

COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, January 22, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

REVISED JANUARY 21, 2025

- I. Moment of Silence
- II. Pledge of Allegiance
- III. Roll Call
- IV. Meeting Protocol and Decorum
- V. City Administrator Update
- VI. Public Hearings
- VII. Proclamations
 - 1. National Mentoring Month | January 2025
- VIII. Petitions and Communications from Council Members and the Mayor
- IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Paul Reinartz, Vice Chair

X. COMMUNITY DEVELOPMENT

- 1. Third Consideration: Ordinance amending Chapter 3.34 entitled "Village of East Davenport Self-Supported Municipal Improvement District" of the Municipal Code of Davenport, Iowa to extend the term for twenty additional years pursuant to Iowa Code Chapter 386. [Ward 5]
- 2. Resolution approving Case P25-01 being the request of D&D Property Holding, LLC for a preliminary plat of Northside Industrial Park, a 5-lot subdivision on 28.3 acres located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition. [Ward 8]
- 3. Motion approving an amendment to the Year 50 Annual Plan to reflect the reallocation of Community Development Block Grant (CDBG) funds for Year 50 (July 1, 2024 – June 30, 2025). [All Wards]

4. Motion approving the Citizens Advisory Committee's recommendations for the reprogramming of the unspent and unobligated Community Development Block Grant (CDBG) funds from Program Year 49 ending June 30, 2024. [All Wards]

XI. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XII. PUBLIC SAFETY

1. First Consideration: Ordinance amending Schedule II One-Way Streets of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing Cedar Street from 4th Street to 5th Street. [Ward 3]

2. Motion approving beer and liquor license applications.

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

Ward 3

Micky's Irish Pub Davenport (MIPQC, LLC) – 429 East 3rd Street – New License/Owners – License Type: Class C Liquor (On-Premises)

Ward 5

Ace Spades (Guru Nanak Food Mart, Inc) – 405 East Locust Street – New License – License Type: Class C Liquor (On-Premises)

Save More (Guru Kirpa, LLC) – 405 East Locust Street – New License/Owners – License Type: Class E Liquor (Carry-Out)

B. Request for exemption:

Ward 5

Ace Spades (Guru Nanak Food Mart, Inc) – 405 East Locust Street – New License – License Type: Class C Liquor (On-Premises) **Request for waiver to 5.10.105(B) 600-foot separation from child care providers*

XIII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

XIV. PUBLIC WORKS

1. Resolution awarding a contract for engineering services for the Water Pollution Control Plant Bar Screen Replacement project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$523,900. [All Wards]
2. Resolution awarding a contract for engineering services for the West Central Park Avenue (Fairmount Street to Lincoln Avenue) Reconstruction project to Shive Hattery, Inc of Bettendorf, Iowa in the amount of \$194,500, CIP #35064. [Wards 1, 2, & 4]
3. Resolution awarding a blanket contract for the purchase of asphalt oils for the 2025 construction season to Bituminous Materials & Supply of Des Moines, Iowa as the primary supplier in the amount of \$2.595 per gallon for emulsion oil and \$565 per ton for asphalt binder, and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa as the backup supplier in the amount of \$2.63 per gallon for emulsion oil and \$625 per ton for asphalt binder. [All Wards]
4. Resolution awarding a blanket contract for the purchase of hot mix asphalt for the 2025 construction season to RiverStone Group, Inc of Davenport, Iowa in the amount of \$59.75/\$62.75 per ton and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa in the amount of \$64.99 per ton, CIP #35063. [All Wards]
5. Motion approving the purchase of UV lamps for the Water Pollution Control Plant from Xylem Water Solutions USA, Inc of Charlotte, North Carolina in the amount of \$91,166. [Ward 1]
6. Motion approving a ten-year lease agreement renewal between Izaak Walton League of America and the Davenport Municipal Airport. [Ward 8]
7. Motion approving a ten-year interdepartmental land lease agreement between the Davenport Police Department and the Davenport Municipal Airport for the continued use of the Police Weapons Training Facility. [Ward 8]
8. Motion approving a ten-year interdepartmental land lease agreement between the Davenport Community and Economic Development (CED) Department and the Davenport Municipal Airport for the continued use of the land in which the railroad extension spur crosses Airport property. [Ward 8]
9. Motion approving a ten-year interdepartmental land lease agreement between the Davenport Parks and Recreation Department and the Davenport Municipal Airport for continued use of the Davenport Soccer Complex. [Ward 8]
10. Motion approving the 2025 Davenport Municipal Airport Disadvantaged Business Enterprise (DBE) Program. [Ward 8]

XV. Motion recommending discussion or consent for Public Works items

FINANCE

Jazmin Newton, Chair; Mhisho Lynch, Vice Chair

XVI. FINANCE

1. Third Consideration: Ordinance to repeal and replace Section 10.16.070 entitled "Automated Traffic Enforcement" of the Municipal Code of Davenport, Iowa to incorporate updates outlined in State of Iowa Code § 321P. [All Wards]
2. Third Consideration: Ordinance amending Section 13.16.107 entitled "Rates – Amount" of the Municipal Code of Davenport, Iowa from \$6.31 to \$6.44 to \$6.56 per one hundred cubic feet of water use as determined by water meter readings, per bill rates for monthly commercial bills from \$24.08 to \$24.56 to \$25.05, per bill rates for monthly residential bills from \$12.96 to \$13.18 to \$13.40, per bill rates for quarterly residential bills from \$32.88 to \$33.53 to \$34.19, and per bill rates for quarterly commercial bills from \$32.38 to \$33.03 to \$33.69. [All Wards]
3. Resolution adopting the Internal Revenue Service mileage rate to reimburse employees for use of a personal vehicle for City business. [All Wards]
4. Motion approving a three-year collective bargaining agreement between the City of Davenport and the Amalgamated Transit Union, Local No. 312 for the term July 1, 2025 through June 30, 2028. [All Wards]

XVII. Motion recommending discussion or consent for Finance items

XVIII. PURCHASES OF \$10,000 TO \$50,000 (For Information Only)

1. Axiom Consultants Inc | Oak Street reconstruction engineering services | Amount: \$10,670
2. Dell Marketing LP | replacement laptops | Amount: \$11,676.25
3. Eocene Environmental Group, Inc | Rockingham Road historic architectural survey | Amount: \$12,768.25
4. CDW Government Inc | Barracuda email security subscription | Amount: \$12,780
5. N.J. Miller, Inc | Duck Creek golf cart path | Amount: \$24,160
6. Michael Meloy | Duck Creek Sewer Interceptor Extension settlement | Amount: \$25,000
7. StageRight Corporation | new stage pieces for RiverCenter | Amount: \$30,000
8. Kimberly Chrysler Plymouth Inc | vehicle for Police | Amount: \$35,079.81
9. Artemis Health Inc | Benefits Analytics Enterprise subscription | Amount: \$38,000
10. Green Buick GMC Inc | vehicle for Police | Amount: \$38,249

XIX. Other Ordinances, Resolutions and Motions

XX. 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 can not take action on any complaint or suggestions tonight, and can not respond to any allegations at this time.

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

end your comments promptly.

XXI. Reports of City Officials

XXII. Adjourn

City of Davenport

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

Action / Date
1/22/2025

Subject:

Third Consideration: Ordinance amending Chapter 3.34 entitled "Village of East Davenport Self-Supported Municipal Improvement District" of the Municipal Code of Davenport, Iowa to extend the term for twenty additional years pursuant to Iowa Code Chapter 386. [Ward 5]

Recommendation:

Adopt the Ordinance.

Background:

Iowa Code Chapter 386 allows cities to establish Self-Supporting Municipal Improvement Districts (SSMIDs) to improve and maintain districts. The source of funding for these districts is a supplemental property tax on properties within the district that can be used for operation and capital expenses. The Village of East Davenport SSMID has been operational since the early 1990s. The current 10-year SSMID term will expire in June 2025.

The leadership of the Village of East Davenport SSMID has proposed the following:

- No change to boundaries (see attached map)
- Operation fund rate not to exceed \$1.75 per thousand dollars of taxable value of property
- Capital improvement fund rate not to exceed \$1.75 per thousand dollars of taxable value
- Length of 20 years beginning July 2025

Per the State Code, the Village of East Davenport SSMID has gone through the process of collecting signatures from at least 25% of all owners of property within the district and the owners of at least 25% of the assessed value of such property. They have collected signatures from 31 out of 59 properties (52.5%) representing 52.99% of the total assessed valuation.

On November 5, 2024, the City's Planning and Zoning Commission voted to recommend approval of the Village of East Davenport SSMID and that it was consistent with the Comprehensive Plan Objective of "Creating a positive business climate that encourages growth of existing and new businesses."

Per State code, public notice was sent via certified mail to all property owners of record in the proposed SSMID area and the Public Notice was published in the Quad City Times on November 27, 2024.

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 3.34 ENTITLED "VILLAGE OF EAST DAVENPORT SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO EXTEND THE TERM FOR TWENTY ADDITIONAL YEARS PURSUANT TO IOWA CODE CHAPTER 386.

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

WHEREAS, Chapter 386 of Iowa Code allows for the establishment and amendment of Self-Supporting Municipal Improvement Districts (SSMIDs) to improve and/or maintain said districts; and

WHEREAS, the Village of East Davenport SSMID was created in the early 1990's; and

WHEREAS, at least twenty-five percent (25%) of all owners of property within the Village of East Davenport Self-Supporting Municipal Improvement District and being owners of property within the Village of East Davenport SSMID having an assessed value of at least twenty-five percent (25%) of the property, pursuant to Iowa Code Chapter 386; and

WHEREAS, the Village of East Davenport SSMID desires to continue the request to the City Council of Davenport, Iowa provide by Ordinance that the taxes described below shall be levied for a period of twenty (20) calendar years, with the levy of taxes to begin in the fiscal year beginning July 2025 and continue for twenty (20) additional fiscal years, unless extended by amendment; and

WHEREAS, the Village of East Davenport SSMID desires to continue a self-supported improvement district operation fund to be known as the "Village of East Davenport Self-Supported Municipal Improvement District Capital Improvement Fund" and annually levy a tax known as the Village of East Davenport Self-Supported Municipal Improvement District Capital Improvement Fund Tax" (hereinafter the Capital Tax), which shall not exceed One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property within the Village of East Davenport Self-Supported Municipal Improvement District. The Capital Tax shall fund the Village of East Davenport Self-Supported Municipal Improvement District Capital Improvement Fund.

WHEREAS, the Village of East Davenport SSMID desires to continue a self-supported improvement district operation fund to be known as the "Village of East Davenport Self-Supported Municipal Improvement District Operation Fund" and annually levy a tax known as the Village of East

Davenport Self-Supported Municipal Improvement District Capital Improvement Fund Tax” (hereinafter the Operation Tax), which shall not exceed One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property within the Village of East Davenport Self-Supported Municipal Improvement District. The Operation Tax shall fund the Village of East Davenport Self-Supported Municipal Improvement District Operation Fund.

NOW THEREFORE, the Davenport Municipal Code Chapter 3.34.040 is hereby amended to extend the period for the levy of operation fund taxes in the amount of One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property for the Village of East Davenport Self-Supported Municipal Improvement District beginning July 1, 2025 for twenty additional fiscal years as defined in Section 3.34.020.

NOW THEREFORE, the Davenport Municipal Code Section 3.34.060 is hereby amended to extend the period for the levy of capital improvement fund taxes in the amount of One Dollar and Seventy-Five Cents (\$1.75) per Thousand Dollars of taxable value of the property for the Village of East Davenport Self-Supported Municipal Improvement District beginning July 1, 2025 for twenty additional fiscal years as defined in Section 3.34.020.

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:

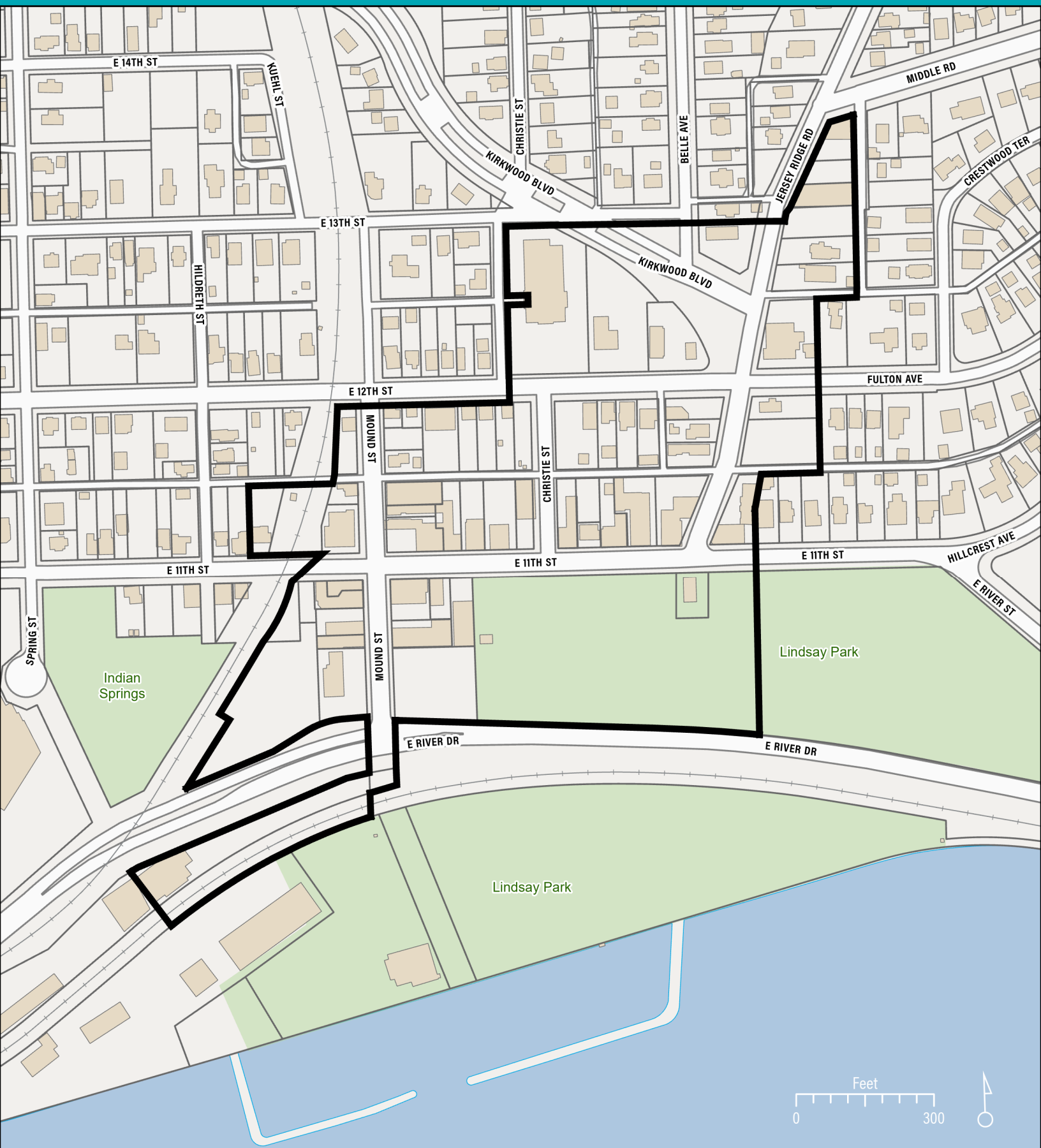
Mike Matson
Mayor

Brian Krup
Deputy City Clerk



East Village SSMID

Legal Description



City of Davenport

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

Action / Date
1/22/2025

Subject:

Resolution approving Case P25-01 being the request of D&D Property Holding, LLC for a preliminary plat of Northside Industrial Park, a 5-lot subdivision on 28.3 acres located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

The undeveloped site is part of the Iowa Research Commerce & Technology Park. The 28.3-acre lot has historically been used for farming. The purpose of the subdivision is to divide the site into five lots suitable for industrial development. A concept plan has been submitted showing warehouse/distribution buildings with associated parking and loading docks on each lot. A new public road, Pheasant Circle, will be dedicated to offer access to each lot. The intersection will align with the existing break in the boulevard of Harrison Street.

The Plan and Zoning Commission reviewed Case P25-01 at its January 7, 2025 meeting and recommended approval subject to the following findings and conditions:

Findings

1. The preliminary plat conforms to the comprehensive plan Davenport +2035.
2. The preliminary plat prepares the area for future development.
3. The preliminary plat (with conditions recommended by City staff) would achieve consistency with subdivision requirements. A variance to Section 16.24.040(C) for a cul-de-sac exceeding maximum length is granted for Pheasant Circle.

Conditions

1. A traffic study is required with the submittal of a final plat to ensure appropriate traffic measures are in place upon development of the lots. Provide a pavement thickness analysis based on expected traffic volume.
2. Provide auto-turn/vehicle tracking model to confirm that semi turning onto streets and drives can be accomplished without significant encroachment into adjacent lanes. The findings will determine the radius of the cul-de-sac.
3. Any fill within easements shall require approval from utilities as part of the civil submittal.
4. Add a note stating, "Stormwater detention is provided by the regional detention basin in Outlot A of Iowa Research Commerce & Technology Park Third Addition. Additional detention may be required upon development."

Attachments:

1. Resolution
2. Preliminary Plat of Northside Industrial Park
3. Maps
4. Staff Report-Plan & Zoning Commission
5. Application

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case P25-01 being the request of D&D Property Holding, LLC for a preliminary plat of Northside Industrial Park, a 5-lot subdivision on 28.3 acres located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition.

WHEREAS, the Plan & Zoning Commission reviewed Case P25-01 at the January 7, 2025 regularly scheduled meeting with a recommendation for approval subject to four conditions; and

WHEREAS, a variance to Section 16.24.040(C) to exceed the maximum length of a cul-de-sac is granted with the approval of this plat; and

WHEREAS, with the recommended conditions, the subdivision is consistent with Chapter 16 of the Municipal Code of the City of Davenport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the preliminary plat of Northside Industrial Park to the City of Davenport, Iowa be and the same is hereby approved and accepted subject to all applicable conditions as stated in the January 7, 2025 Plan and Zoning Commission's recommendation for approval.

Passed and approved this 29th day of January, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

PRELIMINARY PLAT
NORTHSIDE INDUSTRIAL PARK
LOT 1 - IOWA RESEARCH COMMERCE &
TECHNOLOGY PARK THIRD ADDITION
TO THE CITY OF DAVENPORT, IOWA

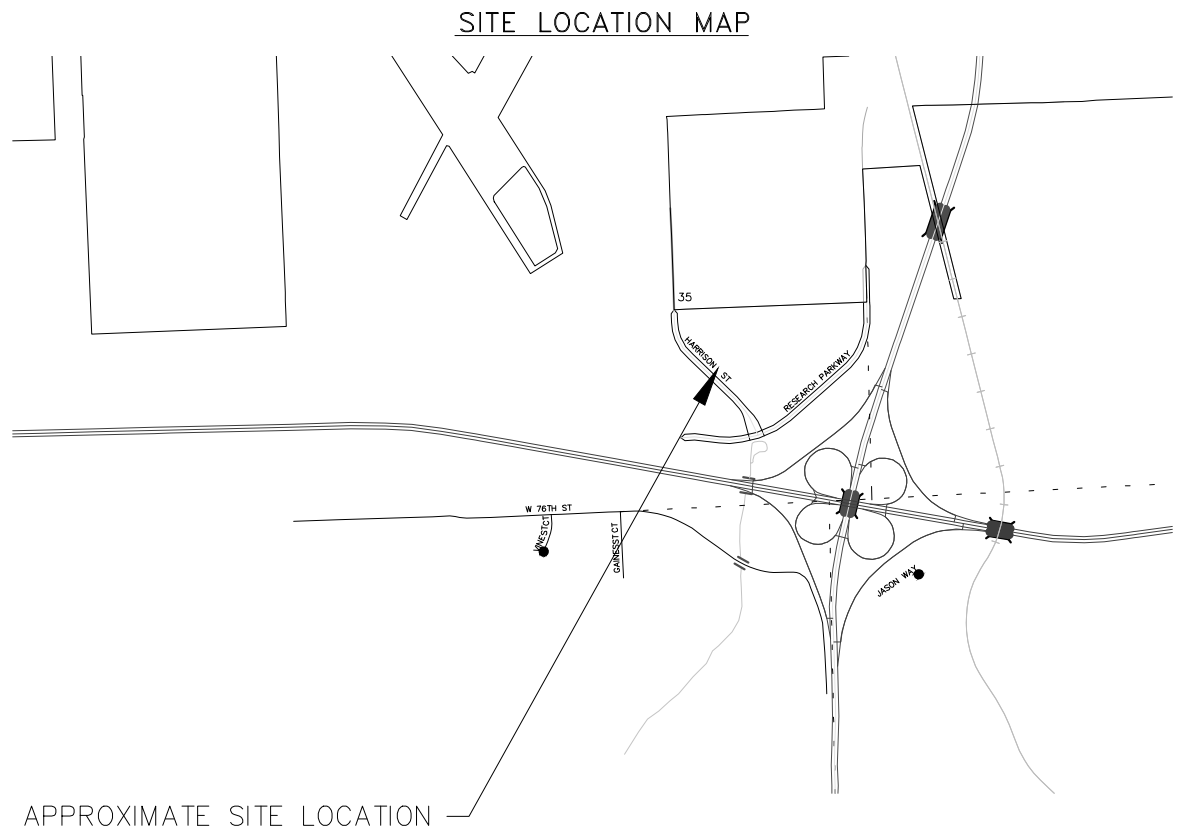
NOTES :

1. MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.
3. 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.
4. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.
5. ALL IMPROVEMENTS SHALL COMPLY WITH SUDAS LATEST EDITION WITH THE CITY OF DAVENPORT SUPPLEMENTAL TO SUDAS LATEST EDITION.
6. BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.
7. NO PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN THE FEMA DETERMINED SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SOWN ON FLOOD INSURANCE RATE MAPS
8. OWNERS OF LOTS ON WHICH A DRAINAGE EASEMENT HAS BEEN ESTABLISHED AS A STORM WATER PASSAGEWAY SHALL MAINTAIN SAID EASEMENT AS A LAWN, PLANTED IN GRASS AND FREE OF BUSHES, FENCES, FILL, SHRUBS, STRUCTURES, TREES, AND/OR OTHER LANDSCAPING THAT WOULD IMPEDE THE FLOW OF STORM WATER RUNOFF.
9. SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREET FRONTAGES PRIOR TO THE COMPLETION OF RESIDENTIAL CONSTRUCTION FOR EACH LOT, OR AS SO ORDERED BY THE CITY OF DAVENPORT. SIDEWALKS ALONG ALL OUTLOTS WITH ABUTTING STREETS SHALL BE CONSTRUCTED BY THE DEVELOPER AT THE TIME OF STREET CONSTRUCTION.
12. WATER QUALITY TREATMENT IS REQUIRED FOR THIS SUBDIVISION AND SHALL BE OWNED AND MAINTAINED BY THE OWNER.
13. NO ON-STREET PARKING SHALL BE ALLOWED ON THE STREET.

14. MAINTAIN 50' BUFFER FROM EXISTING STREAM BANK, FOR ALL STRUCTURES AND ROADWAY PAVING. PEDESTRIAN PATH MAY BE NO CLOSER THAN 25' TO THE STREAM BANK. ALL VEGETATION IN THIS STREAM BANK BUFFER AREA SHALL NOT BE MOWED, EXCLUDING THE PATHS 2' SHOULDER WHICH MAY BE MOWED.

15. OWNERS OF LOTS ON WHICH A STREAM BUFFER DRAINAGE EASEMENT IS REQUIRED SHALL MAINTAIN SAID BUFFER AS AN UNDISTURBED NATURAL AREA OR NATIVE PLANTING AREA, NOT ALLOWING VEGETATION TO BE CUT TO A HEIGHT OF LESS THAN SIX INCHES WITHOUT AUTHORIZATION OF THE CITY OF DAVENPORT NATURAL RESOURCES DIVISION.

16. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF THE DRIVEWAY TO REPLACE STANDARD INLET CASTINGS WITH APPROVED DRIVEWAY INLET CASTING IF PROPOSED DRIVEWAY OVERLAPS WITH INLET LOCATION.



APPROVED BY:
CITY OF DAVENPORT, IOWA
BY: _____
DATE: _____ ATTEST: _____

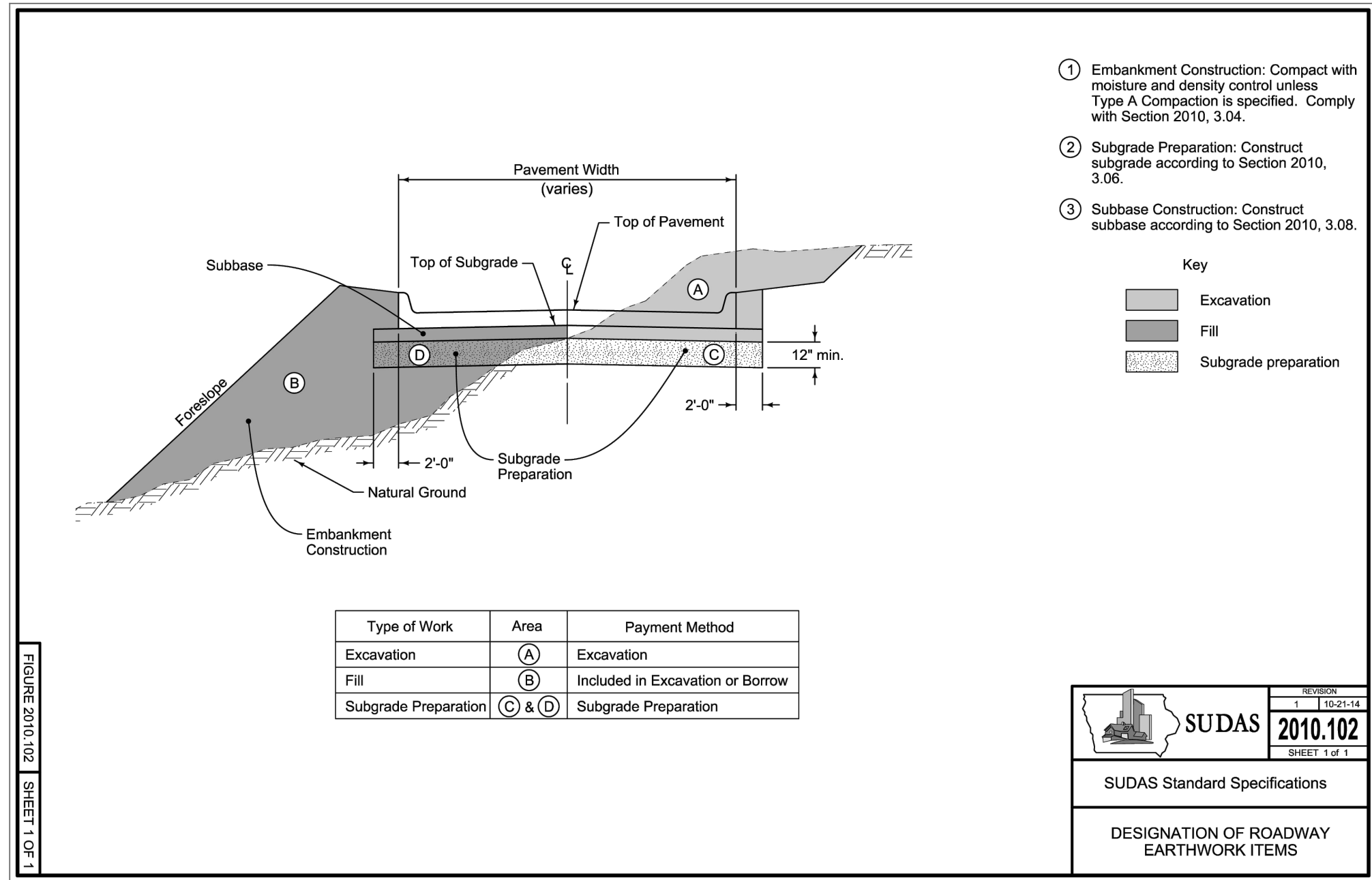
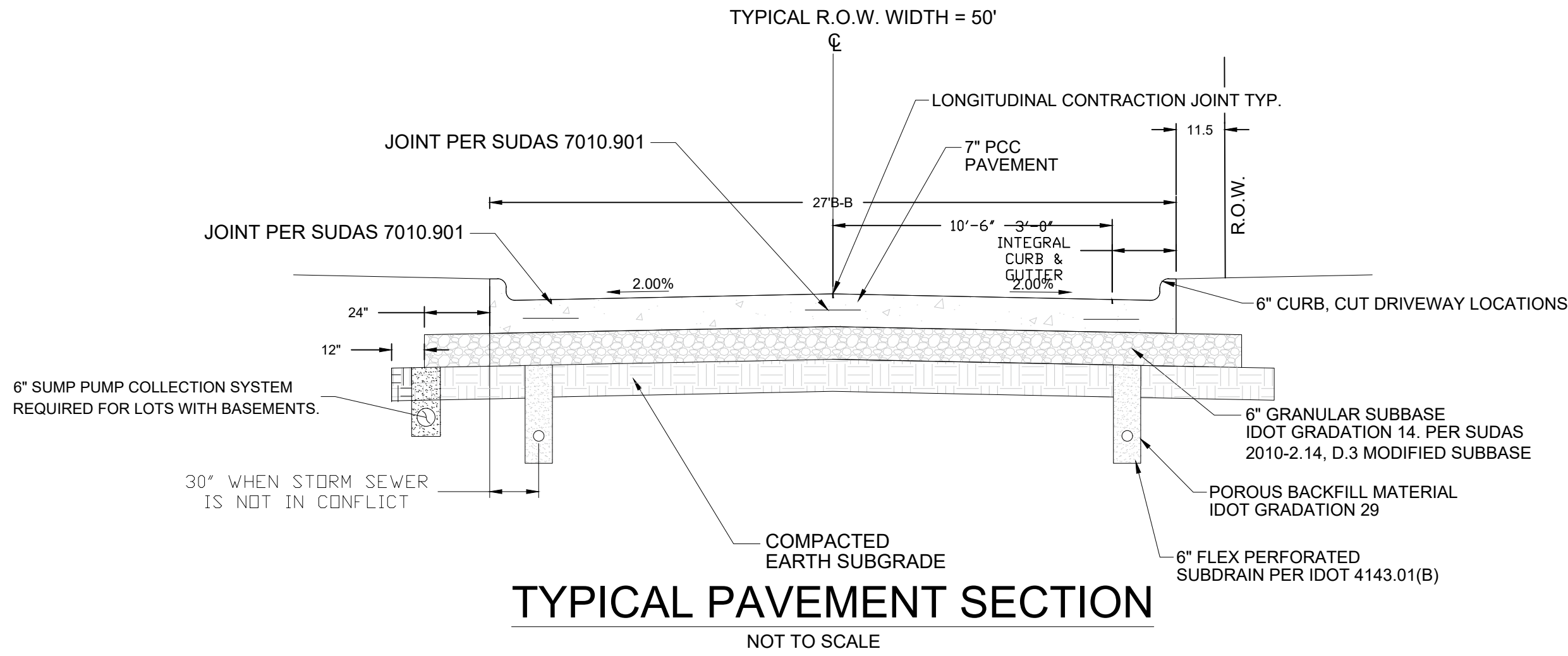
CITY PLAN & ZONE COMMISSION
BY: _____ DATE: _____

MEDIACOM _____ DATE: _____
IOWA - AMERICAN WATER COMPANY _____ DATE: _____

CENTURY LINK _____ DATE: _____
METRONET _____ DATE: _____

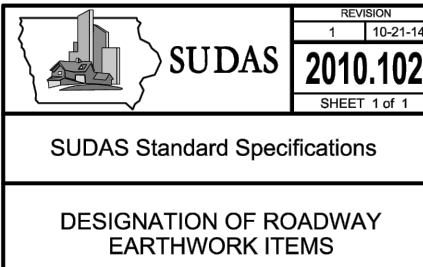
MIDAMERICAN ENERGY
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN

I-1 Industrial Zoning
Minimum Front Setback: 25'
Minimum Interior Side Setback:
None, unless abutting a residential district, then 25 feet
15 feet, unless abutting a residential district, then 25 feet
Minimum Corner Side Setback: 20'
Minimum Rear Setback: 15'



- ① Embankment Construction: Compact with moisture and density control unless Type A Compaction is specified. Comply with Section 2010, 3.04.
② Subgrade Preparation: Construct subgrade according to Section 2010, 3.06.
③ Subbase Construction: Construct subbase according to Section 2010, 3.08.

