

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, February 25, 2026; 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 February 11, 2026.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for February 18, 2026.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

1. Women in Construction Week | March 1-7, 2026

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

1. Resolution approving the purchase of one Ford Interceptor and one Ford Expedition from Stivers Ford of Waukee, Iowa, in the amount of \$104,752 using State of Iowa Department of Administrative Services contract #24051A. [All Wards]

- i. Motion for suspension of the rules to amend
- ii. Motion to amend

2. Resolution appointing Timothy A. Gleason as the City of Davenport's City Administrator and approving a related employment agreement. [All Wards]

XI. 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. Third Consideration: Ordinance amending Chapter 8.12 entitled "Nuisances" of the Municipal Code of Davenport, Iowa, to update language in accordance with Iowa State Code and update the problem area nuisance list. [All Wards]
2. Third Consideration: Ordinance amending Chapter 10.16 entitled "Traffic Control Devices" of the Municipal Code of Davenport, Iowa, to clarify authority related to traffic fines. [All Wards]
3. Third Consideration: Ordinance amending Chapter 10.40 entitled "Speed Restrictions" of the Municipal Code of Davenport, Iowa, to clarify the applicability of posted and code-established speed limits. [All Wards]
4. Third Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by changing West 3rd Street from Marquette Street to Brown Street to a 25-mph speed zone. [Ward 3]
5. Third Consideration: Ordinance amending Chapter 3.20 entitled "Sales and Service Tax" of the Municipal Code of Davenport, Iowa, by amending Section 3.20.020 and repealing Section 3.20.030 to align with Iowa Code. [All Wards]
6. First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by adding 12th Street along the south side from a point 50 feet west of Christie Street, west 24 feet. [Ward 5]
7. Resolution approving the 2026 Urban Revitalization Tax Exemption (URTE) projects. [All Wards]
8. Resolution authorizing the Fire Department to join the Illinois Mutual Aid Box Alarm System (IL-MABAS) Division 43 and authorizing the Fire Chief to act on behalf of the City within the System. [All Wards]
9. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Daiquiri Factory, Mac's, Carriage Haus, Kilkenny's, and Collette's; St. Patrick's Day Celebration; 300 block of West 3rd Street; approximately 2:00 p.m. (after the parade) Saturday, March 14, 2026 - 6:00 a.m. Sunday, March 15, 2026; **Closure:** West 3rd Street from Ripley Street to Harrison Street. [Ward 3]

The Office; St. Patrick's Day Celebration; 116 West 3rd Street; approximately 2:00 p.m. (after the parade) Saturday, March 14, 2026 - 12:00 a.m. Sunday, March 15, 2026; **Closure:** West 3rd Street from Main Street to Brady Street. [Ward 3]

Visit Quad Cities; Gathering of the Green; RiverCenter | 136 East 3rd Street | 7:00

a.m. Sunday, March 15, 2026 - 5:00 p.m. Sunday, March 22, 2026; **Closures:** 7:00 a.m. Sunday, March 15, 2026 - 5:00 p.m. Tuesday, March 17, 2026, and 7:00 a.m. Saturday, March 21, 2026 - 5:00 p.m. Sunday, March 22, 2026: Pershing Avenue from River Drive to East 3rd Street for vendor move-in and move-out (East 2nd Street will remain open); 5:00 p.m. Tuesday, March 17, 2026 - 7:00 a.m. Saturday, March 21, 2026: Pershing Avenue from East 2nd Street to East 3rd Street. [Ward 3]

10. Resolution awarding a contract for the Pine Street (West 49th Street to West 53rd Street) Reconstruction project to CDMI Concrete Contractors Inc of Port Byron, Illinois, in the amount of \$887,082.59, CIP #35061. [Ward 2]
11. Resolution awarding a contract for the CY 2026 Contract Milling Program to Langman Construction, Inc of Rock Island, Illinois, in the amount of \$190,929.46, CIP #35041. [All Wards]
12. Resolution awarding a contract for the CY 2026 Pedestrian Curb Ramp Retrofit Program to Leveraged Services, LLC of Bettendorf, Iowa, in the amount of \$161,114, CIP #35066. [All Wards]
13. Resolution awarding a blanket contract for the purchase of asphalt oils for the 2026 construction season to Bituminous Materials & Supply of Des Moines, Iowa, as the supplier of emulsion oil at \$2.60 per gallon and asphalt binder at \$520 per ton. [All Wards]
14. Resolution awarding a blanket contract for the purchase of hot mix asphalt for the 2026 construction season to RiverStone Group, Inc of Davenport, Iowa, as primary supplier in the amount of \$56.00/\$59.75 per ton; Manatts, Inc – Eastern Iowa Division, of Camanche, Iowa, as secondary supplier in the amount of \$63.99 per ton; and Tickle Asphalt Co, Ltd, of Milan, Illinois, as tertiary supplier in the amount of \$80.00 per ton, CIP #35066. [All Wards]
15. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Rockingham Road (South Farragut Street to South Elmwood Avenue) Reconstruction project, CIP #35061. [Ward 1]
16. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Street (Heatherton Drive to Hickory Grove Road) Rehabilitation project, CIP #35061. [Wards 1 & 2]
17. Resolution approving the plans, specifications, form of contract, and estimate of cost for the East 90th Street (Harrison Street to Holden Drive) Reconstruction project, CIP #35061. [Ward 8]
18. Resolution approving the plans, specifications, form of contract, and estimate of cost for the FY 2027 State Patching Program, CIP #35045. [Wards 1, 2, 3, 6, & 7]
19. Resolution approving a grant agreement with the Iowa Department of Transportation (IDOT) for the Eastern Avenue Bridge (North) Over Goose Creek Replacement project in the amount of \$1,500,000, CIP #21012. [Wards 6 & 7]

20. Resolution approving a five-year Airport Management and Operations Agreement, with two automatic five-year renewals, with Jet Air, Inc. [Ward 8]
21. Resolution approving a fueling agreement between the City of Davenport and Jet Air, Inc at the Davenport Municipal Airport. [Ward 8]
22. Resolution awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana. [All Wards]
23. Resolution setting a Public Hearing for the FY 2027 proposed property tax levy rate and amount. [All Wards]
24. Motion approving beer and liquor license applications.

A. New License, New Owner, Temporary Permit, Temporary Outdoor Area, Location Transfer, etc. (as noted):

Ward 6

Staybridge Suites Davenport (Surya Management, LLC) - 4729 Progress Drive - License Downgrade - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

B. Annual License Renewals (with Outdoor Area as noted):

Ward 1

The Gas Spot (Inconvenience, Inc) - 3624 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Sub Express & Gas (Keya Food Mart, Inc) - 4307 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 3

Devon's Complaint Dept (Triple Crown Whiskey Bar, LLC) - 304 East 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

La Finca (La Finca, LLC) - 916 West 2nd Street - License Type: Class C Liquor (On-Premises)

Ward 5

The Gas Spot (Inconvenience, Inc) - 1136 East Locust Street - License Type: Class B Beer/Wine (Carry-Out)

The Gas Spot (Inconvenience, Inc) - 303 West Locust Street - License Type: Class B

Beer/Wine (Carry-Out)

Ward 6

R Bar-QCA, LLC (R Bar-QCA, LLC) - 4907 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

The Gas Spot (Inconvenience, Inc) - 201 West 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

25. Motion awarding blanket agreements for the purchase of materials for the 2026 construction season to the lowest responsive and responsible bidders. [All Wards]
26. Motion approving the purchase of a Ford F-350 pickup truck in the amount of \$49,022.50 from Stivers Ford of Waukee, Iowa, using Iowa Department of Administrative Services contract #26065, and a salt spreader and a front-mounted plow in the amount of \$16,806 from Truck Equipment of Des Moines, Iowa, using State of Iowa Department of Administrative Services contract MA005-25197. [All Wards]

XII. Other Ordinances, Resolutions and Motions

XIII. 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 complaints or suggestions tonight.

Please state your name and ward for the record. There is a five (5) minute time limit. Please end your comments promptly.

XIV. Final Comments from Council Members and the Mayor

XV. Executive Session

1. To discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c) and to discuss strategy in matters relating to employment conditions pursuant to Iowa Code Section 21.9.

XVI. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council meeting minutes for February 11, 2026.

Action / Date
2/25/2026

Attachments:

1. 021126 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, February 11, 2026

The City Council of Davenport, Iowa, met in regular session on Wednesday, February 11, 2026, at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa, with Mayor Gordon presiding and all Aldermen present (R. Dunn, Vasquez, Holloway, Lienen, Gripp, Newton, Blunk, T. Dunn, Jobgen, and Burkholder).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderwoman Newton

III. Roll Call | **All present**

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council Meeting minutes for January 28, 2026.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for February 4, 2026.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, February 4, 2026 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Gordon presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Gripp. Upon the roll being called, all Aldermen were present (R. Dunn, Vasquez, Holloway, Lienen, Gripp, Newton, Blunk, T. Dunn, Jobgen, and Burkholder).

The following Public Hearings were held: **Public Works:** 1. on the specifications, form of contract, and estimate of cost for the CY 2026 Pedestrian Curb Ramp Retrofit Program, CIP #35066; 2. on the specifications, form of contract, and estimate of cost for the CY 2026 Contract Milling Program, CIP #35041; 3. on the plans, specifications, form of contract, and estimate of cost for the Glaspell Street Rehabilitation project, CIP #35062; 4. on the plans, specifications, form of contract, and estimate of cost for the Jebens Avenue (West 61st Street to West 62nd Street) Reconstruction project, CIP #35062; and 5. on the plans, specifications, form of contract, and estimate of cost for the West 15th Street (Harrison Street to Brady Street) Mill and Overlay project, CIP #35062.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Lienen reviewed both items listed. On motion by Alderman Holloway, seconded by Alderman Gripp both items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, seconded by Alderwoman Burkholder all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Vasquez, seconded by Alderwoman Burkholder all items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed both items listed. On motion by Alderman Blunk, seconded by Alderwoman Burkholder both items moved to the Consent Agenda. **Other Ordinances, Resolutions and Motions:** Alderman Gripp reviewed both items listed. On motion by Alderwoman Newton, seconded by Alderman Lienen item #1, Motion appointing Alderman Blunk, Alderman Lienen, Alderwoman Newton, and Alderman

Vasquez to the Code of Conduct Committee, moved to the Consent Agenda. A motion was moved by Alderman Gripp to suspend the rules to amend the Executive Session to add a topic to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c). The motion was seconded by Alderwoman Newton and upon the roll being called, all Aldermen present voted aye and the rules were suspended. A motion to add an Executive Session topic to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c) was moved by Alderman R. Dunn, seconded by Alderman Lienen, and approved.

On motion by Alderwoman Newton, seconded by Alderman Gripp and all Aldermen present voting aye, Council recessed to Executive Session to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c), to evaluate the professional competency of an individual in closed session as requested by that individual pursuant to Iowa Code Section 21.5(1)(i), and to discuss strategy in matters relating to employment conditions pursuant to Iowa Code Section 21.9 at **6:16 p.m.** Council reconvened in Executive Session at **6:22 p.m.** with Mayor Gordon and all Aldermen present (Blunk, Burkholder, R. Dunn, T. Dunn, Gripp, Holloway, Jobgen, Lienen, Newton, and Vasquez). Others present included Corporation Counsel Sam Huff, Interim City Administrator Tim Gleason (litigation, left at **6:56 p.m.**), Human Resources Director Alison Fleming (personnel, joined at **6:57 p.m.**), and Deputy City Clerk Brian Krup. On motion by Alderman Jobgen and seconded by Alderwoman Newton, Council returned to open session at **7:46 p.m.** On motion by Alderman Holloway and seconded by Alderman R. Dunn, Council adjourned at **7:46 p.m.**

VIII. Appointments, Proclamations, Etc.

A. Appointments

APPROVED 2026-39

1. Design Review Board
 - Karla Anderson (re-appointment)
2. Affirmative Action Advisory Commission
 - Vera Kelly (re-appointment)
 - Tyla Sherwin-Cole (re-appointment)
3. Riverfront Improvement Commission
 - Paul Reinartz (new appointment | Mayor)

B. Proclamations

ISSUED 2026-40

1. Black History Month | February 2026

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

XI. Approval of All Items on the Consent Agenda

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

1. Second Consideration: Ordinance amending Chapter 8.12 entitled "Nuisances" of the Municipal Code of Davenport, Iowa, to update language in accordance with Iowa State Code and update the problem area nuisance list. [All Wards] **MOVED TO THIRD CONSIDERATION**

2. Second Consideration: Ordinance amending Chapter 10.16 entitled "Traffic Control Devices" of the Municipal Code of Davenport, Iowa, to clarify authority related to traffic fines. [All Wards]

MOVED TO THIRD CONSIDERATION

3. Second Consideration: Ordinance amending Chapter 10.40 entitled "Speed Restrictions" of the Municipal Code of Davenport, Iowa, to clarify the applicability of posted and code-established speed limits. [All Wards]

MOVED TO THIRD CONSIDERATION

4. Second Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by changing West 3rd Street from Marquette Street to Brown Street to a 25-mph speed zone. [Ward 3]

MOVED TO THIRD CONSIDERATION

5. Second Consideration: Ordinance amending Chapter 3.20 entitled "Sales and Service Tax" of the Municipal Code of Davenport, Iowa, by amending Section 3.20.020 and repealing Section 3.20.030 to align with Iowa Code. [All Wards]

MOVED TO THIRD CONSIDERATION

6. Resolution extending the moratorium upon new solar farms as a principal use and freestanding solar panels as an accessory use until June 25, 2026, to align with the anticipated completion of the West Davenport Land Use and Infrastructure Study. [All Wards]

ADOPTED 2026-41

7. Resolution approving an amendment to the Lease Agreement to revise lease payments with BZE Holdings, Inc, d/b/a Boozie's Bar & Grill, at the Freight House. [Ward 3]

ADOPTED 2026-42

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

ADOPTED 2026-43

Quad City Symphony Orchestra; Symphony Day; RiverCenter/Adler Theatre | 136 East 3rd Street; 8:00 a.m. - 2:30 p.m. Thursday, March 5, 2026; **Closure:** northernmost parking lane/loading zone, westbound traffic lane, and center lane on East 3rd Street from Brady Street to Iowa Street. [Ward 3]

Center for Active Seniors, Inc; 43rd Annual St. Patrick's Day Race; Downtown; Saturday, March 14, 2026; **Closures:** 4:00 a.m. - 12:00 p.m. 2nd Street from Harrison Street to Brady Street; 7:00 a.m. - 11:00 a.m. 2nd Street from Harrison Street to Ripley Street; 8:30 a.m. - 11:00 a.m. two westernmost travel lanes and parking lane on Brady Street from 2nd Street to 3rd Street; 8:30 a.m. - 11:00 a.m. 3rd Street from Brady Street to Gaines Street; 9:30 a.m. - 11:00 a.m. 3rd Street from Gaines Street to Division Street; 9:50 a.m. - 10:10 a.m. all lanes of Brady Street from River Drive to 3rd Street. [Ward 3]

St. Patrick's Society; Grand Parade XL; Downtown; approximately 12:00 p.m. - 2:00 p.m. Saturday, March 14, 2026; **Closures:** Gaines Street from the Centennial Bridge to 3rd Street; 3rd Street from Gaines Street to the RiverCenter where the parade disbands. [Ward 3]

Daiquiri Factory, Mac's Tavern, Kilkenny's, Carriage Haus, and Collette's Dueling Piano Bar; I Love the 90's Block Party; 300 block of West 3rd Street; 7:00 a.m. Saturday, June 6, 2026 -

6:00 a.m. Sunday, June 7, 2026; **Closure:** West 3rd Street from Harrison Street to Ripley Street. [Ward 3]

9. Resolution accepting work completed under the 2024 Bridge Maintenance Program | East Locust Street Bridge Over the Canadian Pacific Kansas City Railway Rehabilitation project by Cramer and Associates, Inc of Grimes, Iowa, in the amount of \$970,085.55, CIP #21009. [Ward 5]

ADOPTED 2026-44

10. Resolution accepting work completed under the Veterans Memorial Parkway Trail Extension project by Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa, in the amount of \$709,783.40, CIP #28027. [Ward 8]

ADOPTED 2026-45

11. Resolution accepting work completed under the Main Street (Palmer Drive to Locust Street) Resurfacing project by Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$530,568.73, CIP #35061. [Ward 3 & 5]

ADOPTED 2026-46

12. Resolution awarding a contract for the Eastern Avenue Bridge Over Duck Creek Replacement project to Jim Schroeder Construction, Inc of Bellevue, Iowa, in the amount of \$3,034,897.22, subject to Iowa Department of Transportation concurrence, CIP #21014. [Ward 5 & 6]

ADOPTED 2026-47

13. Resolution awarding a contract for the Brady Street and 12th Street Traffic Signal Installation project to Davenport Electric Contract Company of Davenport, Iowa, in the amount of \$149,008.10, subject to Iowa Department of Transportation concurrence, CIP #38025. [Ward 3]

ADOPTED 2026-48

14. Resolution approving the specifications, form of contract, and estimate of cost for the CY 2026 Pedestrian Curb Ramp Retrofit Program, CIP #35066. [All Wards]

ADOPTED 2026-49

15. Resolution approving the specifications, form of contract, and estimate of cost for the CY 2026 Contract Milling Program, CIP #35041. [All Wards]

ADOPTED 2026-50

16. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Glaspell Street Rehabilitation project, CIP #35062. [Ward 1]

ADOPTED 2026-51

17. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Jebens Avenue (West 61st Street to West 62nd Street) Reconstruction project, CIP #35062. [Ward 2]

ADOPTED 2026-52

18. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 15th Street (Harrison Street to Brady Street) Mill and Overlay project, CIP #35062. [Ward 5]

ADOPTED 2026-53

19. Resolution adopting the most recent published editions of the Iowa Statewide Urban Design Standards for Public Improvements, the Iowa Statewide Urban Standard Specifications for Public Improvements, and the City of Davenport Supplemental Specifications manuals. [All Wards]

ADOPTED 2026-54

20. Resolution introducing the proposed Resolution of Necessity covering the 2026 Alley Cost Share Program. [Wards 4 & 5] **ADOPTED 2026-55**

21. Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-56**

22. Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-57**

23. Resolution assessing the cost of condemned property demolitions at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-58**

24. Resolution assessing the cost of repairing sewer laterals at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-59**

25. Resolution assessing the cost of sidewalk replacement at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-60**

26. Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-61**

27. Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards] **ADOPTED 2026-62**

28. Resolution approving a lease agreement with CoWorkQC, LLC for approximately 3,060 square feet of retail space located at 102 East 2nd Street, and authorizing the Chief Financial Officer to execute the lease and any related documents. [Ward 3] **ADOPTED 2026-63**

29. Motion approving noise variance requests on the listed dates and times for outdoor events. **PASSED 2026-64**

St. Patrick's Society; Grand Parade XL; Downtown (see attached parade route); 12:00 p.m. - 2:00 p.m. Saturday, March 14, 2026; Outdoor music, over 50 dBA. [Ward 3]

Nick Hansen; Quad City Night Meet; Harrison Street Parking Ramp (upper level) | 331 West 3rd Street; 6:00 p.m. - 10:00 p.m. Friday, May 29, 2026; Outdoor music/DJ, over 50 dBA. [Ward 3]

Daiquiri Factory, Mac's Tavern, Kilkenny's, Carriage Haus, and Collette's Dueling Piano Bar; I Love the 90's Block Party; 300 block of West 3rd Street; 10:00 a.m. Saturday, June 6, 2026 - 12:00 a.m. Sunday, June 7, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

30. Motion approving beer and liquor license applications. **PASSED 2026-65**

A. Annual License Renewals (with Outdoor Area as noted):

Ward 2

GD Xpress (Ram II, LLC) - 4607 North Pine Street - License Type: Class E Liquor (Carry-Out)

Ward 5

Stadium Club (SIS, Inc) - 2828 Brady Street - License Type: Class C Liquor (On-Premises)

31. Motion appointing Alderman Blunk, Alderman Lienen, Alderwoman Newton, and Alderman Vasquez to the Code of Conduct Committee. [All Wards] **PASSED 2026-66**

XII. Other Ordinances, Resolutions and Motions

A motion for suspension of the rules to amend the Executive Session to add a topic to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j) was moved by Alderwoman Newton and seconded by Alderman Lienen. Upon the roll being called, all Aldermen present voted aye and the rules were suspended.

A motion to amend the Executive Session to add a topic to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j) was moved by Alderwoman Newton and seconded by Alderman Gripp. Upon the roll being called, all Aldermen present voted aye, and the Executive Session was amended.

XIII. Public with Business

XIV. Final Comments from Council Members and the Mayor

XV. Executive Session

*On motion by Alderman Jobgen, seconded by Alderwoman Burkholder, and upon the roll being called, all Aldermen present voting aye, Council recessed to Executive Session to discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j) and to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c) at **6:54 p.m.** Council reconvened in Executive Session at **7:00 p.m.** with Mayor Gordon and all Aldermen present (Blunk, Burkholder, R. Dunn, T. Dunn, Gripp, Holloway, Jobgen, Lienen, Newton, and Vasquez). Others present included Corporation Counsel Sam Huff, Interim City Administrator Tim Gleason, Community and Economic Development Director Bruce Berger (real estate, left at **7:14 p.m.**), and Deputy City Clerk Brian Krup. On motion by Alderwoman Newton and seconded by Alderman R. Dunn, Council returned to open session at **9:00 p.m.** On motion by Alderwoman Newton and seconded by Alderman Gripp, Council adjourned at **9:00 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 February 18, 2026.

Action / Date
2/25/2026

Attachments:

1. 021826 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, February, 18, 2026 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Gordon presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Blunk. Upon the roll being called, all Aldermen were present (*In person*: R. Dunn, Vasquez, Holloway, Gripp, Newton, Blunk, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Lienen).

The following Public Hearings were held: **Public Works**: 1. on the plans, specifications, form of contract, and estimate of cost for the Rockingham Road (South Farragut Street to South Elmwood Avenue) Reconstruction project, CIP #35061; 2. on the plans, specifications, form of contract, and estimate of cost for the Fairmount Street (Heatherton Drive to Hickory Grove Road) Rehabilitation project, CIP #35061; 3. on the plans, specifications, form of contract, and estimate of cost for the East 90th Street (Harrison Street to Holden Drive) Reconstruction project, CIP #35061; 4. on the plans, specifications, form of contract, and estimate of cost for the FY 2027 State Patching Program, CIP #35045; 5. on the proposed Resolution of Necessity covering the 2026 Alley Cost Share Program, CIP #35038.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development**: Alderman Holloway reviewed the one item listed. On motion by Alderman Gripp, seconded by Alderman Jobgen the item moved to the Consent Agenda. **Public Safety**: Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, seconded by Alderman Gripp all items moved to the Consent Agenda except the street, lane, or public ground closure request for the Chili Chase which was requested to be voted on later on the agenda. **Public Works**: Alderman R. Dunn reviewed all items listed. On motion by Alderman Vasquez, seconded by Alderman Gripp item #14, Resolution approving the purchase of one Ford Interceptor and one Ford Expedition from Stivers Ford of Waukee, Iowa, in the amount of \$104,752 using State of Iowa Department of Administrative Services contract #24051A, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Finance**: Alderwoman Newton reviewed the two items listed. On motion by Alderman Blunk, seconded by Alderwoman Burkholder both items moved to the Consent Agenda. **Other Ordinances, Resolutions and Motions**: Alderman Gripp reviewed all items listed. On motion by Alderman Gripp, seconded by Alderwoman Newton item #1, Resolution appointing Timothy A. Gleason as the City of Davenport's City Administrator and approving a related employment agreement, moved to the Discussion Agenda. A motion was moved by Alderman Gripp for suspension of the rules to vote on the listed item and seconded by Alderwoman Newton. Upon the roll being called, all Alderman present voted aye and the rules were suspended. On motion by Alderman Gripp, seconded by Alderman Jobgen and upon the roll being called, all Aldermen present voted aye and the following Resolution was adopted.

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

ADOPTED 2026-67

Cornbelt Running Club; Chili Chase; 11:00 a.m. - 3:30 p.m. Sunday, February 22, 2026; **Closures (only one lane of each street, Police controlled)**: East Pleasant Street from Fernwood Avenue to Forest Road; Forest Road from East Pleasant Street to East George Washington Boulevard; East George Washington Boulevard from Forest Road to Jersey Ridge Road. [Ward 6]

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

City of Davenport

Department: Office of the Mayor

Contact Info: Brian Krup | 563-326-6163

Action / Date

2/25/2026

Subject:

Women in Construction Week | March 1-7, 2026

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
2/25/2026

Subject:

Resolution approving the purchase of one Ford Interceptor and one Ford Expedition from Stivers Ford of Waukege, Iowa, in the amount of \$104,752 using State of Iowa Department of Administrative Services contract #24051A. [All Wards]

- i. Motion for suspension of the rules to amend
- ii. Motion to amend

Recommendation:

Adopt the Resolution.

Background:

These vehicles will be assigned to the Fire Department. The Interceptor is a pursuit-rated asset and will be used as a command response vehicle. The Expedition will replace a District Chief truck.

Stivers Ford of Waukege, Iowa, was awarded State of Iowa Department of Administrative Services contract #24051A. The Interceptor is priced at \$47,565 and the Expedition is priced at \$57,187. The total purchase price is \$104,752 and will be funded through CIP #24032 | FY 2026 Public Safety.

Attachments:

- 1. Resolution
- 2. Quote - Interceptor
- 3. Quote - Expedition

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of one Ford Interceptor and one Ford Expedition from Stivers Ford of Wauke, Iowa, in the amount of \$104,752 using State of Iowa Department of Administrative Services contract #24051A.

