

COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, June 3, 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. City Administrator Update
- VI. Public Hearings
 - A. Public Works
 1. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | Civil Site Upgrades Project, CIP #64130. [Ward 5]
 2. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | HVAC Upgrades Project, CIP #64130. [Ward 5]
 - B. Finance
 1. Public Hearing on the issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027. [All Wards]
- VII. Proclamations
 1. Pride Month | June 2026
- VIII. Petitions and Communications from Council Members and the Mayor
- IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Matt Lienen, Chair; Mark Holloway, Vice Chair

- X. COMMUNITY DEVELOPMENT
 1. Third Consideration: Ordinance for Case ORD25-02 being the request of the City of

Davenport to amend Title 17 entitled "Zoning" of the Municipal Code of Davenport, Iowa, regarding solar farms as a principal use and freestanding solar panels as an accessory use. [All Wards]

2. Second Consideration: Ordinance for Case REZ26-03 being the request of Be Tran to rezone 1703 North Division Street from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]
3. Resolution approving Case F26-07 being the request of Capreality 14-Village LLC for a final plat of Village Shopping Center Subdivision No. 4, a 2-lot subdivision on 23.21 acres located at 902 West Kimberly Road. [Ward 7]

XI. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XII. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by revising the speed limit on 36th Street from Brady Street to Kimberly Road from a 35-mph speed zone to a 30-mph speed zone. [Ward 7]
2. Third Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by revising the speed limit on Warren Street from 5th Street to 6th Street from a 30-mph speed zone to a 25-mph speed zone. [Ward 3]
3. First Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by adding 3rd Street at Warren Street. [Ward 3]
4. Resolution approving a 28E Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport Schools, contingent on Davenport Community School District Board approval. [All Wards]
5. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

St. Paul the Apostle; Vacation Bible School Ice Cream Social; 916 East Rusholme Street; 3:00 p.m. - 8:30 p.m. Wednesday, June 24, 2026; Closure: East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 11:00 p.m. Friday, July 3, 2026; **Closures:** (starting at 2:00 p.m.) Marquette and Gaines Streets south of River Drive with limited access to Ripley Street

and Harrison Street; (starting at approximately 7:00 p.m.) River Drive between 4th Street and Marquette Street; Main, Harrison, Brown, Warren, and Myrtle Streets between River Drive and 2nd Street; Harrison Street south of the intersection at 4th Street. [Ward 3]

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

J&M Displays; Rhythm City Casino Anniversary; 7077 Elmore Avenue; beginning at approximately 9:30 p.m. for 15-20 minutes Friday, June 12, 2026; Fireworks, over 50 dBA. [Ward 6]

City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 6:00 p.m. - 9:30 p.m. Friday, July 3, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

City of Davenport; Party in the Park; 5:30 p.m. - 7:30 p.m. Thursday, July 9, 2026 (Emeis Park | 4500 West Locust Street); Thursday, July 16, 2026 (Lindsay Park | 2205 East 11th Street); Thursday, July 30, 2026 (Duck Creek Park | 3300 East Locust Street); and Thursday, August 13, 2026 (Northwest Park | 3400 North Division Street); Outdoor music, over 50 dBA. [Wards 1, 2, 5, & 6]

7. Motion approving beer and liquor license applications.

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

Ward 1

Frackies (Frackies Pub, Inc) - 2820 Rockingham Road - License Type: Class C Liquor (On-Premises)

Ward 3

Antonellas II, LLC (Antonellas II, LLC) - 421 West River Drive #5 - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Hose Station 7 (Hose Station 7, LLC) - 1354 West 4th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Stompbox Brewing (JPX2ME, LLC) - 210 East River Drive #101 - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Urban Cowboy (Arod Cowboy, LLC) - 2148 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

Save More (Guru Nanak Food Mart, Inc) - 405 East Locust Street - License Type:

Class E Liquor (Carry-Out)

Village Inn #110042 (VI OPCC, LLC) - 1919 Harrison Street - License Type: Class C Liquor (On-Premises)

Ward 6

California Burritos Mexican Grill (Burrito Enterprises #2, LLC) - 2690 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Your Pie (The Gizzeria Group, Inc) - 4520 East 53rd Street #400 - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Kwik Star #294 (Kwik Trip, Inc) - 1650 West Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

XIII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Paul Vasquez, Vice Chair

XIV. PUBLIC WORKS

1. Resolution accepting work completed under the Adler Theatre HVAC Upgrades Project by Northwest Mechanical Inc of Davenport, Iowa, in the amount of \$1,016,195, CIP #69014. [Ward 3]
2. Resolution accepting work completed under the Occupational Health and Wellness Clinic project by Bush Construction Company, Inc of Davenport, Iowa, in the amount of \$715,895.13, CIP #60042. [Ward 7]
3. Resolution accepting work completed under the Black Hawk Creek Gates Replacement Project by Hagerty Earthworks, LLC of Muscatine, Iowa, in the amount of \$548,271.21, CIP #68015. [Ward 1]
4. Resolution accepting work completed under the FY 2024 Contract Sewer Repair Program by Hagerty Earthworks LLC of Muscatine, Iowa, in the amount of \$511,372.45, CIP #30060 and #33001. [All Wards]
5. Resolution accepting work completed under the Torrey Pines Court Reconstruction Project by Emery Construction Group, Inc of Moline, Illinois, in the amount of \$367,297.65, CIP #35062. [Ward 6]
6. Resolution awarding a contract for the Howell Street Lift Station Project to Miller Trucking & Excavating of Silvis, Illinois, for the amount of \$1,917,157, CIP #33067.

[Ward 1]

7. Resolution approving a one-year contract renewal for Natural Resources landscaping maintenance services with Delf's Landscape and Irrigation of Blue Grass, Iowa, for the amount of \$104,200. [All Wards]
8. Resolution awarding a contract for the Western Avenue (West 28 1/2 Street to West 31st Street) Reconstruction project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$610,414, CIP 35602. [Ward 7]
9. Resolution awarding a contract for engineering services for the South Clark Street South Bridge Over Black Hawk Creek Replacement Project to Stanley Consultants, Inc of Muscatine, Iowa, for an amount not to exceed \$178,440, CIP #21017. [Ward 1]
10. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | Civil Site Upgrades Project, CIP #64130. [Ward 5]
11. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | HVAC Upgrades Project, CIP #64130. [Ward 5]
12. Resolution approving the purchase of a 2026 John Deere 672 P-Tier road grader equipped with a wing plow from Martin Equipment of Rock Island, Illinois, for the amount of \$388,064 using Sourcewell contract #011723-JDC, CIP #24033. [All Wards]
13. Resolution awarding a five-year contract, with three optional one-year renewals, for paratransit service and limited demand response service to River Bend Transit of Davenport, Iowa. [All Wards]
14. Motion approving as-needed purchases of rock salt for the 2026-2027 winter season from Morton Salt, Inc of Overland Park, Kansas, for the price of \$125.70 per ton. [All Wards]
15. Motion approving the Public Transportation Agency Safety Plan (PTASP) for Davenport Transit as required by the Federal Transit Administration (FTA). [All Wards]

XV. Motion recommending discussion or consent for Public Works items

FINANCE

Jazmin Newton, Chair; John Blunk, Vice Chair

XVI. FINANCE

1. Resolution making provision for the issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027. [All Wards]
2. Resolution approving the acquisition of properties in the 4900-5000 block of North Pine Street for future animal control operations, and authorizing the City Administrator or designee(s) to execute necessary documents. [Ward 2]

XVII. Motion recommending discussion or consent for Finance items

XVIII. PURCHASE ORDERS OF \$10,000 TO \$50,000 ENTERED MAY 1-15, 2026 (For Information Only)

1. VanDerGinst Law PC | RM25-212 settlement | Amount: \$10,000
2. MTI Distributing Inc | Toro mower parts | Amount: \$10,618.71
3. Strategic Government Resources, Inc | leadership development | Amount: \$11,467.11
4. CDW Government Inc | digital displays for Parks buildings (qty. 10) | Amount: \$12,349.22
5. Martin Equip of IA-IL Inc | RM26-278 wiring harness replacement E221 | Amount: \$13,764.15
6. PowerSchool Corp | CivicLive renewal | Amount: \$15,306.23
7. AccessAbility Officer LLC | web content and digital communications accessibility | Amount: \$17,633
8. Altorfer Inc | generator repairs at Water Pollution Control Plant | Amount: \$19,209.62
9. CDW Government Inc | outdoor digital displays for Parks (qty. 4) | Amount: \$20,888.60
10. WRS Construction Inc | sewer storage room door project | Amount: \$23,778
11. Xylem Dewatering Solution Inc | UV disinfection electronic ballasts | Amount: \$26,500

XIX. Other Ordinances, Resolutions and Motions

1. Resolution approving an agreement with the Humane Society of Scott County, Iowa, for up to one year of animal protection services at \$20,000 per month and up to three years of animal shelter services at \$80,000 per month. [All Wards]
2. Resolution awarding a contract for Trap-Neuter-Return (TNR) services to the Humane Society of Scott County, Iowa, for an amount not to exceed \$250,000. [All Wards]
3. Resolution approving a one-year contract and a Memorandum of Understanding, each with an automatic one-year renewal, with United Way Quad Cities for administration of and funding support for the Coordinated Assessment Program (CAP). [All Wards]
4. Resolution approving a one-year contract, with one automatic one-year renewal, with Family Resources, Inc to support the execution of the Group Violence Intervention Program in a total amount not to exceed \$100,000. [All Wards]

XX. Motion recommending discussion or consent for Other Ordinances, Resolutions and Motions items

XXI. 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.

XXII. Final Comments from Council Members and the Mayor

XXIII. Adjourn

City of Davenport

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

Action / Date
6/3/2026

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | Civil Site Upgrades Project, CIP #64130. [Ward 5]

Recommendation:

Hold the Hearing.

Background:

The project scope involves civil engineering work to upgrade utility services. This includes new water service connections, hydrants, and sanitary tie-ins as well as schematic design for franchise utility coordination efforts.

Attachments:

None

City of Davenport

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

Action / Date
6/3/2026

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | HVAC Upgrades Project, CIP #64130. [Ward 5]

Recommendation:

Hold the Hearing.

Background:

The project scope includes upgrading the theater's HVAC system and connecting them to new utility services provided in the concurrent civil utility separation projects, including bringing new independent electric, gas, domestic water, and sanitary services to the building. Upgrades include a new air handling system with hydronic heating coil, new boiler array and associated pumps, new electric unit heaters and electric baseboard heaters, a new sewage ejector system, and electrical panel and dedicated electrical meter.

Alternate 1: Provide ducted HVAC mini-split system for basement perimeter spaces in lieu of a portion of electric unit heaters. Stairwell unit heaters shall remain in Alternate 1.

Attachments:

None

City of Davenport

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

Action / Date
6/3/2026

Subject:

Public Hearing on the issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027. [All Wards]

Recommendation:

Hold the Hearing.

Background:

On May 27, 2026, the City Council set June 3, 2026, at 5:30 p.m. in the Council Chambers at City Hall to hold the Hearing for the issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027.

Proceeds from this bond sale, which is anticipated to occur in spring 2027, will be used to finance the adopted FY 2027 Capital Improvement Plan.

Attachments:

None

City of Davenport

Department: Office of the Mayor
Contact Info: Brian Krup | 563-326-6163

Action / Date
6/3/2026

Subject:
Pride Month | June 2026

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
6/3/2026

Subject:

Third Consideration: Ordinance for Case ORD25-02 being the request of the City of Davenport to amend Title 17 entitled "Zoning" of the Municipal Code of Davenport, Iowa, regarding solar farms as a principal use and freestanding solar panels as an accessory use. [All Wards]

Recommendation:

Consider the Ordinance.

Background:

Solar Moratorium

On May 7, 2025, Resolution No. 2025-197 placed a moratorium on solar farms and accessory freestanding solar to provide time for staff to evaluate current regulations and propose revisions where necessary. The moratorium was spurred by a non-conforming accessory freestanding solar system installed in a resident's front yard. Additionally, staff asked for the moratorium after fielding questions about large-scale solar farms and recent Iowa State legislative hearings about solar farms. The proposed amendment brings code to meet solar industry terms and prepare a more comprehensive approach to regulating solar systems.

Plan and Zoning Commission

At its October 14, 2025, meeting, the Plan and Zoning Commission unanimously recommended Case ORD25-02 be forwarded to the City Council with a recommendation for approval subject to the proposed amendments and findings.

Findings

1. The proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes the public health, safety, and welfare of the City.
3. The proposed amendment is consistent with the intent and general regulations of the Zoning Ordinance.
4. The amendment reflects a change in policy and development trends.
5. The amendment may create minor nonconformities.

Project History

- September 2, 2025: Background materials and industry trends were presented with a draft ordinance amendment at the Plan & Zoning Commission Public Hearing.
- September 16, 2025: The Plan & Zoning Commission held additional discussion on the draft ordinance amendment.
- September 30, 2025: Staff presented the draft ordinance amendment to City Council at

the Management Update meeting. Several concerns were raised about solar as a principal use in residential and commercial districts. Immediately following the meeting, the Plan & Zoning Commission reviewed the draft ordinance amendments, and tabled the item to allow Staff additional time to make revisions based on the feedback received by Council.

- October 14, 2025: Based on Commission and City Council feedback, the following amendments were presented during the Plan and Zoning Commission meeting:
 - Removed the principal use of community-scale solar.
 - Updated use matrix to remove community-scale solar as a principal use category.
 - Refined accessory solar language in Building Mounted Systems to address the height allowed for solar on flat-roofed buildings.

Approval Standards for Text Amendments

1. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.
2. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.
3. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.
4. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.
5. The extent to which the proposed amendment creates nonconformities.

Public Input

A notice of Public Hearing was published in the *Quad-City Times* informing the community of the Hearing on November 5, 2025. No comment has been submitted to staff at this time. Previously, a Notice of Public Hearing was published in the *Quad-City Times* informing the community of the September 2, 2025 Plan and Zoning Commission Public Hearing. Staff have received one public comment in favor of the request which also offered adjustments to the language.

Attachments:

1. Ordinance
2. Proposed Ordinance Amendment
3. Current Zoning Ordinance
4. Memo to Council - Solar Moratorium
5. Action 2025-197 - Resolution approving moratorium on solar farms and freestanding solar panels
6. Public Comment-Iowa Solar
7. Memo to Council - Solar as a Special Use
8. Solar Zoning Map

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ORD25-02 BEING THE REQUEST OF THE CITY OF DAVENPORT TO AMEND TITLE 17 ENTITLED "ZONING" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA REGARDING SOLAR FARMS AS A PRINCIPAL USE AND FREESTANDING SOLAR PANELS AS AN ACCESSORY USE.

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

Section 1. That Section 17.02.030 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add the following:

17.02.030 Definition of general terms.

Battery Energy Storage System. Electrochemical devices of 1 MW capacity or greater that charge or collect energy from the grid or a generation facility and discharge that energy at a later time to provide electricity or other grid services.

Solar Energy System. An aggregation of devices and structures whose boundaries can cross parcel lines designed to collect, store, and distribute solar energy for electricity generation, heating, cooling, or other uses. This definition applies to Solar - Utility-Scale and Accessory Solar Energy System and does not apply to solar panels on self-powered devices like decorative lights, pond pumps, or those in the right of way.

Section 2. That Section 17.08.020 Table 17.08-1 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to remove the Principal Use 'Solar Farm'.

Section 3. That Section 17.08.020 Table 17.08-1 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add the Principal Use 'Solar – Utility Scale'. Table 17.08-1 shall be amended to include 'Solar - Utility-Scale' as a Special Use in the I-1 Light Industrial Zoning District, I-2 Heavy Industrial Zoning District, and AG-Agricultural Zoning District. Add Section 17.08.030(BB) as a Use Standard for 'Solar – Utility-Scale'.

Section 4. That Subsection 17.08.030 of the Municipal Code of Davenport, Iowa be and the same is hereby amended as follows:

17.08.030 Principal use standards.

BB. Solar - Utility-Scale.

1. General regulations for Solar Energy Systems:

- a. Solar energy systems must follow district standards unless mentioned here.
- b. Solar energy systems are prohibited within the Special Flood Hazard Area.
- c. No grid-tied solar energy systems may be installed until evidence has been provided that the owner has been approved by the utility company to install the system.

- d. Solar energy systems shall be built with "anti-reflective coating" or similar language and shown on the specification sheets submitted.
- e. A third-party glare study and confirmation that glare will be minimized or eliminated from adjacent properties, buildings, and residences shall be submitted for approval to the Zoning Administrator.
- f. A view sheds analysis from residential districts to solar energy systems shall be submitted for approval to the Zoning Administrator. Solar energy systems must be screened from view of residential districts using trees, shrubs, and other perennial plants, the locations of the screening shall be derived from the analysis.
- g. All components of the solar energy systems shall be maintained in good state of repair and safe condition. Damaged, deteriorated or inoperable solar energy systems components shall be repaired or replaced in 12 months. In the event of those circumstances not considered in this ordinance prevent repair of the solar energy system components by 12 months, communications and presentation of rectifying steps shall be made to The Zoning Administrator.
- h. A Site maintenance plan shall be submitted and approved by the Zoning Administrator. The plan shall include the repair and replacement of solar energy system equipment, landscaping maintenance, and other agreements not limited to this ordinance shall be submitted.
- i. A decommissioning plan shall be submitted and approved by the Zoning Administrator. The decommissioning plan shall include steps for the removal of all solar arrays, structures, foundations, private roads or driveways, and any other element constructed by facility owner or operator for the purpose of maintaining or operating the solar energy systems. The plan shall follow demolition requirements per city code to include site finish, drainage, and ground cover. Additional information may be required by the Zoning Administrator.
- j. Shall include provisions for future growth opportunities including future rights-of-way, public infrastructure, utilities, subdivisions, and other easements as established within the City Code.
- k. All accessory uses and structures shall follow accessory use standards.
- l. Battery energy storage systems accessory to Solar - Utility-Scale systems shall be subject to these additional standards:
 - i. Battery energy storage systems shall be setback a minimum of 200 feet from a property line.
 - ii. Battery energy storage system shall be setback a minimum of 200 feet from the edge of any natural waterbody to include any water conveyance system, detention or retention facility that openly feed natural waterbodies.
 - iii. Battery energy storage systems shall be setback a minimum of 500 feet from any building.
 - iv. Battery energy storage systems shall be secured from the public.
 - v. Maintenance and decommissioning plan associated solely with the battery energy storage systems to include but not limited to the anticipated life of the battery energy storage systems and the safety steps required for continued use shall be submitted for approval to the Zoning Administrator.
 - vi. Dilapidated or inoperable battery energy storage systems shall be repaired or replaced within 12 months. In the event of those circumstances not considered in this ordinance

prevent repair of the battery energy storage systems within 12 months, communications and presentation of rectifying steps shall be made to Zoning Administrator.

Section 5. That Section 17.08.050 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to delete **Solar Farm**.

Section 6. That Section 17.08.050 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add the following:

17.08.050 Use definitions.

Solar - Utility-Scale. A solar energy system designed primarily for wholesale electricity generation for sale into the electric grid. Utility-scale systems are not intended to serve on-site or localized users.

Section 7. That Section 17.09.030 of the Municipal Code of Davenport, Iowa be and the same is hereby amended as follows:

17.090.030 Accessory structures and uses.

S. Accessory Solar Energy System.

1. General Requirements.

- a. Shall be built with "anti-reflective coating" or similar language and shown on the submitted specifications sheet for the solar energy system.
- b. The solar energy system must be placed so that concentrated solar radiation or glare is not directed onto adjacent properties or roadways.

2. Building Mounted Systems

- a. A building mounted solar energy system may be mounted or applied to the roof, wall, or other architectural feature not included here of a principal building or accessory structure.
- b. On pitched roof buildings, the maximum height of a roof-mounted solar panel may rise is 18 inches.
- c. On flat roofed buildings the solar energy system shall be setback from the edge of the roof 1 foot for every 2 feet in height.
 - i. Solar energy system shall not exceed 6 feet in height on a structure 40 feet or less in height. For structures 40 feet in height or less and for any building where the solar energy system cannot meet the setback requirement, there must be either a parapet wall or other solid building material that is architecturally integrated with the structure to screen the solar energy system.
 - ii. Solar energy system shall not exceed 15 feet in height on a structure over 40 feet in height.
- d. Wall-mounted solar panels may project up to 2.5 feet from a building facade and must be integrated into the structure as an architectural feature.

3. Freestanding Solar Energy Systems.

- a. Freestanding solar energy systems are prohibited within the Special Flood Hazard Area.
- b. Freestanding solar energy systems shall follow accessory structure regulations in Section 17.09.030.
- c. Freestanding solar energy systems shall be subject to the underlying zoning districts maximum impervious surface and maximum building coverage standards.
- d. In residential districts except for R-MF:

- i. Freestanding solar energy systems are only allowed in the rear yard.
 - ii. On a double frontage or through lot, the rear yard shall be considered the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Freestanding solar energy systems are permitted in the designated rear yard and are subject to the principal use setbacks.
 - iii. The maximum height of a freestanding solar energy systems is 10 feet.
 - iv. Shall not be larger than 50% of the building footprint or 720 square feet, whichever is greater.
- e. In all other districts including R-MF:
- i. Freestanding solar energy systems are allowed in the rear and interior side yard.
 - ii. Freestanding solar energy systems shall not be larger than 50% of the impervious surface.
 - iii. Freestanding solar energy systems are permitted in all yards when over an approved parking lot and subject to these additional standards:
 - 1) Shall provide minimum vertical clearance of 8 feet.
 - 2) Shall not remove or cover parking islands or landscaped areas.
 - 3) Shall follow all parking standards.
- f. Battery Energy Storage Systems are prohibited as an accessory use unless granted permission by the Fire Marshal.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

 Mike Matson
 Mayor

 Brian Krup
 Deputy City Clerk

Proposed Solar Ordinance Amendment

November 05, 2025

17.02.030 Definition of General Terms

Battery Energy Storage System

Electrochemical devices of 1 MW capacity or greater that charge or collect energy from the grid or a generation facility and discharge that energy at a later time to provide electricity or other grid services.

Solar Energy System

An aggregation of devices and structures whose boundaries can cross parcel lines designed to collect, store, and distribute solar energy for electricity generation, heating, cooling, or other uses. This definition applies to Solar - Utility-Scale and Accessory Solar Energy System and does not apply to solar panels on self-powered devices like decorative lights, pond pumps, or those in the right of way.

17.08.050 Use Definitions

Solar - Utility-Scale: A solar energy system designed primarily for wholesale electricity generation for sale into the electric grid. Utility-scale systems are not intended to serve on-site or localized users.

PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STAND-	
Solar - Utility-Scale																S	S		S				Sec. 17.08.030.BB

17.08.030 Principal Use Standard

1. General regulations for Solar Energy Systems:

- a. Solar energy systems must follow district standards unless mentioned here.
- b. Solar energy systems are prohibited within the Special Flood Hazard Area.
- c. No grid-tied solar energy systems may be installed until evidence has been provided that the owner has been approved by the utility company to install the system.
- d. Solar energy systems shall be built with “anti-reflective coating” or similar language and shown on the specification sheets submitted.
- e. A third-party glare study and confirmation that glare will be minimized or eliminated from adjacent properties, buildings, and residences shall be submitted for approval to the Zoning Administrator.
- f. A view sheds analysis from residential districts to solar energy systems shall be submitted for approval to the Zoning Administrator. Solar energy systems must be screened from view of residential districts using trees, shrubs, and other perennial plants, the locations of the screening shall be derived from the analysis.
- g. All components of the solar energy systems shall be maintained in good state of repair and safe condition. Damaged, deteriorated or inoperable solar energy systems components shall be repaired or replaced in 12 months. In the event of those circumstances not considered in this ordinance prevent repair of the solar energy system components by 12 months, communications and presentation of rectifying steps shall be made to The Zoning Administrator.
- h. A Site maintenance plan shall be submitted and approved by the Zoning Administrator. The plan shall include the repair and replacement of solar energy system equipment, landscaping maintenance, and other agreements not limited to this ordinance shall be submitted.
- i. A decommissioning plan shall be submitted and approved by the Zoning Administrator. The decommissioning plan shall include steps for the removal of all solar arrays, structures, foundations, private roads or driveways, and any other element constructed by facility owner or operator for the purpose of maintaining or operating the solar energy systems. The plan shall follow demolition requirements per city code to include site finish, drainage, and ground cover. Additional information may be required by the Zoning Administrator.
- j. Shall include provisions for future growth opportunities including future rights-of-way, public infrastructure, utilities, subdivisions, and other easements as established within the City Code.
- k. All accessory uses and structures shall follow accessory use standards.
- l. Battery energy storage systems accessory to Solar - Utility-Scale systems shall be subject to these additional standards:
 - i. Battery energy storage systems shall be setback a minimum of 200 feet from a property line.
 - ii. Battery energy storage system shall be setback a minimum of 200 feet from the edge of any natural waterbody to include any water conveyance system, detention or retention facility that openly feed natural waterbodies.
 - iii. Battery energy storage systems shall be setback a minimum of 500 feet from any building.
 - iv. Battery energy storage systems shall be secured from the public.
 - v. Maintenance and decommissioning plan associated solely with the battery energy storage systems to include but not limited to the anticipated life of the battery energy storage systems and the safety steps required for continued use shall be submitted for approval to the Zoning Administrator.
 - vi. Dilapidated or inoperable battery energy storage systems shall be repaired or replaced within 12 months. In the event of those circumstances not considered in this ordinance prevent repair of the battery energy storage systems within 12 months, communications and presentation of rectifying steps shall be made to Zoning Administrator.

17.09.030 Accessory Structures and Uses

S. Accessory Solar Energy System

1. General Requirements.

- a. Shall be built with “anti-reflective coating” or similar language and shown on the submitted specifications sheet for the solar energy system.
- b. The solar energy system must be placed so that concentrated solar radiation or glare is not directed onto adjacent properties or roadways.

2. Building Mounted Systems

- a. A building mounted solar energy system may be mounted or applied to the roof, wall, or other architectural feature not included here of a principal building or accessory structure.
- b. On pitched roof buildings, the maximum height of a roof-mounted solar panel may rise is 18 inches.
- c. On flat roofed buildings the solar energy system shall be setback from the edge of the roof 1 foot for every 2 feet in height
 - i. Solar energy system shall not exceed 6 feet in height on a structure 40 feet or less in height. For structures 40 feet in height or less and for any building where the solar energy system cannot meet the setback requirement, there must be either a parapet wall or other solid building material that is architecturally integrated with the structure to screen the solar energy system.
 - ii. Solar energy system shall not exceed 15 feet in height on a structure over 40 feet in height.
- d. Wall-mounted solar panels may project up to 2.5 feet from a building facade and must be integrated into the structure as an architectural feature.

3. Freestanding Solar Energy Systems.

- a. Freestanding solar energy systems are prohibited within the Special Flood Hazard Area.
- b. Freestanding solar energy systems shall follow accessory structure regulations in Section 17.09.030.
- c. Freestanding solar energy systems shall be subject to the underlying zoning districts maximum impervious surface and maximum building coverage standards.
- d. In residential districts except for R-MF:
 - i. Freestanding solar energy systems are only allowed in the rear yard.
 - ii. On a double frontage or through lot, the rear yard shall be considered the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Freestanding solar energy systems are permitted in the designated rear yard and are subject to the principal use setbacks.
 - iii. The maximum height of a freestanding solar energy systems is 10 feet.
 - iv. Shall not be larger than 50% of the building footprint or 720 square feet, whichever is greater.
- e. In all other districts including R-MF:
 - i. Freestanding solar energy systems are allowed in the rear and interior side yard.
 - ii. Freestanding solar energy systems shall not be larger than 50% of the impervious surface.
 - iii. Freestanding solar energy systems are permitted in all yards when over an approved parking lot and subject to these additional standards:
 1. Shall provide minimum vertical clearance of 8 feet.
 2. Shall not remove or cover parking islands or landscaped areas.
 3. Shall follow all parking standards.
- f. Battery Energy Storage Systems are prohibited as an accessory use unless granted permission by the Fire Marshal.

Section 17.08.030 Principal Use Standards

Where applicable, principal uses are required to comply with all use standards of this section, whether a permitted or special use, in addition to all other regulations of this Ordinance.

BB. Solar Farm

1. Systems, equipment, and structures are limited to the maximum height of the district.
2. All solar farm structures must meet the district setbacks.
3. No grid tied photovoltaic system may be installed until evidence has provided that the owner has been approved by the utility company to install the system.
4. The facility owner and operator must, at their sole expense, complete decommissioning of the solar farm within one year after the end of the useful life of the solar farm. The solar farm is deemed to be at the end of its useful life if it is abandoned for a period for 180 days or more. Decommissioning includes removal of all solar equipment. Decommissioning includes removal of solar arrays, structures, private roads or driveways, and foundations, and any other element constructed by facility owner or operator for the purpose of maintaining or operating the solar farm.

Section 17.08.050 Use Definitions

All uses within Table 17.08-1 are defined in this section. Certain uses are defined to be inclusive of many uses. When a use meets a specific definition, it is regulated as such and is not regulated as part of a more inclusive use category.

Solar Farm. An energy system operated by a public, private, or cooperative company for the generation, transmission, distribution, storage, or processing of solar energy for the purposes of heating and cooling, electricity generation, and/or water heating.

Section 17.09.030 Accessory Structures and Uses

All accessory structures and uses are subject to the requirements of this section and the permitted encroachment requirements of Section 17.09.040. Additional accessory structures not regulated in this section may be regulated in Section 17.09.040.

S. Solar Panels

1. General Requirements

- a. A solar panel may be building-mounted or freestanding.
- b. Solar panels must be placed so that concentrated solar radiation or glare is not directed onto nearby properties or roadways.

2. Building-Mounted Systems

- a. A building-mounted system may be mounted on the roof or wall of a principal building or accessory structure.
- b. On pitched roof buildings, the maximum height a roof-mounted solar panel may rise is 18 inches.
- c. On flat roofed buildings up to 40 feet in height, the roof-mounted solar panel system is limited to a maximum height of six feet above the surface of the roof. On flat roofed buildings over 40 feet in height, the roof-mounted solar panel system is limited to 15 feet above the height of such structure. Roof-

mounted solar energy systems are excluded from the calculation of building height.

d. Wall-mounted solar panels may project up to 2.5 feet from a building façade and must be integrated into the structure as an architectural feature.

3. Freestanding Systems

a. A freestanding system is allowed in all yards. In the front or corner side yard, the system but must be six feet from any lot line.

b. The maximum height of a freestanding system is ten feet, except in the front or corner side yard where it is limited to four feet.

4. Co-Location

Solar panels may be co-located on structures such as wireless communication towers and light poles.

Section 17.08-1: Use Matrix

PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD
Solar Farm												P				P	P		S		P	Sec. 17.08.030.BB



Date: May 8, 2025

To: City Council

From: Laura Berkley, Development & Planning Administrator

Subject: Moratorium on Solar Farms and Freestanding Solar Panels

Several questions were raised at the Committee of the Whole on May 7, 2025 regarding the proposed moratorium on Solar Farms and freestanding solar panels. I would like to provide further clarification on this matter.

What is the purpose of the moratorium?

Moratoriums are a tool local government can use to pause any new actions or approvals. The City typically places moratoriums for six months to provide staff the necessary time to conduct research and present findings to both the Council and Plan & Zoning Commission for ordinance change consideration. Moratoriums provide the benefit of a clean transition of any potential code changes. It is important to clearly state the date of the end to the moratorium for both staff enforcing the moratorium and the public on when items can be submitted for review and under what codes they will be reviewed.

A similar example of the use of a moratorium within the City of Davenport occurred in late 2023 to allow staff the time to review and propose new regulations associated with billboards. Within the six-month moratorium, the City was able to successfully research and draft new code language, which was adopted in June of 2024.

What caused the request for the moratorium?

The zoning code currently allows for freestanding solar panels as an accessory to a Principal Use. This includes the ability to install the freestanding solar panels in front and corner yards. While freestanding solar panels as an accessory use are rare in the City of Davenport, a recent installation sparked citizen complaints and further discussion between staff, Administration, the Community Development Chair and Co-Chair and a request from the Plan & Zoning Chair to reassess the current code. A photo of the installation has been included in this memo. Please note: The installation was not installed as proposed in the plans and does not meet the required code for both

setbacks and maximum height. This specific violation is currently being addressed. The contractor will be installing the panels on the roof. However, several questions and concerns remain on how freestanding solar panels should be regulated moving forward.



In addition, Planning staff have received multiple requests for information on Solar Farm regulations. This is due to several recent and proposed high energy users developing within the City. Additionally, during this legislative session at the State, there was a bill to make community solar farms more feasible. The increase in interest in solar farms has sparked internal conversations on whether the current code provides the framework necessary to handle multiple large scale solar farm requests. For example, Solar Farms are currently allowed on land zoned Agriculture with a Special Use. There are no specific parameters or directions for the Zoning Board of Adjustment to determine under what circumstances Solar Farms are appropriate in this district or when to grant or deny a special use. Peer communities have regulations on what type of agricultural land can be used for solar farms.

What specifically is subject to the moratorium?

There are two components to the moratorium: Solar Farms as a principal use and freestanding solar panels as an accessory use.

Solar Farm as a principal use is: An energy system operated by a public, private, or cooperative company for the generation, transmission, distribution, storage, or processing of solar energy for the purposes of heating and cooling, electricity generation, and/or water heating.

Solar panels can also be an accessory to another use such as a home or business. The most common form of solar panels as an accessory use are building-mounted panels. This is typically a system installed on a roof. Building-mounted systems are not a part of the moratorium. The moratorium is specific to freestanding systems. This does not include solar panels located within the right-of-way. This also does not impact any existing freestanding solar.

Staff time for research and code review:

Staff will need time to research the solar industry, review state law, and conduct a peer review of solar regulations. The decision to do so is not taken lightly, and the discussion to move forward with this project was not initiated by any one member of the Council. The decision to research this topic area was made jointly by the Development & Neighborhood Services Director, the Development & Planning Administrator, and the Chair and Co-Chair of the Community Development Committee after a request from the Plan & Zoning Commission Chair. The decision was made after consultation with the City Attorney. The City Administrator had been informed of the decision before moving forward with a proposed moratorium.

City of Davenport

2025-197

Action / Date

5/14/2025

Department: City Council

Contact Info: Alderman Reinartz and Alderman Gripp

Subject:

Resolution placing a moratorium upon solar farms as a principal use and freestanding solar panels as an accessory use until November 14, 2025. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Recent inquiries into solar farms, as a principal use, and freestanding solar panels, as accessory structures, have spurred additional conversations and questions on how best to regulate solar moving forward. A six-month moratorium on new solar farms as a principal use and freestanding solar panels as an accessory use is requested in order to provide staff time to evaluate current regulations and propose any revisions if necessary.

It should be noted that building-mounted solar panels, commonly installed on roofs, are not subject to the proposed moratorium.

Attachments:

1. Resolution

Resolution No. 2025-197

Resolution offered by Alderman Gripp and Alderman Reinartz.

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

RESOLUTION placing a moratorium upon new solar farms as a principal use and freestanding solar panels as an accessory use until November 14, 2025.

WHEREAS, the City of Davenport regulates the uses, special uses, and accessory uses of its zoning districts; and

WHEREAS, recent freestanding solar panel installation and inquiries into solar farms has spurred additional conversations and questions on how to best regulate solar; and

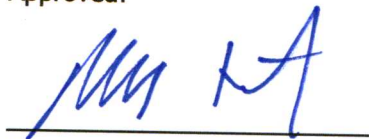
WHEREAS, the City of Davenport wishes to study best practices around the country; and

WHEREAS, this six-month period would allow time for code amendments to be vetted and proposed for adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a moratorium is hereby imposed upon new solar farms as a principal use and freestanding solar panels as an accessory use until November 14, 2025.