Key
Excavation
Fill
Subgrade preparation



LEGEND:	
---	EASEMENT
---	SETBACK LINE
---	CENTERLINE
---	PROPERTY BOUNDARY
---	EXISTING FENCE
---	EXISTING SANITARY
---	PROPOSED SANITARY
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING WATER
---	PROPOSED WATER
---	EXISTING GAS
---	EXISTING GAS LINE
---	ELEC
---	EXISTING ELECTRIC
---	EXISTING GAS VALVE
---	EXISTING WATER VALVE
---	EXISTING UTILITY POLE
---	EXISTING LIGHT POLE
---	EXISTING TREE
---	EXISTING BUSH
---	EXISTING MANHOLE
---	EXISTING FIRE HYDRANT
---	FOUND PROPERTY PIN
---	CONTROL POINT

1. Owner:
D&D Property Holding LLC
6225 N Brady Street
Davenport IA 52806
2. Engineer:
Christopher R. Townsend, P.E.
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386 - 4236
3. Surveyor:
Jerry Rogers, P.L.S.
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386 - 4236
4. Attorney:
Ted Olt III
Lane & Waterman LLP
220 N Main Street Suite 600
Davenport, Iowa



DATE: 12-9-24
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: CV
CHECKED BY: CRT
DRAWING LOCATION
S:\Russell\Lot 1 Iowa Research\Iowa Research Park 28 Ac Site.dwg

REVISIONS:		DATE
NO.	DESCRIPTION	

PROJECT
PRELIMINARY PLAT
Lot 1 - Iowa Research Commerce & Tech. Park 3rd
N. Harrison Street
Davenport, Iowa 52806

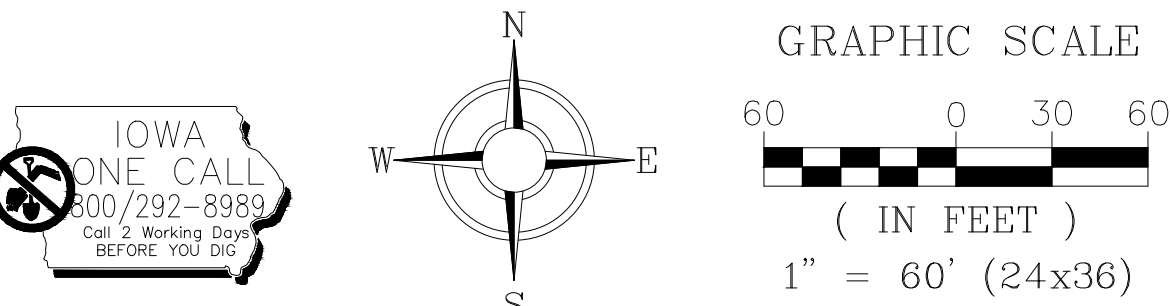
DEVELOPER
D & D Property Holding LLC
6225 N. Brady Street
Davenport, Iowa 52806

SHEET NO.
1
OF
4

PRELIMINARY PLAT

NORTHSIDE INDUSTRIAL PARK
LOT 1 - IOWA RESEARCH COMMERCE &
TECHNOLOGY PARK THIRD ADDITION
TO THE CITY OF DAVENPORT, IOWA

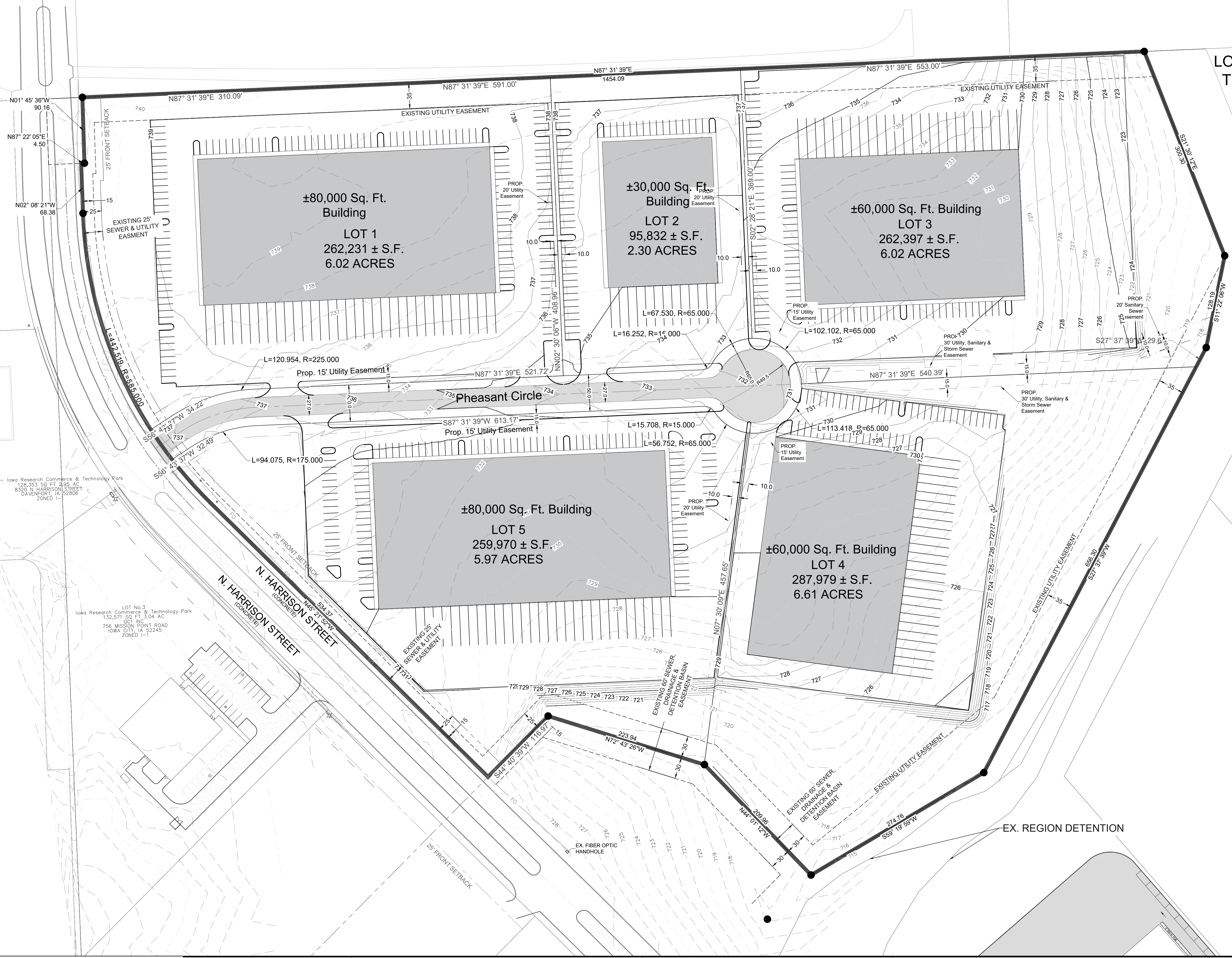
BEING A PART OF THE SOUTHEAST
QUARTER OF SECTION 35
TOWNSHIP 79 NORTH, RANGE 3 EAST
OF THE 5th P.M. AND IN PART BEING
A REPLAT OF LOT 17, OUTLOT C AND
PART OF LOT 21 OF IOWA RESEARCH
COMMERCE & TECHNOLOGY PARK,
AND IN PART BEING A REPLAT OF
IOWA RESEARCH COMMERCE &
TECHNOLOGY PARK SECOND
ADDITION



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.

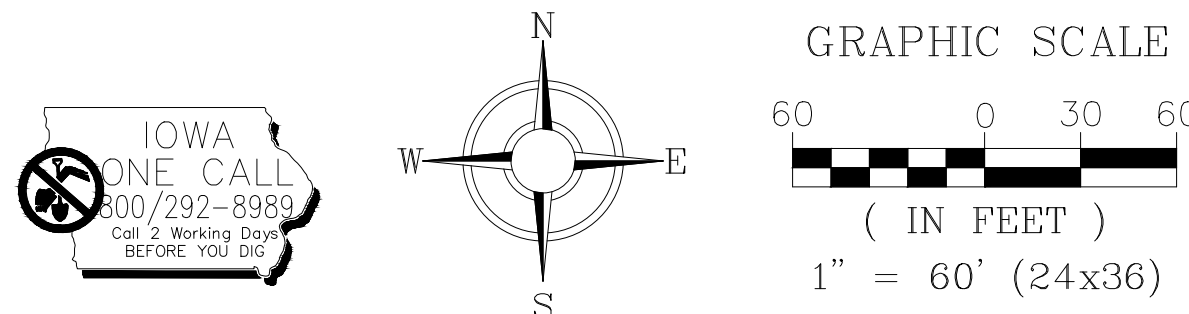
BOUNDARY LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
#5 REBAR w/ YELLOW CAP #7222, ●
UNLESS NOTED =
MONUMENTS SET:
#5 REBAR w/ PINK CAP #8860 = ○
BOUNDARY LINE = ————
ROAD CENTER LINE = ————
EASEMENT LINE = ————
SETBACK LINE = ————
SECTION LINE = ————

LEGEND:			
---	EASEMENT	⊗	EXISTING GAS VALVE
---	SETBACK LINE	○	EXISTING WATER VALVE
---	CENTERLINE	⊕	EXISTING UTILITY POLE
---	PROPERTY BOUNDARY	⊙	EXISTING LIGHT POLE
---	EXISTING FENCE	⊗	EXISTING TREE
---	EXISTING SANITARY	⊗	EXISTING BUSH
---	PROPOSED SANITARY	⊗	EXISTING MANHOLE
---	EXISTING STORM SEWER	⊗	EXISTING FIRE HYDRANT
---	PROPOSED STORM SEWER	⊗	FOUND PROPERTY PIN
---	EXISTING WATER	⊗	CONTROL POINT
---	PROPOSED WATER	⊗	
---	GAS	⊗	
---	ELEC	⊗	



PRELIMINARY PLAT GRADING PLAN
NORTHSIDE INDUSTRIAL PARK
LOT 1 - IOWA RESEARCH COMMERCE &
TECHNOLOGY PARK THIRD ADDITION
TO THE CITY OF DAVENPORT, IOWA

BEING A PART OF THE SOUTHEAST
QUARTER OF SECTION 35
TOWNSHIP 79 NORTH, RANGE 3 EAST
OF THE 5th P.M. AND IN PART BEING
A REPLAT OF LOT 17, OUTLOT C AND
PART OF LOT 21 OF IOWA RESEARCH
COMMERCE & TECHNOLOGY PARK,
AND IN PART BEING A REPLAT OF
IOWA RESEARCH COMMERCE &
TECHNOLOGY PARK SECOND
ADDITION



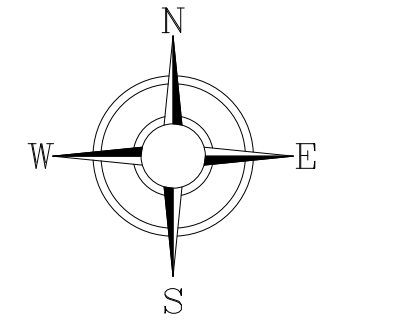
THE MEASURED BEARINGS SHOWN HEREON ARE
BASED ON THE US STATE PLANE COORDINATE
SYSTEM, IOWA SOUTH ZONE (1402) GEOID 12A,
NAD 83 (2011) EPOCH 2010.00.

BOUNDARY LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
#5 REBAR w/ YELLOW CAP #7222,
UNLESS NOTED = ●
MONUMENTS SET:
#5 REBAR w/ PINK CAP #8860 = ○
BOUNDARY LINE = ———
ROAD CENTER LINE = ———
EASEMENT LINE = ———
SETBACK LINE = ———
SECTION LINE = ———

LEGEND:	
---	EASEMENT
---	SETBACK LINE
---	CENTERLINE
---	PROPERTY BOUNDARY
---	EXISTING FENCE
---	EXISTING SANITARY
---	PROPOSED SANITARY
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING WATER
---	PROPOSED WATER
---	GAS
---	EXISTING GAS LINE
---	ELEC
---	EXISTING ELECTRIC
---	EXISTING GAS VALVE
---	EXISTING WATER VALVE
---	EXISTING UTILITY POLE
---	EXISTING LIGHT POLE
---	EXISTING TREE
---	EXISTING BUSH
---	EXISTING MANHOLE
---	EXISTING FIRE HYDRANT
---	FOUND PROPERTY PIN
---	CONTROL POINT



PRELIMINARY PLAT UTILITY PLAN
NORTHSIDE INDUSTRIAL PARK
LOT 1 - IOWA RESEARCH COMMERCE &
TECHNOLOGY PARK THIRD ADDITION
TO THE CITY OF DAVENPORT, IOWA



GRAPHIC SCALE
60 0 30 60
(IN FEET)
1" = 60' (24x36)



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.

BOUNDARY LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
#5 REBAR w/ YELLOW CAP #7222, ●
UNLESS NOTED =
MONUMENTS SET:
#5 REBAR w/ PINK CAP #8860 = ○
BOUNDARY LINE = ————
ROAD CENTER LINE = ————
EASEMENT LINE = ————
SETBACK LINE = ————
SECTION LINE = ————

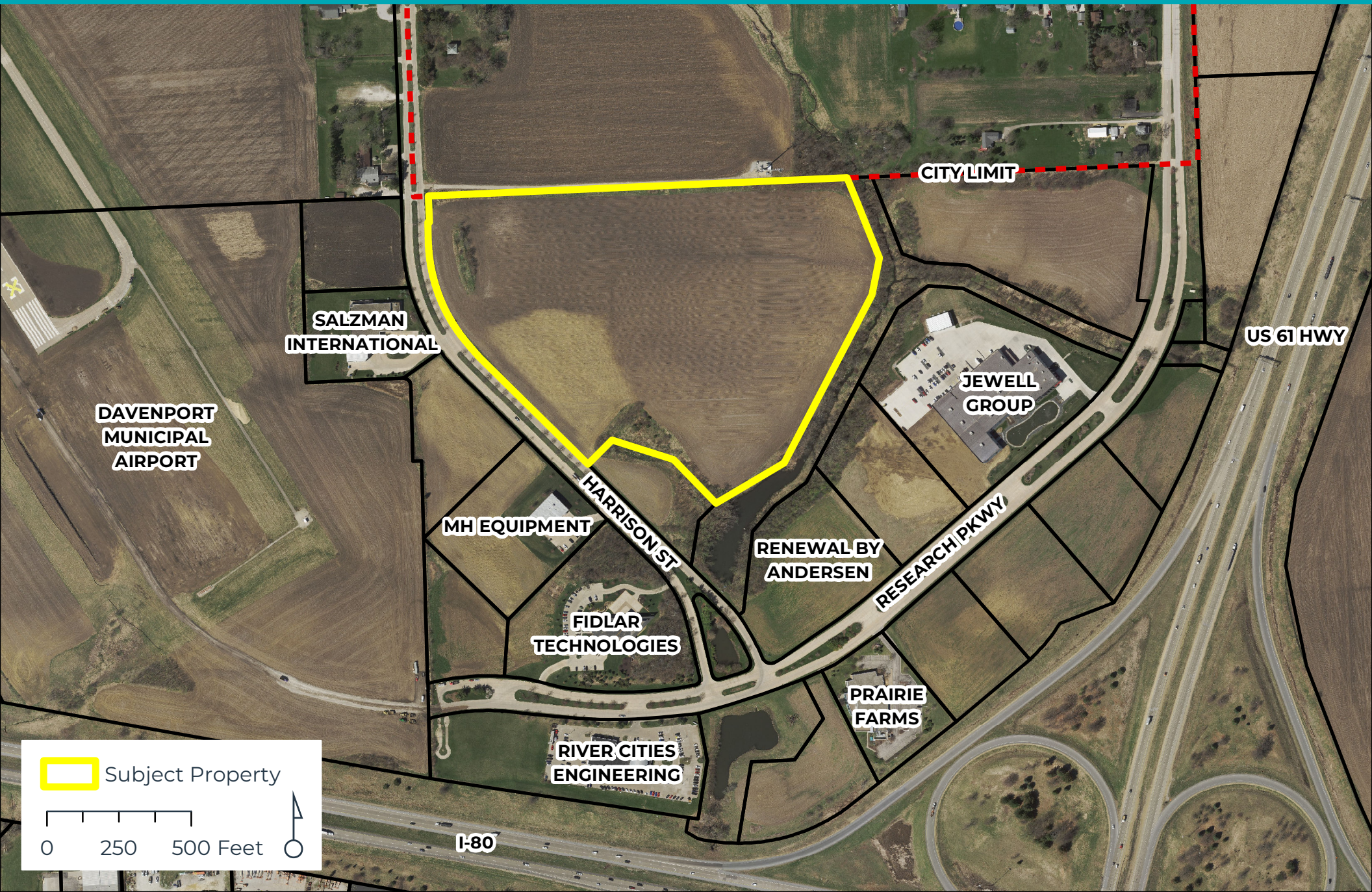
LEGEND:	
---	EASEMENT
---	SETBACK LINE
---	CENTERLINE
---	PROPERTY BOUNDARY
---	EXISTING FENCE
---	EXISTING SANITARY
---	PROPOSED SANITARY
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING WATER
---	PROPOSED WATER
---	EXISTING GAS LINE
---	EXISTING ELECTRIC
⊗	EXISTING GAS VALVE
○	EXISTING WATER VALVE
⊕	EXISTING UTILITY POLE
⊙	EXISTING LIGHT POLE
⊗	EXISTING TREE
⊗	EXISTING BUSH
⊙	EXISTING MANHOLE
⊙	EXISTING FIRE HYDRANT
●	FOUND PROPERTY PIN
⊕	CONTROL POINT

REVISIONS:		
NO.	DESCRIPTION	DATE



Vicinity Map | Case P25-01

Request of D&D Property Holding, LLC for a 28.3-acre Preliminary Plat of Northside Industrial Park. The 5-lot subdivision is located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition. [Ward 8]



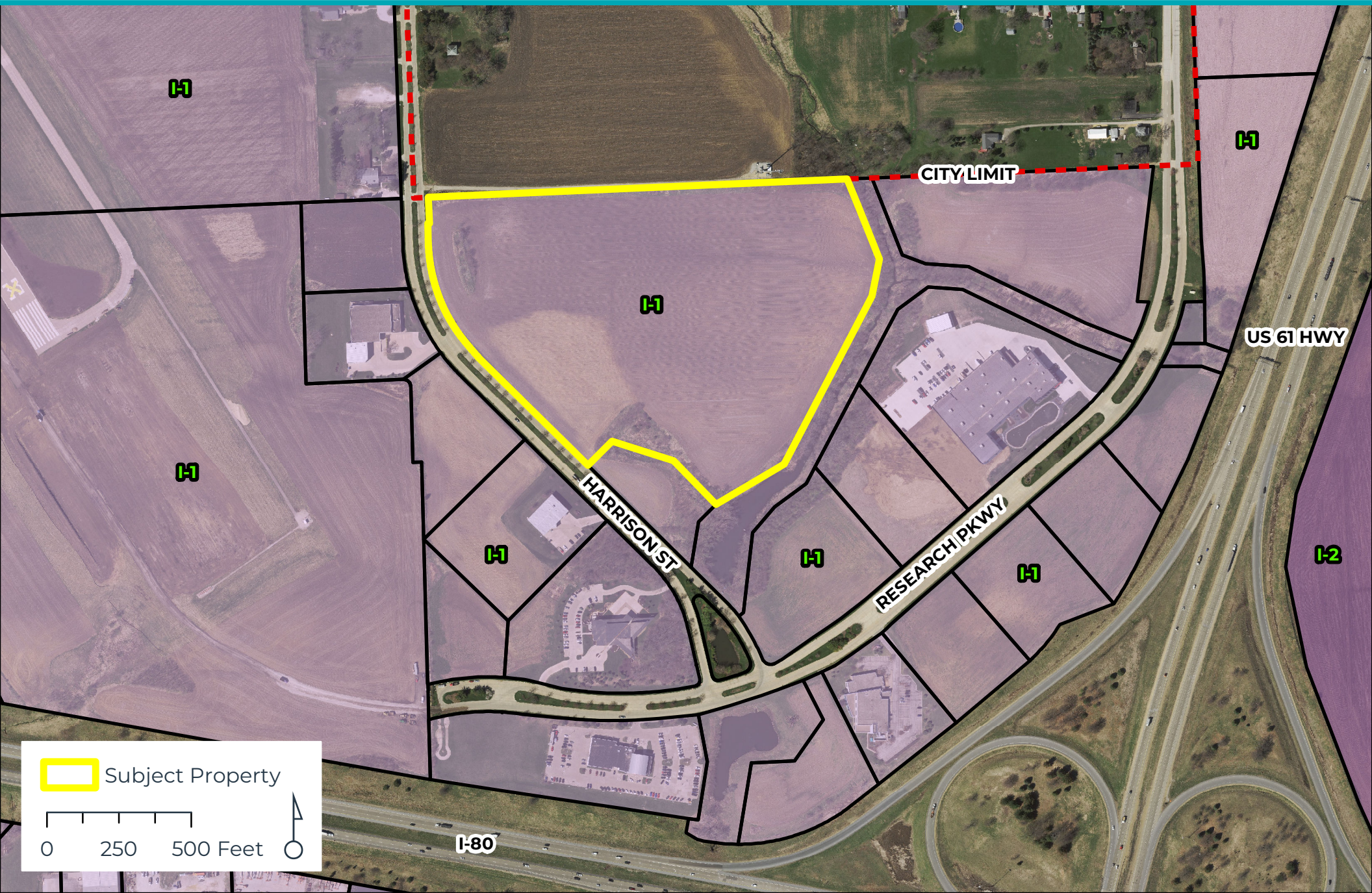
 Subject Property

0 250 500 Feet 



Zoning Map | Case P25-01

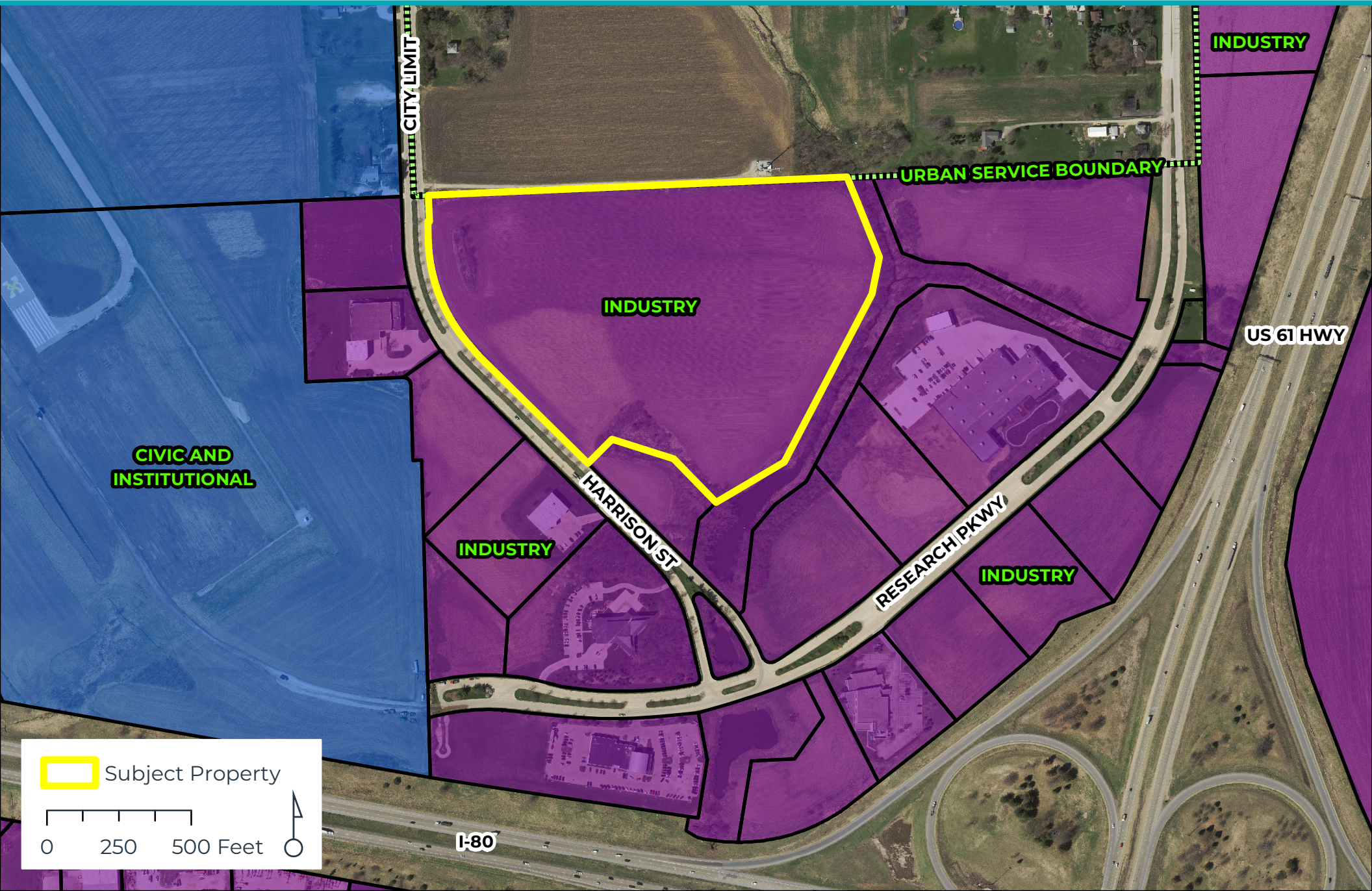
Request of D&D Property Holding, LLC for a 28.3-acre Preliminary Plat of Northside Industrial Park. The 5-lot subdivision is located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition. [Ward 8]





Future Land Use Map | Case P25-01

Request of D&D Property Holding, LLC for a 28.3-acre Preliminary Plat of Northside Industrial Park. The 5-lot subdivision is located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition. [Ward 8]



City of Davenport

Department: Development & Neighborhood Services
Contact Info: Matt Werderitch | 563-888-2221

Action / Date
1/7/2025

Subject:

Case P25-01: Request of D&D Property Holding, LLC for a 28.3-acre Preliminary Plat of Northside Industrial Park. The 5-lot subdivision is located on Lot 1 of Iowa Research Commerce & Technology Park Third Addition. [Ward 8]

Recommendation:

Staff recommends the Plan and Zoning Commission forward P25-01 to City Council with a recommendation for approval subject to the following findings and conditions:

Findings:

1. The preliminary plat conforms to the comprehensive plan Davenport +2035.
2. The preliminary plat prepares the area for future development.
3. The preliminary plat (with conditions recommended by City Staff) would achieve consistency with subdivision requirements. A variance to Section 16.24.040.C for a cul-de-sac exceeding maximum length is granted for Pheasant Circle.