WHEREAS, the City needs to purchase one Ford Interceptor and one Ford Expedition for the Fire Department; and

WHEREAS, Stivers Ford of Wauke, Iowa, was awarded State of Iowa Department of Administrative Services contract #24051A as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the purchase of one Ford Interceptor and one Ford Expedition from Stivers Ford of Wauke, Iowa, in the amount of \$104,752 using State of Iowa Department of Administrative Services contract #24051A is hereby approved.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

PPV Group A - Ford Police Interceptor Utility PPV - AWD		AWD	Make:	Ford
This vehicle is police pursuit rated.			Model Name:	Interceptor
Note: Standard, EcoBoost and Hybrid engine specifications are all included in this worksheet.			Exact Model Code:	K8A
			Trim Pkg. Common Name:	BASE
DEALER NAME: STIVERS FORD			Exact Trim Pkg. Code:	500A
			Engine Code:	99B
			Transmission Code:	44U
BASE VEHICLE SPECIFICATIONS				
Engine	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available		
Cooling System	Heavy duty, high volume radiator, engine oil cooler, transmission oil cooler	STD		
Engine	3.3L V6 Direct Injection - Police calibrated (136 mpg top speed)	Cylinders: 6 Liters: 3.5 HP: 318 Torque: 322		
Engine Block Heater	Or cold climate package	41H		
Drive Axle				
Axle Ratio		State Ratio: 3.73		
Power Train Mounts	Heavy duty	STD		
Transmission				
Transmission	10 speed automatic, police calibrated	STD		
Doors & Windows				
Doors	Power door locks that auto lock when shift into gear			
Key	Two Sets of Keys (includes 2 keys and 2 fobs) with keyless entry	55F- 4 SETS		
Rear Window	Defroster	STD		
Windows	Power, 1-touch up/down driver side, power rear windows driver switch only, window disable 2nd row	STD		
Windows	Privacy glass behind "B" pillar	STD		
Windows	Solar control front door glass	STD		
Windows	Acoustic laminated windshield glass	STD		
Wipers	Front Speed sensitive Intermittent Wipers; rear dual speed wiper	STD		
Electrical				
Alternator	Heavy Duty 250 amp.	STD		
Battery	Heavy duty, 80 amp, 730 CCA with Battery Saver Feature	STD		
Dash Pass Through	Dash Pass-through for aftermarket wiring	STD		
Pre-Wiring	Grille Lamps, Siren, and Speaker; Note: Included in group 66A, 67H, 67U	60A		
Power Point	12 volt; Located in lower closeout - quantity of two	STD		
Wiring	Two-way radio pre-wire, power pigtail harness	STD		
Exterior				
Exhaust	True dual exhaust	STD		
Fuel Filler	Easy fuel cap less fuel filter	STD		
Headlights	LED low beams; incandescent halogen high beams	LED HI/LOW		
License Plate Holders	Front and Rear	STD		
Mirrors	Power electric remote manual folding with integrated spotter mirrors (integrated blind spot mirrors not included when equipment with BLIS)	STD		
Recovery hooks	Two in front; trailer bar in rear	ONE LOOP FRONT. TRAILER BAR REAR		
Underbody Deflector Plate		76D		
Floor				
Floor Covering	Heavy Duty Vinyl, front and rear	STD		
Interior				
Air Conditioning	Dual zone, manual with filter	STD		
Bluetooth	Dealer installed when factory installed is not available.	STD Factory installed? Y		
Cargo Area	Flat-load floor	STD		
Equipment Tray	Universal above instrument panel	STD		
Gauge Package	Standard production gauges including engine hour meter; speedometer calibrated	STD		
Glove Box	Locking/non-illuminated, locking	STD		
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamp. Nominally flat cargo area with rear seats folded.	96		
Lift gate Release Switch	Release button located in in overhead console	18D		
Lighting	1st Row Task Light (driver and passenger) Overhead Console; 1st Row Overhead Dome/Map Work Light (red/white)	STD		
Mirror	Day/Night Rearview	STD		
Radio	AM/FM/MP3 capable, clock, 6 speakers, 4.2" color LCD Screen Center - Stack Smart Display, Antenna roof mounted	STD		
Steering Column	Manual tilt with Column Shifter; cruise control	STD		
Steering	Electric Power Assist Steering - Heavy duty	STD		
Safety				
Airbags	Dual stage front airbags for driver and passenger, seat side, roll curtain airbags and safety canopy, passenger knee	STD		
Brakes	Hi performance 4-wheel disc heavy duty rotors and calipers, anti-lock with traction control, police calibrated	STD		
Rear view Camera	Located in center stack; includes Electrochromic Rear View Mirror option - Camera displayed in rear view mirror, requires 53M	STD		
Roll Stability Control	AdvanceTrac with roll stability control and hydraulic brake assist	STD		
Seating	Built in steel intrusion plates in both front seat backs	STD		
PPV Group A - Ford Police Interceptor Utility PPV - AWD				

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STIVERS FORD					
BASE VEHICLE SPECIFICATIONS (Cont.)				NOT FINAL BID PRICE	
Seating					
Driver and Passenger	Police Grade Cloth Trim, dual bucket seats; Driver's side: 6 way power with manual lumbar; Passenger: 2 way manual track (fore/aft, with manual recline).	STD			
Second Row	Vinyl 60/40 split bench seat (Manual Fold Flat, No Tumble) Fixed Seat Track	STD			
Suspension					
Suspension	Independent front and rear	STD			
Tires & Wheels					
Tire Pressure Monitoring System		STD			
Tires	P255/60R18 all season BSW	STD			
Spare	18 inch full size tire	STD			
Wheels	18"X 8" steel with wheel full face wheel cover	65L			
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:					
ADDITIONAL OPTIONS					
Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.					
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost	
Engine Block Heater - DELETE	Engine Block Heater	STD	DEDUCT COST:	(\$50.00)	
Engine Upgrade #1	3.0L V6 EcoBoost (148 mph top speed) (Non FFV)	99C		\$3,500.00	
Engine Upgrade #2	3.3L V6 Direct-Injection HYBRID Engine System (136 mpg top speed)	99W		\$2,600.00	
Power Transfer Unit	Enhanced PTU Cooler (recommended for EVOC training)	NA			
Doors & Windows					
Door Panel - Ballistic	Ballistic Door Panel - Driver only (Level III+)	90D		\$1,500.00	
Door Panel - Ballistic	Ballistic Door Panel - Driver and Passenger (Level III+)	90E		\$3,170.00	
Door Panel - Ballistic	Ballistic Door Panel - Driver only (Level IV+)	90F		\$2,415.00	
Door Panel - Ballistic	Ballistic Door Panel - Driver and Passenger (Level IV+)	90G		\$4,830.00	
Door - Hidden Lock Plunger	Rear door handles operable1	NA			
Door - Hidden Lock Plunger	Rear door handles inoperable1	52P		\$160.00	
Door - Rear Handles	With Locks operable1	NA			
Door - Rear Handles	With Locks inoperable	68G		\$75.00	
Glass - DELETE	Solar tint 2nd and 3rd row (deletes privacy glass)		NA		
Glass - DELETE	Solar tint 2nd row only (deletes privacy glass)		92R	\$120.00	
Keys	Keyed Alike - 1435x	59E		\$50.00	
Keys	Keyed Alike - 1284x	59B		\$50.00	
Keys	Keyed Alike - 0135x	59D		\$50.00	
Keys	Keyed Alike - 0576x	59F		\$50.00	
Keys	Keyed Alike - 1111x	59J		\$50.00	
Keys	Keyed Alike - 1294x	59C		\$50.00	
Keys	Keyed Alike - 0151x	59G		\$50.00	
Keys	Two additional fully functional key sets including FOB; FOB requires keyless entry. Total of 4 key sets including base vehicle key sets.	NA, COMES WITH 4		\$0.00	
Window - Rear	Power delete, operable from front driver side switches	STD			
Electrical (HYBRID ENGINE ONLY)					
AGM Battery H7	(800 CCA/80-amp); Hybrid Engine Only	STD			
DC/DC converter - 220-AMP	In lieu of alternator; Hybrid Engine Only	STD			
Lithium Ion Battery Pack	Does not intrude into cargo area; Hybrid Engine Only	STD			
Regenerative Braking System	Police calibrated high-performance; Hybrid Engine Only	STD			
Exterior					
Badge Delete	Deletes the "Police Interceptor" badging on rear liftgate; Deletes the "Interceptor" badging on front hood	16D		0	
Headlamps	Automatic	STD			
LED Lamps	Side marker LED side view lights	63B		\$290.00	
Lockable Gas Cap		NA			
Marker Lights	Rear Quarter Glass Side Market Lights	63L		\$575.00	
Mirrors	Heated side view		549	\$60.00	
Noise Suppression Bonds	Ground straps	60R		\$100.00	
Non Standard Paint		NA			
Remappable Switches	Four switches on steering wheel with SYNC.	STD			
Siren/Speaker	100 Watt, includes bracket and pigtail	18X		\$315.00	
Spot Lamp Prep Kit	Driver Side, doesn't include spot lamp housing and bulb	51P		\$140.00	
PPV Group A - Ford Police Interceptor Utility PPV - AWD				Page 3	
STIVERS FORD					
Exterior (Cont.)					
Spot Lamp Prep Kit	Dual Side, doesn't include spot lamp housing and bulb	51W		\$280.00	
Spot Lamp, LED Bulb	Driver only (Unity)	51R		\$395.00	
Spot Lamp, LED Bulb	Driver only (Whelen)	51T		\$395.00	
Spot Lamp, LED Bulb	Dual only (Unity)	51S		\$620.00	
Spot Lamp, LED Bulb	Dual only (Whelen)	51V		\$665.00	

Tail Lamp / Police Interceptor Housing Only	Pre-existing holes with standard twist lock sealed capability	86T		\$60.00
Trailer Tow Lighting Package	Class III; 4 pin and 7 pin connectors and wiring	STD		
Undercoating		NA		
Floor				
Floor Carpet	Carpeting and floor mats, front and rear	16C		\$125.00
Interior				
Air Conditioning	Auxiliary; Now available with Cargo Storage Vault (63V)	17A		\$610.00
Cargo Storage Vault	Includes lockable door; Now available with Auxiliary Air Conditioning	63V		\$245.00
Console Plate - Rear	Not available with 65U	85R		\$45.00
Dark Car Feature	Courtesy lamp disable when any door is opened	43D		\$25.00
Dome Light	Red/White in Cargo Area	17T		\$50.00
Front Console - Delete	Delete; Note: not available with option: 67H, 67U	85D	DEDUCT COST:	\$0.00
Packages				
Front Headlamp Lighting Solution	Base projector beam headlamp plus two (2) multi-function Park/Turn/Warn (PTW) bulbs for Wig-wag simulation, and two (2) white hemispheric light head LED side warning lights. Includes pre-wire for grille lamp, siren and speaker (60A) Note: Not available with option 67H.	66A		\$865.00
Interior Upgrade Package	1st and 2nd Row Carpet Floor Covering, Cloth Seats - Rear, Center Floor Console less shifter w/unique Police console finish plate – Includes Console Top Plate – Finish 3 (incl. 2 cup holders), Floor Mats, front and rear, Note: Not available with Police Interceptor Package 67H, 67U, 85R	65U		\$390.00
Packages		Minimum Requirements		Mfg. Codes - Specs (Note STD for standard)
Police Wire Harness Connector Kit - Front & Rear	Front Kit: • For connectivity to Ford PI Package solutions includes:	67V		\$185.00
Ready for the Road Package	• Includes Police Interceptor Packages: #66A, #66B, #66C plus: – Whelen Cencom Light Controller Head – Whelen Cencom Relay Center / Siren / Amp (mounted behind 2nd row seat) – Light Controller / Relay Cencom wiring (wiring harness) – Whelen Specific W ECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-Wiring for grille lamp, siren and speaker (60A) – Rear console plate (85R) - contours through 2nd row, channel for wiring – Grille linear LED Lights (Red / Blue) – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) Note: Not available with options 66A, 66B, 66C, 67U, 65U	67H		\$3,595.00
Rear Lighting Solution	Includes two (2) backlit flashing linear high-intensity LED lights; (driver side red / passenger side blue) mounted to inside lift gate glass; Includes two (2) backlit linear high-intensity LED lights (driver side red / passenger side blue) installed on inside lip of lift gate (lights activate when lift gate is open) Note: Not available with 67H	66C		\$455.00
Tail Lamp Lighting Solution	Includes LED lightts, plus two (2) rear integrated hemispheric white light head LED side warning lights in tail lamps. Note: Not available with option 67H.	66B		\$430.00
Ultimate Wiring Package	• Includes the following: – Rear console mounting plate (85R) contours through 2nd row; channel for wiring – Pre-wiring for grille lamp, siren and speaker (60A) – Wiring Harness I/P to rear (overlay): o Two (2) light cables – supports up to six (6) lights (engine compartment) o Two (2) grille light cables o Two (2) 50-amp battery and ground circuits in RH rear quarter o One (1) 10-amp siren/speaker circuit engine cargo area Note: Not available with options 65U, 67G, 67H	67U		\$560.00
PPV Group A - Ford Police Interceptor Utility PPV - AWD				
				Page 4
Type Name Here				
ADDITIONAL OPTIONS (Cont.)				
Safety				
BLIS - Blind Spot Monitoring	With Cross traffic Alert with cross traffic alert (requires 54Z)	55B		\$545.00
Daytime Running Lights			94Z	\$60.00
Lockable Gas Cap		NA		
Perimeter Anti-theft alarm	Activated by Hood, Door or Deck Lid, requires key fob	68B		\$675.00
Police Engine Idle Feature		47A		\$260.00
Police Perimeter Alert	Detects motion in an approx. 270-degree radius on sides and back of vehicle	47A		\$675.00
Pre-Collision Assist and Pedestrian Alert	Includes forward collision warning and automatic emergency braking	76P		\$145.00
Rear Video Camera with Washer		STD		
Reverse Sensing System	Factory preferred but dealer installed acceptable	76R	Factory Installed? Y	\$275.00
Security Alarm	– Activated by the opening of Hood, Door, or Deck lid – Requires Key Fob (60P)		59Z	\$120.00
Seating				
2nd Row Seating	Cloth	F6		\$60.00
Power Passenger Seat	8 way power adjustable with 2 way manual lumbar adjustment	87P		\$325.00

4X4 4X4

SSV Group F - Ford Expedition 4WD

Make:

Ford

Ford

Model Name:

Expedition

Expedition

Exact Model Code:

U1G

K1G

Trim Pkg. Common Name:

XL

XL

Exact Trim Pkg. Code:

102A

102A

Engine Code:

998

998

Transmission Code:

44U

44U

GVWR:

7400

7600

Payload Capacity:

1840

1830

Cargo Capacity Behind Rear Seat:

57.5

73.3

Note: Police Special Service vehicles are NOT certified for pursuit driving.

DEALER NAME: STIVERS

The price used for awarding purposes is highlighted in yellow and noted below in red text.

BASE VEHICLE SPECIFICATIONS

Body	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available
Wheelbase	Expedition XLT SSV = 119 inches, Expedition EL XLT SSV = 131 inches	XLT LENGTH: 122 EL XLT LENGTH: 132
Engine		
Engine	3.5L V6 EcoBoost	Cylinders:6 Liters: 3.5 HP: 380 Torque: 470
Engine Block Heater	Or cold climate package	41H
Drive Axle		
Rear Axle	Non limited slip 3.73 ratio	STD
Transmission		
Automatic	6 Speed Automatic Transmission with overdrive	10 SPD
Doors & Windows		
Doors	Power door locks with remote keyless entry	STD
Key Sets with Fobs	2 extra sets. 4 total complete sets with each vehicle; dealer installed acceptable	DLR
Rear Window	Defroster, Intermittant Wiper and Washer	STD
Windows	Power, one touch down driver's side	STD
Windows	Dark tinted behind "B" pillar	STD
Wipers	Front Intermittent Wipers	STD
Electrical		
Power Points	Two	STD
Exterior		
Headlamps	Auto lamp (auto on and off) and rain lamp	STD
Lamps	Halogen Fog	NA
Mirrors	Power exterior heated sideview, black with puddle lamps	STD
Paint	All standard colors	STD
Tow Hooks	Front; 4X4 only	STD
Trailer tow	Integrated Class IV receiver hitch,4-pin connector.	STD
Floor		
Floor Covering	Full floor covering, rubber or vinyl preferred - if available it must be provided. If floor covering must be carpet, OEM Floor mats must be provided for all seat positions	STD
Interior		
Air Conditioning	Front AC with all required options.	STD
Heater/Air Conditioner	Auxiliary rear heater and air conditioner	STD
Bluetooth	Dealer installed when factory installed is not available.	STD Factory installed?
Gauge Package	Message center, tach, trip odometer, outside temp	STD
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamps.	STD
Mirrors	Electrochromatic rearview	STD
Radio	AM/FM with internal clock, single CD/MP3 player	STD
Steering Column	Tilt with cruise control; column shifter; electronic power assist steering	STD
Packages		
SSV Package	Delete Floor Console	STD
Safety		
Air Bags	Safety Canopy includes 3rd-row outboard passengers), front-seat & side impact airbags.	STD
Brakes	Power 4-Wheel disc anti-lock brakes	STD
Traction Control	Brake Assist & Engine Braking	STD
Seating		
Passenger Seating	1st-row: 6 way power-adjustable driver cloth bucket seat, Manual Passenger cloth bucket seat, 2nd row: 40/20/40 vinyl split bench. No third row seating	STD
Suspension		
Suspension Package	Continuously controlled damping CCD	STD

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SSV Group F - Ford Expedition 4WD

STIVERS

BASE VEHICLE SPECIFICATIONS (Cont)

Tires & Wheels	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Tires	P275/65R18 A/S BSW (4x2); P265/70R17 A/T OWL (4x4)	STD
TPMS	Tire Pressure Monitoring System	STD
Wheel lineup		
Wheels	17" steel (265/70R17 at OWL)	STD

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE EXPEDITION 4X4 (U1G)

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE EXPEDITION EL 4X4 (K1G)

NOT FINAL BID PRICE

NOT FINAL BID PRICE

ADDITIONAL OPTIONS

Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater	Or cold climate package	STD	DEDUCT COST: (\$940.00)
Doors & Windows			
Keys - Extra	Per extra key set and FOB, can be dealer installed	DLR	\$350.00
Exterior			
License Plate Bracket			
Heavy Duty Trailer Tow Package	ClassIV Trailer Hitch receiver, wiring harness w/4 & 7 pin connector, heavy- duty auxiliary transmission oil cooler, heavy-duty radiator, electronic braking wiring kit, integrated trailer brake controller	536	\$995.00
Running Boards	Black platform	188	\$405.00
Skid Plate	4X4 skid plates (front, transfer case and fuel tank)	STD	
Undercoating			
Packages			
Fleet Convenience Package	Power adjustable pedals, reverse sensing system	REVERSE SENSING STD. POWERE PEDALS ARE NA	
SSV Upgrade Package	Non limited slip 4-10 axle and 20" bright aluminum wheels with 275/55R 20 at BSW tires	64X 18" ALUMINUM WHEELS W/ 3.73 AXLE & 18"	\$475.00

Safety			
Brake Controller	Dealer installed brake controller, if available w/o 536	DLR	\$450.00
Daytime Running Lamps		942	\$0.00
Reverse Sensing System	Factory preferred but dealer installed acceptable	STD	
Rear View Camera	Factory preferred but dealer installed acceptable	STD	
Seating			
2nd & 3rd Row Seating	40/20/40 bench, Cloth	218	\$110.00
3rd Row Seating	60/40 manual bench, cloth	87P POWER FOLD	\$815.00
Extended Warranty			
Extended Warranty	100,000 mile or more extended warranty	Explain coverage:100K POWERTRAIN IS STD	\$0.00
OTHER			
Options not listed above	Discount percentage off MSRP for options \$2000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded unless approved by DAS.	Enter Percentage Discount MSRP:	1
DELIVERY			
Delivery Price Per Mile	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	\$3.00
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number: 177	\$0.00
SSV Group F 6.1 - Department of Administrative Services - BASE EXPEDITION 4X4		Mfg. Code / NA / STD	Option Price
			\$2,185.00
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			\$54,021.00

BASE VEHICLE:	\$54,021.00
OPTIONS:	\$2,635.00
DELIVERY:	\$531.00
TOTAL:	\$57,187.00

City of Davenport

Department: Human Resources
Contact Info: Alison Fleming | 563-326-7750

Action / Date
2/25/2026

Subject:

Resolution appointing Timothy A. Gleason as the City of Davenport's City Administrator and approving a related employment agreement. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

In August 2025, the City engaged with Colin Baenziger & Associates, the executive search firm who conducted the previous City Administrator recruitment, under their 2024 contract warranty. The City Council approved procedures, qualifications, criteria, and budget for the City Administrator recruitment process in October 2025. The City Council was also provided with the opportunity to provide feedback on desired characteristics for ideal candidates directly to the executive search firm. The position was posted in October 2025 by the search firm.

All applicants applied directly to the search firm, and the initial applicant review was conducted by the same. In December 2025 and January 2026, the special committee reviewed applicants as presented by the search firm and determined the 5 finalists to be interviewed. Multi-panel interviews were conducted on February 3, 2026, and included the special committee, elected officials, City staff, and community members.

Following the interviews, the special committee provided a list of the three candidates considered by the committee to be the best qualified for the position of City Administrator. Chapter 2.30 of the Davenport Municipal Code provides that the Mayor shall appoint the City Administrator from said list of three candidates subject to confirmation by a two-thirds vote of the entire membership of the City Council. The Mayor has appointed Timothy A. Gleason as the City of Davenport's City Administrator to perform the functions and duties specified in the Municipal Code of Davenport, Iowa, and to perform other duties and functions of the City Administrator and as head of the Administration Department, subject to Council confirmation as outlined above.

Attachments:

1. Resolution
2. Employment Agreement

Resolution No. _____

Resolution offered by the City Council of the City of Davenport, Iowa.

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

RESOLUTION appointing Timothy A. Gleason as the City of Davenport's City Administrator and approving a related employment agreement.

WHEREAS, a national search was conducted after which the special committee submitted to the Mayor a list of the three candidates considered by the committee to be the best qualified for the position of City Administrator; and

WHEREAS, Chapter 2.30 of the Davenport Municipal Code provides that the Mayor shall appoint the City Administrator from said list of three candidates subject to confirmation by a two-thirds vote of the entire membership of the City Council; and

WHEREAS, the Mayor has appointed Timothy A. Gleason as the City of Davenport's City Administrator to perform the functions and duties specified in the Municipal Code of Davenport, Iowa, and to perform other duties and functions of the City Administrator and as head of the Administration Department; and

WHEREAS, the City Council wishes to confirm Timothy A. Gleason as the City of Davenport's City Administrator;

WHEREAS, the City Council has authorized the terms set forth in the related employment agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that Timothy A. Gleason is hereby appointed as the City of Davenport's City Administrator, and the related employment agreement is approved in accordance with the terms set forth.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

EMPLOYMENT AGREEMENT

This Employment Agreement, made and entered into as of February _____, 2026, by and between the CITY OF DAVENPORT, IOWA, a municipal corporation (hereinafter called “Employer”), and TIMOTHY GLEASON (hereinafter called “Employee”), an individual who has education, training and experience in local government management and who is, or will become, a member of ICMA and shall conduct himself in accordance with the ICMA Code of Ethics.

WHEREAS, Employer wishes to retain Employee based upon his qualities and qualifications for the position of City Administrator;

WHEREAS, Employee wishes to be employed in the capacity of City Administrator;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Employer and Employee agree as follows:

Section 1: Term

- A. **Effective Date.** This Agreement is effective as of **March 2, 2026** (“Effective Date”). Employee’s employment shall commence on the Effective Date (or such other start date as the parties may confirm in writing).
- B. **No Fixed Term.** Employee serves at the pleasure of the Council, subject to the severance and other rights expressly set forth in this Agreement. Nothing herein creates an interest in continued employment.
- C. **Severance Rights Preserved; Survival.** Notwithstanding Sections 1(B), the parties agree that any severance, post-separation compensation, or related conditions expressly provided in Section 8 (including any conditions precedent such as execution of a separation agreement/release) shall apply in the event of separation, as set forth in this Agreement. In addition, provisions which by their nature are intended to survive separation (including confidentiality/records, return of property, cooperation, and dispute/venue clauses, if any) shall survive.

Section 2: Duties and Authority

Employer agrees to employ Employee as CITY ADMINISTRATOR to perform the functions and duties specified in the City Code of Davenport, Iowa and to perform other legally permissible and proper duties and functions of the City Administrator.

Section 3: Compensation

Employee’s compensation shall be as follows:

- A. Employee shall be paid an annual base salary of \$255,000. Employee will be afforded general wage increases offered to other non-public safety department director level employees.
- B. Employee’s base salary may be increased as determined by the City Council and in connection with the Employee’s annual review conducted by the same.

- C. Employee shall be paid a \$500 per month vehicle allowance. Employee shall be responsible for maintaining required insurance and licensing for any personal vehicle used for City business, unless otherwise provided by policy.
- D. Employer shall provide Employee with a City cell phone and laptop.

Section 4: Dues, Subscriptions and Professional Development.

Employer shall budget and pay for:

- A. Professional dues, subscriptions, and reasonable professional development costs for his full participation in the Credentialed Manager program.
- B. Travel and subsistence expenses, as governed by the administrative policies, of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including, but not limited to, the ICMA Annual Conference, the Iowa City Management Association State Conference, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member; and
- C. Reasonable travel and subsistence expenses, as governed by the administrative policies, of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer; and
- D. Up to two memberships plus expenses incurred by Employee of such local civic clubs or organizations chosen by Employee.

Section 5: Deferred Compensation, Health, Disability, Life Insurance, IPERS & Other Benefits

Employee shall be provided the employment benefits afforded to other non-bargaining department director level employees by administrative policies, including, but not limited to, holidays, wellness and occupational health, disability insurance, life insurance, and retirement health savings contributions, except that Employer shall contribute two percent (2%) towards a retirement health savings plan. In lieu of participation in Iowa Public Employees' Retirement System (IPERS), Employee shall receive deferred compensation at the rate of fifteen percent (15%) of his base salary into a deferred compensation account. Said contribution shall be made to one provider selected by Employee and as approved by Employer.

Employee intends to purchase his health insurance through the City of Pekin, IL, as part of his police officer retiree program benefit from that municipality. So long as Employee does not participate in health insurance coverage through Employer, Employer agrees to reimburse the Employee 100% of Employee's cost for health insurance through the City of Pekin, IL, which includes dependent coverage. If more convenient, the City will pay the premium costs directly to the insurance company or to the City of Pekin, IL.

Section 6: Vacation and Sick Leave

Employee's paid leave accruals shall be as follows:

- A. Employee shall receive the same vacation, sick, and other leave benefits afforded to other non-bargaining department director level employees by administrative policies except as outlined in Section 6(B)&(C).
- B. Employee shall be credited with eighty (80) hours of banked sick leave upon commencement of employment.
- C. Employee shall be credited with two hundred forty (240) hours of vacation leave upon commencement of employment and annually thereafter on the anniversary of his appointment date. Should Employee separate from employment, Employee shall be entitled to a one-time lump sum payment up to the maximum number of hours outlined in administrative policies for 1) any unused vacation leave hours in his bank, and 2) the pro-rated vacation leave hours he would have received on his next anniversary date. Said vacation hours will be pro-rated by multiplying 9.23 hours times the number of pay periods beginning with the pay period following March 2, 2026, through and including the pay period that includes Employee's separation date.

Section 7: Termination Attributable to Employer

For the purpose of this Agreement, "termination" shall occur when:

- A. The Mayor or any 2 members of the City Council initiate a resolution to dismiss the Employee and a two-thirds majority of the entire City Council vote to pass the resolution at a duly authorized City Council meeting, regular or special, provided that a related agenda item appears on the posted agenda.
- B. **"Material Reduction"** occurs only if, without Employee's written consent, Employer, by official City Council action taken at a duly noticed meeting, reduces or eliminates Employee's base salary or any Employer-funded compensation or benefits expressly set forth in Sections 3 through 6 of this Agreement (each, an "Express Benefit"), and such reduction is not excluded below.
 - a. **Exclusions (no termination right):** No Material Reduction occurs to the extent the change:
 - i. is part of an across-the-board reduction applicable to all non-bargaining department director-level employees, and Employee's base salary/Express Benefits are reduced in no greater percentage than the average reduction applied to that group;
 - ii. is required by a change in federal or Iowa law, regulation, court order, or mandatory benefit plan rules; or
 - iii. results solely from changes in Employee's elections or coverage (e.g., dependent status) that do not change Employer's obligation under this Agreement.

Notice and Cure: Employee must deliver written notice to Employer describing the alleged Material Reduction within thirty (30) days after the effective date of the action. Employer shall have thirty (30) days after receipt of such notice to rescind the action or restore the affected base salary/Express Benefit(s) retroactive to the effective date.

Election to Treat as Termination: If Employer does not cure within the cure period, Employee may elect in writing to treat the uncured Material Reduction as a termination attributable to Employer by delivering written notice of election within fifteen (15) days after the cure period expires. If timely elected, termination shall be deemed to occur on the date Employee's election notice is delivered (or such later date stated in the notice, not to exceed thirty (30) days).

- C. The citizens or Iowa General Assembly amend any provisions of the city charter or other "form of government" enabling legislation pertaining to the role and authority of the Employee's position that substantially changes the form of government. The Employee shall have the right to declare that such amendments constitute termination. He must make this election within thirty (30) days of the effective date of any such change.
- D. A material breach by Employer of the express terms of this Agreement declared by Employee within thirty (30) days of its occurrence. Employer shall have sixty (60) days to cure any breach after receiving written notice from Employee declaring and specifying the breach.
- E. A standing request by at least five (5) Davenport City Council members that the Employee resign. Employee must elect in writing to treat this occurrence as termination within thirty (30) days of the request to resign being made that brings the aggregate total to five (5) Council Members.

Section 8: Severance; Separation Agreement; Release; Transition; Return of Property

- A. **Severance Amount; Exclusive Monetary Remedy.** If Employee is terminated pursuant to Section 7(A), or if Employee is deemed terminated pursuant to Section 7(B), 7(C), 7(D), or 7(E) (as applicable), and such termination is not for Good Cause, Employer shall provide severance equal to Employee's base salary for a period not to exceed six (6) months ("Severance"), subject to all conditions, exclusions, and mitigation provisions in this Section 8. Except for amounts otherwise expressly owed under this Agreement (e.g., earned salary through the separation date and any legally required payments), Severance shall be Employee's exclusive monetary remedy for termination without Good Cause.
- B. **Condition to Severance.** As a condition precedent to any severance, continued benefit payments, or other post-separation payments by Employer, Employee shall execute and not revoke a written separation agreement, including a general release of claims in favor of Employer and its officials, employees, and agents, in a form approved by Employer. Employer shall have no obligation to make severance or post-separation payments unless and until the separation agreement becomes effective.

- C. **Separation Agreement and Release (Required Terms).** Employer shall provide Employee a written separation agreement and general release (“Separation Agreement”) in a form approved by Employer. The Separation Agreement shall include, at minimum:
- a. a general release of claims by Employee in favor of Employer and its officials, employees, agents, insurers, and attorneys;
 - b. reaffirmation of Employee’s confidentiality and protected-information obligations (including attorney-client privileged and legally protected information);
 - c. return-of-property and records-preservation obligations consistent with Section 8(D);
 - d. transition/cooperation obligations consistent with Section 8(E); and
 - e. a no-admission provision stating that any payment or agreement does not constitute an admission of liability by any party.