Passed and approved this 14th day of May, 2025.

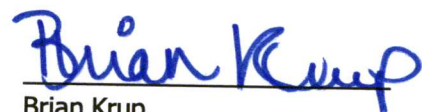
Approved:



Mike Matson
Mayor



Attest:



Brian Krup
Deputy City Clerk

Industry Comments on Proposed Solar Ordinances

My name is Ryan Kopf and I am a Davenport resident, I live on Brady Street. I am writing to you to provide comments on upcoming proposed solar power ordinances.

As both a local resident and the owner of Iowa Solar, I strongly encourage the council to adopt rules that expand, rather than restrict, the opportunities for Davenport families and businesses to access clean energy.

Free-standing solar arrays, when done responsibly, can be an important tool for homeowners who may not have ideal roof conditions, yet still desire clean energy. Limiting them to backyards only, or tying them strictly to building footprints, could make solar impossible for many residents whose homes face the wrong direction, are shaded by trees, or simply lack the roof space to support a sufficient system.

Benefits of Solar

Before we get into ordinance specifics, I would like to highlight some of the key benefits of solar power:

- Solar improves grid stability, especially during summer peaks when air conditioning drives demand. It helps reduce strain and lowers the risk of outages.
- Solar provides real savings for families, lowering monthly electric bills and protecting against utility rate hikes.
- Solar is silent and clean—it produces no noise, no smell, and no pollution. Panels generate power passively for decades with minimal maintenance, without disturbing neighbors.

Addressing Common Misconceptions

There are also some misconceptions about solar that deserve clarification:

- “Solar owners get the grid for free.” In reality, all solar customers pay a monthly service fee (around \$30 with MidAmerican) to remain connected, contributing directly to maintaining electric lines and infrastructure.
- “Solar only benefits wealthy homeowners.” In truth, distributed solar reduces strain on the grid for everyone and improves reliability during peak hours, creating community-wide benefits.
- “Solar hurts property values.” Panels are silent, emission-free, and unobtrusive. In many communities, visible solar has actually improved neighborhood appeal by signaling sustainability and forward progress.

Community-Scale Solar

Davenport also has a chance to lead in community-scale solar. Projects over parking lots, neighborhood gardens, or unused parcels of land make renewable energy accessible to renters, lower-income households, and those who cannot install solar themselves. These projects build resilience, reduce costs, and keep energy dollars circulating locally rather than leaving the community.

Recommendations for the Ordinance

- A 10-foot height limit is reasonable; there is no practical need for taller systems in residential settings. Even 9.5 ft would be reasonable.
- Comments have been made suggesting that solar should go over parking lots. Including an exception to this height limit for parking lot solar may be wise.
- Instead of restricting arrays to “backyards,” which can be difficult to define, consider a 10–20 foot setback from the street as a fairer and more flexible guideline.
- Low-to-the-ground solar systems (under 3.5 feet) are highly efficient and unobtrusive. These pair well with landscaping or gardens and can actually improve curb appeal. We recommend an exemption for these small-scale, low-profile systems. Example: Low-profile solar array - https://www.youtube.com/watch?v=MoENU_3W2Ks
- It's unreasonable to set solar array size based on the home size without also factoring in lot size. If a small home sits on a quarter-acre, there's no sense in not factoring in lot size to the requirement. Especially if people are trying to build tiny-but-fully-efficient homes. People should be allowed the right to power small homes fully with solar, and a home-size-ratio-restriction does not make that possible.

Suggested ordinance language might read:

“Residential free-standing solar arrays shall not exceed 10 feet in height, unless part of an engineered parking-covering structure. Arrays under 3.5 feet in height shall be permitted with no restrictions other than standard setback requirements. Free-standing arrays over 3.5 feet shall be permitted provided they are set back at least 10 feet from the primary street frontage.”

Economic Development

Solar is not just about sustainability—it is about jobs and investment. Every new array means local work in installation, maintenance, and supply. Restrictive rules risk pushing investment to neighboring communities, while supportive rules will allow Davenport to attract clean-energy businesses, innovation, and skilled workers.

Thank you for your consideration.

Sincerely,

Ryan
Iowa Solar
info@iowasolar.com



Date: November 7, 2025

To: City Council

From: Laura Berkley, Development & Planning Administrator

Subject: Solar as a Special Use

I have compiled the following information at the request of Council at the November 5, 2025 Committee of the Whole. If you have any additional questions or need additional information, please let me know.

The proposed solar ordinance amendments lists Utility-Scale Solar (Solar Farms) as a Special Use in Light Industrial (I-1), Heavy Industrial (I-2) and Agricultural (AG) zoning districts. The proposed Special Use adds a higher level of oversight, transparency, and an opportunity to potentially restrict or deny proposed solar development.

The listing of a use as a Special Use in the Use Matrix does not constitute an assurance or presumption that the use will be approved. Each petition is evaluated on an individual basis, stands on its own merits, and does not set precedent for future decisions.

What is the Zoning Board of Adjustment?

The Zoning Board of Adjustment (ZBA) is a 5-member board that are appointed by the Mayor with approval of the City Council. Board members serve 5-year staggered terms and receive no compensation. The ZBA holds public hearings and makes final decisions on special use, hardship variance and zoning appeal applications. The ZBA functions as an apolitical body with decision authority.

What is a Special Use?

The Zoning Code divides the City into districts. Within each district, the use of land and structures are substantially uniform. However, certain uses which, because of their unique characteristics, cannot be permitted in a particular district(s) without

individual consideration of the impact of those uses on neighboring land and their public need for the particular use at that location. Special Uses allow for the process of higher level of review. In the Zoning Use Matrix, Special Uses are listed as “S”.

Special Use Approval Standards

ZBA must make findings to support each of the following conclusions:

1. The establishment, maintenance, and operation of the proposed special use will not endanger the public health, safety, or welfare.
2. The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and adopted land use policies.

While Council does not have direct review and approval of Special Uses, Council impacts the Zoning Board of Adjustment in a few ways:

- Council approves appointments to the Board.
- Providing direction to the Board by adopting land use policies such as the Comprehensive Plan and other planning documents.
 - The West Davenport Land Use and Infrastructure study is underway. The area of the study is roughly Locust Street to Kimberly Road and Fairmount Street to 110th Avenue and provides opportunity to formally state that it is not Council’s intention to encourage solar in this area.
- Council can contact staff to discuss specific concerns they have or have received from property owners.

An Overview of the Special Use Application Process

- An applicant reaches out to staff with their request for a Special Use. A pre-application meeting is required.
- The applicant submits their application. A site plan is required with the application. Proposals that require construction or major redevelopment must have cross-disciplinary review by Building, Fire, Engineering, Natural Resources and Planning. When appropriate Police is also contacted for their review and comments.
- Upon application, staff publishes a public hearing notice in the Quad City Times. Notice of the public hearing is also mailed to property owners within 200 feet of the subject property. The letter is provided to the Ward Alderperson, both At-Large Alderpeople, the Mayor, and City Administrator. When feasible signs are also placed at the subject property. Any public

comments received are provided to the Board. If any questions are received from the public, staff will address them.

- A Staff Report is created explaining the request, the location, any necessary context, the petitioner's responses to the questions in the application, and staff's analysis of the approval standards. If additional conditions or restrictions are necessary to mitigate impacts to public health, safety and welfare, staff can propose those as part of the staff report. Staff can also recommend denial of the request if the proposal does not meet the Approval Standard. Staff reports are included in the agenda packet, which is published the week before the meeting.
- At the meeting, the ZBA hears the case which includes a full presentation from staff and the petitioner. Members from the public are permitted to speak in favor or against the petition. The Board can weigh public comment in their decision making.
- The Board reviews the petition utilizing the approval standards set forth in the Zoning Code. The Board may approve a petition as proposed, approve with conditions, deny or postpone to a later meeting for further consideration. The Zoning Code specifically states that the ZBA may impose conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection of the public health, safety and welfare. The Appeal of Board decisions are made to the judicial court.

Alternative regulatory pathways

Staff is coordinating with the Legal Department to provide Council with additional information regarding alternative regulator options. This analysis will require additional time to ensure that the information presented is complete and accurate. An update will be provided to Council as soon as feasible.



Potential Solar Areas By Zoning



Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay

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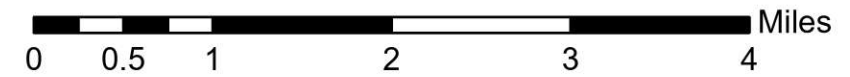
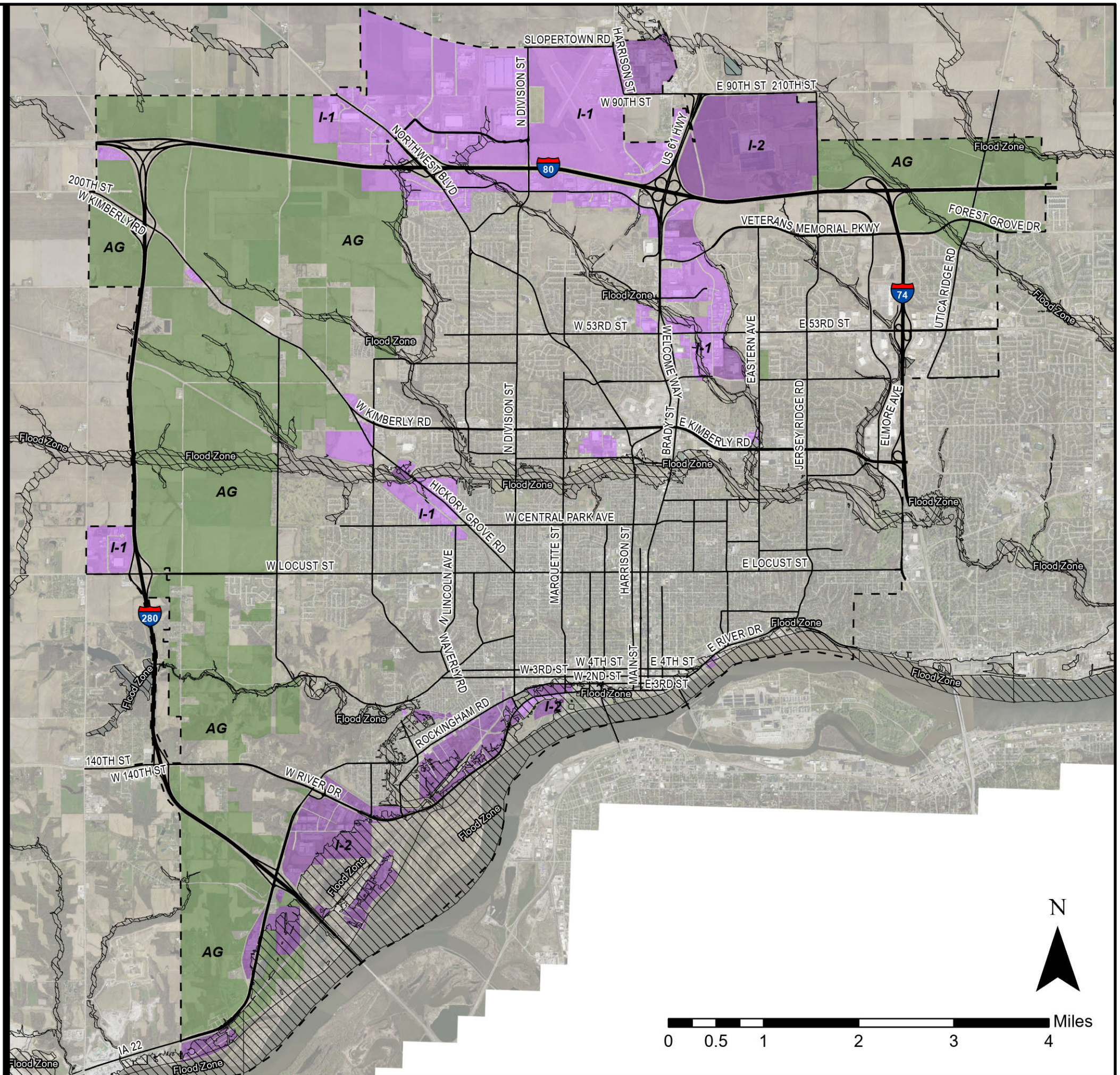
Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



Ward 1

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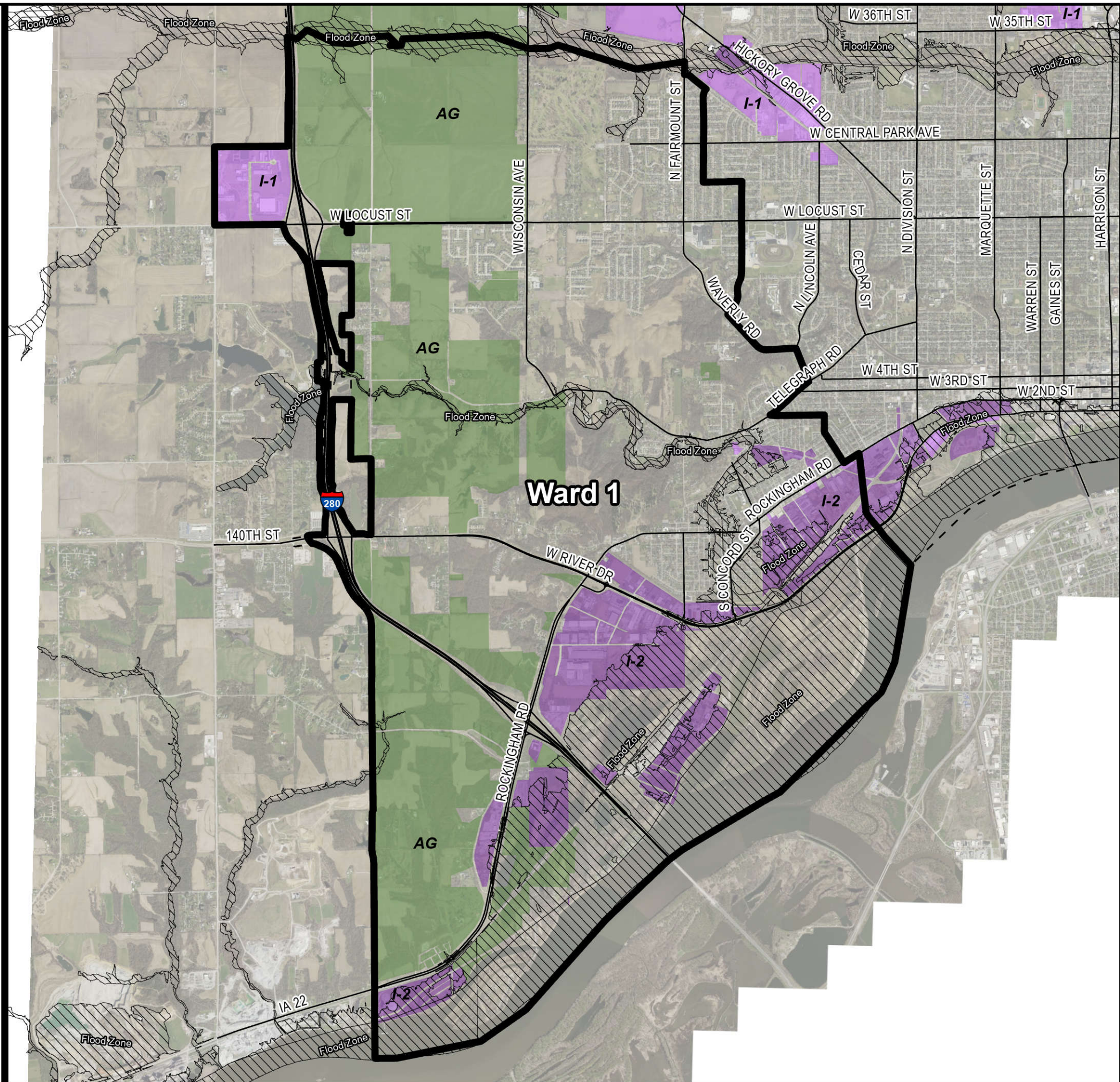
Zoning Districts

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-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



Ward 2

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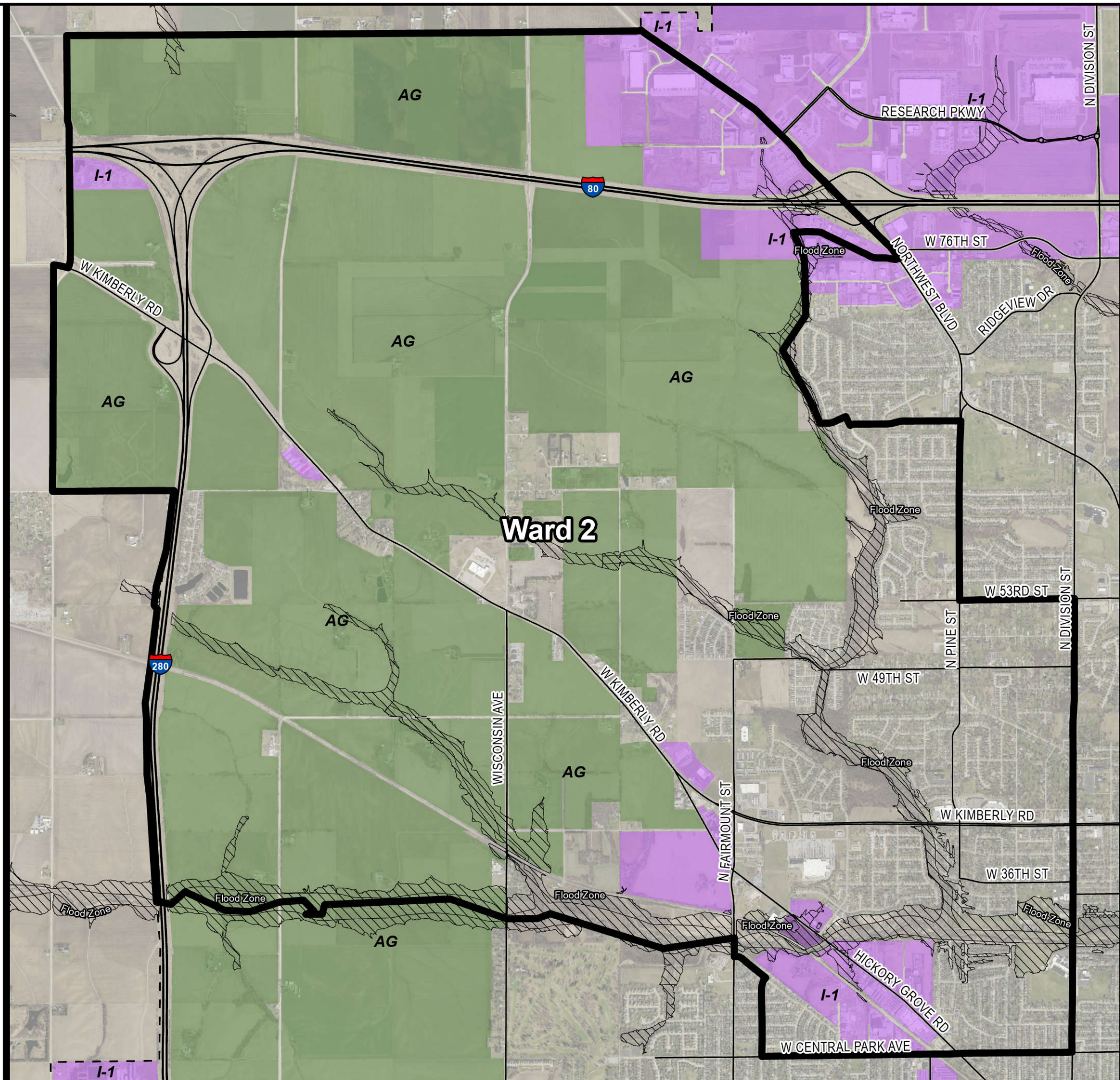
Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



Ward 3

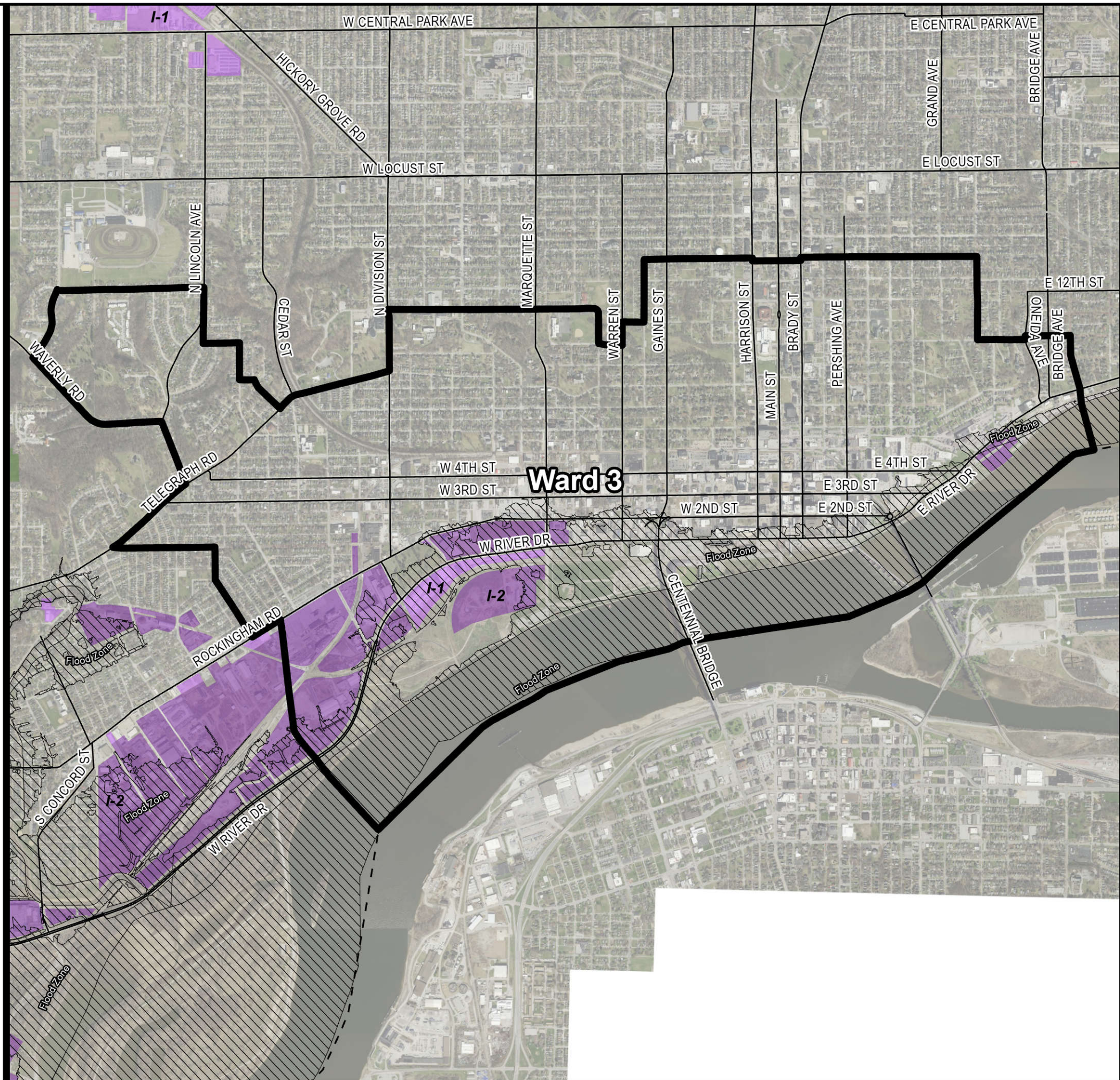
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Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



Ward 4

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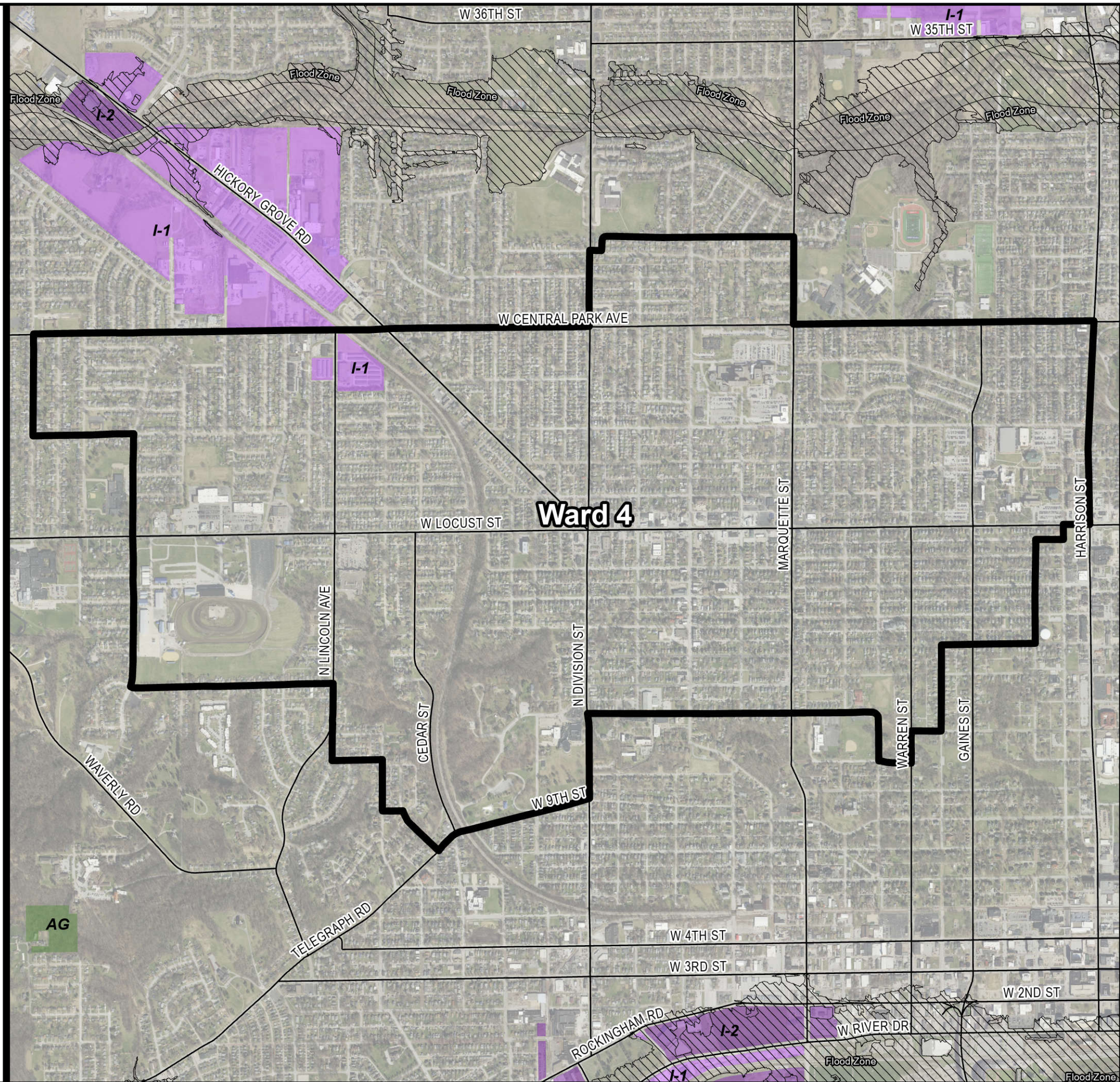
Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025





DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



Ward 5

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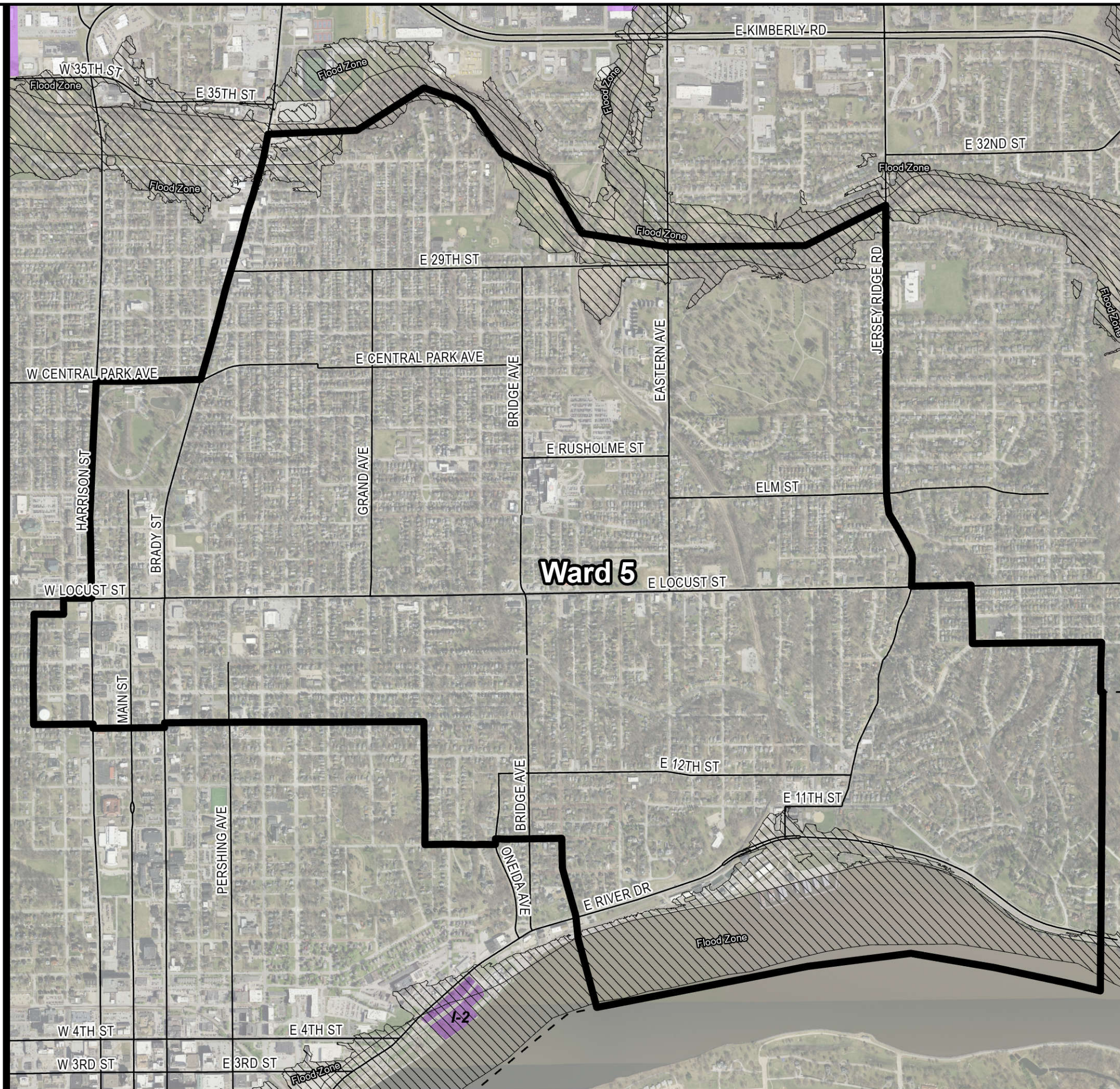
Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



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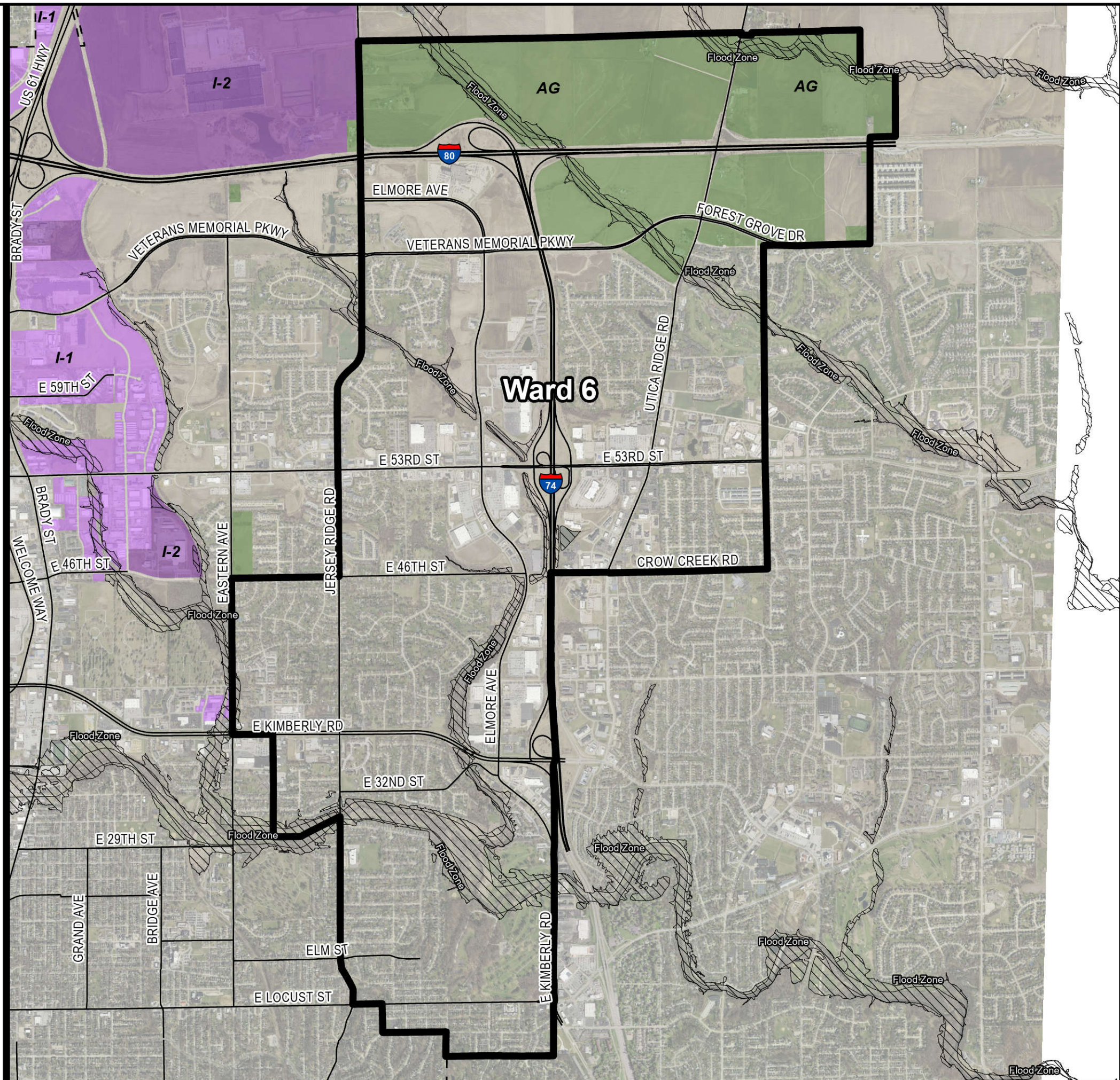
Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay

Ward 7

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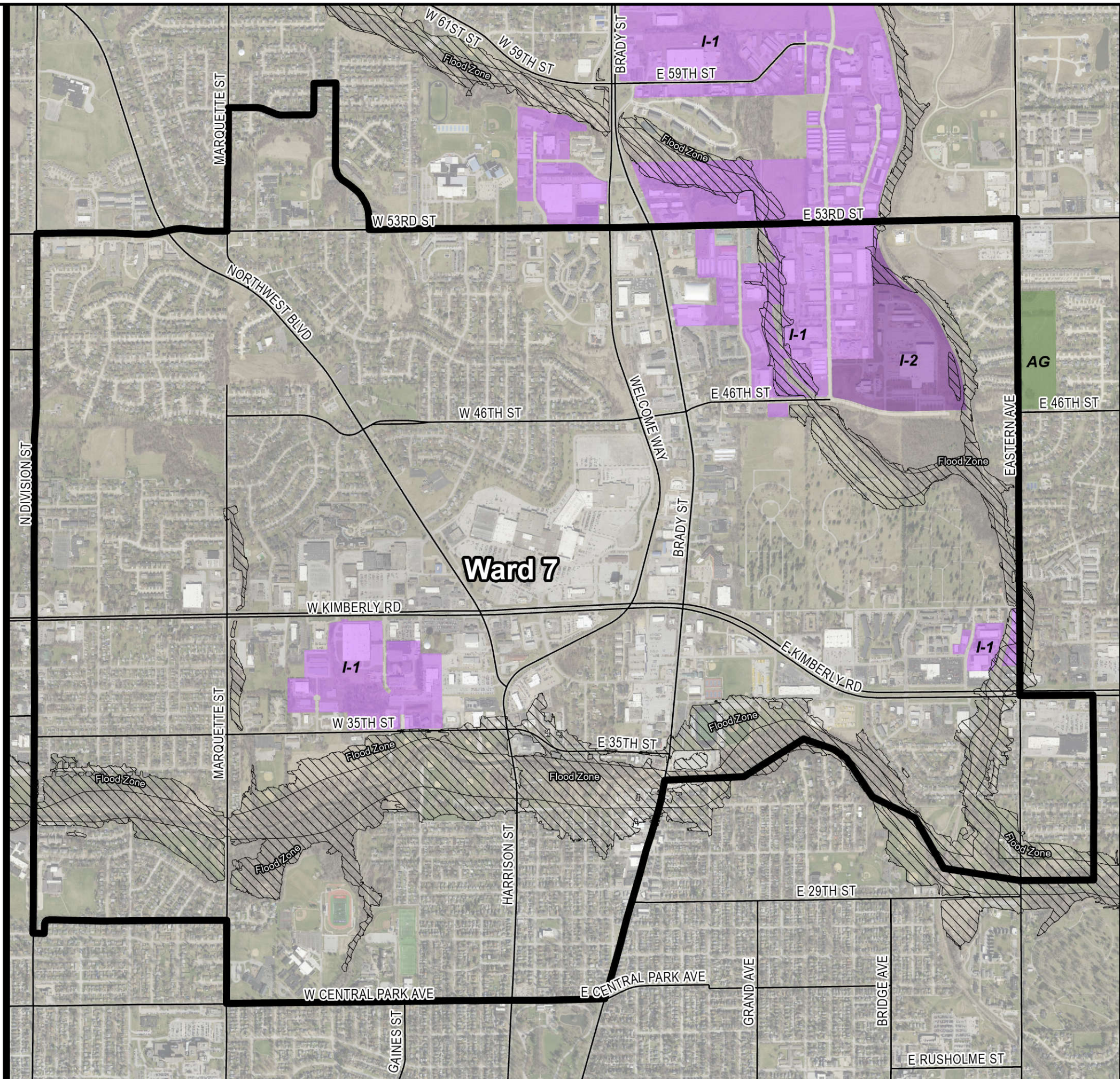
Zoning Districts

- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE
- City Limit (Davenport)

Map Date: 11/6/2025





Potential Solar Areas By Zoning

Zoning Districts where Utility-Scale
Solar may be allow by Special Use with
Floodplain Overlay



Ward 8

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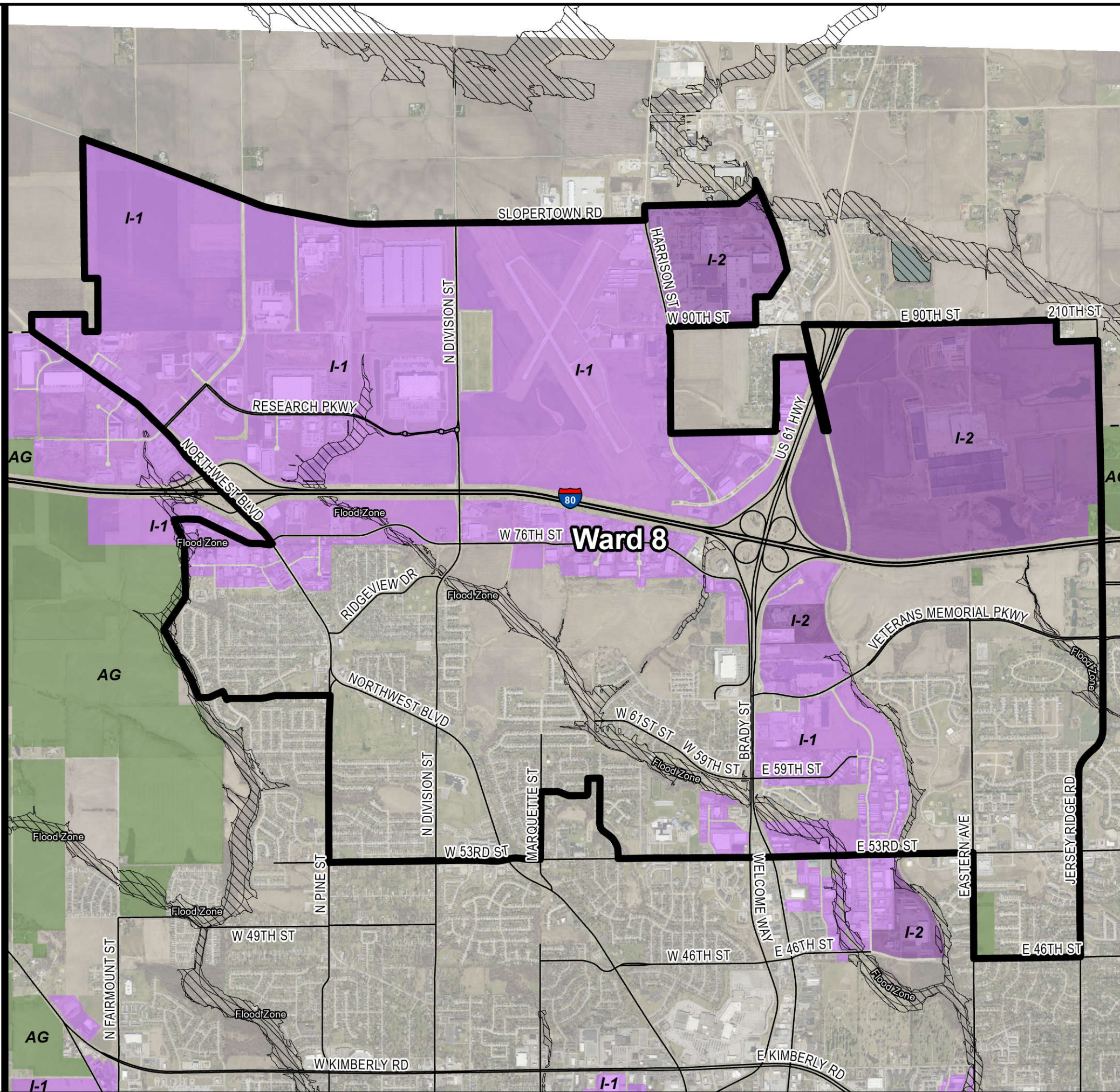
Zoning Districts

-  I-1 Light Industrial Zoning District
-  I-2 Heavy Industrial Zoning District
-  AG Agricultural Zoning District

Flood Hazard Areas

-  Floodway or Flood Zone AE
-  City Limit (Davenport)

Map Date: 11/6/2025



City of Davenport

Department: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
6/3/2026

Subject:

Second Consideration: Ordinance for Case REZ26-03 being the request of Be Tran to rezone 1703 North Division Street from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]

Recommendation:

Consider the Ordinance.

Background:

The subject property is zoned R-4C Single Family and Two-Family Central Residential District. The site is currently a single-family home. The purpose of the rezoning to C-1 Neighborhood Commercial District is to open a nail salon in the existing structure and install signage for the proposed business. The applicant is proposing a Zoning Map Amendment because their plan exceeds the regulations for home-based businesses.

Why is a Zoning Map Amendment Required?

The City does not allow a commercial business to operate in a residential district unless it can comply with the City's and State's regulations for home-based business. State of Iowa Code 414.33 states that a city shall not prohibit a no-impact home-based business. However, the city can establish reasonable regulations for home-based businesses (aka zoning and licensing regulations). Staff believe that the applicant does not meet the standards for home-based business or no-impact home-based business due to the applicant's desire for a sign and the structure will not be a home for the applicant.

Plan & Zoning Commission Recommendation

At its May 5, 2026, meeting, the City Plan and Zoning Commission voted to forward Case REZ26-03 to the City Council with a recommendation for approval subject to the listed findings and condition.

Findings

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Node and Urban Corridor.
2. The proposed zoning map amendment to C-1 Neighborhood Commercial District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates limited new nonconformities.

Condition

1. A minimum of two clearly delineated parking stalls shall be provided on the property.

The staff report from the May 5, 2026, Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Plan and Zoning Commission Staff Report
3. Application
4. Maps
5. Letter of Support
6. Public Notice-Committee of the Whole
7. Public Notice-Plan & Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ26-03 BEING THE REQUEST OF BE TRAN TO REZONE 1703 NORT DIVISION STREET FROM R-4C SINGLE-FAMILY AND TWO-FAMILY CENTRAL RESIDENTIAL ZONING DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT.

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

Section 1. The following described units of Scott County, Iowa real estate are hereby rezoned to "C-1 Neighborhood Commercial District."

The West 1/2 of Lot 12 in Block 13 in Sturdevant's Map of Town Lots (or First Addition) to the City of Davenport, Iowa.

Commonly known as: 1703 N. Division Street, Davenport, IA 52804, Parcel H0005-12.

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

Findings

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Node and Urban Corridor.
2. The proposed zoning map amendment to C-1 Neighborhood Commercial District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates limited new nonconformities.

Condition

1. A minimum of two clearly delineated parking stalls shall be provided on the property.

Section 3. At its May 5, 2026, meeting, the City Plan and Zoning Commission voted to forward Case REZ26-03 to the City Council with a recommendation for approval subject to the listed findings and condition.

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: Development & Neighborhood Services
Contact Info: Matthew Reu | 563-888-2221

Action / Date
5/5/2026

Subject:

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]

Recommendation:

Staff recommends Case REZ26-03 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Node and Urban Corridor.
2. The proposed zoning map amendment to C-1 Neighborhood Commercial District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates limited new nonconformities.

Conditions:

1. A minimum of two clearly delineated parking shall be provided on the property.

Background:

The subject property is zoned R-4C Single Family and Two-Family Central Residential District. The site is currently a single-family home. The purpose of the rezoning to C-1 Neighborhood Commercial District is to open a nail salon in the existing structure and install signage for the proposed business. The applicant is proposing a Zoning Map Amendment because their plan exceeds the regulations for home-based businesses.

Why is a Zoning Map Amendment Required?

The City does not allow commercial business to operate in a residential district unless it can comply with the City's and State's regulations for home-based business. State of Iowa Code 414.33 states that a city shall not prohibit a no-impact home-based business. However, the city can establish reasonable regulations for home-based businesses (aka zoning and licensing regulations). Staff believe that the applicant does not meet the standards for home-based business or no-impact home-based business due to the applicant's desire for a sign and the structure will not be a home for the applicant. The following briefly describes the State's regulations for home-based business and the City's ordinance.

IA Code 414.33: No-impact home-based business applies to businesses of the following traits:

1. Total number of onsite employees and clients do not exceed occupancy limit for the residential property
2. The activities are characterized as:
 - a. Limited to the sale of lawful goods and services
 - b. Activities do not generate on-street parking or a substantial increase in traffic through the residential area.
 - c. Activities occur inside the residential dwelling or in the yard of the residential property
 - d. The activities are not visible from the an adjacent property or street.

Staff believe the proposed nail salon will not meet no-impact home-based business. The proposed nail salon will increase traffic through the residential area, generate on-street parking, and a sign will be visible from the street.

The City of Davenport permits and regulates home businesses through Title 17 Zoning, 17.09.030.L Home Occupation. The following list some of the ordinances that would hamper the proposal should it be a home-based business.

1. Home occupations are permitted in any dwelling unit as an accessory use provided that this use is clearly incidental and secondary to the primary use of the dwelling for residential purposes and does not change the character of the dwelling unit or adversely affect the surrounding residential district of which it is a part.
 2. A member or members of the immediate family occupying the dwelling and no more than one person who is not a resident member of the immediate family may be in the home at any given time to work in connection with the home occupation.
 3. Home occupations of an office or service-related businesses with client visits are limited to one client at a time per home occupation in the structure.
 - a. For purposes of this section, client means one or more persons meeting with for the office or service-related business home occupation.
 - b. For the purposes of this section, client does not mean regular meetings of sales associates or a similar category of employee.No alteration of the principal building may be made that changes the residential character of that dwelling.
 4. No alteration of the principal building may be made that changes the residential character of that dwelling. Displays or activities that indicate from the exterior that the structure is being used, in part, for any purpose other than that of a residence are prohibited.
8. The home occupation cannot create greater vehicular or pedestrian traffic than is average for a residential area. The home occupation and any related activity must not create any traffic hazards or nuisances in public rights-of-way.

In summary, the Applicant's proposal do not fit the character of a home-based business and are therefore proposing a Zoning Map Amendment to C-1. The applicant does not fit the character because of their desire for a sign and to have the primary use as a business and not a home.

Comprehensive Plan:

1. Within Existing Urban Service Area: Yes
2. Within Urban Service Area 2035: Yes

Future Land Use Designation:

The subject property is currently designated as a part of a Commercial Node along a Urban Corridor in the Davenport +2035 Future Land Use Map.

1. Commercial Node (CN): Clusters of generally more intense uses found either along existing Urban Corridors or along or at the intersection of major streets in newly developed areas. CN areas may contain commercial uses somewhat more intense than uses found elsewhere on Urban Corridors, as well as higher density residential uses and office and service businesses. CN should serve a population of about 5000 people within 1/2 mile. Ideally, CN areas should be architecturally integrated, and designed to serve all modes of transportation. Pedestrian connections to the neighborhoods they serve are important. Therefore, master planning and customized zoning provisions for new CN areas should occur before development or redevelopment occurs.
2. Urban Corridor (UC): Generally established corridors along major streets marked by mixed-use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.

Zoning:

1. R-4C Single Family and Two-Family Central Residential District: The R-4C Single-Family and Two-Family Central Residential Zoning District is intended to preserve and protect Davenport's dense, centrally located, established urban residential neighborhoods. Standards of the R-4C District are intended to ensure that new development is complementary to the existing developed character of these neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-4C District.
2. C-1 Neighborhood Commercial District: The C-1 Neighborhood Commercial Zoning District is intended to provide for commercial uses that predominantly serve the needs of nearby residential neighborhoods, and that are compatible in scale and character with the surrounding residential area. Low intensity mixed-use is encouraged.

Technical Review:**Approval Standards for Map Amendments (Chapter 17.14.040)**

The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and

Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Staff Response: The property is designated as a Commercial Node (NC) and a Urban Corridor (UC) in the Davenport +2035 Land Use Plan. The combination of land use categories is intended to to (1) cluster more intense uses along intersection of major streets and (2) establish mixed-use development adjacent to residential neighborhoods. UC are generally built-out, vary in character across the city, and change slowly over time. 5-Points intersection is a busy commercial node along two main streets, two existing mixed-use corridors. Staff do not believe an amendment to the Comprehensive Plan is required. It is staff's opinion that the proposed rezoning to C-1 Neighborhood Commercial is consistent with the Comprehensive Plan.

The compatibility with the zoning of nearby property.

Staff Response:

The following zoning districts abut the subject property:

North: C-1 Neighborhood Commercial District

South: C-1 Neighborhood Commercial District

East: R-4C Single-Family And Two-Family Residential District

West: C-1 Neighborhood Commercial District

Rezoning the subject property to C-1 Neighborhood Commercial District continues compatibility with the surrounding businesses and the nonconforming parking lot in the R-4C District to the East. 5-Points intersection is an established commercial node. Further introducing more low density commercial development into a commercial node will likely not result in land use conflicts. It is staff's opinion that the proposed zoning map amendment is compatible with the surrounding commercial node and corridor.

The compatibility with established neighborhood character.

Staff Response: The established character consists of a developed and slowly expanding commercial node and single-family homes. Businesses in the immediate vicinity include Hardee's, G & G Retailers, Quad City Bank, and DG Market. The proposed application of a nail salon at the subject property serves as a transition from intensive commercial to residential neighborhoods. It is staff's opinion that the proposed zoning map amendment enhances the established neighborhood character.

The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

Staff Response: The applicant is requesting a map amendment to a low-density commercial designation. Staff received a comment from a letter of support requesting information about traffic impacts at W 17th St and N Division St and if any mitigations will be needed for accidents. The Engineering Department responded stating that N Division St sees approximately 16,300 cars a day. And a nearby intersection on W 17th and Sturdevant St sees approximately 850 cars a day. It is likely that the nail salon along W 17th St would experience 850 cars driving by. Engineering stated that the intersection of W 17th St and N

Division St does experience an unusually high number of crashes than comparable intersections. However, no mitigations will be needed. The nail salon is expected to generate 1 to 2 trips per day and 4-5 trips per hour on Saturday. There is room for 5 more vehicles to park on the North side of W 17th St. Additionally, no reconstruction is planned for W 17th St or Division St. Therefore, staff believe that the proposed nail salon requires minimal change to the site, resulting in staff's opinion a transitional space from more intense commercial activity to a single-family neighborhood. The change of use would provide minimal additional burden from traffic or noise on the surrounding residential neighborhood.

The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Staff Response: The property is presently zoned R-4C Single-Family and Two-Family Residential District. This district prohibits commercial activity as the principal use. Any commercial activity in this district is accessory to the principal use, also called a home business. Rezoning the subject property will enable commercial activity to become the primary use. It is staff's opinion that the proposed zoning map amendment will enable the property to be developed in a manner consistent with the adjacent development.

The extent to which the proposed amendment creates nonconformities.

Staff Response: If rezoned to C-1 Neighborhood Commercial District, the 0.10-acre property would be able to conform to the district dimensional standards. The subject property would be nonconforming in its buffer yard to the residential zoned property to the East. Uses in C-1 do not require parking. The existing parking, a legal nonconforming gravel driveway, can continue to be unchanged. It is staff's opinion that the proposed zoning map amendment will create nonconformities on the subject property. Staff determined that no conditions need be applied to rectify the nonconformities.

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of the April 13th neighborhood meeting and the April 14th Plan and Zoning Commission Public Hearing. The neighborhood meeting was held at the subject property. No members of the public attended the neighborhood meeting. One written comment in support of the rezoning have been submitted.

Attachments:

1. Maps
2. Letter of Support
3. Application



CITY OF DAVENPORT
 Development & Neighborhood
 Services – Planning
 1200 E. 46th ST
 Davenport, IA 52807

Office 563.326.6198
 planning@davenportiowa.com

APPLICATION FOR
REZONING
 (MAP AMENDMENT)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
3/17/26	3/17/26	4/14/26

PROJECT TITLE

SITE ADDRESS OR GENERAL LOCATION DESCRIPTION
 1703 N Division St

NEIGHBORHOOD MEETING DATE / TIME / LOCATION
 4/13 1703 N Division

ZONING DISTRICTS	EXISTING	PROPOSED	SQ. AREA
	R-4C	C-1	

COMPLETE SUBMITTALS SHALL INCLUDE:	SUBMITTED
Concept/Development Plan	<input type="checkbox"/>
Authorization to Act as Applicant* *only needed if the Applicant is different than the owner	<input type="checkbox"/>
Legal Description* (bearing & distance) * shall include a MS Word or Text file	<input type="checkbox"/>
Legal Description Dimensioned Sketch	<input type="checkbox"/>
Application Fee* (REQUIRED) * (check payable to 'City of Davenport')	<input type="checkbox"/>

Land Area	Fee
Less than 1 acre	\$400
1 to less than 10 acres	\$750 plus \$25/acre
10 acres or more	\$1,000 plus \$25/acre

1 to 3 site notice signs are required based on lot size; \$10 each

PROJECT NARRATIVE: (submit separate sheet if needed)

Submit the first two pages of this form to Planning Staff at:
planning@davenportiowa.com or contact staff with any
 questions or requests for additional information.

APPLICANT INFORMATION

Applicant Name | Company Name
 Be Tran

Address
 1703 N Division St

City | State | Zip
 Davenport, IA 52804

Phone
 [Redacted]

Secondary Phone
 [Redacted]

E-Mail Address
 [Redacted]

Acceptance of Applicant
 I, the undersigned, certify that the information on this application to the best of my knowledge, is true and correct. I further certify that I have a legal interest in the property in question, and/or that I am legally able to represent all other persons or entities with interest in this property, and acknowledge formal procedure and submittal requirements.

In addition to the application fee, I understand I am responsible for attendance at each meeting on the public hearing/zoning calendar. The City reserves the right to require further site studies as necessary, such as a traffic study.

Be Tran
 Type Applicant's Name

[Redacted Signature] 3/17/26
 Applicant's Signature Date

DEVELOPMENT TEAM

Property Owner

Address

Phone Secondary Phone

E-Mail Address

Project Manager/Other

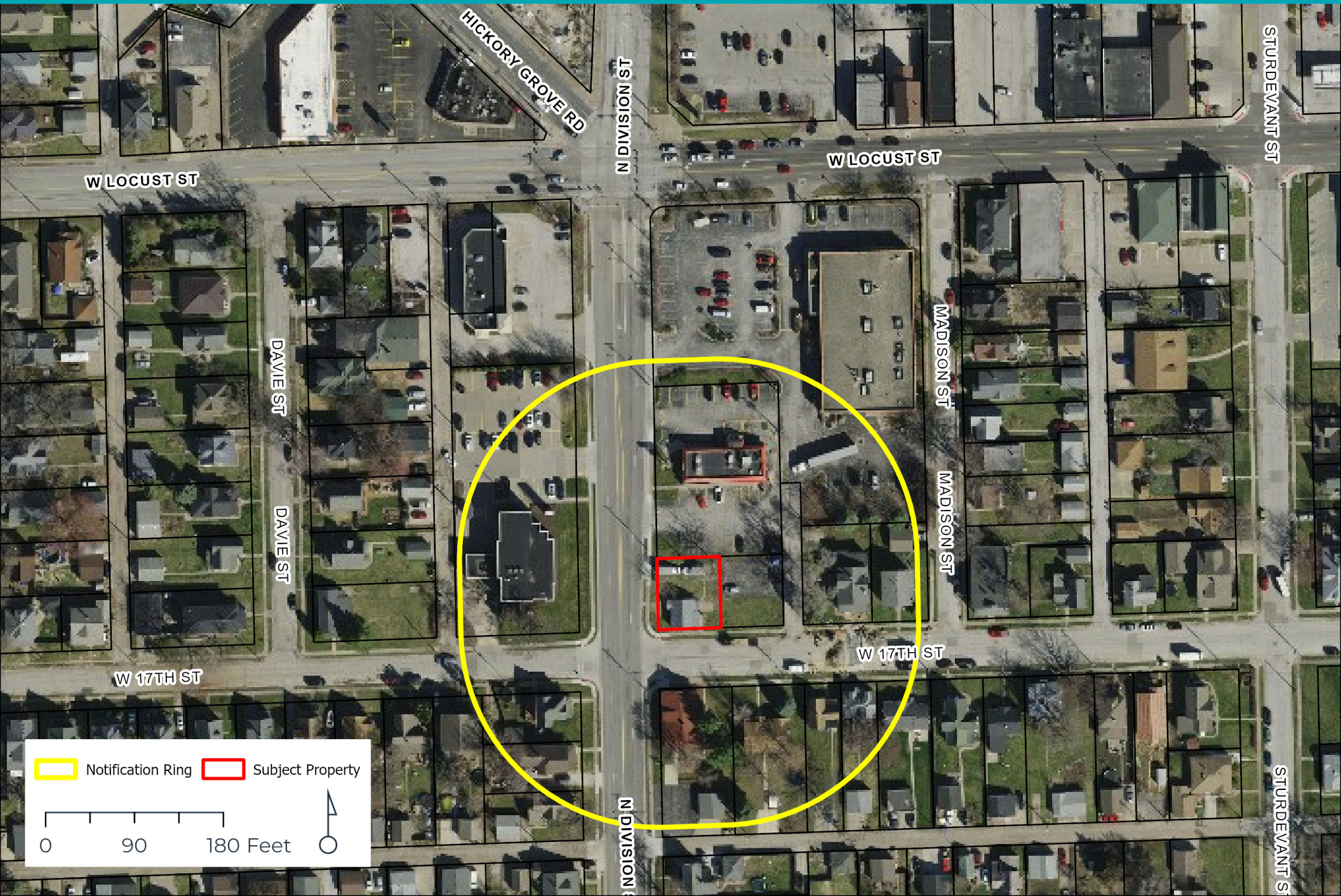
Address

Phone Secondary Phone

E-Mail Address

Public Notification | Case REZ26-03

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.



 Notification Ring  Subject Property

0 90 180 Feet




Vicinity Map | Case REZ26-03

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.




 Notification Ring
 Subject Property


0 50 100 Feet
 

Future Land Use Map | Case REZ26-03

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.



 Subject Property

0 90 180 Feet 

Zoning Map | Case REZ26-03

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.



 Subject Property

0 90 180 Feet



Subject:

[\[EXT\] Case REZ25-03 - Rezoning](#)

Sent:

[4/27/2026 9:30:57 AM](#)

Good morning,

I live at 1628 N Division St, Davenport IA 52804. I am excited for the homeowner at 1703 N Division St request to start a small business within their home at their location. My only major concern is parking, are they going to be parking on w 17th st near the current residence? Are they only going to be parking on the cement behind the residence which will only allow 3-4 vehicles at a time, are they expanding parking? If it gets busy during peak and rush hours on N Division St, is it going to cause congestion at that intersection due to the business running at that location?

I have lived at this location for many years and seen multiple accidents occur at the intersection of W 17th and N Division St, are they going to be told to turn into W 17th and exit back onto N Division St? Will the customers have to go down W 17th and go behind DG Market up Madison St or Sturdevant St towards Locust St? Are the customers going to be using the additional parking at the nearby businesses?

I am excited for the homeowner starting a business at their current location but I have concerns with parking and traffic. There are many drivers that come up the hill on the other side rather quickly and you are blind to it if you cross onto N Division St heading to the other side of W 17th St when N Division drivers are going northbound to the 5 points intersection. This has caused many accidents where I saw cars totalled, are the customers and current homeowner aware of this and will something be done to avoid this traffic congestion at that intersection?

Thank you,
Neighbor



PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

To: All property owners within 200 feet of the subject property located at 1703 N Division St

Committee of the Whole Public Hearing Meeting

Date: 05/20/2026

Time: 5:30 PM

Location: Community Room | Davenport Police Department | 416 North Harrison Street

What is this About?

This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Rezoning Request. The subject property is currently zoned R-4C Single-Family and Two-Family Residential District. The request is to rezone the property to C-1 Neighborhood Commercial District. The purpose is to open a 1-char nail salon at the property with a sign.

Request/Case Description

Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]

At its May 05, 2026 meeting, the Plan and Zoning Commission recommended Case REZ26-03 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Node and Urban Corridor.
2. The proposed zoning map amendment to C-1 Neighborhood Commercial District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates limited new nonconformities.

Conditions:

1. A minimum of two clearly delineated parking shall be provided on the property.

What are the Next Steps after the Neighborhood Meeting and Public Hearing?

The public hearing on the above matter is scheduled for 5:30pm or as soon thereafter on Wednesday, May 20, 2026 in the Police Department Community Room, 416 North Harrison Street, Davenport, Iowa.

Would You Like to Submit an Official Comment?

You may submit written comments on the above item or attend the public hearing to express your views, or both. Written comments may be sent via email to mayor.info@davenportiowa.com or mailed to the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the day of the public hearing.

All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145



Public Notification | Case REZ26-03

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.





PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 200 feet of 1703 N Division Street

Neighborhood Meeting

Date: 4/13/2026

Time: 5:00 PM

Location: 1703 N Division Street

Plan & Zoning Commission Public Hearing Meeting

Date: 4/14/2026

Time: 5:00 PM

Location: Council Chambers | City Hall | 226 West 4th Street

What is this About?

This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a request to rezone 1703 N Division Street from R4-C Single-Family and Two Family Central Residential District to C-1 Neighborhood Commercial Zoning District. The rezoning is proposed to facilitate the development of a nail salon in the existing house on 1703 N Division St. The rezoning is proposed to allow the owner to erect signage on the building.

The applicant is required to host a neighborhood meeting to address concerns of their neighbors. All stakeholders, property owners, tenants, business owners, and more are invited to 1703 N Division St to discuss with the owner about the proposed changes.

Requests/Case Descriptions:

Case REZ26-03: Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.

What are the Next Steps after the Neighborhood Meeting and Public Hearing?

The Plan and Zoning Commission will hold a formal public hearing at their meeting on April 14, 2026. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on May 05, 2026. The Commission's recommendation will be forwarded to the City Council, which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. For the specific dates and times of subsequent meetings, please contact the Development & Neighborhood Services Department.

Would You Like to Submit an Official Comment?

As a neighboring property owner, you may have an interest in commenting on the proposed request via email or in person at the public hearing. Send written comments to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to:

Planning, 1200 E 46th St, Davenport IA 52807.

All documents related to the meeting (agenda included) are at "Meeting Minutes & Agendas":
https://www.davenportiowa.com/government/meeting_minutes_agendas

Do You Have Any Questions?

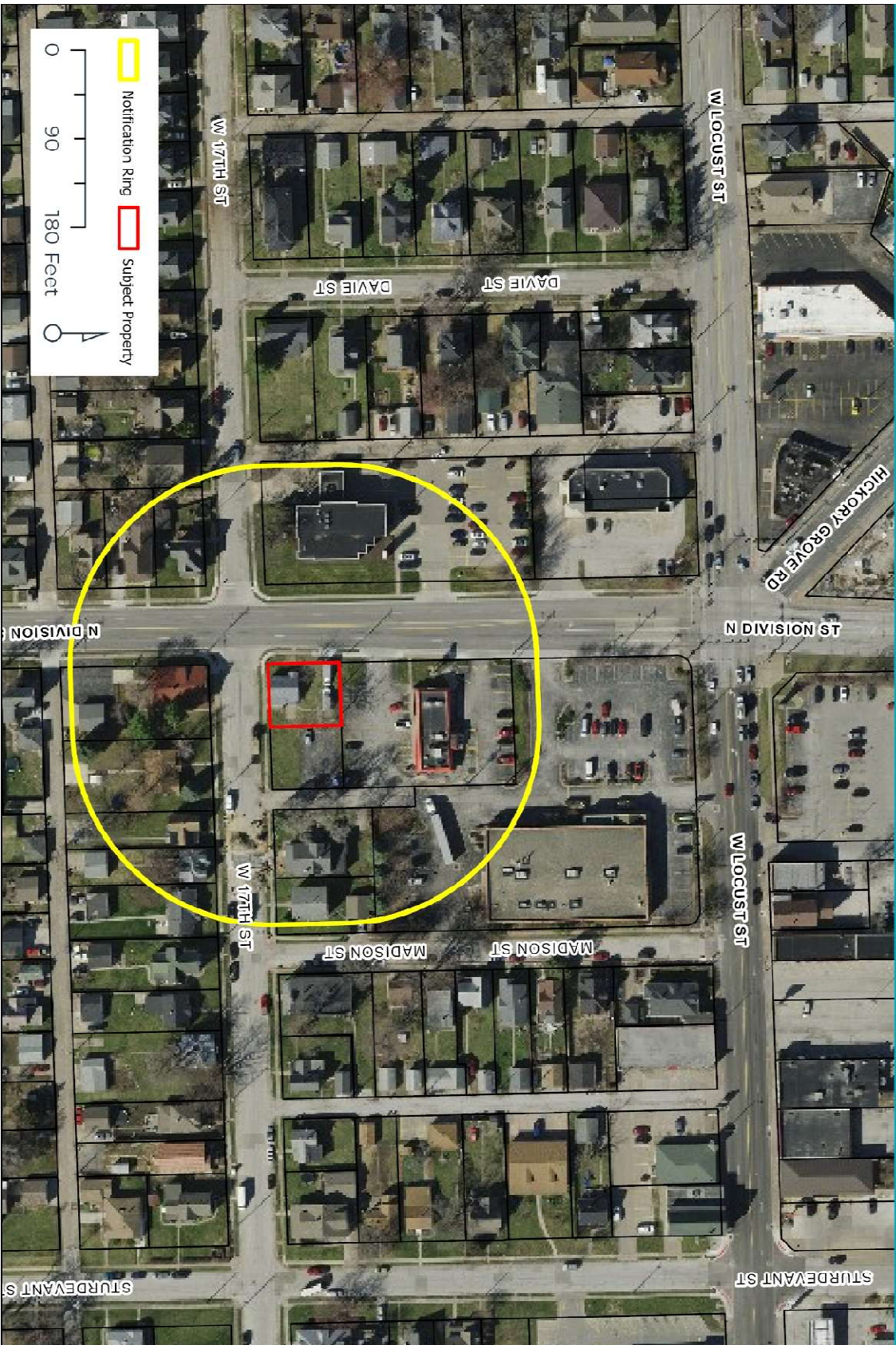
If you have any questions or if accommodations are needed for any reason, please contact the Development & Neighborhood Services Department at planning@davenportiowa.com or 563-326-6198. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested in verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com for updates.



DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Public Notification | Case REZ26-03
Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.





DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Vicinity Map | Case REZ26-03

Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.





DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Future Land Use Map | Case REZ26-03
Case REZ26-03: Request of Be Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.





DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Zoning Map | Case REZ26-03

Case REZ26-03: Request of 3e Tran to rezone 1703 N. Division St., from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District.



City of Davenport

Department: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
6/3/2026

Subject:

Resolution approving Case F26-07 being the request of Capreality 14-Village LLC for a final plat of Village Shopping Center Subdivision No. 4, a 2-lot subdivision on 23.21 acres located at 902 West Kimberly Road. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The applicant proposes a 2-lot subdivision to replat the Village Shopping Center. This subdivision creates an additional lot for a freestanding building, currently occupied by Furnish 123. The purpose is to facilitate the sale of the commercial center.

Plan and Zoning Commission Recommendation

The Plan and Zoning Commission reviewed Case F26-07 at its May 19, 2026, meeting and recommended approval subject to the listed findings and conditions:

Findings

1. The final plat conforms to the comprehensive plan Davenport +2035.
2. The final plat prepares the area for future development.
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements.

Conditions

1. That the surveyor sign the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Provide maintenance and repair agreements for shared laterals serving any structures within the subdivision.
4. Revise Note 7 to omit "And is subject to applicable zoning conditions as outlined in Ordinance 2021-105."

The May 19, 2026, Plan and Zoning Commission staff report is attached.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Plan & Zoning Commission Staff Report

5. Application

Resolution No. _____

Resolution offered by Alderman Lienen.

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

RESOLUTION approving Case F26-07 being the request of Capreality 14-Village LLC for a final plat of Village Shopping Center Subdivision No. 4, a 2-lot subdivision on 23.21 acres located at 902 West Kimberly Road.

WHEREAS, the Plan and Zoning Commission reviewed Case F26-07 at its May 19, 2026, meeting and recommended approval subject to the listed findings and conditions:

Findings

1. The final plat conforms to the comprehensive plan Davenport +2035.
2. The final plat prepares the area for future development.
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements.

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Provide maintenance and repair agreements for shared laterals serving any structures within the subdivision.
4. Revise Note 7 to omit "And is subject to applicable zoning conditions as outlined in Ordinance 2021-105."; and

WHEREAS, the conditions will be added to the plat and/or provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the final plat of Village Shopping Center Subdivision No. 4 to the City of Davenport, Iowa, being a replat of Lot 1 in Village Shopping Center No. 3, located in the northwest quarter of Section 14, Township 78 North, Range 3 East of the 5th Principal Meridian, Scott County, Iowa, be and the same is hereby approved and accepted; and the dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City; and

BE IT FURTHER RESOLVED that the Mayor and Deputy City Clerk are hereby authorized and directed to certify the adoption of this Resolution on said plat as required by law.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

FINAL PLAT OF: VILLAGE SHOPPING CENTER SUBDIVISION NO. 4

TO THE CITY OF DAVENPORT, IOWA. BEING A REPLAT OF LOT 1 IN VILLAGE SHOPPING CENTER NO. 3, LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA.