Conditions:

1. A traffic study is required with the submittal of a final plat to ensure appropriate traffic measures are in place upon development of the lots. Provide a pavement thickness analysis based on expected traffic volume.
2. Provide auto-turn/vehicle tracking model to confirm that semi turning onto streets and drives can be accomplished without significant encroachment into adjacent lanes. The findings will determine the radius of the cul-de-sac.
3. Any fill within easements shall require approval from utilities as part of the civil submittal.
4. Add a note stating, "Stormwater detention is provided by the regional detention basin in Outlot A of Iowa Research Commerce & Technology Park Third Addition. Additional detention may be required upon development."

Background:

The undeveloped site is part of the Iowa Research Commerce & Technology Park. The 28.3-acre lot has historically been used for farming. The purpose of the subdivision is to divide the site into five lots suitable for industrial development. A concept plan has been submitted showing warehouse/distribution buildings with associated parking and loading docks on each lot. A new public road, Pheasant Circle, will be dedicated to offer access to each lot. The intersection will align with the existing break in the boulevard of Harrison Street.

Comprehensive Plan:

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

Future Land Use Designation:

The subject property is designated as **Industry (I)**. This land use classification designates areas devoted to manufacturing, assembly/fabrication, warehousing and distribution, research and technological innovation centers, and associated commercial/office uses developed at a scale as to warrant access to good transportation networks and separation or buffering from residential uses.

Relevant Goals to be considered in this Case: Strengthen the Existing Built Environment.
The proposed Final Plat complies with the Davenport +2035 proposed land use section.

Zoning:

The subject property is zoned **I-1 Light Industrial District**. This district is intended to provide for a variety of light manufacturing, fabricating, processing, distributing, and warehousing uses. Light industrial uses are enclosed, low-intensity uses with minimal, if any, outside impacts.

Technical Review:

1. Zoning: The I-1 Light Industrial District does not have a minimum lot area or lot width requirement.
2. Streets: Pheasant Circle will be dedicated to the City upon the recording of a final plat. The right-of-way width is 50 feet, with a typical pavement section of 27 feet from back-of-curb to back-of-curb. Results of the traffic study may impact overall roadway design. The right-of-way terminates at approximately 885 feet, exceeding the maximum length of 600 feet as outlined in Section 16.24.040.C of the Subdivision Ordinance.
3. Storm Water: Detention and water quality treatment is required for this subdivision. Detention is provided by the basin located in Outlot A of Iowa Research Commerce & Technology Park Third Addition. Further improvements may be required upon further development of the property.
4. Sanitary Sewer: There is an existing sewer line located within the easement spanning the length of the east and south property lines. In addition, there is sanitary sewer located on the westside of the Harrison Street right-of-way.
5. Other Utilities: Normal utility services are available on this site.
6. Parks/Open Space: There are no impacts to parks/open space.

Section 16.24.040.C-Streets:

Cul-de-sac turnarounds shall be provided at the end of all permanently closed streets. No cul-de-sac shall exceed 600 feet in length as measured from the center line of the intersecting street to the termination of the right-of-way. All culs-de-sac shall have a minimum right-of-way radius of 50 feet and a minimum paving radius of 40.5 feet. Exception: The City Council may determine a different street turnaround standard within a planned unit development based upon the application land use and the number of lots served.

Section 16.32-Variances:

Whenever the tract to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in these regulations would result in real difficulties and substantial hardships or injustice, the City Plan and Zoning Commission may vary or modify such requirements so that the subdivider is allowed to develop his property in a reasonable manner, but so, at the same time, the public welfare and interests of the City and surrounding area are protected and the general intent and spirit of these regulations are preserved.

Public Input:

A public hearing and public notification are not required for a final plat.

Attachments:

1. Preliminary Plat of Northside Industrial Park
2. Application
3. Maps



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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
(LAND DIVISION)

APPLICANT INFORMATION

Applicant Name

Address

City | State | Zip

Phone

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.

Print Applicant's Name

Applicant's Signature

Date

SUBDIVISION NAME

LOCATION DESCRIPTION

SUBMITTED

NUMBER OF LOTS BY USE TYPE

ACRES

STREETS ADDED

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

Address

Phone

Secondary Phone

E-Mail Address

Engineer

Address

Phone

Secondary Phone

E-Mail Address

Owner

Address

Phone

Secondary Phone

E-Mail Address

Attorney

Address

Phone

Secondary Phone

E-Mail Address

City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving an amendment to the Year 50 Annual Plan to reflect the reallocation of Community Development Block Grant (CDBG) funds for Year 50 (July 1, 2024 – June 30, 2025).
[All Wards]

Recommendation:

Approve the motion

Background:

On March 27, 2024, the City Council approved the allocation of \$1,641,373 in CDBG funds, as recommended by the Citizens' Advisory Committee (CAC), for the Year 50 CDBG program year, to begin July 1, 2024.

After the allocation process was completed and grant agreements were signed, two subrecipients notified City Staff that they are unable to carry out CDBG funded activities in the current program year:

- Boys & Girls Club, which was initially awarded \$28,365, notified the City that they would be suspending operations at the Davenport Club effective October 1. Some funding was reimbursed to the agency for eligible expenses, with \$21,825 remaining to reallocate to other Year 50 CDBG subrecipients.
- Common Chord, which was initially awarded \$18,724, notified the City that they would be withdrawing from current year funding. No funding was reimbursed to the agency, with \$18,724 remaining to reallocate to other Year 50 CDBG subrecipients.

The Committee voted unanimously to reallocate the available \$40,549 using the evaluation scores and the established allocation process implemented during the March allocation cycle. This resulted in each agency receiving additional funding in very similar amounts, with a range of just \$7 between the highest and lowest additional award. The CAC makes the following recommendations:

- Project Renewal, the highest scoring applicant that had not reached the funding cap, should receive an additional \$4,511.
- Vera French should receive an additional \$4,506.
- Big Brothers Big Sisters, Family Resources, Friendly House, and Humility of Mary should each receive an additional \$4,505.
- CASI, Iowa Legal Aid, and Salvation Army should each receive an additional \$4,504.

Attached is a new CDBG summary sheet reflecting the CAC recommendations.

Approval of this Motion will authorize staff to submit the amendment to HUD.

Attachments:

1. CDBG Yr 50 Allocation Summary CAC Recommendation 01-06-25

CDBG YR 50 (JULY 1, 2024 TO JUNE 30, 2025)
CAC Recommended Public Service Reallocation

	<u>YEAR 50</u>	<u>YEAR 50</u>
	<u>06/26/24</u>	<u>01/06/25</u>
	<u>COUNCIL APPROVED</u>	<u>CAC RECOMMENDED</u>
PUBLIC SERVICES		
Big Brothers/Big Sisters of Q.C.	\$27,067	\$31,572
Boys & Girls Club	\$28,365	\$6,540
CASI - Senior Wellness	\$20,178	\$24,682
Common Chord	\$18,724	\$0
Family Resources DV Services	\$22,927	\$27,432
Friendly House Year-Round Youth Program	\$29,319	\$33,824
Humility of Mary Shelter & Housing	\$26,171	\$30,676
Iowa Legal Aid	\$21,553	\$26,057
Project Renewal	\$30,694	\$35,205
Salvation Army Homelessness Prevention	\$24,969	\$29,473
Vera French Community Mental Health	\$24,033	\$28,539
SUBTOTAL	\$274,000	\$274,000

City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving the Citizens Advisory Committee's recommendations for the reprogramming of the unspent and unobligated Community Development Block Grant (CDBG) funds from Program Year 49 ending June 30, 2024. [All Wards]

Recommendation:

Pass the Motion.

Background:

Each year, the Citizens Advisory Committee's (CAC) recommends allocating the unspent and unobligated Community Development Block Grant (CDBG) funds from the prior fiscal year; as of June 30, 2024, \$98,500.68 remained in CDBG funds. The funds came from the following programs funded in Year 49:

Family Resources	\$1,878.16
City Housing Rehabilitation Staff & Supplies	\$39,291.74
CDBG Planning & Administration	\$57,330.78

According to the CAC's approved reprogramming process, only programs funded during the initial allocation cycle are eligible for reprogrammable funds. However, because the City has reached the HUD mandated Public Services cap for the current program year, Public Service programs are not eligible for reprogrammable funds.

Reprogramming Requests

Non-public service CDBG subrecipients with active Year 50 CDBG awards were notified of this one-time opportunity for funding and the following request was received:

Housing Rehabilitation/Revitalization Fund	\$98,500.68
--	-------------

CAC Recommendation

At the January 6, 2025 CAC meeting the committee considered the reprogramming request. The Committee determined that the requests received were eligible and voted unanimously to make the below recommendation:

Housing Rehabilitation/Revitalization Fund	\$98,500.68
--	-------------

Following Council action, the current year's Action Plan will be amended with notice published in *The Quad-City Times* and submission of the amendment to HUD.

Attachments:

None

City of Davenport

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

Action / Date
1/22/2025

Subject:

First Consideration: Ordinance amending Schedule II One-Way Streets of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing Cedar Street from 4th Street to 5th Street. [Ward 3]

Recommendation:

Adopt the Ordinance.

Background:

With the construction of the new Smart Middle School, converting Cedar Street between West 4th Street and West 5th Street from one-way to two-way traffic will improve traffic flow. The street is sufficiently wide enough to support two-way traffic while maintaining resident parking on the west side. Additionally, the Davenport Community School District will modify the traffic signal at the intersection of West 4th Street and Cedar Street to accommodate the new two-way traffic pattern.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE II ONE-WAY STREETS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY REMOVING CEDAR STREET FROM 4TH STREET TO 5TH STREET.

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

Section 1. That Schedule II One-Way Streets of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by removing the following:

Cedar Street from 4th Street to 5th Street

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/22/2025

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

Micky's Irish Pub Davenport (MIPQC, LLC) – 429 East 3rd Street – New License/Owners –
License Type: Class C Liquor (On-Premises)

Ward 5

Ace Spades (Guru Nanak Food Mart, Inc) – 405 East Locust Street – New License – License
Type: Class C Liquor (On-Premises)

Save More (Guru Kirpa, LLC) – 405 East Locust Street – New License/Owners – License Type:
Class E Liquor (Carry-Out)

B. Request for exemption:

Ward 5

Ace Spades (Guru Nanak Food Mart, Inc) – 405 East Locust Street – New License – License
Type: Class C Liquor (On-Premises) **Request for waiver to 5.10.105(B) 600-foot separation
from child care providers*

Recommendation:
Pass the Motion.

Background:
These applications have been reviewed by the Police, Fire, and Zoning Departments.

Attachments:
1. Ace Spades



THE CITY OF
DAVENPORT
IOWA | USA

Request for Waiver to 5.10.105(A) 600-foot Separation from Child Care Providers

Subsection 5.10.105(A) states that no retail alcohol license application "shall be approved if the property upon which such licensed or permitted activity will occur is located within 600 feet, including public rights-of-way, of a state-registered child development home, state-licensed child-care center, or public or private elementary or secondary school. However, an application within 600 feet, but not immediately abutting, a state-registered child development home or state-licensed child-care center may be approved if the City Council, upon a hearing, grants a waiver to this rule."

Name of Applicant: GURU NANAK Food Mart

Name of Business (DBA): ACE SPADES

Address of Business: 405 E Locust St Davenport, IA 52803

The undersigned, as owners of the above-named business, has determined that there is a state-registered child development home or state-licensed child-care center, within 600 feet of the address listed above and is requesting a waiver from the Davenport City Council.

In order for the City Council to consider a waiver, the applicant must demonstrate that:

- ① Written consent has been obtained from the affected child development home or care center; AND/OR
- 2) Sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the application, such as:
 - a. An arterial roadway as defined by section 17.04.010.15; or
 - b. At least 100 feet of natural buffering like woods, ravines, waters, or wetlands; or
 - c. Similar or greater visual, sound, and physical separation as set forth in "a" and "b" immediately above. Physical separation refers to the ease and options for pedestrian movement.

The applicant is also strongly encouraged to provide documentation of a public meeting that they organized and held with all parties affected within 600 feet of the business prior to submitting a waiver request.

Dated this 12 day of Aug, 2024.

[Signature]
Signature of Applicant

JASWINDER SINGH
Printed Name of Applicant

Affidavit to Guru Nanak Food Mart Inc

For Class C License

405 E Locust st Davenport, IA 52803

To whom may concern,

I Cornelia Mccall own the day care at 1926 iowa st Davenport Iowa 52803, I am signing this affidavit waiver to give permission for the liquor license App-200689 to Guru Nanak Food Mart Inc (405 E Locust st Davenport, IA 52803) to get there class C license.

Cornelia Mccall



City of Davenport

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

Action / Date
1/22/2025

Subject:

Resolution awarding a contract for engineering services for the Water Pollution Control Plant Bar Screen Replacement project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$523,900. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The project generally consists of replacing the 2-inch mechanical bar screen, rehabilitation of the bypass channel gates to provide functionality, rehabilitation or replacement of the existing access stairwell to the bar screen area, and various other building updates required due to current National Fire Protection Association (NFPA) or building code requirements.

This project is funded through WPCP Equipment Replacement Fund.

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 Water Pollution Control Plant Bar Screen Replacement project to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$523,900.

WHEREAS, rehabilitation or replacement of the existing access stairwell to the bar screen area and various other building updates are required due to current National Fire Protection Association (NFPA) or building code requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the Water Pollution Control Plant Bar Screen Replacement project is hereby awarded to HR Green, Inc of Cedar Rapids, Iowa in the amount of \$523,900.

Passed and approved this 29th day of January, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/22/2025

Subject:

Resolution awarding a contract for engineering services for the West Central Park Avenue (Fairmount Street to Lincoln Avenue) Reconstruction project to Shive Hattery, Inc of Bettendorf, Iowa in the amount of \$194,500, CIP #35064. [Wards 1, 2, & 4]

Recommendation:

Adopt the Resolution.

Background:

The project scope for the proposed West Central Park project involves the reconstruction of the existing four-lane concrete roadway from Fairmount Street to Lincoln Avenue, which is approximately 0.9 miles in length. Throughout the project corridor, the existing pavement is a combination of asphalt patches along with the original concrete surface. Much of this pavement is in poor condition based upon the latest Pavement Condition Index (PCI) testing.

Construction activities will consist of the removal of the concrete surface and sub-base. Once removed, drainable sub-base will be installed along with sub-drain tile for storm water improvement. Once the base has been established, 10 inches of PCC will be placed as the new surface. This will substantially improve the useful life of the roadway which serves, in its busiest locations, about 7,000 vehicles a day.

The design of the project will be 100% funded by the City of Davenport. The proposed construction of the project would be paid for in part (80%) by a Surface Transportation Block Grant (STBG) and in part (20%) by the City of Davenport.

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 West Central Park Avenue (Fairmount Street to Lincoln Avenue) Reconstruction project to Shive Hattery, Inc of Bettendorf, Iowa in the amount of \$194,500.

WHEREAS, the City has been awarded a Surface Transportation Block Grant (STBG) from the Iowa Department of Transportation (IDOT) for the construction of the West Central Park Avenue (Fairmount Street to Lincoln Avenue) Reconstruction project; and

WHEREAS, Shive Hattery, Inc of Bettendorf, Iowa is providing all survey, design, permitting and construction documents for the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the West Central Park Avenue (Fairmount Street to Lincoln Avenue) Reconstruction project is hereby awarded to Shive Hattery, Inc of Bettendorf, Iowa in the amount of \$194,500.

Passed and approved this 29th day of January, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/22/2025

Subject:

Resolution awarding a blanket contract for the purchase of asphalt oils for the 2025 construction season to Bituminous Materials & Supply of Des Moines, Iowa as the primary supplier in the amount of \$2.595 per gallon for emulsion oil and \$565 per ton for asphalt binder, and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa as the backup supplier in the amount of \$2.63 per gallon for emulsion oil and \$625 per ton for asphalt binder. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on December 19, 2024 and sent to vendors. On January 14, 2025, the Purchasing Division opened and read two (2) responsive and responsible bids.

This contract is awarding the purchase of asphalt oils for the 2025 construction season to Bituminous Materials & Supply of Des Moines, Iowa as the primary supplier for emulsion oil in the amount of \$2.595 per gallon and asphalt binder in the amount of \$565.60 per ton and Manatts, Inc – Eastern Iowa Division of Camanche, Iowa as backup supplier for emulsion oil in the amount of \$2.63 per gallon and for asphalt binder in the amount of \$625 per ton.

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

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a blanket contract for the purchase of asphalt oils for the 2025 construction season to Bituminous Materials & Supply of Des Moines, Iowa as the primary supplier in the amount of \$2.595 per gallon for emulsion oil and \$565 per ton for asphalt binder, and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa as the backup supplier in the amount of \$2.63 per gallon for emulsion oil and \$625 per ton for asphalt binder.

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

WHEREAS, Bituminous Materials & Supply of Des Moines, Iowa was the lowest responsive and responsible bidder, and Manatts, Inc – Eastern Iowa Division of Camanche, Iowa was the second lowest responsive and responsible bidder.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa that a blanket contract for the purchase of asphalt oils for the 2025 construction season is hereby awarded to Bituminous Materials & Supply of Des Moines, Iowa as the primary supplier in the amount of \$2.595 per gallon for emulsion oil and \$565 per ton for asphalt binder, and Manatts, Inc – Eastern Iowa Division of Camanche, Iowa as the backup supplier in the amount of \$2.63 per gallon for emulsion oil and \$625 per ton for asphalt binder.

Passed and approved this 29th day of January, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Asphalt Oils | 2025 Construction Season

BID NUMBER: 25-48

OPENING DATE: January 14, 2025

FUNDING: 54702031 520298 | Asphalt Plant

RECOMMENDATION: Award the contract to Bituminous Materials & Supply of Des Moines, Iowa as primary supplier and Manatts, Inc. – Eastern Iowa Division of Camanche, Iowa as back up supplier.

<u>VENDOR NAME</u>	<u>Location</u>
Bituminous Materials & Supply	Des Moines, IA
Manatts, Inc. – Eastern Iowa Division	Camanche, IA

Approved By

Purchasing

Date

Approved By

Dept Director

Date

Approved By

Engineer

Date

Approved

Date

City of Davenport

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

Action / Date
1/22/2025

Subject:

Resolution awarding a blanket contract for the purchase of hot mix asphalt for the 2025 construction season to RiverStone Group, Inc of Davenport, Iowa in the amount of \$59.75/\$62.75 per ton and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa in the amount of \$64.99 per ton, CIP #35063. [All Wards]

Recommendation:

Adopt the Resolution

Background:

An Invitation to Bid was issued on December 19, 2024, and sent to vendors. On January 14, 2025, the Purchasing Division opened and read four (4) responsive and responsible bids.

This contract is awarding the purchase of hot mix asphalt for the 2025 construction season to RiverStone Group, Inc of Davenport, Iowa in the amount of \$59.75/\$62.75 (depending on the plant it is delivered from) per ton and Manatts, Inc – Eastern Iowa Division of Camanche, Iowa in the amount of \$64.99 per ton.

Funding for this contract is from CIP #35063 | Neighborhood Internal Street.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a blanket contract for the purchase of hot mix asphalt for the 2025 construction season to RiverStone Group, Inc of Davenport, Iowa in the amount of \$59.75/\$62.75 per ton and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa in the amount of \$64.99 per ton, CIP #35063.

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

WHEREAS, RiverStone Group, Inc of Davenport, Iowa was the lowest responsive and responsible bidder and Manatts, Inc - Eastern Iowa Division of Camanche, Iowa was the second lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a blanket contract for the purchase of hot mix asphalt for the 2025 construction season is hereby awarded to RiverStone Group, Inc of Davenport, Iowa in the amount of \$59.75/\$62.75 per ton and Manatts, Inc – Eastern Iowa Division of Camanche, Iowa in the amount of \$64.99 per ton.

Passed and approved this 29th day of January, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Hot Mix Asphalt | 2025 Construction Season

BID NUMBER: 25-49

OPENING DATE: January 14, 2025

FUNDING: 70089675 530350 35066 |
FY 25 NEIGHBORHOOD INTERNAL PROGRAM

RECOMMENDATION: Award the contract to RiverStone Group, Inc. of Davenport,
Iowa and Manatts, Inc. – Eastern Iowa Division of Camanche, Iowa.

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

Approved

Approved

Approved

Approved

City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving the purchase of UV lamps for the Water Pollution Control Plant from Xylem Water Solutions USA, Inc of Charlotte, North Carolina in the amount of \$91,166. [Ward 1]

Recommendation:

Pass the Motion.

Background:

A sole source procurement justification for Xylem Water Solutions USA Inc is on file with the Purchasing Division for the purchase of UV disinfection parts and supplies.

UV lamps are utilized in the waste water disinfection process at the Water Pollution Control Plant. This purchase is for 192 UV lamps.

Funding for this purchase is from the WPCP operating budget.

Attachments:

None

City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving a ten-year lease agreement renewal between Izaak Walton League of America and the Davenport Municipal Airport. [Ward 8]

Recommendation:

Pass the Motion.

Background:

Izaak Walton League of America has leased land at the Davenport Municipal Airport since 1949, and wishes to continue doing so through a renewed lease agreement effective March 1, 2025 through February 28, 2035. They own and maintain one large building and four smaller service buildings on the five-acre tract. The annual rent for this lease is \$643.78 which represents a Fair Market Value for this agreement. This land lease renewal satisfies the requirements of the Federal Aviation Administration Regulations for Land Lease Agreements for Airports.

Attachments:

1. 2025-2035 Izaak Walton League of America Lease Agreement



DAVENPORT
PUBLIC WORKS
MUNICIPAL AIRPORT

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

IZAAK WALTON LEAGUE OF AMERICA

March 1, 2025 through February 28, 2035

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT
BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
IZAAK WALTON LEAGUE OF AMERICA
March 1, 2025 through February 28, 2035**

THIS LEAST AGREEMENT is made between the Davenport Municipal Airport, an entity of the City of Davenport, Iowa, whose address for the purpose of this Lease Agreement is 9230 Harrison Street, Davenport, IA 52806, hereinafter called the Lessor; and the Izaak Walton League of America, Davenport Chapter, whose address for the purpose of this Lease Agreement is 8402 North Harrison Street, Davenport, IA 52806, hereinafter called the Lessee, as follows:

WITNESSETH

1. **GRANT.** The Lessor, for the consideration of the terms, conditions, and covenants of this Lease Agreement to be performed by the Lessee, all of which the Lessee accepts, hereby leases to the Lessee, and the Lessee hereby takes from the Lessor, a segmented area of land totaling approximately 9,580 square feet owned by the Lessor for airport purposes located at 8402 North Harrison Street, Davenport, IA, 52806. The total segmented area of land shall consist of a building with the approximate square footage of 8,200 square feet, a building with the approximate square footage of 730 square feet, and a building with the approximate square footage of 650 square feet. The total segmented area of land is specifically described by Exhibit A and Exhibit B, which are attached, and by reference made a part of this Lease Agreement and which are hereinafter referred to as the "Premises".

The 3.26 acres of property surrounding the Premises located at 8402 North Harrison Street, Davenport, IA 52806 is specifically described by Exhibit C, which is attached, and by reference made a part of this Lease Agreement and which is hereinafter referred to as the "Adjacent Property". The Adjacent Property is not being leased to the Lessee under this Lease Agreement and shall remain in the possession of the Lessor.

The Lessee shall not be leased, and shall not take possession of any additional areas of land at the Davenport Municipal Airport under this Lease Agreement.

2. **TERM.** The term of this Lease Agreement shall be for a period of ten (10) years commencing on the first day of March 2025 and ending on the last day of February 2035.

3. **PAYMENT.** Lessee shall owe to the Lessor as payment for the use of the Premises, an annual cash payment of \$643.78, calculated at a Fair Market Value rate of \$0.0672 per square foot multiplied by the total square footage of the entire leased Premises.

The Lessee shall receive an annual rental compensation of \$382.69 from the Lessor as payment for lawn care and landscaping maintenance as described herein, of the Adjacent Property. The amount of the compensation shall be calculated at a rate of \$16.77 per acre, per month from April to October inclusive.

Lessee shall pay to the Lessor a total annual cash payment of \$261.09 payable, unless otherwise agreed, as follows: one lump sum payment on or before the last day of March of each year covered by this agreement for each twelve (12) month period beginning on March 1 and ending on February 28 of each year.

Payment shall be made to the Lessor at the address below or at such other place as the Lessor may direct in writing.

City of Davenport
Revenue Division
226 W. 4th Street
Davenport, IA 52807

4. **USAGE.** Lessee agrees to use the Premises only for the assembly of groups of persons for activities sponsored by the Lessee. All activities of the Lessee shall remain inside the Premises with the exception of vehicular parking. Any activity that the Lessee wishes to sponsor outside the Premises on Airport property shall receive prior approval from the Airport Manager. Prior approval shall be in verbal, written, or electronic form. Activities not sponsored by the Lessee shall be at the discretion of the Airport Manager.

The discharge of any firearm is strictly prohibited on the Premises or any part of Airport property.

5. **AIRSPACE USAGE.** There is reserved to the Lessor, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, or taking off from, or operating on or about the airport.

6. **BUILDINGS AND IMPROVEMENTS.** Buildings on the Premises and improvements made to the Premises by the Lessee shall belong to the Lessee until such time as the Lessee vacates the Premises. The buildings on the Premises and improvements made to the Premises will become the property of the Lessor, at no cost to the Lessor, at such time the Lessee vacates the Premises.

The Lessee shall not commence any demolition and/or construction project to the Premises that will add or subtract from the calculated square footage of the Premises. Construction and/or demolition of any part of the Premises that changes the square footage of the Premises shall terminate this Lease Agreement in its entirety.