Employer shall deliver the Separation Agreement within ten (10) days after the separation date (or Council action authorizing separation). Employee must execute and return the Separation Agreement within twenty-one (21) days after receipt (or such longer period as required by law, if applicable). If revocation applies, the Separation Agreement must become effective in accordance with its terms.

- D. **Return of City Property; Accounts; Records.** No later than Employee’s last day actively working (or earlier upon written request), Employee shall return all Employer property (including keys, badges, devices, records, credit cards, and any materials containing Employer information) and shall provide all passwords, access credentials, and administrative information necessary to transition Employer systems and accounts. Employee shall not delete, alter, or destroy Employer records, including emails, texts, Teams/IM messages, files, calendars, or notes related to Employer business.
- E. **Severance Payment Schedule; Timing Safe Harbor.**
- a. Subject to Sections 8(A)–8(D):
 - i. **First Installment.** Fifty percent (50%) of the Severance (“First Installment”) shall be paid in a lump sum on the first regular payroll date occurring after the Separation Agreement becomes effective, but in no event later than sixty (60) days after the separation date.
 - ii. **Second Installment.** The remaining fifty percent (50%) (“Second Installment”) shall be paid in a lump sum on the will be paid within one (1) week after the 3-month anniversary of the separation date, but only if Employee has not secured substantially similar employment elsewhere.
- F. **Suspension/Forfeiture of Unpaid Severance Upon Breach.** If Employee materially breaches the Separation Agreement or Sections 8(D) (including failure to return City property, records tampering, or refusal to cooperate), Employer may suspend any unpaid Severance and shall have no obligation to pay further Severance unless and until the breach is cured to Employer’s reasonable satisfaction. This Section does not limit other remedies available at law or in equity.

- G. **Health Insurance.** Employer will cover Employee's premium through the City of Pekin, IL, as outlined in Section 5 of this agreement for up to 6 months on a monthly basis so long as Employee has not begun substantially similar employment elsewhere.
- H. **No Severance for Good Cause or Voluntary Resignation.** No Severance is owed if Employee is terminated for Good Cause (as defined in Section 11) or if Employee voluntarily resigns, except as expressly provided in Section 7(E) (Council-authorized resignation in lieu of termination), if applicable.
- I. **Withholding/Reporting.** All Severance payments are subject to applicable tax withholding and reporting.

Section 9: Resignation

Employee has the right to resign without the Employer seeking damages for early termination. In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) written notice of termination of employment. In the case of resignation, Employee shall not be entitled to any severance unless the circumstances are as described in Section 7(E) above.

Section 10: Employee Representations and Warranties; Background; No Conflicts

Employee represents and warrants that, as of the effective date and throughout employment:

- A. **Authority/No Restrictions.** Employee is not subject to any agreement or restriction that would interfere with performance of duties or conflict with this Agreement.
- B. **No Material Misrepresentations.** Information provided to Employer during recruitment and hiring is true, complete, and not misleading in any material respect.
- C. **Eligibility.** Employee is legally eligible to work and to serve in the position and will maintain any required qualifications.
- D. **Conflicts/Ethics.** Employee will comply with Iowa ethics/conflict laws and City conflict policies and will promptly disclose potential conflicts.
- E. **ICMA.** Employee is a member of ICMA and will adhere to ICMA ethical standards.

A breach of these representations may constitute good cause and/or a material breach under this Agreement.

Section 11. Good Cause

- A. **Definition.** "Good Cause" means any of the following, as determined by the City Council in good faith based on reasonably available information:
- B. **No-Cure Good Cause Events (Immediate).** The following constitute Good Cause without any requirement of prior notice or an opportunity to cure:
 - a. conviction of, guilty plea to, or nolo contendere plea to a felony or aggravated misdemeanor, or any crime involving dishonesty, fraud, theft, misuse of public office, or moral turpitude;
 - b. fraud, material dishonesty, embezzlement, misappropriation, or theft, including misuse of City funds, property, credit cards, or resources;

- c. corruption or acceptance of improper compensation, gifts, or benefits in connection with City business;
 - d. gross negligence or willful misconduct that materially harms the City, including repeated serious policy violations or material violation of law; or
 - e. expulsion from ICMA based on an ethics violation related to Employee's professional conduct.
- C. Cure-Eligible Good Cause Events.** The following constitute Good Cause only if Employer provides notice and Employee fails to cure as provided below:
- a. habitual non-performance of duties, persistent failure to meet reasonable performance expectations, or continuing neglect of duties;
 - b. repeated failure to follow lawful City policies or administrative directives, when not rising to the level of Section 11(B)(d);
 - c. failure to maintain or timely achieve contractual requirements that are cure-capable, including the residency requirement in Section 14, provided that the cure process in Section 11(D) is followed.
- D. Notice and Cure Process.** For any Cure-Eligible Good Cause event under Section 11(C), Employer shall provide Employee a written notice specifying the grounds, relevant facts, and performance expectations. Employee shall have thirty (30) days from receipt to cure to the reasonable satisfaction of the City Council, unless the notice specifies a longer cure period due to the nature of the deficiency. If Employee fails to timely cure, the City Council may terminate for Good Cause.
- E. Council Determination; No Waiver.** The City Council's determination of Good Cause shall be made by official action at a duly noticed meeting. Employer's failure to enforce any provision in a particular instance shall not constitute a waiver of the right to enforce the provision thereafter.

Section 12: Performance Evaluation

Employer (City Council and Mayor) shall conduct an annual performance review of the Employee each March – subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employee, Mayor, and two (2) City Council Members (if more than two Council Members volunteer to help design the process, they will be chosen by drawing names of those interested with the first two (2) names drawn first winning.) Employee shall evaluate department directors on at least an annual basis.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside normal office hours on business for the Employer and, to that end, Employee shall enjoy reasonable flexibility in setting his own work hours.

Section 14: Residency

- A. Residency Requirement.** Employee shall establish and thereafter maintain Employee's principal place of residence within the corporate limits of the City of Davenport, Iowa ("City") no later than twelve (12) months after Employee's first day

of employment. For purposes of this Agreement, “principal place of residence” means the dwelling where Employee primarily resides and intends to remain, and from which Employee ordinarily commutes to work.

- B. **Verification and Ongoing Duty to Update.** No later than the twelve (12) month deadline, Employee shall notify the Human Resources Director of their address. Employee shall promptly notify Employer in writing of any change of residence.
- C. **Relocation/Residential Expense Stipend.** Employer shall provide Employee a one-time relocation/residential expense stipend in the amount of Three Thousand Dollars (\$3,000) payable on Employee’s first regular paycheck (or, if administratively necessary, within thirty (30) days of commencement of employment). The stipend is intended to defray moving, relocation, and/or residential expenses associated with establishing residency in the City and shall be treated for payroll/tax purposes as required by law.
- D. **Material Breach / Good Cause.** A knowing failure to comply with Section 14(A), or a material misrepresentation regarding residency, constitutes a material breach of this Agreement and may constitute good cause for termination, in addition to any other remedies available to Employer.

Section 15: Outside Activities

- A. **Primary Employment; No Interference.** The employment provided for by this Agreement shall be Employee’s primary and principal employment. Employee shall not engage in any outside employment or business activity that interferes with Employee’s duties, availability, responsiveness, or performance under this Agreement, or that is inconsistent with the City Charter/Code, City policies, or applicable law.
- B. **Uncompensated Community/Professional Activities.** Employee may participate in uncompensated civic, charitable, professional, and educational activities, provided such activities (i) occur outside of Employee’s working time except for occasional de minimis participation that benefits the City; (ii) do not use City resources except as expressly authorized by policy; and (iii) do not create a conflict of interest or appearance of impropriety.
- C. **Compensated Teaching/Consulting and Other Paid Opportunities.** Employee may accept any compensated teaching, consulting, speaking engagement, board service, or other paid outside opportunity with prior written approval by the Mayor or 2 members of City Council with notification to the Mayor and all members of the City Council.

Employee’s request shall be in writing and shall disclose: the outside entity, nature of services, time commitment, compensation/benefits, term, and any actual or potential City-facing interactions (contracts, permits, enforcement, audits, grants, inspections, approvals, disputes, etc.).

- D. **Iowa Ethics / Conflict Compliance; Prohibited Activities.** Employee shall comply with Iowa ethics and conflict-of-interest laws, including Iowa Code chapter 68B.

- E. **No Representation/Advocacy Before the City; No City Vendor Conflicts.** Unless expressly approved in advance by the City Council in writing after consultation with Corporation Counsel, Employee shall not:
- a. represent, advocate for, or appear on behalf of any outside person or entity before the City Council, any City board/commission, or any City department;
 - b. accept paid work from a person or entity that to Employee's knowledge is negotiating a contract with the City, seeking discretionary City action, or is involved in a dispute, claim, audit, enforcement action, or litigation with the City.
- F. **Conditions; Time/Resources; City Name and Position.** All approved outside activities must:
- a. be performed outside working time (absent explicit written approval);
 - b. not use City staff time or City resources;
 - c. not use the City's name, seal, or Employee's title in a manner implying City endorsement; and
 - d. not involve disclosure or use of City confidential information.
- G. **Revocation.** Employer may revoke approval for any outside activity at any time upon written notice if Employer determines the activity creates (or reasonably risks creating) interference with duties, conflict-of-interest concerns, operational issues, or reputational risk. Continued participation after revocation constitutes a material breach.
- H. **Remedy; Good Cause.** A knowing violation of this Section 15, or a material misrepresentation or omission in any request/disclosure under this Section 15, constitutes a material breach of this Agreement and may constitute "good cause" for termination, in addition to any other remedy available to Employer.

Section 16: Indemnification

- A. **Statutory Defense and Indemnification.** Employer shall provide Employee a defense and indemnification for any civil claim, demand, suit, or proceeding (a "Claim") arising out of an act or omission of Employee occurring within the scope of Employee's employment and in the performance of Employee's official duties for Employer, unless the conduct is determined to be a willful and wanton act or omission, as required in Iowa Code Chapter 670.
- B. **Conflicts; Separate Counsel.** If Employer determines, in good faith and consistent with Iowa Code chapter 670 and applicable ethics rules, that a conflict of interest may require separate counsel for Employee, Employer will promptly notify Employee and will provide Employee with separate counsel. Employee may (i) accept counsel selected by Employer, or (ii) select qualified counsel of Employee's choosing, subject to Employer's reasonable approval (not to be unreasonably withheld) and counsel's agreement to coordinate with Employer's defense strategy as required by law and ethics rules. In either case, Employer's payment obligation is capped at the hourly rate (and customary litigation expenses) Employer pays for its own legal counsel in comparable matters, unless Employer agrees otherwise in writing. Employee may retain additional personal counsel at Employee's expense.

- C. **Discretionary Defense for Non-Chapter 670 Matters.** For matters not covered by Iowa Code chapter 670 (including certain administrative, investigatory, or equitable proceedings), Employer may (but is not required to) authorize defense and/or reimbursement of reasonable defense costs if Employer determines the matter arose from good-faith performance of official duties and such support serves a valid public purpose and is permitted by law.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms

Employer, in consultation with Employee, shall fix any other such terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with this Agreement or any federal, state or local law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Corporation Counsel
City of Davenport
226 W. 4th Street
Davenport, IA 52801

EMPLOYEE: Timothy Gleason
Address on record with Employer at time Notice given

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of the transmission in the United States Postal Service.

Section 20: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated into and made a part of this Agreement.

- B. **Binding Effect.** This Agreement shall be binding on the Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Administrative Policies; Prospective Application; Governing Version.** Any reference in this Agreement to an administrative policy, personnel policy, handbook provision, administrative rule, or similar policy document (collectively, “Administrative Policies”) means the Administrative Policy as duly adopted and in effect at the time the act, omission, decision, or condition giving rise to the issue, claim, grievance, investigation, appeal, or other dispute first occurs or arises (the “Trigger Date”), and not the Administrative Policy in effect on the Effective Date of this Agreement. Administrative Policies may be amended, superseded, or replaced from time to time; however, amendments apply prospectively only and will not apply to any issue or dispute with a Trigger Date occurring before the amendment’s effective date, unless the amendment expressly states otherwise and such application is permitted by law.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability including, without limitation, sovereign immunity in State or Federal court, which may be available to the Employer.
- F. **Venue/Jurisdiction.** Any action arising out of or relating to this Agreement shall be brought in the Iowa District Court for Scott County, Iowa, or, if federal jurisdiction exists, in the United States District Court for the Southern District of Iowa, to the extent permitted by law.
- G. **Immunities Preserved.** Nothing in this Agreement waives any immunities, defenses, or limitations on liability available to Employer under Iowa Code chapter 670 or other applicable law.
- H. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of a party, failure or delay by either party at any time to require performance by the other party or to claim a breach of any provision of the contract shall not be construed as affecting any subsequently obtained right to require performance or to claim a breach.
- I. **Breach by Employee.** A material breach of this Agreement by Employee that goes uncured for sixty (60) days after the date of receipt of a declaration of said breach, in addition to any other remedy Employer may have, allows the Employer the option to cancel this Agreement without any compensation or payment of severance to Employee.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

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

EMPLOYEE:

Timothy A. Gleason

EMPLOYER:

CITY OF DAVENPORT

By: _____
Jason Gordon, Mayor

Action Item #: _____

Attest:

Deputy City Clerk

City of Davenport

Department: Legal
Contact Info: Sam Huff |

Action / Date
2/25/2026

Subject:

Third Consideration: Ordinance amending Chapter 8.12 entitled "Nuisances" of the Municipal Code of Davenport, Iowa, to update language in accordance with Iowa State Code and update the problem area nuisance list. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Chapter 8.12 of the Davenport Municipal Code establishes standards for identifying and addressing nuisance conditions that impact public safety and quality of life. Section 8.12.015 defines a "problem area nuisance" based on the occurrence of specified criminal acts or violations within a defined timeframe and proximity to a property.

Iowa Code section 708.6 has replaced the term "Terrorism" with "Intimidation with a Deadly and Dangerous Weapon", so the City is updating our local code to reflect this change. Also, adding "Felon in possession of a firearm" aligns the nuisance ordinance with serious offenses identified in state law and strengthens the City's ability to proactively address properties associated with dangerous activity. This update supports consistent application of the code and provides an early, preventative enforcement tool focused on public safety.

Attachments:

1. Ordinance
2. Original 8.12.015
3. Redline 8.12.015

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8.12 ENTITLED "NUISANCES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, TO UPDATE LANGUAGE IN ACCORDANCE WITH IOWA STATE CODE AND UPDATE THE PROBLEM AREA NUISANCE LIST.

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

Section 1. That Subsection 8.12.015(A) of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

A problem area nuisance exists:

A. When one or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):

1. Manufacture or delivery of a controlled substance in violation of Iowa Code Chapter 124;
2. Kidnapping as defined in Iowa Code Chapter 710;
3. Arson as defined in Iowa Code Chapter 712;
4. Burglary as defined in Iowa Code Chapter 713;
5. Robbery as defined in Iowa Code Chapter 711;
6. Sex abuse as defined in Iowa Code Chapter 709;
7. Intimidation With a Deadly or Dangerous Weapon as defined in Iowa Code Section 708.6;
8. Willful injury as defined in Iowa Code Section 708.4;
9. Sexual exploitation of a minor in violation of Iowa Code Section 728.12;
10. Felony gambling in violation of Iowa Code Chapter 725;
11. Felony criminal mischief as defined in Iowa Code Chapter 716;
12. Felon in possession of a firearm as defined in Iowa Code Section 724.26;
13. Animal fighting in violation of Iowa Code Section 717B.7; and
14. A single incident of a health code, environmental, or solid waste violation of such a magnitude that it falls within the definition of a nuisance under Subsection 8.12.010(E) of the Davenport Municipal Code.

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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

8.12.015. Problem area nuisance. [Ord. 2018-442; Ord. 2010-356 § 2; Ord. 2002-32 (part); Ord. 99-267 § 2]

A problem area nuisance exists:

- A. When one or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):
 - 1. Manufacture or delivery of a controlled substance in violation of Iowa Code Chapter 124;
 - 2. Kidnapping as defined in Iowa Code Chapter 710;
 - 3. Arson as defined in Iowa Code Chapter 712;
 - 4. Burglary as defined in Iowa Code Chapter 713;
 - 5. Robbery as defined in Iowa Code Chapter 711;
 - 6. Sex abuse as defined in Iowa Code Chapter 709;
 - 7. Terrorism as defined in Iowa Code Section 708.6;
 - 8. Willful injury as defined in Iowa Code Section 708.4;
 - 9. Sexual exploitation of a minor in violation of Iowa Code Section 728.12;
 - 10. Felony gambling in violation of Iowa Code Chapter 725;
 - 11. Felony criminal mischief as defined in Iowa Code Chapter 716;
 - 12. Animal fighting in violation of Iowa Code Section 717B.7; and
 - 13. A single incident of a health code, environmental, or solid waste violation of such a magnitude that it falls within the definition of a nuisance under Section 8.12.010E of the Davenport Municipal Code.
- B. When two or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):
 - 1. Possession of a controlled substance in violation of Iowa Code Chapter 124;
 - 2. Carrying a dangerous weapon as defined in Iowa Code Section 724.4;
 - 3. Riot as defined in Iowa Code Section 723.1;
 - 4. Serious or aggravated misdemeanor criminal mischief as defined in Iowa Code Chapter 716;
 - 5. Prostitution as defined in Iowa Code Section 725.1;
 - 6. Serious or aggravated misdemeanor assault as defined in Iowa Code Chapter 708;

7. Serious or aggravated misdemeanor theft as defined in Iowa Code Chapter 714;
 8. Misdemeanor gambling as defined in Iowa Code Chapter 725;
 9. False imprisonment as defined in Iowa Code Section 710.7;
 10. Failing to secure or keep secure a structure in accordance with Chapter 8.16 of the Davenport Municipal Code;
 11. An unpermitted or illegal use under Title 17 of the Davenport Municipal Code;
 12. Unlawful discharge of a firearm in violation of Section 9.44.010 of the Davenport Municipal Code; and
 13. A social gathering constituting a disorderly premises or nuisance gathering as defined in Section 9.08.090 of the Davenport Municipal Code.
- C. When three or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):
1. Health code violations.
 2. Environmental or solid waste violations;
 3. Unlawful assembly in violation of Chapter 9.16 of the Davenport Municipal Code;
 4. Simple misdemeanor criminal mischief in violation of Section 9.20.010 of the Davenport Municipal Code;
 5. Simple misdemeanor assault in violation of Section 9.20.060 of the Davenport Municipal Code;
 6. Disorderly conduct in violation of Chapter 9.08 of the Davenport Municipal Code;
 7. Criminal Trespass in violation of Section 9.20.030 of the Davenport Municipal Code; and
 8. Loafing, loitering, or annoying in violation of Section 9.08.020 of the Davenport Municipal Code.

The above references to provisions of the Iowa Code or the Davenport Municipal Code should not be interpreted to mean that a prosecution or conviction of the specific charge is a necessary prerequisite to an action under this chapter nor shall it be interpreted to mean that proof of the action beyond a reasonable doubt is required. However, a court conviction on the underlying charge is irrebuttable proof of the occurrence.

8.12.015. Problem area nuisance. [Ord. 2018-442; Ord. 2010-356 § 2; Ord. 2002-32 (part); Ord. 99-267 § 2]

A problem area nuisance exists:

- A. When one or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):
1. Manufacture or delivery of a controlled substance in violation of Iowa Code Chapter 124;
 2. Kidnapping as defined in Iowa Code Chapter 710;
 3. Arson as defined in Iowa Code Chapter 712;
 4. Burglary as defined in Iowa Code Chapter 713;
 5. Robbery as defined in Iowa Code Chapter 711;
 6. Sex abuse as defined in Iowa Code Chapter 709;
 7. Intimidation With a Deadly or Dangerous Weapon ~~Terrorism~~ as defined in Iowa Code Section 708.6;
 8. Willful injury as defined in Iowa Code Section 708.4;
 9. Sexual exploitation of a minor in violation of Iowa Code Section 728.12;
 10. Felony gambling in violation of Iowa Code Chapter 725;
 11. Felony criminal mischief as defined in Iowa Code Chapter 716;
 - 11.12. Felon in possession of a firearm as defined in Iowa Code Section 724.26;
 - 12.13. Animal fighting in violation of Iowa Code Section 717B.7; and
 - 13.14. A single incident of a health code, environmental, or solid waste violation of such a magnitude that it falls within the definition of a nuisance under Section 8.12.010E of the Davenport Municipal Code.
- B. When two or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):
1. Possession of a controlled substance in violation of Iowa Code Chapter 124;
 2. Carrying a dangerous weapon as defined in Iowa Code Section 724.4;
 3. Riot as defined in Iowa Code Section 723.1;
 4. Serious or aggravated misdemeanor criminal mischief as defined in Iowa Code Chapter 716;
 5. Prostitution as defined in Iowa Code Section 725.1;
 6. Serious or aggravated misdemeanor assault as defined in Iowa Code Chapter 708;

7. Serious or aggravated misdemeanor theft as defined in Iowa Code Chapter 714;
 8. Misdemeanor gambling as defined in Iowa Code Chapter 725;
 9. False imprisonment as defined in Iowa Code Section 710.7;
 10. Failing to secure or keep secure a structure in accordance with Chapter 8.16 of the Davenport Municipal Code;
 11. An unpermitted or illegal use under Title 17 of the Davenport Municipal Code;
 12. Unlawful discharge of a firearm in violation of Section 9.44.010 of the Davenport Municipal Code; and
 13. A social gathering constituting a disorderly premises or nuisance gathering as defined in Section 9.08.090 of the Davenport Municipal Code.
- C. When three or more of the following acts are committed within a period of 12 consecutive months upon a property, or within 1,500 feet of the property, by an interested party or their permittee(s):
1. Health code violations.
 2. Environmental or solid waste violations;
 3. Unlawful assembly in violation of Chapter 9.16 of the Davenport Municipal Code;
 4. Simple misdemeanor criminal mischief in violation of Section 9.20.010 of the Davenport Municipal Code;
 5. Simple misdemeanor assault in violation of Section 9.20.060 of the Davenport Municipal Code;
 6. Disorderly conduct in violation of Chapter 9.08 of the Davenport Municipal Code;
 7. Criminal Trespass in violation of Section 9.20.030 of the Davenport Municipal Code; and
 8. Loafing, loitering, or annoying in violation of Section 9.08.020 of the Davenport Municipal Code.

The above references to provisions of the Iowa Code or the Davenport Municipal Code should not be interpreted to mean that a prosecution or conviction of the specific charge is a necessary prerequisite to an action under this chapter nor shall it be interpreted to mean that proof of the action beyond a reasonable doubt is required. However, a court conviction on the underlying charge is irrebuttable proof of the occurrence.

City of Davenport

Department: Legal
Contact Info: Sam Huff |

Action / Date
2/25/2026

Subject:

Third Consideration: Ordinance amending Chapter 10.16 entitled "Traffic Control Devices" of the Municipal Code of Davenport, Iowa, to clarify authority related to traffic fines. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Adding "operator" to Section 10.16.070(C) of the Municipal Code clarifies responsibility for traffic violations by recognizing that the person driving the vehicle may not be the registered owner. This update improves enforcement consistency and strengthens the legal clarity and effectiveness of the ordinance without expanding the scope of the violation.

Attachments:

1. Ordinance
2. Current Chapter 10.16
3. 10.16.070 Redline

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.16 ENTITLED "TRAFFIC CONTROL DEVICES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, TO CLARIFY AUTHORITY RELATED TO TRAFFIC FINES.

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

Section 1. That Subsection 10.16.070(C) of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to reads as follows:

C. Vehicle owner subject to civil fine for automated traffic citations.

1. The vehicle owner or operator shall be liable for a fine as imposed below if such vehicle crosses a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or red arrow.
2. The vehicle owner or operator shall be liable for a fine as imposed below if such vehicle travels at a speed above the posted speed limit.
3. A list of non-exclusive exemptions from liability under this section are set forth below and shall not be considered violations for purposes of the automated traffic enforcement system.
 - (a) The violation occurred after the vehicle in question or its state registration plates were reported to a law enforcement agency as stolen and were not yet recovered.
 - (b) The vehicle operator was issued a uniform traffic citation for the violation at issue pursuant to Davenport Municipal Code.
 - (c) The vehicle in question was an authorized emergency vehicle and/or otherwise was conducting official business.
 - (d) The officer or employee reviewing the image determines that the vehicle in question entered the intersection to yield the right-of-way to an emergency vehicle.
 - (e) The officer or employee reviewing the image determines that the vehicle in question was lawfully participating in a funeral procession.
 - (f) The officer or employee reviewing the image determines that the image, in whole or in part, is unclear due to weather, obstruction, or poor image quality to such extent that rejection of the detected violation is warranted.

- (g) The officer or employee reviewing the image is unable to determine which vehicle in the image triggered the automated system when more than one vehicle is present in the image.
 - (h) The foregoing list of exemptions shall not be construed as limiting the defenses available to challenge an automated traffic citation or defend a municipal infraction.
4. The Iowa Department of Transportation or similar department of any other state shall not consider the violation for purposes of driver's license sanctions, and an insurer shall not consider the violation for determination of an individual's automobile insurance rates.

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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

Chapter 10.16

TRAFFIC CONTROL DEVICES

10.16.010. Manual and specifications for official traffic control devices. [Ord. 84-247 § 6.1]

All official traffic control devices shall conform to the manual and specifications required by state law and approved by the Iowa State Department of Transportation. All traffic control devices so erected and not inconsistent with the provisions of the manual or state law or this ordinance shall be official traffic control devices.

10.16.020. When official traffic control devices required for enforcement purposes. [Ord. 84-247 § 6.2]

No provision of this ordinance for which official traffic control devices are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official traffic control device has not been erected. Whenever a particular section does not state that official traffic control devices are required, such section shall be effective even though no devices are erected or in place.

10.16.030. Official traffic control devices — Presumption of legality. [Ord. 84-247 § 6.3]

- A. Whenever official traffic control devices are placed in position approximately conforming to the requirements of this title, such devices shall be presumed to have been so placed by the official act or direction of lawful authority, unless the contrary shall be established by competent evidence.
- B. Any official traffic control device placed pursuant to the provisions of this title and purporting to conform to the lawful requirements pertaining to such devices shall be presumed to comply with the requirements of this title, unless the contrary shall be established by competent evidence.

10.16.040. Traffic control signals. [Ord. 84-247 § 6.4]

- A. For the purpose of this section "stop at the official traffic control signal" means stopping at the first opportunity at either the clearly marked stop line or before entering the crosswalk or before entering the intersection.
- B. Official traffic control signals consisting of colored lights or colored lighted arrows shall regulate vehicle and pedestrian traffic in the following manner:
 - 1. A "steady circular red" light means vehicular traffic shall stop. Vehicular traffic shall remain standing until a signal to proceed is shown or vehicular traffic, unless prohibited by a sign, may cautiously enter the intersection to make a right turn from the right lane of traffic or a left turn from a one-way street to a one-way street from the left lane of traffic on a one-way street onto the left-most lane of traffic on a one-way street. Turns made under this paragraph shall be made in a manner that does not interfere with other vehicular or pedestrian traffic lawfully using the intersection. Pedestrian traffic facing a steady circular red light shall not safely cross the roadway without interfering with any vehicular traffic.

2. A "steady circular yellow" or "steady yellow arrow" light means vehicular traffic is warned that the related green movement is being terminated and vehicular traffic shall no longer proceed into the intersection and shall stop. If the stop cannot be made in safety, a vehicle may be driven cautiously through the intersection. Pedestrian traffic is warned that there is insufficient time to cross the intersection and any pedestrian starting to cross the roadway shall yield the right-of-way to all vehicles.
3. A "steady circular green" light means vehicular traffic may proceed straight, turn right or turn left through the intersection unless otherwise specifically prohibited. Vehicular traffic shall yield the right-of-way to other vehicular and pedestrian traffic lawfully within the intersection.
4. A "steady green arrow" light shown alone or with another official traffic control signal means vehicular traffic may cautiously enter the intersection and proceed in the direction indicated by the arrow. Vehicular traffic shall yield the right-of-way to other vehicles and pedestrians lawfully within the intersection.
5. A "flashing circular red" light means vehicular traffic shall stop and after stopping may proceed cautiously through the intersection yielding to all vehicles not required to stop or yield which are within the intersection or approaching so closely as to constitute a hazard, but then may proceed.
6. A "flashing yellow" light means vehicular traffic shall proceed through the intersection or past such signal with caution.
7. A "don't walk" light or symbol is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal shall not start to cross the roadway in the direction of the pedestrian signal, and pedestrian traffic in the crossing shall proceed to a safety zone.
8. A "walk" light or symbol is a pedestrian signal which means that pedestrian traffic facing the illuminated pedestrian signal may proceed to cross the roadway in the direction of the pedestrian signal and shall be given the right-of-way by drivers of all vehicles.