- Owner:
Capreatly 14-Village LLC
730 Cool Springs Blvd, Ste 630
Franklin, TN 37067
- Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Surveyor:
Jerry D. Rogers
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Attorney:
Sam Skorepa
Lane & Waterman LLP
220 N. Main Street, Ste 600
Davenport, Ia 52801
(563) 333-6641

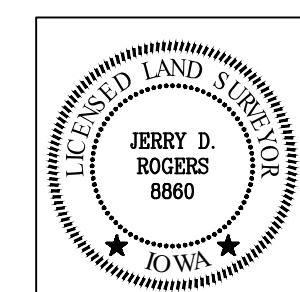
#	Arc	Radius	Delta	Chord	Chord Brg
C1	11.41'	8.00'	081°42'54"	10.47'	N52°00'52"W
C2	7.31'	5.00'	083°47'16"	6.68'	S55°42'58"E
C3	54.62'	22980.00'	000°08'10"	54.62'	S33°37'44"E

NOTES:

- MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.
- COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.
- ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DAVENPORT STANDARD SPECIFICATIONS.
- BLANKET EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED. CHANGES IN THE PLAT WHICH AFFECT THE PLACEMENT OF UTILITY FACILITIES ARE TO BE REVIEWED AND APPROVED BY THE AFFECTED UTILITIES AND ANY CHANGE WHICH RESULT IN THE RELOCATION OF THE UTILITY FACILITIES SHALL BE AT THE EXPENSE OF THE PARTY REQUESTING THE CHANGE.
- THE SUBJECT PROPERTY IS ZONED C-3. AND IS SUBJECT TO APPLICABLE ZONING CONDITIONS AS OUTLINED IN ORDINANCE 2021-105.
- ALL EASEMENTS, COVENANTS AND REQUIREMENTS AFFECTING VILLAGE SHOPPING CENTER No. 3 SHALL AFFECT THE PROPERTY SUBDIVIDED HEREON.
- STORMWATER QUALITY TREATMENT AND STORMWATER DETENTION IS NOT PROPOSED WITH THIS SUBDIVISION, BUT WILL BE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- SIDEWALK WILL BE CONSTRUCTED BY THE DEVELOPERS OF INDIVIDUAL LOTS OR WHEN SO ORDERED BY THE CITY. MAINTENANCE OF SIDEWALKS IS THE RESPONSIBILITY OF THE ABUTTING PROPERTY OWNERS.
- TOTAL AREA IS 1,011,047 S.F. OR 23.210 ACRES.

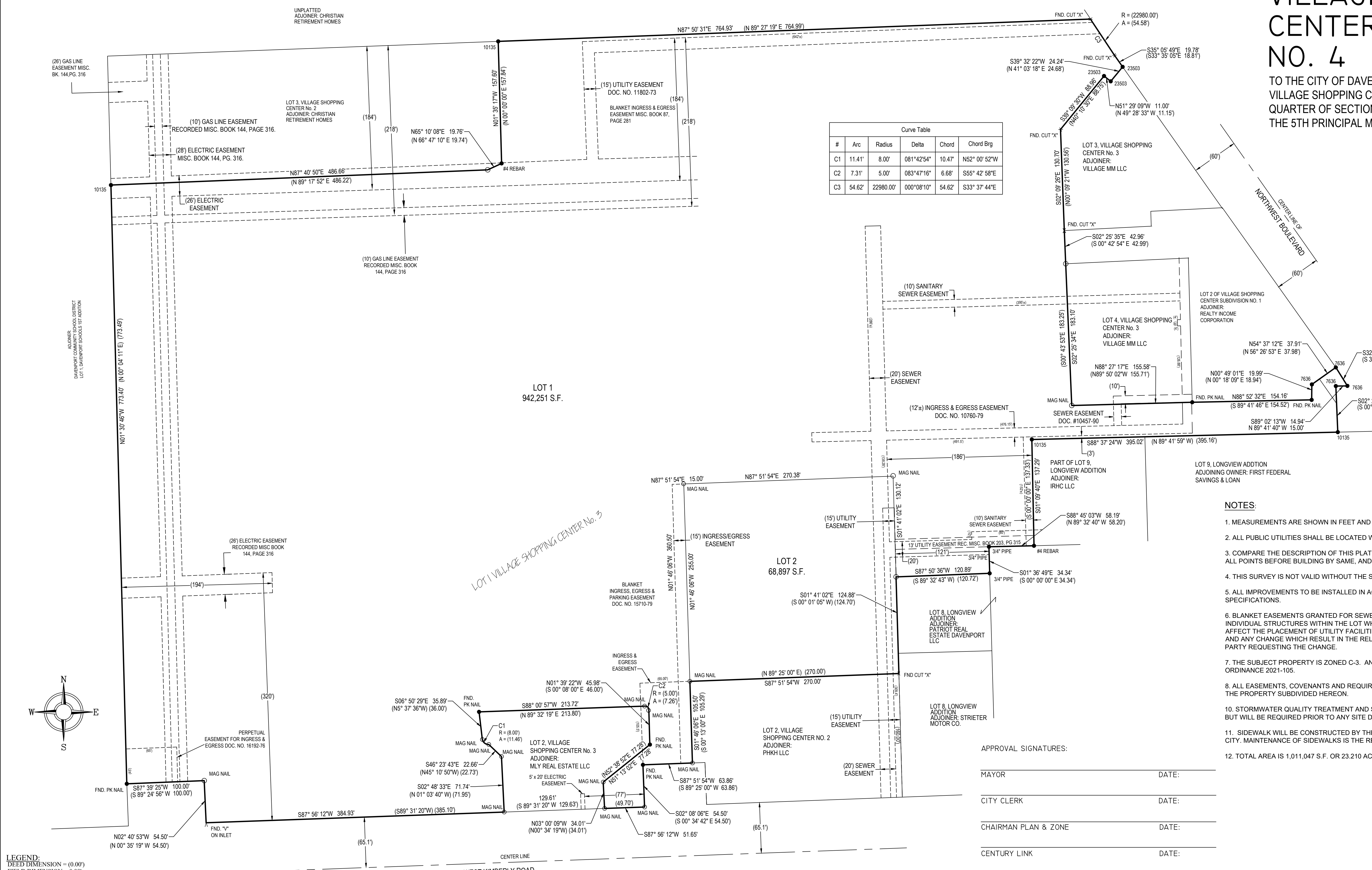
APPROVAL SIGNATURES:

MAYOR	DATE:
CITY CLERK	DATE:
CHAIRMAN PLAN & ZONE	DATE:
CENTURY LINK	DATE:
IOWA - AMERICAN WATER COMPANY	DATE:
MEDIACOM	DATE:
MIDAMERICAN ENERGY	DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.	
METRONET	DATE:

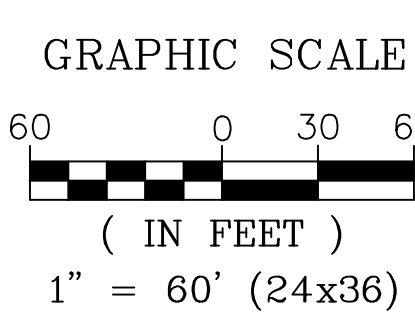


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

JERRY D. ROGERS
Iowa License Number: 8860
My license renewal date is December 31, 2026
Pages or sheets covered by this seal: 1



LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
AS NOTED =
FOUND #5 REBAR W/
YELLOW CAP #23503 =
FOUND #4 REBAR W/
RED CAP #10135 =
MONUMENTS SET:
#5 REBAR W/ PINK CAP #8860 =
SET MAG NAIL =
BOUNDARY LINE =
FENCE LINE =
EASEMENT LINE =
SETBACK LINE =
SECTION LINE =



THE MEASURED BEARINGS SHOWN
HEREON ARE BASED ON THE US STATE
PLANE COORDINATE SYSTEM, IOWA
SOUTH ZONE (1402) GEOID 12A, NAD 83
(2011) EPOCH 2010.00.



DATE: 12/5/2025

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KLC
CHECKED BY: JDR

DRAWING LOCATION
S:\CAPSTONE\VILLAGE SHOPPING 2025

NO.	REVISIONS: DESCRIPTION	DATE

PROJECT: FINAL PLAT
VILLAGE SHOPPING CENTER
SUBDIVISION No. 4
DAVENPORT, IOWA

REQUESTED BY:
CAPSTONE GROUP
730 COOL SPRINGS BLVD., STE. 630
FRANKLIN, TN 37067


SHEET NO.
1 of 1



Vicinity Map | Case F26-07

Request of Capreality 14-Village LLC for a Final Plat of Village Shopping Center Subdivision No. 4. The 2-lot subdivision is located at 902 West Kimberly Road on 23.21 acres. [Ward 7]



 Subject Parcel

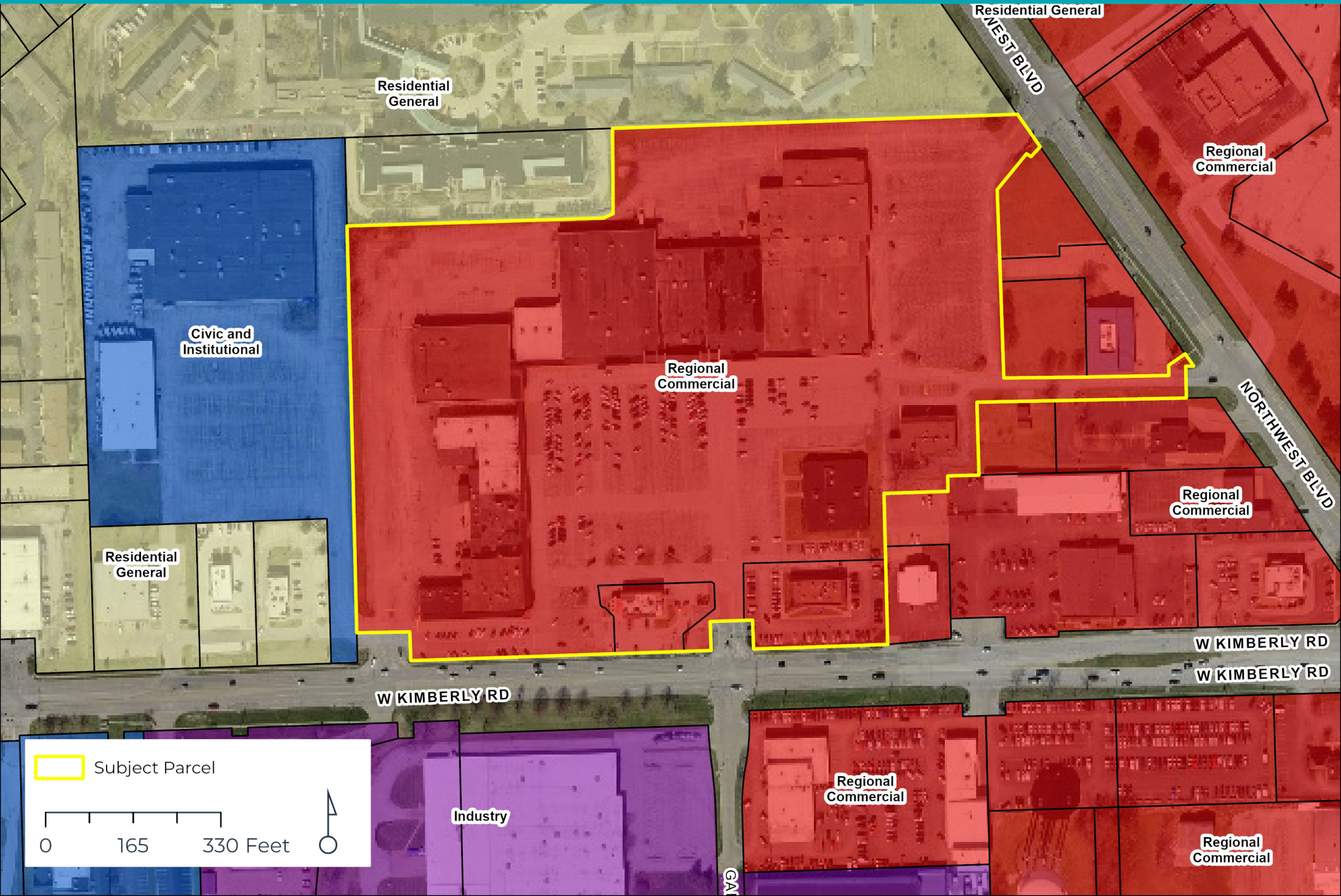
0 165 330 Feet





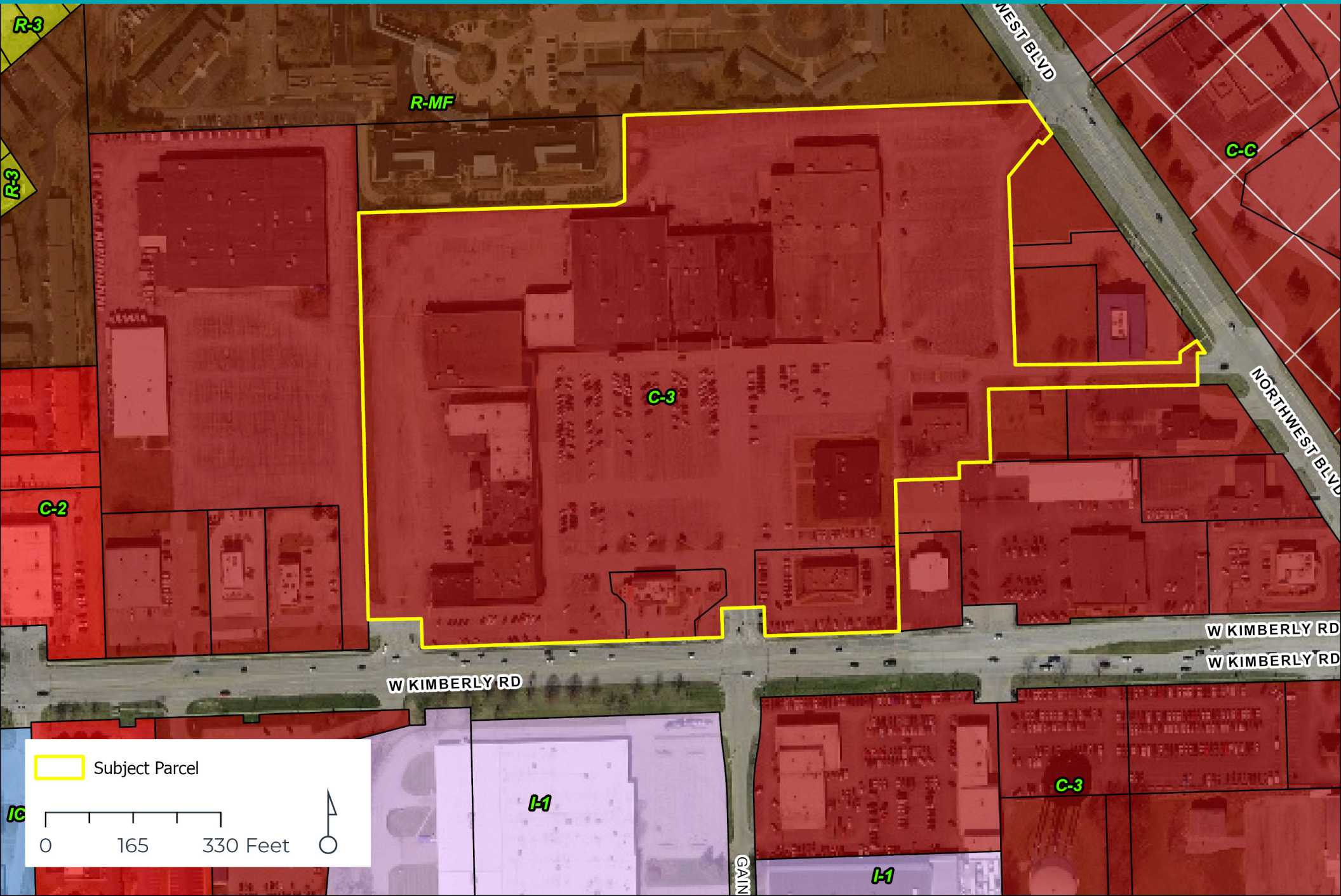
Future Land Use Map | Case F26-07

Request of Capreality 14-Village LLC for a Final Plat of Village Shopping Center Subdivision No. 4. The 2-lot subdivision is located at 902 West Kimberly Road on 23.21 acres. [Ward 7]



Zoning Map | Case F26-07

Request of Capreality 14-Village LLC for a Final Plat of Village Shopping Center Subdivision No. 4. The 2-lot subdivision is located at 902 West Kimberly Road on 23.21 acres. [Ward 7]



City of Davenport

Department: Development & Neighborhood Services
Contact Info: Matthew Reu | 563-888-2221

Action / Date
5/19/2026

Subject:

Case F26-07: Request of Capreality 14-Village LLC for a Final Plat of Village Shopping Center Subdivision No. 4. The 2-lot subdivision is located at 902 West Kimberly Road on 23.21 acres. [Ward 7]

Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case F26-07 to the City Council with a recommendation for approval subject to the listed conditions:

Findings:

1. The final plat conforms to the comprehensive plan Davenport +2035.
2. The final plat prepares the area for future development.
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements.

Conditions:

1. That the surveyor sign the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Provide maintenance and repair agreements for shared laterals serving any structures within the subdivision.
4. Revise Note 7 to omit "And is subject to applicable zoning conditions as outlined in Ordinance 2021-105."

Background:

The applicant proposes a 2-lot subdivision to replat the existing commercial complex. This subdivision creates an additional lot for a freestanding building. The purpose is to facilitate the sale of the freestanding building.

Comprehensive Plan:

Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designation:

The subject property is currently designated as Regional Commercial (RC) in the Davenport +2035.

1. Regional Commercial (RC): Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and

other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.

Zoning:

1. C-3 General Commercial Zoning District. The C-3 General Commercial Zoning District is intended to accommodate higher-intensity commercial development within the City of Davenport that serves both local and regional markets. The C-3 District addresses medium- and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.

Technical Review:

1. Zoning: The two-lot subdivision complies with the C-3 General Commercial Zoning District dimensional standards.
2. Streets: The subdivision does have frontage on a public roadway, West Kimberly Road and Northwest Boulevard. The newly created lot is accessible through ingress/egress easements.
3. Stormwater: Stormwater Detention and water quality is not required with the subdivision, but may be required upon further development of the lot.
4. Sewer System: There is an 8-inch sewer line along West Kimberly Road.
5. Other Utilities: Normal utility services are available on this site.
6. Parks/Open Space: There are no impacts to parks/open space.

Public Input: Public notification is not required for a final plat.

Attachments:

1. Final Plat of Village Shopping Center Subdivision No. 4
2. Application
3. Maps



CITY OF DAVENPORT
 Development & Neighborhood
 Services – Planning
 1200 E. 46th St
 Davenport, IA 52807

Office 563.326.6198
 planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
 (LAND DIVISION)

APPLICANT INFORMATION

Applicant Name | Company Name
 Caprealty 14-Village LLC

Address
 730 Cool Springs Blvd., Ste. 630

City | State | Zip
 Franklin, TN 37067

Phone
 [REDACTED]

Secondary Phone

E-Mail Address

Acceptance of Applicant

I, the undersigned, certify that the information on this application to the best of my knowledge, is true and correct. I further certify that I have a legal interest in the property in question, and/or that I am legally able to represent all other persons or entities with interest in this property, and acknowledge formal procedure and submittal requirements.

In addition to the application fee, I understand I am responsible for all development review costs, including but not limited to a traffic study.

David Lee

Print Applicant's Name

Applicant's Signature

04/22/2026

Date

SUBDIVISION NAME (& PRJ-NUMBER if assigned)
 Village Shopping Center Subdivision No. 4

LOCATION DESCRIPTION	SUBMITTAL DATE	
NUMBER OF LOTS BY USE TYPE	ACRES	STREET DISTANCE
2 lots of C-3	23.21	0

SELECT PLAT TYPE SUBMITTED:

PRELIMINARY PLAT: §16.16 Requirements

FINAL PLAT: §16.20 Requirements

PRELIMINARY PLAT REQUIREMENTS:

Preliminary Plat

Contours (2') & Infrastructure (pre/post)

FINAL PLAT REQUIREMENTS:

Platting Certificates per §354.11 State Code

Final Plat

GENERAL REQUIREMENTS:

Authorization to Act as Applicant, if needed

Application Fee (REQUIRED)

Subdivision Platting Fee Schedule

Number of Lots	Fee
1 lot to 10 lots	\$400 plus \$25/lot
11 to 25 lots	\$700 plus \$25/lot
26 or more lots	\$1,000 plus \$25/lot

Submit this form, and any questions, to DNS Planning Division at planning@davenportiowa.com

DEVELOPMENT TEAM

Developer / Project Manager
 Caprealty 14-Village LLC

Address
 730 Cool Springs Blvd., Ste. 630, Franklin, TN 37067

Phone
 [REDACTED]

Secondary Phone

E-Mail Address

Engineer
 Townsend Engineering

Address
 2224 E. 12th St., Davenport, IA 52803

Phone
 (563) 386-4236

Secondary Phone

E-Mail Address

Owner
 Caprealty 14-Village LLC

Address
 730 Cool Springs Blvd., Ste. 630, Franklin, TN 37067

Phone
 [REDACTED]

Secondary Phone

E-Mail Address

Attorney
 Sam Skorepa, 220 N. Main St., #600 Davenport, IA 5

Address
 Sam Skorepa, 220 N. Main St., #600 Davenport, IA 5

Phone
 (563) 333-6641

Secondary Phone

E-Mail Address

City of Davenport

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

Action / Date
6/3/2026

Subject:

Third Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by revising the speed limit on 36th Street from Brady Street to Kimberly Road from a 35-mph speed zone to a 30-mph speed zone. [Ward 7]

Recommendation:

Adopt the Ordinance.

Background:

Recent development of new athletic fields near Brady Street Stadium has increased pedestrian activity along East 36th Street, particularly during practices and athletic events. In response, traffic speed and volume data were collected to evaluate existing conditions and determine whether the current posted speed limit remains appropriate.

The study found an average travel speed of 32 miles per hour, with 85 percent of drivers traveling at or below 37 miles per hour. These observed speeds are more consistent with a posted speed limit of 30 miles per hour, based on standard traffic engineering practices that align speed limits with prevailing travel speeds.

In addition to aligning with measured speeds, reducing the speed limit to 30 miles per hour will improve safety by providing drivers with additional time to perceive and react to pedestrians, including students crossing East 36th Street during athletic activities. Given the increased pedestrian presence and the collected traffic data, a reduced speed limit is appropriate to enhance safety for all roadway users.

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 REVISING THE SPEED LIMIT ON 36TH STREET FROM BRADY STREET TO KIMBERLY ROAD FROM A 35-MPH SPEED ZONE TO A 30-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 revising the speed limit as follows:

36th Street from Brady Street to Kimberly Road, from 35 miles per hour to 30 miles per hour.

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

Action / Date
6/3/2026

Subject:

Third Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa, by revising the speed limit on Warren Street from 5th Street to 6th Street from a 30-mph speed zone to a 25-mph speed zone. [Ward 3]

Recommendation:

Adopt the Ordinance.

Background:

The speed limit on Warren Street is currently 25 miles per hour from West River Drive to West 5th Street, where the speed limit increases to 30 miles per hour. Recent expansion of the Project Renewal campus in the 500 block of Warren Street has resulted in increased pedestrian activity along this corridor.

Project Renewal operates facilities at 510 Warren Street (the "Yellow House") and 513 Warren Street (the "Blue House"), located directly across from one another. The organization provides after-school and summer programming for children in grades K–12. As a result, children frequently cross Warren Street between these two locations.

To better accommodate this increased pedestrian activity, it is proposed to extend the existing 25-mile-per-hour speed zone one additional block north to W 6th Street before transitioning to 30 miles per hour. In conjunction with this change, a marked crosswalk and additional warning signage will be installed to enhance driver awareness.

Extending the 25-mph zone will improve safety by providing drivers with additional time to perceive and react to pedestrians crossing the roadway. Given the presence of children and the frequency of crossings associated with Project Renewal programming, the proposed change is appropriate to enhance safety for all roadway users.

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 REVISING THE SPEED LIMIT ON WARREN STREET FROM 5TH STREET TO 6TH STREET FROM A 30-MPH SPEED ZONE 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 revising the speed limit as follows:

Warren Street from 5th Street to 6th Street, from 30 miles per hour to 25 miles per hour.

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

Action / Date
6/3/2026

Subject:

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

Recommendation:

Adopt the Ordinance.

Background:

As part of the 3rd Street two-way conversion project, the traffic signals at 3rd Street and Warren Street were removed because the volume of traffic was far less than what was required by the Manual on Uniform Traffic Control Devices. Some parking near the corners was removed to enhance visibility at the intersection. The stop signs on Warren are solar flashing signs and there are plaques indicating two-way traffic on 3rd Street and the fact that cross traffic does not stop.

Despite these efforts, there have been over a dozen crashes there in the past 7 months. Even with the high crash count, the warrants are still not met for signal installation, so the best option is to install an all-way stop. The new signs on 3rd Street will be flashing and will have Stop Ahead signs in advance of them. Staff will continue to evaluate this intersection after the all-way stop installation.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE V FOUR-WAY STOP INTERSECTIONS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY ADDING WEST 3RD STREET AND WARREN STREET.

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

West 3rd Street and Warren Street

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Police
Contact Info: Major Behning |

Action / Date
6/3/2026

Subject:

Resolution approving a 28E Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport Schools, contingent on Davenport Community School District Board approval. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport currently assigns five Police Officers to the Davenport Community School District (DCSD) as School Resource Officers (SRO). The new agreement covers the 2026-2027 and 2027-2028 school years.

As provided for in the agreement, the City shall pay the salaries and provide the benefits for the SROs, and the DCSD shall reimburse the City for the cost of those salaries. The City shall invoice the DCSD accordingly.

The Davenport Community School District School Board approved the 28E Intergovernmental Agreement at its last meeting.

Attachments:

1. Resolution
2. 28E Agreement

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

RESOLUTION approving a 28E Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport Schools, contingent on Davenport Community School District Board approval.

WHEREAS, the City of Davenport and the Davenport Community School District share a commitment to maintaining safe and supportive learning environments for students, staff, and the community; and

WHEREAS, School Resource Officers support school safety, foster positive relationships between law enforcement and students, and assist with prevention, education, and response to safety concerns within the school community; and

WHEREAS, the City of Davenport and the Davenport Community School District have the authority to enter into the Agreement and provide funding pursuant to Iowa Code Chapter 28E; and

WHEREAS, the agreement establishes the terms, responsibilities, and duration of the partnership for the 2026–2027 and 2027–2028 academic school years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that 28E Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport Schools (contingent on Davenport Community School District Board approval) is hereby approved.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

28E INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM

This 28E Intergovernmental Agreement for School Resource Officer Program (“Agreement”) is made and entered into as of the ___ day of _____, 20__, by and between the City of Davenport, Iowa, acting through the Davenport Police Department (“City”), and the Davenport Community School District (“District”). The City and the District may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and the District are public agencies authorized to enter into intergovernmental cooperative agreements under Iowa Code chapter 28E; and

WHEREAS, the City and the District share a mutual interest in maintaining safe and orderly school environments, improving emergency preparedness and response, fostering positive relationships between law enforcement and students, and promoting the public health, safety, and welfare; and

WHEREAS, the Parties desire to cooperate in establishing and operating a School Resource Officer program (“SRO Program”) through which the City will assign qualified Davenport police officers to serve in District schools in coordination with District administrators; and

WHEREAS, the Parties intend that this Agreement be a cooperative intergovernmental undertaking under Iowa Code chapter 28E and not merely a personnel-loan arrangement, while expressly preserving the City’s sole status as employer of assigned police officers; and

WHEREAS, the Parties further desire that the existing Memorandum of Understanding between the Parties concerning SRO assignments, duties, evaluations, and operational standards remain attached as a binding exhibit, but only to the extent and in the manner expressly provided in this Agreement; and

WHEREAS, the Parties desire to set forth the terms and conditions governing the SRO Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Article I - Purpose and Authority

1.01 Purpose.

The purpose of this Agreement is to establish and govern a cooperative SRO Program through which the City and the District will work together to enhance school safety, emergency preparedness, prevention,

intervention, threat assessment, information sharing as allowed by law, and appropriate law-enforcement response within District schools and at District-related functions.

1.02 Authority.

This Agreement is entered into pursuant to Iowa Code chapter 28E and all other authority available to the Parties under applicable law.

1.03 Nature of Undertaking.

The Parties intend this Agreement to memorialize a joint and cooperative governmental undertaking. The City fulfills its responsibilities under the SRO Program by assigning qualified City police officers to serve as School Resource Officers, while the District fulfills its responsibilities by providing school-based coordination, facilities support, and program funding as set forth herein.

Article II - Term; Effective Date; Renewal

2.01 Effective Date.

This Agreement shall become effective only after approval by the Davenport City Council and the Davenport Community School District Board of Directors, execution by authorized representatives of both Parties, and such filing or recording as may be required by law.

2.02 Initial Term.

Unless sooner terminated as provided herein, this Agreement shall commence on July 1, 2026, and continue through June 30, 2028, corresponding with the District's academic year, unless the Parties insert different dates before execution.

2.03 Renewal.

After the initial term, this Agreement may be renewed for successive two-year terms, upon approval by the Davenport City Council and the Davenport Community School District Board of Directors.

2.04 Continuation Subject to Lawful Funding.

Renewal and continued performance are subject to lawful appropriation and availability of funds.

Article III - Program Administration and Coordination

3.01 Program Coordinators.

The Chief of Police, or designee, and the Superintendent, or designee, shall serve as the primary administrative coordinators for the SRO Program.

3.02 Joint Review.

Shall be governed by Paragraph 5 of Exhibit A.

3.03 School-Level Coordination.

The building principal, or designee, may coordinate day-to-day school safety priorities, scheduling needs, and non-law-enforcement activities with the assigned SRO, subject at all times to the City's authority over police operations and personnel matters.

3.04 Operational Standards.

The day-to-day operational standards, evaluation procedures, and duty expectations applicable to the SRO Program are further described in Exhibit A and are binding only to the extent provided in Article VII.

Article IV - Duties of the City and Davenport Police Department

4.01 Assignment of Officers.

The City shall assign 3 regularly employed, sworn Davenport police officers to serve as School Resource Officers under this Agreement. The City shall assign 1 regularly employed, sworn Davenport police officer to serve as a School Resource Officer Supervisor.

4.03 Police Supervision and Control.

The City, acting through the Davenport Police Department, shall retain exclusive authority over law-enforcement functions and police decision-making, including arrests, criminal investigations, charging recommendations, use of force, evidence handling, officer safety decisions, police reports, tactical response, police training, certification, internal investigations, and discipline.

4.04 Chief of Police Authority.

The Chief of Police, or designee, shall maintain ultimate supervisory authority over each SRO.

4.05 Law-Enforcement Services.

The City shall provide SRO services as part of the cooperative SRO Program, including lawful response to criminal or public-safety incidents occurring on or affecting District property, attendance at safety meetings as reasonably requested, participation in school emergency planning, and collaboration with District administrators on prevention and intervention efforts.

4.06 Training.

The City shall remain responsible for law-enforcement training, professional standards, certification, and departmental policies applicable to assigned SROs.

4.07 Equipment.

All police equipment furnished by the City to the SRO, including duty weapon, radio, body-worn camera if issued, badge, uniform, handcuffs, protective equipment, and other law-enforcement equipment, shall remain the property of the City.

4.08 Temporary Reassignment.

The City may temporarily reassign an SRO from school duties when reasonably necessary because of police emergencies, staffing needs, public safety demands, required training, illness, vacation, or other operational needs. The City shall use reasonable efforts to communicate significant or extended reassignments to the District.

Article V - Duties of the District

5.01 Facilities and Support.

The District shall provide reasonable space, access, and support necessary for performance of the SRO's

school-based duties, which may include office space, reasonable access to school buildings, internet or computer access as appropriate, a secure location for files maintained by the District, and other ordinary administrative support reasonably necessary for school-based work.

5.02 School Coordination.

The District, through its administrators, shall identify school safety priorities, assist with scheduling of school-based activities, and coordinate with assigned SROs regarding school calendars, emergency drills, school events requiring law-enforcement presence, and other program matters.

5.03 District Discipline.

The District shall retain responsibility for school discipline and enforcement of the student code of conduct. The SRO shall not serve as a routine school disciplinarian.

5.04 Requests for Law-Enforcement Assistance.

The building principal or other appropriate District administrator may request the SRO's assistance with matters involving public safety, criminal activity, threats, intruders, or other incidents implicating law-enforcement concerns. Whether law-enforcement action is appropriate, and the nature of any such action, shall remain within the lawful discretion of the SRO and Police Department.

5.05 Student Information.

To the extent permitted by law, the District may provide the SRO with access to student information reasonably necessary to carry out the SRO Program and maintain school safety. Any such access shall be subject to all applicable legal restrictions on use, disclosure, and redisclosure.

Article VI - Employment Status; Supervision; No Joint Employment

6.01 City Employment Status.

Each SRO assigned under this Agreement shall remain at all times an employee of the City and the Davenport Police Department, and not of the District.

6.02 City Responsibility for Employment Matters.

The City shall retain sole responsibility for all matters relating to the employment of assigned SROs, including hiring, wages, overtime, payroll taxes, benefits, retirement, leave, workers' compensation, training, certification, collective bargaining, discipline, internal affairs matters, and termination.

6.03 No Joint Employment or Agency.

Nothing in this Agreement shall be construed to create an employment relationship, joint employment relationship, or agency relationship between the District and any SRO.

6.04 No District Control of Police Judgment.

Nothing in this Agreement shall be construed as giving the District the right to control the professional judgment, law-enforcement discretion, or police actions of any SRO.

Article VII - Exhibit A – Binding Memorandum of Understanding; Scope; Order of Precedence

7.01 Incorporation of Exhibit A.

Attached to this Agreement as **Exhibit A** is the existing Memorandum of Understanding between the City of Davenport and the Davenport Community School District concerning the School Resource Officer program (“Exhibit A” or “MOU”), together with any attachment or evaluation criteria physically attached thereto. Exhibit A is incorporated into this Agreement by reference and shall be binding only to the extent expressly provided in this Article.

7.02 Binding Scope of Exhibit A.

Exhibit A is binding solely with respect to operational administration of the SRO Program, including:

- (a) SRO mission and policy guidance;
- (b) reporting and chain-of-command concepts consistent with this Agreement;
- (c) individual SRO evaluation procedures;
- (d) annual program evaluation procedures and criteria;
- (e) operational duties, responsibilities, and expectations of assigned SROs; and
- (f) any operational attachment or evaluation criteria included with Exhibit A.

7.03 Superseded Portions of Exhibit A.

To avoid duplication and conflict, the following portions of Exhibit A are hereby superseded and replaced by this Agreement and shall not have independent force or effect:

- (a) Section 8, concerning confidentiality, now governed by Article XII of this Agreement;
- (b) Section 9, concerning integration, counterparts, and modification; and
- (c) any reference in Exhibit A to Iowa Code chapter 28D, to a 28D agreement, or to the 28D and 28E together constituting the entire agreement of the Parties.

7.04 Conforming Construction.

Exhibit A shall be construed, to the maximum extent reasonably possible, in a manner consistent with this Agreement. If Exhibit A can reasonably be read in harmony with this Agreement, both shall be given effect.