Lessee shall receive permission in writing from the Lessor prior to the commencement of any improvement and/or repair project(s) on or to the Premises. All improvement and/or repair projects will have the proper building permits from the City of Davenport, Construction Code Enforcement Division, and be inspected periodically during, and at the completion of the project(s) in accordance with the City of Davenport Building Codes. Projects found in violation of the City of Davenport Building Codes, whether in progress or complete, will be subject to penalties under the City of Davenport Building Codes and/or Ordinances.

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

7. **PERIMETER FENCE.** Lessee shall coordinate with the Lessor, the maintenance of the existing chain-link fence along the north, west, and south perimeter of the Adjacent Property. No fence of any kind shall be erected along the east perimeter of the Adjacent Property. All perimeter fencing shall be of chain-link type measuring at least five (5) feet in height, with support posts spaced at least ten (10) feet apart and at every corner. All materials used for chain-link fence repairs shall be of a quality as determined by the Lessor. Repairs made to the chain-link fence by the Lessee shall be approved by Lessor prior to the commencement of work, and again at the completion of work. All required repairs not performed by the Lessee shall be reported to the Lessor in a timely manner. Removal of the fence or any portion of the fence, for reasons other than repairs and maintenance is strictly prohibited.

8. **LAWN CARE AND LANDSCAPING MAINTENANCE.** Lawn care and landscaping maintenance, including weed control and vegetation overgrowth control on the Adjacent Property shall be the responsibility of the Lessee, for a fee described herein. All vegetation along the chain-link perimeter fence will be maintained at four (4) inches or less in height along the area where the chain-link fence meets grade. Lawn care and maintenance, to include lawn mowing shall be performed in a timely manner but not in intervals of greater than fourteen (14) days between April 1 and October 31.

Lessee retains the right to provide, at its own expense, additional landscaping labor and materials to include, but not limit to, the planting of trees, shrubs, and flowers on the Adjacent Property. Additional landscaping materials may be provided by the City of Davenport, Forestry Department for use on the Adjacent Property, while supplies last. It shall be the responsibility of the Lessee to coordinate the requisition of, delivery of, and installation of any landscaping material requested from the City of Davenport, Forestry Department.

9. **MAINTENANCE AT NO COST TO THE LESSOR.** Lessee shall keep the Premises and the Adjacent Property neat, clean, and free of trash and debris at all times. All materials owned by the Lessee shall be stored inside the Premises. Any materials outside the Premises shall be removed and disposed of by the Lessor at the expense of the Lessee.

Vehicles of any kind or in any condition shall not be stored on the Premises or Adjacent Property for extended periods of greater than 48 hours. Vehicles remaining on the Premises or Adjacent Property greater than 48 hours will be towed at the vehicle owner's expense.

10. **MAINTENANCE AT NO COST TO THE LESSEE.** Lessee shall notify the Lessor, in a timely manner, of the need to trim or remove any tree located on the Adjacent Property, whether it is a danger to occupants or not. Lessee shall not be held liable for the cost associated with the trimming and/or removal of trees located on the Adjacent Property. Lessor and agents of the Lessor shall have access to the Adjacent Property at all times for the purpose of tree planting, inventory, trimming, and removal.

11. **EXPENSES INCURRED WITHOUT LESSOR'S CONSENT.** No expense shall be incurred for or on account of the Lessor without first obtaining the Lessor's written authorization. Lessee shall take no actions that might cause a lien of any kind to be imposed upon the Premises, the Adjacent Property, the Davenport Municipal Airport, or the City of Davenport.

12. **UTILITIES.** Lessee shall be responsible for making all arrangements for utility service to and on the Premises to include, but not limited to, gas, water, electricity, and trash removal. Lessee shall make prompt payments to the utility companies for services rendered.

13. **SIGNS AND SIGNAGE.** Lessee shall receive from the Lessor, prior permission to erect temporary event signage located on airport property. All signage erected by the Lessee will be of a professional quality and grade to present a professional image of the Airport to the community. Homemade or handmade signage created for and/or by the Lessee that does not present a professional appearance, or signage that has been erected without permission shall be removed without notification. All expenses associated with the temporary signage shall be the responsibility of the Lessee. Temporary signage will be immediately removed at the conclusion of the event or within 48 hours of signage installation, whichever is shorter. Signs and sign locations will be at the discretion of the Lessor and comply with City of Davenport Ordinances.

14. **NO AGENCY.** Lessee is not an agent of the Lessor.

15. **INDEMNIFICATION.** Lessee agrees to indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by Lessee's negligent use of or occupancy of the leased Premises and/or Adjacent Property. Lessee agrees to indemnify Lessor and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by the negligence of any Lessee's employees, officers, agents, guests or invitees. The Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees. The Lessor shall give to Lessee prompt and timely notice of any claim made or

suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest, and Lessee shall do the same regarding prompt and timely notice.

Lessee shall take full responsibility, and hold Lessor harmless against any and all liability for injuries to persons or damage to property caused by the use of, either negligent or not, any and all outdoor equipment, fixtures, and/or facilities owned by the Lessee, located on the Adjacent Property.

To the extent permitted by law, Lessee hereby releases Lessor, its elected and appointed officials, its agents, employees, volunteers, and others working on behalf of the Lessor, from and against any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Lessee liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this Lease Agreement. Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Lessee to recover thereunder.

16. **INSURANCE.** Lessee agrees to maintain with a reputable insurance company, on a form acceptable to the Lessor, comprehensive general liability insurance, including products liability in the following amounts:

Property damage	\$250,000	Liquor Liability	\$1,000,000
General Liability	\$1,000,000	Work Comp	as required by Iowa Statute

Lessee shall furnish the Lessor with a current Certificate of Insurance for all policies, showing the insurance to be in full force and effect. Lessee's insurance shall be the primary insurance and name the Davenport Municipal Airport and/or the City of Davenport, Iowa, as additional insured's. The following address shall be given to the Lessee's insurer:

City of Davenport
Davenport Municipal Airport
1200 E 46th Street
Davenport, IA 52807

Lessor shall be given 10 days written notice of cancellation of insurance coverage. A certificate of insurance verifying the above conditions shall be provided to the Lessor on the renewal of the Lessee insurance policy and at other times as necessary.

17. **ASSIGNMENT AND SUBLETTING.** Lessee shall not at any time assign or sublet its requirements under this Lease Agreement or any part thereof without the written consent of Lessor. No such assignment or subletting shall release Lessee from its obligations to pay any and all of the rentals and charges set forth in this Lease Agreement. No such assignment or subletting shall release Lessee from its liability requirements set forth in this Lease Agreement.

18. **CLAIMS.** Lessee hereby expressly waives any and all claims against the Lessor and the City of Davenport, Iowa, for compensation for any and all loss or damage to Lessee's personal property stored on the Premises sustained by reason of weather, theft, civil commotion, riot, or similar cause.

19. **STATUTES, ORDINANCES, LICENSES, RULES and REGULATIONS.** Lessee shall obtain, at its expense, all necessary licenses and permits. Lessee shall comply with all federal, state and local laws and ordinances. Further, Lessee shall comply with all the terms and conditions of any bonds used to acquire any airport property and with all rules and regulations promulgated by Lessor.

Lessee shall at all times comply with all applicable federal, state and local environmental laws and regulations with regard to the Davenport Municipal Airport.

Lessee shall indemnify, defend, and hold Lessor harmless against and with respect to any and all damages, claims, losses, liabilities, fines, penalties, and expenses of any kind, including without limitation, reasonable legal and consulting expenses (including attorney and expert fees and the costs of litigation before any court or agency), incurred by Lessor or which are asserted against or imposed upon Lessor by any other party (including without limit any governmental entity) to the extent the event or environmental condition was caused or contributed to by Lessee's activities on or use of the airport Premises.

20. **RIGHT TO IMPROVE.** Lessor reserves the right to improve and maintain the airport together with the right to direct and control all activities of the Lessee to accomplish the improvement and maintenance.

Lessor reserves the right to further develop the airport and/or improve the landing area and all publically owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Lessee, without hindrance. Lessor also reserves the right to take possession of the Premises for any other development use desired by the Lessor upon six (6) month notice to the Lessee.

21. **CANCELLATION BY LESSOR.** This Lease Agreement shall be subject to cancellation by the Lessor, as hereinafter provided in the event Lessee shall:

- a. Be delinquent in the payment of the whole or any part of the rent agreed upon for a period of thirty (30) days after the time such payment becomes due.
- b. Files a voluntary petition of bankruptcy.
- c. Makes a general assignment for the benefit of creditors.
- d. Abandons the Premises for any two (2) consecutive months.
- e. Is in default in the performance of any of the covenants and conditions, except rental payment, required herein to be kept and performed, and such default continues for a period of thirty (30) days after receipt of written notice of said default from the Lessor. No notice shall be required for nonpayment of rent. Notice shall be effective five (5) days after mailing by registered mail to the Lessee at the address contained in this Lease Agreement.

It is agreed that the discharge of firearms by the Lessee, the Lessees agents, guests, and/or invitees on the Premises or Adjacent Property is strictly prohibited. The discharge of firearms on the Promises or the Adjacent Property shall be grounds for immediate termination of this Lease Agreement. Lessee shall be notified of the termination of this Lease Agreement in writing and shall vacate the Premises within thirty (30) days of the occurrence regardless of the date of the Lease Agreement termination letter.

In any of the aforesaid events, the Lessor may cancel this Lease Agreement by giving notice in writing thereof to the Lessee, and the Lessor may thereupon take immediate possession of the Premises and remove Lessee's effects without being deemed guilty of trespass. Upon said entry, this Lease Agreement shall terminate. Any rental due hereunder shall be payable to said date of termination.

22. **NONDISCRIMINATION.** The Lessee shall not, on the grounds of race, creed, color, religion, national origin, sex, or handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulation may be amended.

23. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future Lease Agreement between Lessor and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. This Lease Agreement shall be subordinate to all provisions of any existing or future regulations of the Federal Aviation Administration and/or the State of Iowa.

24. **BINDING ON SUCCESSORS.** This Lease Agreement shall be binding upon the parties hereto, their agents, heirs, and personal representatives.

25. **ADDRESS.** Lessee's mailing address shall be:

Izaak Walton League of America
Davenport Chapter
8402 North Harrison Street
Davenport, IA 52806

26. **APPROVAL.** This Lease Agreement shall supersede all previous leases with the Lessee and is subject to the approval of the Federal Aviation Administration.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate
on this _____ day of _____, 2020.

Izaak Walton League of America
Davenport Chapter

By: _____

Title: _____

Street: _____

City, State, Zip: _____

Davenport Municipal Airport

By: _____

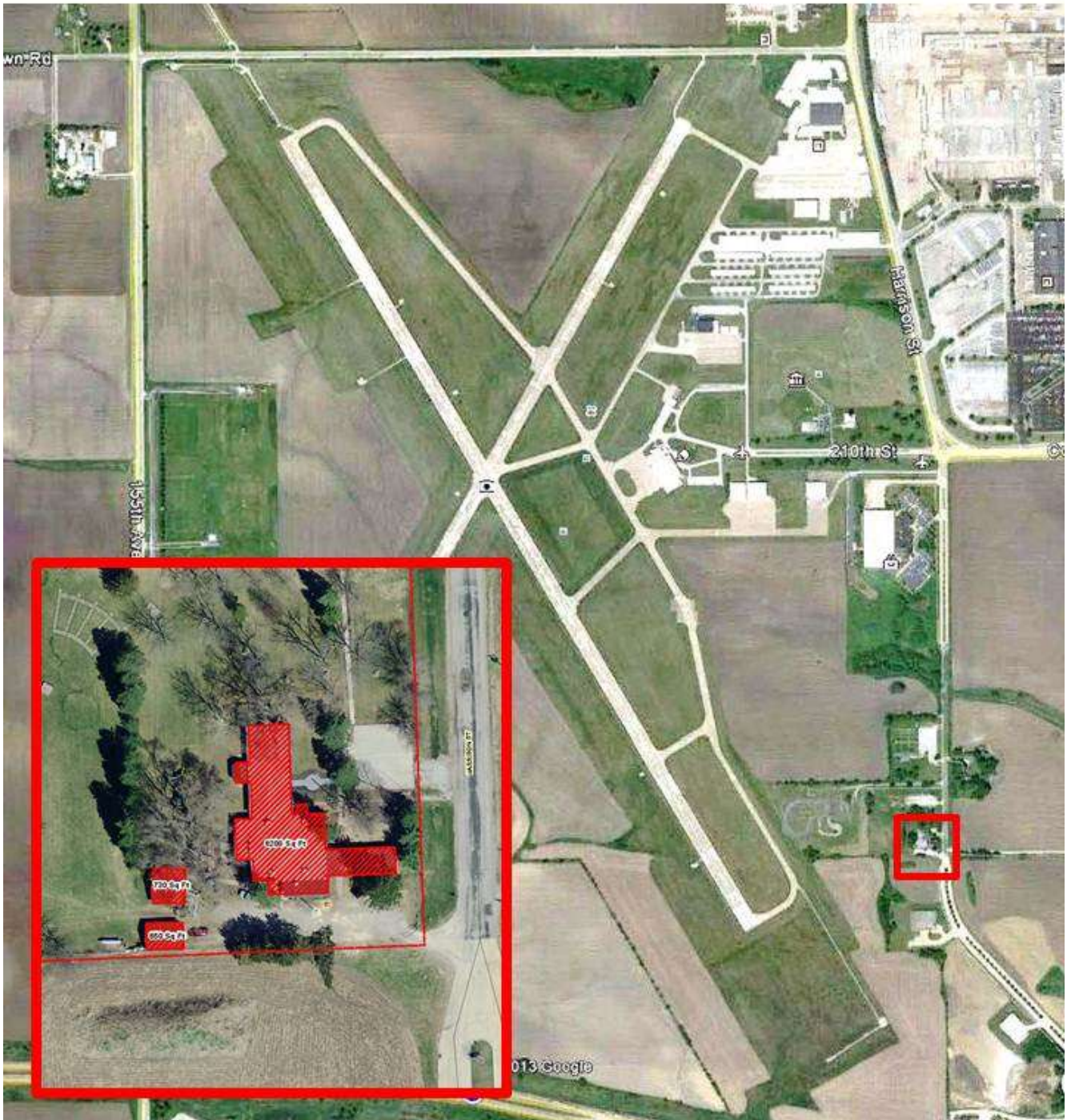
Airport Manager
1200 E. 46th Street
Davenport, IA 52807

City of Davenport, Iowa

By: _____

Mayor
226 W. 4th Street
Davenport, IA 52801

Davenport Municipal Airport
Izaak Walton League
Exhibit A



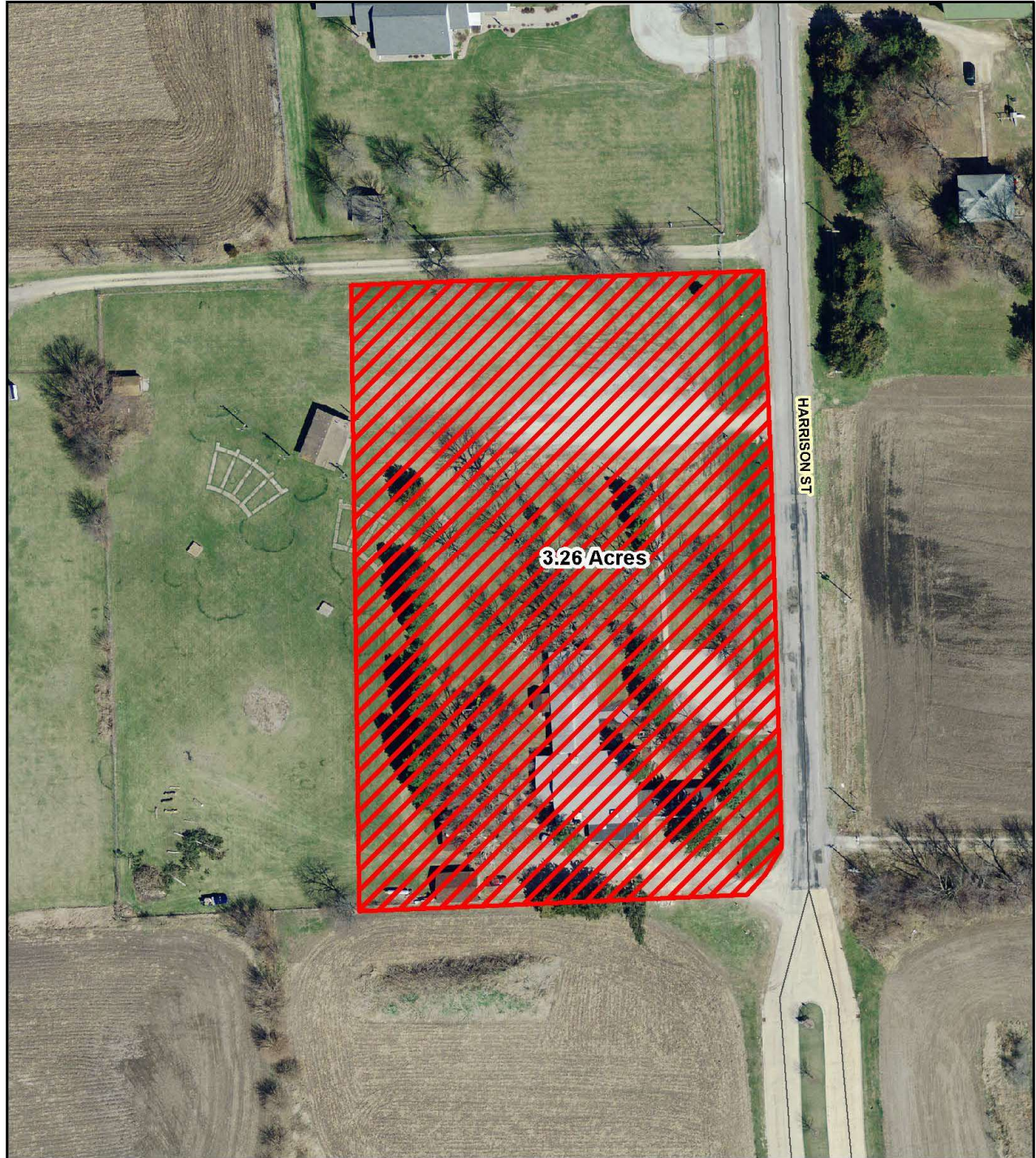
Davenport Municipal Airport Izaak Walton League Exhibit B



0 12.5 25 50 75
Feet

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

Davenport Municipal Airport Izaak Walton League Exhibit C



0 25 50 75
Feet

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

City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving a ten-year interdepartmental land lease agreement between the Davenport Police Department and the Davenport Municipal Airport for the continued use of the Police Weapons Training Facility. [Ward 8]

Recommendation:

Approve the Motion

Background:

The airport is renewing its land lease agreement with the Davenport Police Department for the 3.0 acres of property leased on the Airport for 10 years beginning on July 1, 2025 and ending on June 30, 2035. This lease property is used for the Police Weapons Training Facility.

This land lease renewal is a continuation of the current lease agreement which expires on June 30, 2025. This Police Department renewal is valued at \$1,000.00 per fiscal year. These funds are used in part, for airport operations and are included as an integral part of the Airports Annual Operating Budget. This lease renewal maintains the land lease rate consistent with current levels.

This lease agreement allows the Police Department to use the three acres of land for official training purposes for area law enforcement personnel with the exception of the discharge of any firearm as defined in 26 USC 5845(a)(b)(c)(d)(e)(g).

The Airport is required to follow all Federal Aviation Administration rules and regulations pertaining to the leasing of land at federally funded airports. This lease agreement between the Airport and the Davenport Police Department complies with 49 USC 47101(a)(13) Policies, and the FAA Compliance Manual 5190.6b. This land lease renewal also satisfies the requirements of the Federal Aviation Administration Regulations for Land Lease Agreements for Airports.

Attachments:

1. 2025-2035 Police Training Facility Lease Agreement



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

DAVENPORT POLICE DEPARTMENT

July 1, 2025 through June 30, 2035

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT
BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT POLICE DEPARTMENT
July 1, 2025 through June 30, 2035**

Between the Davenport Municipal Airport and City of Davenport, Iowa, Davenport Police
Department

WHEREAS, the City of Davenport, Iowa, hereinafter called the City, owns the Davenport Municipal Airport; and,

WHEREAS, the Davenport Municipal Airport, hereinafter called the Airport, possesses the authority to administer all operations, policies, and procedures of the airport on behalf of the City in accordance with Federal Aviation Administration (FAA) policies and procedures; and,

WHEREAS, the Davenport Police Department, hereinafter known as the Police, leases and operates a Firearms Weapons Training Facility located at 8440 N. Harrison Street, Davenport Municipal Airport, Davenport, Iowa; and,

WHEREAS, the Police have constructed, operate, and maintain a Firearms Weapons Training Facility that is located on land owned and operated by the Airport; and,

WHEREAS, the City's, Police, and Airport's interests in the three (3) acre parcel owned in fee were acquired with an FAA grant, for the benefit of the Airport; and

WHEREAS, the Police Department agrees not to discharge any firearm as described in 26 USC 5845(a)(b)(c)(d)(e) and/or (g) on or around the three (3) acres of land without first upgrading the existing firing range to include 4 cinder block walls and a completely enclosed roof; and

WHEREAS, the City and the Police, by the construction of, the operating of, and the maintaining of the Firearms Weapons Training Facility, agree to comply with 49 USC § 47101 – Policies, 49 USC § 47107 - Project Grant Application Approval Conditioned On Assurances About Airport Operations, 49 USC Chapter 471 – Airport Development, and FAA Compliance Manual 5190.6b; and,

WHEREAS, the FAA must approve all changes in the use of this three (3) acre parcel;

NOW THEREFORE, the City, the Police, and the Airport agree as follows:

1. **GRANT.** The Police shall have use, subject to the conditions of this lease, of three (3) acres of land on the Davenport Municipal Airport, as shown on Exhibit "A" (hereinafter referred to as the "Premises") which is attached hereto and made a part of this lease.

2. **TERM.** The term of this agreement shall be from July 1, 2025 to June 30, 2035. This agreement shall immediately terminate upon the execution of a subsequent agreement or at the end of this contracted term, whichever occurs first.

3. **COMPENSATION.** The Police shall pay to the Airport \$1000.00 each year for the period of July 1, 2025 through June 30, 2035 for the use of the Premises. Each payment shall be due on June 30th of each year of this lease term.

4. **USE.** The Police shall use the premises as a police weapons training facility which shall allow for classroom instruction, outdoors training, classroom firearm training, and a parking lot all protected by an eight (8) foot high chain link fence. The Police shall not allow the discharge of any firearm as defined under 26 USC § 5845(a)(b)(c)(d)(e)(g) on or around the premises until the Police have modified the existing infrastructure to comply with FAA requirements.

5. **AIRPORT AND AIRSPACE USAGE.** The Airport, for the use and benefit of the public, shall take any action necessary to protect a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, or taking off from, or operating on or about the airport.

The Airport reserves the right to take any action necessary to protect the aerial approaches and aerial flight paths of the Airport against obstruction, and the right to prevent the Police from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Airport or the FAA, would limit the usefulness of the Airport or constitute a hazard to aircraft. The Airport shall have the right to inspect any part of the premises at any time. The Police facilities shall not exceed heights allowed by the FAA.

The Airport reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the City of Davenport or the Davenport Police Department, without interference or hindrance.

Lessee shall receive permission in writing from the Lessor prior to the commencement of any improvement project(s) on or to the Premises.

6. **TERMINATION.** Upon termination of this agreement, all buildings and structures located on the Premises shall be removed at no cost to the Airport. The Police will take every measure not to allow any hazardous materials contamination that may or may not be present to infiltrate airport property whether above or below ground.

Upon termination of this agreement, the Police shall remove the earthwork berm located north of the weapons firing area at no expense to the Airport. The Police will take every measure not to

allow any lead contamination that may or may not be contained in the earthwork berm to infiltrate the airport property whether above or below ground.

Upon termination of this agreement, the Police shall coordinate with the Iowa Department of Natural Resources for a final inspection to confirm that levels of hazardous contamination have been removed or otherwise mitigated in accordance with Iowa Department of Natural Resources criteria.

7. **AIRPORT'S RIGHT OF MAINTENANCE.** The Airport reserves the right (but shall not be obligated to the Police) to maintain and keep in repair the landing area of the airport and all publically owned facilities of the airport together with the right to direct and control all activities of the Police in this regard.

8. **AIRPORT'S RIGHT TO IMPROVE.** The Airport reserves the right to further develop or improve the landing area and all publically owned air navigation facilities of the airport as it sees fit regardless of the desires or views of the Police and without interference or hindrance.

9. **INDEMNIFICATION.** The Police agrees to indemnify the Airport and hold the Airport harmless against any and all liability for injuries to persons or damage to property caused by Police's negligent use of or occupancy of the airport or caused by the negligence of any Police's employees, officers, agents, guests or invitees; provided, however, that Police shall not be liable for any injury, damage, or loss occasioned by the negligence of Airport or its agents or employees and provided further that Airport shall give to the Police prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect the Police, and the Police shall have the right to compromise and defend the suit to the extent of its own interest, and the Police shall do the same regarding prompt and timely notice.

To the extent permitted by law, the Police hereby releases the Airport, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Airport, from and against any and all liability or responsibility to the Police or anyone claiming through or under the Police by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Police liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this agreement. The Police's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Police to recover thereunder.

10. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future Lease Agreement(s) between Airport and the United States and/or the State of Iowa relative to the operation, maintenance, or improvement of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. The Airport is free to negotiate and enter into such agreements without hindrance from the City of Davenport or the Davenport Police Department.

11. **SUBLETTING.** The City and/or Police shall not assign or sublease any portion of the premises without the written consent of the Airport and the concurrence of the FAA.

12. **APPROVAL.** This Lease Agreement shall supersede all previous leases with the Airport and is subject to the approval of the Federal Aviation Administration.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate on this _____ day of _____, 2025.