10.16.050. Unauthorized signs, signals or markings. [Ord. 84-247 § 6.5]

No person shall place, maintain, or display upon or in view of any person upon a street any sign, signal, marking, or device which purports to be or is an imitation of or resembles an official parking sign, curb or other marking, traffic control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic control device or any railroad sign or signal, if such sign, signal, marking, or device has not been authorized by the City traffic engineer and no person shall place or maintain any traffic sign or signal bearing thereon any commercial advertising.

Every such prohibited sign, signal, or marking is hereby declared to be a public nuisance and the City Administrator is hereby empowered to remove the same or cause it to be removed without notice.

10.16.060. Effective hours of traffic control devices. [Ord. 84-247 § 6.6]

Whenever official traffic control devices are placed in position approximately conforming to requirements of this title such devices shall be presumed to be in full force and effect at all times unless the hours during which the device is in effect are so stated on the device.

10.16.070. Automated traffic enforcement. [1-29-2025 by Ord. No. 2025-34; Ord. 2009-337 § 1; Ord. 2005-361; Ord. 2004-35]**A. General.**

1. The City of Davenport's Automated Traffic Enforcement Program will comply with all requirements outlined in the State of Iowa Code § 321P.
2. The City of Davenport, in accordance with the police powers authorized it by the State of Iowa for governing safe traffic flow, may deploy, erect or cause to have erected an automated traffic enforcement system for making video images of vehicles that fail to obey red light traffic signals or speed regulations at intersections or other locations in the City that result in critical traffic safety issues such as traffic collisions, or crashes resulting in serious injury or death. The system may be managed by a private contractor that owns and operates the requisite equipment with supervisory control vested in the City's Police Department. Video images shall be provided to the Police Department by the contractor for review. The Police Department will determine which vehicle owners are in violation of the City's traffic control ordinances and are to receive a notice of violation for the offense.

B. Definitions.

1. AUTOMATED TRAFFIC CITATION – Shall mean a notice of a traffic violation generated and affirmed through the automated traffic enforcement system.
2. AUTOMATED TRAFFIC ENFORCEMENT SYSTEM – Shall mean an electronic system consisting of a camera or other optical device to work in conjunction with a vehicle sensor or speed measuring device to produce a video or photograph that is then reviewed and approved by an officer from the local police department and/or a trained department employee to affirm a traffic violation occurred.
3. VEHICLE OWNER – Shall mean the person who holds the legal title to a motor vehicle. However, if the motor vehicle is the subject of a security agreement with a right of possession in the debtor, the debtor is deemed the owner, or if the motor vehicle is leased as defined in Iowa Code § 321.493, the lessee is deemed the owner for this section.

C. Vehicle owner subject to civil fine for automated traffic citations.

1. The vehicle owner shall be liable for a fine as imposed below if such vehicle crosses a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or red arrow.
2. The vehicle owner shall be liable for a fine as imposed below if such vehicle travels at

a speed above the posted speed limit.

3. A list of non-exclusive exemptions from liability under this section are set forth below and shall not be considered violations for purposes of the automated traffic enforcement system.
 - (a) The violation occurred after the vehicle in question or its state registration plates were reported to a law enforcement agency as stolen and were not yet recovered.
 - (b) The vehicle operator was issued a uniform traffic citation for the violation at issue pursuant to Davenport Municipal Code.
 - (c) The vehicle in question was an authorized emergency vehicle and/or otherwise was conducting official business.
 - (d) The officer or employee reviewing the image determines that the vehicle in question entered the intersection to yield the right-of-way to an emergency vehicle.
 - (e) The officer or employee reviewing the image determines that the vehicle in question was lawfully participating in a funeral procession.
 - (f) The officer or employee reviewing the image determines that the image, in whole or in part, is unclear due to weather, obstruction, or poor image quality to such extent that rejection of the detected violation is warranted.
 - (g) The officer or employee reviewing the image is unable to determine which vehicle in the image triggered the automated system when more than one vehicle is present in the image.
 - (h) The foregoing list of exemptions shall not be construed as limiting the defenses available to challenge an automated traffic citation or defend a municipal infraction.
4. The Iowa Department of Transportation or similar department of any other state shall not consider the violation for purposes of driver's license sanctions, and an insurer shall not consider the violation for determination of an individual's automobile insurance rates

D. Notice of automated traffic citations.

1. After review and affirmation by a police officer or employee of the violation detected by the automated traffic enforcement system, a notice will be mailed to the vehicle owner for each detected violation.
2. The notice will be mailed within 30 days after receiving the vehicle owner's information.
3. The notice shall include the name and address of the vehicle owner, the vehicle make, the violation alleged, the time, date, and location of the alleged violation, the applicable fine, information pertaining to how the citation may be challenged, and notification that the citation is based upon an image generated by an automatic traffic enforcement

system.

E. Penalty for violations.

1. A civil fine of \$100 shall be imposed for any violation of Subsection C1, which shall be payable to the City of Davenport at the City's Finance Department.
2. A civil fine, as listed in the table below, shall be imposed for any violation of Subsection C2, which shall be payable to the City of Davenport at the City's Finance Department. Violations occurring in construction zones shall incur greater fines as indicated below.

Speed Over Limit	Civil Fine	If in Construction Zone
11 through 20 mph	\$75	\$150
21 through 25 mph	\$100	\$200
26 through 30 mph	\$200	\$500
Over 30 mph	\$500	\$1,000

F. Challenging an automated traffic citation.

1. The vehicle owner who receives a citation for a violation detected by the automated traffic enforcement system may appeal the violation through the Davenport Police Department and submit clear and convincing evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.
 - (a) As part of the appeal, the owner shall provide the name and address of the person who was operating the motor vehicle at the time of the violation.
 - (b) If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.
2. A recipient of an automated traffic citation may dispute the citation by requesting an issuance of a municipal infraction citation by the Police Department
 - (a) Such request will result in a required court appearance by the recipient and in the scheduling of a trial before a judge or magistrate at the Scott County Courthouse.
 - (b) The issuance of a municipal infraction citation will cause the imposition of state-mandated court costs which are added to the amount of the violation if the court finds the recipient guilty.

G. Failure to timely pay or challenge.

1. A recipient of a notice of violation who does not request the issuance of a municipal infraction citation to dispute the alleged violation by contested proceedings before a judge or magistrate within the time specified by the notice of violation, will be deemed to have waived his right to dispute the violation, and the violation will be admitted with the civil penalty being due and owing to the City.

2. A notice of intent to default will be mailed to the recipient at least 10 days prior to the deadline for contesting.
3. If the recipient of an automated traffic citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the vehicle owner in accordance with City of Davenport Municipal Code Section 1.30.020 and Iowa Code § 364.22 , seeking judgment for the applicable civil fine plus state-mandated filing fees, court costs, and any other administrative fees associated to the collection of the fine.
4. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment, together with interest as permitted by law.
5. Collection of that judgment may include referral to the debt collection program as administered by the Iowa Department of Revenue.
6. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the vehicle owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

10.16.070. Automated traffic enforcement. [1-29-2025 by Ord. No. 2025-34; Ord. 2009-337 § 1; Ord. 2005-361; Ord. 2004-35]

A. General.

1. The City of Davenport's Automated Traffic Enforcement Program will comply with all requirements outlined in the State of Iowa Code § 321P.
2. The City of Davenport, in accordance with the police powers authorized it by the State of Iowa for governing safe traffic flow, may deploy, erect or cause to have erected an automated traffic enforcement system for making video images of vehicles that fail to obey red light traffic signals or speed regulations at intersections or other locations in the City that result in critical traffic safety issues such as traffic collisions, or crashes resulting in serious injury or death. The system may be managed by a private contractor that owns and operates the requisite equipment with supervisory control vested in the City's Police Department. Video images shall be provided to the Police Department by the contractor for review. The Police Department will determine which vehicle owners are in violation of the City's traffic control ordinances and are to receive a notice of violation for the offense.

B. Definitions.

1. AUTOMATED TRAFFIC CITATION – Shall mean a notice of a traffic violation generated and affirmed through the automated traffic enforcement system.
2. AUTOMATED TRAFFIC ENFORCEMENT SYSTEM – Shall mean an electronic system consisting of a camera or other optical device to work in conjunction with a vehicle sensor or speed measuring device to produce a video or photograph that is then reviewed and approved by an officer from the local police department and/or a trained department employee to affirm a traffic violation occurred.
3. VEHICLE OWNER – Shall mean the person who holds the legal title to a motor vehicle. However, if the motor vehicle is the subject of a security agreement with a right of possession in the debtor, the debtor is deemed the owner, or if the motor vehicle is leased as defined in Iowa Code § 321.493, the lessee is deemed the owner for this section.

C. Vehicle owner subject to civil fine for automated traffic citations.

1. The vehicle owner or operator after a successful appeal by the vehicle owner under 10.16.070(F), shall be liable for a fine as imposed below if such vehicle crosses a marked stop line or the intersection plane at a system location when the traffic signal for that vehicle's direction is emitting a steady red light or red arrow.
2. The vehicle owner or operator after a successful appeal by the vehicle owner under 10.16.070(F), shall be liable for a fine as imposed below if such vehicle travels at a speed above the posted speed limit.
3. A list of non-exclusive exemptions from liability under this section are set forth below and shall not be considered violations for purposes of the automated traffic enforcement system.

(a) The violation occurred after the vehicle in question or its state registration plates

were reported to a law enforcement agency as stolen and were not yet recovered.

- (b) The vehicle operator was issued a uniform traffic citation for the violation at issue pursuant to Davenport Municipal Code.
 - (c) The vehicle in question was an authorized emergency vehicle and/or otherwise was conducting official business.
 - (d) The officer or employee reviewing the image determines that the vehicle in question entered the intersection to yield the right-of-way to an emergency vehicle.
 - (e) The officer or employee reviewing the image determines that the vehicle in question was lawfully participating in a funeral procession.
 - (f) The officer or employee reviewing the image determines that the image, in whole or in part, is unclear due to weather, obstruction, or poor image quality to such extent that rejection of the detected violation is warranted.
 - (g) The officer or employee reviewing the image is unable to determine which vehicle in the image triggered the automated system when more than one vehicle is present in the image.
 - (h) The foregoing list of exemptions shall not be construed as limiting the defenses available to challenge an automated traffic citation or defend a municipal infraction.
4. The Iowa Department of Transportation or similar department of any other state shall not consider the violation for purposes of driver's license sanctions, and an insurer shall not consider the violation for determination of an individual's automobile insurance rates

D. Notice of automated traffic citations.

- 1. After review and affirmation by a police officer or employee of the violation detected by the automated traffic enforcement system, a notice will be mailed to the vehicle owner for each detected violation.
- 2. The notice will be mailed within 30 days after receiving the vehicle owner's information.
- 3. The notice shall include the name and address of the vehicle owner, the vehicle make, the violation alleged, the time, date, and location of the alleged violation, the applicable fine, information pertaining to how the citation may be challenged, and notification that the citation is based upon an image generated by an automatic traffic enforcement system.

E. Penalty for violations.

- 1. A civil fine of \$100 shall be imposed for any violation of Subsection C1, which shall be payable to the City of Davenport at the City's Finance Department.
- 2. A civil fine, as listed in the table below, shall be imposed for any violation of Subsection

C2, which shall be payable to the City of Davenport at the City's Finance Department. Violations occurring in construction zones shall incur greater fines as indicated below.

Speed Over Limit	Civil Fine	If in Construction Zone
11 through 20 mph	\$75	\$150
21 through 25 mph	\$100	\$200
26 through 30 mph	\$200	\$500
Over 30 mph	\$500	\$1,000

Commented [WH1]: State code change.

F. Challenging an automated traffic citation.

1. The vehicle owner who receives a citation for a violation detected by the automated traffic enforcement system may appeal the violation through the Davenport Police Department and submit clear and convincing evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.
 - (a) As part of the appeal, the owner shall provide the name and address of the person who was operating the motor vehicle at the time of the violation.
 - (b) If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.
2. A recipient of an automated traffic citation may dispute the citation by requesting an issuance of a municipal infraction citation by the Police Department
 - (a) Such request will result in a required court appearance by the recipient and in the scheduling of a trial before a judge or magistrate at the Scott County Courthouse.
 - (b) The issuance of a municipal infraction citation will cause the imposition of state-mandated court costs which are added to the amount of the violation if the court finds the recipient guilty.

G. Failure to timely pay or challenge.

1. A recipient of a notice of violation who does not request the issuance of a municipal infraction citation to dispute the alleged violation by contested proceedings before a judge or magistrate within the time specified by the notice of violation, will be deemed to have waived his right to dispute the violation, and the violation will be admitted with the civil penalty being due and owing to the City.
2. A notice of intent to default will be mailed to the recipient at least 10 days prior to the deadline for contesting.
3. If the recipient of an automated traffic citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the vehicle owner in accordance with City of Davenport Municipal Code Section 1.30.020 and Iowa Code § 364.22 ,

seeking judgment for the applicable civil fine plus state-mandated filing fees, court costs, and any other administrative fees associated to the collection of the fine.

4. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment, together with interest as permitted by law.
5. Collection of that judgment may include referral to the debt collection program as administered by the Iowa Department of Revenue.
6. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the vehicle owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

City of Davenport

Department: Legal
Contact Info: Sam Huff |

Action / Date
2/25/2026

Subject:

Third Consideration: Ordinance amending Chapter 10.40 entitled "Speed Restrictions" of the Municipal Code of Davenport, Iowa, to clarify the applicability of posted and code-established speed limits. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

The proposed amendment adds the phrase "unless otherwise posted or established in this code" to clarify that the listed speed limits serve as default speeds and may be superseded by posted signs or other speed limits adopted elsewhere in the Municipal Code. This clarification ensures consistency with existing traffic control practices and provides clear legal authority for enforcing posted speed limits where conditions warrant different speeds.

The added language improves enforcement clarity, reduces ambiguity, and strengthens the legal defensibility of speed regulations without changing the intent or overall structure of the ordinance.

Attachments:

1. Ordinance
2. Current Chapter 10.40
3. 10.40.020 Redline

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.40 ENTITLED "SPEED RESTRICTIONS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO CLARIFY APPLICABILITY OF POSTED AND CODE-ESTABLISHED SPEED LIMITS.

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

Section 1. That Chapter 10.40 entitled "Speed Restrictions" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to reads as follows:

10.40.020 Speed restrictions.

Unless otherwise posted or established in this code, the following shall be the lawful speed except as hereinbefore or hereinafter modified, and any speed in excess thereof shall be unlawful:

- A. Twenty miles per hour in any business district.
- B. Twenty-five miles per hour in any residence district.
- C. Twenty-five miles per hour in any school zone on school days from 7:00 a.m. to 5:00 p.m. when signs are erected giving notice thereof.
- D. Forty-five miles per hour in any suburban district.
- E. Fifteen miles per hour in any alley.
- F. Fifteen miles per hour within the boundary of all public parking facilities.
- G. Fifteen miles per hour on all drives and parking lots on premises of Annie Wittenmeyer complex.

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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

Chapter 10.40 SPEED RESTRICTIONS

10.40.010. Basic rule. [Ord. 84-247 § 12.1]

Any person driving a motor vehicle on a street shall drive the same at a careful and prudent speed not greater than nor less than is reasonable and proper, having due regard to the traffic, surface and width of the street and of any other conditions then existing, and no person shall drive any vehicle upon a street at a speed greater than will permit him to bring it to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using said street will observe the law.

10.40.020. Speed restrictions. [Ord. 2008-504 § 1; Ord. 84-517 § 1; Ord. 84-247 § 12.2]

The following shall be the lawful speed except as hereinbefore or hereinafter modified, and any speed in excess thereof shall be unlawful:

- A. Twenty miles per hour in any business district.
- B. Twenty-five miles per hour in any residence district.
- C. Twenty-five miles per hour in any school zone on school days from 7:00 a.m. to 5:00 p.m. when signs are erected giving notice thereof.
- D. Forty-five miles per hour in any suburban district.
- E. Fifteen miles per hour in any alley.
- F. Fifteen miles per hour within the boundary of all public parking facilities.
- G. Fifteen miles per hour on all drives and parking lots on premises of Annie Wittenmeyer complex.

10.40.030. Control of vehicle. [Ord. 2017-333 § 1; Ord. 84-247 § 12.3]

- A. A person operating a motor vehicle shall have the vehicle under control at all times.
- B. A person operating a motor vehicle shall reduce speed to a reasonable and proper rate:
 - 1. When approaching and passing a person walking in the traveled portion of the public highway.
 - 2. When approaching and passing an animal which is being led, ridden or driven upon a public highway.
 - 3. When approaching or traversing a crossing or intersection of public highways, or a sharp turn, curve, or steep descent in a public highway.
 - 4. When approaching and passing an emergency warning device displayed in accordance with rules adopted under Iowa law, or an emergency vehicle displaying a revolving or flashing light or directional light arrow.

5. When approaching or passing a slow moving vehicle displaying a reflective device or flashing light.
6. When approaching or passing through a road work zone.

10.40.040. Minimum speed regulation.

No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with law. Police officers are hereby authorized to enforce the provision by directions to drivers, and in the event of apparent willful disobedience to this provision and refusal to comply with direction of an officer in accordance herewith the continued slow operation by a driver shall be unlawful.

10.40.020. Speed restrictions. [Ord. 2008-504 § 1; Ord. 84-517 § 1; Ord. 84-247 § 12.2]

Unless otherwise posted or established in this code, the following shall be the lawful speed except as hereinbefore or hereinafter modified, and any speed in excess thereof shall be unlawful:

- A. Twenty miles per hour in any business district.
- B. Twenty-five miles per hour in any residence district.
- C. Twenty-five miles per hour in any school zone on school days from 7:00 a.m. to 5:00 p.m. when signs are erected giving notice thereof.
- D. Forty-five miles per hour in any suburban district.
- E. Fifteen miles per hour in any alley.
- F. Fifteen miles per hour within the boundary of all public parking facilities.
- G. Fifteen miles per hour on all drives and parking lots on premises of Annie Wittenmeyer complex.

City of Davenport

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

Action / Date
2/25/2026

Subject:

Third Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by changing West 3rd Street from Marquette Street to Brown Street to a 25-mph speed zone. [Ward 3]

Recommendation:

Adopt the Ordinance.

Background:

West 3rd Street currently has a posted speed limit of 35 miles per hour between Telegraph Road and Brown Street, and a posted speed limit of 25 miles per hour east of Brown Street. Prior to the conversion of a portion of 3rd Street from a one-way roadway to a two-way roadway, the roadway operated with three travel lanes in a single direction, which provided wider operating space and contributed to higher vehicle speeds. Following the conversion, part of the corridor now consists of one travel lane in each direction. This change in roadway configuration has significantly altered traffic operations and has reduced the ability of vehicles to travel at higher speeds.

Given the current two-way configuration, the existing 35-mile-per-hour speed limit is no longer consistent with the roadway's function, lane arrangement, or adjacent land uses. Reducing the speed limit to 25 miles per hour for the segment of West 3rd Street that was converted to two-way traffic would create consistency with the adjacent segment east of Brown Street, better align with current operating conditions, and support overall traffic safety.

For these reasons, staff recommends reducing the posted speed limit to 25 miles per hour on West 3rd Street between Marquette Street and Brown Street.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VI SPEED LIMITS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY CHANGING WEST 3RD STREET FROM MARQUETTE STREET TO BROWN STREET TO A 25-MPH SPEED ZONE.

Section 1. That Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by changing the following:

West 3rd Street from Marquette Street to Brown Street to a 25-mph speed zone.

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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Basia Gerlach | 563-326-7727

Action / Date
2/25/2026

Subject:

Third Consideration: Ordinance amending Chapter 3.20 entitled "Sales and Service Tax" of the Municipal Code of Davenport, Iowa, by amending Section 3.20.020 and repealing Section 3.20.030 to align with Iowa Code. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Davenport Municipal Code Chapter 3.20 governs the City's local sales and service tax allocation. Section 3.20.030 currently states that revenues allocated for capital improvements may be used for other lawful purposes as critical needs arise, and that the Council may allocate those revenues to other purposes by resolution upon a two-thirds vote. The City Attorney's Office has reviewed this provision in light of applicable state law governing local option sales and services tax (Iowa Code Chapter 423B) and concludes the Municipal Code of Davenport, Iowa, should be revised to avoid any implication that dedicated allocations may be reallocated by resolution where state law requires different procedures.

This Ordinance is a Code cleanup and compliance measure which will achieve the following:

1. Amends Section 3.20.020 to remove internal language suggesting changes may occur "by other provisions of this chapter" and clarifies the allocation remains fixed unless changed as provided by state law.
2. Repeals Section 3.20.030 in its entirety.

Attachments:

1. Ordinance
2. Current Chapter 3.20

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3.20 ENTITLED "SALES AND SERVICE TAX" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SECTION 3.20.020 AND REPEALING SECTION 3.20.030 TO ALIGN WITH IOWA CODE.

Section 1. That Chapter 3.20 entitled "Sales and Service Tax" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

3.20.020 Allocation of revenues.

Any revenues from the local sales and service tax shall be allocated 60% for property tax relief and 40% for capital improvements. This allocation shall remain fixed and shall not be changed except as provided by state law.

Section 2. That Chapter 3.20 entitled "Sales and Service Tax" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to repeal Section 3.20.030 in its entirety and labeled as reserved.

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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

3.20.010. Title. [Ord. 88-334 § 2]

This chapter shall be known and may be cited as the "Sales and Service Tax Ordinance of the City of Davenport, Iowa." This chapter is adopted in conjunction with the authority to establish a local sales and service tax pursuant Chapter 422B, Code of Iowa.

3.20.020. Allocation of revenues. [Ord. 88-334 § 3]

Any revenues from the local sales and service tax shall be allocated 60% for property tax relief and 40% for capital improvements. This allocation shall remain fixed and shall not be changed except as provided by state law or by other provisions of this chapter.

3.20.030. Reallocation of revenues. [Ord. 88-334, § 4]

Revenues allocated for capital improvements may be used to fund other lawful purposes as critical needs arise. The Council may allocate these revenues to other purposes by resolution upon a two-thirds majority vote.

3.20.040. Review of program. [Ord. 88-334, § 5]

After the local sales and service tax has been in effect for five years, the City Administrator shall conduct a complete analysis of the success of the program. The City Administrator shall report the results of the analysis to the City Council along with recommendations for the future handling of the program.

3.20.050. Ordinance contingent upon existence of tax. [Ord. 88-334 § 6]

This chapter is contingent upon the local sales and service tax being established by a majority vote of the people as required by state law. If the tax is not so established or if it is later changed or repealed pursuant state law, then this chapter shall be null and void and no longer in effect.

City of Davenport

Department: Public Works
Contact Info: Gary Statz | 563-326-7754

Action / Date
2/25/2026

Subject:

First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by adding 12th Street along the south side from a point 50 feet west of Christie Street, west 24 feet. [Ward 5]

Recommendation:

Adopt the Ordinance.

Background:

The proposed ordinance amendment would designate one on-street parking space in front of 2127 East 12th Street as Resident Parking Only. This property is the only residential building located on the south side of the 2100 block of East 12th Street; the remaining properties on the south side of the block are commercial establishments. The request was submitted by the property owner, who indicated that the availability of a dedicated resident space would improve the marketability and occupancy of the unit. The north side of East 12th Street is already signed as Resident Parking Only, making 2127 East 12th Street the only residential unit on this block without access to a designated resident parking space.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XI RESIDENT PARKING ONLY CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY ADDING 12TH STREET ALONG THE SOUTH SIDE FROM A POINT 50 WEST OF CHRISTIE STREET, WEST 24 FEET.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

12th Street along the south side from a point 50 west of Christie Street, west 24 feet.

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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving the 2026 Urban Revitalization Tax Exemption (URTE) projects. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The objective of the Urban Revitalization Tax Exemption (URTE) Program is to encourage private investment by providing an exemption on the increase in property taxes resulting from improvements. The City has two Urban Revitalization areas: Central City and North.

The attached list provides the following information for each property: status of application; classification as residential, multi-residential, commercial or industrial; petitioner; property address; schedule of exemption selected; and the cost of improvements reported on the application. The exemption percentage is applied to the actual value of the improvements determined by the City Assessor. The term of the exemption is either three or ten years. Once the exemption period expires, the property will rise to the full taxable valuation. This year's applications represent a total private investment of over \$102 million across 87 projects. The attached map shows the location of both completed and in-progress URTE applications.

The URTE program continues to be one of the City's best economic development tools. This program directly helps the City's taxpayers by lessening the burden of higher property taxes that often come with home or business improvements.

Attachments:

1. Resolution
2. 2026 URTE Project Map
3. Projects

Resolution No. _____

Resolution offered by Alderman Lienen.

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

RESOLUTION approving the 2026 Urban Revitalization Tax Exemption (URTE) projects.