7.05 Order of Precedence.

If any provision of Exhibit A conflicts with the text of this Agreement, except for items in 7.02 of this Agreement, the text of this Agreement shall control.

Article VIII - Property; Facilities; Equipment

8.01 City Property.

All property furnished by the City for SRO law-enforcement duties shall remain City property.

8.02 District Property.

All desks, chairs, office furnishings, computer equipment, telephones, keys, access credentials, and other District-furnished property shall remain District property.

8.03 Return of Property.

Upon reassignment, replacement, or termination of this Agreement, each Party shall return the other Party's property in its possession, reasonable wear and tear excepted.

Article IX - Assignment; Removal; Replacement

9.01 Selection.

Should officers who are not already in place and will be serving as school resource officers between the City and DCSD be needed, they will be interviewed by a selection panel comprised of members of the Davenport Police Department and DCSD. At the conclusion of the interview process, a list of possible candidates will be submitted with collaboration from the DCSC.

9.02 District Concerns.

If the District believes that a particular SRO is not effectively performing school-assignment responsibilities or is no longer an appropriate fit for the assigned school environment, the District may submit a written request for reassignment to the Chief of Police or designee, stating the reasons for the request.

9.03 Meet and Confer.

Upon receipt of such request, the Parties shall confer in good faith to address the concern and determine whether corrective action, additional coordination, reassignment, or replacement is appropriate.

9.04 Final Authority.

Final authority regarding removal, reassignment, replacement, and all related personnel decisions shall remain with the City.

9.05 Vacancies.

In the event of resignation, reassignment, long-term absence, or other vacancy affecting an SRO position, the City shall use reasonable efforts to provide a replacement within a reasonable period.

Article X - Compensation; Financing; Reimbursement

10.01 City Payment in First Instance.

The City shall pay all wages and employment-related costs of assigned SROs in the first instance.

10.02 District Reimbursement.

In support of the cooperative SRO Program, the District shall reimburse the City for the base salary of each assigned officer under Section 4.01.

10.03 Overtime and Special Events.

The District shall not be responsible for overtime, emergency call-out, or special-event staffing unless such costs are preapproved in writing by authorized representatives of both Parties.

10.04 Invoices and Payment.

The City shall invoice the District quarterly and the District shall remit payment within thirty (30) days after receipt of an undisputed invoice.

10.05 Budgeting.

Each Party shall maintain within its own budget the appropriations necessary to meet its respective obligations under this Agreement, subject to lawful appropriation.

Article XI - Workers' Compensation

11.01 Coverage.

The City shall maintain workers' compensation coverage for assigned SROs as City employees and shall be responsible for administration of all claims arising from work-related injury or occupational disease.

11.02 District Cooperation.

The District shall promptly notify the City of any on-campus incident involving injury to an SRO and shall reasonably cooperate in accident reporting, investigation, and claim administration.

11.03 No Shift in Employment Status.

Nothing in this Article shall be construed to shift employment status or workers' compensation responsibility from the City to the District.

Article XII - Records; Confidentiality; FERPA; Public Records

12.01 Compliance with Law.

The Parties acknowledge that records created, received, or maintained under this Agreement may be subject to Iowa public-records laws, student-record privacy laws, juvenile-record restrictions, criminal-history or criminal-justice information laws, and other confidentiality requirements.

12.02 District Records.

District education records and other District-held records shall remain under the custody and control of the District, except as otherwise provided by law.

12.03 Police Records.

Police reports, investigative files, body-worn camera recordings, criminal intelligence, and other Police Department records remain under the custody and control of the City.

12.04 School Official Designation.

To the extent permitted by law and reasonably necessary for school safety functions, the District may designate assigned SROs as "school officials" for purposes of lawful access to student information. Any such access shall be limited to legitimate educational or safety interests and subject to all legal restrictions on use and redisclosure.

12.05 Public Records Cooperation.

Each Party shall reasonably cooperate with the other in responding to public-records requests that implicate records in the custody or control of the other Party.

Article XIII - Responsibility for Acts; No Waiver of Immunities

13.01 Responsibility for Own Acts.

Each Party shall be responsible for its own acts and omissions and for the acts and omissions of its officers, employees, and agents, to the extent provided by Iowa law.

13.02 No Broad Indemnification.

Nothing in this Agreement shall be construed as creating an indemnification obligation beyond that allowed by law.

13.03 No Waiver.

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, damage limitations, or other protections available to either Party under Iowa law.

Article XIV - Nonappropriation

14.01 Funding Contingency.

The obligations of each Party under this Agreement are contingent upon the lawful appropriation and availability of funds.

14.02 Termination for Nonappropriation.

If sufficient funds are not appropriated or otherwise made available, the affected Party may terminate this Agreement upon written notice, without further liability except for payment of amounts due for services already performed or reimbursable costs already incurred.

Article XV - Termination

15.01 Termination Without Cause.

Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other Party.

15.02 Termination for Material Breach.

Either Party may terminate this Agreement for material breach if the breach is not cured within fifteen (15) days after written notice, or within such longer reasonable period as may be necessary if cure has begun and is diligently pursued.

15.03 Transition.

Upon termination, the Parties shall cooperate in good faith to conclude school assignments, return property, reconcile final invoices, and transition program responsibilities in an orderly manner.

Article XVI - Good Faith; Modification; Entire Agreement

16.01 Good Faith.

The Parties shall cooperate in good faith in carrying out this Agreement. Unforeseen difficulties or disputes shall be addressed first through consultation between the Chief of Police or designee and the Superintendent or designee.

16.02 Modification.

This Agreement may be modified only by written amendment approved and executed by authorized representatives of both Parties.

16.03 Entire Agreement.

This Agreement, together with Exhibit A as incorporated herein, constitutes the entire agreement between the Parties regarding the SRO Program and supersedes all prior understandings, drafts, agreements, and memoranda on the same subject, including any prior or draft 28D agreement, except that Exhibit A remains binding to the extent expressly provided in Article VII.

Article XVII - Notices

17.01 Form of Notice.

Any notice required under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight delivery service to the addresses below, or to such other address as a Party may designate by notice.

If to the District:

Davenport Community School District
Attn: Superintendent
1702 N. Main Street
Davenport, Iowa 52803

If to the City:

City of Davenport
Attn: Chief of Police, with copy to City Administrator
226 W. 4th Street
Davenport, Iowa 52801

Article XVIII - Additional 28E Provisions

18.01 No Separate Legal Entity.

There shall be no separate legal or administrative entity created by this Agreement.

18.02 Administrator.

For purposes of administration of the cooperative undertaking, the City, acting through the Davenport Police Department, shall serve as the administrative lead for day-to-day law-enforcement operations of the SRO Program, and the District shall serve as the administrative lead for school-based coordination.

18.03 No Jointly Held Property.

No real or personal property shall be jointly acquired or jointly held by virtue of this Agreement unless the Parties later expressly agree otherwise in writing.

18.04 Filing.

The Party designated by law or by mutual agreement shall file or record this Agreement in the manner required by Iowa Code chapter 28E.

Article XIX - No Third-Party Beneficiaries

19.01 This Agreement is solely for the benefit of the Parties. No student, parent, employee, contractor, or other person shall be deemed a third-party beneficiary of this Agreement.

Article XX- Governing Law; Venue

20.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

20.02 Venue for any action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction in Scott County, Iowa, unless otherwise required by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DAVENPORT COMMUNITY
IOWA SCHOOL DISTRICT, IOWA

CITY OF DAVENPORT,

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DAVENPORT AND
THE DAVENPORT COMMUNITY SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated as of the last date written below ("Effective Date"), sets forth the policy and standards between the City of Davenport (the "City") and the Davenport Community School District (the "School District" concerning the assignment, duties, and execution of the School Resource Officer (SRO) program. The City and School District are referred to individually as a "Party" and collectively the "Parties".

1. **Purpose of MOU:** The purpose of this MOU is to establish a standardized program of implementation for the SRO assignments within the Davenport Community School District. It is the expectation of both parties that all SROs will be utilized in the same manner in each building pursuant to this MOU.

2. **SRO Mission and Policy Statement:** It is the policy of the Davenport Police Department to assist the School District in creating an environment that leads to a positive and equitable education opportunity by preserving the individual safety and security of student and staff. The School Resource Officers and Liaison Officer will provide police services to the school district at the buildings assigned. The SRO will provide advice, guidance, and direction on all matters related to help ensure the safety of all students and staff.

3. **SRO Reporting and Chain of Command:** The SROs will report to the Davenport Police Department Officer in Charge ("OIC"). Daily activities will be directed through the Davenport Police Department's chain of command in consultation with the Davenport Community School District building principal or designee to which they are assigned.

4. **SRO Evaluations:** Each individual SRO will receive a yearly formal written evaluation. The evaluator is the Davenport Police Department Officer in Charge (OIC) or their designee. The building principal will work directly with the OIC to provide input to the formal evaluation. The SRO will meet in person at least twice with the OIC and the building principal each year prior to the written evaluation to informally discuss expectations. The evaluation form used will be the current standard Davenport Police Department evaluation.

5. **Annual Program Evaluations:** The SRO program shall be evaluated annually jointly by the City of Davenport and the Davenport Community School District. Criteria for evaluation can be found in attachment A. Annual program evaluation information will be disseminated to the City Council, Davenport Community School Board and applicable community organizations.

6. **SRO Duties, Responsibilities, and Expectations:**
 - A. Serve as a resource for safety and security in their respective school building(s).

- B. Provide weekly safety updates and review applicable current city related issues with school principal and security teams.
 - C. Instruct safety courses for faculty. This will include programs like but not limited to ALICE and social media concerns.
 - D. Assist the building principal in investigations of any potential school related criminal activity.
 - E. Work with counselors and social workers to provide restorative solutions and services to students where referrals to outside agencies are appropriate.
 - F. Attend and participate in outside school activities and functions to build strong positive relationships with parents, students, and faculty.
 - G. Respond to and investigate any incidents which require police participation.
 - H. Behavioral issues of students on school grounds will remain the responsibility of district personnel and staff and not the responsibility of the SROs.
 - I. Proactively work to prevent juvenile delinquency through positive relationships with students.
 - J. Provide weekly written reports on school incidents and safety/ security issues to both the Davenport police department OIC and building principal.
 - K. Develop crime prevention strategies and programs to deter criminal activity in the school building and grounds.
 - L. Initiate positive interactions and activities with students to ensure equity with all, both in the classroom and general areas of the school building.
 - M. Conduct daily security inspections of all school building entrances and grounds when present.
 - N. Assist the DCSD security team as needed to develop and implement school crisis and emergency plans.
 - O. Promote the positive profession of a police officer and be a strong positive role model to everyone in the building.
 - P. Will attend DCSD training and professional development opportunities (on topics such as diversity and inclusion, crisis response and violence prevention) as requested by DCSD and approved by the Davenport Police Department.
 - Q. Upon appointment, will complete training courses through the National Association of School Resource Officers
7. Term of MOU. The initial term of this MOU shall end on June 30, 2022. After the initial term this MOU shall thereafter continue for nine successive annual periods until terminated by either party with or without cause upon not less than sixty (60) days' written notice prior to the expiration of the Initial Term or the then current renewal term. The Mayor, the Board President, and the administrative staff liaisons for the MOU shall meet each February to review the program, including stakeholder feedback, and explore any changes that may be advisable.
8. Confidentiality. All student information will strictly be protected in accordance with state and federal law. No parties will reveal any personal information concerning students or related issues concerning students unless required by law to do so.
9. Miscellaneous:

- A. Integration. This Agreement in conjunction with the 28D and the 28E 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 these Agreements.
- B. 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.
- C. Modification. This Agreement may be modified or supplemented by the parties. Any such amendment shall be in writing and signed by a duly authorized representative of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have voluntarily executed this Memorandum of Understanding effective as of the last date set forth below.

DAVENPORT COMMUNITY
SCHOOL DISTRICT, IOWA

BY: *Daniel Goon*
 NAME: Daniel Goon
 TITLE: President
 DATE: 5/3/2021

CITY OF DAVENPORT, IOWA

BY: *Mike Matson*
 NAME: Mike Matson
 TITLE: Mayor
 DATE: 4/30/2021

ATTEST: *Brenda Thie*
 NAME: Brenda Thie
 TITLE: Board Secretary
 DATE: May 6, 2021

ATTEST: *Brian Krup*
 NAME: Brian Krup
 TITLE: Deputy City Clerk
 DATE: 4/30/2021



City of Davenport

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

Action / Date
6/3/2026

Subject:

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

St. Paul the Apostle; Vacation Bible School Ice Cream Social; 916 East Rusholme Street; 3:00 p.m. - 8:30 p.m. Wednesday, June 24, 2026; Closure: East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 11:00 p.m. Friday, July 3, 2026; **Closures:** (starting at 2:00 p.m.) Marquette and Gaines Streets south of River Drive with limited access to Ripley Street and Harrison Street; (starting at approximately 7:00 p.m.) River Drive between 4th Street and Marquette Street; Main, Harrison, Brown, Warren, and Myrtle Streets between River Drive and 2nd Street; Harrison Street south of the intersection at 4th 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.

Red, White & BOOM! | Gaines Street south of River Drive will be limited to River Bandits parking lots only. Access to Ripley and Harrison Street south of River Drive will be limited to accessible parking, vendors, and River Bandits personnel.

Attachments:

1. Resolution
2. St. Paul the Apostle Vacation Bible School Ice Cream Social Closure 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.

St. Paul the Apostle; Vacation Bible School Ice Cream Social; 916 East Rusholme Street; 3:00 p.m. - 8:30 p.m. Wednesday, June 24, 2026; Closure: East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

*City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 11:00 p.m. Friday, July 3, 2026; **Closures:** (starting at 2:00 p.m.) Marquette and Gaines Streets south of River Drive with limited access to Ripley Street and Harrison Street; (starting at approximately 7:00 p.m.) River Drive between 4th Street and Marquette Street; Main, Harrison, Brown, Warren, and Myrtle Streets between River Drive and 2nd Street; Harrison Street south of the intersection at 4th 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 27th day of May, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



St. Paul the Apostle Catholic Church

St. Paul the Apostle Catholic School

1007 E Rusholme St
Dayton, OH 52803

Closure

City of Davenport

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

Action / Date
6/3/2026

Subject:

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

J&M Displays; Rhythm City Casino Anniversary; 7077 Elmore Avenue; beginning at approximately 9:30 p.m. for 15-20 minutes Friday, June 12, 2026; Fireworks, over 50 dBA. [Ward 6]

City of Davenport; Red, White and Boom!; LeClaire Park | 400 Beiderbecke Drive; 6:00 p.m. - 9:30 p.m. Friday, July 3, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

City of Davenport; Party in the Park; 5:30 p.m. - 7:30 p.m. Thursday, July 9, 2026 (Emeis Park | 4500 West Locust Street); Thursday, July 16, 2026 (Lindsay Park | 2205 East 11th Street); Thursday, July 30, 2026 (Duck Creek Park | 3300 East Locust Street); and Thursday, August 13, 2026 (Northwest Park | 3400 North Division Street); Outdoor music, over 50 dBA. [Wards 1, 2, 5, & 6]

Recommendation:

Pass the Motion.

Background:

These requests for noise variances have been received pursuant to the Municipal Code of Davenport, Iowa, Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

J&M Displays | The fireworks show will begin at approximately 9:30, lasting 15–20 minutes. The City assisted J&M Displays in notifying surrounding properties by sending emails to various properties/individuals around the casino to inform them of the fireworks and ask them to share with as many people as they can via text, email, and Facebook groups; the NextDoor app; community bulletin boards; newsletter; etc. Emails were sent to the following on May 18, 2026:

- Kahl Home (acknowledgment received May 20, 2026)
- Cross Creek Apartment
- Seven (7) GNP Leaders
- Brian Duffy (acknowledgment received May 19, 2026)
- Tom Jacobson/Jersey Farms neighborhood (acknowledgment received May 18, 2026)

As of the publication of this agenda, no objections to the Rhythm City fireworks request have been received. Individuals have been requested to submit objections in writing to the Deputy City Clerk by 4:00 p.m. Wednesday, June 3. If any objections are received, they will be forwarded to City Council.

Attachments:

1. Rhythm City Fireworks - Kahl Home Email
2. Rhythm City Fireworks - Cross Creek Apartments Email
3. Rhythm City Fireworks - GNP Leaders Email
4. Rhythm City Fireworks - Duffy Email
5. Rhythm City Fireworks - Jersey Farms Email
6. Party in the Park

Krup, Brian

From: Marcia Bell <MarciaB@kahlhome.org>
Sent: Wednesday, May 20, 2026 9:47 AM
To: Krup, Brian
Subject: [EXT] RE: Rhythm City Fireworks

ATTENTION: This is an external email.

Brian, Thank you for letting us know. This is much appreciated.

Marcia Bell

Kahl Home
Marketing & Community Relations
marciab@kahlhome.org

Phone 563-484-3836 Cell 563-200-3201
Fax 563-324-1723



Confidentiality/Intended Recipient

This message, including attachments, constitutes confidential, non-public, patient confidential /HIPAA protected and/or proprietary information is intended to be conveyed only to designated recipient(s) and may be protected by the work-product doctrine, the privilege applicable to attorney-client communications or other laws, rules, regulations, or doctrines. If you are not the intended recipient, please: (1) do not forward, copy, print or otherwise duplicate the message; (2) advise this sender immediately; and (3) delete and destroy all copies of the message, and any attachments. All rights to assert any applicable confidentiality, privilege or other protection from disclosure or admissibility are reserved and any waiver of such rights, by virtue of inadvertent sending or otherwise, is denied. The unauthorized use, dissemination, distribution, or reproduction of this message, including attachments, is prohibited and may be unlawful.

From: Krup, Brian <Brian.Krup@davenportiowa.com>
Sent: Monday, May 18, 2026 4:55 PM
To: Marcia Bell <MarciaB@kahlhome.org>
Subject: Rhythm City Fireworks

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon, Marcia,

Rhythm City is celebrating their anniversary in June which includes a fireworks show. I have asked for your assistance in helping spread the word to residents at the Kahl Home the last few years and am doing so again this year. Below is the information we are sending out to various properties/neighborhoods surrounding the casino in hopes that it can be shared widely:

The City of Davenport is assisting Rhythm City Casino in being a good neighbor by helping communicate to the surrounding area about an upcoming fireworks show on their property in conjunction with their anniversary. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (community bulletin boards on the property, email distribution lists, newsletters, etc.):

Date: Friday, June 12, 2026

Time: Beginning around 9:30 p.m. and lasting approximately 15-20 minutes.

Location: Fireworks shoot site will be in the northwest corner of the property (7077 Elmore Avenue)



Anyone opposed to this fireworks request can submit in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, June 3.

Thanks, and have a great evening!

Brian Krup, IMFOA-CMC
Deputy City Clerk | Administration
City of Davenport

T 563-326-6163 | F 563-326-7736
226 West 4th Street, Davenport, IA 52801
davenportiowa.com

This email and any files transmitted are covered by the Electronic Communications Privacy Act. The information it contains is confidential and may be legally privileged; it is intended solely for the individual to whom it was addressed. If you are not the intended recipient you are notified that retention, dissemination, distribution or copying this email is prohibited and you should reply to the sender that you have received this email in error and then immediately delete it. Unless otherwise exempted by public record laws, senders and receivers of government emails should presume that the emails are subject to release upon request. Nothing in this email should be interpreted to authorize or conclude a binding agreement of contract between the city and the sender or recipient.

Confidentiality/Intended Recipient

This message, including attachments, constitutes confidential, non-public, patient confidential /HIPAA protected and/or proprietary information is intended to be conveyed only to designated recipient(s) and may be protected by the work-product doctrine, the privilege applicable to attorney-client communications or other laws, rules, regulations, or doctrines. If you are not the intended recipient, please: (1) do not forward, copy, print or otherwise duplicate the message; (2) advise this sender immediately; and (3) delete and destroy all copies of the message, and any attachments. All rights to assert any applicable confidentiality, privilege or other protection from disclosure or admissibility are reserved and any waiver of such rights, by virtue of inadvertent sending or otherwise, is denied. The unauthorized use, dissemination, distribution, or reproduction of this message, including attachments, is prohibited and may be unlawful.

Krup, Brian

From: Krup, Brian
Sent: Monday, May 18, 2026 4:56 PM
To: crosscreek@pedcor.net
Subject: Rhythm City Fireworks

Good afternoon,

Rhythm City is celebrating their anniversary in June which includes a fireworks show. I reached out last year to help spread the word and am doing so again this year. Below is the information we are sending out to various properties/neighborhoods surrounding the casino in hopes that it can be shared widely:

The City of Davenport is assisting Rhythm City Casino in being a good neighbor by helping communicate to the surrounding area about an upcoming fireworks show on their property in conjunction with their anniversary. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (community bulletin boards on the property, email distribution lists, newsletters, etc.):

Date: Friday, June 12, 2026

Time: Beginning around 9:30 p.m. and lasting approximately 15-20 minutes.

Location: Fireworks shoot site will be in the northwest corner of the property (7077 Elmore Avenue)



Anyone opposed to this fireworks request can submit in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, June 3.

Thanks, and have a great evening!

Brian Krup, IMFOA-CMC
Deputy City Clerk | Administration
City of Davenport

T 563-326-6163 | F 563-326-7736
226 West 4th Street, Davenport, IA 52801
davenportiowa.com

Krup, Brian

From: Krup, Brian
Sent: Monday, May 18, 2026 4:56 PM
Subject: Rhythm City Fireworks

Good afternoon, GNP Leaders,

The City of Davenport is assisting Rhythm City Casino in being a good neighbor by helping communicate to the surrounding area about an upcoming fireworks show on their property in conjunction with their anniversary. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email, text, or Facebook groups; NextDoor app; etc):

Date: Friday, June 12, 2026

Time: Beginning around 9:30 p.m. and lasting approximately 15-20 minutes.

Location: Fireworks shoot site will be in the northwest corner of the property (7077 Elmore Avenue)



Anyone opposed to this fireworks request can submit in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, June 3.

As always, we appreciate your collaboration with the City and being good neighbors.

Thanks, and have a great evening!

Brian Krup, IMFOA-CMC
Deputy City Clerk | Administration
City of Davenport

T 563-326-6163 | F 563-326-7736
226 West 4th Street, Davenport, IA 52801
davenportiowa.com

Krup, Brian

From: Brian Duffy <[REDACTED]>
Sent: Tuesday, May 19, 2026 6:39 AM
To: Krup, Brian
Subject: [EXT] Re: Rhythm City

ATTENTION: This is an external email.

I will. Thank you for the heads up!

From: Krup, Brian <Brian.Krup@davenportiowa.com>
Sent: Monday, May 18, 2026 4:55 PM
To: Brian Duffy <[REDACTED]>
Subject: Rhythm City

Good afternoon, Brian,

It's that time of year! Rhythm City is having a fireworks in conjunction with their anniversary and last year you were kind enough to assist with spreading the word. I am hoping you will be willing to do that again this year. Would you mind forwarding the below information again to anyone who lives in the area that you may have contact information for? I have an email out to Jersey Farms, the Kahl Home, Cross Creek Apartments, and a few other individuals. We greatly appreciate your help!

The City of Davenport is assisting Rhythm City Casino in being a good neighbor by helping communicate to the surrounding area about an upcoming fireworks show on their property in conjunction with their anniversary. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email, text, or Facebook groups; NextDoor app; etc):

Date: Friday, June 12, 2026

Time: Beginning around 9:30 p.m. and lasting approximately 15-20 minutes.

Location: Fireworks shoot site will be in the northwest corner of the property (7077 Elmore Avenue)



Anyone opposed to this fireworks request can submit in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, June 3.

Thanks again and have a great evening!

Brian Krup, IMFOA-CMC

Deputy City Clerk | Administration

City of Davenport

T 563-326-6163 | **F** 563-326-7736

226 West 4th Street, Davenport, IA 52801

davenportiowa.com

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Krup, Brian

From: Tom Jacobson <[REDACTED]>
Sent: Monday, May 18, 2026 6:24 PM
To: Krup, Brian
Subject: [EXT] Re: Rhythm City Fireworks

ATTENTION: This is an external email.

Brian - Thanks - I will notify the neighborhood.

Tom

From: Krup, Brian <Brian.Krup@davenportiowa.com>
Sent: Monday, May 18, 2026 4:54 PM
To: [REDACTED] <[REDACTED]>
Subject: Rhythm City Fireworks

Good afternoon, Tom,

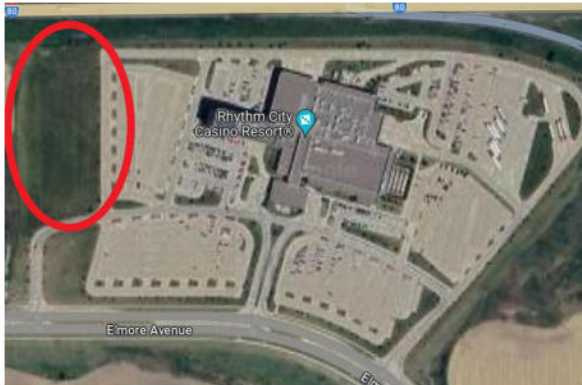
It's that time of year again! Rhythm City is having a fireworks show in conjunction with their anniversary and last year you were kind enough to assist with spreading the word to The Jersey Farms neighborhood. Would you mind forwarding the below information again? We greatly appreciate your help!

The City of Davenport is assisting Rhythm City Casino in being a good neighbor by helping communicate to the surrounding area about an upcoming fireworks show on their property in conjunction with their anniversary. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email, text, or Facebook groups; NextDoor app; etc):

Date: Friday, June 12, 2026

Time: Beginning around 9:30 p.m. and lasting approximately 15-20 minutes.

Location: Fireworks shoot site will be in the northwest corner of the property (7077 Elmore Avenue)



Anyone opposed to this fireworks request can submit in writing to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, June 3.

Thanks again and have a great evening!

Brian Krup, IMFOA-CMC

Deputy City Clerk | Administration

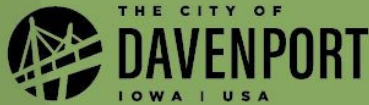
City of Davenport

T 563-326-6163 | **F** 563-326-7736

226 West 4th Street, Davenport, IA 52801

davenportiowa.com

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It's back!

CITY OF DAVENPORT

PARTY IN THE PARK

5:30 P.M. — 7:30 P.M.

- 📍 Emeis Park | July 9
- 📍 Lindsay Park | July 16
- 📍 Duck Creek Park | July 30
- 📍 Northwest Park | August 13

Presented by:
KraftHeinz



City of Davenport

Department: Finance
Contact Info: James Odean | 563-326-7739

Action / Date
6/3/2026

Subject:
Motion approving beer and liquor license applications.

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

Ward 1

Frackies (Frackies Pub, Inc) - 2820 Rockingham Road - License Type: Class C Liquor (On-Premises)

Ward 3

Antonellas II, LLC (Antonellas II, LLC) - 421 West River Drive #5 - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Hose Station 7 (Hose Station 7, LLC) - 1354 West 4th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Stompbox Brewing (JPX2ME, LLC) - 210 East River Drive #101 - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Urban Cowboy (Arod Cowboy, LLC) - 2148 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

Save More (Guru Nanak Food Mart, Inc) - 405 East Locust Street - License Type: Class E Liquor (Carry-Out)

Village Inn #110042 (VI OPCC, LLC) - 1919 Harrison Street - License Type: Class C Liquor (On-Premises)

Ward 6

California Burritos Mexican Grill (Burrito Enterprises #2, LLC) - 2690 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Your Pie (The Gizzeria Group, Inc) - 4520 East 53rd Street #400 - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Kwik Star #294 (Kwik Trip, Inc) - 1650 West Kimberly Road - 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: Clay Merritt | 563-326-7734

Action / Date
6/3/2026

Subject:

Resolution accepting work completed under the Adler Theatre HVAC Upgrades Project by Northwest Mechanical Inc of Davenport, Iowa, in the amount of \$1,016,195, CIP #69014. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

This is project upgraded the HVAC system at the Adler Theatre. The upgrades included the removal and replacement of the existing pneumatic and electric controls and the air-cooled, roof-mounted condensing units. Work also included the installation of a new air-cooled chiller with modifications to the existing platform and installation of a new chilled water system, pumps, chilled water coils, piping, insulation, and controls.

The total project cost was \$1,016,195 and was budgeted in CIP #69014.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Adler Theatre HVAC Upgrades Project by Northwest Mechanical Inc of Davenport, Iowa, in the amount of \$1,016,195, CIP #69014.

WHEREAS, the City entered into a contract with Northwest Mechanical Inc of Davenport, Iowa, for the Adler Theatre HVAC Upgrades Project; and

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

WHEREAS, the final cost of the work performed under this contract was \$1,016,195.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that work completed under the Adler Theatre HVAC Upgrades Project by Northwest Mechanical Inc of Davenport, Iowa in the amount of \$1,016,195, CIP #69014, is hereby accepted.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution accepting work completed under the Occupational Health and Wellness Clinic project by Bush Construction Company, Inc of Davenport, Iowa, in the amount of \$715,895.13, CIP #60042. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

This project involved renovation of the existing signal and bus driver areas within the Public Works Building to accommodate a new Occupational Health and Wellness Clinic. The redesigned layout provides both interior and exterior building access and includes the following spaces: reception, seating, and intake areas with a public restroom; laboratory; procedure room; exam room; conference room; two offices; physical training room; and a controlled restroom designated for drug sample collection.

The total project cost was \$715,895.13 and was budgeted in CIP #60042.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Occupational Health and Wellness Clinic Project by Bush Construction Company, Inc of Davenport, Iowa, in the amount of \$715,895.13, CIP #60042.

WHEREAS, the City entered into a contract with Bush Construction Company, Inc for the Occupational Health and Wellness Clinic Project; and

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

WHEREAS, the final cost of the work performed under this contract was \$715,895.13.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that work completed under the Occupational Health and Wellness Clinic Project by Bush Construction Company, Inc of Davenport, Iowa, in the amount of \$715,895.13, CIP #60042, is hereby accepted.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution accepting work completed under the Black Hawk Creek Gates Replacement Project by Hagerty Earthworks, LLC of Muscatine, Iowa, in the amount of \$548,271.21, CIP #68015. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

This project involved the replacement of six storm sewer outfalls along Black Hawk Creek between South Concord Street and Homestead Avenue. All the outfalls had new gate well structures installed which prevent flood water from backing into the storm system. In addition, flap gates were installed at the end of the outfall pipes to prevent debris and vermin from entering the storm system.

The total project cost was \$548,271.21 and was funded in CIP #68015.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Black Hawk Creek Gates Replacement Project by Hagerty Earthworks, LLC of Muscatine, Iowa, in the amount of \$548,271.21, CIP #68015.

WHEREAS, the City of Davenport entered into a contract with Hagerty Earthworks, LLC of Muscatine, Iowa, for the Black Hawk Creek Gates Replacement Project; and

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

WHEREAS, the final cost of the work performed under this contract was \$548,271.21; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that work completed under Black Hawk Creek Gates Replacement Project by Hagerty Earthworks, LLC of Muscatine, Iowa, in the amount of \$548,271.21, CIP #68015, is hereby accepted.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
6/3/2026

Subject:

Resolution accepting work completed under the FY 2024 Contract Sewer Repair Program by Hagerty Earthworks LLC of Muscatine, Iowa, in the amount of \$511,372.45, CIP #30060 and #33001. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This program is to repair damage to sewer infrastructure by contract. All work has been satisfactorily completed by Hagerty Earthworks LLC of Muscatine, Iowa.

The total cost was \$511,372.45 and was budgeted in CIP #30060 and #33001.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work performed under the FY 2024 Contract Sewer Repair Program by Hagerty Earthworks LLC of Muscatine, Iowa, in the amount of \$511,372.45, CIP #30060 and #33001.

WHEREAS, the City of Davenport entered into a contract with Hagerty Earthworks LLC of Muscatine, Iowa, for the FY 2024 Contract Sewer Repair Program; and

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

WHEREAS, the final cost of the work performed under this contract is \$511,372.45.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that work completed under the FY 2024 Contract Sewer Repair Program by Hagerty Earthworks LLC of Muscatine, Iowa, in the amount of \$511,372.45, CIP #30060 and 33001, is hereby accepted.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution accepting work completed under the Torrey Pines Court Reconstruction Project by Emery Construction Group, Inc of Moline, Illinois, in the amount of \$367,297.65, CIP #35062. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

This project reconstructed Torrey Pines Court from Utica Ridge Road to the end of the cul-de-sac. The improvements included the reconstruction of the existing concrete roadway, installation of sub-drains, adjusting all existing sanitary sewer and storm sewer structures, replacement of the adjacent driveway approaches, topsoil, and sodding work.

The total project cost was \$367,297.65 and was budgeted in CIP #35062 | Neighborhood Street Repair Program.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Torrey Pines Court Reconstruction Project by Emery Construction Group, Inc of Moline, Illinois, in the amount of \$367,297.65, CIP #35062.

WHEREAS, the City entered into contract with Emery Construction Group, Inc of Moline, Illinois, for the Torrey Pines Court Reconstruction Project; and

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

WHEREAS, the final cost of the worked performed under this contract was \$367,297.65.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that work completed under the Torrey Pines Court Reconstruction Project by Emery Construction Group, Inc of Moline, Illinois, in the amount of \$367,297.65, CIP #35062, is hereby accepted.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution awarding a contract for the Howell Street Lift Station Project to Miller Trucking & Excavating of Silvis, Illinois, for the amount of \$1,917,157, CIP #33067. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on May 5, 2026, and sent to contractors. On May 26, 2026, the Purchasing Division opened and read two (2) bids. Miller Trucking & Excavating of Silvis, Illinois, was determined to be the lowest responsive and responsible bidder and is recommended for award.

The proposed improvements include construction of a new lift station with updated internal components and demolition of the existing facility. Storm sewer improvements will consist of the removal and replacement of existing intakes, along with installation of new storm sewer pipe and manholes. Limited pavement reconstruction will be required to accommodate these improvements. Final site restoration, including seeding and replacement of fencing disturbed during construction, will also be completed as part of the project.

This project is budgeted in CIP #33067 | Lift Station PS104 Howell Street.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Howell Street Lift Station Project to Miller Trucking & Excavating of Silvis, Illinois, for the amount of \$1,917,157, CIP #33067.

WHEREAS, the City needs to contract for the Howell Street Lift Station Project; and

WHEREAS, Miller Trucking & Excavating of Silvis, Illinois, was determined to be the lowest responsive responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the Howell Street Lift Station Project is hereby awarded to Miller Trucking & Excavating of Silvis, Illinois for the amount of \$1,917,157, CIP #33067.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Amy Kay | 563-327-5160

Action / Date
6/3/2026

Subject:

Resolution approving a one-year contract renewal for Natural Resources landscaping maintenance services with Delf's Landscape and Irrigation of Blue Grass, Iowa, for the amount of \$104,200. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This contract is for landscaping maintenance services for the native prairie areas and Natural Resources stormwater management green infrastructure throughout the City. Maintenance is expected to be performed approximately four (4) times per growing season for the native prairie areas and eight (8) times per growing season for the Natural Resources stormwater management green infrastructure areas.

The original contract was awarded in April 2024 with the option of two possible one-year renewals. This is the second one-year renewal.

Funding for this project is from 51251660 520217 MOW.

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 one-year contract renewal for Natural Resources landscaping maintenance services with Delf's Landscape and Irrigation of Blue Grass, Iowa, for the amount of \$104,200.