Davenport Police Department

By: _____

Title: _____
416 N. Harrison Street
Davenport, IA 50801

Davenport Municipal Airport

By: _____

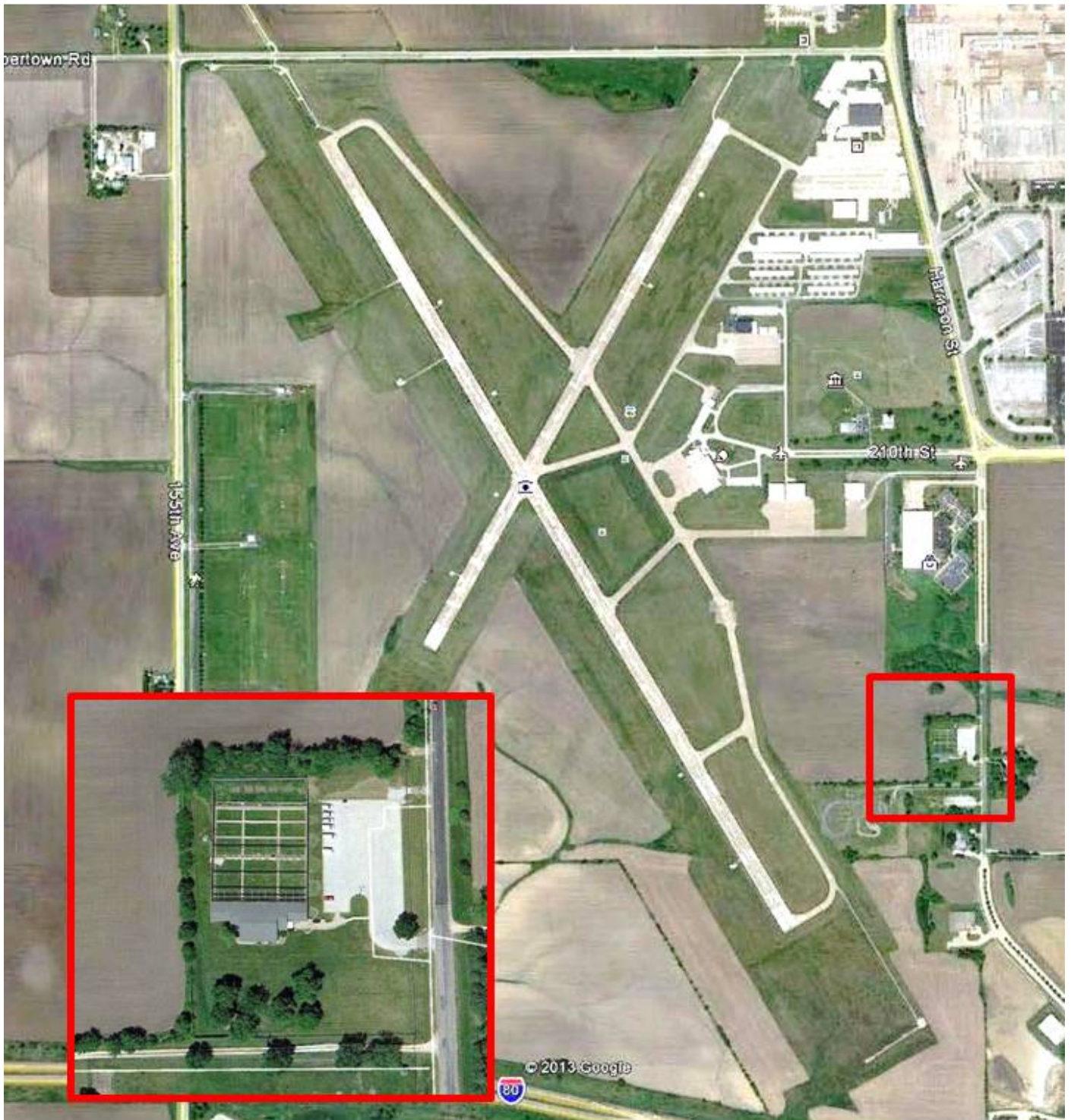
Airport Manager
1200 E 46th Street
Davenport, IA 52807

City of Davenport

By: _____
Mayor
226 W. 4th Street
Davenport, IA 52804

DAVENPORT MUNICIPAL AIRPORT PROPERTY LEASE AGREEMENT

BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT POLICE DEPARTMENT
EXHIBIT A





DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

DAVENPORT POLICE DEPARTMENT

July 1, 2025 through June 30, 2035

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT
BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT POLICE DEPARTMENT
July 1, 2025 through June 30, 2035**

Between the Davenport Municipal Airport and City of Davenport, Iowa, Davenport Police
Department

WHEREAS, the City of Davenport, Iowa, hereinafter called the City, owns the Davenport Municipal Airport; and,

WHEREAS, the Davenport Municipal Airport, hereinafter called the Airport, possesses the authority to administer all operations, policies, and procedures of the airport on behalf of the City in accordance with Federal Aviation Administration (FAA) policies and procedures; and,

WHEREAS, the Davenport Police Department, hereinafter known as the Police, leases and operates a Firearms Weapons Training Facility located at 8440 N. Harrison Street, Davenport Municipal Airport, Davenport, Iowa; and,

WHEREAS, the Police have constructed, operate, and maintain a Firearms Weapons Training Facility that is located on land owned and operated by the Airport; and,

WHEREAS, the City's, Police, and Airport's interests in the three (3) acre parcel owned in fee were acquired with an FAA grant, for the benefit of the Airport; and

WHEREAS, the Police Department agrees not to discharge any firearm as described in 26 USC 5845(a)(b)(c)(d)(e) and/or (g) on or around the three (3) acres of land without first upgrading the existing firing range to include 4 cinder block walls and a completely enclosed roof; and

WHEREAS, the City and the Police, by the construction of, the operating of, and the maintaining of the Firearms Weapons Training Facility, agree to comply with 49 USC § 47101 – Policies, 49 USC § 47107 - Project Grant Application Approval Conditioned On Assurances About Airport Operations, 49 USC Chapter 471 – Airport Development, and FAA Compliance Manual 5190.6b; and,

WHEREAS, the FAA must approve all changes in the use of this three (3) acre parcel;

NOW THEREFORE, the City, the Police, and the Airport agree as follows:

1. **GRANT.** The Police shall have use, subject to the conditions of this lease, of three (3) acres of land on the Davenport Municipal Airport, as shown on Exhibit "A" (hereinafter referred to as the "Premises") which is attached hereto and made a part of this lease.

2. **TERM.** The term of this agreement shall be from July 1, 2025 to June 30, 2035. This agreement shall immediately terminate upon the execution of a subsequent agreement or at the end of this contracted term, whichever occurs first.

3. **COMPENSATION.** The Police shall pay to the Airport \$1000.00 each year for the period of July 1, 2025 through June 30, 2035 for the use of the Premises. Each payment shall be due on June 30th of each year of this lease term.

4. **USE.** The Police shall use the premises as a police weapons training facility which shall allow for classroom instruction, outdoors training, classroom firearm training, and a parking lot all protected by an eight (8) foot high chain link fence. The Police shall not allow the discharge of any firearm as defined under 26 USC § 5845(a)(b)(c)(d)(e)(g) on or around the premises until the Police have modified the existing infrastructure to comply with FAA requirements.

5. **AIRPORT AND AIRSPACE USAGE.** The Airport, for the use and benefit of the public, shall take any action necessary to protect a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, or taking off from, or operating on or about the airport.

The Airport reserves the right to take any action necessary to protect the aerial approaches and aerial flight paths of the Airport against obstruction, and the right to prevent the Police from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Airport or the FAA, would limit the usefulness of the Airport or constitute a hazard to aircraft. The Airport shall have the right to inspect any part of the premises at any time. The Police facilities shall not exceed heights allowed by the FAA.

The Airport reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the City of Davenport or the Davenport Police Department, without interference or hindrance.

Lessee shall receive permission in writing from the Lessor prior to the commencement of any improvement project(s) on or to the Premises.

6. **TERMINATION.** Upon termination of this agreement, all buildings and structures located on the Premises shall be removed at no cost to the Airport. The Police will take every measure not to allow any hazardous materials contamination that may or may not be present to infiltrate airport property whether above or below ground.

Upon termination of this agreement, the Police shall remove the earthwork berm located north of the weapons firing area at no expense to the Airport. The Police will take every measure not to

allow any lead contamination that may or may not be contained in the earthwork berm to infiltrate the airport property whether above or below ground.

Upon termination of this agreement, the Police shall coordinate with the Iowa Department of Natural Resources for a final inspection to confirm that levels of hazardous contamination have been removed or otherwise mitigated in accordance with Iowa Department of Natural Resources criteria.

7. **AIRPORT'S RIGHT OF MAINTENANCE.** The Airport reserves the right (but shall not be obligated to the Police) to maintain and keep in repair the landing area of the airport and all publically owned facilities of the airport together with the right to direct and control all activities of the Police in this regard.

8. **AIRPORT'S RIGHT TO IMPROVE.** The Airport reserves the right to further develop or improve the landing area and all publically owned air navigation facilities of the airport as it sees fit regardless of the desires or views of the Police and without interference or hindrance.

9. **INDEMNIFICATION.** The Police agrees to indemnify the Airport and hold the Airport harmless against any and all liability for injuries to persons or damage to property caused by Police's negligent use of or occupancy of the airport or caused by the negligence of any Police's employees, officers, agents, guests or invitees; provided, however, that Police shall not be liable for any injury, damage, or loss occasioned by the negligence of Airport or its agents or employees and provided further that Airport shall give to the Police prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect the Police, and the Police shall have the right to compromise and defend the suit to the extent of its own interest, and the Police shall do the same regarding prompt and timely notice.

To the extent permitted by law, the Police hereby releases the Airport, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Airport, from and against any and all liability or responsibility to the Police or anyone claiming through or under the Police by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Police liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this agreement. The Police's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Police to recover thereunder.

10. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future Lease Agreement(s) between Airport and the United States and/or the State of Iowa relative to the operation, maintenance, or improvement of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. The Airport is free to negotiate and enter into such agreements without hindrance from the City of Davenport or the Davenport Police Department.

11. **SUBLETTING.** The City and/or Police shall not assign or sublease any portion of the premises without the written consent of the Airport and the concurrence of the FAA.

12. **APPROVAL.** This Lease Agreement shall supersede all previous leases with the Airport and is subject to the approval of the Federal Aviation Administration.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate on this _____ day of _____, 2025.

Davenport Police Department

By: _____

Title: _____
416 N. Harrison Street
Davenport, IA 50801

Davenport Municipal Airport

By: _____

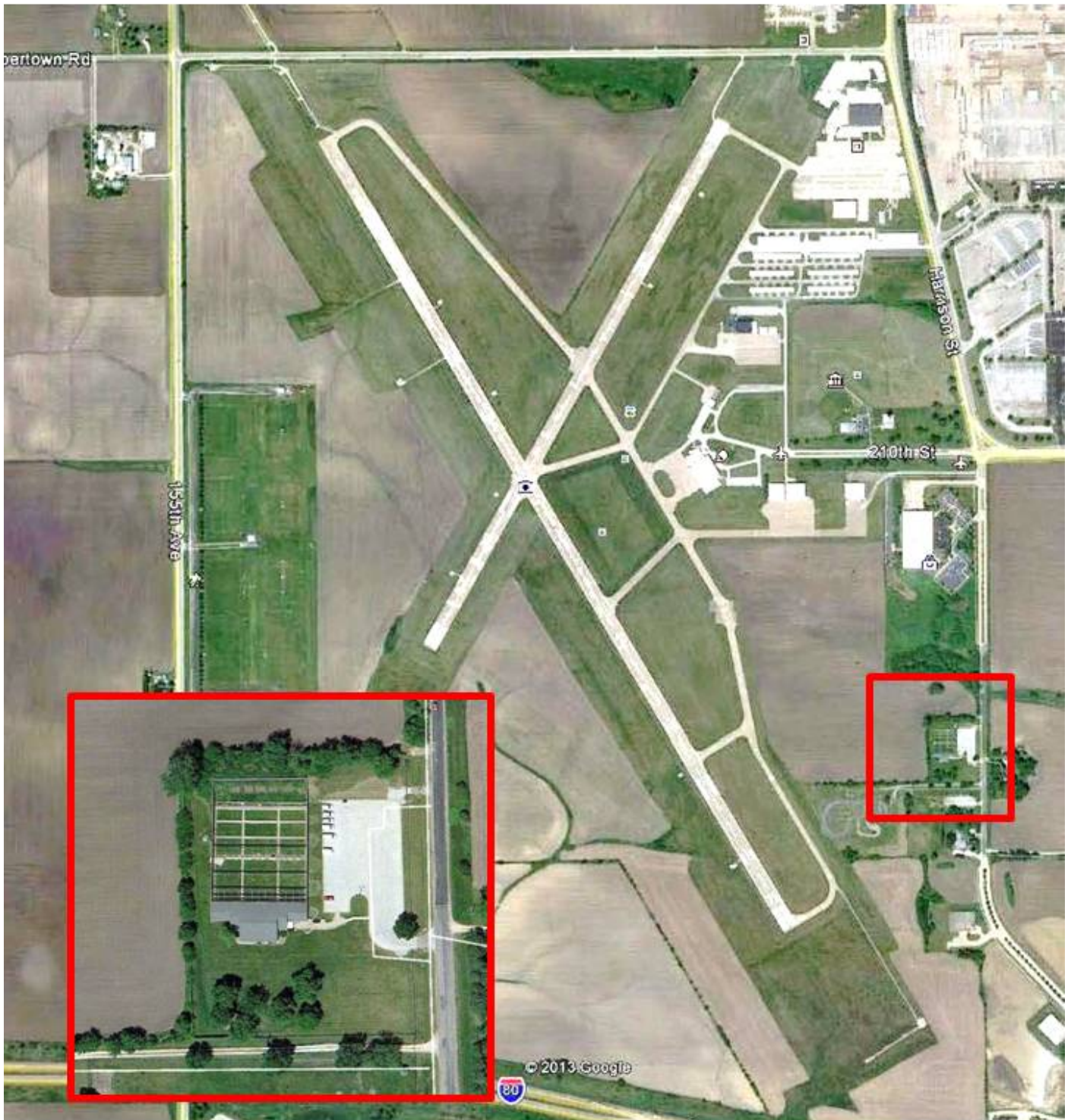
Airport Manager
1200 E 46th Street
Davenport, IA 52807

City of Davenport

By: _____
Mayor
226 W. 4th Street
Davenport, IA 52804

DAVENPORT MUNICIPAL AIRPORT PROPERTY LEASE AGREEMENT

BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT POLICE DEPARTMENT
EXHIBIT A



City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving a ten-year interdepartmental land lease agreement between the Davenport Community and Economic Development (CED) Department and the Davenport Municipal Airport for the continued use of the land in which the railroad extension spur crosses Airport property. [Ward 8]

Recommendation:

Pass the Motion.

Background:

The airport is renewing its land lease agreement with the Davenport Community and Economic Development for the 0.74 acres of property leased on the airport for 10 years beginning on July 1, 2025 and ending on June 30, 2035. This lease property is used for the railroad extension spur which supports the Davenport Transload Facility as well as the Sterilite manufacturing plant.

This land lease renewal is a continuation of the current lease agreement which expires on June 30, 2025. This CED renewal is valued at \$1,024.64 per fiscal year. These funds are used in part for airport operations and are included as an integral part of the Airport's annual operating budget. This lease renewal maintains the land lease rate consistent with current levels. This land lease renewal satisfies the requirements of the Federal Aviation Administration Regulations for Land Lease Agreements for Airports.

Attachments:

1. 2025-2035 Railroad Extension Lease Agreement



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

DAVENPORT MUNICIPAL AIRPORT

**PROPERTY LEASE AGREEMENT
(RAILROAD SPUR EXTENSION)**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

**DAVENPORT COMMUNITY AND ECONOMIC
DEVELOPMENT (C&ED)**

July 1, 2025 through June 30, 2035

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT
(RAILROAD SPUR EXTENSION)
BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT COMMUNITY AND ECONOMIC DEVELOPMENT (C&ED)
July 1, 2025 through June 30, 2035**

Between the Davenport Municipal Airport and City of Davenport, Iowa

WHEREAS, the City of Davenport, Iowa, hereinafter called the City, owns the Davenport Municipal Airport; and,

WHEREAS, the Davenport Municipal Airport, hereinafter called the Airport, possesses the authority to administer all operations, policies, and procedures of the airport on behalf of the City in accordance with Federal Aviation Administration (FAA) policies and procedures; and,

WHEREAS, the City installed, owns, and allows others to operate on a railroad extension that crosses land owned by the Airport and partially funded by the FAA, and also crosses land owned by others but encumbered by the Airport's aviation easements; and

WHEREAS, the City's and Airport's interests in the one parcel owned in fee and the two areas with aviation easements were acquired with an FAA grant, for the benefit of the Airport; and

WHEREAS, the City, by the construction of, the operating of, and the maintaining of said railroad spur extension, agrees to comply with 49 USC § 47101 – Policies, 49 USC § 47107 - Project Grant Application Approval Conditioned On Assurances About Airport Operations, 49 USC Chapter 471 – Airport Development, and FAA Compliance Manual 5190.6b; and,

WHEREAS, the FAA must approve all changes in the use of these three parcels;

NOW THEREFORE, the City and the Airport agree as follows:

1. **GRANT.** The City shall have use, subject to the conditions of this lease, of 0.74 acres of land owned or controlled by the Davenport Municipal Airport, as shown on Exhibit "A" (hereinafter referred to as the "Premises") which is attached hereto and made a part of this lease.
2. **TERM.** The term of this agreement shall be from July 1, 2025 to June 30, 2035. This agreement shall immediately terminate upon the execution of a subsequent agreement or at the end of this contracted term, whichever occurs first.
3. **COMPENSATION.** The City shall pay to the Airport \$1024.64 each year for the period July 1, 2025 through June 30, 2035. Each payment shall be due on June 30th of each year of this lease term.

4. **AREA OWNED IN FEE FOR THE AIRPORT.** The City will be allowed to use 0.59 acres for railroad extension purposes only and 0.15 acres for drainage purposes only. These two areas total 0.74 acres, hereafter known as the parcel, which is identified on Exhibit A, attached to and hereby made a part of this agreement, for a term beginning July 1, 2019, and extending for as long as the railroad extension shall be maintained and remain in operation.

Trains, including items being hauled, and any equipment for maintaining the tracks or the parcel shall not exceed a height of twenty three (23) feet above the tracks.

The City shall maintain the parcel and all improvements on the parcel. The City shall remove all trees that begin growing on the parcel. The City shall clean all drainage channels on the parcel to prevent ponding of water on the parcel or on adjacent land.

The City agrees that except for the passage of trains and repair equipment on the railroad extension, there shall remain for aeronautical use, a right-of-way for the free and unobstructed passage of all aircraft (aircraft being defined for the purpose of this instrument as meaning conveyances now known and hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and/or operated in all air space above the natural ground level of the parcel, together with the right to cause in all air space above the natural ground level of the parcel such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing or taking off from or operating at or on the Airport. The City does hereby fully waive and release any right, claim, or cause of action whatsoever which they may have or which they may have in the future against the Airport, its successors and assigns due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations of aircraft landing at or taking off from or operating at or on the Airport.

The City, for themselves, their heirs, successors, and assigns, do hereby covenant and agree that they will not erect, maintain, or allow any buildings, structures, or objects other than ground level railroad tracks and railroad related items less than ten (10) feet high such as signs, fence and control equipment cabinets to remain or be placed on the parcel. This shall also include street crossing gates, lights and signs. Also, no railroad locomotives, railroad engines, cars or equipment shall be parked for any amount of time on the parcel.

The City, for themselves, their heirs, successors, and assigns, hereby further covenant and agree that they will not use or suffer the use of the parcel by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.

The City, for themselves, their heirs, successors, and assigns, hereby further covenant and agree that they will not use or permit or suffer the use of the parcel in such a manner as to interfere with the reasonable use of the Airport for airport purposes. Specifically, City will not use or permit or suffer the use of the parcel in such a manner as to create electrical interference with aircraft, radio, or navigational communication, lighting interference resulting in glare or impaired visibility, or smoke, fume or vapor interference resulting in impaired visibility.

The City, for themselves, their heirs, successors and assigns, hereby further covenant and agree that they will give the Airport the continuing right to enter upon the parcel for the purpose of preventing the construction or erection of any buildings, structures or facilities and removing any trees or other objects, other than those herein expressly allowed, which are not removed within ten (10) days of the date of delivery of written notice to the City.

The City will construct and maintain one entrance from Buttermilk Road to the Airport's remaining

property on the north side of the parcel prior to the completion of the construction of the railroad extension.

At the end of the term, the City shall remove the ballast, ties, steel rails and steel spikes from the parcel at no expense to the Airport.

5. **TWO AREAS HAVING AVIGATION EASEMENTS FOR THE AIRPORT.** The City and Airport will amend two (2) avigation easements to allow a railroad extension on two (2) areas of approximately 0.1 acres and 0.6 acres identified on Exhibit B, attached to and hereby made a part of this agreement for a term beginning July 1, 2010 and extending for as long as the railroad extension shall be maintained and remain in operation. Trains, including items being hauled, and any equipment for maintaining the tracks or the parcels shall not exceed a height twenty three (23) feet above the tracks. Also, no railroad locomotives, railroad engines, cars or equipment shall be parked for any amount of time on the two (2) avigation easement areas. All other conditions of the avigation easements shall remain in effect.

6. **FUTURE RELOCATION COSTS.** The City shall pay for any costs due to the increased runway approach light siting requirements caused by the railroad extension above what would be required to relocate the existing runway approach light system for any runway extension without the rail extension in place.

7. **AIRPORT AND AIRSPACE USAGE.** The Airport, for the use and benefit of the public, shall take any action necessary to protect a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, or taking off from, or operating on or about the airport.

The Airport reserves the right to take any action necessary to protect the aerial approaches and aerial flight paths of the Airport against obstruction, and the right to prevent the City from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Airport or the FAA, would limit the usefulness of the Airport or constitute a hazard to aircraft. The Airport shall have the right to inspect any part of the premises at any time. The City facilities shall not exceed heights allowed by the FAA.

The Airport reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the tenant, without interference or hindrance.

8. **AIRPORT'S RIGHT OF MAINTENANCE.** The Airport reserves the right (but shall not be obligated to the City) to maintain and keep in repair the landing area of the airport and all publically owned facilities of the airport together with the right to direct and control all activities of the City in this regard.

9. **AIRPORT'S RIGHT TO IMPROVE.** The Airport reserves the right to further develop or improve the landing area and all publically owned air navigation facilities of the airport as it sees fit regardless of the desires or views of the tenant and without interference or hindrance.

10. **INDEMNIFICATION.** The City agrees to indemnify the Airport and hold the Airport harmless against any and all liability for injuries to persons or damage to property caused by City's negligent use of or occupancy of the subject property or caused by the negligence of any City's employees, officers, agents, guests or invitees; provided, however, that City shall not be liable for any injury, damage, or loss occasioned by the negligence of Airport or its agents or employees and provided further that Airport shall

give to the City prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect the City, and the City shall have the right to compromise and defend the suit to the extent of its own interest, and the City shall do the same regarding prompt and timely notice.

To the extent permitted by law, the City hereby releases the Airport, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Airport, from and against any and all liability or responsibility to the City or anyone claiming through or under the City by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any City liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this agreement. The City's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the City to recover thereunder.

11. **SUBORDINATION.** This agreement shall become subordinate to provisions of any existing or future agreement between the City, the Airport, the State of Iowa, and/or the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

12. **SUBLETTING.** The City shall not assign or sublease any portion of the premises without the written consent of the Airport and the concurrence of the FAA.

13. **APPROVAL.** This Lease Agreement shall supersede all previous leases with the Airport and is subject to the approval of the Federal Aviation Administration.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate on this _____ day of _____, 2025.

Community and Economic Development

By: _____

Title: _____

226 W. 4th Street
Davenport, IA 52807

Davenport Municipal Airport

By: _____

Airport Manager
1200 E. 46th Street
Davenport, IA 52807

City of Davenport, Iowa

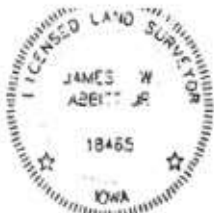
By: _____

Mayor
226 W. 4th Street
Davenport, IA 52804

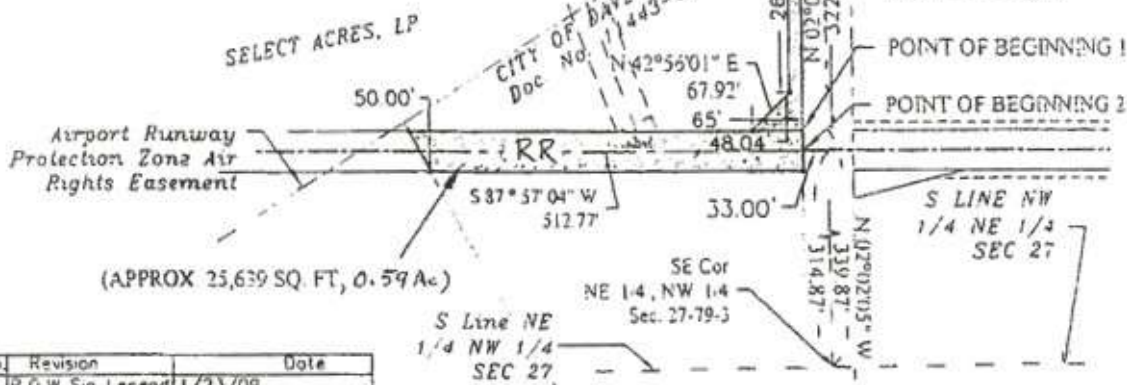
DAVENPORT MUNICIPAL AIRPORT PROPERTY LEASE AGREEMENT

BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT COMMUNITY AND ECONOMIC DEVELOPMENT
EXHIBIT A

Designed by: James W. Abbott Jr., McClure Engineering, Association



Railroad/Drainage Parcel -
Shaded



NO.	Revision	Date
1	IR O W Sig Legend	1/23/09

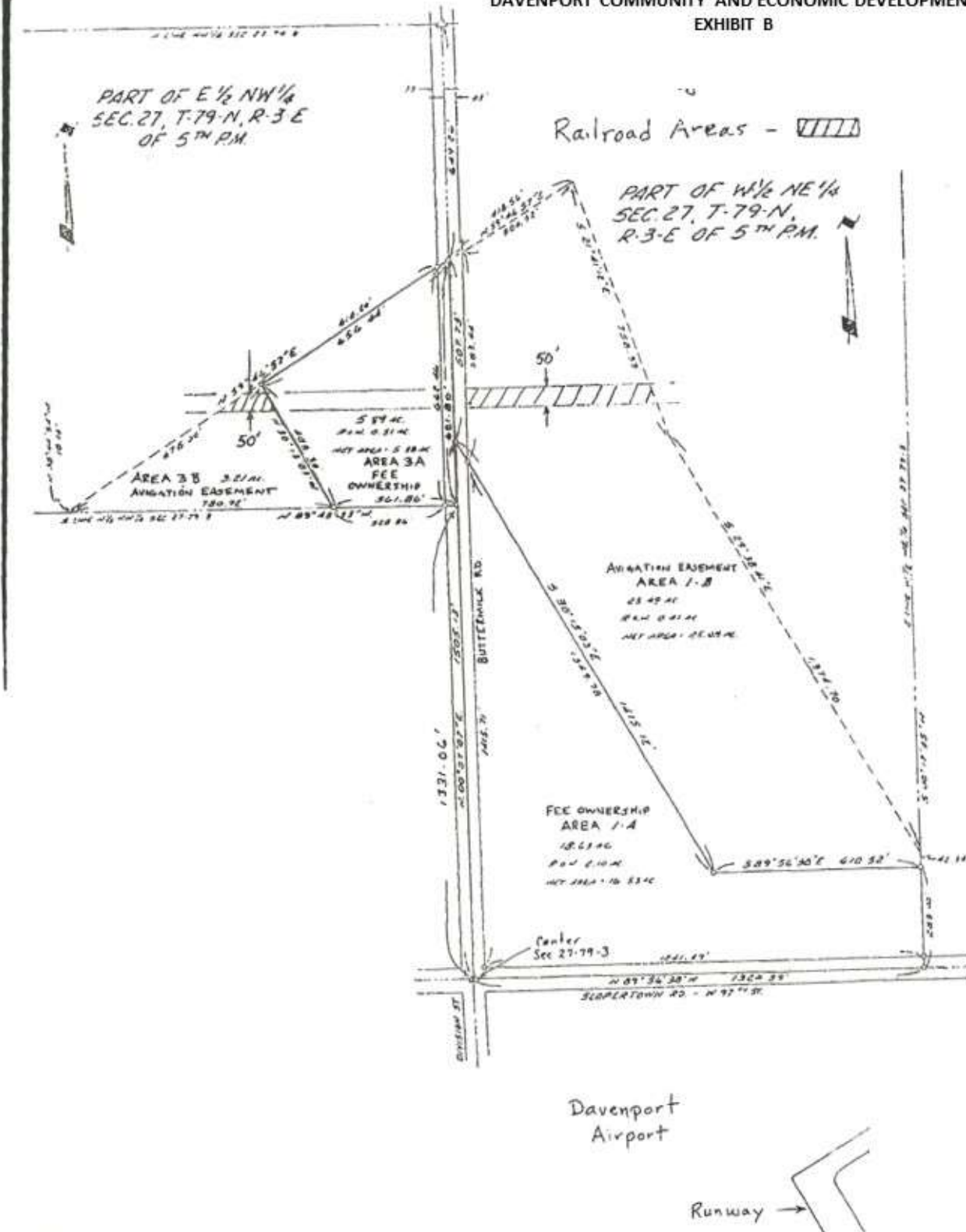
PLOTTING SCALE	1" = 200'
DRAWN BY	BUC
CHECKED BY	JWA
DATE	December 2, 2008

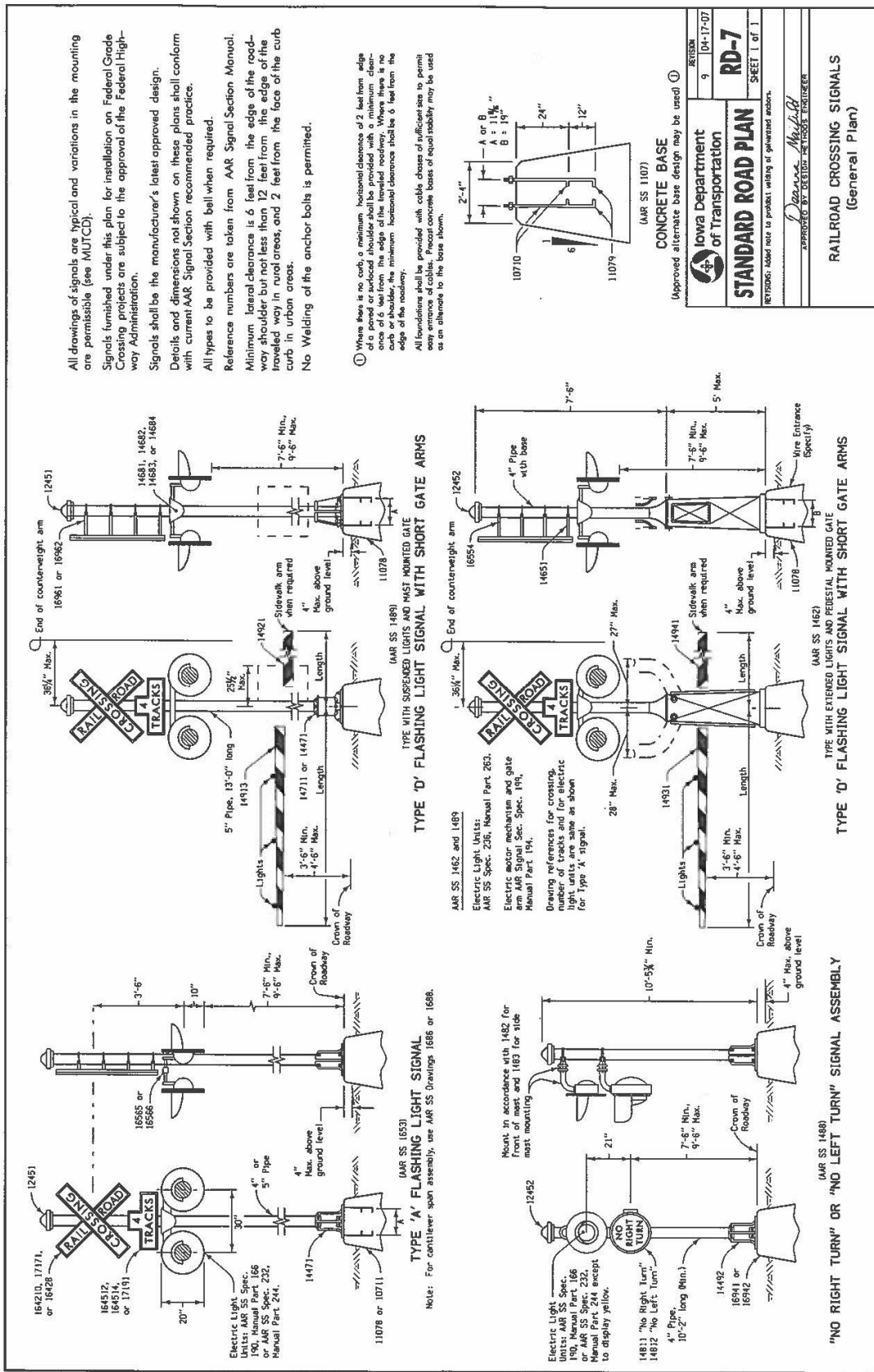


RIGHT OF WAY PLAT	
CITY OF DAVENPORT DOC. 11443-85 - ELDRIDGE, IOWA	
EASTERN IOWA INDUSTRIAL CENTER RAIL SPUR	DAVENPORT, IOWA
FILE NAME: I:\440102\0710\MC10377EASEMENTS.DWG	JOB NUMBER: 01-11-03-007

DAVENPORT MUNICIPAL AIRPORT PROPERTY LEASE AGREEMENT

BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT COMMUNITY AND ECONOMIC DEVELOPMENT
EXHIBIT B





City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving a ten-year interdepartmental land lease agreement between the Davenport Parks and Recreation Department and the Davenport Municipal Airport for continued use of the Davenport Soccer Complex. [Ward 8]

Recommendation:

Pass the Motion.