WHEREAS, in the City of Davenport, an urban revitalization plan under the provisions of Urban Renewal has been in effect since 1980; and

WHEREAS, this plan provides incentives in the form of property tax exemption for both new construction and rehabilitation in order to encourage private investment and to help reverse the trend toward disinvestment; and

WHEREAS, the attached list of projects meets the requirements of the urban revitalization plan; and

WHEREAS the tax exemption programs, together with the other economic development programs of the City, have been used to increase assistance for projects which otherwise would not occur; and

WHEREAS, where applicable, commercial projects must agree to and execute a minimum assessment agreement that will be filed with Scott County to run concurrently with chosen exemption schedule; and

WHEREAS, projects within the downtown area will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the 2026 Urban Revitalization Tax Exemption (URTE) projects are hereby approved.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

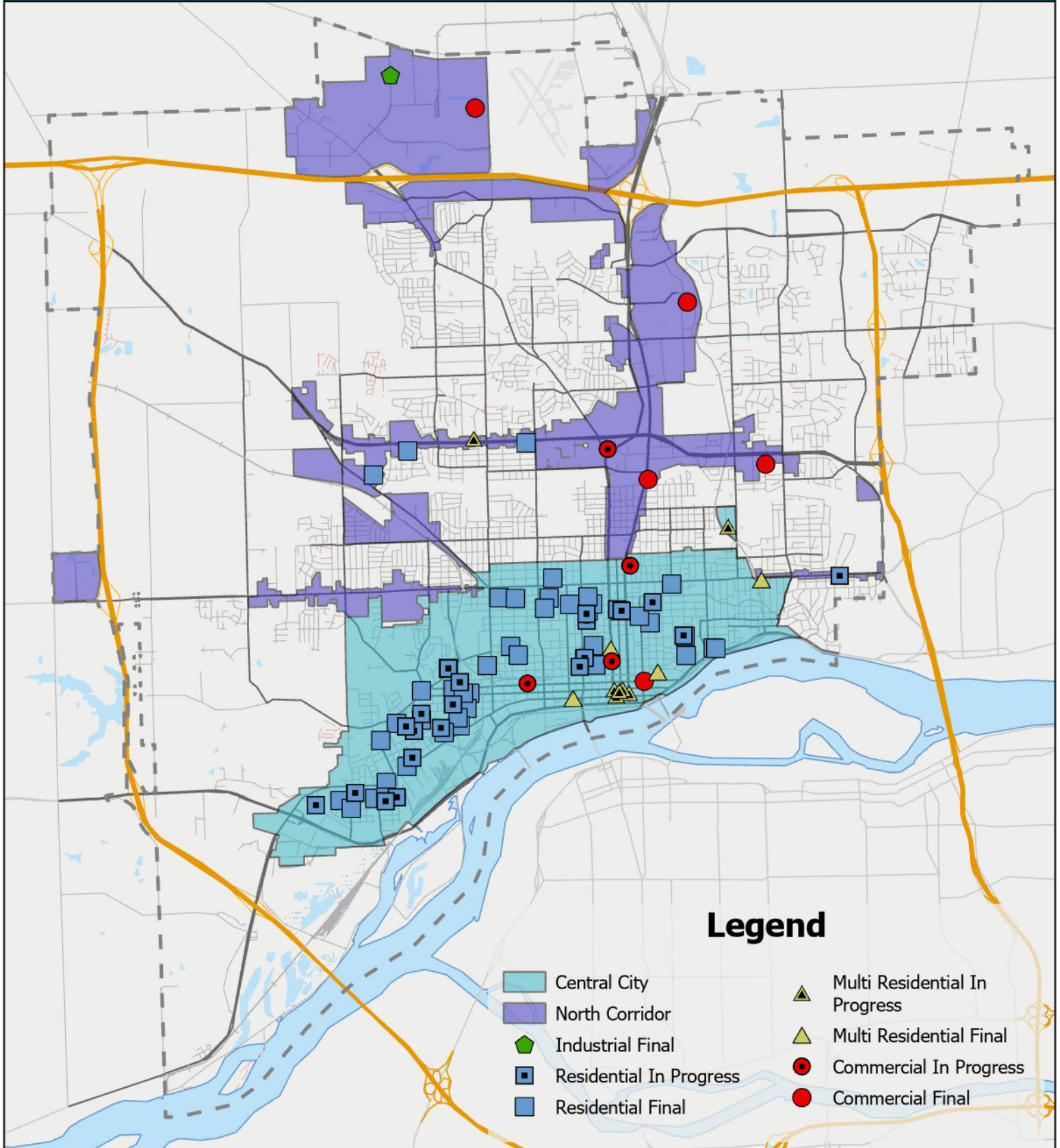
Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

URTE Project Locations 2026



THE CITY OF
DAVENPORT
IOWA | USA



2026 URTE Applications

Status	Type	Petitioner	Address	Schedule	Improvement Cost
Final	Commercial	CF Calman DVN LLC	9000 N Division St	N1	\$ 15,348,000
Final	Commercial	Redband Properties LLC	329 325 317 E 4th St	C1	\$ 353,355
Final	Commercial	Sea Otter LLC	3303 Brady St	N1	\$ 112,000
Final	Commercial	Van Meter Inc.	5775 Tremont Ave	N2	\$ 178,149
Final	Commerical	Brandon Nicol	2155 E Kimberly Rd	C1	\$ 915,000
Final	Industrial	ET Davenport, LLC	9403 Hillandale Rd	C1	\$ 23,000,000
Final	Multi-Residential	Michael Ingleby	2021 E Locust St	C2	\$ 35,000
Final	Multi-Residential	Vera French Community Metal Health Center	820 Harrison St	C3	\$ 10,000,000
Final	Multi-Residential	Vladimir Telemaque & Bruce Nwogu	816 W 2nd St	C3	\$ 120,000
Final	Residential	Adjoa Kalipe/Habitat for Humanity QC	1611 W 17th St	C3	\$ 204,338
Final	Residential	Alejandro & Jessica Rodriguez	602 W 14th St	C3	\$ 20,000
Final	Residential	Amber James	919 Arlington Ave	C3	\$ 18,000
Final	Residential	Analise Keller	2140 Telegraph Rd	C3	\$ 28,213
Final	Residential	Andrew Rodgers	1619 Washington St	C3	\$ 25,000
Final	Residential	Annette Briones	206 S Elmwood Ave	C3	\$ 29,850
Final	Residential	Ashlee Mayo	408 E 12th St	C3	\$ 24,025
Final	Residential	Billy Wright	3831 Pearl Ave	C3	\$ 12,708
Final	Residential	Ceta Jones	128 W 14th St	C3	\$ 25,000
Final	Residential	Cheryl Honeycutt	2723 Whitewood Ave	C3	\$ 40,956
Final	Residential	Connie Grass	2374 Telegraph Rd	C3	\$ 34,605
Final	Residential	Darrell McCormick	614 W 7th	C2	\$ 350,000
Final	Residential	Davenport Historic Properties	709 Gaines St	C3	\$ 175,000
Final	Residential	Des Moines Restoration	1234 E River Dr	C3	\$ 648,000
Final	Residential	Des Moines Restoration	824 College Ave	C3	\$ 518,000
Final	Residential	Faith Willis	1821 W 7th St	C3	\$ 36,860
Final	Residential	Favi Koch	232 E 13th St	C3	\$ 24,990
Final	Residential	Habiba Idris	516 W 15th St	C3	\$ 336,046
Final	Residential	Heather Holt	2814 Rockingham Rd	C3	\$ 25,074
Final	Residential	Jeremy Fuller Grand Stone Rental Properties	1821 Grand Ave	C3	\$ 40,000
Final	Residential	Jermy and Holly Adrian	3117 W 34th St	N1	\$ 406,000
Final	Residential	Jessica & Michael Elliott	1906 W 3rd St	C3	\$ 21,180
Final	Residential	Linda & Lester Farmer	1937 Myrtle St	C3	\$ 29,461

2026 URTE Applications

Status	Type	Petitioner	Address	Schedule	Improvement Cost
Final	Residential	Lori Voss	1928 W 1st St	C3	\$ 23,587
Final	Residential	M + C Creative Properties LLC	1111 S Ohio Ave	C3	\$ 350,000
Final	Residential	Mark & Lucene Mitchell	1503 W 10th St	C3	\$ 24,837
Final	Residential	Melodie Boyjisky	1343 W Kimberly Rd	C3	\$ 19,200
Final	Residential	Michel Hammers	1108 W 16th St	C3	\$ 24,350
Final	Residential	Ngoc Pham/Habitat for Humanity QC	329 Oak St	C3	\$ 225,060
Final	Residential	Pamela & Rex Petersen Jr	820 W 15th St	C3	\$ 24,950
Final	Residential	Rebecca Reynolds	546 W 16th St	C3	\$ 23,164
Final	Residential	Richard & Linda Stone	510 W 6th St	C3	\$ 50,000
Final	Residential	Ronald & Kelly Greenwood	1131 W 15th St	C3	\$ 24,600
Final	Residential	RuthieLeach/Habitat for Humanity QC	1436 W 8th St	C3	\$ 178,759
Final	Residential	Samantha & Gabriel Pieczynski	3642 Orchard Ave	C3	\$ 24,596
Final	Residential	Stephanie Nyenhuis	3162 Rockingham Rd	C3	\$ 23,363
Final	Residential	Steven Schumacher	2039 Dixwell St	C3	\$ 22,440
Final	Residential	Tammy & Richard Powell	2029 Claussen St	C3	\$ 24,925
Final	Residential	Taylor Walters/Habitat for Humanity QC	419 S Lincoln	C3	\$ 197,106
Final	Residential	Vanessa Stone	805 E 6th St	C3	\$ 22,330
Final	Residential	Xuan Tin Nguyen & Thi Diem My Tran	3809 Joyce Lane	N1	\$ 395,000
Final	Residential	Zachary & Hayley James	3011 Indian Rd	C3	\$ 24,339
Final	Residential	Alejandro & Jessica Rodriguez	518 W 9th St	C3	\$ 20,000
Final	Residential	Kelly & Michael Chavez	1112 S Concord	C3	\$ 26,733
Final	Residential	Thomas & Joni Whitehouse	1946 W 3rd St	C3	\$ 25,000
In Progress	Commercial	Des Moines Restoration	1354 W 4th St	C2	\$ 366,483
In Progress	Commercial	Outing Club - Jason Gomez	2109 Brady St	C1	\$ 1,400,000
In Progress	Commerical	Vision 2021 LLC	628 Harrison St	C1	\$ 1,400,000
In Progress	Commerical	Michael Ingleby	3711 Harrison St	C2	\$ 300,000
In Progress	Multi-Residential	2MK Berg Revival LLC	217 Brady St	C3	\$ 450,000
In Progress	Multi-Residential	2MK Berg Revival LLC	246 W 3rd St	C3	\$ 656,500
In Progress	Multi-Residential	Annie Wittenmyer Family LLC	2800 Eastern Ave	C3	\$ 20,339,034
In Progress	Multi-Residential	AOM LLC	128 W 3rd St	C3	\$ 10,000,000
In Progress	Multi-Residential	Carleton Apartments Cooperative	1825 W 40th St	C3	\$ 1,600,000
In Progress	Multi-Residential	Financial District Properties WF LLC	203 W 3rd St	C3	\$ 1,500,000

2026 URTE Applications

Status	Type	Petitioner	Address	Schedule	Improvement Cost
In Progress	Multi-Residential	MP Investment LLC	201 N Harrison	C3	\$ 7,000,000
In Progress	Multi-Residential	Vision 2021 LLC	628 Harrison St	C3	\$ 1,400,000
In Progress	Residential	Analise Keller	2140 Telegraph Rd	C3	\$ 23,775
In Progress	Residential	Anita Wells	1006 Arlington Ave	C3	\$ 24,754
In Progress	Residential	Brenda & Don Baker	2009 W 5th St	C3	\$ 22,754
In Progress	Residential	Cory Pieper	3106 Pearl Ave	C3	\$ 25,000
In Progress	Residential	Davenport Historic Properties	711 Gaines St	C3	\$ 200,000
In Progress	Residential	Habitat for Humanity QC	424 E 15th St	C3	\$ 48,865
In Progress	Residential	Hannah Braun	110 S Elmwood	C3	\$ 24,981
In Progress	Residential	Jason Eckert	2707 Boies Ave	C3	\$ 23,900
In Progress	Residential	Jeremy Keninger	714 W 6th St	C3	\$ 39,585
In Progress	Residential	John E Ladson II	2925 E Locust	N1	\$ 99,806
In Progress	Residential	Larry & Freda Gundrum	4013 Walnut St	C3	\$ 75,000
In Progress	Residential	Mason & Juana Ritter	325 S Lincoln Ave	C3	\$ 24,789
In Progress	Residential	Matthew & Shannon Lievens	2047 W 2nd St	C3	\$ 23,875
In Progress	Residential	Michael Waldo	2444 Blackhawk St	C3	\$ 24,317
In Progress	Residential	Michele Prins	1416 Main St	C3	\$ 50,000
In Progress	Residential	Rebecca King	122 W 14th St	C3	\$ 25,000
In Progress	Residential	Rejuvenate Housing	613 W 13th St	C3	\$ 231,000
In Progress	Residential	Rejuvenate Housing	615 W 14th St	C3	\$ 275,000
In Progress	Residential	Robert Stansberry	222 S Birchwood Ave	C3	\$ 25,000
In Progress	Residential	Sherry Downen & Abbigail Johnson	1131 S Concord	C3	\$ 24,940
In Progress	Residential	Steven Caster	3619 Johnson Ave	C3	\$ 24,454

City of Davenport

Department: Fire

Contact Info: Jeff VanderWiere | 563-326-7942

Action / Date

2/25/2026

Subject:

Resolution authorizing the Fire Department to join the Illinois Mutual Aid Box Alarm System (IL-MABAS) Division 43 and authorizing the Fire Chief to act on behalf of the City within the System. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Illinois Mutual Aid Box Alarm System (IL-MABAS) Division 43 is a nationally recognized, voluntary mutual aid system that provides a standardized framework for requesting and deploying fire, emergency medical, and special operations resources across jurisdictions. Division 43 serves the Quad Cities region and surrounding communities. Participation in IL-MABAS is governed by intergovernmental agreements and does not mandate automatic deployment of resources; all responses remain at the discretion of the participating jurisdiction.

The Davenport Fire Department currently participates in mutual aid through individual agreements and informal coordination. Joining IL-MABAS would place Davenport within a structured, scalable system widely utilized during large-scale incidents, disasters, and special operations responses.

Benefits of Participation

Authorizing DFD to join IL-MABAS Division 43 will provide the following benefits:

- **Enhanced Regional Coordination:** A standardized box alarm system improves communication, accountability, and operational efficiency during multi-agency incidents.
- **Expanded Resource Access:** Membership allows access to specialized equipment and personnel available through the IL-MABAS system.
- **Training Opportunities:** DFD personnel would be eligible to attend IL-MABAS-sponsored and hosted training programs. Revenue generated from providing paid training to other IL-MABAS members is expected to offset the annual membership cost.
- **Grant Funding Eligibility:** Participation makes DFD eligible to receive federal FEMA funding allocated to IL-MABAS divisions through the State of Illinois, supporting equipment, training, and preparedness initiatives.
- **Improved Emergency Preparedness:** Membership strengthens the City's capacity to respond to large-scale emergencies and incidents exceeding local resources.

Fiscal Impact

IL-MABAS membership requires an annual fee based upon the size of the department's general

fund operating budget. Currently, the membership fee is \$3,000 annually. This cost is anticipated to be recouped through participation in paid IL-MABAS training programs for which DFD members will be eligible to attend and support. Additionally, eligibility for FEMA grant funding through IL-MABAS may further offset costs and provide net financial benefit to the department.

Legal and Administrative Considerations

Participation requires execution of the IL-MABAS intergovernmental agreement and adoption of a City Council resolution authorizing the Fire Chief to act on behalf of the City within the system. The agreement is consistent with applicable intergovernmental cooperation statutes and preserves local authority and operational control. In addition, the City's Corporation Counsel and the Iowa State Attorney General's office have reviewed and approved the intergovernmental agreement.

Attachments:

1. Resolution
2. MABAS Master Agreement

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

RESOLUTION authorizing the Fire Department to join the Illinois Mutual Aid Box Alarm System (IL-MABAS) Division 43 and authorizing the Fire Chief to act on behalf of the City within the System.

WHEREAS, Illinois Mutual Aid Box Alarm System (IL-MABAS) Division 43 is a nationally recognized, voluntary mutual aid system that provides a standardized framework for requesting and deploying fire, emergency medical, and special operations resources across jurisdictions; and

WHEREAS, the Fire Department currently participates in mutual aid through individual agreements and informal coordination; and

WHEREAS, joining IL-MABAS will place Davenport within a structured, scalable system widely utilized during large-scale incidents, disasters, and special operations responses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the Fire Department is hereby authorized to join the Illinois Mutual Aid Box Alarm System (IL-MABAS) Division 43; and

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized to act on behalf of the City within the System.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. **Third Party Reimbursement - Expenses for Emergency Services** recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
- Intrastate Emergency Management Agency Tasking - Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the Davenport City Council, (Unit) this 25th day of February, 2026. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining

MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of the City of Davenport have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the

benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the City of Davenport, IA,
Scott County, ~~Illinois~~ Iowa as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 25th day of February, 2026, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-RESOLUTION-2022

City of Davenport

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

Action / Date
2/25/2026

Subject:

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

Daiquiri Factory, Mac's, Carriage Haus, Kilkenny's, and Collette's; St. Patrick's Day Celebration; 300 block of West 3rd Street; approximately 2:00 p.m. (after the parade) Saturday, March 14, 2026 - 6:00 a.m. Sunday, March 15, 2026; **Closure:** West 3rd Street from Ripley Street to Harrison Street. [Ward 3]

The Office; St. Patrick's Day Celebration; 116 West 3rd Street; approximately 2:00 p.m. (after the parade) Saturday, March 14, 2026 - 12:00 a.m. Sunday, March 15, 2026; **Closure:** West 3rd Street from Main Street to Brady Street. [Ward 3]

Visit Quad Cities; Gathering of the Green; RiverCenter | 136 East 3rd Street | 7:00 a.m. Sunday, March 15, 2026 - 5:00 p.m. Sunday, March 22, 2026; **Closures:** 7:00 a.m. Sunday, March 15, 2026 - 5:00 p.m. Tuesday, March 17, 2026, and 7:00 a.m. Saturday, March 21, 2026 - 5:00 p.m. Sunday, March 22, 2026: Pershing Avenue from River Drive to East 3rd Street for vendor move-in and move-out (East 2nd Street will remain open); 5:00 p.m. Tuesday, March 17, 2026 - 7:00 a.m. Saturday, March 21, 2026: Pershing Avenue from East 2nd Street to East 3rd Street. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:

In accordance with the City's Special Events Policy, street, lane, and public ground closure requests are subject to approval by the City Council upon recommendation of the Special Events Committee.

Chili Chase | The request for suspension of the rules comes from Aldermen Jobgen and T. Dunn. The Chili Chase is an annual community event with minimal disruption to the surrounding area. While required submissions are normally timely, unforeseen circumstances delayed them this year. The organizers request approval to proceed as planned.

Attachments:

1. Resolution
2. Chili Chase Map
3. 3rd Street St. Patrick's Day Map
4. The Office St. Patrick's Day Map
5. Gathering of the Green Map

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 for the listed dates and times.

*Cornbelt Running Club; Chili Chase; 11:00 a.m. - 3:30 p.m. Sunday, February 22, 2026; **Closures (only one lane of each street, Police controlled):** East Pleasant Street from Fernwood Avenue to Forest Road; Forest Road from East Pleasant Street to East George Washington Boulevard; East George Washington Boulevard from Forest Road to Jersey Ridge Road. [Ward 6]*

*Daiquiri Factory, Mac's, Carriage Haus, Kilkenny's, and Collette's; St. Patrick's Day Celebration; 300 block of West 3rd Street; approximately 2:00 p.m. (after the parade) Saturday, March 14, 2026 - 6:00 a.m. Sunday, March 15, 2026; **Closure:** West 3rd Street from Ripley Street to Harrison Street. [Ward 3]*

*The Office; St. Patrick's Day Celebration; 116 West 3rd Street; approximately 2:00 p.m. (after the parade) Saturday, March 14, 2026 - 12:00 a.m. Sunday, March 15, 2026; **Closure:** West 3rd Street from Main Street to Brady Street. [Ward 3]*

*Visit Quad Cities; Gathering of the Green; RiverCenter / 136 East 3rd Street; 7:00 a.m. Sunday, March 15, 2026 - 5:00 p.m. Sunday, March 22, 2026; **Closures:** 7:00 a.m. Sunday, March 15, 2026 - 5:00 p.m. Tuesday, March 17, 2026, and 7:00 a.m. Saturday, March 21, 2026 - 5:00 p.m. Sunday, March 22, 2026: Pershing Avenue from River Drive to East 3rd Street for vendor move-in and move-out (East 2nd Street will remain open); 5:00 p.m. Tuesday, March 17, 2026 - 7:00 a.m. Saturday, March 21, 2026: Pershing Avenue from East 2nd Street to East 3rd Street. [Ward 3]*

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 and staff is directed to proceed with the closures.

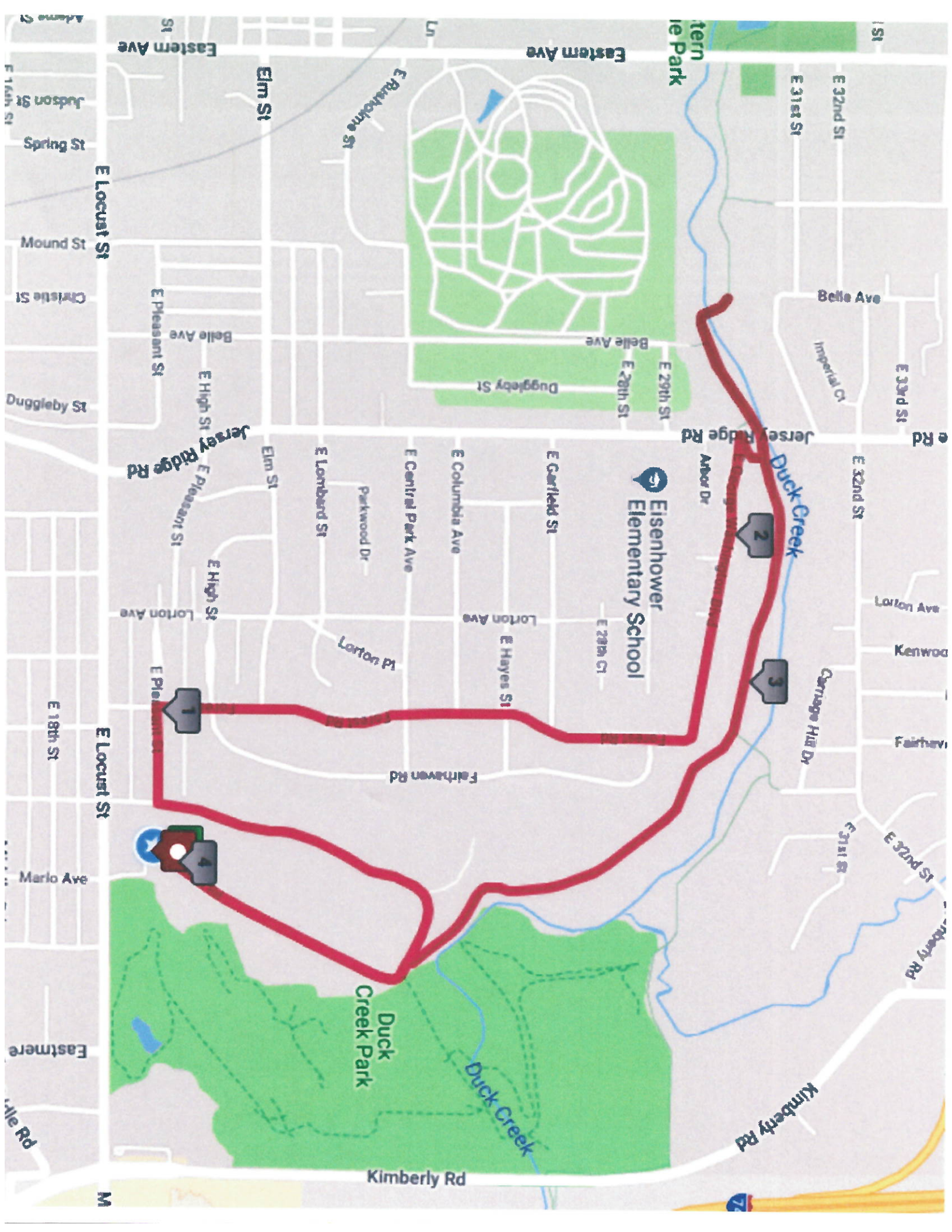
Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



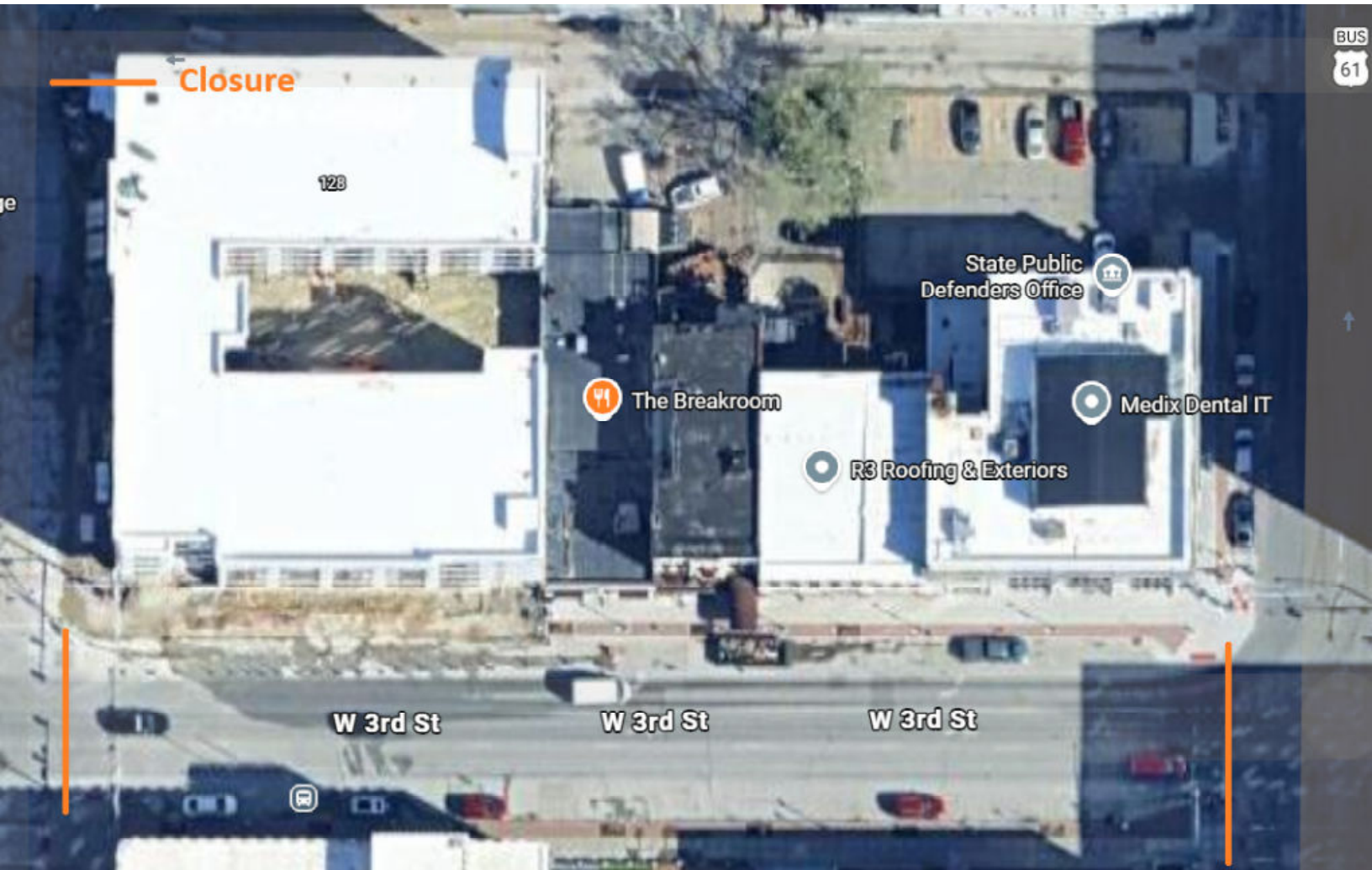
Closure

W 3rd St

Ripley St

Mantra Indian
Cuisine & Spirits
Indian





Closure

128



The Breakroom



R3 Roofing & Exteriors



State Public
Defenders Office



Medix Dental IT

W 3rd St

W 3rd St

W 3rd St



BUS
61

- 5:00 p.m. Tuesday, March 17, 2026 – 7:00 a.m. Saturday, March 21, 2026
- 7:00 a.m. Sunday, March 15, 2026 – 5:00 p.m. Tuesday, March 17, 2026 AND 7:00 a.m. Saturday, March 21, 2026 – 5:00 p.m. Sunday, March 22, 2026 for vendor move-in and move-out. 2nd Street will remain open all days, and the extra space on Pershing Avenue south of 2nd Street to River Drive will be used for staging area, and barricades will be opened when needed.



City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution awarding a contract for the Pine Street (West 49th Street to West 53rd Street) Reconstruction project to CDMI Concrete Contractors Inc of Port Byron, Illinois, in the amount of \$887,082.59, CIP #35061. [Ward 2]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on January 16, 2026, and sent to contractors. On February 10, 2026, the Purchasing Division opened and read twelve (12) bids. CDMI Concrete Contractors Inc of Port Byron, Illinois, was determined to be the lowest responsive and responsible bidder and is recommended for award.

This project will reconstruct Pine Street from West 49th Street to West 53rd Street. The proposed improvements include, but are not limited to, the furnishing of all labor, materials, and equipment necessary for the reconstruction of the existing concrete roadway; installation of subdrains; ADA sidewalk and ramps; adjustment of all existing utility surface features to finish grade; replacement of the adjacent driveway approaches; paint striping; topsoil; sodding; and erosion control.

This contract is funded through CIP #35061 | High Volume Street Repair Program.

Attachments:

1. Resolution
2. Bid Tab

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 Pine Street (West 49th Street to West 53rd Street) Reconstruction project to CDMI Concrete Contractors Inc of Port Byron, Illinois, in the amount of \$887,082.59, CIP #35061.

WHEREAS, the City needs to contract for the Pine Street (West 49th Street to West 53rd Street) Reconstruction project; and

WHEREAS, CDMI Concrete Contractors Inc of Port Byron, Illinois, was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Pine Street (West 49th Street to West 53rd Street) Reconstruction project is hereby awarded to CDMI Concrete Contractors Inc of Port Byron, Illinois, in the amount of \$887,082.59.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Pine Street Reconstruction Project | 49th Street to 53rd Street

BID NUMBER: 26-37

OPENING DATE: February 10, 2026

FUNDING: CIP #35061 | HIGH VOLUME STREET REPAIR PROGRAM

RECOMMENDATION: Award the contract to CDMI Concrete Contractors Inc. of Port Byron, IL in the amount of \$887,082.59.