WHEREAS, the City needs to contract for Natural Resources landscaping maintenance services; and

WHEREAS, Delf's Landscape and Irrigation of Blue Grass, Iowa, was awarded a contract in April 2024 with the option of two possible one-year renewals, and this is the second one-year renewal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a one-year contract renewal for Natural Resources landscaping maintenance services with Delf's Landscape and Irrigation of Blue Grass, Iowa, for the amount of \$104,200 is hereby approved.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution awarding a contract for the Western Avenue (West 28 1/2 Street to West 31st Street) Reconstruction project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$610,414, CIP 35602. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on April 30, 2026, and sent to contractors. On May 21, 2026, the Purchasing Division opened and read five (5) bids. Hawkeye Paving Corporation of Davenport, Iowa, was determined to be the lowest responsive and responsible bidder and is recommended for award.

The proposed improvements include, but are not limited to, the furnishing of all labor, materials, and equipment necessary for the reconstruction of the existing roadway; ADA sidewalk and ramps; integrated curb replacement; resetting of all existing utility surface features to finish grade; replacement of driveway approach aprons; topsoil; sodding; and erosion control.

This project is budgeted in CIP #35062 | Neighborhood 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 Western Avenue (West 28 1/2 Street to West 31st Street) Reconstruction Project to Hawkeye Paving Corporation of Davenport, Iowa, for the amount of \$610,414, CIP #35602.

WHEREAS, the City needs to contract for the Western Avenue (West 28 1/2 Street to West 31st Street) Reconstruction Project; and

WHEREAS, Hawkeye Paving Corporation of Davenport, Iowa, was determined to be the lowest responsive responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the Western Avenue (West 28 1/2 Street to West 31st Street) Reconstruction Project is hereby awarded to Hawkeye Paving Corporation of Davenport, Iowa, for the amount of \$610,414, CIP #35602.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Western Avenue Reconstruction (W 28-1/2 Street to W 31st Street)

BID NUMBER: 26-64

OPENING DATE: May 21, 2026

FUNDING: CIP #35062 | Neighborhood Street Repair Program

RECOMMENDATION: Award the contract to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$610,414.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Hawkeye Paving Corporation of Davenport, IA	\$610,414
N.J. Miller, Inc of Bettendorf, IA	\$632,522.50
Eastern Iowa Excavating & Concrete, LLC of Cascade, IA	\$661,047
Langman Construction, Inc. of Rock Island, IL	\$679,473.28
Centennial Contractors of the Quad Cities of Moline, IL	\$687,918

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved

Chief Financial Officer

Date

City of Davenport

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

Action / Date
6/3/2026

Subject:

Resolution awarding a contract for engineering services for the South Clark Street South Bridge Over Black Hawk Creek Replacement Project to Stanley Consultants, Inc of Muscatine, Iowa, for an amount not to exceed \$178,440, CIP #21017. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

Upon acceptance of the Competitive Highway Bridge Program (CHBP) funds for the replacement of the south bridge over Black Hawk Creek on South Clark Street, the City solicited and selected the proposal of Stanley Consultants, Inc of Muscatine, Iowa.

Under the CHBP, project lettings are bundled in an effort to control costs. The City of Davenport is paired with the City of Iowa City's awarded bridge project.

The design will be complete for a November 2027 Iowa Department of Transportation letting. Funding for the South Clark Street South Bridge Over Black Hawk Creek Replacement Project is budgeted in CIP #21017 with an amount not to exceed \$178,440.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the South Clark Street South Bridge Over Black Hawk Creek Replacement Project to Stanley Consultants, Inc of Muscatine, Iowa, for an amount not to exceed \$178,440, CIP #21017.

WHEREAS, the City needs to contract for engineering services for the design of the South Clark Street South Bridge Over Black Hawk Creek Replacement Project; and

WHEREAS, Stanley Consultants, Inc of Muscatine, Iowa, will provide the necessary technical expertise to best fit the needs of this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for engineering services for the South Clark Street South Bridge Over Black Hawk Creek Replacement Project is hereby awarded to Stanley Consultants, Inc of Muscatine, Iowa, for an amount not to exceed \$178,440, CIP #21017.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | Civil Site Upgrades Project, CIP #64130. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

The project scope involves civil engineering work to upgrade utility services. This includes new water service connections, hydrants, and sanitary tie-ins, as well as schematic design for franchise utility coordination efforts.

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 Annie Wittenmyer Utility Separation | Civil Site Upgrades Project, CIP #64130.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Annie Wittenmyer Utility Separation | Civil Site Upgrades; 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 Annie Wittenmyer Utility Separation | Civil Site Upgrades, CIP #64130.

Passed and approved this 10th day of June, 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
6/3/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | HVAC Upgrades Project, CIP #64130. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

The project scope includes upgrading the theater's HVAC system and connecting them to new utility services provided in the concurrent civil utility separation projects, including bringing new independent electric, gas, domestic water, and sanitary services to the building. Upgrades include a new air handling system with hydronic heating coil, new boiler array and associated pumps, new electric unit heaters and electric baseboard heaters, a new sewage ejector system, and electrical panel and dedicated electrical meter.

Alternate 1: Provide ducted HVAC mini-split system for basement perimeter spaces in lieu of a portion of electric unit heaters. Stairwell unit heaters shall remain in Alternate 1.

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, forms of contract, and estimate of cost for the Annie Wittenmyer Utility Separation | HVAC Upgrades Project, CIP #64130.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Annie Wittenmyer Utility Separation | HVAC Upgrades 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 Annie Wittenmyer Utility Separation | HVAC Upgrades Project, CIP #64130.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
6/3/2026

Subject:

Resolution approving the purchase of a 2026 John Deere 672 P-Tier road grader equipped with a wing plow from Martin Equipment of Rock Island, Illinois, for the amount of \$388,064 using Sourcewell contract #011723-JDC, CIP #24033. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This purchase is part of the FY 2027 fleet replacement schedule and will be assigned to the Street Division of Public Works. The John Deere 672P road grader will replace a 1997 model that is scheduled for replacement. The 672P road grader was quoted under Sourcewell contract 011723-JDC.

This purchase is budgeted in CIP #24033.

Attachments:

1. Resolution
2. Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of a 2026 John Deere 672 P-Tier road grader equipped with a wing plow from Martin Equipment of Rock Island, Illinois, in the amount of \$388,064 using Sourcewell contract #011723-JDC, CIP #24033.

WHEREAS, the City of Davenport needs to purchase a new road grader; and

WHEREAS, Martin Equipment of Rock Island, Illinois was awarded the Sourcewell contract #011723-JDC 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 a 2026 John Deere 672 P-Tier road grader equipped with a wing plow from Martin Equipment of Rock Island, Illinois, for the amount of \$388,064, CIP #24033, is hereby approved.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



3720 85th Avenue West
 Rock Island, IL 61201
 T: (309) 787-6108
 F: (309) 787-1983

Quote Issued To: CITY OF DAVENPORT
 226 WEST FOURTH STREET
 DAVENPORT IA 52801
 5633267718
Quote Issued By: Ron Carmichael 309-781-8716

QUOTATION

Quote #: 1016345
Issue Date: 5/6/2026
Expire Date: 5/27/2026

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Quoted Sale Price
	2026	John Deere	672 P-Tier Motor Grader with 6WD			\$655,374.00	\$362,564.00

Description

JDLink™ Telematics
 English Operators Manual
 Armrest-Mounted Fingertip Electrohydraulic (EH) Controls
 Level 2 Trim - Deluxe Seat - Leather/Cloth, heated, air suspension, mechanical lumbar, Converter 24/12V 30AMP, Sun Shade, Lower Front Wipers
 Rear Camera Plus Dual Front Alley Cameras with Dedicated Displays
 Standard Glass with Opening Windows
 Heated Exterior Mounted Rearview Mirrors
 Premium Radio
 Seat Belt Minder & Quad Beacons
 Three Front Auxiliary
 Three Rear Auxiliary
 Autoshift Plus Transmission
 John Deere 9.0L - FT4/Stage V
 Standard Fuel & Water Filtration
 Quick Service Group
 Michelin XGLA2 - 14.0R24 G2/L2 Single Star Radial Tires 3 Pc Rim
 Front & Rear Fenders
 18 LED Premium Light Package



MARTINEQUIPMENT.COM



3720 85th Avenue West
 Rock Island, IL 61201
 T: (309) 787-6108
 F: (309) 787-1983

Description

14 ft x 24 in x 7/8 in (4.27 m x 610 mm x 22 mm) with 8 in x 3/4 in (203 x 19 mm) Cutting Edge & 3/4 in (19 mm) hardware
 Reversible Overlay End Bits Only
 Rear Hitch and Pin
 Blade Impact System
 Premium Circle
 Front Scarifier
 Eng Block Heater and Ether Start Aid
 Periodic Maintenance Engine Compartment Light
 Rear Slow Moving Vehicle (SMV) Sign
 5 Yr/2,000 Hr Full Mach Warranty (\$200 Ded) (\$9,564)

Additional Items:

Henke PLHW-12' Hyd Postless Grader Wing \$25,500.00

NOTES

This is a Sourcewell Quote
 Sourcewell Contract #011723-JDC
 Davenport Acct # 58282
 672P Estimated Delivery 12-14 weeks, Henke Wing 6-7 months to ship.

QUOTE SUMMARY

Total Sale price: \$362,564.00
Additional Items: \$25,500.00

Subtotal: \$388,064.00

Sales Tax: \$0.00

Rent Applied: \$0.00

Cash with Order: \$0.00

Document Fee: \$0.00

TOTAL: \$388,064.00

Acceptance Signature: _____

Date: _____



MARTINEQUIPMENT.COM



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.*



MARTINEQUIPMENT.COM

City of Davenport

Department: Public Works
Contact Info: Jeff Wolf | 563-888-2289

Action / Date
6/3/2026

Subject:

Resolution awarding a five-year contract, with three optional one-year renewals, for paratransit service and limited demand response service to River Bend Transit of Davenport, Iowa. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals (RFP) for Paratransit and Other Services was issued and sent to vendors on March 6, 2026. On April 20, 2026, the Purchasing Division unsealed three (3) proposals and sent them to a selection committee for evaluation.

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

- Meeting Service Requirements | 45%
- Costs | 40%
- References | 5%
- History | 5%
- Quality of Life | 5%

River Bend Transit of Davenport, Iowa, was ranked 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 paratransit, Saturday demand response, and night shift demand response services.

Funding for these services comes from CitiBus operating funds and FTA grants.

Attachments:

1. Resolution
2. Contract

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a five-year contract, with three optional one-year renewals, for paratransit service and limited demand response service to River Bend Transit of Davenport, Iowa.

WHEREAS, the City needs to contract for paratransit and limited demand response services; and

WHEREAS, River Bend Transit of Davenport, Iowa, was ranked highest by the evaluating committee and deemed the best vendor to 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 five-year contract, with three optional one-year renewals, for paratransit service and limited demand response service is hereby awarded to River Bend Transit of Davenport, Iowa.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

**FORM OF CONTRACT FOR PARATRANSIT SERVICE, LIMITED FIXED-ROUTE SERVICE
AND LIMITED DEMAND RESPONSE SERVICE
BY AND BETWEEN RIVER BEND TRANSIT AND THE CITY OF DAVENPORT, IOWA**

This Contract entered into by and between the City of Davenport, Iowa (hereinafter referred to as “the City”) and River Bend Transit (hereinafter referred to as “the Operator” or “Contractor”):

Whereas, the City desires to provide paratransit services to persons determined to be eligible riders, per the Americans with Disabilities Act (ADA), within City boundaries and ¼ of a mile from all City fixed bus routes, and

Whereas, the City desires to provide demand response on Monday through Saturday evenings and Saturday mornings, and

Whereas, the City has combined all of these services into one agreement, and

Whereas, the Operator has vehicles and employees available to provide these services;

NOW, THEREFORE, it is agreed by and between the parties hereto:

A. Term

The term of this agreement shall begin on July 1, 2026, and continue through June 30, 2031. Unless either party provides written notice of non-renewal at least ninety (90) days before the expiration of the then-current term, this Agreement shall automatically renew for one (1) additional one-year term, subject to appropriation, availability of funds, receipt of applicable federal, state, and local funding, and any approvals required by law, City policy, or City Council action. The Agreement may automatically renew for no more than two (2) additional one-year terms. No automatic renewal shall obligate the City beyond amounts lawfully appropriated and available for the applicable renewal term.

B. Description of Services

1. Description of Services:

a) Paratransit:

Paratransit operations exist simultaneously with fixed route transit operations. Paratransit service makes the City’s current fixed route transit service compliant with ADA requirements. Drivers provide a sidewalk or curb-to-curb service to passengers except as required by federal regulations.

Operational Hours: Monday through Friday - 5:30 am to 7:00 pm and Saturday - 9:00 am - 7:00 pm

b) Saturday Demand Response:

The Saturday Demand Response provides supplemental transportation service in coordination with regular Transit fixed route transit operations. All services are designed largely to assist riders in getting to and from employment or work-related training/education. The Saturday Morning Demand Response provides employment transportation for trips needed prior to the start of Saturday fixed route hours.

Operational Hours: Saturday, 5:45 am - 9:00 am

c) Davenport Nigh Shift Demand Response:

The Davenport Night Shift Demand Response provides accessible transportation for Davenport citizens for work and work-related trips, including childcare, training programs, and job service. The service area is within Davenport and Bettendorf city limits.

Operational Hours: Monday - Friday 7:00 pm - Midnight; Saturday, 7:00 pm - Midnight

2. Holidays: Service does not operate on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Weather-related service suspensions are determined by Davenport Transit.
3. The Operator shall provide scheduling and dispatching services by using one or more operator employees during the hours 6 am — 5 pm Monday through Friday and 8 am — 4 pm on Saturdays. During all other days and hours, a recording device shall be used to receive requests for reservations.
4. The Operator may negotiate pick-up times with the individual but may not require the trip to begin more than 30 minutes before or after the individual's desired departure time.
5. The Operator must ensure that paratransit trips are not unduly longer when compared with similar fixed route trips in accordance with FTA regulations and ADA standards.
6. Trip priorities may not be assigned.
7. Reservations for single trips may be made up to fourteen (14) days in advance. Reservations for repeated trips (e.g., subscription service) shall not exceed 50% of all the trips provided.
8. The City will issue identification (ID) cards with numbers to ADA-eligible riders and will provide the list to the Operator, with any changes being transmitted to the Operator immediately. No reservation shall be accepted by the Operator without a valid ID.
9. Personal Care Attendants (PCAs) must make reservations. Non- disabled passengers who are not PCAs will be referred to the City's Public Transit System (Transit) for fixed-route bus information. Disabled visitors shall be allowed access per the City's eligibility requirements. Out-of-town visitors with paratransit eligibility will be provided with a service concurrent with FTA requirements.
10. Telecommunication Device for the Deaf (TDD) Services will be available for clients reaching out to the Operator.
11. The Operator must notify the City, as soon as is practicable, of events or service interruptions which may occur during hours of operation, including but not limited to a) an accident; b) an incident (e.g., confrontation or the threat of an assault on a driver or another passenger).
12. The Operator shall be responsible for the availability and operation of the vehicles necessary for providing paratransit service, which originates under this contract.
13. The Operator shall be responsible for the performance of timely repairs to paratransit vehicles. In reference to accessibility features, the Operator shall take reasonable steps to accommodate individuals with disabilities who could otherwise use the feature.

14. Vehicles in service under this contract that experience malfunctioning wheelchair-lifts/ramps must be replaced immediately. The Operator must have an adequate spare ratio to replace these vehicles with inoperative wheelchair-lifts/ramps immediately after a breakdown occurs. Wheelchair- lifts/ramps must be cycled daily before a vehicle begins service for the day.
15. Securement systems must be provided and routinely used for individuals using mobility devices.
16. Individuals with disabilities who do not use mobility devices, including standees, may use a vehicle's lift or ramp to enter the vehicle.
17. Transportation may not be denied to persons or their equipment on grounds that the device cannot be secured or restrained satisfactorily in the vehicle. A boarding chair shall be made available to a passenger, if necessary.
18. Vehicles shall be kept clean on the interior and the exterior.
19. The Operator's vehicles shall be identified in accordance with Iowa DOT requirements.
20. The Operator's driver must be tested for the presence of prohibited drugs and alcohol following an accident and at other times, as required by the Federal Transit Administration (FTA). The Operator shall be available for any requested review of the policy by the City or FTA representatives and make required changes, if necessary, by the FTA promptly.
21. The Operator's personnel shall be trained to ensure proficiency as appropriate in their duties, so that they operate vehicles and equipment safely, and properly assist and treat individuals with disabilities.
22. The Operator shall ensure that all drivers hold a current and applicable license in accordance with vehicle type and passenger load carried, and meet the following minimum employment standards. Drivers who do not meet the following minimum criteria may not participate in the provision of these contracted paratransit services:
 - a. A driver may have no more than one (1) moving traffic violation in each of the last three (3) years before applying to drive for this program;
 - b. If a driver's license has ever been suspended, the applicant must have two (2) full years of subsequent driving with no moving violations;
 - c. Under no condition will an applicant be accepted as a driver for this program if he/she has been convicted of a drug or alcohol offense within the last three (3) years;
 - d. Under no condition may an applicant be assigned as a driver for this program if he/she has been convicted of a felony during the last seven (7) years that is related to the duties and responsibilities of a driver; and
 - e. Under no condition may an applicant be assigned as a driver for this program if he/she has been convicted of a criminal offense that relates to the truth and veracity of the driver, or would be considered a crime against persons.
23. Vehicles shall be properly licensed for the type of use and size.

24. Upon request, the driver shall provide reasonable assistance to passengers in boarding and exiting the vehicle, including assistance at the curb, sidewalk, and to or from the exterior door of the passenger's origin or destination, when such assistance can be provided safely and in compliance with applicable law, ADA requirements, and Operator safety procedures.
25. The driver shall not wait for more than five (5) minutes past any scheduled pick-up location.
26. When a passenger using a mobility device requires a Personal Care Attendant when traveling, the attendant must travel from and to the same pick-up and destination points.
27. The operator shall collect a fare for each person for each one-way trip in accordance with the fare schedule established by the City, as shown in Exhibit "A", except for persons transported to and from the Center for Aging Services, Inc. (CASI) Adult Day Care Program. The operator shall send the City a check for the amount of fares collected each month. The check shall be sent within thirty (30) days of the end of the month.
28. At the request of the City, the Operator shall distribute comment cards to passengers to assess customer service.
29. The Operator will notify the City as soon as possible if unable to provide paratransit service due to inclement weather. The Operator will also notify scheduled passengers of any cancellations.

C. Required Reports

1. Annual Reports: The following reports shall be submitted by the operator annually to the City:
 - a. On or before February 1st the FTA Drug and Alcohol Management Information System (DAMIS) Report on substance testing for the previous calendar year, as required by the federal government. The Operator must annually provide a statement of compliance with the drug and alcohol testing rules using language similar to that required by the federal government.
 - b. On or before September 15th all statistical information to comply with the National Transit Database (NTD) report, as required by the federal government.
 - c. On or before December 1st an annual financial report and audit of the preceding Fiscal Year.
2. Monthly Reports: The Operator shall submit a monthly report, which will include the following data:
 - a. the total vehicle miles;
 - b. the total revenue miles;
 - c. the total unlinked passenger trips;
 - d. the number of individuals using mobility devices;
 - e. the number of ambulatory ADA-eligible passengers;
 - f. the number of Personal Care Attendants;
 - g. the total farebox revenue;
 - h. vehicles hours;
 - i. revenue hours, and
 - j. a history of passenger complaints
 - k. trips completed/missed

- l. trip denials
 - m. no-shows by date, name, time of day of reservation, and destination.
 - n. NTD S&S 50 report or equivalent
3. Daily Reports: The Operator generates a daily Manifest Schedule through "Route Match" for all vehicles. These trip records, shall be maintained for a period of three (3) years, and shall be provided to the City upon request. Trips shall be listed in sequence and shall include the following minimum data:
- a. Client Number
 - b. Address of Trip Original
 - c. Address of Trip Destination
 - d. Odometer Reading at Trip Origin
 - e. Odometer Reading at Destination
 - f. Vehicle Identification Number
 - g. Driver's Name

D. Insurance

1. The Operator shall maintain insurance of the types of coverage with companies authorized to do business in the state of Iowa and satisfactory to the City listed below for the durations of the contract:
- a. Commercial General Liability
 - i. General Aggregate Limit \$1,000,000
 - b. Business Automobile Liability, covering owned, hired, and non-owned vehicles
 - i. \$1,000,000 per event
 - c. Umbrella Liability Limits of Liability:
 - i. General Aggregate Limit \$5,000,000
 - d. Workers' Compensation as required by applicable law
 - e. These limits shall be subject to increase from time to time by written mutual consent of the parties to keep up with CPI and market conditions but not less than every five years.

The City, shall be named as an additional insured on the Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability policies where applicable. Operator's insurance shall be primary and noncontributory to any insurance or self-insurance maintained by the City. Operator shall provide certificates of insurance and applicable endorsements before commencing services. Operator shall not allow any required insurance to lapse, be cancelled, or be materially reduced. Failure to maintain required insurance shall be a material breach, and the City may suspend services, withhold payment, or terminate the Agreement.

E. Compensation

- 1. On or before the fifteenth day of each month, the operator shall submit an invoice to the City, itemizing the number of service hours provided during the previous month for which the City shall be charged.
- 2. The following rates will change in each fiscal year.

Fiscal Year	Hourly Rate	Estimated Hours	Annual Costs
FY27	\$66.55	25,000	\$1,663,750
FY28	\$67.88	25,000	\$ 1,697,000
FY29	\$69.24	26,000	\$ 1,800,240
FY30	\$70.62	26,000	\$ 1,836,120
FY31	\$72.04	26,000	\$ 1,873,040

3. Estimated hours and annual costs are for planning purposes only. The City does not guarantee any minimum number of trips, hours, revenues, or payments.
4. The City will, upon receipt of the Operator’s monthly invoice, remit payment of the balance due, less any assessments made by the City in accordance with the schedule determined in Exhibit “A”, net of any credits to the Operator, promptly within thirty (30) days.

F. Hold Harmless and Indemnity

1. The Operator agrees to assume all risk of loss and to defend, indemnify and hold the City and its officers, employees, and agents harmless from and against any and all losses, damage, claims, demands, liabilities, actions, suits, or proceedings, including costs of attorneys' and witnesses' fees, for the loss of or damage to property or for injury or death to any person caused or contributed to or allegedly caused or contributed by the acts or omissions of the operator, its employees, and its agents by reason of this agreement at its own expense.
2. It is understood that the Operator is acting as an independent contractor in extending the services described, and that, as such, it is not an employee, servant, agent, partner or joint venture of the City. This agreement sets forth the services to be provided, but the Operator shall determine the legal means by which it shall accomplish the services specified.

G. Amendments

This contract shall not be amended without the written consent of both parties.

H. Cancellation of Contract

1. This contract may be cancelled during its term by either party for just cause after the aggrieved party gives written notice to the other party of default, and if the default has not been corrected within ten (10) calendar days after receipt of the notice, this contract shall be cancelled. The failure of either party to insist on strict performance of any of the contract conditions shall not be deemed a waiver of the right of either party to declare default for any subsequent violation of the conditions of this contract.
2. The City may cancel this contract for convenience 180 calendar days after the operator has received written notice from the City.
3. The City may immediately suspend services or terminate this Agreement, in whole or in part, upon written notice if the City determines that Operator’s performance presents a threat to public safety, passenger safety, ADA compliance, grant compliance, insurance coverage, licensure, or the City’s legal obligations.

I. Notices

All notices to be given with respect to this document shall be in writing, shall be sent by certified mail, postage prepaid, and return receipt requested, to the party to be notified at the address set forth herein or at such other

address either party may designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to prohibit personal service of any notice in the manner prescribed for personal service of an original notice or other legal process.

Operator: Sherli Childers
River Bend Transit
7440 Vine Street
Davenport, IA 52806
(563) 386-7484

City of Davenport: Nicole Gleason
Davenport Public Works
1200 East 46th Street Davenport, IA 52807
563-327-5150

J. Federal and State Requirements

This contract is subject to financial assistance contracts, and the conditions of said contracts between the City and the State of Iowa, and between the City and the Federal Transit Administration, require that the contractor comply with certain regulations. The regulations are listed in Exhibit "B".

K. Evaluation

The City shall have the right to evaluate the service and the contractor's compliance with contract conditions, including federal and state regulations, at any time.

L. Miscellaneous Provisions

1. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
2. This Agreement may be executed in any number of counterparts, each such executed counterpart to be deemed an original hereof, and all such executed counterparts shall together constitute but the same instrument, which shall, for all purposes, be sufficiently evidenced by any one such executed counterpart.
3. If any part of this Agreement is determined to be void or unenforceable, the remaining sections of this Agreement shall nevertheless remain in full force and effect.
4. The section headings or subsection headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
5. This agreement supersedes all prior contracts and agreements between the parties for the services provided in connection with this agreement.

M. Data Protection

Operator shall protect all City data, rider information, trip records, eligibility records, addresses, destinations, complaints, no-show records, and other nonpublic or sensitive information using reasonable administrative, technical, and physical safeguards. Operator shall use such information only to perform this Agreement, shall not disclose it except as authorized by the City or required by law, and shall promptly notify the City of any unauthorized

access, disclosure, loss, or misuse.

N. Public Records

Operator acknowledges that records related to this Agreement may be subject to applicable public records laws. Operator shall cooperate with the City in responding to requests for public records and shall not represent that records are confidential unless a lawful exemption applies. The City retains final authority to determine disclosure obligations, subject to applicable law.

O. Audit and Records

Operator shall maintain complete and accurate records sufficient to verify performance, compliance, and charges under this Agreement. The City, State of Iowa, FTA, and their authorized representatives may inspect, audit, and copy such records during the term and for the applicable retention period. Records shall be retained for the longer of the period required by this Agreement, applicable law, grant requirements, audit resolution, or litigation hold.

P. Assignability

This Agreement is not assignable to any other party without the express written approval of the City.

Attachment "A"
FARE STRUCTURE

The following fares will be set from time to time by the Davenport City Council and submitted to the operator no less than thirty (30) days before their effective date. The fare structure will be in compliance with ADA limitations. The fare structure is:

Passenger	Rate
ADA-Eligible Passenger	\$2.00 per one-way trip
Riding Companion (space available)	\$2.00 per one-way trip
Personal Care Attendant	Free

Attachment B
FTA Master List of Clauses is a separate document

City of Davenport

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

Action / Date
6/3/2026

Subject:

Motion approving as-needed purchases of rock salt for the 2026-2027 winter season from Morton Salt, Inc of Overland Park, Kansas, for the price of \$125.70 per ton. [All Wards]

Recommendation:

Pass the Motion.

Background:

The City of Davenport participated in the Iowa Department of Transportation bid for FY 2027 Delivered Rock Salt. At the price of \$125.70 per ton, Morton Salt, Inc of Overland Park, Kansas, was the lowest bidder that submitted to supply salt to the City of Davenport. There is no guaranteed minimum purchase under this contract.

Purchases are funded through 54702031 520201 | SALT.

Attachments:

None

City of Davenport

Department: Public Works

Contact Info: Jim Erwin, Jeff Wolf | 563-326-7922, 563-888-2289

Action / Date

6/3/2026

Subject:

Motion approving the Public Transportation Agency Safety Plan (PTASP) for Davenport Transit as required by the Federal Transit Administration (FTA). [All Wards]

Recommendation:

Pass the Motion.

Background:

The Public Transportation Agency Safety Plan (PTASP) is a requirement by the Federal Transit Administration (FTA) that mandates public transit operators receiving federal funds to develop comprehensive safety plans. The purpose of the PTASP is to proactively identify, mitigate, and monitor safety risks across the transit system.

The PTASP has been reviewed and updated and requires board (City Council) approval.

Attachments:

1. Safety Plan

1. Transit Agency Information

Transit Agency Name	City of Davenport / Transit Division
Transit Agency Address	1200 East 46 th Street, Davenport, IA 52807
Name and Title of Accountable Executive	Jim Erwin - City of Davenport Public Works Operations Manager - Transportation
Name and Title of Chief Safety Officer	Yolandas Dixon - City of Davenport Chief Safety and Training Coordinator
Mode of Service Covered by this Plan	Fixed Route / Paratransit (through contract)
List ALL FTA Funding Types	5307, 5310, 5339
Modes of Service Provided by the Transit Agency	Fixed Route
Does the Agency Provide Transit Services on behalf of another transit agency or entity?	No

2. Plan Development, Approval, and Updates

Name of Person Who Drafted This Plan	Yolandas Dixon-Chief Safety Officer (Chief Safety & Training Coordinator)	
Accountable Executive	Signature	Date of Signature
Approval by City Administrator	Signature	Date of Signature
A copy of City of Davenport Transit Division Public Transportation Agency Safety Plan (PTASP) is maintained on file by the City of Davenport Chief Safety Officer.		

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1	Entire Document	New Document	03/3/2024
2	Entire Document	Modified	12/28/2024
3	Entire Document	Modified	5/8/2025
4	Entire Document	Staffing	5/22/2026

Review and Update of the Public Transportation Agency Safety Plan
--

The Agency Safety Plan (ASP) for the City of Davenport/Transit Division will be jointly reviewed and updated by the Chief Safety Officer and the Accountable Executive any time there is a major change to the plan. Any proposed changes will be presented to the Agency Safety Committee (ASC) and once approved by the ASC the updated ASP will be sent to the City of Davenport City Council for approval.

It is recommended that the ASP Committee review the Plan once a year and meet every 6 months. Reviews of the ASP by the local agency, any subsequent updates and addendums, adoption, and distribution activities will be documented in the ASP Document Activity Log included at the beginning of this document.

3. Safety Performance Targets

Safety Performance Targets							
Targets Below are based on review of previous 3-years of Transit Division Safety Data							
Mode of Transit Service	Fatalities (total)	Fatalities (per 100,000 VRM)	Injuries (total)	Injuries (per 100,000 VRM) (D-650K)	Safety Events (total) Could be worse	Safety Events (per 100,000 VM)	System Reliability (VRM/failures)
Fixed-Route Bus	0	0	3	0	0.08	0.0136	11.45

Safety Performance Target Coordination		
Targets Transmitted to State Department of Transportation	State Entity Name	Date Targets Transmitted
	Iowa Department of Transportation	Submitted via email to Sreeparna Mitra, Transit Program Manager, Iowa DOT Brent Paulsen, Transit Programs Administrator, Iowa DOT
Targets Transmitted to the Metropolitan Planning Organization	Metropolitan Planning Organization Name	Date Targets Transmitted
	Bi-State Regional Commission	12/28/2025

The Accountable Executive, through the City of Davenport Transit Operations Manager, has shared the Transit Division ASP, including the safety performance targets, with the Iowa Department of Transportation (Iowa DOT) and the Bi-State Regional Commission (MPO) as required by the Federal Transit Administration (§ 673.15(a) and (§ 673.15(b) respectively. Transit Division personnel are available to coordinate with the Iowa DOT and/or the MPO in the selection of Iowa and MPO safety performance targets upon request. Anytime the plan is modified, an updated copy will be provided to the Iowa DOT and the MPO.

4. Safety Management Policy

Safety Management Policy Statement

The City of Davenport is committed to Safety Management as a systematic and comprehensive approach to identifying safety hazards and risks associated with transit system operations and related maintenance activities. The Transit Division has adopted a Safety Management Systems (SMS) framework as an explicit element of the agency's responsibility by establishing a safety policy; identifying hazards and controlling risks; setting goals, and planning and measuring performance. Furthermore, Transit Division has adopted SMS as means by which to foster agency-wide support for Chief Safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

All levels of management will be responsible for establishing safe and quality transit services that represent the Transit Division's performance of its SMS. Managers will take an active role in the Safety Risk Management process and ensure that Safety Assurance functions are supported. Managers are responsible for ensuring that Safety Risk Management is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated.

Safety is a core value of the City of Davenport along with the Transit Division, and managing safety is a core business function. The Transit Division is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the public; The Division will use safety management processes to direct the prioritization of safety and allocate its organizational resources—people, processes, and technology—in balance with its other core business functions, to promote and achieve a safety culture.

The Transit Division is committed to the following safety objectives:

- Leading the development of a commitment to safety: Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. Transit Division management will hold all employees accountable for safety performance.
- Communicating the purpose and benefits of the Safety Management System (SMS) to all employees: Communication systems will be put in place to enable greater awareness of Transit Division' safety objectives and safety performance targets as well as to provide on-going safety communication up, down, and across the organization. All levels of management must proactively engage employees and work to keep the lines of safety communication honest and open. All employees will be trained in safety reporting procedures.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through the Transit Division Employee Safety Reporting Program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of City of Davenport and/or Transit Division rules, policies, and procedures. All Transit Division employees will be responsible for utilizing this program as part of the Safety Management System. The hazard report forms will be available at easily accessible locations in the Transit Division office as well as at the operator's room at the Ground Transportation Center.
- Identifying hazardous and unsafe work conditions and analyzing data from the Employee Safety Reporting Program. After thoroughly analyzing the data provided the ASC, will develop process and procedures to mitigate safety risks to an acceptable level.

- Establishing safety performance targets that are realistic, measurable and data driven. The ASC will establish realistic measures of safety performance and safety performance targets based on key safety performance indicators, inspections, investigations, and corrective action reports to revise or develop safety objectives, safety performance targets, and plans with the goal of continuous safety improvement.

Fundamental safety beliefs guiding our approach include:

1. Safety is a core business value;
2. Safety excellence is a key component of our mission;
3. Safety is a source of our competitive advantage; our business will be strengthened by making safety excellence an integral part of all our public transportation activities;
4. Accidents and serious incidents are preventable; they are preceded by precursors (events, behaviors, and conditions) that can be identified, assessed and mitigated through physical, administrative and behavioral defense strategies.

Basic elements of our safety approach include:

- Top management commitment to safe operations
- Responsibility and accountability of all employees
- Clearly communicated safety goals
- Safety Assurance and performance measurements for improvement

To ensure safety and in order to comply with Federal Transit Administration (FTA) requirements, the Transit Division has developed and adopted this Safety Management Policy Statement to comply with FTA regulations 49 C.F.R. Part 673.

Sincerely,

Yolandas Dixon

Yolandas Dixon
Chief Safety Officer
City of Davenport/Transit Division

Safety Management Policy Communication

The ASP, along with the Safety Management Policy, will be provided in full to each and every employee who works in the Transit Division, including the maintenance employees who report to the Bus Services Supervisor in the Fleet Division. The ASP will be reviewed with all new employees as part of the "Trainee Release Agreement"; reviewed at the Safety Committee meetings; incorporated into the Safety Meetings; and safety reminders will be posted on the employees' bulletin board.

Authorities, Accountabilities, and Responsibilities

Accountable Executive/City of Davenport Public Works Operations Manager - Transportation

As defined by the Federal Transit Administration (§ 673.23(d)(1)) the Accountable Executive (AE) is the City of Davenport Public Works Operations Manager – Transportation. The AE is a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (PTASP) and the Transit Asset Management (TAM) Plan.

The AE is the Public Works Operations Manager - Transportation with the following authorities, accountabilities and responsibilities under this plan:

- Review and approve the ASP;
- Monitor progress related to the targets;
- Control or provide direction over the human and capital resources needed to develop and maintain the ASP and the SMS;
- Designates an adequately trained Chief Safety Officer who is a direct report;
- Ensures that the Transit Division SMS is effectively implemented;
- Ensures action is taken to address substandard performance in the Transit Division SMS;
- Assumes ultimate responsibility for the Transit Division ASP and SMS; and
- Maintains responsibility for the TAM Plan.

Chief Safety Officer/City of Davenport Chief Safety and Training Coordinator

As defined by the Federal Transit Administration (§ 673.23(d)(2)) the Chief Safety Officer (CSO) is the City of Davenport Transit Safety and Training Coordinator, who is an adequately trained individual who has responsibility for safety and reports directly to the AE. Davenport's CSO may serve in other operational or maintenance capacities, as the City of Davenport is a small public transportation provider as defined in this part.