Background:

The airport is renewing its land lease agreement with the Davenport Parks and Recreation Department for the 40.1 acres of property leased on Airport property for 10 years beginning on July 1, 2025 and ending on June 30, 2035. This lease property is used for the Davenport Soccer Complex.

This land lease renewal is a continuation of the current lease agreement which expires on June 30, 2025. This Parks and Recreation Department lease renewal is valued at \$10,827 per fiscal year. These funds are used in part for airport operations and are included as an integral part of the Airport's annual operating budget. This lease renewal maintains the land lease rate consistent with current levels. This land lease renewal satisfies the requirements of the Federal Aviation Administration Regulations for Land Lease Agreements for Airports.

Attachments:

1. 2025-2035 Soccer Field Lease Agreement



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT**

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

**DAVENPORT PARKS AND RECREATION
DEPARTMENT**

July 1, 2025 through June 30, 2035

**DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT
BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT PARKS AND RECREATION DEPARTMENT
July 1, 2025 through June 30, 2035**

Between the Davenport Municipal Airport and City of Davenport, Iowa, Davenport Parks and Recreation
Department

WHEREAS, the City of Davenport, Iowa, hereinafter called the City, owns the Davenport Municipal Airport; and,

WHEREAS, the Davenport Municipal Airport, hereinafter called the Airport, possesses the authority to administer all operations, policies, and procedures of the airport on behalf of the City in accordance with Federal Aviation Administration (FAA) policies and procedures; and,

WHEREAS, the Davenport Parks and Recreation Department, hereinafter known as the Parks, leases and operates a Soccer Complex located at 8991 North Division Street, Davenport Municipal Airport, Davenport, Iowa; and,

WHEREAS, Parks have constructed, leases, operate, and maintain a Soccer Complex that is located on land owned and operated by the Airport; and,

WHEREAS, the City's, Park's, and Airport's interests in the forty and 1/10 (40.1) acre parcel owned in fee were acquired with an FAA grant, for the benefit of the Airport; and

WHEREAS, the City and Parks, by the construction of, the operating of, and the maintaining of the Soccer Complex, agree to comply with 49 USC § 47101 – Policies, 49 USC § 47107 - Project Grant Application Approval Conditioned On Assurances About Airport Operations, 49 USC Chapter 471 – Airport Development, and FAA Compliance Manual 5190.6b; and,

WHEREAS, the FAA must approve all changes in the use of this forty and 1/10 (40.1) acre parcel;

NOW THEREFORE, the City, Parks, and the Airport agree as follows:

1. **GRANT.** Parks shall have use, subject to the conditions of this lease, of forty and 1/10 (40.1) acres of land on the Davenport Municipal Airport, as shown on Exhibit “A” (hereinafter referred to as the “Premises”) which is attached hereto and made a part of this lease.

2. **TERM.** The term of this agreement shall be from July 1, 2025 to June 30, 2035. This agreement shall immediately terminate upon the execution of a subsequent agreement or at the end of this contracted term, whichever occurs first.

3. **COMPENSATION.** Parks shall pay to the Airport \$10,827.00 each year calculated at \$270.00 per acre for the period July 1, 2025 through June 30, 2035. Each payment shall be due on June 30th of each year of this lease term.

4. **USE.** Parks shall use the premises as a Soccer Complex which shall allow for team competitive soccer tournaments, concession and restroom facilities, six (6) utility storage and maintenance buildings, four (4) bleachers, and vehicle parking protected by a four (4) foot perimeter fence.

5. **AIRPORT AND AIRSPACE USEAGE.** The Airport, for the use and benefit of the public, shall take any action necessary to protect a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, or taking off from, or operating on or about the airport.

The Airport reserves the right to take any action necessary to protect the aerial approaches and aerial flight paths of the Airport against obstruction, and the right to prevent Parks from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Airport or the FAA, would limit the usefulness of the Airport or constitute a hazard to aircraft. The Airport shall have the right to inspect any part of the premises at any time. The Parks facilities shall not exceed heights allowed by the FAA.

The Airport reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the City of Davenport or the Davenport Parks and Recreation Department, without interference or hindrance.

Parks shall receive permission in writing from the Airport prior to the commencement of any improvement project(s) on or to the Premises.

6. **TERMINATION.** Upon termination of this agreement, all buildings and structures located on the Premises shall be removed at no cost to the Airport. Parks will take every measure not to allow any hazardous materials contamination that may or may not be present to infiltrate airport property whether above or below ground.

Upon termination of this agreement, Parks shall coordinate with the Iowa Department of Natural Resources for a final inspection to confirm that levels of hazardous contamination have been removed or otherwise mitigated in accordance with Iowa Department of Natural Resources criteria.

7. **AIRPORT'S RIGHT OF MAINTENANCE.** The Airport reserves the right (but shall not be obligated to Parks) to maintain and keep in repair the landing area of the airport and all publically owned facilities of the airport together with the right to direct and control all activities of Parks in this regard.

8. **AIRPORT'S RIGHT TO IMPROVE.** The Airport reserves the right to further develop or improve the landing area and all publically owned air navigation facilities of the airport as it sees fit regardless of the desires or views of Parks and without interference or hindrance.

9. **INDEMNIFICATION.** Parks agrees to indemnify the Airport and hold the Airport harmless against any and all liability for injuries to persons or damage to property caused by Park's negligent use of or occupancy of the airport or caused by the negligence of any Park's employees, officers, agents, guests or invitees; provided, however, that Parks shall not be liable for any injury, damage, or loss

occasioned by the negligence of Airport or its agents or employees and provided further that Airport shall give to Parks prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect Parks, and Parks shall have the right to compromise and defend the suit to the extent of its own interest, and Parks shall do the same regarding prompt and timely notice.

To the extent permitted by law, Parks hereby releases the Airport, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Airport, from and against any and all liability or responsibility to Parks or anyone claiming through or under Parks by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any Parks liability or workers compensation loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the term of this agreement. Park's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Parks to recover thereunder.

10. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future Lease Agreement(s) between Airport and the United States and/or the State of Iowa relative to the operation, maintenance, or improvement of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. The Airport is free to negotiate and enter into such agreements without hindrance from the City of Davenport or the Davenport Parks and Recreation Department.

11. **SUBLETTING.** The City and/or Parks shall not assign or sublease any portion of the premises without the written consent of the Airport and the concurrence of the FAA.

12. **APPROVAL.** This Lease Agreement shall supersede all previous leases with the Airport and is subject to the approval of the Federal Aviation Administration.

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

duplicate on this _____ day of _____, 2025.

Davenport Parks and Recreation Department

By: _____

Title: _____
700 W. River Drive
Davenport, IA 52802

Davenport Municipal Airport

By: _____

Airport Manager
1200 E. 46th Street
Davenport, IA 52807

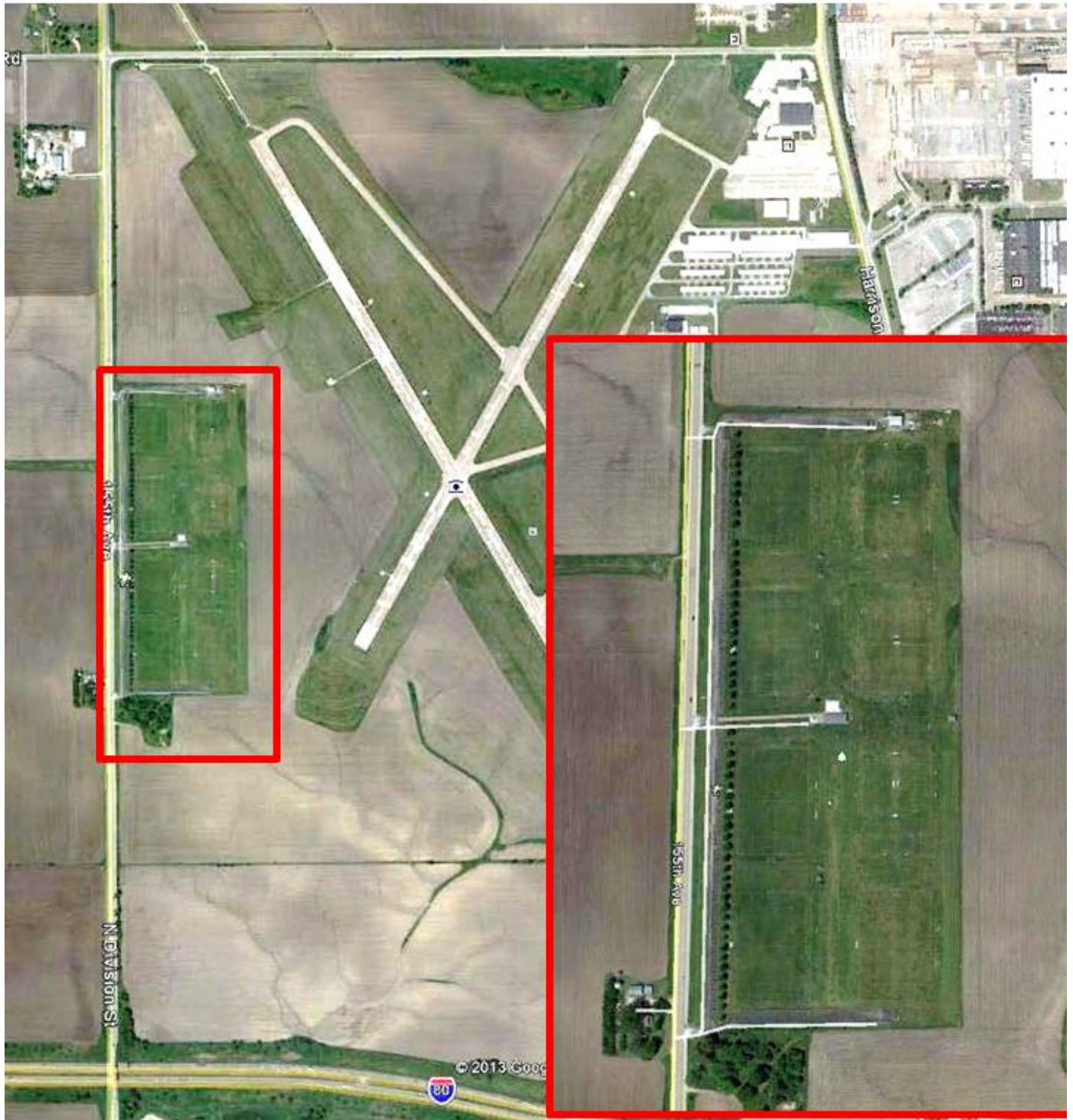
City of Davenport, Iowa

By: _____

Mayor
226 W. 4th Street
Davenport, IA 52804

DAVENPORT MUNICIPAL AIRPORT PROPERTY LEASE AGREEMENT

BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
DAVENPORT PARKS AND RECREATION DEPARTMENT
EXHIBIT A



City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving the 2025 Davenport Municipal Airport Disadvantaged Business Enterprise (DBE) Program. [Ward 8]

Recommendation:

Pass the Motion.

Background:

To accept federal grant funding through the Airport Improvement Program, the Davenport Municipal Airport must have an approved Disadvantaged Business Enterprise (DBE) Program on file with the Federal Aviation Administration. This program is created at the local level with help from the Iowa Department of Transportation Aviation Bureau and must be updated every three years. The current program for the Airport has reached the end of its three-year term.

The airport has taken the time to update its current DBE percentage totals to reflect upcoming federal projects over the next three years. The airport percent totals have increased from 1.87 percent to 1.94 percent of the total federal dollar expenditures expected at the Davenport Municipal Airport for this period.

The City approved DBE program for the Airport will be kept on file with the Federal Aviation Administration in Washington, D.C.

Attachments:

1. 2025 Davenport Municipal Airport DBE Plan



DAVENPORT

**PUBLIC WORKS
MUNICIPAL AIRPORT**

**DISADVANTAGED
BUSINESS ENTERPRISE
(DBE) PROGRAM**

PROGRAM LAST UPDATED:

JANUARY 15, 2025

PROGRAM LAST SUBMITTED TO FAA:

FEBRUARY 15, 2025

FEDERAL AVIATION ADMINISTRATION POINT OF CONTACT:

KIRK BROUWER
DBE/ACDBE Program Compliance Specialist
USDOT - Federal Aviation Administration
Office of Civil Rights – Room 217
159-30 Rockaway Blvd.
Jamaica, NY 11434 USA

Phone: 201-995-3846

kirk.k.brouwer@faa.gov

DAVENPORT MUNICIPAL AIRPORT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Policy Statement (26.23)

The Davenport Municipal Airport has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Davenport Municipal Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Davenport Municipal Airport has signed an assurance that it will comply with 49 CFR Part 26.

In accordance with 49 CFR sections 26.3, 26.7, 26.21, and 26.23, the Davenport Municipal Airport hereby affirms this policy to utilize, to the maximum extent feasible, businesses owned and controlled by socially and economically disadvantaged individuals in the procurement of goods and services, and the award of contracts. The Davenport Municipal Airport will, in accordance with authority granted by DOT regulations, other federal, state and local laws and ordinances, act affirmatively to create a “level playing field” for Disadvantaged Business Enterprises (DBEs) to achieve the goal of equal opportunity.

The Davenport Municipal Airport recognizes that creating a “level playing field” for DBEs can only be achieved through the energetic implementation of this plan and the commitment of all the Davenport Municipal Airport employees, committees, and contractors to the goals of equal opportunity.

This policy statement has been circulated throughout the Davenport Municipal Airport’s organization. We distribute to the DBE and non-DBE business communities that perform work on the Davenport Municipal Airport’s DOT-assisted contracts by newspaper publication and by posting on the City of Davenport’s website.

In addition, it is the policy of the Davenport Municipal Airport to ***not***:

1. Exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, or national origin.
2. Directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the program with respect to individuals of a particular race, color, sex, or national origin through DBE program administration.

Date

Doug Maxeiner, City Administrator, City of Davenport

Date

Nicole Gleason, Public Works Director, City of Davenport

Table of Contents

A. SUBPART A – GENERAL REQUIREMENTS.....	5
Section 26.1 Objectives.....	5
Section 26.3 Applicability.....	5
Section 26.5 Definitions.....	5
Section 26.7 Non-discrimination Requirements.....	5
Section 26.11 Record Keeping Requirements.....	5
Section 26.13 Federal Financial Assistance Agreement.....	6
B. SUBPART B - ADMINISTRATIVE REQUIREMENTS.....	7
Section 26.21 DBE Program Updates.....	7
Section 26.23 Policy Statement.....	7
Section 26.25 DBE Liaison Officer (DBELO).....	7
Section 26.27 DBE Financial Institutions.....	8
Section 26.29 Prompt Payment Mechanisms.....	8
Section 26.31 Directory.....	9
Section 26.33 Overconcentration.....	10
Section 26.35 Business Development Programs.....	10
Section 26.37 Monitoring and Enforcement Mechanisms.....	10
Section 26.39 Fostering Small Business Participation.....	11
C. SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING.....	12
Section 26.43 Set-asides or Quotas.....	12
Section 26.45 Overall Goals.....	12
Section 26.47 Goal Setting and Accountability.....	14
Section 26.51 Meeting Overall Goals/Contract Goals.....	14
Section 26.53 Good Faith Efforts Procedures.....	15
Section 26.55 Counting DBE Participation.....	19
D. SUBPART D – CERTIFICATION STANDARDS.....	19
Section 26.61 – 26.73 Certification Process.....	19
E. SUBPART E – CERTIFICATION PROCEDURES 26.81.....	20
Section 26.81 Unified Certification Programs.....	20
Section 26.83 Procedures for Certification Decisions.....	20
Section 26.89 Certification Appeals.....	20
F. SUBPART F – COMPLIANCE AND ENFORCEMENT.....	20
Section 26.109 Information, Confidentiality, Cooperation.....	20

A. SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Davenport Municipal Airport is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Davenport Municipal Airport will adopt the definitions contained in Section 26.5 for this program. New or amended definitions will be added as provided by USDOT; no definitions for terms not found in Section 26.5 of Part 26 will be included.

Section 26.7 Non-discrimination Requirements

The Davenport Municipal Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, The Davenport Municipal Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

The Davenport Municipal Airport will report DBE participation on an annual basis. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

The Davenport Municipal Airport will report DBE participation to DOT/FAA as follows:

The Davenport Municipal Airport will transmit to FAA semiannually on December 1, the “Uniform Report of DBE Awards or Commitments and Payments” form, found in Appendix B of 49 CFR Part 26. We will also report the DBE Contractor firms contact information either on the FAA DBE Contractor’s Form or other similar format.

Bidders List: 26.11(c)

The Davenport Municipal Airport will create a bidders list as project bids are received, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information via a contract clause requiring prime bidders to report the names/addresses, DBE/non-DEB status, age, and annual gross receipts of all firms who quote to them on subcontracts.

Section 26.13 Federal Financial Assistance Agreement

The Davenport Municipal Airport has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The Davenport Municipal Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Davenport Municipal Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Davenport Municipal Airport's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Davenport Municipal Airport of its failure to carry out its approved program, the Department may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

The Davenport Municipal Airport will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

B. SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Davenport Municipal Airport will receive grant(s) of \$250,000 or more in FAA planning, capital, and operating assistance in a federal fiscal year, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on page 3 of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Chief Financial Officer
City of Davenport
226 West Fourth Street
Davenport, Iowa 52801
Phone: 563-326-7792

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Davenport Municipal Airport complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Administrator concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in *Attachment 1* to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with the City Administrator, the Public Works Director and the Davenport Municipal Airport Manager. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment) and identifies ways to improve progress.
6. Analyzes the Davenport Municipal Airport's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO\governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.

10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Plans and participates in DBE training seminars.
12. Certifies DBEs according to the criteria set by DOT and acts as liaison to the Uniform Certification Process in Iowa.
13. Provides outreach to DBEs and community organizations to advise them of opportunities.
14. Maintains the Davenport Municipal Airport's file copy of the State of Iowa DBE Directory.

Section 26.27 DBE Financial Institutions

It is the policy of the Davenport Municipal Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions: contacted the QC Better Business Bureau, the QC Chambers of Commerce, and the Eastern Iowa Small Business Development Center; we have searched for registered DBE firms through directories. To date there are no financial institutions which meet the criteria. The availability of financial institutions will be reevaluated on an annual basis.

Section 26.29 Prompt Payment Mechanisms

Prompt Payment: 26.29(a)

Davenport Municipal Airport will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Davenport Municipal Airport. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Davenport Municipal Airport. This clause applies to both DBE and non-DBE subcontracts.

If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 30 days after receipt of payment, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the 30-day period until fully paid.

Failure to comply with the prompt payment provision will result in the City withholding all subsequent payments to the Contractor until the Contractor submits proof that compliance with the provision has been satisfactorily met.

Retainage: 26.29(b)

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Davenport Municipal Airport. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: 26.29(d)

The Davenport Municipal Airport has established a complaint process for any subcontractor that has not been paid in a timely manner. Once the complaint is received, the City will conduct a review of the work status, payments made to the prime contractor, payments made to the subcontractor, document compliance, and the allegations put forth by the complainant. A written response will be prepared and provided to the prime and the subcontractor. The parties will be referred to the Davenport Director of Finance to resolve the matter through mediation, an alternative dispute resolution mechanism. The mediation process is voluntary.

The Davenport Municipal Airport will continue to monitor the situation. When the prime submits final payment documentation, if the payment remains outstanding, the justification must be noted as an amendment to the assurance of satisfaction of all claims. If there is no amendment and the claim remains outstanding, the prime will not receive final payment until satisfactory justification has been submitted.

All contractors and subcontractors must retain records of all payments, made or received, for 3 years from the date of the final payment and must be available for inspection, upon request, by any authorized representative of the City.

The Davenport Municipal Airport may perform random audits of contract payments to firms. The audits will review payments to all subcontractors to ensure that payments were made and that the actual amount paid to DBE subcontractors equal or exceed the dollar amounts stated in the contractor's final affidavit of DBE participation.

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Other mechanisms, consistent with this part and applicable state and local law, may be utilized as needed to ensure that DBEs and other contractors are fully and promptly paid.

Section 26.31 Directory

The Davenport Municipal Airport utilizes the Iowa Department of Transportation Directory of Certified Disadvantaged Business Enterprises, which identifies all firms eligible to participate as DBEs. This directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. IDOT updates this directory on a continuous basis to ensure that each DBE is added immediately

upon certification. The Directory is available online at <https://secure.iowadot.gov/DBE/Home/Index/>.

Questions regarding the directory can be forwarded to:

Iowa Department of Transportation
Civil Rights Bureau – DBE Compliance
800 Lincoln Way
Ames, Iowa 50010

Phone: 515-239-1422 or 515-239-1304

Fax: 515-817-6502

Email: CivilRights@iowadot.us

See Attachment 2

Section 26.33 Overconcentration

The Davenport Municipal Airport has not identified that overconcentration exists in the types of work that DBEs perform. We will re-evaluate for overconcentration on an annual basis.

Section 26.35 Business Development Programs

The Davenport Municipal Airport has not established a business development program. We will re-evaluate the need for such a program on an annual basis.

Section 26.37 Monitoring and Enforcement Mechanisms

The Davenport Municipal Airport will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. *Attachment 3*
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by on-site monitoring, invoices and reports from the prime and sub-contractors on the job, and final affidavits from prime and sub-contractors attesting to the type of work performed, by whom and the final amount.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Fostering Small Business Participation

The Davenport Municipal Airport is committed to fair and open competition for contracting opportunities among all businesses, and has implemented strategies to encourage small business participation in contracting opportunities.

In order to facilitate competition and encourage participation by small businesses, the Davenport Municipal Airport has adopted reasonable steps to eliminate obstacles to participation by these entities. These steps include implementation of the following strategies:

1. Multi-year design-build contracts or other large contracts: The Davenport Municipal Airport will unbundle large contracts to make them more accessible to small businesses **OR** will include language in project RFP requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size (< \$25,000) that small businesses, including DBEs, can reasonably perform.
2. Smaller “non-megaproject” prime contracts: The Davenport Municipal Airport will unbundle contracts to make them more accessible to small businesses **OR** will include language in construction RFP requiring prime contractor -- when the elements of the work to be performed allow -- to provide subcontracting opportunities of a size (<\$25,000) that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
3. Procurement and service contracts: where practicable, when contracting opportunities favorable to small business competition arise (up to \$25,000), the Davenport Municipal Airport may send notice of such opportunities to local small business development organizations such as the Quad Cities Chamber of Commerce, the Hispanic Chamber of Commerce, and both the Iowa and Illinois Small Business Development Centers. These organizations have agreed to act as a “clearinghouse” to disseminate information and alert local small business concerns of bid opportunities.
4. This small business element will be implemented within six months of FTA DBE program approval.

For the purpose of this provision, the Davenport Municipal Airport accepts the Small Business Administration’s definition of a small business concern. In order to ensure that a firm is, in fact, a small business concern and to minimize fraud and abuse, the Davenport Municipal Airport will use the applicable trade standards below to test that an entity falls within the eligibility parameters to qualify as such:

SBA defines a small business concern as one that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the

preceding twelve months or on sales volume averaged over a three-year period. Examples of SBA general size standards include the following:

- *Manufacturing: Maximum number of employees may range from 500 to 1500, depending on the type of product manufactured;*
- *Wholesaling: Maximum number of employees may range from 100 to 500 depending on the particular product being provided;*
- *Services: Annual receipts may not exceed \$2.5 to \$21.5 million, depending on the particular service being provided;*
- *Retailing: Annual receipts may not exceed \$5.0 to \$21.0 million, depending on the particular product being provided; and*
- *General and Heavy Construction: General construction annual receipts may not exceed \$13.5 to \$17 million, depending on the type of construction.*

Source: SBA.GOV

C. SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Davenport Municipal Airport does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

In accordance with Section 26.45, the Davenport Municipal Airport will submit its triennial overall DBE goal to the Federal Aviation Administration (FAA) on August 1 of the year specified by FAA.

The Davenport Municipal Airport will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by FAA.

If the Davenport Municipal Airport reasonably anticipates awarding \$250,000 or less in FAA funds in prime contracts in a Federal fiscal year, no overall goal will be developed for that fiscal year per §26.45 (a)(2); the existing DBE program, however, will remain in effect and the Davenport Municipal Airport will continue to seek to fulfill the objectives outlined in §26.1.(b). If the Davenport Municipal Airport reasonably anticipates awarding \$250,000 or more in FAA funds in prime contracts in a Federal fiscal year, an overall goal for DBE participation in DOT-assisted contracts will be developed.

Per §26.45, the overall goal is based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate in DOT-assisted contracts. The goal reflects a determination of the level of DBE participation the Davenport Municipal Airport would expect absent the effects of discrimination.