<u>VENDOR NAME</u>	<u>Bid Total</u>
CDMI Concrete Contractors Inc. of Port Byron, IL	\$887,082.59
Eastern Iowa Excavating & Concrete, LLC of Cascade, IA	\$926,331.55
Midwest Concrete, Inc. of Peosta, IA	\$926,777.50
Americore LLC of Muscatine, IA	\$963,154.00
N.J. Miller, Inc of Bettendorf, IA	\$969,980.50
Hawkeye Paving Corporation of Davenport, IA	\$971,498.00
Ihrig Works LLC of Long Grove, IA	\$978,121.50
Centennial Contractors of the Quad Cities of Moline, IL	\$991,709.00
Langman Construction, Inc. of Rock Island, IL	\$998,982.74
KE Flatwork Inc. of Eldridge, IA	\$1,002,275.80
Brandt Construction Co of Milan, IL	\$1,276,130.02
McCarthy Improvement Company of Davenport, IA	\$1,371,646.00

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

/ Date

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution awarding a contract for the CY 2026 Contract Milling Program to Langman Construction, Inc of Rock Island, Illinois, in the amount of \$190,929.46, CIP #35041. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on January 14, 2026, and sent to contractors. On February 4, 2026, the Purchasing Division opened and read four (4) responsive and responsible bids. Langman Construction, Inc of Rock Island, Illinois, was the lowest responsive and responsible bidder.

This contract will provide roto-milling services for the City's in-house asphalt street resurfacing projects. Contracting for the surface removal work reduces our base preparation time for a street by as much as 60%, reducing the overall cost of the resurfacing and potentially allowing more streets to be resurfaced in the course of a construction season.

Funding for this program is from CIP #35041 | Contract Milling Program.

Attachments:

1. Resolution
2. Bid Tab

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 CY 2026 Contract Milling Program to Langman Construction, Inc of Rock Island, Illinois, in the amount of \$190,929.46, CIP #35041.

WHEREAS, the City needs to contract for the CY 2026 Contract Milling Program; and

WHEREAS, Langman Construction, Inc of Rock Island, Illinois, was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the CY 2026 Contract Milling Program is hereby awarded to Langman Construction, Inc of Rock Island, Illinois, in the amount of \$190,929.46.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: CY 2026 Contract Milling Program

BID NUMBER: 26-35 Addendum 1

OPENING DATE: February 4, 2026

FUNDING: CIP 35041 | Contract Milling Program

RECOMMENDATION: Award the contract to Langman, Inc., of Rock Island, IL in the amount of \$190,929.46.

<u>VENDOR NAME</u>	<u>PRICE</u>
Langman Construction, Inc. of Rock Island, IL	\$190,929.46
Manatts, Inc. – Eastern Iowa Division of Camanche, IA	\$191,436.95
Valley Construction Company of Rock Island, IL	\$197,492.25
Brandt Construction Company of Milan, IL	\$216,588.00

Approved By

Approved By

Dept. Director

Date

Approved

Approved

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution awarding a contract for the CY 2026 Pedestrian Curb Ramp Retrofit Program to Leveraged Services, LLC of Bettendorf, Iowa, in the amount of \$161,114, CIP #35066. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on January 14, 2026, and sent to contractors. On February 4, 2026, the Purchasing Division opened and read four (4) responsive and responsible bids. See attached bid tab. Leveraged Services, LLC of Bettendorf, Iowa, was the lowest responsive and responsible bidder.

This contract will consist of the retrofitting of ADA pedestrian curb ramps in conjunction with the Street Maintenance Division's neighborhood street resurfacing program. Work will include removing sections of sidewalks, curb and gutter, driveway approaches, and other surfaces as required to facilitate the installation of ADA pedestrian ramps and detectable warning panels.

Funding for this project is from CIP #35066 | FY25 Neighborhood Internal Program.

Attachments:

1. Resolution
2. Bid Tab

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 CY 2026 Pedestrian Curb Ramp Retrofit Program to Leveraged Services LLC, of Bettendorf, Iowa, in the amount of \$161,114, CIP #35066.

WHEREAS, the City needs to contract for the CY 2026 Pedestrian Curb Ramp Retrofit Program; and

WHEREAS, Leveraged Services, LLC of Bettendorf, Iowa, was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the CY 2026 Pedestrian Curb Ramp Retrofit Program is hereby awarded to Leveraged Services, LLC of Bettendorf, Iowa, in the amount of \$161,114.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: CY 2026 Pedestrian Curb Ramp Retrofit Program

BID NUMBER: 26-34 Addendum 1

OPENING DATE: February 4, 2026

FUNDING: CIP 35066 | CY2025 Pedestrian Curb Ramp Retrofit Program

RECOMMENDATION: Award the contract to Leveraged Services, LLC of Bettendorf, IA, in the amount of \$161,114.

<u>VENDOR NAME</u>	<u>PRICE</u>
Leveraged Services, LLC of Bettendorf, IA	\$161,114.00
Big River Maintenance Company of Biggsville, IL	\$171,542.86
Americore LLC of Muscatine, IA	\$178,639.00
Kelly Construction of Davenport, Inc. of Davenport, IA	\$210,738.68

Approved By _____

P

Approved By _____

Dept Director

Approved By _____

Approved By _____

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution awarding a blanket contract for the purchase of asphalt oils for the 2026 construction season to Bituminous Materials & Supply of Des Moines, Iowa, as the supplier of emulsion oil at \$2.60 per gallon and asphalt binder at \$520 per ton. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on January 9, 2026, and sent to vendors. On January 30, 2026, the Purchasing Division opened and read one (1) responsive and responsible bid.

This contract is for the purchase of asphalt oils for the 2026 construction season from Bituminous Materials & Supply for emulsion oil in the amount of \$2.60 per gallon and asphalt binder in the amount of \$520 per ton.

Funding for this contract is from 54702031 520298 PLANT | Asphalt Plant.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a blanket contract for the purchase of asphalt oils for the 2026 construction season to Bituminous Materials & Supply of Des Moines, Iowa, as the supplier of emulsion oil at \$2.60 per gallon and asphalt binder at \$520 per ton.

WHEREAS, the City needs to contract for purchase of asphalt oils; and

WHEREAS, Bituminous Materials & Supply of Des Moines, Iowa, was the responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a blanket contract for the purchase of asphalt oils for the 2026 construction season is hereby awarded to Bituminous Materials & Supply of Des Moines, Iowa, as the supplier of emulsion oil at \$2.60 per gallon and asphalt binder at \$520 per ton.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Asphalt Oils | 2026 Construction Season

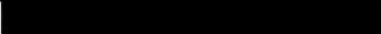
BID NUMBER: 26-31

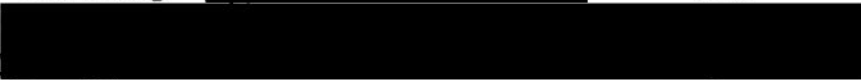
OPENING DATE: January 30, 2026

FUNDING: 54702031 520298 | Asphalt Plant

RECOMMENDATION: Award the contract to Bituminous Materials & Supply of Des Moines, Iowa as supplier for emulsion oil and asphalt binder.

<u>VENDOR NAME</u>	<u>Location</u>
Bituminous Materials & Supply	Des Moines, IA

Approved By 
Purchasing  Date 

Approved By 
Dept Director  Date 

Approved 

Approved 

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution awarding a blanket contract for the purchase of hot mix asphalt for the 2026 construction season to RiverStone Group, Inc of Davenport, Iowa, as primary supplier in the amount of \$56.00/\$59.75 per ton; Manatts, Inc – Eastern Iowa Division, of Camanche, Iowa, as secondary supplier in the amount of \$63.99 per ton; and Tickle Asphalt Co, Ltd, of Milan, Illinois, as tertiary supplier in the amount of \$80.00 per ton, CIP #35066. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on January 9, 2026, and sent to vendors. On January 30, 2026, the Purchasing Division opened and read three (3) responsive and responsible bids.

This contract is for the purchase of hot mix asphalt (HMA) for the 2026 construction season to RiverStone Group, Inc of Davenport, Iowa, as primary supplier in the amount of \$56.00/59.75 per ton; Manatts, Inc – Eastern Iowa Division, of Camanche, Iowa; as secondary supplier in the amount of \$63.99 per ton; and Tickle Asphalt Co, Ltd, of Milan, Illinois, as tertiary supplier in the amount of \$80.00 per ton.

Funding for this contract is from CIP #35066 | Neighborhood Internal Street.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a blanket contract for the purchase of hot mix asphalt for the 2026 construction season to RiverStone Group, Inc of Davenport, Iowa, as primary supplier in the amount of \$56.00/\$59.75 per ton; Manatts, Inc - Eastern Iowa Division of Camanche, Iowa, as secondary supplier in the amount of \$63.99 per ton; and Tickle Asphalt Co, Ltd, of Milan, Illinois, as tertiary supplier in the amount of \$80.00 per ton, CIP #35066.

WHEREAS, the City needs to contract for the purchase of hot mix asphalt; and

WHEREAS, RiverStone Group, Inc of Davenport, Iowa, was the lowest responsive and responsible bidder; Manatts, Inc - Eastern Iowa Division of Camanche, Iowa, was the second lowest responsive and responsible bidder; and Tickle Asphalt Co, Ltd of Milan, Illinois, was the third lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a blanket contract for the purchase of hot mix asphalt for the 2026 construction season, is hereby awarded to RiverStone Group, Inc of Davenport, Iowa, as primary supplier in the amount of \$56.00/59.75 per ton; Manatts, Inc - Eastern Iowa Division of Camanche, Iowa, as secondary supplier in the amount of \$63.99 per ton; and Tickle Asphalt Co, Ltd, of Milan, Illinois, as tertiary supplier in the amount of \$80.00 per ton.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Hot Mix Asphalt | 2026 Construction Season

BID NUMBER: 26-32

OPENING DATE: January 30, 2026

FUNDING: 35066 | NEIGHBORHOOD INTERNAL PROGRAM

RECOMMENDATION: Award the contract to RiverStone Group, Inc. of Davenport, Iowa, as primary supplier, and Manatts, Inc. - Eastern Iowa Division of Camanche, Iowa, and Tickle Asphalt Co., Ltd. Of Milan, Illinois as back up suppliers.

<u>VENDOR NAME</u>	<u>Location</u>
RiverStone Group, Inc.	Davenport, IA
Manatts, Inc. – Eastern Iowa Division	Camanche, IA
Tickle Asphalt Co., Ltd.	Milan, IL

Approved By

Approved By

Dept Director

Date

Approved By

Approved

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Rockingham Road (South Farragut Street to South Elmwood Avenue) Reconstruction project, CIP #35061. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

This project will reconstruct Rockingham Road from South Farragut Street to South Elmwood Avenue. The proposed improvements include, but are not limited to, the furnishing of all labor, materials, and equipment necessary for the reconstruction of the existing concrete roadway; installation of sub-drains; ADA sidewalk and ramps; resetting of all existing utility surface features to finish grade; replacement of the adjacent driveway approaches; signage; paint striping; topsoil; sodding; and erosion control.

Truck and through traffic will be diverted onto a detour route around the project location utilizing River Drive. Local traffic can still use two-way travel on Rockingham Road, as the roadway will be constructed one-half at a time. Delays are likely during construction but can be minimized using the detour.

This project will be funded through CIP #35061 | High-Volume Street Projects.

Attachments:

1. Resolution
2. Location Map

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 Rockingham Road (South Farragut Street to South Elmwood Avenue) Reconstruction project, CIP #35061.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Rockingham Road (South Farragut Street to South Elmwood Avenue) Reconstruction project; 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 Rockingham Road (South Farragut Street to South Elmwood Avenue) Reconstruction project.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

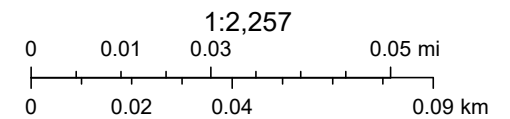
Brian Krup
Deputy City Clerk

PRJ-5353 Rockingham Road Reconstruction Project



2/9/2026, 11:25:56 AM

Parcels 2024 Aerial Imagery
Green: Band_2
Red: Band_1
Blue: Band_3



City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Street (Heatherton Drive to Hickory Grove Road) Rehabilitation project, CIP #35061. [Wards 1 & 2]

Recommendation:

Adopt the Resolution.

Background:

This project will include the rehabilitation of Fairmount Street from Heatherton Drive to the intersection of Hickory Grove Road, and the reconstruction of the intersection of Fairmount Street and Hickory Grove Road. The proposed improvements include, but are not limited to, the furnishing of all labor, materials and equipment necessary for the rehabilitation and reconstruction of the existing concrete roadway and intersection, installation of sub-drains, ADA sidewalk and ramps, resetting of all existing utility surface features to finish grade, replacement of the adjacent driveway approaches, signage, paint striping, topsoil, sodding, and erosion control.

Fairmount Street will be rehabilitated using a crack and seat pavement rehabilitation method, a cost-effective approach that extends the life of the roadway while minimizing construction time and disruption to the public. The crack and seat method is a pavement rehabilitation technique applied to existing Portland cement concrete (PCC) roadways that are structurally distressed but still have adequate base support. The primary goal is to reduce reflective cracking in a new asphalt overlay while extending the service life of the roadway.

In this method, the existing concrete pavement is intentionally fractured into smaller, interconnected pieces using specialized mechanical equipment. The concrete slabs are cracked at regular intervals—typically every 18 to 24 inches—and then seated firmly onto the underlying base through additional passes of heavy rollers. This process minimizes slab movement by ensuring tight contact between the fractured concrete and the sub-base.

After the concrete has been cracked and seated, crews will make any necessary localized repairs and place a new asphalt surface over the roadway. The result will be a smoother ride, improved driving conditions, and a longer-lasting street without the need for full reconstruction.

Using the crack and seat method allows Fairmount Street to be rehabilitated more quickly and at a lower cost than replacing the pavement entirely, while still providing a durable and reliable roadway for residents, businesses, and visitors.

The condition of the intersection of Fairmount Street and Hickory Grove Road visually indicated sub-base failures; therefore, it will be fully reconstructed using new Portland cement concrete (PCC) pavement. This work involves removing the existing pavement, repairing or replacing the

underlying base as needed, and constructing a new concrete roadway designed to handle heavy traffic and turning movements.

Reconstructing the intersection will improve safety, durability, and long-term performance, while reducing maintenance needs and providing a smoother, more reliable driving surface for all users.

This project will be funded through CIP #35061 | High-Volume Street Projects.

Attachments:

1. Resolution
2. Location Map

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 Fairmount Street (Heatherton Drive to Hickory Grove Road) Rehabilitation project, CIP #35061.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Fairmount Street (Heatherton Drive to Hickory Grove Road) Rehabilitation project, CIP #3506; 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 Fairmount Street (Heatherton Drive to Hickory Grove Road) Rehabilitation project.

Passed and approved this 25th day of February, 2026.

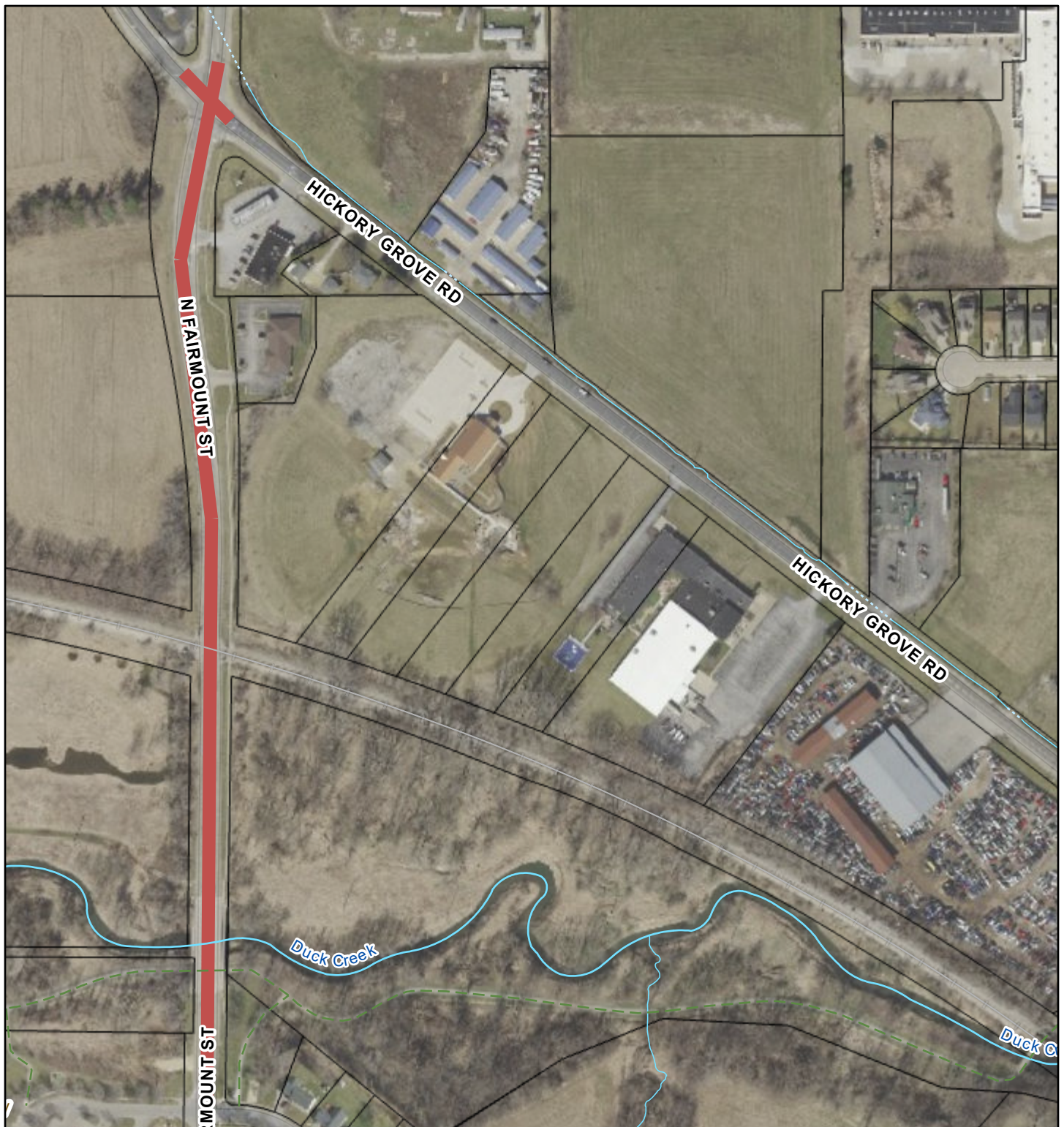
Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

PRJ-5356 Fairmount Street Rehabilitation Project



2/9/2026, 11:17:12 AM

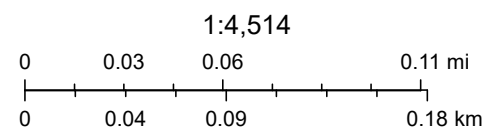
Parcels

2024 Aerial Imagery

Red: Band_1

Green: Band_2

Blue: Band_3



City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the East 90th Street (Harrison Street to Holden Drive) Reconstruction project, CIP #35061. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

This project will reconstruct East 90th Street from Harrison Street to Holden Drive. The existing four-lane roadway configuration will be modified to provide one travel lane in each direction plus a middle two-way left turn lane.

The proposed improvements include, but are not limited to, the furnishing of all labor, materials, and equipment for the reconstruction of the existing concrete roadway; placement of hot-mix asphalt shoulders; installation of subdrains; rehabilitation of existing storm and sanitary sewer systems; resetting all existing utility surface features to finish grade; replacement of the adjacent commercial entrances; topsoil; sodding; erosion control; and other related work.

Costs for this project will be split evenly with Scott County. The City portion will be funded through CIP #35061 | High-Volume Street Projects.

Attachments:

1. Resolution
2. Location Map

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 East 90th Street (Harrison Street to Holden Drive) Reconstruction project, CIP #35061.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the East 90th Street (Harrison Street to Holden Drive) Reconstruction project; and

WHEREAS, notice of Hearing on 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 East 90th Street (Harrison Street to Holden Drive) Reconstruction project.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

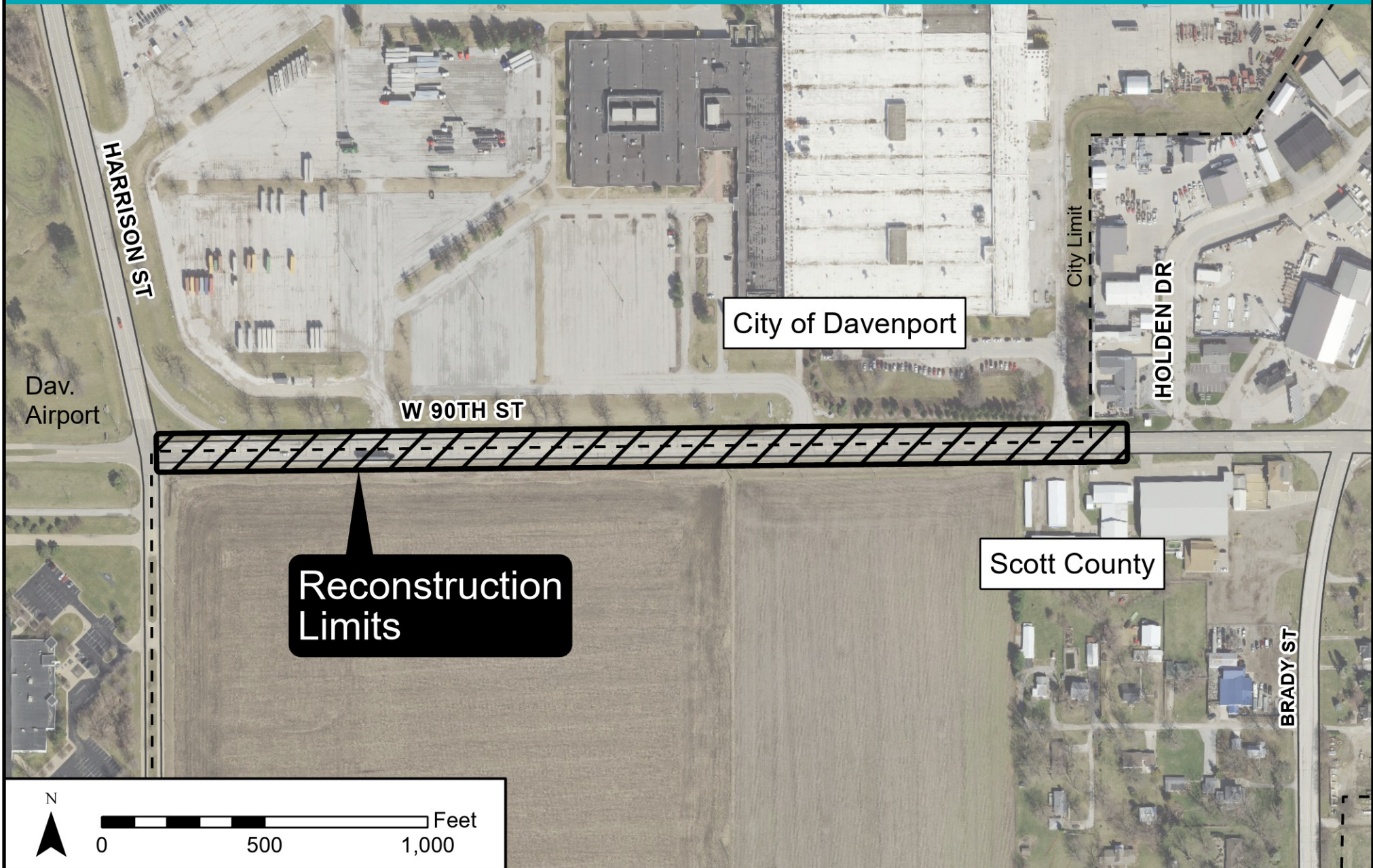
Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



THE CITY OF
DAVENPORT
IOWA | USA

90th Street Reconstruction Harrison St to Holden Dr



City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the FY 2027 State Patching Program, CIP #35045. [Wards 1, 2, 3, 6, & 7]

Recommendation:

Adopt the Resolution.

Background:

This program is an Iowa Department of Transportation reimbursable program that is administered by the City to repair pavement on State routes. Construction is expected to begin late summer 2026.

The program includes \$150,000 for FY 2027, which is anticipated to be 100% reimbursable. Funding for the FY 2027 State Patching Program is established within CIP #35045.

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 FY 2027 State Patching Program, CIP #35045.

WHEREAS, the City of Davenport has a maintenance agreement with the Iowa Department of Transportation regarding State routes within city limits; and

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the FY 2027 State Patching Program; and

WHEREAS, Notice of Hearing on 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 FY 2027 State Patching Program.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving a grant agreement with the Iowa Department of Transportation (IDOT) for the Eastern Avenue Bridge (North) Over Goose Creek Replacement project in the amount of \$1,500,000, CIP #21012. [Wards 6 & 7]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the project is to replace the Eastern Avenue (north) Bridge over Goose Creek. The project will consist of removal and disposal of all existing bridge components and replacement with a new bridge meeting current design standards. The Iowa Department of Transportation (DOT) has provided a proposed funding agreement between the Iowa DOT and the City of Davenport. This agreement will provide 100% Federal-aid participation in construction costs or \$1,500,000, whichever is less.

The City has budgeted design and acquisition costs in the proposed FY 2027 budget, with construction funds slated for FY 2028.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving a grant agreement with the Iowa Department of Transportation (IDOT) for the Eastern Avenue Bridge (North) Over Goose Creek Replacement project in the amount of \$1,500,000, CIP #21012.

WHEREAS, the City of Davenport recognizes that the Eastern Avenue Bridge (north) over Goose Creek, constructed in 1978, is currently in need of replacement; and

WHEREAS, the Iowa Department of Transportation is offering the City a Federal-aid funding agreement covering 100% of eligible construction costs, or \$1,500,000, whichever is less, related to the replacement of the above-described bridge.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a grant agreement with the Iowa Department of Transportation (IDOT) for the Eastern Avenue Bridge (North) Over Goose Creek Replacement project in the amount of \$1,500,000 is hereby approved.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution approving a five-year Airport Management and Operations Agreement, with two automatic five-year renewals, with Jet Air, Inc. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

Revv Aviation is selling their Davenport operations to Jet Air, Inc. The City's contract with Revv Aviation will cease on March 1, 2026.

The day-to-day operations of the Davenport Municipal Airport will be performed by Jet Air, Inc pursuant to the Management and Operations Agreement. The attached agreement is for a term of five (5) years with two automatic five-year renewals, unless terminated by notice of a party ninety (90) days before expiration of this Agreement, for a potential total of 15 years. The fee for the additional terms would be addressed before renewal.

The annual fee paid to Jet Air, Inc for its services is listed as follows:

- March 1, 2026 - June 30, 2027 - \$110,000 annually (\$27,500 quarterly)
- July 1, 2027 - June 30, 2029 - \$115,000 annually (\$28,750 quarterly)
- July 1, 2029 - June 30, 2031 - \$120,000 annually (\$30,000 quarterly)

Jet Air, Inc will perform these services within all FAA guidelines and provide monthly reports to the City of Davenport regarding the operations of the Airport. Hangar lease management will be performed by the City of Davenport Finance Department.

Attachments:

1. Resolution
2. Agreement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving a five-year Airport Management and Operations Agreement, with two automatic five-year renewals, with Jet Air, Inc.

WHEREAS, Revv Aviation is selling their Davenport operations to Jet Air, Inc, and the current contract will cease on March 1, 2026; and

WHEREAS, Jet Air, Inc wishes to provide day-to-day operations management of the Airport; and

WHEREAS, the City and Jet Air, Inc have negotiated an Airport Management and Operations Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a five-year Airport Management and Operations Agreement, with two automatic five-year renewals, with Jet Air, Inc is hereby approved.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

**DAVENPORT MUNICIPAL AIRPORT
MANAGEMENT AND OPERATIONS AGREEMENT**

THIS AGREEMENT (this “Agreement” or “Contract”) is entered into this _____ day of _____ by and between Jet Air, Inc., an Illinois corporation, authorized to do business in Iowa (hereinafter the “Contractor”), and the City of Davenport, Iowa, a municipal corporation (hereinafter the “City”), owner of the Davenport Municipal Airport (hereinafter the “Airport”).

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 City shall contract with the Contractor to manage the daily operations and maintenance of the Airport as specifically set forth herein.

I. TERM

1. Contractor shall be, and hereby is, designated the Manager of the Davenport Municipal Airport for a period of time beginning March 1, 2026, and ending June 30, 2031 with the provision that this Agreement be automatically extended for two (2) additional five (5) year periods.
 - A. If either party wishes to not renew for an additional five (5) period, notice shall be given ninety (90) days before the expiration of this Agreement.