The CSO has the following authorities, accountabilities and responsibilities under this plan:

- Develops the Transit Division ASP and SMS policies and procedures;
- Ensures that safety documentation is current and accessible to all employees;
- Communicates changes in safety documents to all personnel;
- Ensures and oversees day-to-day implementation and operation of the Transit Division SMS;
- Manages the Transit Division Employee Safety Reporting Program (ESRP); and
- Chairs the Transit Division ASP Committee:
- Coordinates the activities of the committee;
- Establishes and maintains the Chief Safety Risk Register and Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents;
- Maintains and distributes minutes of committee meetings.
- Advises the AE on SMS progress and status;

- Identifies substandard performance in the Transit Division SMS and develops action plans for approval by the AE;
- Ensures the Transit Division policies are consistent with the Transit Division safety objectives;
- Provides Safety Risk Management (SRM) expertise and support for other Transit Division personnel who conduct and oversee Safety Assurance activities; and
- Monitors the effectiveness of corrective actions.

Agency Leadership and Executive Management

As defined by the Federal Transit Administration (§ 673.23(d)(3)) those members of its leadership or executive management other than an Accountable Executive, or SMS Executive who have authorities or responsibilities for day-to-day implementation of the agency's SMS must be identified. For Transit Division this includes Bus Services Supervisor (Fleet); Transit Division Manager; and Transit Officer Coordinator.

The Agency Leadership for the Transit Division with the following authorities, accountabilities and responsibilities under this plan:

- Participating on the ASP Committee;
- Complete training on SMS and the Transit Division ASP elements;
- Oversee day-to-day operations on the SMS as appropriate;
- Ensure that drivers make safety a primary concern;
- Listening to and acting upon any safety concerns raised by the drivers and/or mechanics;
- Immediately reporting safety concerns to the Safety Officer;
- Provide leadership and direction to employees during safety events;
- Provide subject matter expertise to support implementation of the SMS as required by the AE, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

Key Staff and Activities

As defined by the Federal Transit Administration (§ 673.23(d)(4)). the Transit Division uses a Safety Committee, as well as the Quarterly Transit Division Meeting to support its SMS and safety programs:

- The Transit Division ASP Committee will be responsible for assisting in the development of the ASP, reviewing the progress of the Plan, and ensuring that the communication process is effective; the committee will also evaluate any safety hazards reported. The Committee is comprised of the following: Chief Safety Officer, Risk Management Analyst, Risk Management Supervisor, and three frontline employees which include Transit Dispatchers, Transit Operators (Full Time or Part Time), and Transit Bus Mechanics.
- Bi-Annual Transit Division Meeting: Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encourage. Information discussed in these meetings will be documented.

Employee Safety Reporting Program

The Transit Division is committed to the safest transit operating standards possible. To achieve this, it is imperative that the Transit Division has established the Employee Safety Reporting Program (ESRP) which permits the uninhibited reporting of all incidents and occurrences which may compromise the safe conduct of our operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety.

Communication of incidents and occurrences, as long as such incidents and occurrences are not because of a violation of City of Davenport and/or Transit Division rules and regulations, will be completely free of any form of reprisal.

As part of the ASP, Transit Division has developed a "Hazard Report Form" that will be provided to every Transit Division and Department of Public Works transit fleet employee. In addition, the form will be placed in an easily accessible location in the driver's room. The primary responsibility for Chief Safety rests with Transit Operators, however Chief Safety is the concern of all employees.

The Transit Division method of collection, recording and disseminating information obtained from Chief Safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides Chief Safety information.

The Transit Division urges all staff to practice the SMS safety procedures outlined in the ASP to help Transit Division become a leader in providing transit riders and employees with the highest level of transit safety.

5. Safety Risk Management

Safety Risk Management Process

The Transit Division uses the Safety Risk Management (SRM) process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Transit Division leadership. Transit Division' SRM process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The CSO leads the Transit Division SRM process, and, when appropriate with the ASC, identifies hazards and consequences, assess safety risk of potential consequences, and mitigates safety risk. The results of the Transit Division' SRM process are documented in our Safety Risk Register. The Transit Division SRM process applies to all elements of the transit system including operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision.

In carrying out the SRM process, Transit Division uses the following terms:

- Event – Any accident, incident, or occurrence.
- Hazard – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to Transit Division; or damage to the environment.
- Risk – Composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk Mitigation – Method(s) to eliminate or reduce the effects of hazards.

- Consequence – An effect of a hazard involving injury, illness, death, or damage to Transit Division property or the environment.

Safety Hazard Identification

The safety hazard identification process offers the Transit Division the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- Employee Safety Reporting Program (ESRP);
- Daily operations log;
- Review of vehicle camera footage;
- Review of monthly performance data and safety performance targets;
- NTD Safety Reports;
- Observations from supervisors;
- Maintenance reports;
- Comments from customers, passengers, and third parties, including the Department of Risk for the City of Davenport;
- Safety Committee, drivers', and Safety Meetings;
- Results of audits and inspections of vehicles and facilities;
- Results of training assessments;
- Investigations into safety events, incidents, and occurrences; and
- Federal Transit Administration (FTA) and other oversight authorities (mandatory information sources).

When a safety concern is observed by Transit Division management or supervisory personnel, whatever the source, it is reported to the CSO. Procedures for reporting hazards to CSO are reviewed during all safety committee meetings and driver safety meetings.

The CSO also receives employee reports from the ESRP, customer comments related to safety, and the dispatch daily operations Log. The CSO and Training Coordinator reviews these sources for hazards and documents them in the Transit Division Safety Risk Register.

The CSO also may enter hazards into the Safety Risk Register based on their review of Transit Division operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board.

The CSO may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify additional consequences and to inform them which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the CSO may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walk-through of the affected area, assessing the possible hazardous conditions, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with hazard (records, reports, procedures, inspections, technical documents, etc.);

- Contact other departments that may have association with our technical knowledge relevant to the reported hazard;
- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

The CSO will then prepare an agenda to discuss identified hazards and consequences with the ASC. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the AE and addressed through the SRM process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the CSO believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or Iowa environmental protection standards. Otherwise, the ASC will prioritize hazards for further SRM activity.

Safety Risk Assessment

The Transit Division assesses safety risk associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The CSO and ASC assess prioritized hazards using Transit Division Safety Risk Matrix. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a *hazard rating*. For example, a risk may be assessed as “1A” or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- “High” hazard ratings will be considered unacceptable and require action from CT to mitigate the safety risk;
- “Medium” hazard ratings will be considered undesirable and require CT’s Safety Committee to decide regarding their acceptability; and
- “Low” hazard ratings may be accepted by the Interim Chief Safety Officer/City of Davenport Chief Safety and Training Coordinator without additional review.

Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk. Example includes:

Severity		Frequency		
		High	Medium	Low
High		1A	2A	3A
Medium		1B	2B	3B
Low		1C	2C	3C

Safety Risk Mitigation

The CSO schedules safety risk assessment activities on the ASC agenda and prepares a Safety Risk Assessment Package. This package is distributed at least one week in advance of the ASP Committee meeting. During the meeting, the CSO reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood. The CSO may request support from members of the ASC in obtaining additional information to support the safety risk assessment.

Once sufficient information has been obtained, the CSO will facilitate completion of relevant sections of the Safety Risk Register, using the Transit Division Safety Risk Assessment Matrix, with the ASC. The CSO will document the ASC's safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Safety Risk Register.

The CSO will maintain ASC agendas, Safety Risk Assessment Packages, additional information collection, and completed Safety Risk Register sections for a period of not less than three years from the date of generation.

The AE and CSO will review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the ASC so the Transit Division can reduce safety risk by reducing the likelihood and/or severity of potential consequences of hazards.

Prioritization of safety risk mitigations is based on the results of safety risk assessments. The CSO tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the ASC during bimonthly meetings and to Transit Division staff upon request.

In the Safety Risk Register, the CSO will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

6. Safety Assurance

Safety Performance Monitoring and Measurement

The Transit Division has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents;
- Safety surveys;
- ESRP;
- Investigation of safety occurrences;
- Safety review prior to the launch or modification of any facet of service;
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends by the CSO to determine where action needs to be taken. The CSO enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

Monitoring for Ineffective, Inappropriate, or Poorly Implemented Risk Mitigations

The Transit Division monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The CSO maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The CSO establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing Transit Division processes and activities before assigning new information collection activities.

The CSO and ASC review the performance of individual safety risk mitigations during ASC meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the ASC will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

The CSO and ASC will also monitor the Transit Division operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns.

The CSO works with the ASC and AE to carry out and document all monitoring activities.

Investigations of Safety Events to Identify Casual Factors

The Transit Division maintains procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by Iowa's Department of Motor Vehicles.

The CSO maintains all documentation of Transit Division investigation policies, processes, forms, checklists, activities, and results. As detailed in Transit Division procedures, an investigation report is prepared and sent to the Risk Division for the City of Davenport for integration into their analysis of the event. The City of Davenport is in the process of creating a safety committee (citywide) that will have the following responsibilities:

- Determine if an accident was preventable or non-preventable;
- Recommend discipline or retraining;

- Identify the factors that contributed to or was/were present during the event; and
- Determine if the accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

Monitoring of Information Report Through Internal Safety Reporting Program

The CSO and ASC routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the CSO and ASC ensure that the concerns are investigated or analyzed through Transit Division’s SRM process.

7. Safety Promotion

Competency and Training (CT)

CT’s comprehensive safety training program applies to all CT employees directly responsible for safety, including:

- Bus vehicle operators;
- Dispatchers;
- Maintenance technicians;
- Managers and supervisors;
- Agency Leadership and Executive Management;
- CSO; and
- AE

Transit Division dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee’s individual safety-related job responsibilities and their role in the SMS.

Basic training requirements for Transit Division employees, including frequencies and refresher training, are documented in the Accountability, Control and Environment (ACE) defensive driving program.

Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training;
- Bus vehicle operator refresher training;
- Bus vehicle operator retraining (recertification or return to work);
- Classroom and on-the-job training for dispatchers;
- De-escalation training;
- Classroom and on-the-job training for operations supervisors and managers; and
- Accident investigation training for operations supervisors and managers.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training;
- Ongoing skill training for vehicle maintenance supervisors;
- Accident investigation training for vehicle maintenance supervisors;
- De-escalation training;
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors; and
- Training provided by vendors.

The Accountable Executive/City of Davenport Public Works Operations Manager - Transportation and Agency Leadership and the Executive Management team must complete FTA's SMS Awareness online training. Transit Division regularly coordinates with the Risk Division to educate and mitigate safety challenges.

Safety Communication

The CSO and the AE coordinate Transit Division safety communication activities for the SMS; the Transit Division's activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- **Communicating safety and safety performance information throughout the agency:** The Transit Division communicates information on safety and safety performance during quarterly Safety Meetings. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact the Transit Division's service or safety performance, and updates regarding SMS implementation. Transit Division also requests information from drivers during these meetings, which is recorded in meeting minutes.
- **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:** As part of new-hire, Transit Division provides training on safety policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. Several safety requirements are included in the City of Davenport/Department of Public Works "Standard Operating Procedures" manual that are review with new employees prior to release for duty. For newly emerging issues or safety events at the agency, the CSO issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- **Informing employees of safety actions taken in response to reports submitted through the ESRP:** Transit Division provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

8. Additional Information

Supporting Documentation

Transit Division will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

9. Definition of Terms Used in the Safety Plan

Definitions

Transit Division incorporates all of FTA’s definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- **Accident** means an event that involves any of the following: A loss of life, report of a serious injury to a person, a collision of public transportation vehicles, a runaway train, an evacuation for life safety reasons, or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency, responsibility for carrying out the agency's Transit Asset Management Plan, and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient’s Public Transportation Agency Safety Plan.
- **Event** means any accident, incident, or occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport, or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees regarding safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating risks.
- **Serious injury** means any injury which requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received, results in a fracture of any bone (except simple fractures of fingers, toes, or noses), causes severe hemorrhages, nerve, muscle, or tendon damage, involves any internal organ, or involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

10. Commonly Used Acronyms

Acronyms	
Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
ASC	Agency Safety Committee
CSO	Chief Safety Officer – Transit Safety and Training Coordinator
AE	Accountable Executive – PW Operations Manager - Transportation
CFR	Code of Federal Regulations
Transit Division	Transit System – City of Davenport – Department of Public Works
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization (Bi-State Regional Commission)
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

City of Davenport

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

Action / Date
6/3/2026

Subject:
Resolution making provision for the issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Public Hearing for the FY 2027 General Obligations Corporate Bond issuance, in an amount not to exceed \$35,000,000, was set for and held on June 3, 2026. The proceeds from this bond sale, which is anticipated to occur in spring 2027, will be used to finance the adopted FY 2027 Capital Improvement Plan.

Attachments:
1. Resolution

HEARING ON GENERAL OBLIGATION
CORPORATE BONDS, SERIES 2027

629872-98

Davenport, Iowa

June 10, 2026

The City Council of the City of Davenport, Iowa, met pursuant to law and the rules of the City Council, on June 10, 2026, at 5:30 p.m., at the Council Chambers, City Hall, Davenport, Iowa. The meeting was called to order and upon the roll being called, the following named Aldermen were in attendance:

Present: _____

Absent: _____

The City Council investigated and found that pursuant to notice duly published, the City Council had met as the Committee-of-the-Whole on June 3, 2026, to permit residents or property owners of the City to present oral or written objections to the proposed issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027 of the City. After receiving and considering all comments and objections, the hearing had been closed, and the meeting had been adjourned until the regular meeting of the City Council at the current time.

Alderman _____ introduced and moved the adoption of the resolution hereinafter set out making provisions for the issuance of such bonds. The motion was seconded by Alderman _____, and the Mayor put the question on the motion and, the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the motion duly carried and said resolution adopted, as hereinafter set out.

RESOLUTION NO. _____

Resolution making provision for the issuance of not to exceed \$35,000,000
General Obligation Corporate Bonds, Series 2027

WHEREAS, in accordance with its Charter and Chapter 384 of the Code of Iowa, the City of Davenport, in Scott County, Iowa (the “City”) hereby proposes to issue General Obligation Corporate Bonds, Series 2027 (the “Bonds”) in a principal amount not to exceed \$35,000,000, for the purpose of paying the costs in connection making improvements to sanitary sewers, storm water drainage systems, waterway and flood control assets, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements; public transportation system improvements; and municipal economic development and housing projects; and

NOW, THEREFORE, Be It Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. All objections received or made at the hearing are hereby overruled, and the Bonds are hereby ordered to be issued in the future in a principal amount not to exceed \$35,000,000.

The Bonds shall bear interest, shall be payable as to principal and interest on the dates and in the amounts, may be subject to prepayment prior to maturity and may contain such other terms and provisions as shall be determined by the City Council at the time the Bonds are sold.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 10, 2026.

Mayor

Attest:

Deputy City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF SCOTT
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that as such Deputy City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of the corporate records related to that portion of a meeting of the Council held on June 10, 2026, at which the Council adopted a resolution ordering the future issuance of not to exceed \$35,000,000 General Obligation Corporate Bonds, Series 2027, and that the transcript hereto attached contains a true, correct and complete copy of such resolution.

WITNESS MY HAND this _____ day of _____, 2026.

Deputy City Clerk

City of Davenport

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

Action / Date
6/3/2026

Subject:

Resolution approving the acquisition of properties in the 4900-5000 block of North Pine Street for future animal control operations, and authorizing the City Administrator or designee(s) to execute necessary documents. [Ward 2]

Recommendation:

Adopt the Resolution.

Background:

Through a search of suitable properties to provide animal sheltering services, the City identified the following grouping of parcels with common ownership as the best alternative:

U0939-01C	5002 North Pine Street
U0955-52	4922 North Pine Street
U0955-52A	no address or structure

A tentative agreement for a purchase price of \$950,000 for all three parcels has been reached pending City Council approval. The properties are zoned C-1 Neighborhood Commercial. A Special Use review will be needed if this property is acquired, once more detailed plans are available. City staff will be seeking architectural services to develop a plan to upfit the primary building for animal sheltering purposes. There are other buildings on the site that may be retrofitted later or demolished once final needs are determined.

Approval of this action item will authorize the City Administrator and staff to sign the purchase agreement and take other necessary steps to acquire the property and plan for its redevelopment. Funding for this purchase will come from FY 2027 General Obligation Bonds.

Attachments:

1. Resolution
2. Purchase Offer

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the acquisition of properties in the 4900-5000 block of North Pine Street for future animal control operations and authorizing the City Administrator, or designee, to execute necessary documents to facilitate the purchase.

WHEREAS, while animal control operations have traditionally been contracted out to a third-party, the City of Davenport will begin directly providing these services in the future; and

WHEREAS, additional property will be required; and

WHEREAS, through a search of suitable properties to provide animal sheltering services, the City identified a grouping of parcels with common ownership in the 4900-5000 block of North Pine Street as the best alternative: U0939-01C, U0955-52, and U0955-52A; and

WHEREAS, a negotiated purchase agreement for \$950,000 for the parcels has been reached.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the acquisition of properties in the 4900-5000 block of North Pine Street for future animal control operations is hereby approved; and

BE IT FURTHER RESOLVED that the City Administrator, or designee, is hereby authorized to execute necessary documents to facilitate the purchase.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

PURCHASE OFFER - REAL ESTATE

Date 05/08/2026

To Danny C Montagna (Seller), the undersigned, City of Davenport, (Purchaser), hereby offers to purchase for the total sum of Nine Hundred and Fifty Thousand Dollars (\$950,000.00), of which the amount of Five Thousand dollars (\$5,000.00), in the form as a check, as earnest money to be used as escrow given within 10 business days of offer accepted, for the real estate located at 5002 N Pine Street, 4922 N Pine Street, and an unaddressed, adjacent parcel of land, Davenport, IA 52806 with all three Parcels identified below:

Parcel #U0939-01C 5002 N. Pine Street
Parcel #U0955-52 4922 N. Pine Street
Parcel #U0955-52A No address - roughly 0.89 acres or 38,853 SF

Details:

- a) CASH by payment of the sum of Nine Hundred and Fifty Thousand Dollars (\$950,000.00), (minus the Five Thousand dollars - \$5,000.00 in earnest money) in the form of a check, shall be submitted at Closing.

Sale Contingent upon:

- b) This agreement is subject to approval of the purchase by the Davenport City Council, which is anticipated to come up for public discussion and vote no later than June 15;
- c) Completion of a 3rd party inspection of the primary (8,000 SF) Warehouse/Office building located on the 5002 N. Pine Street property and review by City staff. Any significant conditions identified will be discussed with the Seller. Purchaser has the right to withdraw the offer based upon the inspection, with the earnest money returned.

1. Seller shall furnish to Purchaser satisfactory evidence of a clean and clear title in conformity with this offer, land title law of the State of Iowa, and in accord with the title standards of the Iowa and Scott County Bar Associations. Title shall be made free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Purchaser. The conveyance of title shall be by way of Warranty Deed. **Seller's Abstract of Title shall be submitted to Purchaser's Attorney for examination as soon as is reasonably possible after the acceptance date.** Any objections to title raised by Purchaser's Attorney shall be made in writing as soon thereafter as is reasonably possible, so that the same may be cured on or before date of closing.
2. Closing shall be on or before August 1, 2026. Possession shall be given at closing.
3. All real estate taxes shall be paid or prorated between Purchaser and Seller to the date of closing in accordance with standards adopted by the Scott County Bar Association.
4. If Purchaser herein fails to fulfill this agreement after the same has been accepted by Seller, Purchaser shall forfeit the earnest money already paid.
5. Seller shall maintain existing insurance until closing. Purchaser may purchase insurance.
6. This offer must be accepted by Seller on or before 5:00 pm, Wednesday, May 13, 2026 to allow Purchaser time to prepare the official action item and other steps needed for City Council consideration.

PURCHASER: CITY OF DAVENPORT

by X _____ date X _____
Tim Gleason, City Administrator

Tax ID: # 42-6004463

I hereby accept the foregoing agreement this _____ day of May, 2026.

SELLER Danny C Montagna Esq. 610 Michelle Sutherland
Esq. dotloop verified 05/11/26 11:19 AM CDT Q026JEYK-A23T-W0KE

Social Security # (Or Tax ID: #) _____



Addendum to Purchase Agreement

1

This Addendum is hereby attached to and made part of a certain Purchase Agreement, dated 05/08/2026 by City of Davenport C/O Tim Gleason City Administrator, Purchasers, and Danny C Montegna Estate C/O Michelle Sutherland Executor, Sellers, for the sale of the property at 5002 North Pine, 4922 Pine Street Davenport, IA 52806 and Parcel U0955-52A

TERMS:

Please find the price breakdown for the sale below. Please note that this is a package deal; the property will not be divided or sold separately.

5002 Pine St, Davenport IA \$849,750

4922 Pine Street, Davenport IA \$84,580

Parcel # U0955-52A \$15,670

For a total sale Price of \$950,000

Buyer

Danny C Montegna Estate C/O Michelle Sutherland dollar verified
Executor 05/11/26 11:19 AM CDT
2HQO-UAHK-P9MT-KZ2U

Seller

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
6/3/2026

Subject:

Resolution approving an agreement with the Humane Society of Scott County, Iowa, for up to one year of animal protection services at \$20,000 per month and up to three years of animal shelter services at \$80,000 per month. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The Humane Society of Scott County has provided animal protection and shelter services for the City of Davenport for many years. The attached contract outlines terms for continuation of animal protection services through June 30, 2027, and animal sheltering services through June 30, 2029. This agreement also includes general maintenance of City-provided vehicle(s), fuel, and participation in a joint committee working toward a transition of services.

Attachments:

1. Resolution
2. Agreement

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving an agreement with the Humane Society of Scott County, Iowa, for up to one year of animal protection services at \$20,000 per month and up to three years of animal shelter services at \$80,000 per month.

WHEREAS, the City of Davenport and the Humane Society of Scott County, Iowa, previously entered into agreements whereby the Humane Society of Scott County has provided animal protection services and shelter services in the City of Davenport; and

WHEREAS, the current agreement will terminate on June 30, 2026; and

WHEREAS, both parties have worked collaboratively on a new agreement beginning July 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that an agreement with the Humane Society of Scott County, Iowa, for up to one year of animal protection services at \$20,000 per month and up to three years of animal shelter services at \$80,000 per month is hereby approved.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

AGREEMENT

THIS AGREEMENT, executed in full, is made and entered into as of the date of last signature below by and between City of Davenport, Iowa, an Iowa Municipal Corporation, with a legal address of 226 West 4th Street, Davenport, Iowa 52801, hereinafter called the City, and The Humane Society of Scott County, Iowa, located at 2802 West Central Park Avenue, Davenport, Iowa 52804, an Iowa non-profit corporation devoted to the welfare, protection, and humane treatment of animals as defined by section 162 Iowa Code, herein after called the "Society." The parties agree to the following terms:

A. DEFINITIONS. For the purposes of this Agreement:

1. "City Animal" means any animal that is impounded, seized, quarantined, collected, received, or otherwise tendered by the City, its officers, employees, contractors, or designees in connection with City animal control, public safety, code enforcement, or public health functions, and any other animal expressly designated in writing by the City as subject to this Agreement.
2. "City Service Records" means all reports, dispatch data, photographs, videos, citations, warning notices, bite or quarantine files, testing documentation, licensing information collected on behalf of the City, and other records created or maintained by Society in performance of this Agreement.
3. "Control Services" means the field-response, intake, documentation, citation support, transport, and public-safety tasks expressly described in this Agreement.
4. "Disposition" means release to owner, transfer, adoption, foster placement, rescue transfer, euthanasia, or any other permanent or temporary placement decision.
5. "Emergency Response" means any call involving immediate threat to human life or safety, serious injury, active aggression, significant public hazard, or other priority condition identified by the City, dispatch, or law enforcement.
6. "Intake" means the acceptance of an animal into Society's possession or facility, whether from the City, a resident, or any other person.
7. "Legal Hold Animal" means any City Animal that is subject to a stray hold, bite quarantine, dangerous dog proceeding, cruelty or neglect investigation, court hold, evidentiary hold, ownership dispute, or any other legal restriction on disposition.
8. "Restricted Animal" means any City Animal that the City designates in writing as not eligible for automatic transfer of ownership under this Agreement.

B. SOCIETY'S OBLIGATIONS. The Society's obligations for the duration of this agreement shall be as follows:

1. Animal Sheltering Services. Society shall provide an animal shelter for the animal

welfare of the City which will comply in all respects to Iowa Administrative Code Rules Chapter 21 (Animal Welfare) Department of Agriculture Section 67.2(1) entitled Housing Facilities and Section 67.2(2) entitled Primary Enclosures and obtain, secure, and hold any necessary licenses as related.

2. Personnel. Shall provide staffing adequate to carry out terms in this contract including all ordinances, statutes, and departmental rules, and the certification and registration as an animal welfare shelter by the Iowa Department of Agriculture and Land Stewardship.
3. Training. Society shall provide for the education and training of Animal Protection Services Officers through National Animal Care & Control Association (NACA) or other similar professional organizations and shall include regular customer experience training. Society personnel shall participate in training on City ordinances and state laws annually or as requested by either party. Society personnel shall contact the City's Contract Manager or designee to schedule training at a mutually convenient time. This Society obligation ends upon termination or dissolution of the Animal Control Services term of this Agreement.
4. Hours of Operation. Society shall respond to all calls for service for its animal control function from the public as listed below. This Society obligation ends upon termination or dissolution of the Animal Control Services term of this Agreement.
 - i. Monday - Friday : 8:00 AM to 6:00 PM;
 - ii. Monday - Friday: 6:00 PM to 7:00 PM for priority 1 calls only;
 - iii. Saturday - Sunday: 8:00 AM to 4:00 PM;
 - iv. Saturday - Sunday: 4:00 PM to 5:00 PM for priority 1 calls only; All other times: an on-call Animal Protection Officer shall be available for Emergency Response calls initiated through the Davenport Police Department, SECC, or the City's Contract Manager or designee.
5. Emergency Calls for Service. Society shall respond to emergency calls for service through the Davenport Police Department or the contract manager, or designee, on a 24-hour daily basis. The maximum response time for these calls shall not exceed thirty (30) minutes unless mutually agreed to on an individual basis by the parties. By the 15th of each month, Society shall provide the City with a log of all emergency calls for service for the prior month which shall include the address, responding officer, and associated response time. This Society obligation ends upon termination or dissolution of the Animal Control Services term of this Agreement.
6. Animal Control Services. Society shall respond to all animal control calls, which include domestic animals, orphaned or injured wildlife animals, and chickens, as soon as possible. Society shall assist in coordinating care for livestock or animals for which Society is not licensed. Calls relative to deceased animals in the public right-of-way will be referred to the City's Public Works Department. Society shall operate such that average response times for calls for service is no more than 60 minutes from the time the call is received, except for in cases outlined in Section B.5. of this Agreement, which originate from the Davenport Police Department, SECC or the City's Contract

Manager, or designee. This Society obligation ends upon termination or dissolution of the Animal Control Services term of this Agreement.

7. Acceptance. Society shall provide for the prevention of abandonment and straying of animals within the City by accepting all animals brought, either singly or in litters, to its shelter by any person living in the City of Davenport.
8. Holding Times. Society shall provide best efforts to capture all stray or abandoned animals within the City for holding at its shelter for the period of time required by ordinance, statutes, and/or the applicable Iowa Administrative Rules for return to its owner upon owner's payment of costs as set by Society and in compliance with the licensure requirements and ordinances of the City. Notwithstanding the foregoing, Society may, but is not required to, provide best efforts to capture healthy, uninjured, non-ear-tipped cats running at large. Society shall respond to and hold at its shelter cats that are injured, sick or contained by a citizen living within the City for the period of time required by ordinance, statutes, and/or the applicable Iowa Administrative Rules for return to its owner upon owner's payment of costs as set by Society and in compliance with the licensure requirements and ordinances of the City. Efforts to capture cats at large end upon termination or dissolution of the Animal Control Services term of this Agreement.
9. Intake Evaluation and Euthanasia. Society shall evaluate all animals upon intake; animals that are sick or diseased with an infectious, contagious, or other untreatable condition which constitutes a health hazard to other animals or animals that are suffering by reason of injury may be disposed of by euthanasia within a shorter period of time if approved by a Society director or a licensed veterinarian. In cases of euthanasia, Society shall provide procedures for the humane euthanasia of sick, diseased, and unclaimed City animals according to the standards required by the Iowa Code §162.2(13) relating to euthanasia.
10. Wildlife Incidents. Society will evaluate wildlife animal incidents to ensure that any threat to public safety is mitigated. Any wildlife animal incident that is not considered a threat to public safety will be handled at the discretion of Society at no cost to the City. This Society obligation ends upon termination or dissolution of the Animal Control Services term of this Agreement.
11. Adoptions. Society shall provide the forms, means, procedure, and personnel at its shelter for the adoption of suitable animals and to require all adopters of animals to comply with City ordinances, state laws, and the Iowa Administrative Rules relating to health and animal welfare.
12. Citations. Society shall investigate, report write, and issue citations where violations of licensing, rabies inoculation, cruelty, or other violations of ordinances or statutes occur. In these cases, the issuing personnel shall attend the trial of the cause and assist by providing the documentation of the offense to the prosecuting legal officer and any other information as requested. Society shall maintain records of such documentation and incidents. This Society obligation ends upon termination or dissolution of the

Animal Control Services term of this Agreement.

13. Bite Cases. Society shall require the owners of all City animals involved in bite cases to confine said animals, if necessary, as directed by the Scott County, Iowa, County Health Department. In the event of a deceased animal involved in a bite case, Society shall take the deceased animal to a veterinarian designated by the Scott County Health Department for a rabies specimen submission. Upon termination of the Animal Control terms of this Agreement, Society responsibility for bite cases as the animal control provider will terminate.
14. Licensing. Society shall provide licenses to owners of animals requiring a license by City ordinance upon receipt of the amount specified for the license by law and presentation of current rabies inoculation documents. Society shall remit license fees to the City monthly. During the contract term, Society and the City shall make reasonable efforts to educate residents on licensing requirements and gain wider city-wide compliance. Upon termination or dissolution of this Agreement for animal control services:
 - i. Society shall transfer Davenport resident licensing data, records, and any associated documentation in electronic format and shall cooperate in the orderly transition of any open licensing matters for a period of thirty (30) days after the last date of service.
 - ii. Society responsibility for the administration of the licensing program will terminate.
15. Transport. Society shall pick up and transport animals that have been injured and for which the owner is not present at the time of injury. This Society obligation ends upon termination or dissolution of the Animal Control Services term of this Agreement.
16. Spay and Neuter. Society shall provide forms and procedures for requiring the spay or neuter of all adopted animals from the shelter and for monitoring compliance.
17. Records Management. Society shall maintain accurate records and documents including, but not limited to, calls for service data, dispatch data, and incident narratives for all calls for service. Records pertaining to the City of Davenport calls for service shall be released to the City when requested within 48 hours, except as required in sections B(5) and B(19).
18. Reports. Society shall provide accurate calls for service information by month in aggregate form to the City on a quarterly basis with the breakdown of Davenport's calls for services listed separately. Reports shall include intake and outcome data by month, broken down by species or category. Society shall also provide metrics on number of licenses issued and number of citations issued on a quarterly basis. Additional reports may be available upon request, but may be billed at a reasonable fee in accordance with the Iowa Open Records Act. Reporting requirements related to animal control or licensing end upon termination or dissolution of the Animal Control Services term of this Agreement; other reporting requirements remain effective through the final term of this Agreement.

19. Audit. Society shall provide the City contract manager with a copy of the annual audit for inspection only.
20. Other Responsibilities. Society shall provide all other functions required of City under Iowa Administrative Rules and any amendment thereto relating to animal welfare and all Iowa statutory law excepting those functions performed by the Scott County Board of Health.

C. CITY'S OBLIGATIONS: The City's obligations for the duration of this agreement shall be as follows:

1. Payment for Services. Beginning July 1, 2026, City shall make monthly payments for the performance of services, due by the 15th of each month, as defined below:
 - i. Installments of \$20,000 for Animal Control Services as defined herein through June 30, 2027. No payment shall be due for any period after Animal Control Services have transitioned to and are independently performed by the City, except for any expressly agreed transition-support or wind-down services. If requested by the City in writing before the end of the term, Society shall provide reasonable post-transition support for open cases, data clarification, and administrative wind-down for up to thirty (30) days after the last date of performance, at no additional charge unless the parties expressly agree otherwise in writing.
 - ii. Installments of \$80,000.00 for Animal Sheltering Services as defined herein through June 30, 2028.
 - iii. For Animal Sheltering Services provided beyond June 30, 2028, monthly payments shall increase to the amount of \$82,400.
 - iv. Licensing fees will be deducted from the monthly bill when remitted to the Society by the third-party licensing provider during the term of this Agreement that includes animal control services. This does not alter or change the fee for Animal Sheltering services herein.
2. Vehicles. The City shall provide one or more vehicle(s) for the purpose of transporting animals and carrying out Society's services under this Agreement, consistent with the City's overall fleet strategy as directed by the City's Fleet Manager. The City shall accept title of the City-purchased vehicle(s) ("City-owned vehicle(s)"). Society shall be responsible for registering, licensing, insuring, and operating the City-owned vehicle(s) in accordance with all applicable federal, state and local laws. Society assumes full liability for the use and operation of the City-owned vehicle(s), including any damage or loss resulting from negligent or unlawful operation.

The City will provide for the general maintenance of the City-owned vehicle(s) through the City's Fleet Manager, subject to availability and prioritization with the City's fleet management strategy. Society shall report any vehicle damage, operational issues, or accidents involving the City-owned vehicle(s) to the City as follows:

- High-Severity Incidents (Immediate Reporting Required)
 - Definition: Incidents involving personal injury or loss of life, significant

property damage (City vehicle or third-party property exceeding \$5,000 in estimated damages), criminal activity (e.g., DUI, reckless driving, theft, or vandalism), or any incident requiring police involvement or resulting in legal claims against the City or Society.

- Action Required:
 - Timing: Report to the City within 4 hours of the incident.
 - Method: Call the City’s Contract Manager or designee and follow up with a detailed written report within 24 hours.
- Details to Include:
 - Date, time, and location of the incident.
 - Names and contact information of involved parties.
 - Description of events leading up to the incident.
 - Photos of the scene and damages.
 - Police report number (if applicable).
- Medium-Severity Incidents (Report Within 24 Hours)
 - Definition: Incidents involving minor property damage
 - Minor property damage (e.g., damage to the vehicle or external property under \$5,000.).
 - Mechanical issues caused by improper use of the vehicle, minor violations or citations issued to the operator (e.g. speeding tickets).
 - Action Required:
 - Timing: Submit a written report to the City within 24 hours of the incident.
 - Method: Email to City’s Contract Manager or designee.
 - Details to Include:
 - Date, time, and location of the incident.
 - Description of damages or mechanical issues.
 - Photos of damage (if applicable).
- Low- Severity Incidents (Fleet Management Process)
 - Definition: Routine wear-and-tear issues or maintenance not involving negligence (e.g., tire replacement, routine engine service, or dashboard alerts).
 - Action Required:
 - Follow the process as determined by the City’s Fleet Manager.

Society agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against all claims, damages, liabilities, or expenses, including reasonable attorney fees, arising out of or related to the negligent or reckless operation of the City-owned vehicle(s) by Society or its agents.

Upon termination or dissolution of this Agreement, any City-owned vehicle(s) provided to Society shall be returned to the City at no cost, in good working condition, reasonable wear and tear excepted, unless otherwise specified in an addendum or separate agreement.

3. Fuel. City shall provide fuel to all vehicles operated by Society to enable Society to carry out its responsibilities, including its City-related responsibilities. Upon

termination or dissolution of Animal Control Services defined herein, City fuel keys provided to Society shall be returned to the City at no cost and in good working condition.