The process generally used by the Davenport Municipal Airport to establish overall DBE goals is as follows:

Step 1: 26.45(c)

Determine the base figure for the relative availability of DBEs to perform work on DOT-assisted contracts. The base figure for the relative availability of DBE's is calculated as:

$$\text{Base figure} = \frac{\text{Ready, willing, and able DBEs}}{\text{All firms ready, willing and able}}$$

The number of "ready, willing and able" DBEs in the market is determined through the State of Iowa Directory of Certified DBEs.

The number of all ready, willing, and able firms available in the market performing work in the same NAICS codes is determined using the Census Bureau's County Business Pattern (CBP) data base. Information about the CBP data base may be obtained from the Census Bureau at their web site, <https://www.census.gov/programs-surveys/cbp.html>. Additional information pertaining to NAICS codes can be found at <http://www.naics.com/searchresultsnew.php>.

The number of DBEs is divided by the number of all firms to derive a base figure for the relative availability of DBEs in the market.

Step 2: 26.45(d)

After calculating a base figure of the relative availability of DBEs, evidence is examined to determine what adjustment may be needed to the base figure in order to arrive at the overall goal. An example of such evidence includes the current capacity of DBEs to perform work in DOT-assisted contracts, as measured by the volume of work DBEs have performed in recent years.

Before establishing the overall goal, the Davenport Municipal Airport will consult with the minority, women, DBE, non-DBE business communities and organizations, Chamber of Commerce, and Iowa DOT to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs and the Davenport Municipal Airport's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 days following the date of the notice, and informing the public that we and DOT will accept comments on the goals for 45 days from the date of the notice. Notice will be posted in newspapers, available minority-focus media, the City of Bettendorf cable channel, and the City website. Normally, we will issue this notice by June 1. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology used to develop the goal; a summary of information and comments received during this public participation process and our responses (*see Attachment 4*), and proof of publication of the goal in media outlets listed above.

We will begin using our overall goal on October 1 of the specified year, unless other instructions from DOT are received. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by FTA.

See Attachment 5a

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on the Davenport Municipal Airport's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Submit the plan to FAA within 90 days of the end of the affected fiscal year.

Section 26.51 Meeting Overall Goals/Contract Goals

The Davenport Municipal Airport will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, the Davenport Municipal Airport will:

1. Assure that bidding and contract requirements facilitate participation by DBE's and other small businesses (e.g. arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation);
2. Unbundle large contracts to make them more accessible to small businesses;
3. Encourage prime contractors to subcontract portions of the work that they might otherwise perform themselves;
4. Provide technical assistance, communications programs and other support services, as needed, to facilitate consideration of DBE's and other small businesses.

The Davenport Municipal Airport will use contract goals to meet any portion of the overall goal the Davenport Municipal Airport does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract. *Attachment 5b*

Section 26.53 Good Faith Efforts Procedures

Award of Contracts with a DBE Contract Goal: 26.53(a)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, the Davenport Municipal Airport will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Evaluation of Good Faith Efforts: 26.53(a) & (c)

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive: DBELO

The process used to determine whether good faith efforts have been made by a bidder is as follows: The DBELO examines the documentary evidence provided by the bidder and determines whether or not the efforts made are consistent with examples of good faith efforts as found in Appendix A of 49 CFR Part 26.

The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.*
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.*
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.*

D.

1. *Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.*
 2. *A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.*
- E. *Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.*
- F. *Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.*
- G. *Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.*
- H. *Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs*

[Appendix A of 49 CFR Part 26]

We will ensure that all information is complete and accurate and adequately documents the bidder/offeree's good faith efforts before we commit to the performance of the contract by the bidder/offeree.

Information to be submitted: 26.53(b)

The Davenport Municipal Airport treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration: 26.53(d)

Within 10 days of being informed by the Davenport Municipal Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

City Administrator
226 West Fourth Street
Davenport, Iowa 52801
(563) 888-3384

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract: 26.53(f)

The Davenport Municipal Airport requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal with the Davenport Municipal Airport's prior written consent. Prior written consent will only be provided where there is "good

cause" for termination of the DBE firm, as established by Section 26:53(f)(3) of the DBE regulation.

Before transmitting to the Davenport Municipal Airport its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the Davenport Municipal Airport prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the Davenport Municipal Airport of why it objects to the proposed termination. This five day period may be reduced if the matter is one of public necessity, for example, if there is a safety issue.

In those instances where "good cause" exists to terminate a DBE's contract, the Davenport Municipal Airport will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Davenport Municipal Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1.94% has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information (see Attachment 7):

1. the names and addresses of DBE firms that will participate in the contract;
2. description of the work that each DBE firm will perform;
3. the dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
6. If the contract goal is not met, evidence of good faith efforts.

*[Note: When a contract goal is established pursuant to the recipient's DBE program, the sample bid specification can be used to notify bidders/offerors of the requirements to make good faith efforts. The forms found at Attachment 6 can be used to collect information necessary to determine whether the bidder/offeror has satisfied these requirements. The sample specification is intended for use in both non-construction and construction contracts for which a contract goal has been established. Thus, it can be included in invitations for bid for construction, in requests for proposals for architectural/engineering and other professional services, and in other covered solicitation documents. **A bid specification is required only when a contract goal is established.**]*

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

D. SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Iowa DOT's Civil Rights Bureau coordinates the Unified Certification Process (UCP) program that only requires one certification to do business as a DBE under any FTA, FAA, or FHWA assisted contract.

The Iowa Department of Transportation, Ames, Iowa, as the designated UCP Administrator will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The EEO Administrator will make certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Iowa Department of Transportation
Civil Rights Bureau – DBE Compliance
800 Lincoln Way
Ames, Iowa 50010

Phone: 515-239-1422 or 515-239-1304
Fax: 515-817-6502
Email: CivilRights@iowadot.us

E. SUBPART E – CERTIFICATION PROCEDURES 26.81

Section 26.81 Unified Certification Programs

The Davenport Municipal Airport is a member of a Unified Certification Program (UCP) administered by the Iowa Department of Transportation (IADOT). The Iowa Department of Transportation, Ames, Iowa, as the designated UCP Administrator, will meet all of the requirements of this section. The Davenport Municipal Airport will use, and count, for DBE credit only, those DBE firms certified by the Iowa UCP.

Section 26.83 Procedures for Certification Decisions

For information about the certification process or to apply for certification, firms should contact:

Iowa Department of Transportation
Civil Rights Bureau – DBE Compliance
800 Lincoln Way
Ames, Iowa 50010

Phone: 515-239-1422 or 515-239-1304

Fax: 515-817-6502

Email: CivilRights@iowadot.us

Section 26.89 Certification Appeals

Any firm or complainant may appeal DOT certification decisions. Such appeals should be sent to:

U.S. Department of Transportation
Departmental Office of Civil Rights
1200 New Jersey Ave. SE – Room W76-101
Washington, D.C. 20590

F. SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

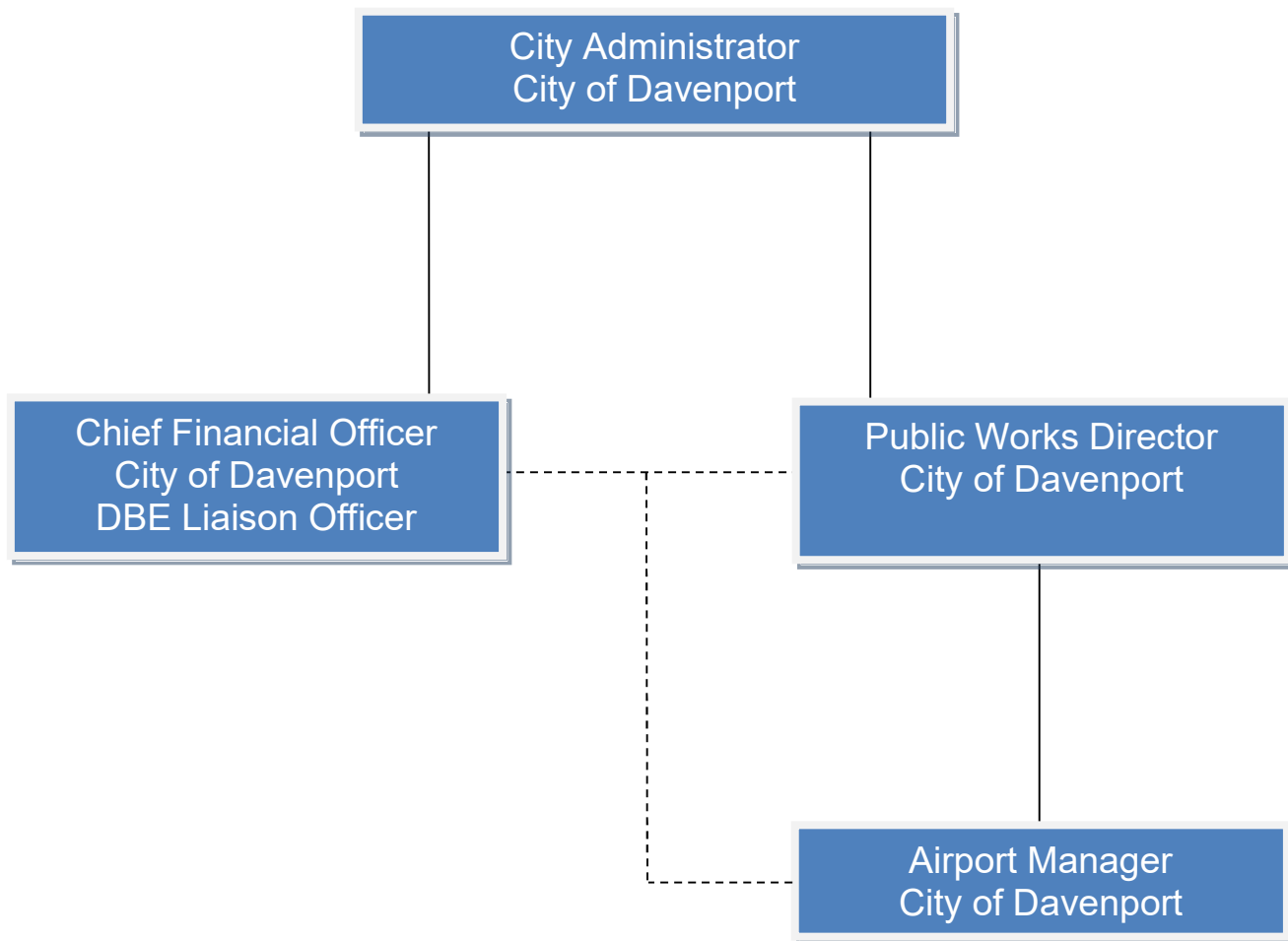
Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Davenport Municipal Airport or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Public Participation
Attachment 5a	Overall Goal Calculation
Attachment 5b	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 7	Certification Application Forms
Attachment 8	Procedures for Removal of DBE's Eligibility
Attachment 9	Regulations: 49 CFR Part 26

Attachment 1**Organizational Chart of the Davenport Municipal Airport**

Attachment 2**DBE Directory**

The Iowa DBE Directory is available online at <https://secure.iowadot.gov/DBE/Home/Index/> .

Questions regarding the directory can be forwarded to:

Iowa Department of Transportation
Civil Rights Bureau – DBE Compliance
800 Lincoln Way
Ames, Iowa 50010

Phone: 515-239-1422 or 515-239-1304

Fax: 515-817-6502

Email: CivilRights@iowadot.us

Attachment 3

Monitoring and Enforcement Mechanisms

The federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

Attachment 4

Public Participation

Consultation: Section 26.45(g)(1).

The Davenport Municipal Airport submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the Davenport Municipal Airport will consult with Iowa DOT, without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Davenport Municipal Airport efforts to establish a level playing field for the participation of DBEs.

Following the consultation, we will publish a notice in the Quad-City Times of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Department of Public Works for 30 days following the date of the notice, and informing the public that the Davenport Municipal Airport and DOT will accept comments on the goals for 45 days from the date of the notice.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses, if any.

No comments have been received.

Sample Public Notice Language:

PUBLIC NOTICE

The Davenport Municipal Airport hereby announces its averaged fiscal year 2025, 2026, 2027 goal of 1.94% for Disadvantaged Business Enterprise (DBE) airport construction projects. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at Department of Public Works, Aviation Division, 1200 E 46th Street, Davenport, IA 52807 for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to the following:

Davenport Municipal Airport Manager
1200 E 46th Street
Davenport, IA 52807

Attachment 5a

Section 26.45: Overall Goal Calculation

Amount of Goal

1. *The Davenport Municipal Airport* overall goal for FY 2025 through 2027 is the following:
1.94% of the Federal Financial assistance we will expend in DOT-assisted contracts.
2. \$2,510,150.00 is the dollar amount of DOT-assisted contracts that the *Davenport Municipal Airport* expects to award during FY2025 through FY2027. This means that *the Davenport Municipal Airport* has set a goal of expending \$48,696.91 with DBEs during these fiscal years.

Describe the Number and Type of Projects that the airport anticipates awarding:

Projects Fiscal Year 2025

1. Reconstruct Taxiway C Design Phase - \$140,000.00

Projects Fiscal Year 2026

1. Reconstruct Taxiway C Construction Phase - \$1,990,150.00

Projects Fiscal Year 2027

1. Reconstruct Taxiway A Design Phase - \$380,000.00

Market Area: The entire state of Iowa has been identified as the market area due to contractors mobilizing great distances for certain projects.

Methodology used to Calculate Overall Goal – “DBE Goal-Setting Methodology Application” program distributed through U.S. Dept. of Transportation

Step 1: 26.45(c)

Determine the base figure for the relative availability of DBEs.

The base figure for the relative availability of DBE’s was calculated as follows:

$$\text{Base figure} = \frac{\text{Ready, willing, and able DBEs}}{\text{All firms ready, willing and able}}$$

The data source or demonstrable evidence used to derive the numerator was: State of Iowa directory of certified DBEs website: <https://secure.iowadot.gov/DBE/Home/Index/>

The data source or demonstrable evidence used to derive the denominator was: Online at U.S. Department of Commerce, United States Census Bureau, County Business Patterns website: <https://data.census.gov/cedsci/table?q=CBP2019.CB1900CBP&n=N0600.56&tid=CBP2019.CB1900CBP&hidePreview=true> .

When we divided the numerator by the denominator we arrived at the base figure for our overall goal.

FY 2024

Reconstruct Taxiway C Design Phase

NAICS	Type of Work	Total DBE's	Total All Firms
541330	Engineering Services	7	386
Total:		7	386

$$\text{DBE \%} = 7 / 386 = 1.81\%$$

FY 2025

Reconstruct Taxi C Construction Phase

NAICS	Type of Work	Total DBE's	Total All Firms
237310	Highway, Street, and Bridge Construction	24	158
238910	Site Preparation	12	680
541330	Engineering Services	7	386
561730	Landscaping Services	9	1,126
Total:		52	2,350

$$\text{DBE \%} = 52 / 2,350 = 2.21\%$$

FY 2026

Reconstruct Taxiway A Design Phase

NAICS	Type of Work	Total DBE's	Total All Firms
541330	Engineering Services	7	386
Total:		7	386

$$\text{DBE \%} = 7 / 386 = 1.81\%$$

$$\text{Average of three years} = 1.94\%$$

Step 2: 26.45(d)

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

In order to reflect as accurately as possible the DBE participation we would expect in the absence of discrimination we have adjusted our base figure by 0%.

The data used to determine the adjustment to the base figure was: N/A

The reason we chose to adjust our figure using this data was because: N/A

From this data, we have adjusted our base figure to: N/A

Attachment 5b

Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

The Davenport Municipal Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. We estimate that, in meeting our overall goal of 1.94% we will obtain all from race-neutral participation.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

An Overall Annual Disadvantaged Business Enterprise Goal has been developed in compliance with federal regulations set forth at 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation (DOT) Programs. The overall annual goal reflects staff's determination of the level of DBE participation that would be expected absent the effects of discrimination.

The U.S. DOT regulations require that the maximum feasible portion of the DBE Overall Annual Goal be met by using race-neutral methods. Race-Neutral methods include making efforts to assure that bidding and contract requirements facilitate participation by DBE's and other small businesses; unbundling large contracts to make them more accessible to small businesses; encouraging prime contractors to subcontract portions of the work that they might otherwise perform themselves; providing technical assistance, communications programs and other support services to facilitate consideration of DBE's and other small businesses.

Although statistics indicate a possible 1.94% participation rate for FFY2025 through FFY2027 contracting opportunities, staff will continue to make efforts to include DBE goals in federally assisted procurements and work with vendors to obtain good-faith efforts to meet or exceed this goal. **Thus the proposed goal applicable to FY 2025 through FY 2027 DOT assisted contracts totaling approximately \$48,696.91 (1.94% of \$2,510,150.00) includes an expectation that goal will be achieved through race/gender neutral means.**

Attachment 6**Forms 1 & 2 for Demonstration of Good Faith Efforts**

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

.....

.....

.....

.....

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment 7**Certification Application Forms**

Any DBE seeking certification through the UCP should contact the following person to receive the proper forms:

Iowa Department of Transportation
Civil Rights Bureau – DBE Compliance
800 Lincoln Way
Ames, Iowa 50010

Phone: 515-239-1422 or 515-239-1304
Fax: 515-817-6502
Email: CivilRights@iowadot.us

Attachment 8

Procedures for Removal of DBE's Eligibility

If, based on notification by the firm of a change in its circumstances or other information that comes the attention of the Davenport Municipal Airport, it determines that there is reasonable cause to believe that a currently certified firm is ineligible, the Davenport Municipal Airport will provide written notice to the firm that it will relay information to the Iowa DOT for investigation.

The Iowa DOT process is as follows:

Complaints: Iowa DOT will accept written complaints from any person alleging that a currently certified DBE firm is ineligible and stating specific reasons for ineligibility. Anonymous or general complaints will not be accepted. The Iowa DOT will thoroughly investigate the complaint and if reasonable cause is found, will notify the DBE and the complainant in writing.

Iowa DOT Initiated: When Iowa DOT has reason to believe a certified DBE firm is ineligible, the DBE will be notified of the finding in writing. The letter will state the reason and cite the evidence.

USDOT Initiated: The USDOT may notify Iowa DOT of reasonable cause to find a certified DBE firm to be ineligible. The Iowa DOT must immediately initiate removal procedures.

Hearing: When a DBE firm receives written notice of intent to remove eligibility, the firm has 15 days to request an informal hearing to refute the allegations. The Iowa DOT must prove by a preponderance of evidence that the firm is ineligible. The Iowa DOT will provide a Tape Recorder to record the hearing and prepare a transcript. The decision-maker for the appeal hearing will be the Iowa DOT Appeal Committee.

Decision: The decision to remove eligibility will be based on circumstances that have changed since certification, evidence that was not available at certification, evidence that was concealed or misrepresented, a change in certification standards or a documentation of erroneous facts.

Notice of Decision: Following the decision, the Iowa DOT will notify the DBE firm in writing of the decision and any consequences. The firm remains an eligible DBE throughout the investigation and hearing process. The removal of eligibility becomes effective on the date of the decision letter.

Effects: The prime contractor will receive DBE credit for all DBE work that is currently under contract. If there was a bid commitment but no written subcontract was executed yet, the prime contractor must make a good faith effort to find another DBE firm for all or part of the committed amount.

US DOT Appeals

Who May Appeal: Any applicant who has been denied certification by the Iowa DOT or a previously certified firm whose eligibility was removed by the Iowa DOT may appeal. Any complainant in an ineligibility complaint to the Iowa DOT may appeal if the Iowa DOT does not remove eligibility and they believe the finding to be in error.

Where: Send appeals to:

U.S. Department of Transportation
Departmental Office of Civil Rights
1200 New Jersey Ave. SE – Room W76-101
Washington, D.C. 20590

When: The complete appeal must be filed within 90 days of the decision letter date.

What: The appeal must contain a narrative as to why the Iowa DOT decision was in error and documents to show or prove the error. If you are an applicant who was denied or a DBE whose eligibility was removed, you must disclose in the appeal all other denials or rejections within one year of the date of the appeal. Failure to do so is a failure to cooperate.

Recipient: The Iowa DOT will provide to USDOT the administrative record and hearing transcript within 20 days

Attachment 9**Regulations: 49 CFR Part 26**

The 49 CFR Part 26 Regulations are located at the following website:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

Davenport Municipal Airport DPE Program PUBLIC NOTICE

The Davenport Municipal Airport hereby announces its averaged fiscal year 2025, 2026, 2027 goal of 1.94% for Disadvantaged Business Enterprise (DBE) airport construction projects. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at Department of Public Works, Aviation Division, 1200 E 46 th Street, Davenport, IA 52807 for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to the following:

Davenport Municipal Airport Manager
1200 E 46 th Street
Davenport, IA 52807
#####



Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Paid by
City of Davenport, Iowa

\$17.21 paid on Dec 16, 2024

=== Notes ===
Notice Name: Davenport Municipal Airport DBE Program
Order Number: COL-IA-201280

Receipt

Receipt number	
Invoice number	D7408C5F-0123
Date paid	Dec 16, 2024
Payment method	VISA - 3377
Notice Id	Rxtiq4r88Mxga8rF4GcL
Publisher	The Quad-City Times

Description	Qty	Unit price	Amount
12/19/2024: Ordinance Notice	1	17.21	17.21
Subtotal			\$17.21
Tax			0.00
Amount paid			\$17.21

City of Davenport

Department: Police

Contact Info: Chief Bladel | 563-326-6133 |

Action / Date

1/22/2025

Subject:

Third Consideration: Ordinance to repeal and replace Section 10.16.070 entitled "Automated Traffic Enforcement" of the Municipal Code of Davenport, Iowa to incorporate updates outlined in State of Iowa Code § 321P. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Pursuant to new State law that was passed surrounding automated traffic enforcement ("ATE") and the requirements of the State "Setoff" law Chapter 421.65, the City of Davenport must update the Municipal Code to reflect these changes. Since changes were being made to reflect state law, staff also reorganized the Code to allow for better formatting and structure throughout this section of the Code.

Attachments:

1. Ordinance
2. ATE Code Updates

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE SECTION 10.16.070. ENTITLED "AUTOMATED TRAFFIC ENFORCEMENT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO INCORPORATE UPDATES OUTLINED IN STATE OF IOWA CODE § 321P.

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

Section 1. That Chapter 10.16.070 of the Municipal Code of Davenport, Iowa is hereby repealed and replaced with the following:

A. General.

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

B. Definitions.

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

C. Vehicle Owner Subject to Civil Fine for Automated Traffic Citations.

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

D. Notice of Automated Traffic Citations.

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

E. Penalty for Violations.

1. A civil fine of \$100 shall be imposed for any violation of subsection C1, which shall be payable to the City of Davenport at the City's finance department.
2. A civil fine, as listed in the table below, shall be imposed for any violation of subsection C2, which shall be payable to the City of Davenport at the City's finance department. Violations occurring in Construction Zones shall incur greater fines as indicated below.

Speed Over Limit	Civil Fine	If in Construction Zone
11 through 20 MPH	\$75	\$150
21 through 25 MPH	\$100	\$200
26 through 30 MPH	\$200	\$500
Over 30 MPH	\$500	\$1000

F. Challenging an Automated Traffic Citation.

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

G. Failure to Timely Pay or Challenge.

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

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

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

10.16.070. Automated traffic enforcement. [Ord. 2009-337 § 1; Ord. 2005-361; Ord. 2004-35]

A. General.

1. The City of Davenport's Automated Traffic Enforcement Program will comply with all requirements outlined in the State of Iowa Code § 321P.

~~1.2.~~ The City of Davenport, in accordance with the police powers authorized it by the state of Iowa for governing safe traffic flow, may deploy, erect or cause to have erected an automated traffic enforcement system for making video images of vehicles that fail to obey red light traffic signals or speed regulations at intersections or other locations in the city that result in critical traffic safety issues such as traffic collisions, or crashes resulting in serious injury or death. The system may be managed by a private contractor that owns and operates the requisite equipment with supervisory control vested in the City's police department. Video images shall be provided to the police department by the contractor for review. The police department will determine which vehicle owners are in violation of the City's traffic control ordinances and are to receive a notice of violation for the offense.

B. Definitions.

1. AUTOMATED TRAFFIC CITATION – Shall mean a notice of a traffic violation generated and affirmed through the automated traffic enforcement system.

~~1.2.~~ AUTOMATED TRAFFIC ENFORCEMENT SYSTEM – Shall mean an electronic system consisting of a ~~photographic, video, or electronic~~ camera or other optical device ~~and a to work in conjunction with a vehicle sensor or speed measuring device installed to work in conjunction with an~~ to produce a video or photograph that is then reviewed and approved by an officer from the local police department and/or a department employee to affirm a traffic violation occurred. ~~official traffic controller or police department employee to automatically produce photographs, video or digital images of each vehicle violating a standard traffic control device or speed restriction.~~

~~2.3.~~ VEHICLE OWNER – Shall mean the person ~~or entity identified by the Iowa Department of Transportation, or registered with any other state vehicle registration office, as the registered owner of a vehicle~~ who holds the legal title to a motor vehicle. However, if the motor vehicle is the subject of a security agreement with a right of possession in the debtor, the debtor is deemed the owner, or if the motor vehicle is leased as defined in Iowa Code § 321.493, the lessee is deemed the owner for this section.

C. Vehicle Owner Subject to Civil Fine for Automated Traffic CitationsOffense.

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

2. The vehicle owner shall be liable for a fine as imposed below if such vehicle travels at a speed above the posted speed limit.

3. A list of non-exclusive exemptions from liability under this Section are set forth below and shall not be considered violations for purposes of the Automated Traffic Enforcement System.

- a. The violation occurred after may be rebutted by a showing that a stolen vehicle report was made on the vehicle encompassing the time period in question or its state registration plates were reported to a law enforcement agency as stolen and were not yet recovered.
- b. The vehicle operator was issued a uniform traffic citation for the violation at issue pursuant to Davenport Municipal Code.
- c. The vehicle in question was an authorized emergency vehicle and/or otherwise was conducting official business.
- d. The reviewing officer inspecting the image determines that the vehicle in question entered the intersection to yield the right-of-way to an emergency vehicle.
- e. The reviewing officer or employee inspecting the image determines that the vehicle in question was lawfully participating in a funeral procession.
- f. The reviewing officer or employee inspecting the image determines that the image, in whole or in part, is unclear due to weather, obstruction, or poor image quality to such extent that rejection of the detected violation is warranted.
- g. The reviewing officer or employee inspecting the image is unable to determine which vehicle in the image triggered the automated system when more than one vehicle is present in the image.
- ~~a.h.~~ The foregoing list of exemptions shall not be construed as limiting the defenses available to challenge an Automated Traffic Citation or defend a municipal infraction.

~~3.4.~~ The citation will in no event be sent or reported to The Iowa Department of Transportation or similar department of any other state shall not consider the violation for purposes of driver's license sanctions, and an insurer shall not consider the violation for determination of an individual's automobile insurance rates for the purpose of being added to the vehicle owner's driving record.

D. Notice of Automated Traffic Citations.

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

D.E. Penalty for Violations and Appeal.

1. ~~The vehicle owner who receives a citation for a violation detected by a system may appeal the violation through the City of Davenport's appeal process and submit evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.~~
 - a. ~~As part of the appeal, the owner shall provide the name and address of the~~

~~person who was operating the motor vehicle at the time of the violation.~~

- b. ~~If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.~~

~~2.1.~~ A civil fine of \$100 shall be imposed for any violation of subsection C1, which shall be payable to ~~Any violation of subsection C1 above shall be considered a notice of violation for which a civil fine of \$100 shall be imposed, payable to the City of Davenport at the City's finance department.~~

~~3.2.~~ A civil fine, as listed in the table below, shall be imposed for any violation of subsection C2, which shall be payable to ~~Any violation of subsection C2 above shall be considered a notice of violation for which a civil fine as listed in the table below shall be imposed, payable to the City of Davenport at the City's finance department.~~ Violations occurring in Construction Zones shall incur greater fines as indicated below.

<u>Speed Over Limit</u>	<u>Civil Fine</u>	<u>If in Construction Zone</u>
<u>11 through 20 MPH</u>	<u>\$75</u>	<u>\$150</u>
<u>21 through 25 MPH</u>	<u>\$100</u>	<u>\$200</u>
<u>26 through 30 MPH</u>	<u>\$200</u>	<u>\$500</u>
<u>Over 30 MPH</u>	<u>\$500</u>	<u>\$1000</u>

F. Challenging an Automatic Traffic Citation.

1. The vehicle owner who receives a citation for a violation detected by the automated traffic enforcement system may appeal the violation through the Davenport Police Department and submit clear and convincing evidence that the vehicle owner was not operating the motor vehicle at the time of the violation.

a. As part of the appeal, the owner shall provide the name and address of the person who was operating the motor vehicle at the time of the violation.

b. If the appeal determines the vehicle owner was not operating the vehicle at the time of the violation, the citation issued to the vehicle owner may be amended and issued to the person identified as operating the vehicle.

2. A recipient of an automated traffic citation may dispute the citation by requesting an issuance of a municipal infraction citation by the police department.

a. Such request will result in a required court appearance by the recipient and in the scheduling of a trial before a judge or magistrate at the Scott County Courthouse.

~~a.b.~~ The issuance of a municipal infraction citation will cause the imposition of state mandated court costs to be which are added to the amount of the violation if in the event of a guilty finding by the court finds the recipient guilty.

G. Failure to Timely Pay or Challenge.

1. If a ~~A~~ recipient of a notice of violation who does not request the issuance of a municipal infraction citation to dispute the alleged violation by contested proceedings before a

judge or magistrate within the time specified ~~within by~~ the notice of violation, ~~the recipient~~ will be deemed to have waived his right to dispute the violation, and the violation will be admitted with the civil penalty being due and owing to the City.

- ~~4.2.~~ A notice of intent to default will be mailed to the recipient at least **10 days prior** to the deadline for contesting.
- ~~3.~~ If the recipient of an automated traffic citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the vehicle owner in accordance with City of Davenport Municipal Code Chapter 1.30.020 and Iowa Code § 364.22 ~~of the Code of Iowa~~, seeking judgment for the applicable civil fine ~~provided in § 313-12.4B and C~~, plus state-mandated filing fees, court costs, and any other administrative fees associated to the collection of the fine.
- ~~4.~~ If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment, together with interest as permitted by law.
- ~~5.~~ Collection of that judgment may include referral to the debt collection program as administered by the Iowa Department of Revenue.
- ~~5.6.~~ Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the vehicle owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

City of Davenport

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

Action / Date
1/22/2025

Subject:

Third Consideration: Ordinance amending Section 13.16.107 entitled "Rates – Amount" of the Municipal Code of Davenport, Iowa from \$6.31 to \$6.44 to \$6.56 per one hundred cubic feet of water use as determined by water meter readings, per bill rates for monthly commercial bills from \$24.08 to \$24.56 to \$25.05, per bill rates for monthly residential bills from \$12.96 to \$13.18 to \$13.40, per bill rates for quarterly residential bills from \$32.88 to \$33.53 to \$34.19, and per bill rates for quarterly commercial bills from \$32.38 to \$33.03 to \$33.69. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

The City has a fundamental responsibility to protect the health and property of its citizens. A key part of this mission is the establishment and upkeep of a reliable sanitary sewer system and the operation of the regional water pollution control plant. For over 40 years, sewer rates have generated the necessary funding to maintain this critical infrastructure. The rationale for using a fee-based system rather than property taxes is based on the principle that users should pay according to the service they consume. This structure is especially important for entities such as hospitals, colleges, and churches, which do not pay property taxes but still significantly use the system and derive substantial benefit from its services. Sewer fees, therefore, provide a fair and equitable way for all users to contribute to the cost of operation and system maintenance.

The City performs a sewer rate study annually to ensure revenues fully support the utility's operating and capital needs. The capital improvement program includes upgrades to the Water Pollution Control Plant and projects required by the City's consent order with the Iowa Department of Natural Resources (IDNR). These projects address critical system issues, including reducing stormwater inflow and infiltration, upgrading infrastructure, and ensuring compliance with stricter EPA and IDNR regulations.

The sewer rates are integral to funding several key projects outlined in the consent order. These projects are focused on eliminating all bypasses from the treatment facility, improving effluent quality to meet heightened environmental standards, and making essential upgrades to the sewer system. Specific initiatives include conducting system assessments, reducing the amount of groundwater, rainwater, and river water infiltrating the system, rehabilitating and replacing aging infrastructure, optimizing the water pollution control plant, providing flood protection for the Water Pollution Control Plant and the Compost facility, and future effluent disinfection upgrades to manage sewer flow better.

The rate increase will not affect customers who are exempt from sewer fees. The current eligibility criteria for exemption include individuals aged 65 and older and people with disabilities who meet the income threshold of \$25,328 or below.

Additionally, the City will continue funding its no-fault sewer backup reimbursement policy, which helps residents manage cleanup and prevent future backups. A nominal fee of \$0.50 included in residential customers' monthly or quarterly bills helps sustain this program. It has been an effective tool for assisting homeowners in addressing sewer backups and preventing future incidents.

This approach ensures the City can maintain a robust, environmentally compliant sewer system while keeping costs fair and manageable for all residents.

Attachments:

1. Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 13.16.107 ENTITLED "RATES – AMOUNT" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA FROM \$6.31 TO \$6.44 TO \$6.56 PER ONE HUNDRED CUBIC FEET OF WATER USE AS DETERMINED BY WATER METER READINGS, PER BILL RATES FOR MONTHLY COMMERCIAL BILLS FROM \$24.08 TO \$24.56 TO \$25.05, PER BILL RATES FOR MONTHLY RESIDENTIAL BILLS FROM \$12.96 TO \$13.18 TO \$13.40, PER BILL RATES FOR QUARTERLY RESIDENTIAL BILLS FROM \$32.88 TO \$33.53 TO \$34.19, AND PER BILL RATES FOR QUARTERLY COMMERCIAL BILLS FROM \$32.38 TO \$33.03 TO \$33.69.

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

Section 1. That Subsection 13.16.107(A) be and the same is hereby amended to read as follows:

4. Effective July 1, 2025: 644.00 cents per one hundred cubic feet of water use as determined by water meter readings.

Section 2. That Subsection 13.16.107(B) be and the same is hereby amended to read as follows:

4. Effective July 1, 2025
 - a. 2456.00 cents per bill for monthly billed commercial customers,
 - b. 1318.00 cents per bill for monthly billed residential customers,
 - c. 3353.00 cents per bill for quarterly commercial billed customers,
 - d. 3303.00 cents per bill for quarterly residential billed customers.

Section 3. That Subsection 13.16.107(A) be and the same is hereby amended to read as follows:

5. Effective July 1, 2027: 656.00 cents per one hundred cubic feet of water use as determined by water meter readings.

Section 4. That Subsection 13.16.107(B) be and the same is hereby amended to read as follows:

5. Effective July 1, 2027
 - a. 2505.00 cents per bill for monthly billed commercial customers,

- b. 1340.00 cents per bill for monthly billed residential customers,
- c. 3369.00 cents per bill for quarterly billed commercial customers,
- d. 3419.00 cents per bill for quarterly billed residential customers.

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 not illegal or void provisions.

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

EFFECTIVE DATE. Sections 1 and 2 of this ordinance shall be in full force and effective on July 1, 2025, and Sections 3 and 4 shall be in full force and effective on July 1, 2027 after its final passage and publication as by law provided.

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/22/2025

Subject:

Resolution adopting the Internal Revenue Service mileage rate to reimburse employees for use of a personal vehicle for City business. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Chapter 70A.9 of the Code of Iowa requires a local governing body to approve the mileage rate paid to employees who use their personal vehicle for City business/travel. The IRS increased the mileage rate from \$0.67 to \$0.70 effective January 1, 2025.

Attachments:

1. Resolution
2. IRS Announcement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION adopting the Internal Revenue Service mileage rate to reimburse employees for use of a personal vehicle for City business.

WHEREAS, Chapter 70A.9 of the Code of Iowa requires that the local governing body approve the mileage reimbursement rate paid to employees for the use of a personal vehicle for City business; and

WHEREAS, the Internal Revenue Service mileage rate increased to \$0.70 effective January 1, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Internal Revenue Service mileage rate to reimburse employees for use of a personal vehicle for City business is hereby adopted.

Passed and approved this 29th day of January, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

2025 Standard Mileage Rates

Notice 2025-5

SECTION 1. PURPOSE

This notice provides the optional 2025 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2025 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).¹

SECTION 2. BACKGROUND

Rev. Proc. 2019-46, 2019-49 I.R.B. 1301, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) and § 1.274-5, the amount of

¹ Unless otherwise specified, all “section” or “§” references are to sections of the Internal Revenue Code (Code) or the Income Tax Regulations (26 CFR part 1).

ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

Longstanding regulations under § 61 provide special valuation rules for employer-provided automobiles. The amount that must be included in the employee's income and wages for the personal use of an employer-provided automobile generally is determined by reference to the automobile's FMV. If an employer chooses to use a special valuation rule, the special value is treated as the FMV of the benefit for income tax and employment tax purposes. Section 1.61-21(b)(4). Two such special valuation rules, the fleet-average valuation rule and the vehicle cents-per-mile valuation rule, are set forth in § 1.61-21(d)(5)(v) and § 1.61-21(e), respectively. These two special valuation rules are subject to limitations, including that they may be used only in connection with automobiles having values that do not exceed a maximum amount set forth in the regulations.

SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses for 2025 is 70 cents per mile for all miles of business use (business standard mileage rate). See

section 4 of Rev. Proc. 2019-46. However, § 11045 of Public Law 115-97, 131. Stat. 2054 (December 22, 2017), commonly known as the Tax Cuts and Jobs Act (TCJA) suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid in whole or in part on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2024), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2024), and therefore may continue to use the business standard mileage rate.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2019-46.

The standard mileage rate for 2025 is unchanged from 2024 at 21 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g). See section 5 of Rev. Proc. 2019-46. Section 11049 of the TCJA suspends the deduction for moving

expenses for taxable years beginning after December 31, 2017, and before January 1, 2026. However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) applies, the standard mileage rate provided in this notice is not applicable for the use of an automobile as part of a move occurring during the suspension.

SECTION 4. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 26 cents per mile for 2021, 26 cents per mile for 2022, 28 cents per mile for 2023, and 30 cents per mile for 2024, and 33 cents per mile for 2025. See section 4.04 of Rev. Proc. 2019-46.

SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed \$61,200 for automobiles (including trucks and vans). See section 6.02(6) of Rev. Proc. 2019-46.

SECTION 6. MAXIMUM VALUE OF EMPLOYER-PROVIDED AUTOMOBILES

For purposes of the fleet-average valuation rule in § 1.61-21(d)(5)(v) and the vehicle cents-per-mile valuation rule in § 1.61-21(e), the maximum FMV of automobiles (including trucks and vans) first made available to employees in calendar year 2025 is \$61,200.

SECTION 7. EFFECTIVE DATE

This notice is effective for: (1) deductible transportation expenses paid or incurred on or after January 1, 2025; (2) mileage allowances or reimbursements paid to

a charitable volunteer or a member of the Armed Forces to whom § 217(g) applies: (a) on or after January 1, 2025, and (b) for transportation expenses the charitable volunteer or such member of the Armed Forces pays or incurs on or after January 1, 2025; and (3) for purposes of the maximum FMV of employer-provided automobiles for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile rule in § 1.61-21(e), automobiles first made available to employees for personal use on or after January 1, 2025.

SECTION 8. EFFECT ON OTHER DOCUMENTS

Notice 2024-08 is superseded.

DRAFTING INFORMATION

The principal author of this notice is Christian Lagorio of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice regarding the use of an employee-provided automobile, contact Mr. Lagorio at (202) 317-7005 (not a toll-free number). For further information on this notice regarding the use of an employer-provided automobile, contact Stephanie Caden of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), at (202) 317-4774 (not a toll-free number).

City of Davenport

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

Action / Date
1/22/2025

Subject:

Motion approving a three-year collective bargaining agreement between the City of Davenport and the Amalgamated Transit Union, Local No. 312 for the term July 1, 2025 through June 30, 2028. [All Wards]

Recommendation:

Pass the Motion

Background:

Pursuant to Chapter 20 of the Iowa Code, the City and the Union exchanged initial proposals and reached a tentative agreement on a new collective bargaining agreement on January 9, 2025, to cover the period of July 1, 2025 through June 30, 2028. The tentative agreement includes the following general wage increases (GWIs): 3.0% (July 1, 2025), 2.75% (July 1, 2026), and 2.75% (July 1, 2027). A summary of the tentative agreement is attached for review.

Attachments:

1. Transit Tentative Agreement

**TENTATIVE AGREEMENT
BETWEEN
CITY OF DAVENPORT, IOWA
AND
AMALGAMATED TRANSIT UNION LOCAL 312**

Package Deal

1) Article 6 – Discipline of Employees

Section 1. Employees **and the Union** shall be provided a copy of all disciplinary notices, discovery materials, or reports that are placed in their personnel file. In addition, employees will be informed of customer or citizen complaints that are made part of their file. An employee shall be permitted to inspect their own personnel file. If they wish to file a written statement with respect to any information contained therein, they may do so and said statement shall be made part of the file so long as the information they are responding to remains a part of the file. **Verbal reprimands and written reprimands may be removed from the personnel file upon written request of the employee after two (2) years with no further disciplinary actions.**

Section 2. The Employer will notify the employee or employees concerned of its intention to take disciplinary action within ~~five (5)~~ **seven (7)** working days, (excluding the day of the incident), of the Employer's becoming aware of an incident warranting discipline, etc.

Disciplinary action will be initiated within ~~five (5)~~ **seven (7)** working days of notification to take disciplinary action except in those cases that circumstances may require additional time. **The Employer will notify the Union and the employee in writing when such additional time is required.** Employees shall be notified of disciplinary action in writing, in person, and in a manner that respects the individual's right to reasonable privacy as a City employee. The employee and the union shall be provided with copies of all disciplinary actions that are placed in their file. However, upon the written request of the employee, the City will not provide the union with a copy.

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Section 4. The City shall provide a complete copy of all rules, regulations and Administrative Policies to each driver and the Union. The City shall maintain and update all copies. **The City shall submit changes in rules, regulations and orders to the Union no less than seven (7) calendar days prior to the effective date of such rule or regulation. If an emergency(s) would necessitate an immediate issuance of a rule, regulation or order, the Union shall be notified as soon as reasonably possible.**

Standard Operating Procedures and notices shall be signed, dated, and maintained in a binder at each of the Transit facilities. Temporary notices shall be signed and dated and will be in effect only for the period of time specified.

2) **Article 13 – Vacations**
Section 1. General

* * * *

(d) The Employer and the individual employees shall have mutual responsibility to cooperate in the scheduling of vacations, ~~bonus days~~ or holidays and may be required to reschedule the same. Any employee affected by such a callback or delay in using vacation, ~~bonus days~~, or holidays, shall be permitted to return to vacation status at the conclusion of the emergency or to reschedule the same to the earliest available opportunity, and "emergency" as used in this subsection (d) means:

Sudden, unexpected occurrence demanding immediate action, as determined by the Mayor or City Council, or their designated representative, which interrupts or is likely to interrupt Citywide Transit operations; and which cannot be accommodated by the shifting of available employees; and which necessitates the calling of employees who are on vacation, ~~bonus days~~, or holidays, or scheduled for such immediate leave. The Employer shall notify immediately the President of the Union or his designee of any such emergency, which necessitates a callback of employees from vacation, ~~bonus days~~, or holidays, or a delay in any such activity by employees.

Section 2. Request for Approval of Vacation.

(a) Between December 1 and 15 of each year, the Employer shall post the current seniority list for vacation sign up. Eligibility of employees shall be determined by the accrual of vacation hours earned by the conclusion of the vacation period requested. Each employee shall bid a vacation in accordance with their date of Department seniority. Employees may at their option substitute ~~personal, casual or bonus days~~ **floating holiday** for vacation days provided the vacation time is due to the employee. Vacations may be extended with prior approval from the Transit Manager provided the time is available.

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(h) ~~Single day off request shall not be submitted earlier than the first day of the current run pick for days off during the next run pick.~~ **Employees shall be allowed to request a single vacation day off beginning the first day of the prior bid. On the first day of the prior bid, seniority shall prevail in the event of multiple requests for the same day off; thereafter, requests shall be granted on a first come, first served basis.**

(i) Upon receiving permission from the ~~Dispatcher~~ **Transit Manager or designee**, any two employees of the Transit Department shall be permitted to cover the other's work. These agreements shall be arranged between the drivers and compensated between the drivers.

3) **Article 15 – Paid Leave**

Section 2. Employees shall be entitled to pay for the following:

(a) Legal Holidays.

(1) The following are recognized as holidays, provided further, that should any holiday fall on Sunday, the following day will be recognized as the holiday:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
Memorial Day	Employee's Birthday
<u>Juneteenth</u>	<u>Employee's Anniversary</u>
Independence Day	(date of employment)
Labor Day	3 Casual Days each fiscal year
Veteran's Day	<u>5 Floating Holidays each fiscal year</u>

Work on New Year's Day and Christmas Day will be on a voluntary basis. Any hours not volunteered for would be assigned in reverse seniority.

(2) All full-time employees other than temporary employees will be granted the holidays specified provided that they otherwise qualify under the terms of this Article. ~~In the event an employee's birthday or anniversary falls on a legal holiday, the employee may elect to take the birthday or anniversary day on another day by mutual agreement.~~

(b) (1) In addition to the ~~thirteen (13)~~ fourteen (14) holidays set out in subsection (a) above, each employee who has five (5) or less "miss-outs" (as defined in uniform work rules) during the fiscal year shall be entitled to a ~~personal bonus~~ floating holiday to be taken during the following fiscal year. Employees who use forty (40) hours or less of sick leave during the fiscal year shall be entitled to a ~~personal bonus~~ floating holiday to be taken during the following fiscal year.

(2) Probationary employees are eligible for ~~casual days~~ floating holidays dependent on their date of hire. However, they may not take same during the first four months of their employment. The following will determine if a new employee will receive ~~one or two casual days~~ two or three floating holidays. Employees hired prior to January 1 will be eligible for ~~two casual days~~ three (3) floating holidays and employees hired after January 1 will receive ~~one casual day~~ two (2) floating holidays.

(3) An employee shall forfeit his or her rights to payment for any such holiday if he or she has a miss-out or an unexcused absence on his or her last regular working day preceding, the day of, or the next regular working day following such holiday. An absence supported by a doctor's excuse (Medical Doctor (M.D.), Doctor of Osteopathic (D.O.), Physician's Assistant (P.A.), chiropractor, eye doctor, or dentist) shall be considered an excused absence. However, if an employee has an unexcused absence on the last regular day preceding such holiday or on the next regular day following such holiday, but nevertheless actually works on said day on a later run or shift, or he or she works on the courtesy board or extra board, he or she shall be entitled to payment for such holiday.

(4) Nothing herein shall be interpreted to abridge the employer's right to schedule employees for work on any Holiday. Employees required to work on New Year's Day, Martin Luther King Day, Veteran's Day, Independence Day and Christmas Day shall be paid at the rate of time and one-half, in addition to receiving holiday pay.

(5) ~~With prior approval of the Transit Manager, employees may schedule their birthday and anniversary day holiday at a time other than the actual date. If scheduling demands do not permit the time off, the employee may request payment for the holiday during the next pay period. Personal holidays that are not granted within 30 days from the birthday or anniversary because of scheduling difficulties, will be compensated for in full with the last pay period of the contract year in addition to casual or bonus days not used during the contract year.~~ Employees shall be allowed to request a single floating holiday day off beginning the first day of the prior bid. On the first day of the prior bid, seniority shall prevail in the event of multiple requests for the same day off; thereafter, requests shall be granted on a first come, first served basis.

(6) In addition to the above schedule, any other day that the Mayor of the City would designate by proclamation as a special holiday for all City employees, shall be considered a holiday for purposes of this Section.

~~(7) In the event of a conflict of scheduling a personal holiday, departmental seniority will control.~~

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(f) Jury Duty.

(1) It is the civic responsibility of employees to respond to calls for jury and other court service. Department heads shall release employees for jury duty ~~except in those instances where the public interest is better served by the employee remaining on duty. All exceptions to this policy must be approved by the Employer.~~

4) **Article 16 – Employee Insurance**

Section 1. Group Health Insurance.

(a) Health Insurance

The City will contribute to the cost of single and family health insurance costs.

Effective Date	Monthly EE Premium
1/1/2025	
<i>Single</i>	\$39.44
<i>EE+1</i>	\$69.02
<i>Family</i>	\$98.61
1/1/2026	
<i>Single</i>	\$39.44
<i>EE+1</i>	\$69.02
<i>Family</i>	\$98.61
1/1/2027	
<i>Single</i>	\$42.20
<i>EE+1</i>	\$73.85
<i>Family</i>	\$105.51

All coverages include a directed PPO with a 90/10 co-pay within the PPO and a 70/30 co-pay outside of the PPO. Tier I prescriptions will be subject to a five dollar (\$5) copay, Tier II will be subject to twenty dollar (\$20) copay and Tier III will be subject to a forty dollar (\$40) copay. **Effective January 1, 2026, Tier I prescriptions will be subject to a five dollar (\$5) copay, Tier II will be subject to twenty-five dollar (\$25) copay and Tier III will be subject to a forty-five dollar (\$45) copay.** A sufficient number of prescription cards shall be provided to each Union employee. An optional mail order plan is available for Prescription maintenance drugs - at 2x monthly copay for a 90 day supply. The prescription co-payment is not a covered expense under major medical. The City and the Union will jointly seek to implement cost containment measures regarding the cost of providing group insurance, including costs of medical, dental, optical and prescription services, to each employee in this Union. Both parties recognize and understand that the spiraling cost of the health insurance program needs to be curtailed. To effectuate this cost containment, a cost containment committee will be formed. The Union will appoint one representative to this committee. The committee shall meet on a regular basis and shall determine ways which they believe will effectively contain the cost of the medical, dental, optical and prescription services. The City shall review the recommendations of the Committee and determine which shall be implemented provided that no changes which are made shall breach any of the provisions of the terms of the applicable insurance contract language.

Coverage for dependents will be provided in accordance with applicable state law.

There will be a fifteen dollar (\$15) copay for chiropractic office visits. This fee will not go towards the out of pocket maximum or deductible.

Deductibles will be \$250 individual and \$500 for family per calendar year.

The maximum out of pocket will be \$1,000 individual and \$2,000 for family per calendar year, includes deductible for in-network services. The maximum out of pocket will be \$2,000 individual and \$4,000 for family per calendar year, includes deductible, for out-of-network services.

Except as otherwise provided by Federal or State law in effect from time to time, the lifetime maximum benefit under the health insurance plan shall be \$2,000,000.

Health and major medical coverage is more specifically described in Appendix E of this Agreement. Appendix E will be modified to reflect the revised provisions of this section.

Section 2. Dental Insurance.

The Employer shall continue the present dental insurance plan for employees and their dependents. The plan shall provide one hundred percent (100%) U.C.R. coverage for checkups and three (3) teeth cleaning per calendar year; eighty percent (80%) U.C.R. coverage for cavity repair, tooth extractions, root canals, high cost fillings, orthodontia, dentures and gum diseases.

The plan will specify a maximum deductible of Twenty-five Dollars (\$25.00) for single members, and Seventy-five Dollars (\$75.00) for family units. The maximum dental coverage will be ~~\$2,000~~ \$2,500 per member per calendar year.

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Section 13. Long Term Disability Insurance.

Each employee shall be provided long term disability insurance to age 65 which shall pay ~~60%~~ 70% of regular gross wages or a maximum benefit to equal 70% of regular gross wages when combined with all sources, during a period of continuing disability from work, after an initial elimination period of ninety calendar days.

5) Article 21 – Reduction in Personnel – Re-employment

Section 4.

Full Time employees subject to layoff (and dependents, if applicable) shall be allowed to remain on the City health, dental, and vision benefit plans for six (6) months at no cost to the employee.

Full Time employees who are offered re-employment to a Full Time Motor Coach Operator position within three (3) years of layoff will have his/her sick leave reinstated to their then current balance.

Full Time employees subject to layoff shall receive a severance payment of two (2) months of pay. The two months of pay will be calculated using the greater of 40 hours per week or the average hours worked from January – June of the current or preceding year, whichever is most recent, 2016 at the employee's straight hourly rate.

Full Time employees subject to layoff shall be offered the opportunity to participate at no cost in the Vocational Rehabilitation Employee Assessment program and in displaced employee out placement program, also at no cost.

Bonus days Floating holidays earned will be paid out upon layoff.

6) **Article 23 – Seniority – Motor Coach Operators**

Section 1. The Departmental Seniority of Motor Coach Operators employed after the effective date of this Agreement shall date from the hour and day that they first report for training as an extra Motor Coach Operator. Employment seniority shall date from the last date of continuous hire with the City of Davenport. In the event that more than one (1) Motor Coach Operator is employed on the same date and time, the person whose birthday is the earliest in the year shall receive seniority preference.

7) **Article 24 – Runs, Day off – Motor Coach Operators**

Section 3. A straight run is defined as a run so constructed as to be composed of continuous hours of pay time.

Split Run Assignment is a regularly assigned run so constructed as to be composed of two (2) or more assignments with an interval between such assignments. A minimum of sixty (60) percent of all regularly assigned runs shall be straight runs. Every effort will be made to retain as close as possible 60% of runs to be straight. But not less than 50% (with the approval of the union.) The percentage of straight runs herein provided may be reduced to provide additional regularly assigned runs by mutual agreement between the parties. Regularly assigned Sunday and holiday runs (except Veterans Day, Juneteenth and Martin Luther King Day), shall be straight runs consisting of not less than eight hours of pay time. Relief runs will not be included when figuring the percentage of straight runs.

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8) **Article 35 – Time Allowances**

Section 2. All regular Motor Coach Operators shall receive ~~one dollar and fifty cents (\$1.50)~~ two dollars (\$2.00) per hour for breaking-in students. This is to include any time that a Citibus Motor Coach Operator Trainee spends riding or driving a coach for training purposes.

9) **Article 36 – Wages, Rates, and Classifications Motor Coach Operators**

Section 1. See attached salary schedule with four (4) steps. ~~Retain steps.~~

Effective Date Percentage

07/01/2021	1.75%
04/01/2022	1.75%
07/01/2023	2.0%
04/01/2024	2.0%
<u>07/01/2025</u>	<u>3.0%</u>
<u>07/01/2026</u>	<u>2.75%</u>
<u>07/01/2027</u>	<u>2.75%</u>

Effective July 1, 2026, full-time employees ineligible for the step increase because they have reached the maximum rate for their respective classification will be provided a bonus payment on the last pay period in November based upon their years of service on the following January 1st as follows:

<u>Less than 7 years</u>	<u>None</u>
<u>7 through 9 years</u>	<u>\$150</u>
<u>10 through 14 years</u>	<u>\$300</u>
<u>15 through 19 years</u>	<u>\$450</u>
<u>20 years or more</u>	<u>\$600</u>

10) **Article 47 – Part-Time Operators**

Section 1. Part-time operators shall be covered under sections of this agreement dealing with probationary period, union membership, union representation, grievance procedure, and arbitration.

Section 15. Part-time operators shall be entitled to six (6) hours pay for the following holidays:

New Years Day	Thanksgiving Day
Martin Luther King, Jr. Day	Christmas Day
Memorial Day	Labor Day
<u>Juneteenth</u>	Veterans Day
Independence Day	
Easter (only when City provides Sunday service)	

11) Article 48 – Retirement Health Savings Plan

Effective July 1, 2017, the City will make available to full time operators a Retirement Health Savings Plan. The City will contribute to an individual plan 1% of the individual's annual income as defined by all regular hours worked. Effective July 1, 2025, the City will contribute to an individual plan 2% of the individual's annual income as defined by all regular hours worked.

12) Article 49 – Duration of Agreement

3-Year Agreement (covering July 1, 2025-June 30, 2028).

13) Appendix A – Salary Schedules

Update salary schedules to incorporate negotiated wage increase.

14) Appendix I – Juneteenth Holiday

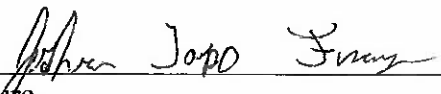
Delete Appendix I.

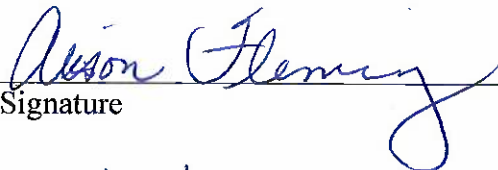
This tentative agreement is subject to ratification by both entities.

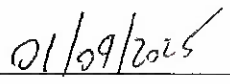
Principal Negotiators:

Amagamated Transit Unit, Local #312

City of Davenport


Signature


Signature


Date


Date