II. COMPENSATION

1. City shall pay the Contractor quarterly during the period of this Contract as follows:
 - a. March 1, 2026 – June 30, 2027 - \$110,000 annually (\$27,500 quarterly)
 - b. July 1, 2027 – June 30, 2029 - \$115,000 annually (\$28,750 quarterly)
 - c. July 1, 2029 – June 30, 2031 - \$120,000 annually (\$30,000 quarterly)
 - A. The quarters shall begin on the 1 day of each January, April, July and October. The first payment shall include a prorated amount for the month of March 1, 2026.
 - B. At the end of the primary term of June 30, 2031, the next five-year term shall be negotiated beginning August 1, 2030. Negotiation for any alterations before the primary term ends shall be undertaken no later than November 1 of each fiscal year beginning November 1, 2027.

III. SPECIFIC CONDITIONS - PERSONNEL

1. Contractor shall identify and designate one (1) responsible person as the Airport Manager at the Airport. The Contractor reserves the right to change that designation at any time but shall provide notice to the City or authorized representative advising the name of the subsequent Airport Manager.

2. Contractor shall provide the Airport Manager's current telephone number to the City. If the Airport Manager will be unavailable for an unusually long period of time (e.g. vacation, holidays, sick leave, etc.) then an Interim Airport Manager shall be designated by the Contractor, and the name, telephone number, and the date and times during which the Interim Airport Manager is to be active shall be provided.

3. Contractor personnel shall have photo identification that is in that person's physical possession or readily accessible to that individual when performing duties under this contract. The photo identification must be a:

- A. Drivers License issued by a State, territory, or possession of the United States;
- B. Government identification card issued by the Federal Government, a State, territory, or possession of the United States;
- C. U.S. Armed Forces identification card;
- D. Official passport;

4. The Airport Manager shall not be an employee, department, agency, or entity of the City in any way, but shall be an independent contractor which provides services to the City as set forth herein. The Airport Manager shall report to the City of Davenport CFO or their assigned designee.

5. Contractor, its personnel, and/or any of its affiliates shall not speak to, make statements for, or act on behalf of the City and/or the Airport to any news service and/or social media individual or organization. This shall include but not be limited to television media services, print media services, social media services or individuals, or the general public. The Contractor, its employees, and/or its affiliates shall not post photographs, statements, comments, or opinions regarding the Airport, its operations, events, occurrences, plans, or programs to personal social media accounts (i.e. Facebook, TikTok, YouTube, Instagram, etc.). The posting of Airport events may be authorized by the City of Davenport Communications Officer prior to posting of the information.

6. A review of the terms of this Agreement and the duties and performance of the Airport Manager shall be held annually during the first quarter of the calendar year between the City of Davenport CFO and the City of Davenport Public Works Director, or their designees, and Contractor's on-site management. Any additional meetings may be held throughout the year at either parties' request.

IV. AIRPORT MANAGER GENERAL RESPONSIBILITIES

Contractor shall, through its designated Airport Manager:

1. Supervise all activities over which the Contractor has responsibility as set forth herein, keep records as required by the Airport, City and/or the Federal Aviation Administration (FAA), enforce any Airport, City and/or FAA rules, regulations, and/or ordinances, inspect any malfunctions, correct any conditions which may require correction or alteration, and operate the Airport lighting.

2. Perform all regular maintenance, scheduled maintenance, and preventative maintenance requirements of the Airport as set forth herein as well as perform maintenance requirements deemed necessary.

3. Provide formal training to Contractor personnel on Airport operations and FAA and Iowa Department of Transportation requirements as applicable. The Contractor shall maintain for all its employees written evidence of completion of formal training of Airport procedures, rules, and regulations required herein.

4. Be responsible for managing all resources to include but not be limited to City provided equipment as well as Contractor personnel required to comply with this agreement.

5. Provide for the Airport Terminal Building to operate routine hours as determined by Contractor, weather and conditions permitting. Contractor shall post these hours at the terminal, online, and anywhere else determined to make the hours most accessible to the public.

6. The Airport Manager or a designated representative shall provide a monthly update to the City of Davenport CFO or their designee.

7. The Airport Manager and other contractor employees shall perform such other duties as may, from time to time, be assigned by the City or which may reasonably be required for the proper and safe operations of said Airport.

V. CITY DUTIES AND OBLIGATIONS

City shall:

1. Provide the following equipment at the City's sole expense for the Contractor's use under the terms of this Contract:

- Pickup with plow, two-way aviation radio, and bed mounted tool box
- Dump truck with plow, granular urea spreader, and two-way aviation radio
- Tractor with mower, snow blower, bucket, and two-way aviation radio
- Riding lawn mower – Handheld two-way aviation radio with aviation headsets shall be provided
- End loader which will be provided from October through April of each year

2. Provide equipment maintenance, repair, and replacement in a manner which will facilitate the Contractor satisfactory compliance with this Agreement. Replacement cycles to be determined by the City. For requests for new equipment, Contractor shall complete a business case and provide such business case to City for consideration.

3. Provide all consumables such as fuel for City maintenance vehicles and equipment, light bulbs, T-Hangar restroom toilet paper, and other supplies required by the Contractor to comply with this Agreement. Should the Contractor purchase any of these products, they shall be compensated in a manner that is to be mutually agreed upon by both parties at a later date.

4. Pay installation costs and usage costs for utilities to City-owned buildings, including, but not limited to, water, natural gas, electricity, sanitary sewer, and telephone unless a lease assigns these costs to the lessee.

5. Manage T-Hangar lease administration, including maintenance of any waitlist, collection of rents, and other duties as they arise during lease administration.

6. Furnish, repair, and/or replace two-way aviation radio communications equipment having at least 720 channels of aircraft radio communications capacity satisfying FAA minimum standards.

7. Provide suitable equipment, parts, structures, and/or assemblies to maintain and repair the Airport and all City-owned buildings and improvements located thereon, including, but not limited to, runways, taxiways, aprons, roadways, REIL, field lighting, and utility lines unless a lease assigns these costs to a lessee. The City may remove facilities that no longer serve a purpose or that cannot be economically maintained without prior notification to the Contractor.

8. Maintain and repair City-owned immobile fuel systems and T-Hangar waste oil storage and disposal systems located on the Airport so that said systems are in compliance with local, state, and federal regulations. This maintenance and repair responsibility includes the turning "OFF" of leaking systems as well as the cleanup of fuel leaks from tanks, piping to the pumps, and the pumps. The Contractor shall assist in the turning "OFF" of leaking fuel/oil systems and/or storage facilities if practical. The City shall hold harmless and indemnify the Contractor from claims relating to such fueling and waste oil systems other than those claims resulting from negligence or intentional

action by the Contractor. The Contractor shall notify the City of any and all fuel/oil leaks found immediately upon discovery regardless of time of day.

VI. AIRPORT MANAGER DUTIES AND OBLIGATIONS

1. Contractor, through its designated Airport Manager, shall perform all duties as assigned in the attached Appendix A. All maintenance activities shall be conducted in strict compliance with all applicable FAA and Iowa DOT regulations and standards. It is the duty of the Contractor to remain up to date on any change in said regulations or standards.

VII. GENERAL CONDITIONS

1. The City reserves the right to further develop or improve the landing areas and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Airport Manager.

2. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Airport Manager from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3. The City shall have the right to enter into an Agreement with the United States government for military aircraft or naval use of part or all of the landing areas, the publicly owned air navigation facilities and/or other areas or facilities of the Airport. If any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provision of the Agreement with the government, shall be suspended.

4. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of said Airport.

5. Right of Termination. The City may elect to terminate this Agreement for the default of the Airport Manager of the terms and conditions hereof on giving thirty (30) days written notice to the Airport Manager of the intention to terminate as follows:

- a. The City shall give ten (10) days written notice to the Airport Manager of the default and if the default has not been corrected within twenty (20) days thereafter, this Agreement shall terminate at the option of the City.
- b. The adjudication of the Jet Air, Inc. acting as the Airport Manager as bankrupt, or the initiation of bankruptcy proceedings by the Airport Manager or its creditors without a subsequent dismissal thereof within thirty (30) days shall terminate this Agreement at the option of the City.

6. Non-waiver of Rights or Remedies. The failure of the City to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the City may have regarding the specific instance only, and shall not be deemed a waiver for any subsequent breach or default in any terms and conditions.

7. Notices. All notices to be given with the respect to this document shall be in writing shall be sent via regular mail and e-mail.

- a. For the City of Davenport: 226 W 4th Street, Davenport, Iowa 52801 with e-mail copies to the CFO and Public Works Director
- b. For Jet Air, Inc.: 275 Llyod Stearman Dr., Galesburg, IL 61401

8. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa. Any disputes arising under this Agreement shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration, in accordance with the rules of the American Arbitration Association.

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

10. This Agreement, together with the exhibits 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.

11. This Agreement shall be binding on hereto and inure to the benefit of the parties hereto and their successors, legal representatives, and assignees. All obligations, rights and duties contained in this Agreement shall extend to and be binding upon any future assignee, future owner, or successor of either party, whether such succession occurs by merger, consolidation, restructuring, reorganization, sale, transfer of all or substantially all of a party's assets, change in control, operation of law or otherwise.

VIII. INSURANCE

1. City shall provide general liability and property coverages in an amount equal to the replacement value on the buildings and grounds of the Airport and name the Contractor as an additional insured on each of said policies. City insurance providers shall notify the Contractor at least thirty (30) days in advance of cancelling any policy. Certificates of Insurance shall be provided to the Contractor within ten (10) days of the Effective Date of this Contract and upon each subsequent insurance term. The City's liability insurance will be in addition to that provided by the Contractor.

2. Contractor 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 Contractor eligible employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor 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 Contractor cannot economically and reasonably obtain insurance in said amount, the City 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 City as additionally insured. The Contractor insurance providers shall notify the City at least thirty (30) days in advance of cancelling any policy. Certificates of Insurance shall be provided to the City within ten (10) days of the Effective Date of this Contract and upon each subsequent insurance term.

IX. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

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 employee, 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.

Signatures on next page:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on this

_____ day of _____, 20____.

Contractor

City of Davenport, Iowa

By: _____

Title: _____

Address 1 _____

Address 2 _____

Address 3 _____

By: _____

Mayor

226 W 4th Street

Davenport, Iowa 52804

APPENDIX A

Category	Contractor Responsibilities	City Responsibilities
Daily Airfield Inspections	Conduct daily inspections of runways, taxiways, aprons, lighting, signage, windsock, beacon, FAA NAVAID lighting; report deficiencies	Review reports; determine corrective actions and priorities
Airfield Lighting Checks	Activate lighting via CTAF radio; verify proper operation; replace bulbs and fixtures as needed	Provide lighting parts, fixtures, and assemblies
Runway, Taxiway & Apron Surfaces	Inspect for foreign objects or debris, cleanliness, and serviceability; perform minor concrete repairs with approved sealant	Approve sealant type; fund major pavement repairs
Security & Access Control	Check gates and access points daily; ensure closed and locked; prevent unauthorized access during incidents	Establish security policies; coordinate law enforcement as needed
Buildings (Maintenance & Snow Equipment)	Inspect doors, windows, HVAC; report issues; replace interior/exterior bulbs	Fund structural, HVAC, and major building repairs
T-Hangars & Executive Hangars	Inspect hangars; assist tenants with door issues (temporary safety); clean and supply Hangar G restroom; maintain key inventory	Pay for permanent hangar repairs; set key control policy
Restroom (Hangar G)	Clean, sanitize, and restock supplies; check heater and water heater	Provide utilities and funding for plumbing/heater replacement
Grass Mowing & Vegetation Control	Mow, trim, and spray per height requirements; litter pickup; blade sharpening	Provide mower blades, tires, and consumables; approve deviations
Snow & Ice Control	Perform snow and ice removal per Exhibit A procedures	Establish snow plan; fund equipment and materials
Rodent Control	Fill and patch burrows; maintain and submit rodent activity map	Review data; coordinate long-term wildlife mitigation if needed
Lighting Maintenance	Replace bulbs, fixtures, frangibles, transformers; assist electrical contractors	Supply all lighting materials; contract licensed electricians
FAA NAVAIDs	Monitor and report outages or damage. Coordinate with FAA for repairs and restoration	
Airshow – Grounds & Mowing	Perform event-specific mowing as directed by Airshow staff. Coordinate with Airshow Promoter; approve event operations	
Airshow – Lighting & Signage (City Contract)	Remove, store, reinstall lighting/signage; document discrepancies	Review documentation; approve and reimburse eligible costs
Airshow – Lighting (Separate Contract Option)	Assume full liability if directly contracted by promoter; restore full functionality	
Emergency Response (On-Airport Incident)	Call 911; open gates; assist responders; notify Airport Manager; secure airside. Direct response strategy; coordinate agencies; decide closures	
Emergency Response (Off-Airport Incident)	Call 911; Coordinate response with authorities	
Flight Plan Assistance	Assist in locating aircraft during normal hours; Coordinate with FAA/FSS as needed	
Operational Safety Compliance	Ensure CTAF radios, vehicle markings, and lighting meet FAA requirements	Establish safety standards; audit compliance
Documentation & Reporting	Maintain inspection logs, maintenance records, rodent maps, incident reports	Retain records; use for audits and planning
Authority & Discretion	Operate within contract and Airport Manager direction	Airport Manager retains final authority and regulatory discretion
FAA NOTAMs	Issue Notices to Airmen (NOTAM) of observed abnormal, temporary or safety-critical conditions at the airport	Authorize the Contractor to manage the list of approved personnel to issue NOTAMs to the FAA

All maintenance activities shall be conducted in strict compliance with all applicable Federal Aviation Administration (FAA) regulations and standards.

The Contractor will notify in the event any navigational aids, facilities, equipment or lighting is damaged, not functional or unusable.

The Contractor will have Emergency procedures in place in the event of an airplane crash, or to assist in locating an airplane.

City of Davenport

Department: Public Works

Contact Info: Nicole Gleason | 563-326-7734

Action / Date

2/25/2026

Subject:

Resolution approving a fueling agreement between the City of Davenport and Jet Air, Inc at the Davenport Municipal Airport. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

Revv Aviation is selling their operations at the Davenport Municipal Airport to Jet Air Inc. Included within these operations is an agreement to pay the City fueling fees as established by City Council resolution, as well as establish operating guidelines for the use of fueling assets.

Attachments:

1. Resolution
2. Agreement
3. Airport Fuel Fees

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving a Fueling Agreement between the City of Davenport and Jet Air, Inc at the Davenport Municipal Airport.

WHEREAS, Jet Air, Inc. is looking for a cost-effective way to fuel its airport vehicles; and

WHEREAS, the City believes it has the capacity to provide this resource to Jet Air, Inc; and

WHEREAS, the City and Jet Air, Inc desire to enter into a Fueling Agreement which Jet Air, Inc will pay fueling fees as established by City Council resolution as well as establish operating guidelines for the use of fueling assets at the Davenport Municipal Airport; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a Fueling Agreement between the City of Davenport and Jet Air, Inc at the Davenport Municipal Airport is hereby approved.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

**FUELING AGREEMENT BETWEEN
THE CITY OF DAVENPORT AND JET AIR, INC.**

This Agreement is entered into between the City of Davenport (“City”) and Jet Air, Inc. as of this _____ day of _____, 2026.

WHEREAS, Jet Air, Inc. is looking for a cost effective way to fuel its airport vehicles;

WHEREAS, the City believes it has the capacity to provide this resource to Jet Air, Inc.;

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, the parties agree as follows:

1. **Fuel Price.** Jet Air, Inc. agrees to pay the City at a per gallon cost above the price paid by the City from its selected fuel vendor. This price shall be set by the City Council through resolution and may be changed by the City Council at any time. The new price will become effective upon mailing, faxing, or emailing, whichever occurs first, of the notice of price change to Jet Air, Inc.
2. **Fuel Keys.** The City shall provide Jet Air, Inc. with nine (9) fuel keys to operate the City pumps. This allotment of keys will consist of three (3) employee keys, six (6) vehicle keys, and zero (0) administrative keys. Replacement keys may be provided at the discretion of the City’s Fleet Manager. Jet Air, Inc. shall be charged a fee for each replacement key needed. Additional keys (excluding replacement keys and/or keys needed for additional and replacement vehicles) will be charged to Jet Air, Inc. All keys shall be returned to the City Fleet Manager at the termination of this contract.
3. **Reports/Billing/Payment.** Whenever Jet Air Inc. places an order with the selected fuel vendor. The vendor will invoice Jet Air, Inc. for the gallons of fuel pumped for transport. The vendor will pay the City the fuel fee directly for the gallons pumped.
4. **Term and Termination.** This Agreement shall be form an initial term of one (1) year unless terminated earlier by notice from the City or from default by a party. This Agreement will automatically renew for successive 1-year periods unless notice of non-renewal is provided at least thirty (30) days in advance. Upon termination, Jet Air, Inc. shall pay all outstanding sums within thirty (30) days of the final billing and return all fuel keys within three (3) business days of the termination date. The City or Jet Air, Inc. may terminate this Agreement at any time for any reason upon notice. Immediate early termination will result from any misuse of the City’s fuel system (shall include but not limited to fueling of personal vehicle, deliberate fueling of authorized vehicles with incorrect vehicle keys,

deliberate misrepresentation of required vehicle data, and/or excessive spillage, etc.). The City's Notice to Terminate without cause shall be given at least thirty (30) days in advance. A Notice to Termination due to default other than misuse of the system shall be given fourteen (14) days in advance and only after a reasonable period to cure (not to exceed sixty (60) days) has been given and expired. When determining a reasonable period to cure, consideration should not be given to the subjective financial circumstances of the party in default.

5. **Insurance.** Jet Air, Inc. shall maintain appropriate worker's compensation and general liability coverage.
6. **Hold Harmless.** Jet Air, Inc. agrees to indemnify and hold harmless, the City, its officers, and employees, for any and all loss, cost, claims, actions, or suits, whatsoever, arising out of Jet Air, Inc. its officers', employees' and/or agents' use of the City fueling system and facilities. This includes all negligent, grossly negligent or willful and wanton actions of Jet Air, Inc.'s officers, employees, and/or agents.
7. **Additional and Replacement Vehicles.** Jet Air, Inc. is allowed to fuel at the City's fuel facility, six (6) vehicles owned by Jet Air, Inc. These six (6) vehicles shall be used solely for on-airport operations. Any addition to this number must be approved in writing by City's Fleet Manager. Replacement of and/or addition to existing vehicles is allowed, but sufficient advance notice must be given to the City as to allow modification of vehicle information within City tracking system and/or databases.
8. **No Third-Party Beneficiary.** This Agreement shall not create nor shall it be construed to create any rights for, or obligations to, any third-party beneficiary.
9. **Modification.** This Agreement may be modified or supplemented by either party. Any such modification or supplement shall be in writing and signed by duly authorized representatives of each party.
10. **State of Iowa.** The laws of the State of Iowa shall govern and determine all matters arising out of, or in connection with, this Agreement without regard to the choice of the provisions of Iowa law. This provision shall not be construed as waiving any immunity to suit or liability including without limitation, sovereign immunity in State or Federal court, which may be available to the City.
11. **Assignment.** This Agreement may be assigned, transferred, or conveyed, in whole or in part, but only upon written Notice to the City and written Notice from the City accepting the assignment, transfer or conveyance.

12. **Integration.** This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
13. **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent entity acting toward the mutual benefits expected to be derived here from. No Party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.
14. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of a party, failure or delay by either party at any time to require performance by the other party or to claim a breach of any provision of the contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
15. **Notice.** The following are the parties' designees for purpose of notice:

If to Jet Air, Inc.:
Jet Air, Inc.
275 Llyod Stearman Dr.
Galesburg, IL 61401

If to City:
Fleet Manager
1200 E 46th St
Davenport, IA 52807

From time to time, the parties may change the name and address of a party designated to receive service. Such change of the designated person shall be in writing to the other party and as provided herein.

16. **Cumulative Rights.** The various rights, powers, options, election, and remedies of any party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or undischarged.
17. **Authorization.** Each party to this Agreement represents and warrants to the other parties that: It has the right, power, and authority to enter into and perform its obligations under the Agreement. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation upon its in accordance with its terms.

18. **Counterparts**. The parties agree that this Agreement has been, or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
19. **Delay or Impossibility of Performance**. Neither party shall be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire, or similar events or civil insurrection or war. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the party. If delay results from a party's conduct, negligence, or failure to perform, the party shall not be excused from compliance with their terms and obligations of this Agreement.

Signatures on next page.

Jet Air, Inc. and the City have caused this Agreement to be signed by their authorized representatives as of the date set forth above.

City of Davenport

By: _____

Title: _____

Jet Air, Inc.

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF IOWA)
) ss
COUNTY OF SCOTT)

On this ____ day of _____, 2026, before me, a notary in and for said county and state, personally appeared _____, to be known, who being by me duly sworn (or affirmed) did say that he/she is the _____ of the City of Davenport and that said instrument was signed in behalf of said City of Davenport and said he/she acknowledged said instrument to be the free act and deed of said City of Davenport.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a notary in and for said county and state, personally appeared _____, to be known, who being by me duly sworn (or affirmed) did say that he/she is the _____ of the Jet Air, Inc. and that said instrument was signed in behalf of said Jet Air, Inc. and said he/she acknowledged said instrument to be the free act and deed of said Jet Air, Inc..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

City of Davenport

2024-550

Department: Finance

Action / Date

Contact Info: Jim Odean | 563-326-7739

12/11/2024

Subject:

Motion approving an increase to the Davenport Municipal Airport aviation fuel surcharge fees.
[Ward 8]

Recommendation:

Pass the Motion

Background:

The aviation fuel surcharge is a fee charged by the Airport for the sale of aviation fuels. The surcharge is charged directly to the customer and is collected by the Airport to offset the costs associated with the dispensing of aviation fuels as well as acting as a revenue stream for the Airport's operating budget. The Davenport Municipal Airport currently charges \$0.08 per gallon for 100LL AvGas and \$0.12 per gallon for Jet A jet fuel. These amounts have remained stable for more than 15 years, but due to increasing airport operating costs, these surcharge fees need to be raised to \$0.13 per gallon and \$0.17 per gallon, respectively. The additional revenue is expected to add between \$12,000 and \$15,000 per year to the Airport's operating budget.

Attachments:

None

City of Davenport

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

Action / Date
2/25/2026

Subject:

Resolution awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals (RFP) for Underground Utilities Locating & Marking Services was issued and sent to vendors on September 1, 2025. On October 3, 2025, the Purchasing Division opened two (2) proposals.

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

- Scope of Work | 30%
- Pricing | 30%
- References| 15%
- Quality, Thoroughness and Responsiveness of Proposal| 15%
- Employment Practices | 10%

USIC Locating Services, LLC of Indianapolis, Indiana, was ranked the highest by the evaluating committee and deemed the best vendor to meet the needs and requirements of the City for these services.

This contract will provide underground utility locating and marking services for the City's sewer, fiber optic, traffic signal, and streetlight line underground utilities. Services will be billed as a flat monthly fee of \$25,000.

Funding for the contract comes from sewer operating funds.

Attachments:

1. Resolution
2. Contract
3. RFP Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana.

WHEREAS, the City needs to contract for these services; and

WHEREAS, USIC Locating Services, LLC of Indianapolis, Indiana, was ranked highest by the evaluating committee and deemed the vendor to best meet the needs and requirements of the City for these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services is hereby awarded to USIC Locating Services, LLC of Indianapolis, Indiana.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

FACILITIES LOCATING AND MARKING **SERVICE CONTRACT**

THIS CONTRACT ("Contract") is entered into as of this _____ day of February, 2026, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and the City of Davenport, Iowa (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities (hereinafter defined) in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to offer certain services related to locating and marking Customer's Facilities listed in Exhibit A.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
 - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
 - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
 - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
 - 1.7 **Damage to Customer's Facilities** 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.
 - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.
 - 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
 - 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and

holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area, maps, facility records, and/or other facility documentation identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state of Iowa, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.").
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined hereinafter, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities that occurs for any reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.21 **Mark(s)(ed)(ing)** means the use of stakes and flags, paint 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 American Public Works Association.
- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.
- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 13.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate. A Ticket may require more than one Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.
- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose general presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.
- 1.33 **USIC Work Product** means all materials, data, works of authorship, concepts, presentation, inventions, discovery, processes, know-how, reduction of information, including without limitation, all intellectual

property rights, including trade secrets, data, copyrights, and trademarks related to USIC's Locate Services, which is conceived or reduced to practice as a result of the performance of the Locate Services.

- 1.34 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.35 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.36 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.37 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.
- 2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall

employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.

- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All of Customer's maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.
- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees 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.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer shall not suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). Customer acknowledges that USIC does rely in part on such records, and USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via

Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:

- 4.1.1 Sales Tax
- 4.1.2 Use Tax
- 4.1.3 Services Provider Tax
- 4.1.4 Value Added Tax
- 4.1.5 Gross Receipts Tax
- 4.1.6 Commercial Activities Tax
- 4.1.7 Business Tax
- 4.1.8 Occupation Tax
- 4.1.9 Or similarly constructed state or local taxation

Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 13.
- 4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any

other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

- 4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 13, and Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of January 1, 2026 ("Effective Date") and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3. The parties agree to an auto renewal of one (1) year, with the agreement that cost will be capped at two (2) percent of the previous year's cost.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.
- 5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
- 5.4.1 insolvency of Customer;
 - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
 - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
 - 5.4.4 appointment of a receiver or trustee for Customer;
 - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
 - 5.4.8. Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than twenty-four (24) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or

any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.

- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a fault determination, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract and any liability between Customer and USIC. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 13.
- 6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.
- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.
- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 13. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages, whether in litigation, arbitration, mediation, or any other forum, formal or informal.
- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

7. Limitation of Liability and Indemnification

- 7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$10,000 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**
- 7.2 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE (1) TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY THE TRAILING TWELVE-MONTH PERIOD.**
- 7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untenable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators) such support shall be provided by USIC at no additional cost. if Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.
- 7.4 Customer agrees not to add USIC as a defendant or otherwise as a party to any litigation or arbitration Customer is pursuing against an Excavator or any other third party for any Damage to Customer's Facilities that was not, prior to initiation of such proceeding, determined to be a Locator At Fault Damage in accordance with this Contract. If Customer violates this provision and adds USIC in any such proceeding, Customer agrees that this provision gives USIC the right to the seek immediate dismissal from such proceeding and indemnification for any fees and expenses associated with seeking such dismissal.
- 7.5 To the fullest extent allowed under applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages
- 7.6 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but the cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or indemnify Customer for Third Party Claims resulting from Damages that are not caused by USIC's negligence fault nor shall USIC be required to defend or indemnify Customer for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untenable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to provide prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

- 8.1 At the beginning of each Contract Year subsequent to the Effective Date, the charges for Locate Services set forth on Exhibit A shall be increased annually by no more than 2%.
- 8.2 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.
- 8.3 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.
- 8.4 Significant Volume and Ticket Type Changes

- 8.4.1 The prices offered to Customer by USIC are based upon historical ticket volume data, and Customer acknowledges that USIC needs adequate time to adjust and re-allocate staffing and resources in the event of significant changes in total ticket volume and/or changes in ticket type. Thus, in the event of a Significant Ticket Volume Change and/or a Significant Ticket Type Change, Customer and USIC will renegotiate the pricing set forth in Exhibit A to mutually agreeable prices with an equitable adjustment in favor of USIC to reflect USIC's additional costs and revenue impacts. If USIC and Customer are unable to reach an agreement on renegotiated pricing, USIC will be permitted to decline to accept Excess Tickets and will not be responsible for Marking any declined Excess Tickets.

"Significant Ticket Volume Change" is defined as an increase or decrease of ten percent (10%) or more in total ticket volume for the territory being serviced by USIC, as compared to total ticket volume for the same month of the prior year (for example, July 2023 as compared to July 2022).

"Significant Ticket Type Change" is defined as an increase of ten percent (10%) or more in the percentage of tickets that require 30 minutes or more of Marking by USIC, as compared to the average percentage of such tickets for the trailing twelve (12) month period.

"Excess Tickets" is a percentage of Tickets equal to the percentage change that triggered the Significant Ticket Volume Change or the Significant Ticket Type Change. For example, in the event of a 20% change in total ticket volume as compared to the total ticket for the same month of the prior year or a 20% change in the percentage of tickets that require 30 minutes or more of Marking as compared to the average percentage of such tickets for the trailing twelve (12) month period, 20% of total ticket volume shall be considered Excess Tickets that may be declined by USIC until pricing is renegotiated.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-

- energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC's request regarding any high speed and/or high-density roadways which will require underground Locate Services to be performed, Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.
- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to enter telecommunications manhole vaults only when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.
- 9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days' written notification to Customer of such adjustment.
- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- 9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - 9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
 - 9.10.3 Arc flash studies;
 - 9.10.4 Ground fault studies;

- 9.10.5 Hand hole, manhole, and utility vault details; and
 9.10.6 Danger poles tagging

- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.
- 9.13 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

- 10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

11. Insurance

- 11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	\$1,000,000
	Disease, Policy Limit	\$1,000,000
	Disease, Each Employee	\$1,000,000
Comprehensive General Liability		
	Each Occurrence	\$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	\$8,000,000
	Products Completed Operations Aggregate	\$8,000,000
	Medical Limits	Not Covered
	Damages to Premises Rented to You Limit	\$1,000,000
Automobile Liability CSL		\$5,000,000
Cyber		\$5,000,000

12. USIC Work Product

- 12.1 Notwithstanding any other clause of this Contract, Customer shall have no rights or interests in USIC Work Product. All right, title and interest in and to USIC Work Product shall be and shall remain the sole property of USIC or [its third-party vendors or subcontractors]

13. Dispute Resolution

- 13.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 13.
- 13.2 Prior to initiating litigation or arbitration of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 13.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.
- 13.3 If a dispute has not been resolved by negotiation pursuant to Section 13.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 13.2, then either Party may initiate: (1) arbitration or litigation for disputes of \$250,000 or less, including costs; or (2) litigation for disputes over \$250,000. Any matter initiated in arbitration: (1) shall be filed with the American Arbitration Association (AAA); and (2) shall be heard by a panel of three arbitrators, notwithstanding any AAA rules to the contrary. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

14. Non-Solicitation

- 14.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, to which a USIC employee responds seeking employment without first having been solicited by Customer.

15. Force Majeure

- 15.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hindrance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:
- 15.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
 - 15.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
 - 15.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 15.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
 - 15.1.5 pandemics, epidemics and quarantine or governmental action related to such;
 - 15.1.6 theft, burglary or malicious acts of third parties; and
 - 15.1.7 any other events including emergencies and non-emergencies that meet the above-stated standards or force majeure as defined by applicable state law.
- 15.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing its obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

16. Contract Choice of Law, Modification, and Assignment

- 16.1 With respect to any dispute regarding liability for or the scope of Repair Costs associated with a Damage to Customer's Facilities, both parties agree to utilize the laws and venue of the state where the Locate Services are performed.
- 16.2 With respect to any dispute regarding the interpretation or enforceability of this Agreement or any provision(s) of this Agreement, the parties agree that: (1) Indiana law shall apply, regardless of any state's law on choice of law; and (2) such disputes shall be litigated exclusively in state court in Marion County, Indiana or, if jurisdiction permits, in the United States District Court for the Southern District of Indiana, and the parties waive any objection to litigating in such venues
- 16.3 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.
- 16.4 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

17. Contract Entirety

- 17.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

18. Severability Clause

- 18.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Acknowledgement of Understanding

- 19.1 Customer and USIC each hereby certify and represent that they have carefully read and fully understand all of the provisions and effects of this Contract, and that they each have consulted or had the opportunity to consult with an attorney with respect to all aspects of this Contract and the meaning and effect hereof. Customer and USIC each acknowledge that they are entering into this Contract knowingly and voluntarily, and that the other party has not made any representations concerning the terms and effects of this Contract other than those contained herein.
- 19.2 In any construction of the Contract, the provisions shall be considered joint work product and shall not be construed for, or against, any party, but shall be construed according to their plain meaning without any presumptions against a drafter in the event of any ambiguity. Each party represents and warrants that it has such knowledge, sophistication, and experience in business and financial matters as to be capable of evaluating the merits and risks of, and protecting such party's own interests in connection with, the transactions contemplated by this Contract.
- 19.3 This Contract is wholly subject to approval by Davenport City Council.

20. Counterparts

- 20.1 This Contract may be executed in several counterparts, each of which shall be an original and facsimile/pdf as against any party that signed it, and all of which shall constitute one and the same document. Further, a facsimile and/or pdf shall be an original as and against any party that signed it.

21. Public Records / Iowa Open Records Law (Iowa Code Ch. 22).

- 21.1 USIC acknowledges that the City is subject to the Iowa Open Records Law, Iowa Code chapter 22 (“Chapter 22”). To the extent USIC creates, receives, maintains, or has custody or control of records in the course of performing Services under this Agreement that constitute “public records” as defined in Chapter 22 (collectively, “Public Records”), USIC shall:
- 21.2 Maintain and Preserve. Create, maintain, preserve, and retain Public Records in an orderly and accessible manner, in accordance with this Agreement and applicable law, for the duration of the Agreement and any applicable retention period.
- 21.3 Provide to City Promptly. Upon request by the City and without undue delay, provide the City with copies of any Public Records in Contractor’s possession, custody, or control that relates to the Services, in the format requested by the City if reasonably available (or, if not, in a reasonably usable format).
- 21.4 Cooperate with Requests. Cooperate with the City in responding to any request for access to Public Records, including identifying potentially responsive records and providing them with the City to enable the City to make any required legal decisions regarding disclosure, confidentiality, and redaction.
- 21.5 No Direct Release Unless Authorized. Not disclose or release any Public Records to third parties in response to any request for records unless expressly directed in writing by the City. Contractor shall promptly notify the City of any request, subpoena, or demand for records relating to the Services.
- 21.6 Confidential Records. Protect from disclosure any records that are confidential or exempt from disclosure under Chapter 22 or other applicable law and shall not waive any applicable privilege or confidentiality protection.
- 21.7 Flow-Down. Ensure that any subcontractors who may create or maintain Public Records agree in writing to obligations at least as stringent as those in this section.

22. Contract Notification

- 22.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

22.1.1 USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usillc.com

22.1.2 Customer authorized representative:
Attn: Ron Perkins
226 West Fourth Street
Davenport, IA 52801
ron.perkins@davenportiowa.com

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Davenport, Iowa

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

(Please print)

Title: _____

Title: _____

Date 2/13/2026

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Iowa.

Member Codes (state One Call CDC or Customer Description Codes): DPW

USIC Locating Services, LLC Pricing (Please note the City will need to advise if they wish to proceed with the Annual Package Price or the Monthly Payment option):

USIC will service the City's tickets for an Annual Package Price (flat fee) of \$300,000 or a Monthly Payment of \$25,000 (flat fee).

Annual Package Price:	\$300,000.00
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Monthly Payment:	\$25,000.00
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Applicable estimated volumes for the state of Iowa.

- Estimated annual volume of 12,000 tickets

USIC to remit invoices to:

Attn:

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Underground Utilities Locating & Marking Services

BID NUMBER: 26-17

OPENING DATE: October 3, 2025

FUNDING: Sewer Operating Funds

RECOMMENDATION: Award the contract to USIC Locating Services, LLC of
Indianapolis, Indiana.

<u>VENDOR NAME</u>	<u>LOCATION</u>
USIC Locating Services, LLC	Indianapolis, Indiana
Olameter DPG, LLC	Waukesha, Wisconsin

Approved By

Purchasing Division

Date

Approved By

Department Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

Date

City of Davenport

Department: Finance

Contact Info: Basia Gerlach | 563-326-7727

Action / Date

2/25/2026

Subject:

Resolution setting a Public Hearing for the FY 2027 proposed property tax levy rate and amount. [All Wards]

Recommendation:

Adopt the Resolution

Background:

This Resolution sets a Public Hearing for the March 25, 2026, Special City Council Meeting beginning at 5:00 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, for the purpose of receiving public comment on the City of Davenport's proposed property tax levy rate and amount for the FY 2027 Budget.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION setting a Public Hearing for the FY 2027 proposed property tax levy rate and amount.

WHEREAS, a Public Hearing is required for the purpose of receiving public comment on the City of Davenport's proposed property tax levy rate and amount for the FY 2027 Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the Public Hearing for the FY 2027 proposed property tax levy rate and amount will be held on March 25, 2026, at the City Council Special meeting beginning at 5:00 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Passed and approved this 25th day of February, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
2/25/2026

Subject:
Motion approving beer and liquor license applications.

A. New License, New Owner, Temporary Permit, Temporary Outdoor Area, Location Transfer, etc. (as noted):

Ward 6

Staybridge Suites Davenport (Surya Management, LLC) - 4729 Progress Drive - License Downgrade - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

B. Annual License Renewals (with Outdoor Area as noted):

Ward 1

The Gas Spot (Inconvenience, Inc) - 3624 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Sub Express & Gas (Keya Food Mart, Inc) - 4307 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 3

Devon's Complaint Dept (Triple Crown Whiskey Bar, LLC) - 304 East 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

La Finca (La Finca, LLC) - 916 West 2nd Street - License Type: Class C Liquor (On-Premises)

Ward 5

The Gas Spot (Inconvenience, Inc) - 1136 East Locust Street - License Type: Class B Beer/Wine (Carry-Out)

The Gas Spot (Inconvenience, Inc) - 303 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 6

R Bar-QCA, LLC (R Bar-QCA, LLC) - 4907 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

The Gas Spot (Inconvenience, Inc) - 201 West 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

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: Nicole Gleason | 563-326-7734

Action / Date
2/25/2026

Subject:

Motion awarding blanket agreements for the purchase of materials for the 2026 construction season to the lowest responsive and responsible bidders. [All Wards]

Recommendation:

Pass the Motion.

Background:

An Invitation to Bid was issued on January 14, 2026, and sent to vendors. On February 4, 2026, the Purchasing Division opened and read bids from nine (9) responsive and responsible vendors. It is recommended to award each line item to the lowest bidder as primary supplier and award subsequent bidder(s) as secondary suppliers, if applicable, as indicated in the attachment, with green being the primary vendor and yellow being the secondary vendor(s).

Materials are required by various Public Works Divisions such as Street, Sewer, and Natural Resources for construction, repairs, and general maintenance. Materials are ordered on an as-needed basis. Bid prices are to remain in effect until the 2027 materials contract award or April 1, 2027, whichever occurs first.

Material purchases are funded through various departmental budgets.

Attachments:

1. Materials Pricing
2. Bid Tab

1	72 HR MIX DELIVERED	Streets 01	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$169.99
	Hahn Ready Mix Company	CY	\$172.00
2	72 HR MIX CITY TRUCK	Streets 02	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$142.47
	Hahn Ready Mix Company	CY	\$146.00
3	24 HR MIX DELIVERED	Streets 03	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$179.99
	Hahn Ready Mix Company	CY	\$184.00
4	24 HR MIX CITY TRUCK	Streets 04	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$152.00
	Hahn Ready Mix Company	CY	\$156.00
5	FLOWABLE B DELIVERED	Streets 07	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$128.70
	Hahn Ready Mix Company	CY	\$132.00
6	FLOWABLE B CITY	Streets 08	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$114.55
	Hahn Ready Mix Company	CY	\$119.00
7	FLOWABLE D DELIVERED	Streets 09	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$133.75
	Hahn Ready Mix Company	CY	\$139.00
8	FLOWABLE D CITY	Streets 10	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$120.00
	Hahn Ready Mix Company	CY	\$125.00
9	WINTER SERVICE	Streets 11	
	Supplier	UOM	Unit Price
	Manatt's, Inc.	PERCY	\$10.00
	Hahn Ready Mix Company	PERCY	\$10.00
10	1/2% CALCIUM CHLORIDE	Streets 12	

Primary Vendor
Secondary Vendor

Supplier	UOM	Unit Price
Hahn Ready Mix Company	PERCY	\$2.50
Manatt's, Inc.	PERCY	\$3.00

11	1% CALCIUM CHLORIDE	Streets 13
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Supplier	UOM	Unit Price
Hahn Ready Mix Company	PERCY	\$5.00
Manatt's, Inc.	PERCY	\$6.00

12	2% CALCIUM CHLORIDE	Streets 14
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Supplier	UOM	Unit Price
Hahn Ready Mix Company	PERCY	\$10.00
Manatt's, Inc.	PERCY	\$12.00

13	SAND FOR ASPHALT PLANT	Streets 15
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Supplier	UOM	Unit Price
RiverStone Group, Inc.	TON	\$12.50
RiverStone Group, Inc.	TON	\$15.00
Linwood Mining & Minerals	TON	\$17.50

Cordova
Moline

14	FILL SAND FOR SAND BAGGING	Streets 16
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Supplier	UOM	Unit Price
RiverStone Group, Inc.	TON	\$7.75
RiverStone Group, Inc.	TON	\$8.50
RiverStone Group, Inc.	TON	\$9.25
RiverStone Group, Inc.	TON	\$10.75
Hahn Ready Mix Company	TON	\$21.75

Cordova
Bettendorf
LeClaire
Moline

15	3/8 INCH CHIPS FOR ASPHALT PLANT IA DOT GR29	Streets 18
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Supplier	UOM	Unit Price
Linwood Mining & Minerals	TON	\$17.75
RiverStone Group, Inc.	TON	\$19.75

16	3/4 INCH DOWN IA DOT GR11	Streets 21
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Supplier	UOM	Unit Price
Linwood Mining & Minerals	TON	\$12.95
RiverStone Group, Inc.	TON	\$13.40

17	MODIFIED SUBBASE IA GR14	Streets 91
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Supplier	UOM	Unit Price
RiverStone Group, Inc.	TON	\$12.85
Linwood Mining & Minerals	TON	\$12.95

18	1 INCH WASHED IA DOT GR3	Streets 20
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Supplier	UOM	Unit Price
Linwood Mining & Minerals	TON	\$17.25
RiverStone Group, Inc.	TON	\$18.40

19	1 1/2 INCH DOWN IA GR30	Streets 22	
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$11.90
	Linwood Mining & Minerals	TON	\$12.25
20	3 INCH MACADAM IA DOT GR13	Streets 24	
	Supplier	UOM	Unit Price
	Linwood Mining & Minerals	TON	\$16.95
	RiverStone Group, Inc.	TON	\$17.25
21	4 INCH DOWN COUNTY MACADAM	Streets 25	
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$12.25
	Linwood Mining & Minerals	TON	\$13.50
22	EROSION STONE	Streets 67	
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$20.80
	Linwood Mining & Minerals	TON	\$21.50
23	LIME SCREENINGS	Streets 59	
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$2.25
	Linwood Mining & Minerals	TON	\$12.95
24	CLASS C REVETMENT STONE	Streets 28	
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$29.50
25	CLASS E REVETMENT STONE	Streets 88	
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$29.50
26	36" X 36" LEGO BLOCKS	Streets 41	
	Supplier	UOM	Unit Price
27	60" X 30" X 30" LEGO BLOCKS	Streets 42	
	Supplier	UOM	Unit Price
	Hahn Ready Mix Company	EA	\$155.00
28	30" X 30" X 30" LEGO BLOCKS	Streets 43	
	Supplier	UOM	Unit Price
	Hahn Ready Mix Company	EA	\$125.00
29	55 GALLON DRUM LIQUID MEMBRANE CURING	Streets 31	
	Supplier	UOM	Unit Price

Logan Contractors Supply	GAL	\$4.55
Gierke Robinson Company	GAL	\$300.00

30	#4 X 30 INCH DOUBLE BEND L BARS, EPOXY COATED	Streets 37
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Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$1.50
Gierke Robinson Company	EA	\$1.98

31	#6 X 24 INCH DEFORMED BARS, EPOXY COATED	Streets 38
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Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$2.58
Gierke Robinson Company	EA	\$3.13

32	#6 X 18 INCH DOWEL BARS, SMOOTH, SOLID, EPOXY	Streets 39
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Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$2.20
Gierke Robinson Company	EA	\$2.44

33	#10 X 18 INCH DOWEL BARS, SMOOTH, SOLID, EPOXY	Streets 40
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Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$5.30
Gierke Robinson Company	EA	\$6.44

34	#4 REBAR NOT TO EXCEED 20 FOOT LENGTH
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Supplier	UOM	Unit Price
Logan Contractors Supply	LB	\$0.59
Gierke Robinson Company	LB	\$0.92

35	DETECTABLE WARNING SURFACE PANEL	Streets 33
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Supplier	UOM	Unit Price
Gierke Robinson Company	EA	\$136.00
Logan Contractors Supply	EA	\$168.00

36	CRAFCO CRACK SEALANT 34221	Streets 32
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Supplier	UOM	Unit Price
Logan Contractors Supply	LB	\$0.83

37	BITUMINOUS PREMIX, HIGH PERFORMANCE	Streets 63
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Supplier	UOM	Unit Price
RiverStone Group, Inc.	TON	\$139.00
Manatts, Inc.	TON	\$145.00
Tickle Asphalt Co. Ltd.	TON	\$145.00

38	92-94 POUND BAGS OF PORTLAND CEMENT	Streets 52
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Gierke Robinson Company	EA	\$24.29
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39	50 POUND BAGS OF BARA-KADE 30 BENTONITE	Streets 53
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	Supplier	UOM	Unit Price
40	50 POUND CONTAINER OF NON-SHRINK HYDRAULIC		
	Supplier	UOM	Unit Price
	Gierke Robinson Company	EA	\$15.86
	Logan Contractors Supply	EA	\$54.75
41	27" ID 40" OD EPP GRADE RING, 2" THICKNESS		
	Supplier	UOM	Unit Price
42	27" ID 40" OD EPP GRADE RING, 4" THICKNESS		
	Supplier	UOM	Unit Price
43	27" ID 40" OD EPP GRADE RING, 6" THICKNESS		
	Supplier	UOM	Unit Price
44	27" ID 40" OD EPP FINISH RING, 1.5" THICKNESS		
	Supplier	UOM	Unit Price
45	27" ID 40" OD EPP FINISH RING, 2" THICKNESS		
	Supplier	UOM	Unit Price
46	27" ID 40" OD EPP FINISH RING, 4" THICKNESS		
	Supplier	UOM	Unit Price
47	27" ID 40" OD EPP FINISH RING, 6" THICKNESS		
	Supplier	UOM	Unit Price
48	CASE OF 28 OZ. CARTRIDGES CONSTRUCTION ADHESIVE		
	Supplier	UOM	Unit Price
49	TOSOIL		
	Supplier	UOM	Unit Price
	Centennial Contractors	CY	\$25.00

Streets 68

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Public Works Materials Bid – 2026 Construction Season

BID NUMBER: 26-33

OPENING DATE: February 4, 2026

FUNDING: 54702031 520201
51102060 520201
51252065 520201

RECOMMENDATION: Award each line item to the lowest bidder as primary supplier and award subsequent bidder(s) as secondary suppliers, if applicable.

<u>VENDOR NAME</u>	<u>Location</u>
Centennial Contractors of the Quad Cities	Moline, Illinois
Gierke Robinson Company, Inc.	Davenport, Iowa
Hahn Ready Mix Company	Davenport, Iowa
Linwood Mining & Minerals	Davenport, Iowa
Logan Contractors Supply	Bettendorf, Iowa
Manatt's, Inc.	Davenport, Iowa
Manatts, Inc. – Eastern Iowa Division	Camanche, Iowa
RiverStone Group, Inc.	Davenport, Iowa
Tickle Asphalt Co. Ltd.	Milan, Illinois

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

Date

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
2/25/2026

Subject:

Motion approving the purchase of a Ford F-350 pickup truck in the amount of \$49,022.50 from Stivers Ford of Waukee, Iowa, using Iowa Department of Administrative Services contract #26065, and a salt spreader and a front-mounted plow in the amount of \$16,806 from Truck Equipment of Des Moines, Iowa, using State of Iowa Department of Administrative Services contract MA005-25197. [All Wards]

Recommendation:

Pass the Motion.

Background:

This truck will be assigned to the Solid Waste Division of Public Works. It will replace a 2006 model that is scheduled for replacement. The 2026 Ford F-350 truck will cost \$49,022.50. The salt spreader will cost \$8,464 and the front-mounted plow will cost \$8,342. The total cost for the truck and body options will be \$65,828.50.

The purchase will be funded through the FY 2026 Solid Waste CIP #10503.

Attachments:

1. 2026 Ford F350 SuperCab 4X4 Quote
2. Quote with Text (Vehicle Info) Q20608

MDT 23 - SuperCab 4X4 Medium Truck, Short Bed, Automatic Transmission

Examples: Ford 350

Stivers Ford Lincoln

Make:	Ford
Model Name:	F350
Exact Model Code:	X3B
Trim Pkg. Common Name:	XL
Exact Trim Pkg. Code:	610A
Engine Code:	99A
Transmission Code:	44F
Payload Capacity:	3,939
Towing Capacity:	Conventional 14,100 Gooseneck 14,000 5th Wheel 13,800

BASE VEHICLE SPECIFICATIONS		
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating	10,500 lb. GVWR minimum	STATE GVWR: 10,500
Wheelbase length	145" to 150"	STATE LENGTH: 148WB
Cargo Bed Length	80" to 85"	STATE LENGTH: 6.75 foot box
Engine		
Engine Size (Cylinder/Liter)	Base V8 Engine (E85 FFV, if available in V8, must be provided); include all required options and other pertinent information. E85 FFV Engine?	Cylinders: 8 Liters: 6.8 HP: 405 Torque:445 Yes
Engine Block Heater		41H
Drive Axle		
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 3.73 Locking or Limited Slip provided? X3E Electronic Locking
Transfer Case	With Hi/Lo ranges	STD
Transfer Case	Shift-on-the-fly	STD
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power locks with remote keyless entry	STD
Key Sets with Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	STD
Windows	Power	STD
Window	Rear defroster, if available must provide	43S 924 Rear Defroster Included? Yes, power sliding rear window included as well
Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD Factory installed? Yes
Mirrors	Power, if available must provide; manual acceptable if power not available	STD Power Included? Yes
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD Factory installed? STD
Trailer tow package #1	Class IV receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD 2.5" reciever
Floor		
Floor Covering	Full floor covering, rubber preferred - if available it must be provided. OEM Floor Mats only provided if floor covering must be carpet.	STD Vinyl flooring
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Apple CarPlay and Android Auto compatibility	STD
Radio	Tachometer, oil pressure, coolant temperature, voltmeter and /or transmission temperature.	STD
Steering Column	Tilt / Cruise Control	STD
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.	1S STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	if available must provide	STD
Rearview Camera	Factory installed only.	STD Factory installed? Yes
Suspension		
Suspension Package	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks). Skid plates must be provided if available.	17X FX4 package
Tires & Wheels		
Tires	Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires; All-season M&S tires acceptable only when "LT" all terrain radials not available.	All Terrain or M&S provided? LT T&M All terrain, may be M&S
Spare	if available must provide	Is spare full size? Yes STD
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:		\$45,873.00
Delivery Cost to Department of Administrative Services, Des Moines:		\$619.50
MDT 23	TOTAL VEHICLE PRICE INCLUDING BASE COST AND DELIVERY:	\$46,492.50 Final Bid Price

Examples: Ford 350

Stivers Ford Lincoln

ADDITIONAL OPTIONS				
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost
Engine Block Heater		DEDUCT COST:		-\$100.00
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8	Liters: 6.7 HP: 475 Torque: 1050 3.31 Locking axle and Dual batteries included	\$10,995.00
Doors & Windows				
Key Sets, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start	Dealer		400
Window	Sliding Rear	STD per specs above requiring rear window defroster		STD per specs above
Exterior				
Bed Liner	Spray In, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85S	Factory installed? Yes	625
Bed Insert	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85L	Factory installed? Yes	380
Bed Mat	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85M	Factory installed? Yes	150
License Plate Holders	Front and Rear License Plate Holders	STD		STD
Mud flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	61S 62S OEM		\$130.00
Running Boards	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	188 OEM Platform Running Boards	Factory installed? Yes	\$445.00
Tailgate	Locking, if not standard	STD		STD
Tonneau Cover	Soft material style, rolling or trifold; dealer installed acceptable	21D		\$600.00
Tonneau Cover	Hard surface, locking; dealer installed acceptable	21E		\$1,280.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	52B	Factory installed? Yes	\$300.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD	Factory installed? Yes	STD
Trailer tow package #2	Gooseneck Trailer Hitch; Includes 7 way trailer wiring, steel, powder coated finish(if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	53W 15J includes gooseneck/5th wheel prep kit. Gooseneck ball/wiring	Factory installed? Yes	1000
Floor				
Floor Covering	Full floor carpeting & OEM mats, if not provided in base above.	NA		NA
Floor Mats	All Weather; dealer installed acceptable	Dealer		\$300.00
Miscellaneous				
Maintenance	Service Manuals	NA		NA
Safety				
Alarm	Backup alarm, Factory preferred but dealer installed acceptable	76C	Factory installed? Yes	\$230.00
Reverse Sensing System	Factory preferred but dealer installed acceptable	874 96D includes 360 camera, BLIS and rear parking sensors, factory installed		\$1,880.00
Seating				
Seating	Power driver's seat w/lumbar support	NA		NA
Suspension				
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	473. recommend adding dual battery and 410 amp alternator for maximum plow compatibility. \$425 GAS(410 amp alt, dual battery). \$215 Diesel(410 amp alt, dual battery std on diesel)		\$350.00
Other				
Options not listed above	Discount percentage off MSRP for options \$3,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		0%

DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	177.00	\$619.50

BASE PRICE WITH DELIVERY	\$46,492.50
OPTIONS:	\$2,280.00
ADDITIONAL OPTIONS NOT LISTED:	
UPFITTER SWITCHES:	\$250.00
TOTAL COST:	\$49,022.50



P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Customer: 70057

Davenport, City Of
Fleet Maintenance
1200 E 46th St
Davenport, IA 52807

Contact: Jim Erwin**Phone:** (563) 326-7718**Email:****Salesperson:** Scott Odendahl

Make: Ford	Model: F250	Year: 2026	Single/Dual: Single
Cab Type:	Wheelbase: 0	Cab-to-Axle: 40	VIN:

FURNISH AND INSTALL:**1 - WESTERN PRO PLUS SNOW PLOW MODEL IUTPP85**

ULTRAMOUNT2 mounting system
Heavy duty torsion tube construction
Heavy duty tubular quadrant for commercial use
Massive pivot point with 1" diameter pivot bolt to ease nose plate stress
3" square tubing A-frame construction
11 ga. steel blade
Western blade guides
TWO SEASON WARRANTY
Blade Width: 8'6"
Blade Height: 31"
4 trip springs
ULTRA FINISH baked-on powder coat with new primer
Adjustable cast iron disc shoes
1/2"x6" high carbon steel cutting edge
2 hydraulic shock absorbers
Dual stud mounted "NightHawk" halogen composite light kit
Flo-stat power unit
Power angle
FLEET FLEX multiplex wiring for true fleet interchangeability

OPTIONS INCLUDED IN PRICE:

Handheld control
Cup holder control mount (82007)
LED headlights (72525)
Rubber Deflector (62220-1)
Curb Guards (43885)

NET PRICE FOB DES MOINES, IA \$8,342.00**1 - 8' POLY WESTERN MARAUDER 1.5 cu yd. Pintle Chain Conveyor Spreader (Model #30810)****STANDARD FEATURES AND SPECIFICATIONS:**

Hopper Length: 96.5" Width: 63.5" Height: 46"
Capacity: 1.5 cu.yd. (struck capacity)
Weight: 723 lbs.
Material Spill protector at the end of the conveyor to prevent material spilling
Polyethylene construction for corrosion resistant operation makes it lightweight and highly durable



P.O. Box 3265
Des Moines, IA 50316

Quote Date: 2/9/2026

Quote Valid Until: 2/16/2026

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Page 2 of 2

Interlocking poly lids with molded channels for moisture run-off. Pockets at the end of the lid allow a 2x4 to be inserted for leverage
Material delivery extension/pre-wet chamber to reduce leaking/spilling during transport and leads to patented pre-wet mixing chamber
Optimized spinner channels ensure an even distribution of material throughout the spread arc
Common part chute design uses fewer components, making service easy. Direct drive motor offers better torque and reduces servicing
Molded poly tub geometry is optimized for better material flow for a smoother, even flow that prevents material from getting stuck
Adjustable deflector on the spinner can be manually positioned left or right to limit spread pattern to protect sensitive surfaces
Special design allows the hopper to stand on end for easier storage and installation
Two Season Warranty

OPTIONS INCLUDED IN PRICE:

Installed in customers truck
Central point grease kit (11763)
Work light kit (99505-1)
Inverted V
4 - Ratchet Straps

NOTE: SPREADER WILL BE TEMPORARILY INSTALLED USING RATCHET STRAPS. FINAL INSTALLATION IS THE RESPONSIBILITY OF THE END-USER.

NET PRICE FOB DES MOINES \$8,464.00****Pricing Per State Bid Contract MA005-25197****

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

* Sales Tax is not included unless otherwise noted.

***Due to the volatility of trade tariffs, the quoted price may change due to unforeseeable tariffs.**