4. Training. City shall provide training annually, or as requested by either party, to Society's personnel on ordinances or legal compliance. City shall also provide driving course training to Society employees driving Society vehicles every two (2) years. These training courses shall be scheduled at a time convenient for both parties and the scheduling shall be initiated by Society contacting the City's Contract Manager and requesting a time for said trainings. This term ends upon termination or dissolution of the Animal Control Services term of this Agreement.
5. Contract Manager. The City's Chief Financial Officer, or their designee, shall serve as the Contract Manager for the term of this Agreement

D. MUTUAL AGREEMENTS

1. Term. This Agreement shall begin on July 1, 2026, for Animal Control Services and Animal Sheltering Services with terms and termination notice periods as defined below:
 - i. Animal Control Services: A one-year term, effective July 1, 2026, through June 30, 2027. Either party may terminate the Animal Control Services obligations of this Agreement by serving notice 60 days in advance of the last date of performance for Animal Control Services.
 - ii. Animal Sheltering Services: A three-year term, effective July 1, 2026 through June 30, 2029. Either party may terminate the Animal Sheltering Services obligations of this Agreement by service notice 180 days in advance of the last date of performance for Animal Sheltering Services.
2. Breach. In the event of a material breach of this Agreement, the non-breaching party must provide written notice of said breach with sufficient detail to provide the other party with notice of the nature and extent of the alleged breach. If the breaching party fails to cure said breach within twenty-eight (28) calendar days after receipt of the written notice, or a reasonable time as mutually agreed by the parties, the non-breaching party, at its option, may terminate this Agreement.
3. Meetings. Society and City shall meet quarterly, and as mutually requested by either Party or as determined by the Contract Manager, for the purpose of reviewing performance related to this Agreement. Any performance deficiencies identified by either party shall be resolved within reasonable time frames agreed to by the Parties.
4. Transition. Society and City agree to work in good faith to achieve a stable transition of Animal Control Services and Animal Sheltering Services from Society to the City.
 - a) Transition Committee. Both parties agree to form and willingly participate in a joint committee responsible for the transition of services. The parties agree to commit the staff and staff time required to meet deadlines and to meet every

two weeks or on a mutually agreed frequency beginning no later than July 2026.

- b) Current Animal Control Officers. City will notify the Society when the positions related to Animal Control are posted to afford Society employees a chance to apply and participate in the City of Davenport Civil Service process if he/she so chooses.
 - c) Communication with the Public. Communication strategies will be a part of the transition committee agenda, and both parties will make efforts to coordinate on public communication.
 - d) Fleet and Supplies. Society agrees to surrender all right, title, interest, and possession of the Animal Control vehicle in Sec. C(2) to the City. There are no further vehicles in Society's fleet or equipment or supplies that are owned by the City and no additional personal property will be surrendered to City. City may, if it desires, purchase equipment from Society if Society offers such for sale or transfer.
 - e) Open Cases, File Transfer, and Exit Cooperation. Upon expiration or termination of this Agreement, Society shall transfer to the City all City service records, open case files, animal records, medical records, legal-hold documentation, and related materials for all animals for which the City retains ownership or is required to take Physical Custody. For a period of thirty (30) days after the last date of service, Society shall reasonably cooperate with the City to answer questions and facilitate continuity of operations.
 - f) Operational Data. For a period of at least sixty days in the first 6 months of this agreement, Society agrees to track and share relevant data with the City as mutually agreed to in writing in support of the transition. Society shall provide reasonable access, support, and cooperation to support data requests, taking into account confidentiality and proprietary information. Society shall not withhold operational, non-confidential data without written explanation. If Society chooses to provide access to its files, systems, or facility to City personnel or agents, City will provide personnel at its own expense.
5. Ownership. At all times during the term of this Agreement, ownership of animals governed by the is Agreement shall transfer to the Society pursuant to Davenport Municipal Code Section 6.04.140 (f), unless otherwise stated within this Agreement.
6. Termination Inventory, Priority of Transfer, and Custody Cap.
- a) Upon expiration or termination of the Animal Control part of this Agreement, animals that do not fall into one of the following categories shall become the property of the Society:
 - i. animals then subject to a Legal Hold
 - ii. animals then within an unexpired mandatory hold period required by law;
 - b) Upon termination of the Animal Sheltering part of this Agreement, City shall take Physical Custody of all animals not owned by Society. Physical Custody is defined as taking the animal into the City's possession, care, and control, physically moving the

- animal out of the possession care and control of Society.
- c) Society shall make a best effort to provide an estimate of the number of animals eligible to transfer Physical Custody to the City two (2) weeks prior to the termination or dissolution of animal sheltering services by Society. If the number of animals eligible for transfer to the City exceeds the City's capacity, Parties may negotiate a fixed care fee for animals held by Society to prevent euthanasia of otherwise healthy animals.
 - d) Any animals not transferred to the City, excluding any covered under negotiations as outlined in this Section, shall remain in Society's Physical Custody and, unless otherwise prohibited by law or designated by the City as restricted in writing before termination, and shall be deemed transferred to Society's ownership as of the termination date.

7. Miscellaneous. This Agreement is the entire Agreement of the parties with respect to the subject matter and supersedes any and all prior agreements among the parties. Further, this Agreement is not intended and should not be construed to confer any rights or privileges upon any parties who are not party to this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

8. Indemnification. Society agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and assigns (collectively, the "City Indemnitees"), from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees and court costs, arising out of or related to:

- Society's performance of animal protection services under this Agreement, including the acts or omissions of its employees, agents, subcontractors, or representatives, except for actions taken pursuant to Iowa Code §717B.5, unless those actions are determined to be negligent or reckless.
- Injury to or death of any person or damage to or loss of property resulting from Society's negligent or intentional acts or omissions in the performance of this Agreement.
- Violations of law or breaches of this Agreement by Society or its agents. This indemnification obligation shall not apply to claims or liabilities resulting solely from the negligence or willful misconduct of the City or its employees.

City agrees to indemnify, defend, and hold harmless Society, its officers, employees, agents, and assigns (collectively, the "Society Indemnitees"), from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees and court costs, arising out of or related to:

- City's performance of its obligations under this Agreement, including the acts or omissions of its employees, agents, subcontractors, or representatives;
- Injury to or death of any person or damage to or loss of property resulting from City's negligent or intentional acts or omissions in the performance of this Agreement; and
- Violations of law or breaches of this Agreement by City or its agents. This indemnification obligation shall not apply to claims or liabilities resulting solely

from the negligence or willful misconduct of Society or its employees.

9. Insurance Coverage. Society shall maintain insurance coverage sufficient to satisfy its indemnification obligations under this Agreement, including but not limited to \$2,000,000 general liability insurance and workers' compensation insurance. The City shall be named as an additional insured on applicable policies, and proof of such coverage shall be provided to the City upon request.
10. Notice and Cooperation. The parties shall promptly, within 7 business days, notify other party of any claims or actions for which indemnification is sought. The indemnitor shall have the right to assume the defense of such claims, provided that the indemnitee retains the right to participate in the defense at its own expense. The indemnitor shall not settle any claim without the indemnitee's prior written consent if such settlement imposes any non-monetary obligations on the indemnitee.
11. Notices. All written notices required by this Agreement shall be addressed to the addresses set forth herein, and shall be deemed to be given to and received by the party intended to receive such notice as follows; this section shall exclude any of the required reports provided under this Agreement:
 - i. If by hand delivery, the same shall be deemed given and received when hand delivered;
 - ii. if sent by mail (provided the same has been sent postage prepaid, certified mail, return receipt requested, and properly addressed), the same shall be deemed given upon deposit in the United States mail, and shall be deemed received
 - iii. if sent by email, the same shall be deemed given upon transmission, provided the sender obtains a confirmed receipt.

In the event of a change of address by a party, such party shall give written notice thereof in accordance with the foregoing. The initial addresses for notices are as follows:

- (i) if to Society:

Erika Gunn, Executive Director
Humane Society of Scott County
2802 W Central Park Ave.
Davenport, IA 52804
Email: egunn@hssc.us

with copy to:

Keisha N. Douglas
Califf & Harper, P.C.
1515 5th Avenue, Suite 700
Moline, Illinois 61265

Email: kdouglas@califf.com

(ii) if to City:

City of Davenport

Attn: Tim Gleason

226 West 4th Street

Davenport, IA 52801

Email: Tim.Gleason@davenportiowa.com

with copy to:

Samuel Huff

Email: Samuel.Huff@davenportiowa.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

CITY OF DAVENPORT

BY: _____
Jason Gordon, Mayor

ATTEST: _____
Brian Krup, Deputy City Clerk

HUMANE SOCIETY OF SCOTT COUNTY

BY: _____
HSSC Board Chair

ATTEST: _____
Signature

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
6/3/2026

Subject:

Resolution awarding a contract for Trap-Neuter-Return (TNR) services to the Humane Society of Scott County, Iowa, for an amount not to exceed \$250,000. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

In December 2025, City Council adopted an ordinance recognizing Trap-Neuter-Return (TNR) as a humane method of managing the community cat population. Following adoption of the ordinance, the City issued a Request for Proposals (RFP) seeking qualified organizations to provide TNR services aimed at reducing the number of free-roaming cats and decreasing long-term shelter intakes. Housing and medical care for cats and kittens have become significant cost drivers within the animal services system, placing increasing demands on limited public resources.

TNR programs involve the humane trapping of community cats, sterilization and vaccination by licensed veterinary providers, and return of the animals to their original location when appropriate. By reducing reproduction rates and not bringing healthy, unowned cats into the shelter system, TNR programs help decrease the number of cats in shelter, reduce overcrowding, and lower associated operational expenses.

The Humane Society of Scott County has the relevant experience, veterinary partnerships, and a cost-effective approach necessary to successfully administer the program. Beginning August 2026, their proposal estimates services for up to 40 cats per week, or 2080 cats in the first year, including sterilization, vaccines, microchip (for identification), and administrative costs. The proposed agreement provides reimbursement for eligible services in an amount not to exceed \$250,000, using interest earned on ARPA funds. Reimbursement requests will be subject to documentation and verification requirements established in the agreement to ensure accountability, transparency, and responsible stewardship of public funds.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION awarding a contract for Trap-Neuter-Return (TNR) services to the Humane Society of Scott County, Iowa, for an amount not to exceed \$250,000.

WHEREAS, the City of Davenport recognizes free-roaming and community cats exist within the city limits and contribute to concerns involving animal welfare, nuisance complaints, shelter crowding, and public health; and

WHEREAS, Trap-Neuter-Return (TNR) is a humane and evidence-based method for managing community cat populations through trapping, sterilization, vaccination, ear-tipping for identification, and return to their original outdoor habitat; and

WHEREAS, TNR programs have been shown to reduce shelter intake, decrease euthanasia rates, stabilize and reduce outdoor cat populations over time, reduce nuisance behaviors associated with mating, and improve public health outcomes through rabies vaccination; and

WHEREAS, the City of Davenport desires to promote humane animal management practices while reducing costs associated with animal control and sheltering services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for Trap-Neuter-Return (TNR) services is hereby awarded to the Humane Society of Scott County of Davenport, Iowa, for an amount not to exceed \$250,000 is hereby approved.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
6/3/2026

Subject:

Resolution approving a one-year contract and a Memorandum of Understanding, each with an automatic one-year renewal, with United Way Quad Cities for administration of and funding support for the Coordinated Assessment Program (CAP). [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The Coordinated Assessment Program (CAP) launched in 2021. CAP is a collaborative initiative that connects individuals to appropriate social services through structured assessment, referral, and follow-up. CAP emphasizes early intervention, cross-system coordination, and the use of community-based services to address underlying needs related to housing instability, behavioral health, substance use, family conflict, and other risk factors.

Family Resources serves as the primary service provider for CAP while the City supports the program through coordination, funding, data sharing, and alignment with City priorities and partner agencies. CAP is funded by the cities of Davenport and Bettendorf, Scott County, United Way Quad Cities, Davenport Community School District, and the John Deere Foundation.

Attachments:

1. Resolution
2. Contract
3. MOU

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a one-year contract and a Memorandum of Understanding, each with an automatic one-year renewal, with United Way Quad Cities for administration of and funding support for the Coordinated Assessment Program (CAP) [All Wards].

WHEREAS, the City of Davenport recognizes the importance of coordinated community services that support youth and families through early intervention, assessment, referral, and ongoing coordination; and

WHEREAS, the Coordinated Assessment Program ("CAP") is a collaborative initiative among local governmental and community partners designed to address community needs; and

WHEREAS, the City desires to enter into a Memorandum of Understanding with United Way Quad Cities, the City of Bettendorf, Scott County, Iowa, and Davenport Community School District establishing the framework for funding and administration of CAP; and

WHEREAS, the City further desires to approve a professional services contract with United Way Quad Cities for fiscal agent and program administration services related to CAP, in an amount not to exceed \$474,828 over a two-year term, subject to annual appropriation and renewal provisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, approving a one-year contract and a Memorandum of Understanding, each with an automatic one-year renewal, with United Way Quad Cities for administration of and funding support for the Coordinated Assessment Program (CAP) is hereby approved.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

**UNITED WAY QUAD CITIES
AND
THE CITY OF DAVENPORT, IOWA**

This contract is made and entered into by and between United Way Quad Cities (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties. Overvehement

Background and Impact:

The Coordinated Assessment Program (CAP) launched in 2021. CAP is a collaborative initiative that connects individuals to appropriate social services through structured assessment, referral, and follow-up. CAP emphasizes early intervention, cross-system coordination, and the use of community-based services to address underlying needs related to housing instability, behavioral health, substance use, family conflict, and other risk factors. Family Resources serves as the primary service provider for CAP, while the City supports the program through coordination, funding, data sharing, and alignment with City priorities and partner agencies. CAP is funded by the cities of Davenport and Bettendorf, Scott County, United Way Quad Cities and the John Deere Foundation.

Scope of Services

This contract provides funding to oversee the implementation of the Coordinated Assessment Program, Community Based program, as detailed in Attachment 1 of this Contract, in a manner satisfactory to the and consistent with any standards required and in accordance with providing advance payment of these funds. In its performance of the Contract, the Contractor shall be an independent entity and not an employee or agent of the City.

Period of Performance

The term of this Agreement shall be for one (1) year ("Initial Term"). The Agreement shall automatically renew for one (1) additional one-year term ("Renewal Term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term.

This Agreement will commence upon execution by both parties and shall terminate on June 30, 2028, unless earlier terminated in accordance with this Agreement or unless the Renewal Term is properly canceled pursuant to this section.

The Initial Term is the only guaranteed period of performance and funding. Any Renewal Term is subject to:

- Availability and appropriation of funds;
- Satisfactory performance by the Contractor as determined by the City following evaluation of the Initial Term; and
- Written approval by the City.

The Parties shall have no obligation to continue this Agreement beyond the Initial Term or any properly approved Renewal Term.

Compensation

The City shall compensate the Contractor for services performed during the term of this Agreement in an amount not to exceed \$474,828.00. The appropriation for Year 1 is set at \$237,414.00, and the appropriation for year two (Renewal) is set at \$ 237,414.00. Nothing herein shall be construed as a guarantee of funding beyond the Term or a commitment to appropriate funds in any subsequent fiscal year.

Requests for Payment

The Contractor shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the City agrees to process payments in accordance with this contract. All invoices shall be submitted using the City's standard invoice, Attachment 2, but at a minimum, shall include current and cumulative costs, breakdown by major cost category.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Performance Monitoring

The City will monitor the performance of the Contract against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is to be taken by the Contractor within a reasonable period after being notified by the City, Contract suspension or termination procedures will be initiated.

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Compliance with Law

The Contractor and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Contractor shall be bound by all City orders that in any manner affect the Contract.

Amendments and Modifications to this Contract

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to the City's Financial contact and the Contractor's Program contact shown in Attachment A. Changes made to this Contract requires the written approval of each party's Program Official as shown in Attachment A.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or

regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Indemnification by Contractor

The Contractor agrees to indemnify, defend, and hold harmless the City of Davenport, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the Contractor of its obligations under this Contract;
 2. Any injury or damage to persons or property caused, in whole or in part, by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or any person or entity acting on its behalf in the performance of services funded under this Contract;
 3. Any claims, demands, or actions brought against the City that arise from or are connected with the Contractor's performance or failure to perform under this Contract, except to the extent such claims or damages arise from the City's own gross negligence or willful misconduct;
 4. Any misuse of the funds provided by the City under this Contract, including any failure to use the funds in accordance with applicable laws, regulations, or the terms of this Contract.
- Limitation of City's Liability The City's role in this Contract is limited to providing financial support for the services to be rendered by the Contractor. The City shall not be liable for any acts, errors, or omissions of the Contractor, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The City assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

Limitation of City's Liability

The City's role is limited to financial support. The City is not liable for Contractor acts or performance beyond its funding contribution.

Indemnification by the City

The City shall indemnify the Contractor for claims arising from a material breach by the City or proven misuse of funds by the City (except Contractor negligence or misconduct).

Termination for Convenience

Either party may terminate this Contract for any reason by providing written notice to the other party at least thirty (30) days in advance. Upon termination, the City shall pay the Contractor for all services performed and expenses incurred up to the date of termination, provided such services and expenses are in accordance with the terms of this Contract.

Termination for Cause

The City may terminate this Contract immediately, with written notice to the Contractor, if:

1. The Contractor fails to comply with any material term or condition of this Contract;
2. The Contractor misuses the funds provided by the City or fails to use the funds in accordance with applicable laws, regulations, or the terms of this Contract;
3. The Contractor becomes insolvent, files for bankruptcy, or is subject to any other proceeding related to its liquidation or insolvency; or
4. The Contractor engages in any illegal activities or practices that could harm the reputation or interests of the City.
- 5.

The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

Effect of Termination

Upon termination of this Contract for any reason:

1. The Contractor shall cease all activities related to this Contract and shall provide the City with a final report of the services performed and expenditures made using the funds provided.
2. Any unspent funds provided by the City must be returned to the City within ten (10) days of the termination date.
3. Termination of this Contract shall not affect the rights or obligations of either party that have accrued prior to the termination date.

Survival

The provisions of this Contract that by their nature should survive termination shall remain in effect, including but not limited to indemnification, liability, and confidentiality obligations.

Miscellaneous

1. Governing Law: This Contract shall be governed by the laws of the State of Iowa.
2. Entire Contract: This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings.
3. Amendments: Any modification of this Contract must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.
4. City Council Approval: The entirety of this agreement is subject to and wholly dependent upon the approval of the Davenport City Council. Once the agreement is approved by the City Council, the Mayor of Davenport or his authorized signatory will execute the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name:

Title: Mayor, City of Davenport

Date: _____

UNITED WAY QUAD CITIES

By: _____

Name:

Title:

Date: _____

ATTACHMENT 1
Statement of Work

Statement of Work

- To implement a Coordinated Assessment Program in Scott County, Iowa that provides a single-entry site that provides holistic needs assessments, case planning and ongoing coordination for youth and families.
 - United Way Quad Cities shall serve as fiscal agent for dollars pledged to the Coordinated Assessment Program.
 - Distribute grant dollars (renewed annually)
 - Provide technology and support to ensure annual tracking and reporting of measurable outcomes on investment
 - Assist with communications to the public about the status of the program
 - Convene the Coordinated Assessment Program Advisory Committee that will meet at a minimum quarterly throughout the year.

Attachment 2

FOR CITY USE ONLY

REQ: _____

PO: _____

CITY OF DAVENPORT SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date

MEMORANDUM OF UNDERSTANDING
Among
United Way Quad Cities
City of Davenport, City of Bettendorf, Scott County, Iowa and Davenport Community
School District

THIS MEMORANDUM OF UNDERSTANDING (this “MOU” or the “Agreement”) dated as of the last date written below (“Effective Date”), sets forth the policy framework for implementing the shared goal of supporting a Coordinated Assessment Program as an effective approach to diversion and prevention and is entered into among United Way Quad Cities, City of Davenport, City of Bettendorf, Scott County, Iowa and Davenport Community School District. The City of Davenport, City of Bettendorf, Scott County, Iowa, and Davenport Community School District and United Way Quad Cities are referred to collectively as the “parties”.

1. Purpose of MOU: The purpose of this MOU is to support the Coordinated Assessment Program through a collaborative policy and funding approach.
2. United Way Quad Cities, Roles and Responsibilities: For the term of this Agreement, United Way Quad Cities agrees to the following:
 - A. Serve as the fiscal agent for dollars pledged and remitted for the purpose of the Coordinated Assessment Program, with the fiscal agent services more specifically described in a separate agreement
 - B. Disburse grants and any other funds to the selected provider.
 - C. Assist with communications to the public about the status of the Coordinated Assessment Program.
 - D. Provide technology and support to ensure annual tracking and reporting of measurable community outcomes.
 - E. Assist in coordinating a long-term, sustainable funding strategy which may include both public and private funding partners.
 - F. Actively participate and provide representation on the Coordinated Assessment Advisory Committee.
3. City of Davenport, City of Bettendorf, Scott County, Iowa, and Davenport Community School District Roles and Responsibilities: For the term of this Agreement, the City of Davenport, the City of Bettendorf, Scott County, Iowa, and Davenport Community School District agree to the following:
 - A. Provide a minimum of one (1) year of initial funding for the Coordinated Assessment Program and agree for an automatic renewal of this MOU for an additional one (1) year term unless either party provides written notice. Funding is as set forth in section 5.
 - B. Lead efforts in coordinating and establishing a long-term funding strategy which may include both public and private funding partners.
 - C. May provide technical assistance or technical resources for the Coordinated Assessment Program.
 - D. Lead Coordinated Assessment Program Advisory Committee meetings and provide representation from each individual party as set forth in section 4.
4. Coordinated Assessment Program Advisory Committee: The composition of the Coordinated Assessment Advisory Committee shall be set forth through mutual

agreement of the parties by July 1, 2026. The Taskforce shall be advisory in nature and review the progress of the service provider.

5. Funding Structure and Costs: To ensure the overall implementation of the Coordinated Assessment Program, the parties agree to provide funding to United Way Quad Cities for services provided and to be remitted to the selected program provider.
 - A. The payment allocations from the parties shall be as follows:
 - a. City of Davenport: Initial Term of two hundred thirty-seven thousand four hundred fourteen dollars (\$237,414). If the renewal term is initiated by both parties, the City of Davenport agrees to an additional two hundred thirty-seven thousand four hundred fourteen dollars (\$237,414). The total amount shall not exceed four hundred seventy-four thousand eight hundred twenty-eight dollars (\$474,828) over two years.
 - b. City of Bettendorf: a two-year total not to exceed one hundred forty-two thousand four hundred forty-eight dollars (\$142,448)
 - c. Scott County, Iowa: a two-year total not to exceed three hundred thirty-two thousand three hundred eighty dollars (\$332,380).
 - d. Davenport Community School District: a one-time payment of forty-nine thousand (\$49,000) in year 1, with estimated two-year total not to exceed ninety-eight thousand (\$98,000).
 - B. The City of Davenport will remit payments quarterly to United Way Quad Cities upon receipt of invoice and documentation outlined in the joint contract.
 - C. The City of Bettendorf will remit two-equal payments to United Way Quad Cities over the two-year period.
 - D. Payments made by Scott County, Iowa will be remitted in equal installments over a two-year period.
 - E. Payment made by Davenport Community School District will be remitted in one lump sum per year.
 - F. For services rendered by United Way Quad Cities for the two-year term of the Agreement, United Way Quad Cities will retain a 2.9% administrative fee on the total dollars specified in 5A for the Coordinated Assessment Program in an amount not-to-exceed thirty thousand three hundred eighty-four dollars (\$30,384).
 - G. The parties agree to jointly explore sustainable funding models to ensure ongoing success beyond the term of the Agreement.
6. Term of MOU: The term of this MOU is for one (1) year ("Initial Term"). The Agreement shall automatically renew for one (1) additional one-year term ("Renewal Term") unless any Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term. The Parties shall have no obligation to continue this Agreement beyond the Initial Term or any properly approved Renewal Term. Only the parties agreeing to the extension will be obligated during such period. Any party to this Agreement may withdraw from this Agreement with ninety (90) days of written notice provided to all parties.
7. Disposition of Assets Upon Dissolution: Any net assets remaining after payment of liabilities and expenses shall be distributed on a pro rata basis in accordance with the amounts provided by each party up to the date of dissolution.
8. Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.

9. Entire Agreement and Amendment: This Agreement contains all of the agreements, understandings, representations, conditions and warranties, and constitutes the sole and entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior communications or agreements, written or oral. This Agreement may not be amended or modified except by the mutual written consent of the parties.
10. Not A Joint Venture: The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partner or joint venturers or impose any liability as such on any of them.
11. Signatures: All parties shall execute this Agreement through signature on the following page.

Signed on behalf of City of Bettendorf:

Signature

Printed Name/Title

Date

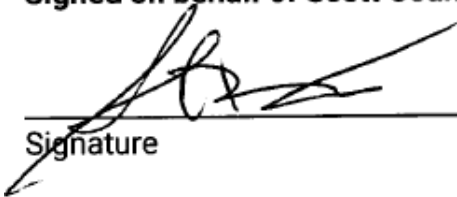
Signed on behalf of City of Davenport:

Signature

Printed Name/Title

Date

Signed on behalf of Scott County, Iowa:



Signature

JOHN MAXWELL / CHAIRMAN
Printed Name/Title

5/7/26
Date

Signed on behalf of Davenport Community School District:

Signature

Printed Name/Title

Date

Signed on behalf of United Way Quad Cities:

Signature

Printed Name/Title

Date

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
6/3/2026

Subject:

Resolution approving a one-year contract, with one automatic one-year renewal, with Family Resources, Inc to support the execution of the Group Violence Intervention Program in a total amount not to exceed \$100,000. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport’s Group Violence Intervention (GVI) program was established in 2022 as a collaborative public safety initiative involving the Davenport Police Department, community stakeholders, and social service providers. Community engagement conducted in 2019 identified violence as a significant concern within the city. Subsequent analysis indicated that a very small segment of the population—less than one percent—was responsible for a disproportionate share of violent incidents.

In response, the GVI program was designed to address the concentration of violence by focusing on individuals identified as being at elevated risk of involvement in future gun violence. The program seeks to reduce violence by offering targeted resources, supports, and services intended to provide alternatives to continued involvement in violent behavior.

GVI operates using a three-pronged, evidence-informed approach that integrates credible community representatives, social service providers, and law enforcement. This coordinated model allows for direct engagement with identified individuals to deliver a unified message that emphasizes community expectations for nonviolence, outlines available short- and long-term support services, and communicates the legal consequences associated with continued violent activity. Since its implementation, GVI has contributed to a reduction in violence within the City of Davenport.

Attachments:

1. Resolution
2. Contract

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a one-year contract, with one automatic one-year renewal, with Family Resources, Inc to support the execution of the Group Violence Intervention Program for a total amount not to exceed \$100,000.

WHEREAS, the City of Davenport established the Group Violence Intervention ("GVI") program in 2022 as a collaborative public safety initiative involving law enforcement, community stakeholders, and social service providers; and

WHEREAS, the GVI program utilizes an evidence-informed strategy focused on reducing violent crime through coordinated intervention, support services, community engagement, and accountability measures for individuals identified as being at elevated risk of involvement in gun violence; and

WHEREAS, the City desires to enter into a Contract with Family Resources, Inc to provide coordination and management support services for the implementation and administration of the GVI program; and

WHEREAS, the contract provides for a one-year term with an automatic one-year renewal unless canceled by either party, with compensation not to exceed One Hundred Thousand Dollars (\$100,000) over the term of the agreement, subject to annual appropriation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a one-year contract, with one automatic one-year renewal, with Family Resources, Inc to support the execution of the Group Violence Intervention Program for a total amount not to exceed \$100,000 is hereby approved.

Passed and approved this 10th day of June, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

**FAMILY RESOURCES, INC
AND
THE CITY OF DAVENPORT, IOWA**

This contract is made and entered into by and between Family Resources, Inc (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties.

Background and Impact

The City of Davenport's Group Violence Intervention (GVI) program was established in 2022 as a collaborative public safety initiative involving the Davenport Police Department, community stakeholders, and social service providers. Community engagement conducted in 2019 identified violence as a significant concern within the city. Subsequent analysis indicated that a very small segment of the population—less than one percent—was responsible for a disproportionate share of violent incidents.

In response, the GVI program was designed to address the concentration of violence by focusing on individuals identified as being at elevated risk of involvement in future gun violence. The program seeks to reduce violence by offering targeted resources, supports, and services intended to provide alternatives to continued involvement in violent behavior.

GVI operates using a three-pronged, evidence-informed approach that integrates credible community representatives, social service providers, and law enforcement. This coordinated model allows for direct engagement with identified individuals to deliver a unified message that emphasizes community expectations for nonviolence, outlines available short- and long-term support services, and communicates the legal consequences associated with continued violent activity. Since its implementation, GVI has contributed to a reduction in violence within the City of Davenport.

Scope of Services

This contract provides funding to support the execution of GVI with one part-time Group Violence Intervention Coordinator for the period of time defined in this contract. The Statement of Work for this contract is shown in Attachment 1. In its performance of the work, the Contractor shall be an independent entity and not an employee or agent of the City.

Period of Performance

The term of this Agreement shall be for one (1) year, with an automatic renewal for a second year unless canceled by either any party. This Agreement will commence on the date of execution and ending on June 30, 2028 ("Initial Term"). The Initial Term is the only guaranteed period of performance and funding. The Parties shall have no obligation to continue this Agreement beyond the Initial Term.

Compensation

The City agrees to pay the Contractor an amount not to exceed \$100,000. The appropriation for Year 1 is set at \$50,000.00, and the appropriation for year two (Renewal) is set at \$50,000.00.

Requests for Payment

The Contractor shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the City agrees to process payments in accordance with this contract. All invoices shall be submitted using the City's standard invoice, Attachment B, but at a minimum shall include current and cumulative costs, breakdown by major cost category.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Reports

The Contractor shall submit monthly reports to the Program Contact established in Attachment A, within fifteen (15) days following the end of each calendar month.

Performance Monitoring

The City will monitor the performance of the Contract against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is to be taken by the Contractor within a reasonable period after being notified by the City, Contract suspension or termination procedures will be initiated.

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Compliance with Law

The Contractor and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Contractor shall be bound by all City orders that in any manner affect the Contract.

Amendments and Modifications to this Contract

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to the City's Financial contact and the Contractor's Program contact shown in Attachment A. Changes made to this Contract requires the written approval of each party's Program Official as shown in Attachment A.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Indemnification by Contractor

The Contractor agrees to indemnify, defend, and hold harmless the City of Davenport, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the Contractor of its obligations under this Contract;
2. Any injury or damage to persons or property caused, in whole or in part, by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or any person or entity acting on its behalf in the performance of services funded under this Contract;
3. Any claims, demands, or actions brought against the City that arise from or are connected with the Contractor's performance or failure to perform under this Contract, except to the extent such claims or damages arise from the City's own gross negligence or willful misconduct;
4. Any misuse of the funds provided by the City under this Contract, including any failure to use the funds in accordance with applicable laws, regulations, or the terms of this Contract.

Limitation of City's Liability

The City's role in this Contract is limited to providing financial support for the services to be rendered by the Contractor. The City shall not be liable for any acts, errors, or omissions of the Contractor, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The City assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

Indemnification by the City

The City agrees to indemnify, defend and hold harmless the Contractor, its directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses out of or related to:

1. Any material breach by the City of its obligations under this Contract;
2. Any proven misuse of funds by the City that results in claims or liabilities for the Contractor, except to the extent such claims or damages arise from the Contractor's own negligence or willful misconduct.

Termination for Convenience

Either party may terminate this Contract for any reason by providing written notice to the other party at least thirty (30) days in advance. Upon termination, the City shall pay the Contractor for all services performed and expenses incurred up to the date of termination, provided such services and expenses are in accordance with the terms of this Contract.

Termination for Cause

The City may terminate this Contract immediately, with written notice to the Contractor, if:

1. The Contractor fails to comply with any material term or condition of this Contract;
2. The Contractor misuses the funds provided by the City or fails to use the funds in accordance with applicable laws, regulations, or the terms of this Contract;
3. The Contractor becomes insolvent, files for bankruptcy, or is subject to any other proceeding related to its liquidation or insolvency; or

4. The Contractor engages in any illegal activities or practices that could harm the reputation or interests of the City.
5. The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

Effect of Termination

Upon termination of this Contract for any reason:

1. The Contractor shall cease all activities related to this Contract and shall provide the City with a final report of the services performed and expenditures made using the funds provided.
2. Any unspent funds provided by the City must be returned to the City within ten (10) days of the termination date.
3. Termination of this Contract shall not affect the rights or obligations of either party that have accrued prior to the termination date.

Survival

The provisions of this Contract that by their nature should survive termination shall remain in effect, including but not limited to indemnification, liability, and confidentiality obligations.

Miscellaneous

- **Governing Law:** This Contract shall be governed by the laws of the State of Iowa.
- **Entire Contract:** This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings.
- **Amendments:** Any modification of this Contract must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.
- **City Council Approval:** The entirety of this agreement is subject to and wholly dependent upon the approval of the Davenport City Council. Once the agreement is approved by the City Council, the Mayor of Davenport or his authorized signatory will execute the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name:

Title: Mayor, City of Davenport

Date: _____

FAMILY RESOURCES, INC

By: _____

Name:

Title:

Date: _____

ATTACHMENT 1
Statement of Work

Statement of Work

The Group Violence Intervention Coordinator position provides day to day coordination and management support to Davenport's GVI strategy.

- The Coordinator will work with other GVI project partners including: social service agencies, faith based and community organizations, law enforcement, city officials, and community to implement the GVI strategy and achieve established goals and objectives. The Coordinator is responsible for nurturing these partnerships to ensure that the implementation is effective and that agencies engage in collaborative partnerships.
- Maintain strong relationships with the diverse stakeholders in GVI, including both frontline and executive law enforcement partners, community-based organizations and social service providers, including coordinating and chairing the executive working group. Communicate regular updates on the status of implementation to executive partners.
- Coordinate organizational structure for GVI social service implementation and community engagement activities.
- Ensure that all activities are in alignment with the overall strategy mission and are in direct support of established project goals, objectives, policies and protocols, while allowing for unique local conditions, resources and needs.
- Coordinate a team of services for the participants and work with social services agencies, community agencies and GVI partners to address multiple problem areas affecting participants such as health, housing, mental health, and substance abuse.
- Schedule and attend GVI related planning meetings and participate in weekly conference calls.
- Facilitate GVI meetings such as governance board meetings, community meetings, etc.
- Establish and facilitate the on-going work of GVI including work groups with law enforcement, community engagement and social services.
- Maintain a clear implementation plan for Davenport's GVI. Ensure that program activities are in alignment with the project mission, objectives, policies and protocols; that all program activities are appropriately documented and that written activity reports are prepared as necessary.
- Track offender participation, offender interventions, offender outcomes, and maintain records of call-ins.
- Provide comprehensive, trauma- informed, survivor centered services to survivors. These services will consist of but are not limited to the following: legal advocacy, individual advocacy, information and referral, outreach and awareness, training, community collaboration, emergency client assistance and transportation, crisis response and crisis counseling, and systems advocacy.
- Assist survivors with funeral arrangements of their deceased loved one.
- Provide community organizing and collaborating with related professionals/agencies.
- Develop, implement and schedule presentations on related issues in the public sector including training for law enforcement, schools, and non-profit agencies.
- Participate in community relations/networking.
- Represent the program and agency positively in all public and community contacts.
- Provide immediate response to survivors as requested by law enforcement, medical professionals and other community partners.
- Ensure follow-up communication for survivors as they are identified through victim-witness coordinators, law enforcement, the media, or other sources.
- Provide ongoing advocacy and support to survivors through face-to-face contacts, cards, telephone calls, and other means.

REQ: _____

PO: _____

CITY OF DAVENPORT SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Year 1: CONTRACT AMOUNT:
\$50,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date