storing customer card information for future payments, and allowing customers to purchase gift cards, reservations, and other goods and services online. foreUP Payments also enables you to view, export, and reconcile your credit card transactions. By signing below, you authorize us to conduct the foregoing services on your behalf.

Account: Your use of foreUP Payments is contingent upon the completion and approval of the foreUP Payments Sub-Merchant Application and Agreement, including the foreUP Payments Terms and Conditions.

Fees: Your fee structure will be Interchange Cost Plus. foreUP will pass all network costs and ancillary fees directly to you and you agree to pay foreUP's fees listed below, each of which will be deducted at the time of transaction:

1. a fee equal to 0.95 % of the total transaction
2. a flat fee of \$0.20 per transaction
3. Chargeback Fee: You will be responsible for responding to payment disputes. Lost disputes will automatically be refunded from your account. You agree to pay a \$15.00 fee per dispute.

Hardware: You are responsible for the purchase of compatible credit card devices from our online store.

Termination: foreUP retains the right to adjust the fee structure after one year from the date this Amendment is signed. You may terminate foreUP Payments by submitting written notice at least sixty days prior to the end of the current term. If your License Agreement with foreUP ends, your foreUP Payments account will terminate automatically upon termination of the License Agreement without penalty. Additionally, Licensor may terminate the foreUP Payments Services at any time and for any reason, with or without notice to you and with no liability to you.

Conflicting Provisions: To the extent the terms of this Amendment modify or conflict with any provisions of the License Agreement, these terms shall control. All other terms of the License Agreement not modified by this Amendment shall remain the same

METHOD OF PAYMENT

ACH/Credit Card	USD 0.00 Billed Monthly
-----------------	-------------------------

NOTE: All one-time fees are due and payable upon the Effective Date herein (which shall be the date below). Product and Services dues are billed on the 1st of each month. Payment confirmation will be emailed to the provided customer email address: troy.evans@davenportiowa.com foreUP only takes payments in two forms: ACH or credit card.

TERMS OF SERVICE

The Payment Services described in this Amendment to the License Agreement are provided to Client subject to the terms and conditions of the License Agreement, along with the Sub-Merchant Agreement, foreUP's [Terms of Service](https://www.foreupgolf.com/terms-of-service/) (<https://www.foreupgolf.com/terms-of-service/>) and [Privacy Policy](https://www.foreupgolf.com/foreup-privacy-policy/) (<https://www.foreupgolf.com/foreup-privacy-policy/>) and other documents by reference.

Any capitalized terms not defined elsewhere in this License Agreement shall have the meanings attributed in the Agreement. Fees of Services will commence on the Billing Start Date, as described above, and Client's payment of Fees will be due and payable on the payment terms described in the Terms of Service.

ADDITIONAL TERMS & CONDITIONS

By signing below, foreUP and Client each acknowledge that they have carefully read and fully understand the Agreement as written, and each agrees to be bound by the terms of this Agreement. This Agreement will become effective as of the date of last party signature to the License Agreement ("Effective Date"). The individuals signing the Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

CLIENT	foreUP
Red Hawk Golf Course (IA)	Golf Compete, Inc.
By: Title:	By: Title: President, Clubessential
Effective Date:	Date: