

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, April 23, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting minutes for April 9, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

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

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Riverfront Improvement Commission
-Dale Gilmour (new appointment | Eighth Ward)

B. Proclamations

1. National Community Development Week | April 21-25, 2025
2. Compost Awareness Week | May 4-10, 2025
3. Arbor Day | April 25, 2025
4. Provider Appreciation Day | May 9, 2025

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

1. Third Consideration: Ordinance for Case ROW25-01 being the request of the City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]

PLAN AND ZONING COMMISSION RECOMMENDS DENIAL

2. Resolution approving Change Order #1 in the amount of \$107,932 to Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging project, CIP #24035. [Ward 7]

XI. Approval of All Items on the Consent Agenda

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

1. Second Consideration: Ordinance amending Schedule XV Pedestrian Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing Fairmount Street at Buchanan School. [Ward 2]
2. Second Consideration: Ordinance amending Chapter 13.16 entitled "Wastewater Facilities" of the Municipal Code of Davenport, Iowa to revise local discharge limits. [All Wards]
3. First Consideration: Ordinance repealing and replacing Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport and to update language throughout for clarity. [All Wards]
4. Resolution approving Case F24-01 being the request of Klingner & Associates on behalf of LNL LLC for a final plat of Golf Course Heights Addition, a 1-lot subdivision on 3.15 acres located at 2718 Wisconsin Avenue. [Ward 1]
5. Resolution approving Case F24-02 being the request of Klingner & Associates on behalf of LNL LLC for a final plat of Locust View Addition, a 1-lot subdivision on 2.6 acres located at 5328 West Locust Street. [Ward 1]
6. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Quad Cities Bicycle Club; Quad Cities Criterium; Village of East Davenport; 5:00 a.m. - 9:00 p.m. Monday, May 26, 2025; **Closures:** Mound Street from East 11th Street to East 12th Street; East 12th Street/Fulton Avenue from Mound Street to Glenwood Avenue; Glenwood Avenue from Fulton Avenue to Hillcrest Avenue; Hillcrest Avenue from Glenwood Avenue to River Street; East 11th Street from Mound Street to River Street. [Ward 5]

Common Chord; Block Party; 129 Main Street; 8:00 a.m. - 11:30 p.m. Friday, June 6, 2025; **Closure:** West 2nd Street from Main Street to Brady Street. [Ward 3]

Cornbelt Running Club; Quad-City Times Bix 7 and Prairie Farms Quick Bix; Saturday, July 26, 2025 4:00 a.m. – 1:00 p.m. (unless otherwise noted); **Closures:** Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard from Brady Street to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road;

Middle Road from Kirkwood Boulevard to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive; East 4th St from Main Street to River Drive (East 4th Street from Pershing Avenue to River Drive closed beginning at 1:00 p.m. Friday, July 25); East 3rd Street from Main Street to River Drive (East 3rd Street from Iowa Street to River Drive closed beginning at 1:00 p.m. on Friday, July 25 to set up finish line); East 2nd Street from Main Street to Perry Street; East 15th Street from Brady Street to Perry Street; Perry Street from East 4th Street to East 15th Street; LeClaire Street from East 2nd Street to East 4th Street (beginning at 11:00 a.m. on Friday, July 25); Iowa Street from East 3rd Street to East 4th Street (beginning at 1:00 p.m. Friday, July 25); River Street from McClellan Boulevard to Hillcrest Avenue. [Wards 3 & 5]

7. Resolution accepting the sanitary sewer, storm sewer, and pavement associated with Seng Meadows 2nd Addition. [Ward 7]
8. Resolution accepting work completed under the West 13th Street (Hillendale Road to Lincoln Avenue) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$1,002,436.54, CIP #35062. [Wards 3 & 4]
9. Resolution accepting work completed under the Tremont Avenue (East 46th Street to East 53rd Street) Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$1,067,673.87, CIP #35061. [Ward 7]
10. Resolution accepting work completed under the Lorton Place Intersection (at Lombard Street and Lorton Avenue) Reconstruction project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$607,202.17, CIP #35062. [Ward 6]
11. Resolution awarding a contract for the East 53rd Street and Elmore Avenue Intersection Patching project to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$594,605, CIP #35061. [Ward 6]
12. Resolution awarding a contract for the Junior Theatre Renovation at Davenport Learning Center project to Bill Bruce Builders Inc of Eldridge, Iowa in the amount of \$352,000, CIP #64130. [Ward 7]
13. Resolution awarding a contract for the Engine #1 overhaul at the Water Pollution Control Plant to Altorfer Inc of Davenport, Iowa in the amount of \$283,812. [Ward 1]
14. Resolution awarding a contract for the Credit Island Causeway Repair project to Porter Brothers Construction of Rock Falls, Illinois in the amount of \$134,117.06, CIP #35061. [Ward 1]
15. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Torrey Pines Court Reconstruction project, CIP #35062. [Ward 6]
16. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 61st Street (Appomattox Road to Scott Street) Overlay project, CIP #35062. [Ward 8]

17. Resolution granting an underground electric easement on City-owned property located along the west side of Harrison Street south of West 35th Street (Parcels P1414-04A and P1414A12) to MidAmerican Energy Company. [Ward 7]
18. Resolution approving the purchase of a used semi-truck from GTG Peterbilt of Davenport, Iowa for an amount not to exceed \$140,000. [All Wards]
19. Resolution authorizing the submission of the FY 2026 Iowa Department of Transportation State Transit Assistance Program grant application in the approximate amount of \$580,928. [All Wards]
20. Resolution adopting the FY 2026 Operating Budget, FY 2026 Capital Improvement Budget, and the FY 2026 - FY 2031 Capital Improvement Plan. [All Wards]
21. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Duck Creek Park Improvements project. [Ward 6]
22. Motion approving noise variance requests on the listed dates and times for outdoor events.

Common Chord; Block Party; 129 Main Street; 5:00 p.m. - 10:30 p.m. Friday, June 6, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

German American Heritage Center & Museum; Best of the Wurst; 712 West 2nd Street; 12:00 p.m. - 4:00 p.m. Sunday, July 13, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

23. Motion approving beer and liquor license applications.

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

Ward 2

Casa Tequila Mexican Restaurant (Casa Tequila Mexican Restaurant, LLC) – 4908 North Pine Street – New License/Owner with Outdoor Area – License Type: Class C Liquor (On-Premises)

Kwik Stop (S&D, LLC) – 2308 West 53rd Street – New License – License Type: Class B Retail (Carry-Out)

Ward 3

Common Chord (Common Chord) - 131 West 2nd Street (Loading Dock) - New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

German American Heritage Center (German American Heritage Center) - 712 West 2nd Street (Parking Lot) – Temporary Outdoor Event July 9-13 - License Type: Special Class C Beer/Wine (On-Premises)

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

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

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

Ward 1

Family Dollar #21879 (Family Dollar Stores of Iowa, LLC) - 2378 Rockingham Road - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Lopiez Pizza (Lopez Curse, LLC) - 429 East 3rd Street #1 - License Type: Class C Liquor (On-Premises)

Mantra Indian Restaurant (Madan, LLC) - 220 North Harrison Street - License Type: Special Class C Beer/wine (On-Premises)

Ward 5

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

Grumpy's Saloon (2118-2120, In) - 2120 East 11th Street - License Type: Class C Liquor (On-Premises)

Rudy's Tacos (Larosa S A, Inc) - 2214 East 11th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Aldi Inc #80 (Aldi, Inc - Corporation) - 5262 Elmore Avenue - License Type: Class B Beer/Wine (Carry-Out)

Fresh Thyme Farmers Market (Lakes Venture, LLC) - 2130 East Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Homewood Suites (Davenport Lodging Group, LLC) - 4750 Progress Drive - License Type: Special Class C Beer/Wine (On-Premises)

Biaggi's Ristorante Italiano, LLC (Biaggi's Ristorante Italiano, LLC) - 5195 Utica Ridge Road - License Type: Class C Liquor (On-Premises)

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

Flavor Of India (Kita, LLC) - 2660 East 53rd Street - License Type: Class C Liquor (On-Premises)

Ward 7

Mo Brady's (DRC Ventures, Inc) - 4830 North Brady Street - License Type: Class C Liquor (On-Premises)

24. Motion directing staff to retain the services of a qualified firm to conduct a financial compliance audit for the current and any applicable previous contracts with Main Street Iowa, LLC. [Ward 3]

XII. Other Ordinances, Resolutions and Motions

XIII. Public with Business

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

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

XIV. Reports of City Officials

XV. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council Meeting minutes for April 9, 2025.

Action / Date

4/23/2025

Attachments:

1. 040925 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, April 9, 2025

The City Council of Davenport, Iowa met in regular session on Wednesday, April 9, 2025 at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Pro Tem Meginnis presiding and all Aldermen present (*In person:* Alderman R. Dunn, Alderman Kelly, Alderman Reinartz, Alderman Gripp, Alderwoman Meginnis, Alderwoman Newton, Alderman T. Dunn, Alderman Jobgen, and Alderwoman Burkholder; *Via telephone:* Alderwoman Lynch).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman Kelly

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

1. Approval of the City Council Special Meeting minutes for March 26, 2025.
2. Approval of the City Council Meeting minutes for March 26, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for April 2, 2025.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, April 2, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman R. Dunn. Upon the roll being called, all Aldermen were present (In person: R. Dunn, Meginnis, Reinartz, Gripp, Newton, Lynch, T. Dunn, Jobgen, and Burkholder; Via telephone: Kelly).

*The following Public Hearings were held: **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the Junior Theatre Renovation at Davenport Learning Center project, CIP #64130; 2. on the plans, specifications, form of contract, and estimate of cost for the Credit Island Causeway Repair project; 3. on the plans, specifications, form of contract, and estimate of cost for the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project, CIP #35062; and 4. on the plans, specifications, form of contract, and estimate of cost for the Newberry Street (Lincoln Court to North Pine Street) Reconstruction project, CIP #35062.*

*Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all the two items listed. On motion by Alderman Reinartz, second by Alderman R. Dunn item #1, Second Consideration: Ordinance for Case ROW25-01 being the request of the City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street, moved to the Discussion Agenda with a recommendation for denial by the Plan and Zoning Commission; item #2, Resolution approving Case F25-04 being the request of Des Moines Restorations LLC on behalf of Roederer Holdings LLC for a final plat of Hose Station 7 Parking, a 2-lot subdivision on 1.78 acres located at 430 Taylor Street, moved to the Consent Agenda; and item #3, Motion approving the appeal to overturn the Historic Preservation Commission's decision to deny Case COA24-20, a request for exterior alteration at the Paul and Mina Jannssen House, located within the Hamburg Local Landmark Historic District at 418 West 7th Street, Matthew Bevirt, Petitioner, moved to the*

*Discussion Agenda. City Council recessed for a break at 7:01 p.m. and reconvened at 7:10 p.m. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderman R. Dunn all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderwoman Meginnis all items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed all items listed. On motion by Alderwoman Lynch, second by Alderwoman Burkholder item #1, First Consideration: Ordinance providing for the sale and issuance of \$28,385,000 General Obligation Corporate Bonds, Series 2025, and for the levy of taxes to pay the same, moved to the Discussion Agenda with a staff recommendation for suspension of the rules and passage of second and third considerations; item #2, Resolution setting a Public Hearing on the FY 2026 Operating Budget, FY 2026 Capital Improvement Budget, and the FY 2026 - FY 2031 Capital Improvement Program, would be voted on later on the agenda; item #4, Resolution approving the allocation of the remaining American Rescue Plan Act (ARPA) Interest monies, moved to the Discussion Agenda; and all other items moved to the Consent Agenda.*

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

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

Resolution setting a Public Hearing on the FY 2026 Operating Budget, FY 2026 Capital Improvement Budget, and the FY 2026 - FY 2031 Capital Improvement Program [All Wards]

ADOPTED 2025-147

*Council adjourned at **7:41 p.m.***

VIII. Appointments, Proclamations, Etc.

A. Proclamations

ISSUED 2025-148

1. Earth Week | April 16-22, 2025
2. Work Zone Awareness Week | April 21-25, 2025

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

1. *On motion by Alderman Gripp, second by Alderman R. Dunn and all Aldermen present voting aye, the following Ordinance moved to third consideration.*

Second Consideration: Ordinance for Case ROW25-01 being the request of the City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]

MOVED TO THIRD CONSIDERATION

PLAN AND ZONING COMMISSION RECOMMENDS DENIAL

2. *A motion to amend the below Ordinance to reflect the results of the bond sale by inserting FHN Financial Capital Markets as the winning firm with a true interest cost of 4.6220% was moved by Alderman Gripp and seconded by Alderman R. Dunn. Upon the roll being called, all Aldermen present voted aye and the Ordinance was amended.*

On motion by Alderman Gripp, second by Alderman Reinartz and all Aldermen present voting aye, the Ordinance moved to second consideration as amended.

Per recommendation by staff to suspend the rules for passage of second and third considerations, a motion was moved by Alderman Gripp and seconded by Alderman Reinartz. Upon the roll being called, all Aldermen present voted aye and the rules were suspended.

On motion by Alderman R. Dunn, second by Alderman Gripp and all Aldermen present voting aye, the following Ordinance was adopted.

First Consideration: Ordinance providing for the sale and issuance of \$28,385,000 General Obligation Corporate Bonds, Series 2025, and for the levy of taxes to pay the same. [All Wards]

ADOPTED 2025-149

ORDINANCE NO. **2025-149**

An Ordinance providing for the sale and issuance of \$28,130,000 General Obligation Corporate Bonds, Series 2025, and for the levy of taxes to pay the same

WHEREAS, the City of Davenport (the “City”), in Scott County, Iowa, in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, and pursuant to notice duly published and a hearing held thereon on May 15, 2024, has proposed that it is in the best interest of the City that not to exceed \$31,000,000 General Obligation Corporate Bonds, Series 2025 (the “Series 2025 Bonds”) be authorized by the City to provide funds to pay costs in connection with making improvements to sanitary sewers, storm water drainage systems, waterway and flood control assets, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements; public transportation system improvements; and municipal economic development and housing projects (collectively, the “Projects”); and

WHEREAS, a preliminary official statement (the “Preliminary Official Statement”) has been prepared in connection with the sale of the Series 2025 Bonds, and the City Council has made provision for the approval of the Preliminary Official Statement and has authorized its use by PFM Financial Advisors LLC (the “Financial Advisor”), as municipal financial advisor to the City; and

WHEREAS, in order to pay the costs of the Projects set forth above, sealed bids for the purchase of the Series 2025 Bonds were received and canvassed on behalf of the City; and

WHEREAS, the Financial Advisor has reported that, upon review of all bids received for the purchase of the Series 2025 Bonds, the bid of FHN Financial Capital Markets, Memphis, Tennessee (the “Purchaser”) proposes the lowest interest cost to the City and the City should issue the Series 2025 Bonds in the principal amount of \$28,130,000; and

WHEREAS, it is necessary at this time to award the Series 2025 Bonds to the Purchaser and to adopt an ordinance (the “Ordinance”) to provide for the principal amount, interest rates and other terms of issuance of the Series 2025 Bonds and the levy of taxes to pay the same;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The bid referred to in the preamble hereof is hereby accepted, and the Series 2025 Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest.

Section 2. The form of agreement of sale of the Series 2025 Bonds is hereby approved, and the Mayor and Deputy City Clerk, or their designees, are hereby authorized to execute the same for and on behalf of the City. The Mayor and Deputy City Clerk, or their designees, are hereby authorized to execute on behalf of the City any documents necessary to carry out the purpose of this resolution and to effectuate the sale of the Series 2025 Bonds.

Section 3. The Series 2025 Bonds, dated May 13, 2025, in the denomination of \$5,000 each or any integral multiple thereof, are hereby authorized to be issued in the aggregate principal amount of \$28,130,000, and shall mature on June 1 in each of the years, in the respective principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2026	\$7,865,000	4.500%	2034	\$1,405,000	4.500%
2027	\$1,205,000	4.500%	2035	\$1,465,000	4.500%
2028	\$1,260,000	4.500%	2036	\$1,530,000	4.500 %
2029	\$1,315,000	4.500%	2037	\$1,595,000	4.625%
2030	\$1,375,000	4.500%	2038	\$1,670,000	4.625%
2031	\$1,230,000	4.500%	2039	\$1,750,000	4.750%
2032	\$1,285,000	4.500%	2040	\$1,835,000	4.875%
2033	\$1,345,000	4.500%			

Section 4. The CFO is hereby designated as the Bond Registrar and Paying Agent for the Series 2025 Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent”.

All of the interest on the Series 2025 Bonds is payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Payment of interest on the Series 2025 Bonds shall be made in lawful money of the United States of America to the registered owners appearing on the bond registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2025 Bond or Bonds at the office of the Paying Agent.

The City reserves the right to call for redemption prior to maturity the Series 2025 Bonds maturing in the years 2034 to 2040, inclusive, in whole or from time to time in part, in one or more units of \$5,000, on June 1, 2033, or on any date thereafter prior to and in any order of maturity (and within a maturity by lot), upon terms of par and accrued interest. If less than all of the Series 2025 Bonds of any like maturity are to be redeemed, the particular part of those Series 2025 Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2025 Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Series 2025 Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2025 Bond, a new bond or bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2025 Bond. Notice of such redemption as aforesaid identifying the bond or bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2025 Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2025 Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2025 Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

The Series 2025 Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the Deputy City Clerk, and shall be fully registered bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2025 Bonds shall cease to be such officer before the delivery of the Series 2025 Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

The Series 2025 Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Bond Registrar. Each Series 2025 Bond shall be transferable only upon the registration books of the City upon presentation to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2025 Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Series 2025 Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Bond Registrar.

Section 5. Notwithstanding anything above to the contrary, the Series 2025 Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2025 Bond for each maturity date, in aggregate principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2025 Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2025 Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2025 Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2025 Bonds.

Ownership interest in the Series 2025 Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2025 Bonds as nominees will not receive certificated Series 2025 Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2025 Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2025 Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for which they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for which the Participant acquires an interest in the Series 2025 Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2025 Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2025 Bonds acquired. Transfers of ownership interest in the Series 2025 Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2025 Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The form of the Series 2025 Bonds shall be substantially as follows:

(Form of Series 2025 Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF SCOTT
CITY OF DAVENPORT

GENERAL OBLIGATION CORPORATE BOND, SERIES 2025

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, 20__	May 13, 2025	238388 ____

The City of Davenport (the “City”), in Scott County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of the CFO, Davenport, Iowa (hereinafter referred to as the “Bond Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each

year, commencing December 1, 2025. Interest on this Bond is payable to the registered owner appearing on the bond registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a duly authorized series of General Obligation Corporate Bonds, Series 2025 (the "Series 2025 Bonds"), issued by the City in the aggregate principal amount of \$28,130,000, pursuant to and in strict compliance with the laws of the State of Iowa and the special Charter of the City, and all laws amendatory thereof and supplementary thereto, and in conformity with an ordinance (the "Ordinance") adopted by the City Council of the City providing for the issuance of the Series 2025 Bonds and for the levy of taxes to pay the same for the purpose of paying costs in connection with various improvements and projects in the City.

The City reserves the right to prepay part or all of the principal of the Series 2025 Bonds maturing in each of the years 2034 to 2040, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2025 Bonds of any like maturity are to be redeemed, the particular part of those Series 2025 Bonds to be redeemed shall be selected by the Registrar by lot.

The Series 2025 Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Series 2025 Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2025 Bond, a new bond or bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2025 Bond. Notice of such redemption as aforesaid identifying the bond or bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2025 Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purposes of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional, statutory or Charter limitations or provisions.

IN TESTIMONY WHEREOF, the City of Davenport, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its Deputy City Clerk, all as of May 13, 2025.

CITY OF DAVENPORT, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
Deputy City Clerk

Registration Date: (Registration Date)

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2025 Bonds described in the within-mentioned Ordinance.

By (DO NOT SIGN)
CFO

ABBREVIATIONS

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entirety	_____	
			(Custodian)	
JT TEN	-	as joint tenants with	As Custodian for	_____
		right of survivorship and	(Minor)	
		not as tenants in common	under Uniform Transfers to Minors Act	

			(State)	

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Series 2025 Bonds shall be executed as herein provided as soon after the adoption of this Ordinance as may be possible, and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to or upon the order of the Purchaser, upon confirmation of receipt by the Bond Registrar of the purchase price thereof, with accrued interest thereon, and all action heretofore taken in connection with the sale and award of the Series 2025 Bonds is hereby ratified and confirmed in all respects. The proceeds from the sale of the 2025 Bonds shall be used for the purposes identified in the preamble hereof, including the payment of costs of issuance of said Bonds.

Section 8. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Series 2025 Bonds as it falls due on December 1, 2025, and on each interest payment date thereafter to maturity, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the City in each of the years while the Series 2025 Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$9,210,247;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$2,132,263;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$2,133,038;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$2,131,338;

For collection in the fiscal year beginning July 1, 2029,

sufficient to produce the net annual sum of \$2,132,163;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$1,925,288;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$1,924,938;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$1,927,113;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$1,926,588;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$1,923,363;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$1,922,438;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$1,918,588;

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$1,919,819;

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of \$1,922,582; and

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of \$1,924,457.

Section 9. A certified copy of this Ordinance shall be filed with the County Auditor of Scott County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2025 Bonds hereby authorized and for no other purposes whatsoever. The amounts received by the City as accrued interest shall be deposited into such special account and used to pay interest due on the Series 2025 Bonds on the first interest payment date.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. The City has heretofore determined that certain revenues from special funds shall be available for retirement of that portion of the Series 2025 Bonds utilized to defray the costs of certain projects related to such funds. Therefore, such funds may be employed and used to the extent available from year to year for the payment of that portion of the principal of and interest on the Series 2025 Bonds which is applicable to that portion of the total Series 2025 Bond issue applicable to such fund. Each year while any of said Series 2025 Bonds remain outstanding and unpaid, such of said available funds in amounts sufficient to meet the interest on that portion of the Series 2025 Bonds applicable to such fund and to pay

the principal becoming due on such portion of the Series 2025 Bonds during each year may be used for that purpose, in accordance with the Series 2025 Bond Financing Plan on file with the CFO, and in that event, the tax hereinbefore provided for the payment of such interest and principal may be reduced by the amount so used. The Deputy City Clerk is hereby authorized and directed to certify to the County Auditor of Scott County as to the remission or reduction of said ad valorem tax so that said tax, to the extent such fund is actually available and set aside for such purpose, shall not be extended or entered upon the tax rolls for collection.

It is hereby declared to be the purpose and intent of the City to issue the Series 2025 Bonds hereby authorized as general municipal obligations, but at the same time permitting the use of such funds for the payment of the principal of and interest on that portion of the Series 2025 Bonds issued with respect to such funds.

Section 12. All funds held in any fund or account created or required to be maintained under the terms of this Ordinance shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds, or as may be otherwise required to comply with the rebate provisions of the Internal Revenue Code.

All interest received by the City as a result of investments under this section in excess of the amount, if any, required to be paid to the United States Government in order to comply with the rebate provisions of the Internal Revenue Code, shall be deposited into or transferred to the Debt Service Fund subaccount referred to herein and used solely and only for the purpose of paying principal of and/or interest on the Series 2025 Bonds. The City hereby covenants and agrees that no such investment shall ever be made so as to cause the interest on the Series 2025 Bonds to become taxable as “arbitrage bonds” pursuant to the provisions of Section 148 of the Internal Revenue Code.

Section 13. The Securities and Exchange Commission has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Series 2025 Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. It is the intention of the City that interest on the Series 2025 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2025 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 15. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Adopted 4/9/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

3. A motion was moved by Alderwoman Newton to include an allocation of \$75,000 for Center for Active Seniors, Inc (CASI), and to further amend the \$20,000 allocation for Project Now by adding the following language: "contingent on Project Now operating an overnight shelter in Rock Island County for the 2025/26 winter" for the below Resolution. The motion was seconded by Alderman Jobgen. Upon the roll being called, all Aldermen present voted aye and the amendment was approved.

A motion was moved by Alderman R. Dunn to add an allocation of \$110,000, or \$10,000 per elected official, for the Community Improvement and Support Program for elected officials to use at their discretion to best serve their wards, constituents, and the organizations they serve. The motion was seconded by Alderman Gripp. Upon the roll being called, all Aldermen present voted aye and the amendment was approved.

On motion by Alderman Gripp, second by Alderman Jobgen and all Aldermen present voting aye, the following Resolution was adopted as amended.

Resolution approving the allocation of the remaining American Rescue Plan Act (ARPA) Interest monies. [All Wards] **ADOPTED 2025-150**

4. A motion to postpone the below Motion for one cycle was moved by Alderman Jobgen and seconded by Alderman Gripp. Upon the roll being called, the following Alderman voted aye: Gripp, R. Dunn, and Jobgen; the following Aldermen voted nay: Reinartz, Newton, Kelly, Burkholder, T. Dunn, and Lynch; and Alderwoman Meginnis abstained, and the motion to postpone failed.

On motion by Alderman Gripp, second by Alderman Jobgen and all Aldermen present voting nay with Alderwoman Meginnis abstaining, the following Motion failed.

Motion approving the appeal to overturn the Historic Preservation Commission's decision to deny Case COA24-20, a request for exterior alteration at the Paul and Mina Jannssen House, located within the Hamburg Local Landmark Historic District at 418 West 7th Street, Matthew Bevirt, Petitioner. [Ward 3] **FAILED**

XI. Approval of All Items on the Consent Agenda

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

1. Third Consideration: Ordinance amending Chapter 10.68 entitled "Miscellaneous Rules" of the Municipal Code of Davenport, Iowa by adding thereto definitions and restrictions on the use of motorcycles and motorized bicycles on public sidewalks. [All Wards] **ADOPTED 2025-151**

ORDINANCE NO. **2025-151**

AN ORDINANCE AMENDING CHAPTER 10.68 ENTITLED "MISCELLANEOUS RULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING THERETO DEFINITIONS AND RESTRICTIONS ON THE USE OF MOTORCYCLES AND MOTORIZED BICYCLES ON PUBLIC SIDEWALKS.

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

Section 1. That Chapter 10.68 entitled "Miscellaneous Rules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add thereto a new Subsection 10.68.240(B) to read as follows and re-letter subsequent items accordingly (beginning with the current Subsection B. Riders.):

10.68.240 Motorcycles and motorized bicycles.

B. Definitions

1. Motorcycle - An unenclosed motor vehicle having a saddle for the use of the operator and with two or three wheels in contact with the ground, including, but not limited to, motor scooters, minibikes, and dirt bikes.
2. Motorized bicycle - A bicycle that is equipped with a gas-powered engine, or a Class 4 electric bicycle (a bicycle equipped with a motor that is over 750 Watts, has pedal assist or throttle only capabilities, and can exceed 28 mph while either pedal assist or throttle are engaged).

Section 2. That Chapter 10.68 entitled "Miscellaneous Rules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add thereto a new Subsection 10.68.240(K) to read as follows:

10.68.240 Motorcycles and motorized bicycles.

K. No person shall ride a motorized bicycle or motorcycle upon the sidewalk within the City.

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

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

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

Adopted 4/9/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Third Consideration: Ordinance amending Chapter 10.84 entitled "Bicycles" of the Municipal Code of Davenport, Iowa by changing the title to "Bicycles and Motorized Micromobility Devices", adding thereto a new section with definitions and a new section regarding riding on multi-use paths/trails, and including regulations and restrictions for electric bikes (e-bikes) on public sidewalks. [All Wards]

ADOPTED 2025-152

ORDINANCE NO. 2025-152

AN ORDINANCE AMENDING CHAPTER 10.84 ENTITLED "BICYCLES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY CHANGING THE TITLE TO "BICYCLES AND MOTORIZED MICROMOBILITY DEVICES", ADDING THERETO A NEW SECTION WITH DEFINITIONS AND A NEW SECTION REGARDING RIDING ON MULTI-USE PATHS/TRAILS, AND INCLUDING REGULATIONS AND RESTRICTIONS FOR ELECTRIC BIKES (E-BIKES) ON PUBLIC SIDEWALKS.

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

Section 1. That Chapter 10.84 entitled "Bicycles" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to be retitled "Bicycles and Motorized Micromobility Devices".

Section 2. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding thereto a new Section 10.84.010 to read as follows and renumbering all subsequent sections accordingly:

10.84.010 Definitions.

A. "Bicycle" is defined as either of the following:

- a. A device having two wheels and having at least one saddle or seat for the use of a rider which is propelled by human power.

- b. A device having two or three wheels with fully operable pedals and an electric motor of less than seven hundred fifty watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than twenty miles per hour (i.e. electric bike, or e-bike).
- B. "Motorized Micromobility Device" means any device meant to carry one rider or operator and that is not required to be licensed or registered by the State of Iowa. Motorized micromobility devices are propelled by an electric motor of less than seven hundred and fifty watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than twenty miles per hour. Motorized micromobility devices include, but are not limited to, electric unicycles, electric stand-up scooters, Segways, or motorized skateboards. This definition does not include the use of ADA compliant power assisted devices intended for personal transport.
- C. "Sidewalk" under this Chapter is defined any paved or unpaved path designated for pedestrian use that runs parallel to a roadway or through a public space and is less than 8ft. in width.
- D. "Multi-use Path" also known as a "Trail" under this Chapter is defined as a path designed for shared use by pedestrians, cyclists, and other non-motorized users, which includes e-bikes and motorized micromobility devices.

Section 3. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.060 Riding on sidewalks.

- A. No person shall ride a bicycle or motorized micro mobility device upon the sidewalk in the commercial district within the City, unless signs authorized by the traffic engineer specifically designate a sidewalk for bicycle use.
- B. Outside of the Commercial District, Pedestrians upon sidewalks shall have the right-of-way at all times over persons using or operating bicycles or motorized micromobility device upon any sidewalk. Any person using or operating bicycles or motorized micromobility device upon any sidewalk shall turn off the sidewalk at all times when meeting or passing pedestrians and shall give an appropriate warning of their approach, either by bell, horn, or oral warning.
- C. All bicycles or micromobility devices allowed on sidewalks outside of the commercial district shall not exceed 10 mph and Class 1, 2, and 3 E-bikes must be ridden in pedal assist mode when upon a sidewalk.
- D. Class 4 E-bikes, as defined in Section 10.68.240, are not permitted on any City sidewalk.

Section 4. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding thereto a new Section 10.84.065 to read as follows:

10.84.065. Riding on Multi-Use Paths/Trails

- A. Yielding to Pedestrians:
 - a. All bicycles and motorized micromobility device operators must yield the right-of-way to pedestrians on multi-use paths.
 - b. When approaching a pedestrian from behind, the operator must slow to a reasonable and safe speed to prevent startling or endangering the pedestrian.
- B. Audible Warning Requirement:
 - a. Bicycle and motorized micromobility device operators must provide an audible signal, such as a bell or verbal warning (e.g., "On your left"), when overtaking and passing a pedestrian.
 - b. The warning must be given at a sufficient distance to allow the pedestrian time to react.
- C. Safe Passing Distance:
 - a. Bicycle and motorized micromobility device operators must maintain a minimum safe distance of

three feet when passing a pedestrian or come to a near stop if such a distance is not feasible.

D. Speed Limit When Near Pedestrians:

- a. Bicycle and motorized micromobility device must reduce their speed to **no more than 10 mph** when within **30 feet** of a pedestrian.
- b. If the multi-use path is congested or visibility is limited, operators must travel at walking speed until it is safe to pass.

E. Prohibited Behavior:

- a. Bicycle and motorized micromobility device operators may not weave between pedestrians in a reckless manner.
- b. Sudden braking or acceleration near pedestrians that could cause alarm or a hazardous situation is prohibited.

F. Lights and Visibility:

- a. During low-light conditions or nighttime, bicycle and motorized micromobility device operators must use front and rear lights or reflectors to ensure visibility to pedestrians.

Section 5. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.070 Clinging to moving vehicles prohibited.

No person traveling upon any bicycle, motorcycle, coaster, sled, roller skates, motorized micromobility device, or any toy vehicle shall cling to or attach their vehicle to any other moving vehicle upon any roadway or bikeway.

Section 6. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.080 Carrying excessive number of passengers unlawful.

It is unlawful for passengers in excess of that number for which the bicycle or motorized micromobility device was patently designed to ride a bicycle; except, that infants may be carried in a suitable and proper seat if such seat allows the operator to have both hands free to operate the bicycle or motorized micromobility device.

Section 7. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.090 Careless riding prohibited.

No person shall, within the City, ride a bicycle or motorized micromobility device, in a zigzagging manner or by weaving in and out through traffic or by stunting, or at such speed that he shall not be able to bring the same to a stop within the assured clear distance ahead, or otherwise with disregard of his safety or the safety of others.

Section 8. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.100 Single-file riding.

Bicycles and motorized micromobility devices, shall be ridden single file in business districts and upon sidewalks where permitted, but may be ridden not over two abreast elsewhere. Bicycles and motorized micromobility devices shall be operated as near the right curb as is safely practicable, except for turning movements or where bike lanes designate otherwise.

Section 9. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.110 Observance of traffic rules required.

- A. All persons riding bicycles or motorized micromobility device, upon any street or sidewalk within the City shall observe all traffic ordinances and rules as to traffic lights and highway stop signs and shall signal any

change of direction or course of travel in the same manner as such signals are required under the law governing the use by motor vehicles, and shall not turn to the right or left in traffic except at regular intersections of streets, alleys, or driveways.

- B. All persons riding a bicycle or motorized micromobility device upon any street, sidewalk, or bike lane within the City shall observe all ordinances and rules as to traffic limits and shall make full and complete stops at official stop signs.
- C. In addition, said bicycles and motorized micromobility devices shall be subject to the provisions of ordinances applicable to the driver of a motor vehicle except as to those provisions which by their very nature can have no application.

Section 10. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.120 Motor vehicles in bicycle lanes, paths, and parking areas unlawful.

It is unlawful for any person to drive any type of motorized bicycle or motor vehicle in a designated bicycle path, lane, or parking area or park any motorized bicycle or motor vehicle in such a path, lane, or parking area. No person shall cross a bicycle lane except after giving the right-of-way to all bicycles and motorized micromobility devices within the lane.

Section 11. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.130 Manner of parking restricted.

It is unlawful for any person to park a bicycle or motorized micromobility device in such a manner as to unreasonably obstruct pedestrian or motor vehicle traffic.

Section 12. That Chapter 10.84 entitled "Bicycles and Motorized Micromobility Devices" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

10.84.140 Violation — Penalty.

If any person operates a bicycle or motorized micromobility device in violation of any of the provisions of this chapter or in violation of any of the provisions of the traffic laws of the state applicable to the operation of bicycles or motorized micromobility devices, then the license for the bicycle so operated shall be suspended, without regard to ownership of such bicycle, and such bicycle or motorized micromobility device shall be impounded by the police department of the City, both such suspension and impounding to be for any period of days not to exceed 30 under orders of the chief of police. If any person violates any of the provisions of this chapter or of the traffic laws of the state applicable to the operation of bicycles or motorized micromobility devices he shall, upon conviction thereof, be punished by imprisonment not to exceed 30 days or by a fine not to exceed \$100.

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

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

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

Adopted 4/9/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

3. First Consideration: Ordinance amending Schedule XV Pedestrian Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing Fairmount Street at Buchanan School. [Ward 2] **MOVED TO SECOND CONSIDERATION**

4. First Consideration: Ordinance amending Chapter 13.16 entitled "Wastewater Facilities" of the Municipal Code of Davenport, Iowa to revise local discharge limits. [All Wards]

MOVED TO SECOND CONSIDERATION

5. Resolution approving Case F25-04 being the request of Des Moines Restorations LLC on behalf of Roederer Holdings LLC for a final plat of Hose Station 7 Parking, a 2-lot subdivision on 1.78 acres located at 430 Taylor Street. [Ward 3]

ADOPTED 2025-153

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

ADOPTED 2025-154

Village of East Davenport Business Association; Village Hops; Village of East Davenport; 12:00 p.m. - 8:00 p.m. Saturday, June 14, 2025; **Closures**: East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley; Jersey Ridge Road from East 11th Street north to the alley. [Ward 5]

Cornbelt Running Club; Arconic Jr Bix; Downtown; 12:00 p.m. - 9:00 p.m. Friday, July 25, 2025; **Closures**: East 4th Street from Pershing Avenue to River Drive; East 3rd Street from Iowa Street to River Drive; Iowa and LeClaire Streets from 3rd Street to 4th Street. [Ward 3]

7. Resolution accepting work completed under the CY 2024 ADA Ramp Program project by C-2 Creative Concrete of DeKalb, Illinois in the amount of \$307,034.12, CIP #28024. [All Wards]

ADOPTED 2025-155

8. Resolution accepting work completed under the CY 2024 Sidewalk Program by C-2 Creative Concrete of DeKalb, Illinois in the amount of \$146,955.13, CIP #28028. [All Wards]

ADOPTED 2025-156

9. Resolution awarding a contract for the Grand Avenue (East Locust Street to East 29th Street) Resurfacing project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$868,500.54, CIP #35061. [Ward 5]

ADOPTED 2025-157

10. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Junior Theatre Renovation at Davenport Learning Center project, CIP #64130. [Ward 7]

ADOPTED 2025-158

11. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Credit Island Causeway Repair project. [Ward 1]

ADOPTED 2025-159

12. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project, CIP #35062. [Ward 7]

ADOPTED 2025-160

13. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Newberry Street (Lincoln Court to North Pine Street) Reconstruction project, CIP #35062. [Ward 3]

ADOPTED 2025-161

14. Resolution setting a Public Hearing on granting an underground electric easement on City-owned property located along the west side of Harrison Street south of West 35th Street (Parcels P1414-04A and P1414A12) to MidAmerican Energy Company. [Ward 7] **ADOPTED 2025-162**

15. Resolution setting a Public Hearing on amending the FY 2025 Operating and Capital Improvement Budgets. [All Wards] **ADOPTED 2025-163**

16. Resolution approving nine 2025 Open Prairie/Forest Cover property tax exemptions. [Wards 1, 2, 6, & 8] **ADOPTED 2025-164**

17. Resolution approving a Memorandum of Understanding between the Downtown Davenport Partnership, City of Davenport, and City of Rock Island to allow for the continuation of an effective event model for Red, White & Boom through a collaborative policy, programming, and funding approach. [Ward 3] **ADOPTED 2025-165**

18. Motion approving noise variance requests on the listed dates and times for outdoor events. **PASSED 2025-166**

Village of East Davenport Business Association; Village Hops; Village of East Davenport; 2:00 p.m. - 6:00 p.m. Saturday, June 14, 2025; Outdoor music/band, over 50 dBA. [Ward 5]

City of Davenport; Party in the Park; various locations; 5:30 p.m. - 7:30 p.m. Thursday, June 12, 2025 | Cork Hill; Thursday, June 26, 2025 | Goose Creek; Thursday, July 17, 2025 | Fejervary; and Thursday, August 7, 2025 | Credit Island; Outdoor music, over 50 dBA. [Wards 1, 3, 4, & 8]

19. Motion approving beer and liquor license applications. **PASSED 2025-167**

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

Ward 2

SNS Mart (Sleesha Mini Mart, LLC) - 1715 West Kimberly Road – New License/Owner - License Type: Class B Beer/Wine (Carry-Out)

Ward 4

California Burritos (Prime Partners, LLC) - 2618 West Locust Street – New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

The Gypsy Highway Bar and Grill (The Gypsy Highway Corp) – 5320 Corporate Park Drive – Temporary Outdoor Area May 14, June 11, July 9, August 13 – License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Assumption High School (Assumption High School) - 1020 West Central Park Avenue – Temporary License April 25 - License Type: Class C Retail Alcohol License

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

Ward 1

QC Marts (Bethany Enterprises, Inc) - 2747 Rockingham Road - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Cru 221 (Cru 221, LLC) - 221 Brady Street - License Type: Class C Liquor (On-Premises)

Golden Mart (Golden Mart, Inc) - 1026 West River Drive - License Type: Class E Liquor (Carry-Out)

Ward 5

11th St Precinct Bar and Grill, The (Carpe Diem I, LLC) - 2108 East 11th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Lotus Asian Bistro (Double Chen Holdings, Inc) - 589 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 8

QC Marts (Bethany Enterprises, Inc) - 6807 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

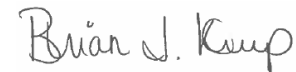
20. Motion awarding a contract for the East 32nd Street (Fernwood Avenue to Fernwood Court) PCC Patching project to Americore LLC of Muscatine, Iowa in the amount of \$93,358, CIP #35062. [Ward 6] **PASSED 2025-168**

XII. Other Ordinances, Resolutions and Motions

XIII. Public with Business

XIV. Reports of City Officials

XV. Adjourn **6:57 p.m.**



Brian J. Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

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

Action / Date

4/23/2025

Attachments:

1. 041625 Committee of the Whole Report

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

The following Public Hearings were held: **Public Works**: 1. on the plans, specifications, form of contract, and estimate of cost for the Torrey Pines Court Reconstruction project, CIP #35062; 2. on the plans, specifications, form of contract, and estimate of cost for the West 61st Street (Appomattox Road to Scott Street) Overlay project, CIP #35062; and 3. on granting an underground electric easement on City-owned property located along the west side of Harrison Street south of West 35th Street (Parcels P1414-04A and P1414A12) to MidAmerican Energy Company. **Finance**: 1. on the FY 2026 Operating Budget, FY 2026 Capital Improvement Budget, and FY 2026 - FY 2031 Capital Improvement Plan; and 2. on the plans, specifications, form of contract, and estimate of cost for the Duck Creek Park Improvements project.

The following Proclamations were issued: Fair Housing Month | April 2025; Autism Awareness Month | April 2025; and National Small Business Week | May 4-10, 2025, **2025-169**.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development**: Alderman Gripp reviewed all items listed. On motion by Alderman Reinartz, second by Alderman R. Dunn item #1, Third Consideration: Ordinance for Case ROW25-01 being the request of the City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street, moved to the Discussion Agenda with a recommendation for denial from the Plan and Zoning Commission and all other items moved to the Consent Agenda. **Public Safety**: Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderwoman Burkholder all items moved to the Consent Agenda. **Public Works**: Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Jobgen item #6, Resolution approving Change Order #1 in the amount of \$107,932 to Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging project, CIP #24035, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Finance**: Alderwoman Newton reviewed all items listed. On motion by Alderwoman Burkholder, second by Alderman R. Dunn all items moved to the Consent Agenda.

Council adjourned at **6:12 p.m.**

City of Davenport

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

Action / Date
4/23/2025

Subject:
Riverfront Improvement Commission
-Dale Gilmour (new appointment | Eighth Ward)

Background:
Dale Gilmour is a new appointment to the Riverfront Improvement Commission as the Eighth Ward representative. Term dates for this appointment will be May 1, 2025 - April 30, 2031.

Attachments:
None

City of Davenport

Department: Office of the Mayor

Contact Info: Brian Krup | 563-326-6163

Action / Date

4/23/2025

Subject:

National Community Development Week | April 21-25, 2025

City of Davenport

Department: Office of the Mayor

Contact Info: Brian Krup | 563-326-6163

Action / Date

4/23/2025

Subject:

Compost Awareness Week | May 4-10, 2025

City of Davenport

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

Action / Date
4/23/2025

Subject:
Arbor Day | April 25, 2025

City of Davenport

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

Action / Date
4/23/2025

Subject:
Provider Appreciation Day | May 9, 2025

City of Davenport

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

Action / Date
4/23/2025

Subject:

Third Consideration: Ordinance for Case ROW25-01 being the request of the City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]

PLAN AND ZONING COMMISSION RECOMMENDS DENIAL

Recommendation:

Consider the Ordinance.

Background:

The City of Davenport is requesting a partial vacation of the east-west alley connecting Belle Avenue to Duggleby Street. The existing 20-foot-wide alley is unimproved. A legal description has been submitted for review. The area for proposed vacation is approximately 8,840 square feet (.2 acres).

At its February 18, 2025 meeting, the Plan and Zoning Commission recommended Case ROW25-01 be forwarded to the City Council with a recommendation for denial. The motion to approve Case ROW25-01 failed by a roll call vote (1-8).

The staff report from the February 18, 2025 Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Staff Report-Plan & Zoning Commission
3. Application
4. Maps
5. Public Notice-Committee of the Whole
6. Public Notice-Plan & Zoning Commission
7. Public Comments in Favor of Request 2-3-25
8. Public Comments in Opposition of Request 2-3-25

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ROW25-01 BEING THE REQUEST OF THE CITY OF DAVENPORT, IOWA TO VACATE A PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED NORTH OF LOCUST STREET BETWEEN BELLE AVENUE AND DUGGLEBY STREET.

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

Section 1. The following described units of Scott County, Iowa real estate are hereby vacated (abandoned). The property has the following legal description:

Part of Block 2, J.S. Thomas Subdivision, City of Davenport, Scott County, Iowa, more particularly described as follows:

The eastern 442.00 feet of the 20.00 foot wide alley in Block 2 of said subdivision, containing 8,840 square feet, more or less.

Section 2. At its February 18, 2025 meeting, the Plan and Zoning Commission recommended Case ROW25-01 be forwarded to the City Council with a recommendation for denial. The motion to approve Case ROW25-01 failed by a roll call vote (1-8).

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

Action / Date
2/18/2025

Subject:

Case ROW25-01: Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street in Case ROW25-01 to the City Council with a recommendation for approval, subject to the following condition:

Findings:

1. Alley right-of-way is not needed for a public purpose.
2. The City of Davenport did not improve the alley. The City has no intention to improve the public alley.
3. There are multiple property owners that may have an interest in the vacated right-of-way.
4. Careful consideration is necessary for the conveyance of the vacated right-of-way.
5. Easements are in place to access existing sewer infrastructure.
6. Accident history from 2014 to present for the immediate area does not show a safety issue.

Condition:

1. Upon vacation of the subject right-of-way, the land shall continue to function in its current state until the conveyance process is completed.

Background:

At the February 4, 2025 Plan & Zoning Commission meeting, the Commission voted to table Case ROW25-01 until the February 18, 2025 meeting to allow City Staff time to answer questions related to visibility at the driveway of 2342 E Locust Street due to the retaining wall and pedestrian and vehicular traffic on Locust Street. Items 1-4 under Technical Review have been updated with additional information.

The City of Davenport is requesting a partial vacation of the east-west alley connecting Belle Avenue to Duggleby Street. The existing 20 foot wide alley is unimproved.

A legal description has been submitted for review. The area for proposed vacation is approximately 8,840 square feet (.2 acres).

The vacation of public right-of-way is a two step process:

1. Determine if the right-of-way is needed for public purposes.
2. Negotiate and determine terms of conveyance to adjacent property owners. (No Plan and Zoning Commission action is required.)

Comprehensive Plan:

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

Abutting Future Land Use Designation:

The abutting properties are designated Residential General in the Davenport +2035 Future Land Use Map. The properties along Locust Street are also located within the Urban Corridor Overlay.

1. **Residential General (RG)** - Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.
2. **Urban Corridor (UC)** - Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.

Abutting Zoning:

The abutting properties are zoned R-4C Single-Family and Two-Family Central Residential District and R-MF Multi-Family Residential District.

1. The **R-4C Single-Family and Two-Family Central Residential Zoning District** is intended to preserve and protect Davenport's dense, centrally located, established urban residential neighborhoods. Standards of the R-4C District are intended to ensure that new development is complementary to the existing developed character of these neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-4C District.
2. The **R-MF Multi-Family Residential Zoning District** is intended to accommodate a high density neighborhood environment characterized by a mixture of housing types including semi-detached dwellings, two-family dwellings, townhomes and multi-family dwellings. Limited non-residential uses that are compatible with the surrounding

residential neighborhoods may be permitted in the R-MF District.

Technical Review:

The following technical review comments were received from City Departments and Utility Companies:

1. Streets: If vacated, all abutting properties will maintain frontage along a public street. A review of traffic accident reports from 2014 to present did not indicate a safety hazard. According to the Iowa Department of Transportation, there are 17,800 annual average daily traffic trips on East Locust Street, 1,200 trips on Belle Avenue, and 200 trips on Duggleby Street. The speed limit on Locust Street is 35 mph.
2. Visibility Review: According to the City Engineer, the retaining wall adjacent to the driveway at 2342 East Locust Street does not meet today's standards for sight distance. Current City Code prohibits structures within a 10 foot triangle from a roadway, alley, or driveway intersection.
3. Pedestrian Counts: The City Engineer is reviewing pedestrian counts taken and will provide additional information ahead of or at the Commission meeting. Please note, counts will only reflect current winter conditions.
4. Traffic Accidents: Staff looked at all of the crash reports from the past 10 years along Locust Street between Mound Street and Duggleby Street. There were a total of 43 crashes with the major causes being rear-end (17) and right-angle (9). All of the right-angle crashes were at Belle Avenue, with 6 involving a southbound driver and 3 involving a northbound driver. All of the vehicles on Locust in these crashes were in the nearest adjacent lane, which would have made them the most difficult to see. Therefore all of the southbound drivers were hit by westbound traffic and all of the northbound drivers were hit by eastbound traffic. Only 4 of the reports specifically mentioned the hill or wall as a reason for the crash, but it appears likely that poor visibility played a role in most of them. There were 2 incidents of hit and run and 1 of DWI. One report said the southbound driver "rolled the stop sign." All the other reports said the driver came to a complete stop and simply didn't see the vehicle on Locust. None of the other side streets or alleys had a reported right-angle crash.
5. Sanitary Sewer: There is no sewer infrastructure within the subject right-of-way. Sanitary sewer lines are within the Locust Street, Pleasant Street, and Belle Avenue rights-of-way.
6. Storm Sewer: There is a north-south storm sewer extending from Pleasant Street to Locust Street. The sewer line extends to the west of 2317 Pleasant Street and extends south through the block, exiting underneath the driveway of the apartment complex. Easements are in place to access this infrastructure if vacated.
7. Transit: Route 7 (Brown Line) and Route 8 (Green Line) have stops at the corner of Belle Avenue and Locust Street.
8. Solid Waste: Abutting properties receive trash collection from the adjacent street. No garbage collection is taken from the alley.
9. Parks/Open Space: The proposed right-of-way vacation does not impact any parks or open space.

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of

the January 21, 2025 Plan and Zoning Commission Public Hearing.

The property owner at 2356 East Locust Street spoke in favor of the request at the Public Hearing. Vacating the alley would eliminate an otherwise unimproved and underutilized alley.

Several members of the public spoke in opposition to the request at the January 21, 2025 meeting. The following issues were cited: the alley enables safe access to property, there are existing utilities within the right-of-way, vacating the right-of-way negatively impacts property values, and concerns for public safety.

Staff received a phone call from an abutting property owner at 2317 East Pleasant Street. The resident stated opposition to the vacation due to a lack of off-street parking and access to the rear yard.

Staff will apprise the Commission of any additional correspondence at the February 18, 2025 Plan and Zoning Commission meeting.

Attachments:

1. Application
2. Maps
3. Public Notice
4. Public Comments in Favor of Request 2-3-25
5. Public Comments in Opposition of Request 2-3-25



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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
RIGHT-OF-WAY VACATION
(EASEMENT ABANDONMENT)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
	12/26/2024	01/21/2025

PROJECT TITLE
Alley Vacation Between Belle and Duggleby North of

GENERAL LOCATION DESCRIPTION
Alley located north of Locust St., between Belle Ave. and Duggleby St.

NEIGHBORHOOD MEETING DATE / TIME / LOCATION

AREA OF VACATION	EXISTING USE	PROPOSED USE	SQUARE AREA
	Unimproved ROW	N/A	8,840

COMPLETE SUBMITTALS SHALL INCLUDE:	SUBMITTED
Concept/Development Plan, if applicable	☐
Authorization to Act as Applicant	☐
Legal Description* (bearing & distance) * shall include a MS Word or Text file	☒
Legal Description Dimensioned Sketch	☒
Application Fee: (REQUIRED) \$400* * check payable to 'City of Davenport'	☐

PROJECT NARRATIVE: (submit separate sheet if needed)

To Vacate alley between the east property line of
2312 East Locust Street and Duggleby Street north of
Locust Street.

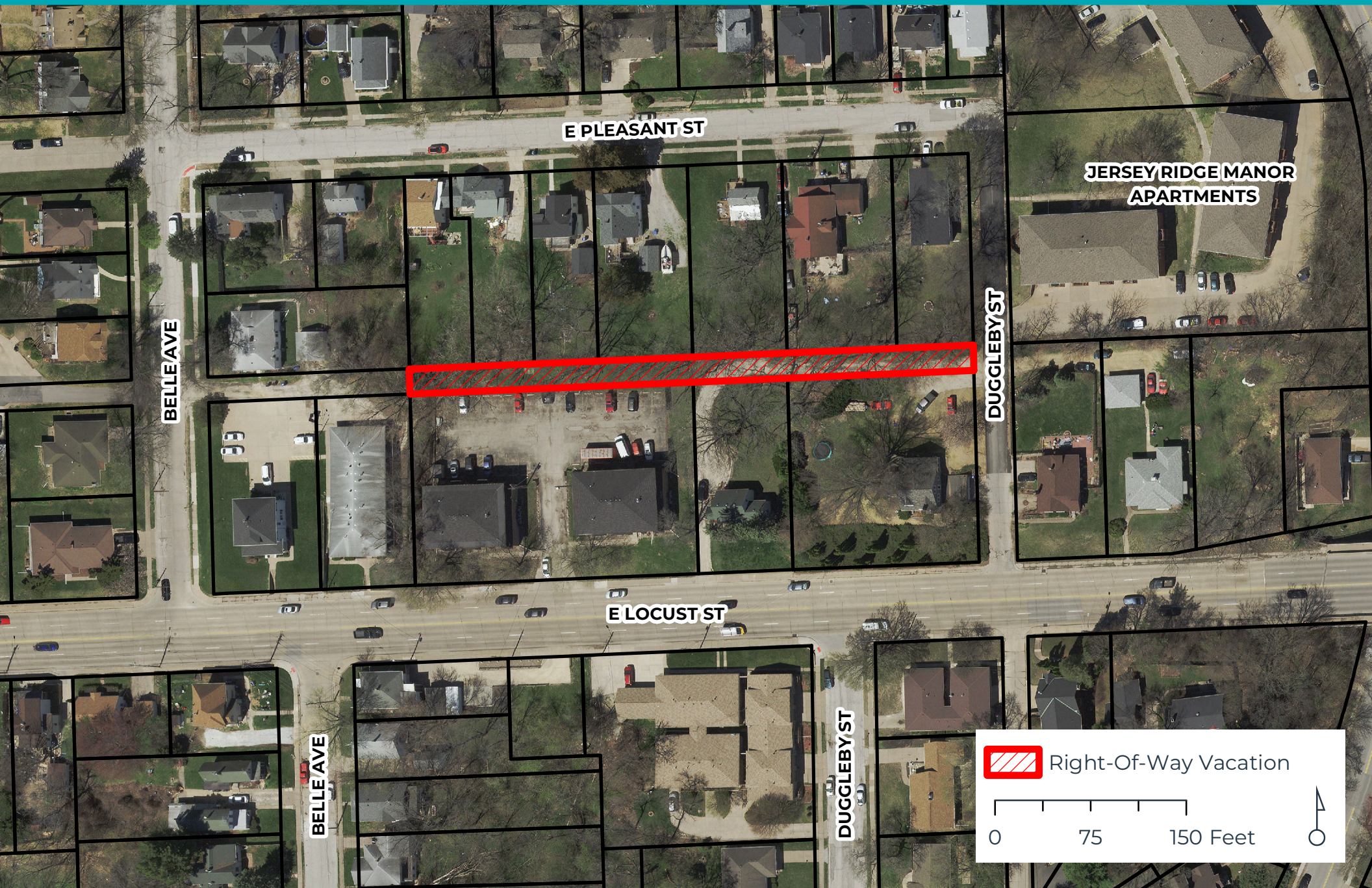
APPLICANT INFORMATION	
APPLICANT NAME Brian Schadt	
ADDRESS 226 W 4th Street	
CITY, STATE, ZIP Davenport, IA, 52801	
PHONE (563) 326-7923	
SECONDARY PHONE	
E-MAIL ADDRESS	
Acceptance of Applicant I, the undersigned, certify that the information on this application to the best of my knowledge, is true 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 attendance at each meeting on the public hearing/zoning calendar. The City reserves the right to require further site studies as necessary, such as a traffic study.	
Brian Schadt Type Applicant's Name	
 Applicant's Signature	12/26/2024 Date
DEVELOPMENT TEAM	
Surveyor Klingner & Associates, P.C.	
Address 4111 East 60th Street	
Phone (563) 359-1348	Secondary Phone
E-Mail Address lmiller@klingner.com	
Attorney/Other N/A	
Address	
Phone	Secondary Phone
E-Mail Address	

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



Vicinity Map | Case ROW25-01

Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]



Right-Of-Way Vacation

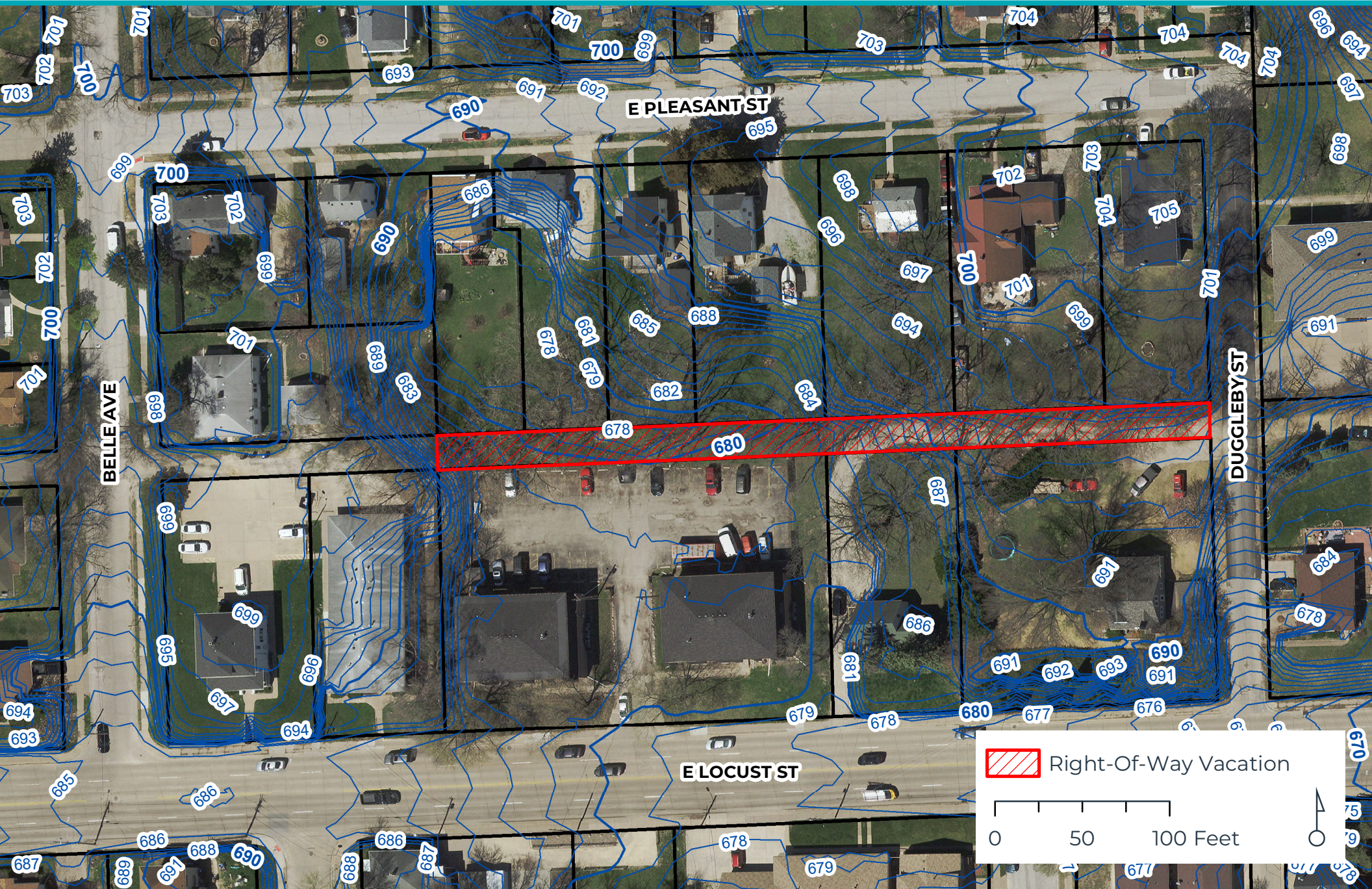
0 75 150 Feet





Topographic Map | Case ROW25-01

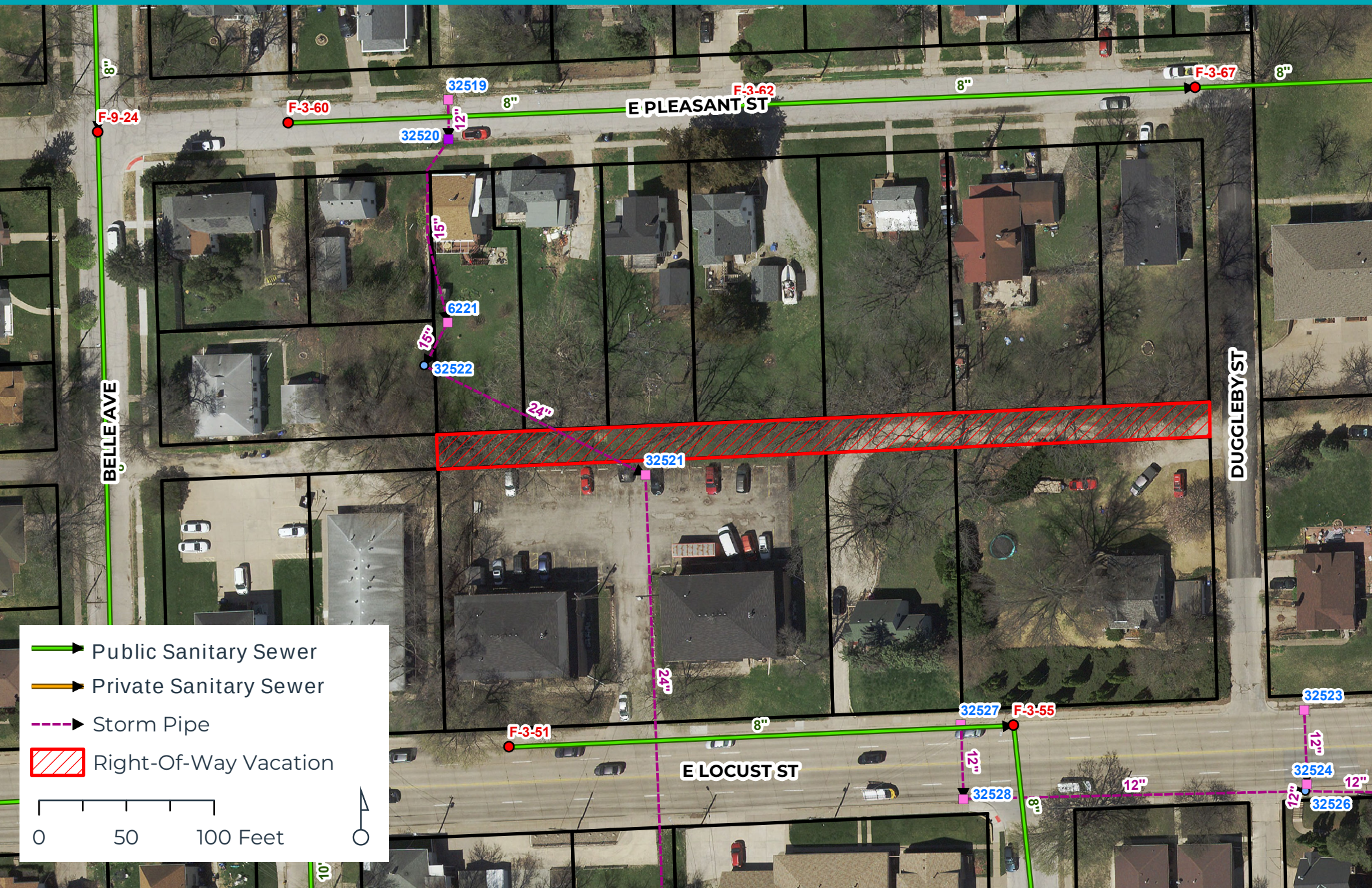
Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]





Sewer Map | Case ROW25-01

Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Dugleby Street. [Ward 5]



- Public Sanitary Sewer
- Private Sanitary Sewer
- Storm Pipe
- Right-Of-Way Vacation

0 50 100 Feet



Zoning Map | Case ROW25-01

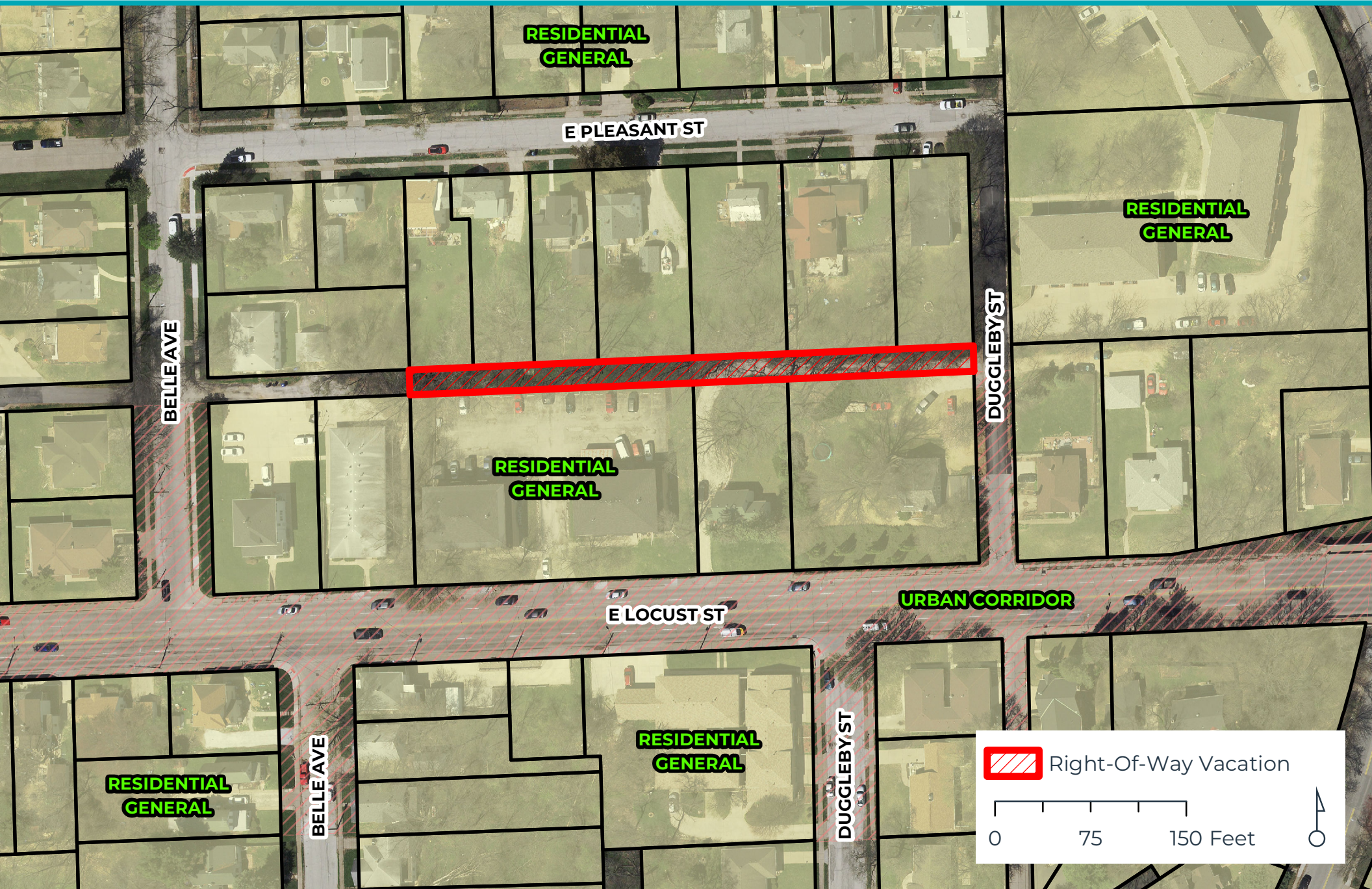
Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]





Future Land Use Map | Case ROW25-01

Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]





PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

To: All property owners within 200 feet of the subject public right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street.

Committee of the Whole Public Hearing Meeting

Date: 3/19/2025

Time: 5:30 PM

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

What is this About?

This notice is being sent to inform you that a public hearing will be held for a request to vacate a portion of alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. The existing 20-foot-wide alley is unimproved.

Request/Case Description:

Case ROW25-01: Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]

Plan & Zoning Commission Recommendation

At its February 18, 2025 meeting, the Plan and Zoning Commission recommended Case ROW25-01 be forwarded to the City Council with a recommendation for denial. The motion to approve Case ROW25-01 failed by a roll call vote (1-8).

What are the Next Steps?

The public hearing on the above matter is scheduled for 5:30pm or as soon thereafter on Wednesday, March 19, 2025 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

Would You Like to Submit an Official Comment?

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

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

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



THE CITY OF
DAVENPORT
IOWA | USA

Public Notice Map | Case ROW25-01

Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Dugleby Street. [Ward 5]





PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 200 feet of the subject public right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street.

Plan & Zoning Commission Public Hearing Meeting

Date: 1/21/2025

Time: 5:00 PM

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

What is this About?

This notice is being sent to inform you that a public hearing will be held for a request to vacate a portion of alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. The existing 20-foot-wide alley is unimproved.

Request/Case Description:

Case ROW25-01: Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Duggleby Street. [Ward 5]

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

The Plan and Zoning Commission will hold a formal public hearing at their meeting on January 21, 2025. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on February 4, 2025. The Commission's recommendation will be forwarded to the City Council, which will then hold its own public hearing. You will receive a notice of the City Council's public hearing.

The City Council will ultimately decide if the property is no longer needed for City purposes, and is eligible for vacation. At that point, the City Attorney's office will negotiate with adjacent property owners to determine the appropriate way to convey the property, and possibly, purchase price. For the specific dates and times of subsequent meetings, please contact the case planner below.

Would You Like to Submit an Official Comment?

As a neighboring property owner, you may have an interest in commenting on the proposed request via email or in person at the public hearing. Send written comments to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to: Planning, 1200 E 46th St, Davenport IA 52807.

All documents related to the meeting (agenda included) are at "Meeting Minutes & Agendas":

https://www.davenportiowa.com/government/meeting_minutes_agendas

Do You Have Any Questions?

If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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



THE CITY OF
DAVENPORT
IOWA | USA

Public Notice Map | Case ROW25-01

Request of The City of Davenport to vacate a portion of the alley right-of-way located north of Locust Street, between Belle Avenue and Dugleby Street. [Ward 5]



Werderitch, Matt

From: Steve May <driftfc88@gmail.com>
Sent: Tuesday, January 21, 2025 7:58 PM
To: Werderitch, Matt
Cc: Kelly, Tim; Oswald, Richard; Berkley, Laura; lily may
Subject: [EXT] Case ROW25-01
Attachments: Screenshot_20250121-180421.png; Screenshot_20250121-180303~2.png

ATTENTION: This is an external email.

Hey Matt I wanted to submit some follow up information for this to be entered.

To whom it may concern,

I'm in strong favor of the vacation of this unmaintained easement.

I wanted to make clear I'm only interested in the section of the easement abutting my property and would work with the neighbors to the north if they would like to split the 20' section equally.

I also wanted to clear up that I do not rely on or need the alley to access my garage.

I also wanted to reiterate that this was NEVER a public right of way and in its current form only benefits the owner of 2342 E Locust and his tenants. I've included a screenshot from August 2017 and you can see there was never a public right of way. It was a grass backyard with no gravel or public right of way.

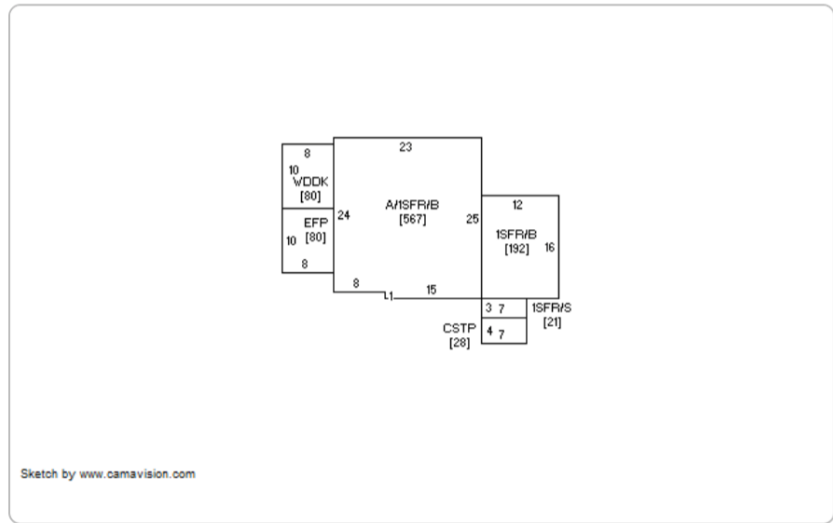
Up until October 2017 the Dray's owned the property at 2342 E. Locust St and they only had access to and from Locust St. I've included a picture showing the Dray's owned that property since 1988. You can see from the information I included this was never a public safety concern for nearly 30 years.

In closing if you take the time and look at all the protest letters you will be able to see it's only being protested by one property, clearly showing this unmaintained easement only benefits the property of 2342 E. Locust St and no one else.

Thank you for your time.



Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
B030661	12/18/2017	Deck/Patio	1,000
E011310	12/11/2017	Plumb/Elec	1,000
191845	07/14/2003	Roof	2,200

Sales - Assessor's Office

Columns

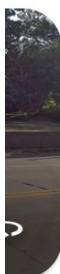
Date	Seller	Buyer	Recording	Amount
➤ 10/13/2017	DRAY, DAVID L	AGAN, SHAWN L	2017-028201	\$52,500.00
➤ 4/8/2015	DRAY BETTY L	DRAY, DAVID L	2015-008015	\$0.00
➤ 1/1/1993	DRAY, BETTY L	DRAY, LEON	237-000264	\$0.00
➤ 3/28/1988		DRAY, BETTY L	1988-001491	\$0.00



Google
© 2025 Google



2327 E Locust St



Nov 2018

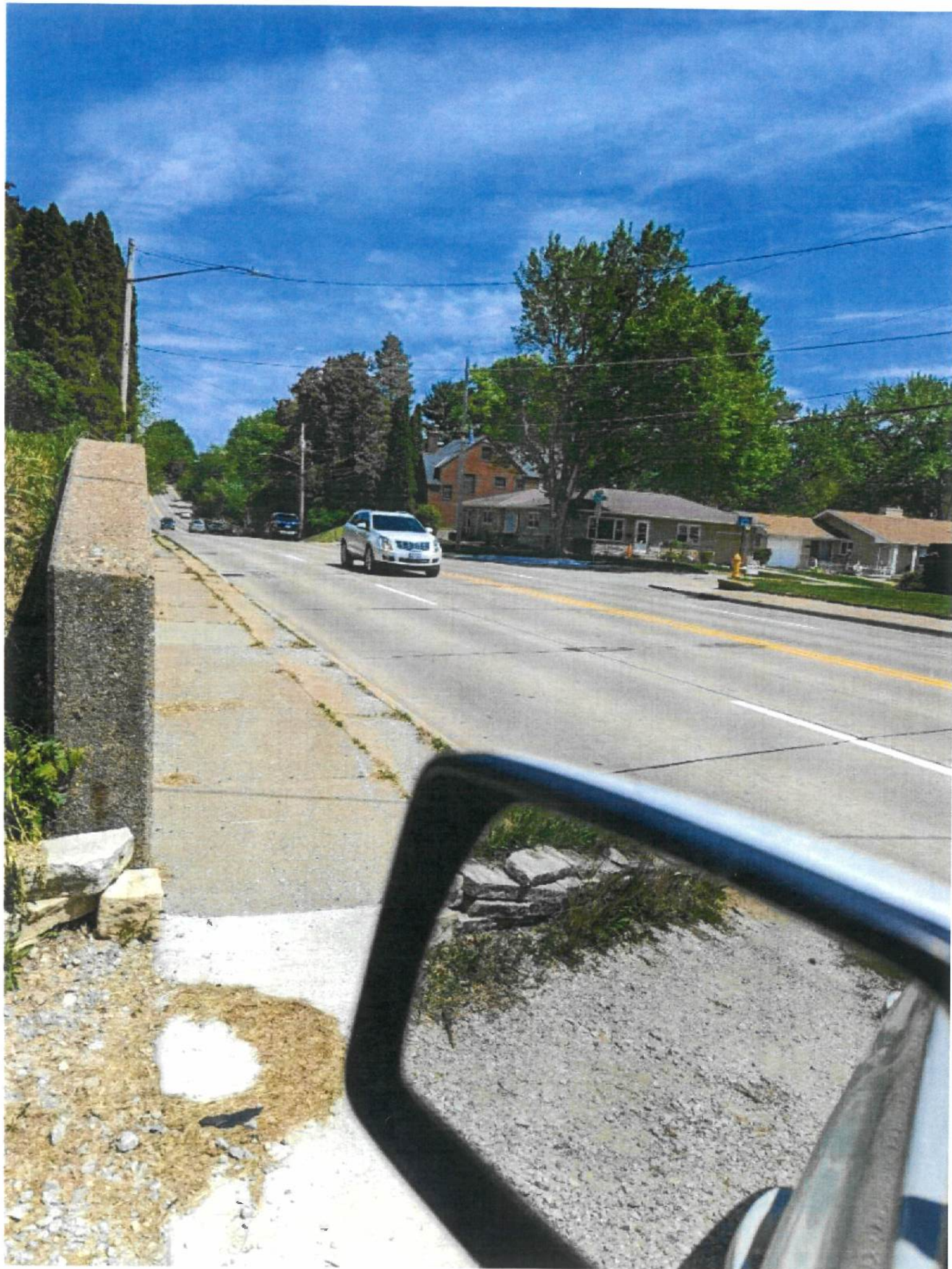


Aug 2017



Sept 20





To Whom It May Concern:

ROW25-01

I am for the vacating of this property. This right of way only serves one property-2342 E Locust St. If you pull in from Duggleby, it only goes to that property. Due to trees and terrain you cannot go any farther than that. (Pictures attached) None of the other properties along Locust and Pleasant have any access so it is not a public right of way. If the sewer needs any maintenance, they cannot access it though Duggleby-they have to go behind the apartment complex that is there.

This alley is gravel that was put in by the owner of 2342. There were never any permits to do this and this is not up to city code. As long as this is not developed by the city to bring it up to code and to make it accessible for everyone and not just one property, it is of no use to the city. We want to get it cleaned up to help improve our neighborhood.

When we purchased our property in 2018, that alley was full of trees and foliage and not driveable. So up until 2018, the only access for 2342 was Locust St. and it has never been open so it was never a safety concern before then by any of the previous owners. There was a previously submitted photo of the retaining wall at 2342 stating it was a 6 ft wall, but attached are pictures of the actual measurements of 5' 1.5" and 3' 8" at it's highest and lowest points which is closest to that driveway. Also, there has been a new tenant at that property every year and I have seen every one of them use Locust Street to get out.

As far as safety is concerned, there are so many streets along Locust that are unsafe-Belle and Woodland (pictures attached) are just a couple of examples. What about in front of Mckinley Elementary where people speed by there every day when kids go to and get out of school or when they run the stoplight on Locust where kids have to cross. Also, when it snows or is icy, Duggleby is dangerous since it is a hill. How safe is it for my family when they speed through there behind my house? Safety should not be a factor in this decision since there are so many other public streets that are unsafe to drive that a lot of people have to travel. Why is this one property for one owner more important than all those other public access streets?

Thank You
Jodi May
2356 E Locust St
Davenport, IA 52803







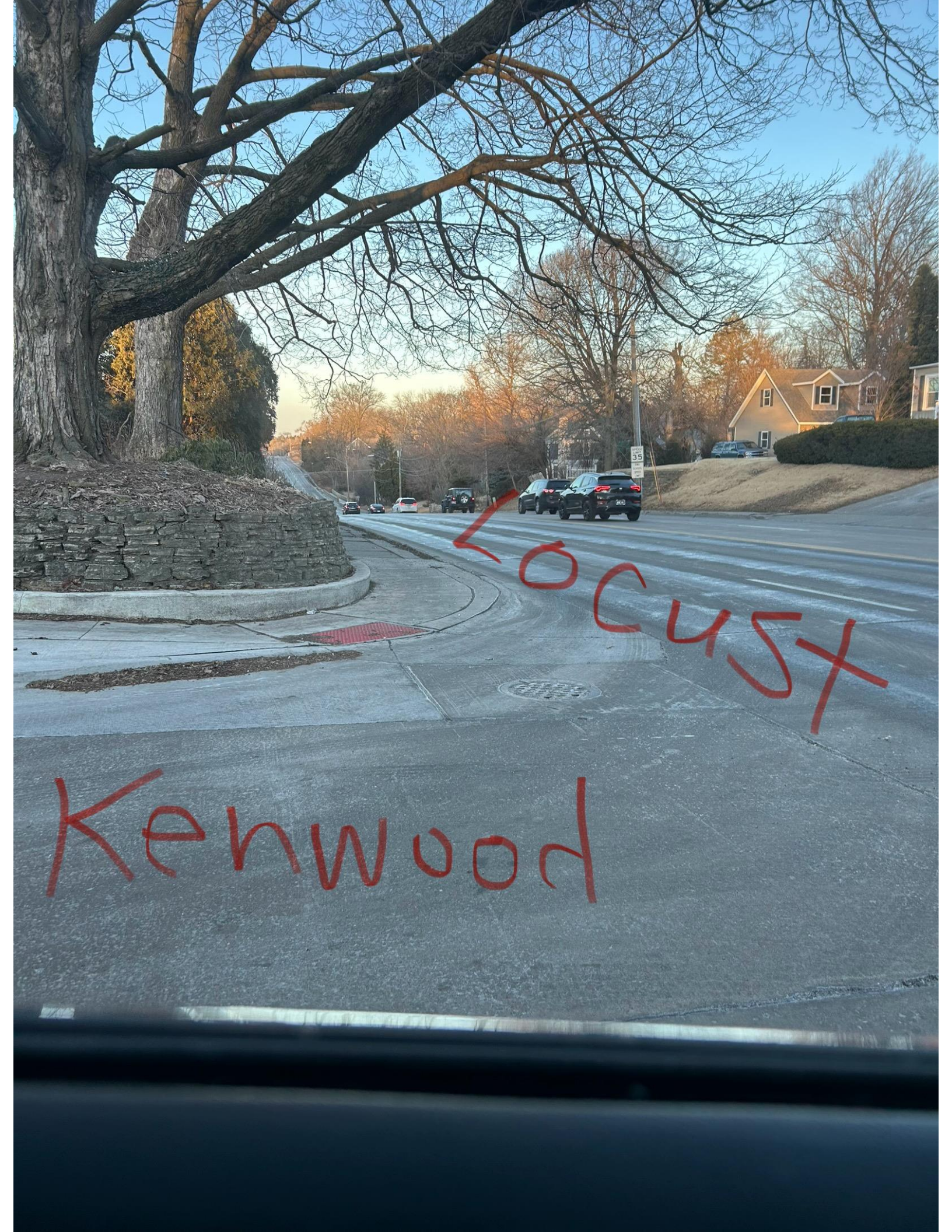












Locust

Kenwood



Bell

X

5

Shawn Agan
828 Waverly Road
Davenport, IA 52804

City of Davenport
Planning
1200 E 46th St
Davenport, IA 52807

To whom it may concern:

I do hereby want to object the City's proposal to vacate the alley right-of-way located north of Locust St, between Belle Ave and Duggleby St. CASE ROW23-02

Vacating this alley way will leave 2342 E Locust St with only E Locust St as access to the property. The property of 2342 E Locust was impaired visual when trying to turn onto E Locust St. This is an overall safety concern to not only other drivers but pedestrians that might be walking down the sidewalk if the alley right-of-way were to be vacated.

Please take into concertation the access this will leave if the alley is no longer able to be of use. I would encourage everyone responsible in deciding on this matter to drive down this alley way and try to turn out onto E Locust St from 2342 E Locust and feel for yourself if you would like to have to be in this position daily when trying to commute.

Thank you for your consideration,

Shawn Agan





1/20/2025

RE: Shawn Agan
2342 E. Locust Street
Davenport, IA 52803

TO WHOM IT MAY CONCERN:

My Client, Mr. Shawn Agan has asked me to state the impact of a proposed alleyway vacating to the rear of the home he owns at 2342 E. Locust Street, Davenport.

I am a forty-nine year Real Estate Agent with MEL FOSTER CO. I SOLD him this property in 2017 and have experienced first-hand the difficulty and danger of making ingress or egress from his home onto E. Locust Street.

If the City of Davenport were to vacate this alley, it is my professional opinion that it would have a detrimental impact on the saleability of this home. Having secondary access via the alley is a critical feature affecting the value and use.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Kelling'.

Scott Kelling
Mel FOSTER CO.

3211 E. 35th St. Ct. at I-74 & Kimberly Rd., Davenport, Iowa 52807-2585
PHONE (563) 359-4663
www.melfosterco.com



ARTHUR R. EDWARDS and
MELBA G. E. EDWARDS,

To

CITY OF DAVENPORT.

SEWER EASEMENT.

Dated: Oct. 19, 1965.
Ack'd: Oct. 19, 1965.
Filed: Oct. 20, 1965.
Rec'd: 178 Misc., 112.
Cons.: \$1.00 & O.V.C.

Recites that grantors, as owner of a tract of land described as Lot 14 and the West 24 feet of Lot 13, all in Block 2 of Joseph S. Thomas Subdivision in the City of Davenport, Iowa, do hereby grant, bargain and convey unto grantee a perpetual easement and right-of-way for construction and repair of a storm sewer across, through and under a tract of land described as:

following is a correct description of the centerline of a storm sewer easement 20 feet in width in Lot 14 and in the West 24 feet of Lot 13, all in Block 2 of Joseph S. Thomas Subdivision in the City of Davenport, Iowa, to-wit: Beginning in the South line of said Lot 13 at a point which is 24 feet East of the S.W. corner of said Lot 13; thence N. 61° 55' W. 88.90 feet to a point in said Lot 14; thence N. 18° 23' W. 52.18 feet in said Lot 14 to an existing 15 inch diameter concrete storm sewer,

and also grants, bargains and conveys the right to maintain, renew, enlarge, extend or reconstruct said sewer.

Also grants an encroachment for the purpose of cutting and filling that shall extend 10 feet from the center of the above described easement.

Grantors agree not to erect, construct or maintain any permanent structure on said easement without the written permission of grantee.

Grantee agrees to allow the encroachment of a minimum of 4 feet onto the above described easement for the purpose of erecting a garage.

----- // // // // // -----

1/17/25

City of Davenport
Council Members

Re: Property at 2342 E Locust St, Davenport, IA 52803

Dear Council Members

I'm writing to you in hope that Davenport will consider the Safety to General Public and Owners/Renters at the property listed as 2342 E. Locust St, Davenport, IA 52803. I personally do not have any bias or gain to my request other than safety concerns and protection of lives and property. I am here tonight to purely speak on my firsthand knowledge of the property on East Locust and my concerns.

My daughter recently started renting this property. The viability of the back entrance to this particular property is invaluable due to the safety concerns at the front entrance along Locust. There is no way to exit this property without endangering yourself and/or the public. This includes both pedestrian and vehicle traffic along East Locust. The speed limit is 35 mph and as you can imagine is frequently faster than that. It is a narrow two-way stretch. If you had to exit the property at the drive it is next to impossible to view oncoming traffic from the east without partially creeping into Locust due to the large retaining wall and proximity of the street. You certainly cannot view cyclists or people on the sidewalk either. If you creep out and a vehicle is traveling, there is nowhere to even swerve to avoid an impact if there is another vehicle in the second lane next to you, which is all the time with the traffic on Locust. This is why we never exit this way. We always drive through the back drive and exit either north or south off Duggleby St. for safety concerns. In my opinion it is imperative for the property to continue to secure this option. Without it you would endanger not only yourself but the public every time you try to exit.

Thank you for considering this request and safety of the Community,

Jacki Foley

1/19/25

City of Davenport

Council Members

Re: Property at 2342 E Locust St, Davenport, IA 52803

City Council Members,

I am the current resident at 2342 E. Locust St. Davenport, IA 52803. This letter has been written to you in hopes of expressing my concerns on the potential loss of access to the back alley attached to Duggleby St. Having lived on this property since the fall of 2024, I have first-hand experience with the dangers of leaving the property directly onto Locust St. Thank you all for being here today and considering the dangers of this proposed alteration.

Since living at this property, I have been utilizing the back entrance to my property daily in order to safely leave my home. As we all know, Locust Street is a heavily trafficked street at all hours of the day. The property is also less than 1 mile away from Genesis East Campus hospital, which means this part of Locust Street is populated by people going to receive care, police officers, and ambulances. As you can imagine, majority of the drivers on the street are not obeying the 35mph speed limit. At the front of the property lies a retention wall that almost completely blocks the view of oncoming traffic and pedestrians. I drive a small sedan, and in order to achieve a proper view of the street I have to creep out so far that the front end of my car is in oncoming traffic. Visualizing anything on the left side is impossible unless done so. This poses an exceedingly dangerous threat to anyone in the car, pedestrians that could be walking/biking on the sidewalk, and any oncoming vehicles. In the small amount of time that it takes to creep out and see what is coming from the left, there is always the possibility of hitting another car or a pedestrian. Due to how narrow the driveway is set there is nowhere to swerve out of the way if that situation were to arise. This is why it is absolutely imperative that myself, and anyone who visits the property exit through the back alley of the home.

Your consideration for this matter of safety in the community is greatly appreciated.

Sydney Foley

To whom it may concern,
I'm the tenant, Brian Long, at, 2342 E. Locust st, Davenport, Ia. I'm writing to voice my concern of shutting down the alley way. As we are all aware, Locust st is a very busy road. Pulling out, onto Locust, from my drive is very difficult. Do to the facts, vehicles are coming up hill, most exceeding the speed limit, and have a concrete wall impeding your view, until your vehicle's front end is in traffic.

I use the alley way to exit safely from my drive. I would greatly appreciate, the alley remain open. I have 3 boys of driving age, and know how difficult it is to exit onto Locust. I, as a parent, feel safer with them exiting through the alley way.

Thank,
Brian Long

Werderitch, Matt

From: Monica Gish <monica@meloylaw.com>
Sent: Wednesday, January 22, 2025 11:19 AM
To: Werderitch, Matt
Cc: mike meloylaw.com
Subject: [EXT] Case ROW 25-01

ATTENTION: This is an external email.

Mr. Werdertich,

Re: Case **ROW 25-01**--Request of the City of Davenport to vacate right of way located north of Locust Street, between Belle Avenue and Duggleby Street.

I represent Shawn Agan, the title holder and owner of real property located at 2342 East Locust Street, Davenport, Iowa.

This is legal notice to the City of Davenport that Mr. Agan **Opposes** the vacation of this long- standing public right of way.

The proposed vacation will Negatively impact Mr. Agan's real property value. It will limit access to and from 2342 Locust Street to one off street access point on East Locust Street.

Exiting the property at this point west of Mr. Agan's real property and turning east or west onto East Locust Street is a **Safety Hazard**, because of the lack of visibility, due to the existing **five-foot high** cement wall running adjacent to East Locust Street.

There appears to be only one property owner, located at the intersection of Duggleelby Street and East Locust Street who is making this request. That property owner would be able to block access from the alleyway to any person entering the alleyway from Duggleby Street.

A public alleyway should **NOT** be vacated and conveyed, which then becomes detrimental to other property Owners adjacent to that same alleyway.

We request that this request be **Denied** by the Plan and Zone Commission as detrimental to the Public Interest.

Thank you.

Michael J. Meloy

Sincerely,

Monica Gish

Paralegal for Michael J. Meloy

Meloy Law Office
2535 Tech Drive, Ste. 206
Bettendorf, Iowa 52722
(563) 359-3959
Fax: (563) 359-3953
monica@meloylaw.com

Congratulations on starting your petition!
Take steps to strengthen it.

Petition Strength

7

Good

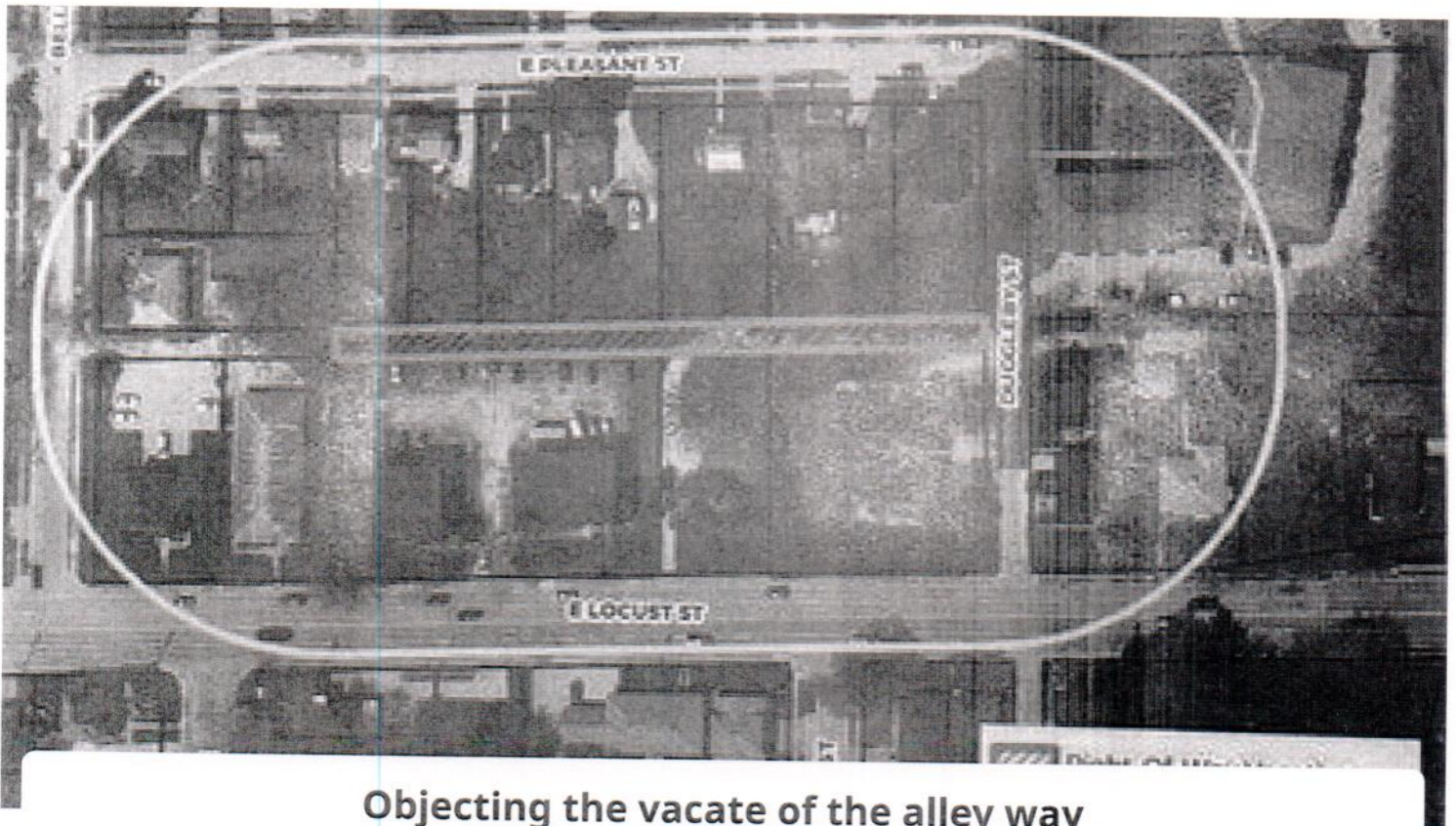
Write a longer description

Add a personal story, as well as relevant facts and statistics.

[Edit description](#)

Start an image test

Upload a few images and we'll find the one driving the most signatures.

[Start Smart Image test](#)

Objecting the vacate of the alley way

[Share this petition](#)120⁰

Verified signatures ▾

Christopher Cox • 5 hours ago

Madison Hancock • 7 hours ago

Deb Jones • 16 hours ago

Kayla fielder • 21 hours ago

DeWayne Taylor • 1 day ago



Decision Makers: Tim Dunn +2



1 Update

The Issue

We petition the City of Davenport, we object to vacating the alley right-of-way located north of Locust, between Belle Avenue and Duggleby St. Wade 5. CASE ROW25-01.

Vacating this alley way will leave 2342 E Locust with only access to E Locust. The property 2342 E Locust has impaired visual when trying to turn onto E Locust. This is an overall SAFTY concern to not only other drivers but pedestrians walking or cycling on side walk if the alley right-of-way is vacated.

I invite everyone that is responsible for making this decision and signing this petition to drive from Duggelby down alley way turn into property and see the difficulty of turning onto E Locust from 2342 E Locust to see if you personally would like to have this position on your daily commute?

The Supporters

Featured Comments



Jacki, Davenport

4 days ago

"There is no reason to endanger the people exiting this property or the public. This exit makes east bound traffic and pedestrian impossible to see with the retaining wall in place. Vote this down first public safety reasons"

Name	City	State	Postal Code	Country
Shawn Agan	Davenport	IA	52804	United States
Scott Forrest	Davenport	IA	52804	United States
Cindy Agan	Davenport	IA	52804	United States
Chanda Tague	Saint Paul	MN	55130	United States
Jen Walcher	Davenport	IA	52807	United States
Sara Nystrom	Bettendorf	IA	52722	United States
Matthew zogg	Davenport	IA	52806	United States
Tami Dennis	Davenport	IA	52802	United States
Mackenzie Chandler	Davenport	IA	52807	United States
Rhonda DEBRUYN	Davenport	IA	52803	United States
Nancy Barton	Davenport	IA	52807	United States
Dennis Williamson	Davenport	IA	52807	United States
Alice Cameron	Davenport	IA	52807	United States
Aubrey Sennett	Saint Paul	MN	55104	United States
Jason Franklin	Carpentersville	IL	60110	United States
Kortney Hudson	Davenport	IA	52804	United States
Melinda Starling	Davenport	IA	52803	United States
Shawn Loter	Davenport	IA	52802	United States
Venita Carlstrom Gatheright				United States
Susan Anderson	Cedar Rapids	IA	52405	United States
Sherry O'Neill	Davenport	IA	52807	United States
Ben Cook	Davenport	IA	52804	United States
Michael Hulsing	Madison	WI	53704	United States
David H		IA	52804	United States
Katrina Masakowski	Island Lake	IL	60042	United States
Elizabeth Berry-Chandler	Bettendorf	IA	52722	United States
Jen Quandt	Milwaukee	WI	53221	United States
ADAM MCWILLIAMS	Bettendorf	IA	52722	United States
Sam Foley	Tampa	FL	33609	United States
RYAN LINCOLN	Minneapolis	MN	55409	United States
Sharon Cox	Davenport	IA	52807	United States
Cyndi Reza	Davenport	IA	52804	United States
Tanya Hayes	Davenport	IA	52804	United States
Alicia Goossens	Davenport	IA	52806	United States
mike townley	Bettendorf	IA	52722	United States
Rob Brick	Davenport	IA	52803	United States
Austin Fielder	Bettendorf	IA	52722	United States
Christopher Boyd	Davenport	IA	52804	United States
Sharon Cox	Davenport	IA	52807	United States
Collin Ammerman	Moline	IL	61265	United States
Michael Keim	Davenport	IA	52802	United States
Darren Chandler	Buffalo	IA	52728	United States
Kelly Howes	Franklin	TN	37067	United States
Kristi SCHLEETER	Davenport	IA	52804-3052	United States
Theodore Priester	Davenport	IA	52803	United States
Brad Jones	Mount Prospect	IL	60056	United States

Kirk Wulff	Davenport	IA	52804 United States
Michael Osborn	Davenport	IA	52807 United States
Tami Stombaugh	Madison	WI	53704 United States
Dean Anderson	Des Moines	IA	50317 United States
Kimber Miller-Monty	Davenport	IA	52806 United States
Cynthia Rhodes	Davenport	IA	52806 United States
Rhonda Elskamp	Davenport	IA	52807 United States
David Monty	Davenport	IA	52806 United States
Tracy Mervine	Clinton	IA	52732 United States
Steve Stombaugh	Davenport	IA	52753 United States
Tracy Ludtke	Streamwood	IL	60107 United States
Vicky Speth	Davenport	IA	52804 United States
Mike Jones	Milwaukee	WI	53215 United States
Kelli Meyer	Davenport	IA	52804 United States
Andrea Brown	Davenport	IA	52806 United States
John Bedford	Davenport	IA	52804 United States
Tom Hansen	Davenport	IA	52806 United States
Lisa Stanton	Davenport	IA	53803 United States
Barbara Swift	Davenport	IA	52804 United States
Ahrin Hulsing	Davenport	IA	52807 United States
Becki Webb	Davenport	IA	52804 United States
Michael Hulsing	Davenport	IA	52807 United States
Trenton Jussila	Clinton	IA	52732 United States
Mike Warren	Palatine	IA	52802-1115 United States
Mary Sammon	Chicago	IL	60614 United States
John Paustian	Davenport	IA	52806 United States
Ashlee Myers-Smith			United States
barbara williams	Minneapolis	MN	55410 United States
Anthony Baker	Davenport	IA	52807 United States
Michael Morris	Davenport	IA	52807 United States
Evan Evans	Crystal Lake	IL	60014 United States
Jeffrey Stormer	Mount Prospect	IL	60056 United States
Sydney Foley	Davenport	IA	52722 United States
Jacki Foley	Davenport	IA	52803 United States
Steve Foley	Davenport	IA	52807 United States
Delores Goossens	Davenport	IA	52804 United States
Jim Carr	Davenport	IA	52806 United States
Debbie Mead	Eldridge	IA	52748 United States
Brooke Grubbs	Davenport	IA	52807 United States
Danny Caldwell	Davenport	IA	52806 United States
Jeff Jones	Davenport	IA	52802 United States
Chantel Mowery	Davenport	IA	52807 United States
Eric Berst	Davenport	IA	52806 United States
Tina Hoefer	Davenport	IA	52806 United States
Richard McGarry	Davenport	IA	52807 United States
jan goacher	Davenport	IA	52807 United States
Casondra Hilboldt	Lee's Summit	MO	64064 United States

Robert Saul	Davenport	IA	52804 United States
Julia Wulff	Davenport	IA	52804 United States
Tatiana Howell	Kewanee	IL	61443 United States
Jamie rentfro	Davenport	IA	52804 United States
Holland Slyter	Davenport	IA	52804 United States
Cindy Smith	Davenport	IA	52804 United States
John Marston	Davenport	IA	52804 United States
Brennan Griffin	Stoney Creek		L8G Canada
Mary Bird	Davenport	IA	52806 United States
GinaG Murphy	Davenport	IA	52807 United States
Gordon Poston	Kingstree	SC	29556 United States
Lynette Lennon	Davenport	IA	52803 United States
Eryn Smith-Ramos	Davenport	IA	52804 United States
Scott Boyer	DAVENPORT	IA	52806 United States
Cheryl Johnson	Wayland	IA	52654 United States
Alyssa Leutzinger	Rock island	IL	61201 United States
Jenna Foley	Cedar Rapids	IA	52403 United States
Dylan Ambrosy	Farley	IA	52046 United States
Eric McIllece	Wayland	IA	52654 United States
DeWayne Taylor			United States
Cindy Leonard	Bettendorf	IA	52722 United States

CASE

ROW 25-01

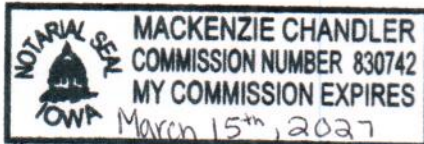
CITY OF DAVENPORT,

I Barbara Williams LIVE AT 2355 E Pleasant

OBJECT TO VACATE THE ALLEY RIGHT AWAY CASE ROW 25- 01

SIGN Barbara Williams

DATE 1-26-25



Mackenzie Chandler



A2



→ ↻ 📏 ortho.gis.iastate.edu/client_nhd.cgi?zoom=1&x0=704825&y0=4601389&layer=ortho_1960&action=pan&pwidth=600&pheight=600

Iowa Geographic Map Server - Iowa State University Geographic Information Systems Support & Research Facility

[Home](#) [Map Search](#) [ArcGIS Viewer](#) [Leaflet Viewer](#)

1960s Aerial Photos - USDA [Full extent](#)



ortho.gis.iastate.edu/client_nhd.cgi?zoom=1&x0=704825&y0=4601389&layer=ortho_1990&action=layerortho_1980&pwidth=600&pheight=600

Iowa Geographic Map Server - Iowa State University Geographic Information Systems Support & Research Facility

[Home](#) [Map Search](#) [ArcGIS Viewer](#) [Leaflet Viewer](#)

1980s Aerial Photos - NHAP [Full extent](#)



City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution approving Change Order #1 in the amount of \$107,932 to Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging project, CIP #24035. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

During construction, it was determined the original design plans needed modification since an existing nearby transformer could not be used for power. Instead, this change order provides funding to pull power from the main Public Works facility's existing transformer. Conduit and wiring will be run through the east building wall to connect to the building's existing main gear panel. Funding is through a combination of Federal Transportation Administration maintenance funds and city general obligation bonds.

Summary of contract amount:

Original Contract	\$273,370
Change Order #1	<u>\$107,932</u>
Amended Contract Amount	\$381,302

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving Change Order #1 in the amount of \$107,932 to Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging project, CIP #24035.

WHEREAS, the City of Davenport, Iowa entered into a contract with Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging project; and

WHEREAS, additional scope of work is necessary to make the system operational.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said Change Order in the amount of \$107,932 to Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging project is hereby approved.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Second Consideration: Ordinance amending Schedule XV Pedestrian Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing Fairmount Street at Buchanan School. [Ward 2]

Recommendation:

Adopt the Ordinance.

Background:

The pedestrian signal has remained active on Fairmount Street at Buchanan School even after the school closed in 2023. The signal is no longer needed. Removal will conserve energy and future maintenance. Much of the existing equipment can be salvaged to use as replacement supplies at other intersections.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XV PEDESTRIAN TRAFFIC SIGNALS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY REMOVING FAIRMOUNT STREET AT BUCHANAN SCHOOL.

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

Section 1. That Schedule XV Pedestrian Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport Iowa, be and the same is hereby amended by removing the following.

Fairmount Street at Buchanan School

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

Action / Date
4/23/2025

Subject:

Second Consideration: Ordinance amending Chapter 13.16 entitled "Wastewater Facilities" of the Municipal Code of Davenport, Iowa to revise local discharge limits. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

This Ordinance will amend Chapter 13.16 of the Municipal Code of Davenport, Iowa to add maximum permissible mass limits for specific pollutants. Revised local discharge limits shall regulate the amounts of certain pollutants that may be discharged to the sanitary sewer system from industrial and hauled waste sources from Davenport. This change has been tentatively approved by DNR representatives and is projected to finish the required public notice period on April 4, 2025.

Attachments:

1. Ordinance
2. Current Chapter 13.16
3. Proposed Limits for BOD

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13.16 ENTITLED "WASTEWATER FACILITIES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO REVISE LOCAL DISCHARGE LIMITS.

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

Section 1. That Subsection 13.16.080(A)(3) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

(c) Beginning with the issuance of permits on and after July 1 2028, limits for daily maximum & monthly average BOD & TSS pounds will be capped. This limit shall apply to all existing and new SIUs. Limits for monthly average lbs BOD & TSS shall be issued per the following schedule:

Effective Date	Daily Maximum Limit	Monthly Average Limit
7/1/2028	7,000 lbs/day	6,000 lbs/day
7/1/2030	6,000 lbs/day	5,000 lbs/day
7/1/2035	5,000 lbs/day	4,000 lbs/day

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

Title 13. Public Systems

Chapter 13.16. WASTEWATER FACILITIES

[1] *Editor's Note: Prior ordinances codified herein include portions of Ordinance Nos. 99-147, 96-310, 94-263, 93-266, 92-506, 92-316, 89-74, 87-4, 86-111, 85-340, 85-275, 83-320, 83-287, 83-201, 83-111, 82-197, 81-335, 79-1167, 77-1013, 76-124, prior code Sections 33-26 through 33-57 and 33-63 through 33-66, Ordinance Nos. 2003-27, 2007-91, 2008-155, 2010-60, 2011-117, 2012-49, 2013-277, 2014-85, 2016-160, 2017-22, 2018-87, amended in entirety by 2018-354. Ordinance 92-603 abolished the departments of construction and engineering, the department of public services, the department of transportation and the department of water pollution control. All duties and references found in this chapter to these departments are now under the jurisdiction of the department of public works.*

Article I.. GENERAL PROVISIONS

13.16.010. General adoption.

[Ord. 2018-354]

The provisions of this chapter are enacted to aid in the enforcement of the pretreatment regulations set forth herein and may be placed in a separate portion of the municipal code of any Joint Contract Sewerage Committee (JCSC) constituent community. Each Joint Contract Sewerage Committee (JCSC) constituent community designates the City of Davenport as the enforcement agency under this chapter. Employees, agents and officers of the City of Davenport while acting to enforce the provisions of this chapter for the Joint Contract Sewerage Committee are empowered to make such inspections, issue such orders or permits and take such actions within the boundaries of the JCSC as are authorized by this chapter.

No unauthorized person shall in any manner break, damage, destroy, or tamper with any structure, appurtenance, or equipment, which is part of the wastewater facilities or the public sanitary sewer system.

13.16.015. Intent and construction.

[Ord. 2018-354]

This chapter seeks to implement provisions of the Act, the General Pretreatment Regulations, and the Iowa Administrative Code, Chapter 567, Sections 62.4 and 62.8. This chapter is to be construed and applied in accordance with the Clean Water Act Amendments, the General Pretreatment Regulations, the Iowa Administrative Code and the purpose and policy provision set forth in Section **13.16.020** below.

13.16.020. Purpose and policy.

[Ord. 2018-354]

- A. This chapter regulates the use of sewers, private wastewater disposal, the installation and connection of building sewers, the discharge of water and waste into the sewers and drains of the JCSC system, the discharge of water and waste into the sewers and drains of the Davenport Sewage System systems, and the discharge to the Davenport JCSC POTW. This chapter sets forth uniform requirements for dischargers into the wastewater collection and treatment systems of Davenport and the JCSC constituents.

The objectives of this chapter are:

- (1) To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal;
- (2) To prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system;
- (3) To protect workers' safety and health and to protect against damage to the POTW;
- (4) To provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.
- (5) To enable the POTW to comply with its NPDES permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject.

13.16.025. Jurisdiction.

[Ord. 2018-354]

The provisions of this chapter are applicable in their entirety to all users and contributors of wastewater, directly or indirectly, into the wastewater treatment works of the City of Davenport or into the wastewater collection and treatment system of the City of Davenport or the JCSC without regard to whether the physical facilities of such contributors, or the physical portion of the wastewater collection system is situated within or outside the corporate limits of the City of Davenport.

Unless otherwise expressly provided by contract providing for extension of service by the City outside of the City, such City extended services and each particular thereof shall be subject to the provisions of this chapter.

The City of Davenport requests each municipality in which users or contributors to the Davenport POTW are located adopt this chapter in its entirety. Failure of any contributing municipalities to so act shall not diminish the jurisdiction of the City of Davenport under this chapter.

13.16.030. Severability.

[Ord. 2018-354]

If any provision of this chapter or the application thereof to any particular person or particular circumstance is held invalid, the invalidity shall not affect other provisions or application of this chapter which can be given effect without the invalid provision or application. To this end the provisions of this chapter are severable.

13.16.031. Discharge of sewage prohibited — Exception.

[Ord. 2018-354]

It is unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of the City any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

13.16.032. Construction of privies, etc. — Prohibited.

[Ord. 2018-354]

Except as provided in this chapter, it is unlawful to construct, use, or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

13.16.033. Discharge of surface waters.

[12-4-2019 by Ord. No. 2019-530; Ord. 2018-354]

It is unlawful to make or to have any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, stormwater, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

13.16.034. Discharge of storm water and unpolluted drainage.

[Ord. 2018-354]

Storm water, industrial cooling water, unpolluted process waters and all other unpolluted drainage shall be discharged to such sewers or natural outlets as are specifically designated and approved by the Water Pollution Control Plant Manager.

13.16.035. Abbreviations.

[Ord. 2018-354]

The following abbreviations shall have the designated meanings:

BETX	Benzene, Ethylbenzene, Toluene, and Xylene
BOD/CBOD	Biochemical Oxygen Demand/Carbonaceous BOD
BMR	Baseline Monitoring Report
C	Celsius
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
EPA	Environmental Protection Agency
F	Fahrenheit
GPD	Gallons per day
IDNR	Iowa Department of Natural Resources
lb/day	Pounds per day
MGD	Million Gallons per Day
mg/l	Milligrams per liter
NCPS	National Categorical Pretreatment Standards or Categorical Standards
NH3N	Ammonia Nitrogen

NPDES	National Pollution Discharge Elimination System
O&G	Oil and Grease
POTW	Publicly Owned Treatment Works
SCP	Spill Control Plan
SIC	Standard Industrial Classification
SNC	Significant Non compliance
RCRA	Resource Conservation & Recovery Act
TCLP	Toxicity Characteristic Leaching Procedure
TFE	Trichlorotrifluoroethane
TKN	Total Kjeldahl Nitrogen
TOH	Total Organic Hydrocarbons
TPH	Total Purgeable Hydrocarbons
TRC	Technical Review Criteria
TSS	Total Suspended Solids
TTO	Total Toxic Organics
USC	United States Code
USEPA	United States Environmental Protection Agency

13.16.040. Interpretation.

[Ord. 2018-354]

This chapter shall be construed and interpreted to conform with 40 CFR Chapter I and it is the intent of this chapter that it comply with said federal regulations.

13.16.045. Definitions.

[Ord. 2018-354]

ACT OR CLEAN WATER ACT

Means the 1972 Federal Water Pollution Control Act, the 1977 Clean Water Act, and the 1987 Water Quality Act, as amended.

APPROVAL AUTHORITY

Means the Iowa Department of Natural Resources.

AUTHORIZED REPRESENTATIVE OR DULY AUTHORIZED REPRESENTATIVE OF THE USER

Means:

- (1) If the User is a corporation:
 - (a) The president, secretary, treasurer or a vice-president of the corporation in charge of a principle business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (4) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City of Davenport Pretreatment Office.

BASELINE MONITORING REPORT

Means the report required by 40 CFR Part 403.12(b)(1 7).

BIOCHEMICAL OXYGEN DEMAND (BOD)

Means the analysis of BOD as described in EPA Methods or other methods approved by 40 CFR 136.

BUILDING DRAIN

Means that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the wall of the building and conveys it to the building sewer, beginning five feet outside the building wall.

BUILDING LATERAL

Means the extension from the building sewer, beginning five feet (one and one-half meters) out-side the inner face of the building wall and extending to the public sewer or other place of disposal.

BUILDING SEWER

Means that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building lateral or other approved point of discharge.

BYPASS

Means the intentional diversion of waste streams from any portion of an industrial user's pretreatment facility.

CATEGORICAL USER

Means a user subject to NCPS.

CHEMICAL OXYGEN DEMAND (COD)

Means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

CITY

Means the City of Davenport as operating agency and enforcement agency of the JCSC both within its own corporate boundaries and within all territory encompassed by the JCSC.

CITY COUNCIL

Means the City of Davenport City Council.

CITY OF DAVENPORT POTW TREATMENT PLANT

Means that portion of the POTW, which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

CITY WATER POLLUTION CONTROL PLANT MANAGER

Means the Davenport City Water Pollution Control Plant Manager.

COMBINED SEWER

Means a sewer which is designed and intended to receive wastewater, storm water, surface water and ground water drainage.

COMBINED WASTE STREAM FORMULA

Means the formula as found in 40 CFR Part 403.6 (e).

COMPOSITE SAMPLE

Means a representative sample using a minimum of four grab sample aliquots obtained over a period of time and mixed using either a flow proportional or time proportional method.

COMPREHENSIVE SEWER SERVICE CHARGE

Means the charge per quarter or month levied on all users of the waste-water system.

CONVENTIONAL POLLUTANT

Means BOD, COD, O&G, suspended solids, pH, ammonia nitrogen, total kjeldahl nitrogen and fecal coliform bacteria.

DISCHARGE OR INDIRECT DISCHARGE

Means the introduction of treated or untreated wastewater into the POTW.

DISSOLVED SOLIDS

Means the concentration of residue left in an evaporating dish after evaporation and drying at defined temperatures using EPA methods or other methods approved in 40 CFR 136.

DOMESTIC SEWAGE

Shall mean all household type waste discharged from places of human habitation including sanitary convenience, kitchen and laundry waste.

DOMESTIC STRENGTH

Is a term used to evaluate the strength of wastewater and equals a strength of BOD of 250 mg/l and TSS of 300 mg/l.

DOMESTIC USER

Means all users discharging only domestic sewage from premises consisting of any building or parts of building designed for or occupied by one or more persons as a single housekeeping unit, including such units within multifamily dwellings, flats and apartment buildings.

EPA METHODS

Means the USEPA approved standard procedures for wastewater analysis as prescribed in 40 CFR Part 136 and shall include alternate methods approved by the approval authority.

FECAL COLIFORM

Means bacteria common to the intestinal tracts of humans and animals whose presence in water is an indication of pollution.

GARBAGE

Means solid waste from the domestic and commercial preparation, cooking and dispensing of food, and from the commercial handling, storage and sale of produce.

GRAB SAMPLE

Means a single aliquot sample collected, either directly or by means of a mechanical device, without regard to the flow in the waste stream.

HEADWORKS

Means the main wet well at the POTW treatment plant prior to any treatment process.

INDUSTRIAL USER

See "User".

INDUSTRIAL WASTE

Means the liquid waste from industrial users as distinct from domestic sewage.

INTERFERENCE

Means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Causes a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with any federal, state or local regulations or permits.

JCSC

Means the Joint Contract Sewerage Committee consisting of the JCSC constituent communities who are by joint government action, as defined in the JCSC 28E agreements as from time to time amended, are committed to utilize the wastewater treatment plant (POTW) and certain outfall and interception sewers of the wastewater treatment system and to support the operating and capital costs thereof through payments to the City of Davenport.

LIMIT

Means the maximum allowable discharge of a given pollutant as in the following definitions:

- (1) "Daily Maximum Limit" means the maximum allowable discharge of pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- (2) "Monthly Average Limit" means The maximum allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

LOCAL LIMIT

Means a specific discharge limit developed and enforced by the City upon industrial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5 (a)(1) and (b).

MAY

Confers a power (permissive).

MUST

States a requirement.

NATIONAL CATEGORICAL PRETREATMENT STANDARDS (NCPS) OR CATEGORICAL STANDARDS

Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, 405-471.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

Means a permit issued pursuant to the Act.

NEW SOURCE

Shall be as defined by 40 CFR 403.3(k).

NH3 N

Means the ammonia nitrogen concentration in mg/l as determined using EPA methods.

NONCONVENTIONAL POLLUTANTS

Means all pollutants, which are not included in the definition of conventional pollutants.

OIL AND GREASE (O&G)

Means any material recovered as a substance that is soluble in n-Hexane and which may further be divided into a mineral and non mineral fraction using EPA approved methods or standard methods.

PASS THROUGH

Means a discharge which exits the POTW into water of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an

increase in the magnitude or duration of a violation) or other permit issued to the POTW by IDNR or USEPA.

PERSON

Means any individual, partnership, copartnership, firm, company, association, joint stock company, society, corporation trust, estate, municipality, governmental entity, group, or any other legal entity, or their legal representatives, agents, or assigns.

PH

Means A measure of the acidity or alkalinity of a solution, expressed in standard units (su). The measurement used is the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

POLLUTION

Means the alteration of chemical, physical, biological, or radiological integrity of water as a result of human activity or enterprise.

PRETREATMENT

Means the reduction, elimination, or alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW.

PRETREATMENT FACILITY

Means the equipment used to accomplish pretreatment.

PRETREATMENT REQUIREMENTS

Means any substantive or procedural requirement related to pretreatment imposed on an industrial user.

PRETREATMENT STANDARDS

Means for any specified pollutant, the City of Davenport prohibitive discharge standards as set forth in section **13.16.055**, the City's local limits for specific pollutants as set forth in section **13.16.060** of this chapter, the State of Iowa pretreatment standards or the NCPS. The most stringent standard will be applied per pollutant.

PROPERLY SHREDDED GARBAGE

Means the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles are carried freely under the flow conditions normally prevailing in the POTW, with no particle greater than one-half inch in any dimension.

PUBLICLY OWNED TREATMENT WORKS (POTW)

Means a treatment works as defined by Section 212 of the Act, and shall include the POTW owned by the JCSC and operated by the City of Davenport as operating agency pursuant to the JCSC Agreement, and shall include all waste water treatment facilities of the City of Davenport and of the JCSC constituent communities. This definition includes any devices and systems used in the storage, treatment, conveying, recycling and reclamation of municipal sewage or industrial waste of a liquid nature or that convey wastewater to a POTW, regardless of ownership.

RADIOLOGICAL WASTE

Means any prohibited radiological waste as defined in IAC 641-40.72, 641-40.88 and 641-40 Appendix B, Table III.

SAMPLING CHAMBER OR SAMPLING MAINTENANCE HOLE

Means a device or structure suitable and appropriate to permit sampling and flow measurement of a wastewater stream to determine compliance with this ordinance.

SEVERE PROPERTY DAMAGE

Means substantial physical damage to property, damage to a pretreatment facility causing it to become inoperable, or substantial and permanent loss of natural resources, which can reasonably be expected to occur in the absence of a Bypass. Severe property damage does not mean economic loss caused by delays in production.

SEWAGE

Means and includes wastewater.

SEWAGE SYSTEM

Means sewers, intercepting sewers, pipes or conduits, pumping stations, force mains, and all other constructions, devices and appliances appurtenant thereto used for collecting or conducting sewage to a point of treatment or ultimate disposal.

SHALL

Imposes a duty.

SIGNIFICANT INDUSTRIAL USER/SIGNIFICANT USER

Except as provided in paragraphs (4) of this Section

- (1) An Industrial User subject to categorical pretreatment standards:
- (2) All waste haulers
- (3) An industrial user that:
 - (a) Discharges an average of 25,000 gallons per day or more of process wastewater (excludes sanitary, non-contact cooling water and boiler blowdown water);
 - (b) Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant or;

- (c) Is designated as such by the City on the basis that it contributes a discharge that has a reasonable potential to adversely affect any of the POTW operations by causing interference or pass through at the POTW, violates any pretreatment standard, or violates any pretreatment requirements.
- (4) The City may determine that an Industrial user subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - (a) The industrial user, prior to the City finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (b) The industrial user annually submits the certification statement required in Section **13.16.170** of this chapter or 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and
 - (c) The industrial user never discharges any untreated concentrated wastewater.

SLUDGE

Means the solids separated from the liquids during the wastewater treatment process.

SLUG OR SLUG LOAD

Means any discharge of water or wastewater which in concentration of any pollutant, measured using a grab or composite sample, is more than five (5.0) times the allowable concentration as set forth in sections **13.16.055** and **13.16.060** of this chapter or in a user's most recent wastewater discharge permit or exceeds a slug concentration level specified in a wastewater discharge permit. A discharge with pH outside the allowable range by more than one standard unit (S.U.) or a flow rate in excess of two (2.0) times the maximum flow limit established in a wastewater discharge permit shall also be a slug.

STANDARD INDUSTRIAL CLASSIFICATION (SIC)

Means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, most recent edition.

STANDARD METHODS

Means the laboratory procedures set forth in the latest edition of Standard Methods for the Examination of Wastewater prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

STATE

Means State of Iowa.

STORM SEWER

Means a sewer, which carries stormwater, surface water and drainage but excludes sewage and industrial waste other than unpolluted cooling water.

T

When used as a portion of a chemical name, shall designate "total" such as in "cyanide T" where "T" means "total" cyanide.

TKN

Shall mean the total kjeldahl nitrogen concentration expressed in mg/l as determined using EPA methods or standard methods.

TOTAL METALS

Means the sum of the concentration of metals specified in a wastewater discharge permit.

TOTAL SUSPENDED SOLIDS (TSS)

Shall mean the portion of total solids retained by a filter using EPA methods or standard methods.

TOTAL TOXIC ORGANICS

Means the summation of all quantified values greater than 0.01 milligrams per liter for the toxic organics as specified in the applicable regulation.

TOXIC POLLUTANT

Means any pollutant or combination of pollutants listed in 40 CFR Part 403 Appendix B.

UNPOLLUTED WATER

Shall mean water containing none of the following: free or emulsified oil and grease; substances that may impart taste, odor or color characteristics; volatile, explosive, toxic or poisonous substances in suspension or solution; explosive, odorous or otherwise obnoxious gases. Such water shall not contain more than 25 mg/l of suspended solids, and not more than 25 mg/l of BOD.

UPSET

Shall mean an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards because of factors beyond the reasonable control of the user. An Upset does not include noncompliance to the extent caused by operational error, improperly designed pretreatment facilities, inadequate pretreatment facilities, lack of preventive maintenance, or careless or improper operation.

USER OR INDUSTRIAL USER

Shall mean a source of discharge into a POTW from any source other than a domestic user.

WASTE HAULER

Means a private contractor licensed by the State of Iowa and permitted by the City to deliver wastewater to the POTW.

WASTEWATER DISCHARGE PERMIT

Means the document or documents issued to a user by the City in accordance with the terms of this chapter.

WASTEWATER, ALSO TERMED SEWAGE

Means a combination of the liquid and water carried waste from residences, commercial buildings, institutions and industrial establishments, together with such groundwater, surface water, and stormwater as may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

WATER OF THE STATE

Shall mean all streams, lakes, ponds, marshes, water courses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the State of Iowa or any portion thereof.

WATER POLLUTION CONTROL PLANT MANAGER

Means the Water Pollution Control Plant Manager of the Davenport Wastewater Facilities or his or her authorized deputy, agent, or representative.

Article II.. WASTEWATER TREATMENT AND PRETREATMENT REGULATIONS.

13.16.050. User requirements.

[Ord. 2018-354]

a. The following requirements shall apply to all users of the POTW:

- (1) All users shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in their discharge.
- (2) New or increased contributions of pollutants or changes in the nature of pollutant discharged to the POTW shall require prior approval by the Water Pollution Control Plant Manager.
- (3) Industrial users shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance, which if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. The notification shall comply with the requirements set forth in 40 CFR 403.12(p)
- (4) Introduction or contribution of any pollutants without the notice and approval required by this section is prohibited. Upon the receipt of notice required by this section the Water Pollution Control Plant Manager shall within 180 days or less approve the discharge if he finds the proposed discharge meets applicable pretreatment standards and requirements and would not cause the POTW to violate its NPDES permit. The Water Pollution Control Plant Manager shall deny permission for the discharge if he finds applicable pretreatment standards and requirements are not met or the discharge would cause the POTW to violate its NPDES permit. In lieu of denial of permission the Water Pollution Control Plant Manager may allow such contribution or discharge upon conditions, which would not violate applicable pretreatment standards or requirements and would not cause the POTW to violate its NPDES permit.

Any part of this section notwithstanding, upon receipt of the notice required by this section the Water Pollution Control Plant Manager may require, in addition to the requirements of this section, that an industrial user obtain a permit under this chapter.

13.16.055. Discharge prohibitions.

[Ord. 2018-354]

The following prohibitions shall apply to all users of the POTW unless the user is subject to a more restrictive NCPS, IDNR, or wastewater discharge permit limit. The following substances are prohibited from discharge to the POTW:

- A. General Prohibitions: No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements.
- B. Specific prohibitions: No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 1. Pollutants that create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140° F. (60° C.) using test methods referenced in 40 CFR 261.21. At no time shall two successive readings on a meter capable of reading L.E.L. (lower explosive limit) at the nearest accessible point to the POTW, at the point of discharge into the POTW, or at any point in the POTW be more than 5% nor any single reading greater than 10%;
 2. Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.5 or greater than 12;

3. Solid or viscous pollutants which will cause obstruction to the flow in the POTW resulting in interference. Such pollutants include, but are not limited to: grease, garbage with particles greater than one-half inch any dimension, animal tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, tar, asphalt residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing waste, or tumbling and de burring stones, and wastewater containing fat, wax, O&G, or other substances which may solidify or become viscous at temperatures between 32° F. and 150° F. (0° C. and 650° C.);
4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate or pollutant concentration which will cause interference or pass through at the POTW or which constitutes a slug load as defined in this chapter;
5. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case wastewater or vapor having a temperature higher than 150° F. (65° C.) at the point of introduction into the POTW; and in no case waste water or vapor which alone or in concert with other discharges produces a temperature at the POTW treatment plant greater than 104° F. (40° C.);
6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems or a public nuisance;
8. Any trucked or hauled pollutants, except at discharge points designated by the POTW;
9. Radioactive wastes unless they comply with IAC 641-40.72, 641-40.88 and 641-40 Appendix B, Table III,
10. Pollutants causing excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions);

13.16.060. Local limits for specific pollutants.

[Amended 5-8-2024 by Ord. No. 2024-193; 11-9-2022 by Ord. No. 2022-528; Ord. 2018-354]

A. General provisions.

1. Dilution. Users shall not increase the use of process water or, in any way; attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the NCPS, or with any other pollutant specific limitation developed by the City.
2. Sample location. Measurement of pollutant concentrations to determine compliance shall be made at the point immediately following the pretreatment facility and before mixture with other waters, unless another point is designated by the Water Pollution Control Plant Manager. If necessary, the concentrations so measured shall be recomputed to exclude the effect of any dilution that is improper using the combined waste stream formula.

- B. Headworks limits - average mass. The average composite loading of all users contributing the following specific pollutants to the POTW shall not exceed the allowable total pounds. The allocation of pollutants between industrial and non- industrial sources may be adjusted by the Water Pollution Control Plant Manager provided that allowable total loading for any pollutant at the headworks of the POTW treatment plant is not exceeded.

Table 1	
Davenport Water Pollution Control Plant	
2606 South Concord Street	
Head Works Allowable Loading	
Pollutant	30 Day Average (lbs)
Al	5405.653
As	3.229
Ba	NA
Cd	4.892
Total Cr	86.373
Cu	61.823
Fe	682.836
Pb	17.432
Hg	1.004
Mo	44.749
Ni	34.532
Se	3.828
Ag	14.771
Zn	125.628
Total Phenols	3018.538

Table 1	
Davenport Water Pollution Control Plant	
2606 South Concord Street	
Head Works Allowable Loading	
Pollutant	30 Day Average (lbs)
Total Cyanide	8.408

Table 2	
Davenport Water Pollution Control Lagoon	
West Locust Street	
Head Works Allowable Loading	
Pollutant	30 Day Average (lbs)
Al	NA
As	NA
Ba	NA
Cd	0.002
Total Cr	0.062
Cu	0.084
Fe	NA
Pb	0.011
Hg	NA
Mo	NA
Ni	0.072
Se	NA
Ag	0.002
Zn	8.338
Total Phenols	NA
Total Cyanide	0.002

Table 3			
Davenport Water Pollution Control Plant			
2606 South Concord Street			
Tier 1 Significant Industrial User Local Limits			
	PB Leiner USA	Nestle Purina	Kraft Heinz
Pollutant	30 Day Average	30 Day Average	30 Day Average
Al	NA	NA	NA
As	0.17 Pounds	0.04 Pounds	0.10 Pounds
Ba	NA	NA	NA
Cd	0.080 Pounds	0.02 Pounds	0.05 Pounds
Total Cr	0.080 Pounds	0.07 Pounds	0.05 Pounds
Cu	0.17 Pounds	0.33 Pounds	0.10 Pounds
Fe	NA	NA	NA
Pb	0.17 Pounds	0.04 Pounds	0.10 Pounds
Hg	NA	NA	NA
Mo	NA	NA	NA
Ni	0.090 Pounds	0.04 Pounds	0.05 Pounds
Se	0.17 Pounds	0.04 Pounds	0.10 Pounds
Ag	0.08 Pounds	0.02 Pounds	0.05 Pounds
Zn	1.07 Pounds	1.63 Pounds	0.34 Pounds
Total Phenols	0.51 Pounds	0.06 Pounds	0.20 Pounds
Total Cyanide	0.10 Pounds	0.03 Pounds	0.06 Pounds

Table 4	
Davenport Water Pollution Control Plant	
2606 South Concord Street	
Tier 2 Significant Industrial User Local Limits	
Pollutant	30 Day Average
Al	NA
As	0.141 mg/L
Ba	NA
Cd	0.242 mg/L
Total Cr	4.441 mg/L
Cu	2.989 mg/L
Fe	NA
Pb	0.629 mg/L
Hg	NA
Mo	NA
Ni	1.770 mg/L
Se	0.121 mg/L
Ag	0.776 mg/L
Zn	5.636 mg/L
Total Phenols	115.828 mg/L
Total Cyanide	0.448 mg/L

Table 5	
Davenport Water Pollution Control Lagoon	
West Locust Street	
Significant Industrial User Local Limits	
Pollutant	30 Day Average
Al	NA
As	NA
Ba	NA
Cd	0.024 mg/L
Total Cr	0.924 mg/L
Cu	1.282 mg/L
Fe	NA
Pb	0.173 mg/L
Hg	NA
Mo	NA
Ni	1.099 mg/L
Se	NA
Ag	0.029 mg/L
Zn	5.00 mg/L
Total Phenols	NA mg/L
Total Cyanide	0.027 mg/L

C. Discharge concentration limits and review criteria.

1. The admission into the POTW of any materials, water or waste having a pollutant concentration or poundage greater than the limits in Tables 1 through 5 above, or containing pollutants not listed herein, shall be subject to the review and approval of the Water Pollution Control Plant Manager. After review of the proposed discharges, the Water Pollution Control Plant Manager may:
 - a. Reject the waste for reasons consistent with Section **13.16.020**.
 - b. Require pre-treatment to an acceptable pollutant concentration for discharge to the POTW.
 - c. Require control of the quantities and rates of discharge of the water or waste.
 - d. Require payment to cover the added cost of handling and treatment of water and waste or any combination thereof.
 - e. Reduce the maximum or average mass loading of present and prospective individual users on any reasonable prorated basis to meet headworks loading limits at the POTW treatment plant.

- f. Require the user to obtain a wastewater discharge permit and be subject to any of the rules and regulations contained therein.
 - g. Require the user to meet local limits or NCPS in cases where local limits are more restrictive than NCPS provided that headworks loading limits are met.
 - h. Initiate enforcement action in response to any non-compliance with this ordinance using the enforcement procedures outlined in this ordinance.
 - i. Take any combination of steps a through h as appropriate.
2. Users discharging wastewater to the POTW having pollutant concentrations or flows greater than the limits in Table 8 shall be considered non-domestic for purposes of sewer charges and may be regulated or permitted by the Water Pollution Control Plant Manager as appropriate:

Table 8	
Domestic Pollutant Levels	
Pollutant	Domestic Limit
BOD	250 mg/L
TSS	300 mg/L

- D. No provision of this section shall be construed to provide lesser discharge standards than are presently or may hereafter be imposed and required by USEPA or IDNR, nor to allow the average allowable total loading for any pollutant at the headworks of the POTW treatment plant to be exceeded.

13.16.065. National categorical pretreatment standards.

[Ord. 2018-354]

- A. Users subject to National Categorical Pretreatment Standards (NCPS) as contained in 40 CFR Chapter I, Subchapter N, Parts 405 471 or future promulgated regulations shall comply with the standards and applicable reporting requirements under 40 CFR 403.12.
- B. New sources of categorical discharge shall meet NCPS in the shortest feasible time but in no case longer than 90 days from the commencement of discharge. Failure to comply shall be a violation of this ordinance and subject the user to enforcement action.
- C. The POTW shall notify all known affected categorical users of the applicable reporting requirements under 40 CFR 403.12. Failure of the POTW to notify the User shall not relieve the user of the duty, if any, to comply with NCPS.
- D. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Water Pollution Control Plant Manager may impose equivalent concentrations or mass limits in accordance with 40 CFR 403.6 (c).
- E. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Water Pollution Control Plant Manager may convert the limits to equivalent limitations expressed either as mass of pollutant discharge per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users in accordance with 40 CFR 403.6 (c) (3) and (4).
- F. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Water Pollution Control Plant Manager shall impose an alternate limit in accordance with 40 CFR 403.6 (e).
- G. A Categorical User may obtain a net/gross adjustment to a categorical Pretreatment Standard in accordance with 40 CFR 403.15

13.16.070. State requirements.

[Ord. 2018-354]

State requirements and limitations on discharges shall apply in any case where they are more stringent than USEPA or City requirements and limitations unless allowed by the state.

13.16.075. City's right of revision.

[Ord. 2018-354]

The City reserves the right to establish more stringent limitations or requirements on discharges to the POTW than those contained in this chapter if deemed necessary to comply with the purpose and policy objectives presented in section **13.16.020**.

13.16.080. Pretreatment.

[Ord. 2018-354]

- A. A user discharging, or with potential to discharge, any waste into the POTW as set forth in section **13.16.055**, **13.16.060**, **13.16.065**, **13.16.070** or **13.16.075** shall be required by the Water Pollution Control Plant Manager to construct, install and operate, at the user's sole expense, such pretreatment facilities as may be required in order to:

1. Reduce the objectionable characteristics or constituents to within the maximum limits provided for in sections **13.16.055**, **13.16.060**, **13.16.065**, and **13.16.070**;
 2. Control the quantities and rates of discharge of such wastewater;
 3. Reduce the pollutants to such concentration and flows as may be contained in the user's wastewater discharge permit;
 - (a) New industrial users discharging into the POTW will be required to design and operate their pretreatment facilities to meet the domestic pollutant limits in Table 8.
 - (b) Existing industrial users planning significant modifications to their facility or discharge to the POTW will be required to install and operate pretreatment facilities to meet the domestic pollutant limits in Table 8.
 4. Prevent the discharge of liquid waste containing O&G, sand in excessive amounts, any flammable waste, or other harmful pollutants. All traps or similar devices shall be of a type and capacity needed to perform effectively and shall be readily and easily accessible for cleaning and inspection. All traps or devices shall be provided and maintained in efficient operating condition at all times. Materials removed from traps shall be considered unacceptable for disposal at the POTW treatment plant unless specifically approved by the Water Pollution Control Plant Manager.
- B. All plans, specifications, technical operating data and other information pertinent to the proposed operation and maintenance of pretreatment facilities shall be reviewed and approved by the Water Pollution Control Plant Manager prior to construction. Design and installation of such facilities shall be subject to the requirements of all applicable codes, chapters and laws, including local zoning regulations. The review and approval of such plans and operating procedures shall, in no way, relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Water Pollution Control Plant Manager under the provisions of this chapter. Any subsequent changes in the pretreatment facilities or method of operations shall be reported to and be acceptable to the Water Pollution Control Plant Manager prior to the user's initiations of the changes.
- C. Users shall continuously maintain all pretreatment facilities required by this chapter in satisfactory and effective operating condition at the sole expense of such user.
- D. No provision contained in this chapter shall be construed to prevent or prohibit a separate or special agreement between the City and any user whereby wastewater containing waste of unusual strength, character or composition may be accepted by the City for treatment, subject to additional payment by such user; provided however, that such agreement shall have the prior approval of the Water Pollution Control Plant Manager, shall not conflict with IDNR and USEPA requirements, and shall be consistent with sections 13.16.060(b), 13.16.065, 13.16.070 and 13.16.080(f) of this chapter.
- E. The Water Pollution Control Plant Manager may reject any waste, which, in the opinion of the Water Pollution Control Plant Manager, may cause interference or pass through.
- F. Users shall obtain the specific approval of the Water Pollution Control Plant Manager prior to discharging any waste resulting from a pretreatment facility to the POTW. The Water Pollution Control Plant Manager may develop a documentation system to track the transportation and final disposition of any pretreatment waste. Pretreatment waste regulated by this paragraph shall include waste generated as a result of pretreatment processes used to comply with NPDES permits, air pollution permits, wastewater discharge permits, soil/groundwater reclamation processes, and pollutants resulting from a spill of any liquid or solid material or the clean up of any such spill. Pretreatment waste is prohibited from disposal to the water of the state except as specifically permitted by IDNR.

13.16.085. Dilution prohibited.

[Ord. 2018-354]

Users shall not increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with the limitations contained in the NCPS, or with any other pollutant specific limitation developed by the City.

13.16.090. Slug/spill control.

[Ord. 2018-354]

- A. Users, who upon internal review by the user personnel or upon review by the Water Pollution Control Plant Manager, are determined to have the ability to cause interference or pass through at the POTW or to discharge a slug shall provide protection from accidental discharge to the POTW of prohibited materials or other substances regulated by this chapter. Facilities to prevent accidental discharge of prohibited materials shall be at the user's cost and expense.
- B. Slug/Spill Control Plan (SCP). Users meeting the criteria in subsection A thereof shall develop a SCP and implement the plan after approval by the Water Pollution Control Plant Manager. The plan shall contain the following:
 1. A description of discharge practices, including non-routine batch discharges;
 2. A description of stored chemicals;
 3. Procedures for immediately notifying the POTW of slug discharges, including any that would violate the discharge prohibitions in section **13.16.055** of this chapter. Notification procedures shall comply with paragraphs (c) and (d) of this subsection;
 4. A description of procedures and structures necessary to prevent adverse POTW impact from accidental spills including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

5. A schedule for the completion or implementation of necessary procedures and structures. Complete implementation and installation of any procedures or structures shall be according to the shortest possible schedule but in no case longer than one year. Review and approval of such plans and operating procedures shall not relieve the User from the responsibility to modify and operate its facility as necessary to meet the requirements of this chapter.
- C. Users shall immediately telephone and notify the POTW in the case of
 1. Any discharge, including, but not limited to, accidental discharges, discharges of a non-routine episodic nature, a non-customary batch discharge, or a slug discharge that may cause potential problems for the POTW.
 2. Any discharge, which violates section **13.16.055** of this chapter.
 3. Any discharge into the POTW of a substance which is a listed or characteristic waste under 40 CFR 261. This type of discharge will also be require additional immediate reporting to the USEPA Regional Director and IDNR.
 - D. Immediate notification requirements shall include the name of caller, location and time of discharge, pollutant concentration, volume and the corrective actions taken.
 - E. Users shall submit a written report to the Water Pollution Control Plant Manager within five days following such an accidental or deliberate discharge describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Users shall submit follow up reports as may be required by the Water Pollution Control Plant Manager. Such report, or reports, shall not relieve the User of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such report relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or otherwise. Failure to report accidental or deliberate discharges may, in addition to any other remedies available to the City, result in the revocation of the discharger's wastewater discharge permit.
 - F. Users shall control production or all discharges to the extent necessary to maintain compliance with all applicable regulations upon reduction, loss, or failure of its pretreatment facility until the facility is restored or an alternative method of pretreatment is provided. This requirement applies in the situation where, among other things, the primary source of power to the user's pretreatment facility is reduced, lost or fails.
 - G. Users required to have a SCP must permanently post a notice in English and the language of common use on the user's bulletin board or other prominent place advising employees whom to call should a prohibited discharge occur. Users shall insure that all employees who are in a position to cause, discover, or observe such an accidental discharge are advised of the emergency notification procedures.

13.16.095. Treatment upsets.

[Ord. 2018-354]

- A. For the purposes of this section, Upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An Upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph (c) are met.
- C. An User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 1. An Upset occurred and the User can identify the cause(s) of the Upset;
 2. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;
 3. The User has submitted the following information to the POTW within 24 hours of becoming aware of the Upset (if this information is provided orally, a written submission must be provided within five days):
 - (a) A description of the Indirect Discharge and cause of noncompliance;
 - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
 - (c) Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.
- D. In any enforcement proceeding the Industrial User seeking to establish the occurrence of an Upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only if an enforcement action brought for noncompliance with categorical pretreatment.
- F. The User shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

13.16.100. Treatment bypass.

[Ord. 2018-354]

- A. Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime.
- B. The user may allow a bypass to occur which does not cause a violation of pretreatment standards, but only if it is for essential maintenance to assure efficient operation.
- C. Notification of Bypass:
 - 1. Anticipated Bypass. If the user knows in advance of the need for a bypass, it shall submit prior written notice, at least 10 days before the date of the bypass, to the Water Pollution Control Plant Manager.
 - 2. Unanticipated Bypass. The user shall immediately notify the Water Pollution Control Plant Manager and submit a written notice to the POTW within five days. This report shall specify:
 - (a) A description of the bypass, its cause, and the duration;
 - (b) Whether the bypass has been corrected;
 - (c) The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.
- D. Proper notification shall not relieve the user of liability for treatment costs and fees or other remedies as provided for in Section **13.16.080**.

13.16.105. Comprehensive sewer service charges - Enumerated.

[Ord. 2018-354]

Every person whose premises are served by connection to the sanitary sewer system of the City either directly or indirectly, shall pay to the City a comprehensive sewer service charge for the use of and for services supplied by the wastewater facilities of the City, which charges shall consist of:

- (1) A basic user charge;
- (2) A surcharge for the O & M of the wastewater treatment plant for wastes contributed of strengths greater than domestic wastewater. All users contributing wastewater in excess of the concentrations hereafter listed shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use:

Table 10 Surcharged Pollutants	
Pollutant	
BOD	
TSS	

- (3) A customer charge.

13.16.106. Rates.

[Amended 5-24-2023 by Ord. No. 2023-229; Ord. 2018-354]

The rates for the comprehensive sewer service charges shall be reviewed annually and established from time to time by City Council ordinance and shall be as follows:

- A. For Basic User Charge. The basic user charge shall be based on the quantity of flow estimated or actual flow of wastewater recorded by meters. The unit charge for wastewater measured in 100 cubic feet shall be computed as follows:
 - 1. Unit Cost. The unit cost per 100 cubic feet shall be determined by dividing the anticipated budget for operation and maintenance of the wastewater treatment plant and the sanitary sewer system including debt service and anticipated, current year capital improvements by the estimated quantity of flow billed to all users of the sanitary sewer system.
- B. For Surcharge. The surcharge for the O & M cost of the wastewater treatment plant shall be collected from those users who contribute wastes which strengths are greater than domestic wastewater. These users shall be sampled, and the sample analyzed at least once per month.
 - 1. Monthly Excess BOD. The monthly excess BOD, expressed in milligrams per liter, shall be calculated by subtracting the BOD of domestic wastewater (250 milligrams per liter) from the monthly average BOD of a user. If the value is less than zero, zero shall be used to compute the average of excess BOD.
 - 2. BOD Surcharge Amount. The surcharge for BOD shall be calculated by multiplying the excess BOD value by the unit BOD cost per pound.
 - 3. Monthly Excess SS. The monthly excess SS, expressed in milligrams per liter, shall be calculated by subtracting the SS of domestic wastewater (300 milligrams per liter) from the monthly average SS of a user. If the value is less than zero, zero shall be used to compute the average of excess SS.

4. SS Surcharge Amount. The surcharge for SS shall be calculated by multiplying the excess SS value by the unit SS cost per pound. The total surcharge shall then be a summation of the surcharge for BOD and the surcharge for SS.
- C. For the Customer Charge.
1. The cost of determining the amount due from each user and the collecting of same shall be borne by the user. Each user shall be billed on a regular basis, i.e., monthly or quarterly, for the amount of the comprehensive sewer service charges.
 2. Each regular bill shall be increased by a charge to defray the cost of computing and mailing the bill. The cost per bill will be determined by dividing the anticipated budget, including the portion of the debt service and the anticipated current year capital improvements, by the total number of bills mailed to the users.
- D. For single-family detached residential customers who are billed quarterly, the basic user charge shall be computed using the rate as determined in subsection A of this section, multiplied by the actual amount of water supplied by the water company (Iowa-American Water Company) as shown by the water meter readings of that company or 35 ccf, whichever is less. All other customers shall pay a basic user charge based upon the amount of water supplied by the water company as shown by the water meter readings of that company.
- E. Special Rates. Grounds; Approval. Where, in the judgment of the Council, special conditions surround the use of water to the extent that the application of the comprehensive sewer user charge or method of measurement would be inequitable or unfair to either the City or the user, a special rate or method of measurement shall be established by the City. Such rates or methods of measurement shall be subject to approval by resolution of the Council. In such cases, the City Council may require that water consumed on the premises concerned shall be separately metered at the expense of the user, who shall also pay the cost of the reading resulting therefrom. In all cases, the comprehensive sewer user charge resulting shall be on an equal basis as nearly as may be with charges which would apply to an equal quantity and character of waste of other users of the wastewater system.
- F. Replacement Component. Calculation; Use. The replacement component shall be 15% of the operation and maintenance (O & M) budget approved for the wastewater treatment plant in each fiscal year. The replacement component shall be calculated in each fiscal year and shall be added to the total O & M budget for the wastewater treatment plant for such year. Any portion of a replacement component which has not been used in a fiscal year shall not lapse but shall be retained, together with any interest accrued thereon; shall be carried forward and combined with any unused portion of any other replacement component for the current fiscal year, to be used to replace equipment at the wastewater treatment plant. A replacement component and any unused portion of a prior replacement component, plus any interest thereon, which has been carried forward as herein provided, shall be used only to replace equipment at the wastewater treatment plant. The O & M budget for the wastewater treatment plant plus the replacement component for the current fiscal year shall be used as the anticipated budget for calculating comprehensive sewer service charges for the use of the wastewater treatment plant.
- G. All sewer fees billed after the ordinance effective date will use the revised rate schedule.

13.16.107. Rates - Amount.

[3-9-2022 by Ord. No. 2022-126; Ord. 2018-354; Ord. 2018-87 §§ 1-9; Ord. 2016-160 §§ 1-3; Ord. 2014-85 §§ 1 — 4; Ord. 2013-277; Ord. 2012-49 §§ 1 — 4; Ord. 2010-60 § 1-4; Ord. 2008-155 § 1; Ord. 2007-91 § 1; 2003-27 § 1 (part)]

The rates for comprehensive sewer service supplied by the wastewater facilities of the City shall be as follows:

- A.
1. Effective July 1, 2022: 572.00 cents per one hundred cubic feet of water use as determined by water meter readings.
 2. Effective July 1, 2023: 601.00 cents per one hundred cubic feet of water use as determined by water meter readings.
 3. Effective July 1, 2024: 631.00 cents per one hundred cubic feet of water use as determined by water meter readings.
- B.
1. Effective July 1, 2022:
 - a. 2184.00 cents per bill for monthly billed commercial customers,
 - b. 1196.00 cents per bill for monthly billed residential customers,
 - c. 2937.00 cents per bill for quarterly commercial billed customers,
 - d. 2987.00 cents per bill for quarterly residential billed customers.
 2. Effective July 1, 2023:
 - a. 2293.00 cents per bill for monthly billed commercial customers,
 - b. 1245.00 cents per bill for monthly billed residential customers,
 - c. 3084.00 cents per bill for quarterly billed commercial customers,
 - d. 3134.00 cents per bill for quarterly billed residential customers.
 3. Effective July 1, 2024:
 - a. 2408.00 cents per bill for monthly billed commercial customers, .
 - b. 1296.00 cents per bill for monthly billed residential customers,

- c. 3238.00 cents per bill for quarterly commercial billed customers,
- d. 3288.00 cents per bill for quarterly residential billed customers
- C. 8.08 cents per pound of excess "BOD" over domestic strength wastewater.
- D. 17.61 cents per pound of excess suspended solids over domestic strength wastewater.
- E. 15,000 CCF Maximum Flow Per Day. The average flow shall be determined by dividing the total flow in the billing period by the number of days in the billing period. If the average flow exceeds 15,000 ccf per day, the quantity of 15,000 ccf multiplied by the number of days in the billing period shall be substituted in the calculation.
- F.
 - 1. Effective July 1, 2018, \$0.50 of rates established in Section B for residential customers per quarter to fund the no-fault sewer backup reimbursement program.
[Ord. 2018-87 § 9]

13.16.108. Unpaid fees.

[Amended 5-11-2022 by Ord. No. 2022-245; Ord. 2018-354]

- A. Unpaid sewer fees will be handled by one or a combination of the following collection methods:
 - 1. The City Treasurer shall certify to the County Treasurer any comprehensive sewer user charge which is owed 60 days after the invoice is issued. All certified charges constitute a lien upon the premises served by the sanitary sewer system for which the charges were made and shall be collected in the same manner as taxes. Failure to send or receive a bill for comprehensive sewer user charges is not a defense to the collection of the charges.
 - 2. Add a collection fee to customer balances and turn accounts over to a collection agency.
 - 3. Turn accounts over to the State of Iowa to participate in the Iowa Income Offset program which is covered under Chapter 8A.504 of the Iowa Code.
 - 4. City staff may order suspension of utility services to those premises for which the comprehensive sewer and/or clean water user charge is delinquent including but not limited to notifying Iowa American Water (IAW) to suspend water service as allowed by State of Iowa Code §476.20(I)(b) and 199 IAC 21.4(7).
 - a. Disconnection of service shall be permitted according to the conditions:
 - i. The City must enter into an agreement with Iowa American Water.
 - ii. The City shall notify the person promptly of the reason for refusal to serve and the person's right to file a complaint with the Iowa Utilities Board.
 - iii. The customer must have a combined delinquent balance of sewer and clean water fees in excess of an amount to be established by the Finance Director after notice is provided to the Mayor and City Council.
 - iv. The City must send a letter to the customer notifying the customer of the delinquent balance, allow the customer 12 days to respond excluding Sundays and holidays.
 - v. Allow the customer to enter up to two written agreements for the duration of 12 months to pay off the delinquent balance.
 - vi. Reconnect fees must be consistent with the water utilities approved tariff.
 - 5. Collection fees shall be established by and additional collection methods may be initiated by the Finance Director.

13.16.109. Fees.

[Added 3-22-2023 by Ord. No. 2023-130; Ord. 2018-354]

Fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods shall be set by resolution of the City Council.

Article III.. WASTEWATER DISCHARGE PERMITS AND REPORTING REQUIREMENTS

13.16.110. Class of Permit.

[Ord. 2018-354]
(Reserved)

13.16.115. Permit requirements.

[Ord. 2018-354]

All new industrial users shall notify the Water Pollution Control Plant Manager of the nature and characteristics of their proposed discharge 180 days prior to commencing discharge. A notification form prescribed by the City shall be used for this purpose.

Significant users shall discharge wastewater, either directly or indirectly, into the POTW only after obtaining a wastewater discharge permit from the Water Pollution Control Plant Manager. Obtaining a wastewater discharge permit does not relieve a User of the obligation to obtain other permits required by federal, state, or local law.

Other Users, including waste haulers, shall obtain permits as required by the Water Pollution Control Plant Manager.

13.16.120. Permit applications - Baseline monitoring reports.

[Ord. 2018-354]

Users applying for a wastewater discharge permit or submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the Water Pollution Control Plant Manager:

- A. Users applying for a wastewater discharge permit must submit an application form prescribed by the City and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. Existing users subject to new NCPS must, within 180 days after the effective date of the standard, submit such an application. The following information is required:
 1. Name, address, and location of facility (if different from the mailing address);
 2. Name of a person or agent authorized to accept legal service of process;
 3. Standard Industrial Classification (SIC) code of both the industry as a whole and any processes for which NCPS have been promulgated and a list of any environmental control permits held by or for the facility;
 4. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any federal, state, or local standards with sampling and analysis performed in accordance with EPA approved methods, and meeting the following requirements:
 - (a) The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.
 - (b) All samples shall be representative of daily operations.
 - (c) A minimum of six (6) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants, twenty-four- hour composite samples must be obtained through flow proportional composite sampling techniques where feasible. The Water Pollution Control Plant Manager may waive flow proportional composite sampling for any user that demonstrates that flow proportional sampling is not feasible. In such cases, samples may be obtained through time proportional techniques or through a minimum of four (4) grab samples where the User demonstrates that such sampling will provide a representative sample of the effluent being discharged.
 - (d) Where the flow of the stream being sampled is less than or equal to 250,000 gpd, the User must analyze three samples within a two-week period. Where the flow of the stream being sampled is greater than 250,000 gpd, the user must analyze six samples within a two-week period.
 - (e) Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentrations or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the Water Pollution Control Plant Manager. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.
 - (f) The Water Pollution Control Plant Manager may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.
 - (g) A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each Application/Baseline Monitoring Report unless such sampling and analysis was performed by the City.
 5. Time and duration of all discharges;
 6. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any;
 7. Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW;
 8. The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the state of Iowa;
 9. Each product produced by type, amount, process or processes and rate of production;
 10. Type and amount of raw materials processed (average and maximum per day);
 11. Number and type of employees, and hours of operation, and proposed or actual hours of operation of the pretreatment facility;

12. A statement, reviewed by an authorized representative of the user (as defined in section **13.16.170**) and certified to by a professional engineer registered in the state of Iowa, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance (O&M) or additional pretreatment is required for the user to meet pretreatment standards and requirements;
 13. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, then the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:
 - (a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such schedule shall include, where applicable, but not limited to, dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations);
 - (b) No increment referred to in paragraph (A) above, shall exceed nine months, nor shall the total compliance period exceed 18 months;
 - (c) No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Water Pollution Control Plant Manager, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the Water Pollution Control Plant Manager.
 14. Any additional information required by the Water Pollution Control Plant Manager to evaluate a permit application;
- B. All applications and reports must contain the certification statement and be signed in accordance with section **13.16.170**.
- C. Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on 40 CFR 403.12(e)(2).

13.16.125. Categorical industries - Report on compliance.

[Ord. 2018-354]

Users subject to NCPS shall submit a report to the Water Pollution Control Plant Manager containing the information described in section **13.16.120** subsections (1)(iii),(iv), (v) and (xi) within 90 days following the date for final compliance with applicable NCPS or, in the case of a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's long term production rate. For all other users subject to NCPS expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with Section **13.16.170** of this chapter.

13.16.130. Permit contents.

[Ord. 2018-354]

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the Water Pollution Control Plant Manager to prevent pass through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate POTW sludge management and disposal, protect ambient air quality, and protect against damage to the POTW collection system or plant.

- A. The conditions may include, but need not be limited to, the following:
1. Limits on the average or maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization;
 2. Limits on the average or maximum concentration, mass, or other measure of identified wastewater constituents or properties;
 3. Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
 4. Requirements for the development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or prohibited discharges;
 5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
 6. Requirements for installation and maintenance of inspection, sampling, and flow monitoring facilities and equipment for each separate discharge into the POTW;
 7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules;
 8. Compliance schedules;
 9. Requirements for submission of technical reports or discharge reports and which may include production data;
 10. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Water Pollution Control Plant Manager and affording the Water Pollution Control Plant Manager or the Water Pollution Control Plant Manager's

representatives, access thereto;

11. Requirements for the notification of any substantial change in the manufacturing processes, pretreatment processes, quantity or quality of waste discharged to the POTW 90 days prior to such change. The Water Pollution Control Plant Manager shall approve, deny or condition a changed discharge prior to a change occurring in accordance with the provisions of section 13.16.050(4) of this chapter;
12. A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal pretreatment standards, including those which become effective during the term of the permit.
13. Other conditions as deemed appropriate by the Water Pollution Control Plant Manager to ensure compliance with this chapter, and state and federal laws, rules, and regulations;

13.16.135. Permit duration and renewal.

[Ord. 2018-354]

Permits shall be issued for a specified time period, not to exceed five (5) years. Permitted users shall apply for a new permit by submitting a completed permit application a minimum of 90 days prior to the expiration of the user's existing permit.

13.16.140. Continuation of expired permits.

[Ord. 2018-354]

Expired permits shall remain effective and enforceable until the permit is reissued unless the user is notified of permit termination by the City.

13.16.145. Permit modifications.

[Ord. 2018-354]

The Water Pollution Control Plant Manager may modify the permit for good cause including, but not limited to, the following:

- (1) To incorporate any new or revised federal, state, or local pretreatment standard or requirement (after becoming aware of more stringent standards or requirements, the POTW will update permits within 90 days);
- (2) Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit;
- (3) A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating that the permitted discharge poses a threat to the POTW, POTW personnel or the receiving water;
- (5) Violation of any terms or conditions of the permit;
- (6) Misrepresentation of or grant of variance from such categorical standards pursuant to 40 CFR 403.13;
- (7) To correct typographical or other errors in the permit;
- (8) To reflect transfer of the facility ownership or operation to a new owner/operator;
- (9) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

The filing of a request by the permittee for permit modification, revocation and re issuance, termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

13.16.150. Permit transfer.

[Ord. 2018-354]

Users shall not reassign or transfer a wastewater discharge permit to a new owner. New owners must apply for a new wastewater discharge permit 30 days prior to a change in ownership.

13.16.155. Denial of permit.

[Ord. 2018-354]

The Water Pollution Control Plant Manager may deny a permit to any user whose discharge of material to POTW, whether shown upon application or determined after inspection and testing conducted by the City, is not in conformity with this chapter or whose application is incomplete or does not comply with the requirements of Section **13.16.120**.

13.16.160. Permit violations.

[Ord. 2018-354]

Any violations of the terms, conditions, or limits of a user's wastewater discharge permit shall be deemed a violation of this chapter and subject the User to all enforcement procedures outlined in this chapter.

13.16.165. Periodic compliance reports.

[Ord. 2018-354]

A. Periodic compliance reports are required as follows:

1. Significant users shall submit to the Water Pollution Control Plant Manager no less than twice per year, a report indicating the nature, concentration, and flow of pollutants in the effluent which are limited by permit or pretreatment standards for the reporting period. This report shall include a record of the monthly average flows and the daily flow for each analysis date during the reporting period. At the discretion of the Water Pollution Control Plant Manager and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Water Pollution Control Plant Manager may agree to alter the months during which the above reports are to be submitted.
 2. The Water Pollution Control Plant Manager may impose mass limitations on users. In such cases, the report required by the above paragraph shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. All analysis shall be performed using EPA approved methods using sampling techniques approved by IDNR.
 3. Users shall meet the certification and signatory requirements in section **13.16.170** for each report submitted under this section. Where the City itself collects all the information required for the report, including flow data, the industrial user will not be required to submit a periodic compliance report.
 4. Users must notify the POTW of all violations identified as a result of self monitoring to the POTW by telephone, during normal business hours, within 24 hours of the time the User becomes aware of such violation. The user must also submit the results of repeat analyses to the POTW within 30 days after becoming aware of the violation together with a complete report on all steps taken to resolve the violation. The user need not repeat the analyses if:
 - (a) The POTW performs sampling of the industrial user at a frequency of at least once per month, or
 - (b) The POTW performs sampling of the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling; or
 - (c) The POTW has performed the sampling and analysis in lieu of the user, the POTW will perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis, [per 40 CFR 403.12(g) (2)]
 5. If the user monitors any pollutant more frequently than required, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified by the Water Pollution Control Plant Manager, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in the monthly report.
 6. If the user utilizes a laboratory other than the Davenport Water Pollution Control Plant Laboratory to sample or analyze any pollutant, the Davenport Water Pollution Control Plant Manager must be informed in writing. All external sampling plans must be approved prior to uses of the third-party data in the monitoring reports.
 7. The Davenport Water Pollution Control Plant manager has selected the Davenport Water Pollution Control Plant Laboratory as the primary laboratory for all Biochemical Oxygen Demand, Total Suspended Solids and pH sample analyses for regulatory compliance and Combined Sewer Service Charge billing. The user can request a different laboratory be used by writing the Davenport Water Pollution Control Pretreatment Office listing the reasons for the request and the alternatives the permittee would like. The permittee will be notified in writing within 30 calendar days of receipt if the request or parts of the request was approved.
- B. The Water Pollution Control Plant Manager may authorize a user subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the user has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the user. This authorization is subject to the conditions set forth in 40 CFR 403.12(e)(2).
- C. The Water Pollution Control Plant Manager may reduce the requirements for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the State for those users determined to be a Non-Significant Categorical Industrial User per 40 CFR 403.3(v)(2).
1. Reduced reporting is not available to users that have in the last two years been in Significant Noncompliance.
 2. Reduced reporting is not available to a user with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the Water Pollution Control Manager, decreasing the reporting requirements for this user would result in data that are not representative of conditions occurring during the reporting period.

13.16.170. Certification and signatory requirements.

[Ord. 2018-354]

All applications and reports shall be signed by an authorized representative of the user as defined in section **13.16.045**. Users shall maintain a current and accurate authorization on file with the Water Pollution Control Plant Manager.

A. Certification of Permit Applications, User Reports and Initial Monitoring Waiver

All permit applications, baseline monitoring reports, reports on compliance with the categorical Pretreatment Standard deadlines, periodic compliance reports and initial requests to forego sampling of a pollutant not present submitted by a user shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

B. Annual Certification for Non-Significant Categorical Industrial Users.

A facility determined to be a Non-Significant Categorical Industrial User by the Water Pollution Control Plant Manager must annually submit the following certification statement signed in accordance with the signatory requirements in 40 CFR 403.120(l). This certification must accompany an alternative report required by the City:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR_____, I certify that, to the best of my knowledge and belief that during the period from_____,_____to_____,_____ (months, days, year):

- (a) The facility described as _____ (facility name) met the definition of a Non-Significant Categorical Industrial User as described in 40 CFR 403.3(v)(2);
- (b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
- (c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information. _____".

C. Certification of Pollutants Not Present Users that have an approved monitoring waiver must certify on each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the user.

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR_____, I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under section 13.16.165."

13.16.175. Monitoring facilities.

[Ord. 2018-354]

- A. Permitted Users, when required by the Water Pollution Control Plant Manager, shall provide and operate monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer, or internal drainage systems at their own expense. The Water Pollution Control Plant Manager may require the placement of such monitoring facilities at the end of each process where pollutants are used, produced, or treated. The monitoring facility should normally be situated on the user's premises and located so that it will not be obstructed by landscaping or parked vehicles.
- B. When required by permit and within 90 days of written notification, Users shall install a sampling chamber for each separate discharge of the building sewer in accordance with plans and specification approved by the City. Users shall provide ample room in or near such sampling chamber to allow accurate sampling and preparation of samples for analysis. Users shall maintain all sampling and measuring equipment in a safe and proper operating condition at all times and at the expense of the user which shall be safely, easily and independently accessible to authorized representatives of the City. Users shall certify all flow measuring devices to be in proper working condition once per year using a qualified technician acceptable to the Water Pollution Control Plant Manager.
 1. Each sampling chamber shall contain a flume unless another device is approved by the City, with a recording and totalizing device for measurement of the liquid quantity.
 2. At the discretion of the Water Pollution Control Plant Manager, metered water supply to a user may be used as the volume quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment agreed to by the Water Pollution Control Plant Manager is made in the metered water supply to determine the liquid waste quantity. Separate meters may be used to subtract water which is not discharged to the POTW or is discharged to a sewer other than the sampled location.
 3. Samples shall be taken at a frequency and volume determined by the Water Pollution Control Plant Manager, and shall be properly refrigerated and preserved in accordance with EPA approved methods. The sample shall be composited in proportion to the flow for a representative 24 hour sample. A time proportioned 24 hour sample may be used if flow proportioned sampling is determined by the City to be impractical. Grab samples shall be used where appropriate.
- C. Users must inform the Water Pollution Control Plant Manager prior to breaking a sampler seal, used by the City to detect sample tampering, unless necessary to prevent loss of life, personal injury, or severe property damage. Users must not place additional seals or locks upon a sampler which may be used by the City without first obtaining approval from the Water Pollution Control Plant Manager.

13.16.180. Inspection, sampling, and record keeping authority.

[Ord. 2018-354]

A. Users shall give the following authorities to the City:

1. Users shall permit authorized representatives or agents of the City to enter upon all properties and all parts of the premises within the corporate limits of the City, within the extended jurisdiction of the City, or upon properties of users with wastewater discharge permits for the purposes of inspection, sampling, records examination, records copying, or the performance of any of their duties. This shall include the right to set up, on the user's property, such devices as are necessary to conduct sampling, inspection, compliance monitoring, or metering operations as may be required in pursuance of the implementation and enforcement of this chapter.
2. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements in the security measures so that, upon presentation of suitable identification, personnel from the City will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
3. All users subject to any of the reporting requirements of this chapter shall maintain copies of reports and records of all information as required in 40 CFR 403.12(o) resulting from any monitoring activities required by this chapter for a minimum of five years and shall make such records available for inspection and copying by the City. This period of retention shall be extended until the completion of any unresolved negotiation, hearing, or litigation involving a purported violation.

13.16.185. Confidential information.

[Ord. 2018-354]

- A. Except as herein provided, information and data obtained from user reports, questionnaires, permit applications and inspections, shall be made available to the public or other governmental agencies without restriction. If the user specifically requests and is able to demonstrate that the release of such information would divulge information concerning processes or methods of production entitled to protection under law as trade secrets of the User or would give advantage to competitors and serve no public purpose the Water Pollution Control Plant Manager shall not make such information available to the public but such information shall be available to the USEPA or IDNR.
- B. In determining whether information is confidential, the provision of 561-2 of the Iowa Administrative Code shall prevail.
- C. Effluent data and City enforcement actions will not be considered confidential records or information.

Article IV.. BUILDING SEWERS AND CONNECTIONS

13.16.190. Permits Required.

[Ord. 2018-354]

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City engineer.

13.16.195. Classes of permits and fees.

[Ord. 2018-354]

- A. There shall be two classes of building lateral permits, namely:
1. For nonindustrial users, residential, and commercial service; and
 2. For industrial users.
- B. In either case, the owner or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City Engineer.
- C. A permit and inspection fee of \$10 for nonindustrial building lateral permit and \$15 for an industrial building lateral permit shall be paid to the City at the time the application is filed.

13.16.200. Building lateral permit — When granted.

[Ord. 2018-354]

A building lateral permit will only be issued and a sewer connection shall only be allowed if it can be demonstrated that the downstream wastewater facilities, including sewers, pump stations, and wastewater treatment facilities, have sufficient reserve capacity to adequately and efficiently handle the additional anticipated waste load.

13.16.205. Building lateral permit — Industrial user — Nontransferability.

[Ord. 2018-354]

A building lateral permit for an industrial user shall not be transferred or sold to a new owner, new industrial user, different premises or a new or changed operation without the approval of the City engineer.

13.16.210. Bond — Required.

[Ord. 2018-354]

Every person, company, or corporation to whom a permit is granted, shall, at the time of receiving the same, file a bond approved by the City engineer in the sum of \$5,000, conditioned to indemnify and save the City harmless against all losses or damages that may arise from or be occasioned by the making of connections with the public sewers or the excavations therefore or by any carelessness, negligence, or unskillfulness in making the same.

13.16.215. Permit — Revocation.

[Ord. 2018-354]

All permits to connect with sewers shall be given upon the express condition that the City engineer may at any time before the work is completed revoke and annul the same and no party interested shall have the right to claim damages in consequence of any such permits being revoked or annulled. At no time shall a person connect a sewer lateral into a manhole, unless a special permit is obtained from the City engineer, stating how work shall be done, if granted.

13.16.220. Specifications.

[Ord. 2018-354]

- A. The size, slope, alignment, materials of construction of a building lateral and the methods to be used in excavating, placing of the pipe, jointing, testing, connection to the public sewer and backfilling the trench, shall all conform to the specifications and regulations of the City engineer.
- B. Whenever possible, the building lateral shall be brought to the building at an elevation below the basement floor. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by a means which is approved by the City engineer and discharged to the building lateral.
- C. The applicant for the building lateral permit shall notify the City engineer when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the City engineer or his representative.
- D. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Excavations within public easements and right-of-way shall conform to the requirements of Chapter 12.40. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

13.16.225. Separate laterals.

[Ord. 2018-354]

A separate and independent building lateral shall be provided for every building; except that where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building lateral from the front building may be extended to the rear building and the whole considered as one building lateral, but the City shall not be liable for any damage caused by or resulting from any such single connection.

13.16.230. Old building laterals.

[Ord. 2018-354]

Old building laterals shall not be used in connection with new buildings unless they are found, on examination and test by the director to meet all requirements of this chapter.

13.16.235. Costs and expenses.

[Ord. 2018-354]

All costs and expenses incident to the installation, ownership, use, operation, maintenance, and connection of the building lateral shall be borne by the owner of the property served thereby. The owner of the property served thereby shall indemnify the City from all loss, cost, or damage that may directly or indirectly be occasioned by the use, ownership, operation, maintenance, or installation of the building lateral.

Article V.. SEWER CONNECTION FEES

13.16.240. Required — Special rate.

[Ord. 2018-354]

- A. For the purpose of providing for the construction, extension, or enlargement of the main sewers of the City for which none or only a portion of the costs thereof, are assessed against the abutting or adjacent property, at the time the application is made for a building lateral permit, the applicant shall pay to the City Treasurer a sewer connection fee as follows:

1. The fee for a sewer connection for one-family or two-family residence, regardless of area of the lot or tract upon which the dwelling is located, shall be \$100.
 2. The fee for all other uses shall be the product of a cent per square foot multiplied by the area of the lot or tract of land occupied by the building, including accessory buildings and related facilities, including parking lots, to be served by the sewer connection, provided the minimum fee shall be \$100. The director is authorized and directed to determine and fix the amount of land to be included in each calculation attributable to the uses of the building for which the sewer connection fee is sought.
 3. In the event any applicant feels the fee as so established is unfair or inequitable, the applicant may appeal to the construction and engineering committee of the City Council and the fee shall then be established as set forth in subsection B of this section.
- B. Where, in the judgement of the construction and engineering committee of the City Council, special conditions make the application of the sewer connection charge inequitable or unfair, either to the City or to the owner of the property, a special rate shall be established by the City. Such charge shall be subject to approval by resolution of the City Council and may be considered inequitable or unfair where the charge would represent an unduly inequitable proportion of the cost of the main sewer to the owner or to the City because of the type of building to be erected or the area involved.

13.16.250. Unpaid sewer connection fees - Property lien.

[Ord. 2018-354]

- A. Any unpaid sewer connection fees shall be certified to the county treasurer after they have been due and owing after the thirty-day payment period. All certified charges constitute a lien upon the premises served and shall be collected in the same manner as taxes.
- B. The City Council may order suspension of service to those premises for which the sewer connection fee is delinquent.

Article VI.. ENFORCEMENT PROCEDURES

13.16.255. Public notification of significant noncompliance.

[Ord. 2018-354]

The City shall at a minimum annually publish, in a newspaper of general circulation that provides meaningful public notice within the JCSC community, a list of users which at any time during the previous calendar year, were in significant noncompliance as defined in section **13.16.260** of this chapter.

13.16.260. Significant noncompliance (SNC).

[Ord. 2018-354]

- A. Any violation of pretreatment requirements (i.e., but not limited to: limits, sampling, analysis, reporting, meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the user is liable for enforcement, including penalties and injunctive relief. Instances of SNC are user violations which meet one or more of the following criteria:
 1. Violations of wastewater discharge limits.
 - (a) Chronic violations. 66% or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits as defined in section **13.16.055** of this chapter.
 - (b) Technical Review Criteria (TRC) violations. 33% or more of the measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous limits as defined in section **13.16.055** of this chapter multiplied by the applicable criteria:
 - (i) BOD, TSS, Fats, Oil and Grease Criteria = 1.4.
 - (ii) All other pollutants except pH Criteria = 1.2.
 - (c) Any other violation(s) of a Pretreatment Standard or Requirement as defined by 40 CFR 43.3(1) (daily maximum, monthly average, instantaneous limit, or narrative Standard) that the Water Pollution Control Plant Manager believes has caused, alone or in combination with other discharges, interference (including slug loads) or pass through; or endangered the health of City personnel or the public.
 - (d) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.
 - (e) Failure to meet, within 90 days of the scheduled date, any compliance schedule milestones, contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, and attaining final compliance.
 - (f) Failure to provide within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.
 - (g) Failure to accurately report noncompliance.

- (h) Any other violations or group of violations, which may include a violation of Best Management Practices, which the Water Pollution Control Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.

B. When a user is in SNC, the Water Pollution Control Plant Manager is directed to:

1. Report the information to IDNR as part of the annual pretreatment performance summary of permitted user non compliance;
2. Include the user in the annual public notification according to section **13.16.255**;
3. Address SNC through appropriate enforcement actions.

13.16.265. Administrative actions.

[Ord. 2018-354]

- A. The Water Pollution Control Plant Manager may issue a written notice to the user giving specific nature of violations which shall include the frequency, magnitude and impact of the violation upon the POTW. The notice may also include the following:
 1. An order requiring a plan of action for preventing reoccurrence of the violation;
 2. An order requiring specific action for accomplishing remediation;
 3. An order requiring the User to respond in writing within 30 days.
- B. The Water Pollution Control Plant Manager is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the user responsible for any non compliance. Such orders will include specific action to be taken by the user to correct non compliance within a time period specified by the order.
- C. The Water Pollution Control Plant Manager may issue enforceable orders or schedules to require compliance with pretreatment standards including appropriate interim limits. Such orders and schedules may be incorporated into a revised wastewater discharge permit and shall not require the consent of the user.

13.16.270. Actions authorized.

[Ord. 2018-354]

Where there has been noncompliance with any provision of this chapter the Water Pollution Control Plant Manager may request, and Corporation Counsel (or any attorney representing the City) is authorized to bring an action in equity or at law to seek the issuance of a preliminary or permanent injunction or both or such other relief as may be appropriate to compel compliance by the user with this chapter. No other authorization from the City Council for the bringing of such action shall be required.

In addition to other remedies provided under this or other provisions of this chapter, in any action brought to enforce the provisions of this chapter the City Council authorizes and directs Corporation Counsel to seek to recover all actual damages suffered by the City including all actual damages and losses related to costs of repair and remediation of the POTW, costs of administration reasonably related to any particular violation and attorneys fees.

13.16.275. Civil penalties.

[Ord. 2018-354]

- A. Each violation of any provision of this chapter or of a permit issued under this chapter is declared to be a municipal infraction. Each day that a violation of a provision of this chapter continues and each day that a violation of permit issued under this chapter continues shall be considered a separate municipal infraction.
- B. Any person who knowingly makes a false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter or a wastewater discharge permit or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this chapter commits a municipal infraction.
- C. A user who has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable for a maximum civil penalty not to exceed \$1,000 of per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation
- D. In addition to the penalties established in this section for municipal infractions, Corporation Counsel shall seek all other appropriate remedies allowed by law in regard to the abating correction or discontinuance of activities which constitute municipal infractions under this chapter.

13.16.280. Criminal penalties.

[Ord. 2018-354]

Any industrial user who willfully or negligently violates any provision of this chapter or any orders or permits issued here under shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed \$100 per each violation per day or imprisonment for not more than 30 days per violation or both.

Any industrial user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document files or required to be maintained pursuant to this chapter, or wastewater discharge permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than \$100 per violation per day or imprisonment for not more than 30 days or both.

13.16.285. Performance bonds.

[Ord. 2018-354]

The Water Pollution Control Plant Manager may decline to reissue a permit to any user who has failed to comply with the provision of this chapter or any order or previous permit issued here under unless such user first files a satisfactory bond payable to the City in a sum not to exceed the value determined by the Water Pollution Control Plant Manager to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall said bond be required to be greater than \$25,000. The user shall use a bond form approved by the City.

13.16.290. Revocation of permit.

[Ord. 2018-354]

A. Conditions for Revocation. Any user who violates this chapter, any condition of its wastewater discharge permit, or any of the following, is subject to having its permit revoked in accordance with the procedures of this Section:

1. Failure to accurately report the wastewater constituents and characteristics of its discharge;
2. Failure of the user to report substantial changes in process activity or in volume or character of pollutants being introduced into the POTW at least 90 days prior to such change;
3. Tampering with monitoring equipment;
4. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;
5. Violation of permit conditions;
6. Failure to report an upset, failure, or bypass of user's pretreatment facilities;
7. Failure to pay fines, fees, or sewer User charges;
8. Failure to follow enforcement orders or compliance schedules;
9. Failure to correct a condition that impedes or alters the POTW's ability to monitor the user's discharge or has the potential to cause interference or pass through;

B. Procedures for Revocation.

1. Any permit issued to a user pursuant to this chapter may be revoked for any action which is subject to revocation under section 13.16.290(a). No revocation shall issue except upon notice delivered to the user by mailing the notice in the regular mail addressed to the user at the address listed on the wastewater discharge permit, a minimum of 10 days prior to the date set for hearing before the Water Pollution Control Plant Manager or his or her designee. Such notice shall inform the user of the time, date and place of the hearing, the purpose of the hearing, and shall set out the reasons therefore.
2. If, after such a hearing, the Water Pollution Control Plant Manager or his or her designee makes a finding based on substantial evidence that actions subject to revocation under section 13.16.290(a) have occurred as alleged, the Water Pollution Control Plant Manager or his or her designee may continue suspension of or revoke the permit; the determination of whether to revoke such permit shall be in the discretion of the Water Pollution Control Plant Manager or his or her designee and shall be dependent upon the circumstances surrounding violations by the user of section 13.16.290(a) and their severity.
3. A user whose permit has been revoked shall not be eligible for another permit until 30 days after the violating conditions have been corrected to the satisfaction of the Water Pollution Control Plant Manager.

13.16.300. Reinstatement of service.

[Ord. 2018-354]

In the event of severance of service, the service may be reinstated in the following manner:

- (1) Upon payment to the City of any delinquency in full, plus penalties, plus the cost of the disconnection and the \$100 City supervision fee, and an inspection by the Water Pollution Control Plant Manager to determine whether the original cause for termination has been corrected, the City will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the City in accordance with City chapters, shall be at the sole expense of the user.
- (2) Upon reconnection and payment of all costs described above, the City through its agents, shall remove the red tag from the building and the building shall, so far as the City is concerned, be "fit for human occupancy."

13.16.305. Emergency disconnection of service.

[Ord. 2018-354]

- A. Conditions for Immediate Disconnection of Service: The Water Pollution Control Plant Manager may, after informal notice, suspend the wastewater treatment service or wastewater permit of a user whenever such suspension is necessary in order to stop an actual or threatened discharge presenting or causing an imminent or substantial endangerment to the health or welfare of persons, the POTW, or the environment.
- B. Procedures for Immediate Disconnection
 - 1. When the Water Pollution Control Plant Manager determines that a discharge as described in paragraph a exists, a verbal order shall be issued (followed immediately by a written order) to the user stating the problem and requiring immediate cessation of the discharge. Users verbally notified of a suspension of the wastewater treatment service or the wastewater permit shall immediately stop or eliminate all discharges. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Water Pollution Control Plant Manager shall take immediate action to eliminate the discharge including disconnection from the POTW. Methods of informal notice to a user shall include, but not be limited to, any of the following; personal conversations between user and City personnel, telephone calls, letters, hand delivered messages or notices posted at the user's premises or point of discharge.
 - 2. Users responsible, in whole or in part, for imminent endangerment shall submit a detailed written report describing the causes of the endangerment and the measures taken to prevent any future occurrence to the Water Pollution Control Plant Manager prior to the hearing described in section 13.16.290(b).

13.16.310. Elimination of discharge/reinstatement.

[Ord. 2018-354]

Users notified of a disconnection of wastewater treatment service under sections **13.16.290** or **13.16.305** shall immediately stop or eliminate the discharge. In the event of a failure of the user to comply voluntarily with the disconnection or revocation order, the City shall take such steps as are deemed necessary, including immediate severance of the sewer connection. The Water Pollution Control Plant Manager shall reinstate the wastewater discharge permit or the wastewater treatment service upon proof of the elimination of the non complying discharge.

13.16.315. Additional remedies.

[Ord. 2018-354]

- A. In addition to remedies available to the City set forth elsewhere in this chapter, if the City is fined by IDNR or USEPA for violations of the City NPDES permit or violations of water quality standards as the result of a discharge of pollutants by identifiable user(s), then the fine, including all City legal, sampling, analytical testing costs and any other related costs shall be charged to the responsible user(s). Such charge shall be in addition to any other remedies the City may have under this chapter, at law or in equity.
- B. If the discharge from any User results in a deposit, obstruction, damage or other impairment to the POTW, the user shall become liable to the City for any expense, loss, or damage caused by the violations or discharge. The City may add to the user's charges and fees the costs assessed for any cleaning, repair, or replacement work caused by the violations or discharge.
- C. The remedies provided in this chapter shall not be exclusive and the City may seek whatever other remedies are authorized by ordinance, statute, at law or in equity against any persons violating the provisions of this chapter.
- D. In addition to any other remedies provided in this chapter, the City may initiate an action, either in law or in equity, to obtain an injunction against further violations of this chapter, and for judgement for all costs incurred by the City occasioned by the user's violation of any requirements of this chapter.

Proposed Limits for BOD & TSS

January 7th, 2025

Facility Name: Davenport City of STP

Introduction:

The City of Davenport is imposing poundage limits on BOD & TSS to help preserve the capacity of the plant.

Background:

Previously, the City of Davenport distributed conventional pollutants among SIUs at the discretion of the Plant Manager. This led to over-allocation in many cases, limiting availability of capacity for development. Since 2017, we have scaled back conventional pollutant allocations to match what existing facilities were producing, plus a buffer for daily variation.

However, this has led to an unequal distribution of capacity. To prevent future and minimize the effects of past over-allocation, the City of Davenport WPCP would like to institute a limit for BOD & TSS. This will be implemented by adding limits to the Davenport City Code (other cities in the service area are not included at this time). This will begin with permits issued in 2028 and beyond, with the final limit becoming enacted on 7/1/2035 (in order to give existing SIUs time to gather funds if needed to install pretreatment). Currently only one industry may be impacted by this change. The final limit would be 5,000 lbs (daily maximum)/4,000 lbs monthly average. Keeping each industry below 10% of our design maximums of 65,000 lbs BOD & 75,000 lbs TSS will help preserve capacity for future growth.

Ordinance change (highlighted text is new):

13.16.080. Pretreatment. [Ord. 2018-354]

A. A user discharging, or with potential to discharge, any waste into the POTW as set forth in section 13.16.055, 13.16.060, 13.16.065, 13.16.070 or 13.16.075 shall be required by the Water Pollution Control Plant Manager to construct, install and operate, at the user's sole expense, such pretreatment facilities as may be required in order to:

1. Reduce the objectionable characteristics or constituents to within the maximum limits provided for in sections 13.16.055, 13.16.060, 13.16.065, and 13.16.070;
2. Control the quantities and rates of discharge of such wastewater;
3. Reduce the pollutants to such concentration and flows as may be contained in the user's wastewater discharge permit;

(a) New industrial users discharging into the POTW will be required to design and operate their pretreatment facilities to meet the domestic pollutant limits in Table 8.

(b) Existing industrial users planning significant modifications to their facility or discharge to the POTW will be required to install and operate pretreatment facilities to meet the domestic pollutant limits in Table 8.

(c) Beginning with the issuance of permits on and after July 1 2028, limits for daily maximum & monthly average BOD & TSS pounds will be capped. This limit shall apply to all existing and new SIUs. Limits for monthly average lbs BOD & TSS shall be issued per the following schedule:

Effective Date	Daily Maximum Limit	Monthly Average Limit
----------------	---------------------	-----------------------

7/1/2028	7,000 lbs/day	6,000 lbs/day
7/1/2030	6,000 lbs/day	5,000 lbs/day
7/1/2035	5,000 lbs/day	4,000 lbs/day

City of Davenport

Department: Administration
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
4/23/2025

Subject:

First Consideration: Ordinance repealing and replacing Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport and to update language throughout for clarity. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

The City of Davenport contracts animal control and sheltering services to the Humane Society of Scott County. The current service agreement established a task force to evaluate any necessary ordinance updates or programmatic changes that contribute to a sustainable business model. The task force consults with local government agencies, the State Director of Iowa for the Humane Society of the United States, and other municipal codes from Iowa communities.

An overview of the task force's recommended ordinance changes was presented at the February 18, 2025 management update. The proposed changes include:

- 6.04.010 | Update definitions and new definitions for adequate shelter, dangerous dog, and service animal.
- 6.04.070 | Update criteria for mistreatment of animals.
- 6.04.075 | New section to outline procedures for mistreated or threatened animals.
- 6.04.110 | Replace vicious dogs section with dangerous dogs.
- 6.04.115 | Update the term "working service dog" to "security service dog."
- 6.04.165 | Establish an Animal Hearing Commission to hear appeals to dangerous dog determinations.
- Various other sections | Update references to humane society to animal control. Animal control is a more general term and includes humane society officers in the definition.
- Other sections | Minor wording updates for the purpose of clarity, cross-references, or to reflect changes needed due to other changes in this ordinance.

Attachments:

1. Ordinance
2. Current Chapter 6.04
3. Current Chapter 6.04 Strikethrough Version
4. Animal Services Update | February 18, 2025

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 6.04 ENTITLED "ANIMALS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO INCORPORATE RECOMMENDATIONS FROM THE JOINT TASK FORCE BETWEEN THE HUMANE SOCIETY OF SCOTT COUNTY AND THE CITY OF DAVENPORT AND TO UPDATE LANGUAGE THROUGHOUT FOR CLARITY.

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

Section 1. That Chapter 06.04 entitled "Animals" of the Municipal Code of Davenport, Iowa be and the same is hereby repealed in its entirety and replaced as follows:

6.04.010 Definitions.

For the purpose of this chapter, certain terms and words are defined as set forth in this section unless otherwise defined herein.

- A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.
- B. ADEQUATE SHELTER - Means a ventilated protective covering which provides sufficient protection from moisture, wind, sun, extreme temperatures, or other adverse weather conditions, which provides adequate space for standing, sitting, lying, and free movement, and which is maintained in a sanitary manner. Adequate shelter may vary by age, species, breed, and physical condition of the animal. Structural minimum of adequate shelter is an enclosure with at least three solid sides, a roof, a solid and dry resting surface, adequate ventilation, and bedding as appropriate for the weather conditions. Metal drums, animal crates or carriers, vehicles, spaces under structures such as decks are not considered adequate shelter.
- C. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.
- D. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.

- E. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the chief of police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.
- F. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.
- G. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.
- H. CAT - Means all members of the feline species regardless of sex.
- I. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who sells, exchanges, or leases dogs or cats in return for consideration, or who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.
- J. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.
- K. COMMISSION - Means the natural resources commission of the Department of Natural Resources created and established by the Code of Iowa.
- L. COMPANION ANIMAL – A domesticated dog or cat kept for companionship by its caretaker.
- M. DANGEROUS DOG – Means a dog that has:
 - 1. Killed a human being;
 - 2. Taken aggressive action that caused a serious injury as defined in Iowa Code section 702.18 to a human;
 - 3. Killed another domesticated animal, excluding fowl;
 - 4. Twice within a 48-month period attacked, bitten, or otherwise caused an injury to a person engaged in lawful activity; or
 - 5. An animal judicially or administratively determined to be a dangerous animal or similar designation by the City Davenport or another jurisdiction with a substantially similar definition of dangerous animal.

The following circumstances shall be excluded from the definition of a dangerous dog:

- 1. An animal engaged in law enforcement work that is engaged in official law enforcement activities at the time of the attack or bite;
- 2. A security service dog registered with animal control on its designated restricted

nonresidential property at the time of the attack or bite;

The following circumstances may be excluded from the definition of a dangerous dog:

1. An animal that attacks or bites a person who is engaged in unlawful activity against the person or property of another at the time of the attack or bite;
2. An animal that attacks or bites in order to protect a human being, domestic animal, or livestock;
3. An animal that was attacked by an animal at large;
4. An animal that was deliberately provoked by the person or animal that was harmed;
5. An animal that bites in an animal care facility, veterinary office, animal shelter, or other state-licensed animal facility; or
6. An animal that kills another domesticated animal owned by the same owner or the incident originated on the property of the attacking or biting dog's owner.

- N. DOG - Means all members of the species *Canis familiaris*.
- O. EUTHANASIA - Means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during the loss of consciousness.
- P. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by Iowa Code 481.A.
- Q. HOUSING FACILITIES - Means any room, building or area used to contain a primary enclosure or enclosures.
- R. OWNER - Means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his or her care, or who acts as its custodian, or who knowingly permits an animal to remain on or about any premises owned or occupied by him or her for three or more days.
- S. PERSON - Means an individual, partnership, corporation, or association and includes any officer, employee, or agency thereof.
- T. PET SHOP - Means an establishment where any dog, cat, rabbit, rodent, fish other than live bait, bird, or other vertebrate animal is bought, sold, exchanged, or offered for sale.
- U. PRIMARY ENCLOSURE - Means any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.
- V. SECURITY SERVICE DOG - Means any dog trained or used to perform security-related tasks including guarding, protecting, patrolling, rescuing, or defending persons or

property, in the custody and control of a handler.

- W. SERVICE ANIMAL – Means a dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability or as otherwise defined by the Americans with Disabilities Act. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being or companionship do not constitute work or tasks for the purposes of this definition.
- X. TAKE - Means any pursuing, hunting, killing, trapping, snaring, netting, searching for, shooting at, stalking or lying in wait for, or attempting any for the foregoing, any animal protected by state laws, regulations or rules adopted by the commission or this ordinance.

6.04.020 License required.

- A. Every dog and every cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.
- B. Licenses shall be purchased from the animal control, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the animal control and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed \$5 per tag.
- C. Licenses are not transferable between animal owners or animals.
- D. Annual license fees shall be set by resolution of the City Council:
 - 1. Neutered/spayed dog or cat (altered)
 - 2. Non-altered dog or cat
 - 3. Dogs governed by 6.04.110 Dangerous Dogs shall as set by resolution 2024-393 and subsequent resolutions.

In lieu of an animal owner obtaining a license annually, the owner may purchase a multi-year license, which may be obtained to cover the period for which the current rabies vaccination is effective (a multiple year license). The fee for a multi-year license shall be calculated by multiplying the applicable annual license fee by the number of years the current rabies vaccination covers.

- E. Residents age 60 or older and residents who are recipients of Social Security Disability Insurance Benefits may license their neutered dogs or cats for an annual fee of \$1.
- F. Service animals may be licensed for \$1 annually when the dog is owned or maintained by a person actually training the service animal or is owned by an individual who is assisted by the service animal. The burden of proving that a service animal is trained to do work or perform tasks for the benefit of a person with a disability is on the person

seeking to license the dog. Animal control may require documentation of the person's affiliation with an organization established for the purpose of training service animals or whatever evidence animal control deems satisfactory to establish the validity of such claim.

- G. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed \$5.
- H. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.
- I. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:
 - 1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.
 - 2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.
- J. The executive director of animal control or an animal control officer may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except violations for failing to license an animal as required by this chapter shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non-appealed notice of violation.
- K. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the revocation, remove from their residence all dogs and cats which the person owns, keeps, harbors or maintains. If the license is revoked, the owner or custodian shall surrender the animal to animal control or permanently remove the animal from the city limits within five calendar days after either the time for appeal has expired or the decision of the Deputy City Clerk has been served on the owner or custodian. If the animal is found in the City after the five-day period, it shall be immediately impounded. Failure to remove a dog or surrender it to animal control may be prosecuted as a municipal infraction violation or simple misdemeanor. An owner whose license has been revoked shall inform animal control in writing upon the animal's removal from the city limits the name, address and telephone number of the animal's new owner, the location where the animal will be kept and the name and description of the animal. In addition, the owner shall notify the new owner in writing of any details concerning any and all complaints concerning the animal, and any terms, conditions or restrictions imposed by animal control as to the animal. The owner shall provide animal control with a copy of the notification provided to the new owner as well as an acknowledgment by the new owner of the receipt thereof.
- L. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.

- M. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by animal control absent clear and convincing proof that the animal or animals belong to a person visiting the resident.
- N. The animal control officer shall provide the owner or custodian of the animal or animals, as shown on animal control records, so confiscated with notice of the confiscation. If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.
- O. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.
- P. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If the City demonstrates sufficient evidence in support of its determination the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.
- Q. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.

6.04.030 Display of license.

The license tag obtained pursuant to Section 6.04.020 shall be securely attached to a substantial collar which collar shall be worn by the animal at all times. License tags are not transferable to any other animal. Upon demand, the owner of an animal shall display the City license to an animal control officer or Davenport police officer.

6.04.040 Rabies vaccination and reporting.

- A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age as defined by Iowa Code section 351.33. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United States Department of Agriculture.
- B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age as defined by Iowa Code section 351.33, if the animal was not yet of age when acquired.
- C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times.

- D. Whenever a veterinarian inoculates an animal for rabies the veterinarian shall complete a rabies vaccination report which shall be forwarded to the City or its designee. The report shall contain the following information:

1. The name, age and sex of the animal;
2. A general description of the animal;
3. The date the current vaccination was given to the animal;
4. The revaccination date;
5. The vaccination tag number assigned to the animal; and
6. The name and address of the animal's owner or custodian.

The veterinarian shall sign the report and all reports shall be sent to animal control within 30 days of the administration of the vaccination.

6.04.050 Report of bites required.

- A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to animal control or the Davenport Police Department. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.
- B. Any animal that has been involved in biting a person must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/ or the Scott County Health Department. If an animal is not quarantined at the owner's premises it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.
- C. The owner of an animal that has been reported as having inflicted a bite on a person shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.
- D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or Scott County Health Department officer.

6.04.055 Livestock and poultry prohibited.

- A. Notwithstanding the provisions of Chapter 6.06 of the Davenport Municipal Code, it shall be unlawful to maintain, keep or harbor any cattle, swine (except Vietnamese or Asian

potbellied pigs), sheep, llamas, horses, jacks, goats, guinea fowl, ostriches, poultry (domestic chickens, turkeys, geese, and ducks), or similar domestic animals raised for home use or for profit within the City limits unless the property upon which such animals are maintained, kept or harbored is zoned as agricultural property. This section shall not apply to a bona fide zoological garden, pet shop, educational institute, circus, carnival, or veterinary hospital treating such animals.

- B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right of way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.
- C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060 Animal running at large.

- A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:
 - 1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.
 - 2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.
 - 3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.
 - 4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.
 - 5. When the animal is properly housed in a veterinary hospital or registered kennel.

- B. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.
- C. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.
- D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:
 - 1. For a first violation
 - 2. For a second violation
 - 3. For a third violation
 - 4. Fourth violation will result in the revocation of the license to keep the animal.
- E. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140 animal control may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

6.04.070 Mistreatment of animals.

The following acts shall constitute mistreatment of animals, and shall subject the owner or other person to the penalty provisions of state law and the Municipal Code:

- A. Failure to provide the animal access to adequate food, adequate water, and easy access to adequate shelter from the elements;
- B. Beating, tormenting, overloading, overworking, or molesting an animal;
- C. Permitting or encouraging any combat between animals, or between animals and humans, unless the animal is trained and used by a government agency and accompanied by the

appropriate government agency handler;

- D. Abandoning an animal as defined by Iowa Code 717.B;
- E. Exposing any known poisonous material with the intent of allowing or encouraging the material to be eaten by any bird, fowl, domesticated animal, community cat, or livestock;
- F. Failure to maintain sanitary conditions where animals are kept;
- G. Harboring or owning any sick, diseased or injured animal without procuring veterinary care for said animal(s);
- H. Maintaining an animal in such conditions and hygiene that the animal is unable to walk or move normally, conduct routine bodily functions, or stay clean and free of urine, fecal matter, open wounds, disease, and parasites;
- I. Leaving an animal in a vehicle, on a vehicle, tethered or confined for a length of time that could result in danger to or death of an animal. If the City of Davenport or designee determines that such animal is in immediate danger, the City of Davenport or designee may remove the animal by whatever means necessary without liability, for the purpose of taking the animal into protective custody pursuant to Iowa Code 717.B.5 Rescue of Threatened Animals;
- J. Intentionally injuring, maiming, disfiguring, mutilating, or destroying an animal by any means that causes pain or suffering;
- K. Cropping or docking of an animal's ears or tail, except by a licensed veterinarian, under anesthesia, and following accepted pain management practice;
- L. Chaining, tethering, penning, or otherwise restraining or confining an animal outdoors for more than 15 minutes without access to adequate food, adequate water, adequate shelter, and adequate protection from the elements.

6.04.075 Disposition of Mistreated Animals.

Impoundment procedures of threatened or mistreated animals:

- A. A law enforcement officer or animal control officer, after consulting with a veterinarian licensed by the State, may rescue a threatened animal as provided in this section. The officer may enter onto private property to rescue a threatened animal if the officer obtains a search warrant issued by a court or enters onto the premises in a manner consistent with the laws of the State of Iowa and the United States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;
- B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code 717B.5 as amended;
- C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code 717B.4, as amended;
- D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa

Code 717B.4, as amended.

6.04.080 Removal of excrement.

- A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance.
- B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the owner of private property has given another owner or custodian permission for their animal to use their private property then this section shall not apply to that particular usage.
- C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090 Number of animals regulated.

- A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from animal control and said person keeps said animals within a residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a \$10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition an excess number of animals permit shall be issued.
- B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.
- C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

6.04.100 Wild, exotic or dangerous animals prohibited.

- A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals.
 - 1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;
 - 2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal.
 - 3. Any species of feline not falling within the categories of ordinary domesticated house cats *felis catus*.
 - 4. Bears or any species;
 - 5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;
 - 6. Foxes, wolves, coyotes, or other species not falling within the category of *canis familiaris*.
 - 7. Any animal of any species known to be vicious or dangerous, excluding animals covered by 6.04.110.
 - 8. Any animal prohibited under Iowa Code section 717F.
- B. This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research institute or facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.
- C. Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the police department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.
- D. Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animals' immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on animal control within that time period, animal control may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, animal control may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by animal control or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous

animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be within the City in violation of this section, it shall be immediately confiscated and disposed of as animal control deems appropriate.

- E. Any person keeping wild, exotic or dangerous animals prior to the enactment of this chapter shall be allowed to keep such animals for the duration of the animal's natural life. Upon the death of a wild, exotic or dangerous animal, the owner of such animal shall not be allowed to replace such animal except as otherwise allowed by this section. The burden of proving the prior ownership of a wild, exotic or dangerous animal prior to the enactment of this chapter lies with the person keeping such wild, exotic or dangerous animal. Nothing herein shall be deemed to exclude the enforcement of nuisance or other laws on the owner of such animals.

6.04.110 Dangerous dogs.

- A. Any person keeping a dog deemed dangerous or vicious prior to June 1, 2025 shall be allowed to keep such animal for the duration of the animal's natural life and shall be excluded from the requirements of this chapter for dangerous dogs if the following conditions are met:
- The animal has been microchipped and that microchip is registered with animal control;
 - The animal remains licensed under the requirements of this chapter;
 - The animal's owner or custodian posts their property with conspicuous signs warning of the presence of a dog;
 - The animal's owner or custodian maintains continuous residency within the city of Davenport;
 - The animal's owner or custodian complies with any provision deemed necessary by the executive director of animal control in consultation with the City of Davenport Legal Department to ensure public safety; and
 - The animal is not involved in a bite, attack, or dangerous behavior incident as defined by this chapter. Any new incidents involving a grandfathered dog will be evaluated under the criteria of the definition effective June 1, 2025.
- B. The declaration that a dog is dangerous shall be made by an animal control officer. Notification of the declaration and the owner's appeal rights shall be made in accordance with the procedures contained in Section 6.04.155.
- C. No person shall own, keep, harbor, foster, or maintain any dog that has been declared dangerous except as provided herein.
- D. No person shall allow a dangerous dog to be in or upon any premises or vehicle owned, leased, occupied, or controlled by the person, except as provided herein.
- E. No person shall bring any dangerous dog into the City of Davenport without approval of the City Administrator.

- F. No person shall allow a dangerous dog in a City park or off-leash dog area.
- G. Upon receiving a complaint or having reasonable suspicion that a dangerous dog is being kept, sheltered, or harbored within the city, animal control or the City of Davenport may initiate an investigation. If, after investigation, animal control or the City of Davenport determines that a dangerous dog is indeed being kept, sheltered, or harbored within the city by any person, the City of Davenport, or its designee, shall declare the animal a dangerous dog. The owner or caretaker of the dog shall then be ordered to either humanely euthanize the animal or have it microchipped and rehomed outside the city limits within fourteen calendar days from the date of service of the order. Until the dog is euthanized or rehomed, it must be securely confined or leashed under the direct control of a person 18 years of age or older.
- H. Notice of the declaration that a dog has been deemed dangerous shall be promptly served in person to the owner, if known. If personal service cannot be completed within the city limits, the notice may be sent by certified mail. The notice shall include:
- Description of the animal;
 - Declaration that the animal has been deemed dangerous;
 - The basis for the declaration;
 - An order requiring the owner to humanely euthanize the dog or have the dog microchipped and rehomed outside the city limits within fourteen days of the service of the notice;
 - A warning that the dog will be subject to seizure if it is not rehomed or humanely euthanized within the required timeframe; and
 - Information on the right to appeal, stating the owner may file a written notice of appeal with the Legal Department within fourteen days from the date of service.
- I. If the owner is ordered to humanely euthanize the dog or have it microchipped and rehomed outside the city limits, the owner must comply within the required timeframe of the notice of the declaration. If the owner fails to do so, the City of Davenport or its designee is authorized to seize and impound the animal. Additionally, the animal may be seized at any time if it is not securely confined or leashed under the direct control of a person 18 years of age or older. An impounded animal shall be held for fourteen days or, if an appeal is filed, until seven days after the final decision of the appeal. If the appeal results in a reversal of the dangerous declaration, the animal shall be immediately released to the owner or their representative. However, if the declaration remains in effect and the owner does not seek a review by the district court, the City of Davenport or its designee shall proceed with the disposition of the animal in accordance with the policies of the organization providing shelter services.
- J. Orders and declarations concerning dangerous dogs issued by the City of Davenport or its designee may be appealed through the administrative appeal procedure set forth in Section 6.04.165 of this Code.
- K. Any dog alleged to be dangerous and held under impoundment or quarantine shall not

be released to the owner but shall remain confined at the owner's expense until the outcome of the hearing is determined. If the dog is deemed dangerous, all costs associated with its impoundment or quarantine shall be the responsibility of the owner. If the Animal Hearing Commission after a full and complete hearing determines the animal should not be deemed dangerous, all costs of the impoundment and/or quarantine will be the responsibility of the City of Davenport.

- L. Failure to comply with an order issued by the City of Davenport or its designee under this section whether not appeal or upheld on appeal shall constitute a misdemeanor offense. A violation of any of the provisions of this section may be charged as a simple misdemeanor offense. Additionally, any animal control or police officer shall have the right to seize and impound the animal if any of the conditions and specifications established by this section are not being met.

6.04.115 Security service dogs.

- A. No person shall engage in the business of providing security service dog service in the City or to act as a handler, unless said person has obtained a license as required by this section prior thereto.
- B. No person shall own or have the care or custody of a security service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each security service dog license shall be \$10. No security service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.
- C. An application for a license to operate, maintain and conduct security service dog service in the City shall be filed, together with an application fee of \$200, with the City or its agent. The application shall state the name, address, type of organization of security service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the state of Iowa, in a form approved by the City Attorney, in the sum of \$300,000 blanket coverage for the security service dog service. The security dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the security service dog service. Notice of proposed cancellation of the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.
- D. Each applicant for a security service dog handler license shall be a natural person and shall pay an annual fee of \$100 and shall be required to carry insurance or a surety bond in the amount of \$100,000 covering the same items as set forth in subsection D above. A security service dog service licensed under subsection D above need not obtain a separate handler license under this subsection.
- E. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this section. A violation of this section may be charged as a simple misdemeanor.
- F. Every handler or owner of a security service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless

the dog is performing a security service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Security Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.

- G. Any security service dog service or handler that sells or otherwise transfers ownership of any security service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- H. Any person whose security service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- I. A security service dog, properly registered as required by this section, in the custody and control of a licensed security service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a security service dog service or licensed handler.

6.04.120 Damage to property.

No person shall allow or permit their animal to damage, injure, or destroy any shrubbery, plants, flowers, grass, fence, or anything whatsoever upon public or private property without prior permission from the property owner or authorized person.

6.04.130 Barking dogs regulations.

It shall be unlawful to keep or harbor any dog which, by frequent, regular, habitual, or continued barking, yelping, or howling shall cause serious annoyance to the surrounding neighborhood. Such action is a violation of this chapter and is also hereby declared a public nuisance. The animal control officer or a Davenport police officer shall have the authority to use all reasonable means to abate such nuisance, including but not limited to requiring that the owner or custodian make bona fide efforts to quiet the dog and impoundment of the dog if the owner or custodian is absent from the premises. If the dog is impounded, the officer shall attempt to locate and notify the absent owner or custodian by any reasonable means as soon as possible.

6.04.140 Impoundment.

- A. The City may establish and maintain a municipal animal shelter or the City may contract with any nonprofit incorporated society or association which shall provide and maintain an animal shelter for the enforcement of this chapter. It shall be the duty of the persons authorized by the City to operate such animal shelter to supervise and control such facility, to cause the shelter to be kept in a sanitary condition and free from offensive odors, to provide for adequate food, water and shelter, to provide for the collection of animals, to handle the destruction or disposition of animals not redeemed, and to assist in the enforcement and operation of this chapter. The provisions of this chapter shall be enforceable by any animal control officer and by members of the Davenport Police Department.

- B. Impoundment Procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner.

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of animal control or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

- C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.
- D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

The boarding fees for other animals shall be set by resolution of the City Council:

1. For each dog, cat, ferret or similar animal a per day fee for the animal's care, food, water and shelter.
 2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee for the animal's care, food, water and shelter.
 3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
 4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
- E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering or cannot survive. In such cases the animal may be subjected to humane euthanasia.
- F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.

- G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses to pay such expenses shall be in violation of this chapter and subject to citation for the same.
- H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150 Enforcing provisions.

- A. Animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.
- B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.
- C. Inspection Procedures. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.
- D. Immediate Inspection. Notwithstanding Section 6.04.170 subsection B., if the animal control officer or police officer has reasonable cause to believe that the keeping or the maintenance of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the officer shall have the right to immediately enter and inspect such property, and may use any reasonable means required to effect such entry and make such investigation, whether the property is occupied or unoccupied. If occupied, the officer shall first present proper identification and demand entry explaining the reasons therefor and the purpose of the inspection.

6.04.155 Notice of violation, confiscation, revocation.

An animal control officer or police officer may send notice of violation to an animal's owner or keeper. A notice of violation initiates administrative sanction procedures for violations of this chapter, revocation of a person's privilege to license or keep animals within the City, extension of periods of revocation, confiscation of an animal by the City, or a declaration that an animal is dangerous. A notice of violation shall be sent by certified mail or personally served

upon an animal's owner or keeper at the request of a victim of a dog attack as defined in Section 6.04.010(K). The notice of violation may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If a timely appeal is not filed the notice of violation shall be conclusively presumed to be true. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

6.04.160 Nuisances.

- A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.
- B. Whenever an animal control officer or police officer determines that a nuisance exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail return receipt requested. If service is by certified mail, service shall be deemed given when mailed.
- C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If no timely appeal is filed the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.
- D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter, the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of animal control.

6.04.165 Animal Hearing Commission

- A. Purpose. The Animal Hearing Commission has the following powers:
 - 1. To hear and rule on appeals related to dangerous animal determinations within the city;
 - 2. To make decisions on whether an animal should be deemed dangerous under the city's animal ordinances; and
 - 3. Authority to assign animal owners to training or other remediation efforts.
- B. Composition. The Commission shall consist of up to eight members, appointed by the City Administrator or designee, with the approval of City Council. Appointments shall be for a period of two years. Each member shall be at least 21 years of age and shall serve without compensation. The Commission shall further consist of at least one of each of the following:
 - 1. A City of Davenport representative or employee not involved in the case, including but not limited to the designated hearing officers under Chapter 2.86;
 - 2. A community member with animal expertise who is not involved in providing animal protection services;
 - 3. A board-certified veterinarian who works with companion animals, a veterinarian technician, a veterinarian's assistant, other veterinary professional, or animal behavior specialist.

Commission members must be available for timely case resolution and may be excused from the commission for lack of attendance. At least three members shall be present at each hearing conducted by the Commission. Any member may be recused if the member perceives a conflict of interest or personal connection involved in any case.

- C. Hearing Procedure. Procedures for initiating an appeal of a dangerous dog declaration are the same as those outlined in Chapter 2.86. The Animal Hearing Commission as a body will serve as the administrative hearing officer for appeals related to dangerous animal determinations. The commissioners shall have all the rights, duties, and responsibilities of an administrative hearing officer under Chapter 2.86 and shall follow and adhere to all of the procedures outline in Chapter 2.86. There will be no fee for a hearing of this type. Requests for external adjudication will not be accepted for hearings related to dangerous animal determinations.

6.04.170 Penalties.

- A. A violation of any provision of this chapter shall constitute a municipal infraction and may be cited and punished accordingly.
- B. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.
- C. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.
- D. The following scheduled fines are established for municipal infractions:
 - 1. Section 6.04.020 (Licenses) \$20;

2. Section 6.04.030 (Display of tags); Section 6.04.040 (Rabies vaccination); Section 6.04.060 (At large); and Section 6.04.080 (Animal waste): (i) first offense \$30; second offense \$40; third offense \$50; fourth or subsequent offense up to \$200;
3. Section 6.04.110 (Dangerous dog): first offense \$250; second offense \$500; third or subsequent offense \$750.

- E. If no scheduled fine is provided for a violation, then the fine imposed shall not exceed \$500 for a first offense and \$750 for a second or subsequent offense.

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 June 1, 2025 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

Chapter 6.04 ANIMALS¹

6.04.010. Definitions. [Ord. 2003-210 (part); Ord. 02-573 § 1; Ord. 2000-285 § 1; Ord. 93-283 § 1 (part)]

For the purpose of this chapter, certain terms and words are defined as set forth in this section unless otherwise defined herein.

- A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.
- B. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.
- C. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.
- D. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the chief of police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.
- E. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.
- F. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.
- G. CAT - Means all members of the feline species regardless of sex.
- H. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who sells, exchanges, or leases dogs or cats in return for consideration, or who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.
- I. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.

1. Editor's Note: Prior Ordinances Codified Herein Include Portions Of Ords. 75-3, 78-920 And Prior Code §§ 4-1, 4-3, 4-4, 4-9, 4-10, 4-11, 4-11A And 4-11B.

- J. COMMISSION - Means the natural resources commission of the Department of Natural Resources created and established by the Code of Iowa.
- K. DOG - Means all members of the species *Canis familiaris*.
1. A "dangerous dog" means any dog that (i) while unmuzzled, unleashed, or without the supervision of a person whose verbal commands are obeyed charges or chases in a terrorizing manner with an apparent attitude of attack any person who is upon a street, alley, sidewalk or other public place; or (ii) has a known propensity, tendency or disposition to attack without provocation or to otherwise threaten the safety of persons or domestic animals; or (iii) an animal trained, owned, or harbored for the purpose, primarily, or in part, of animal fighting.
 2. A "vicious dog" means any dog that (i) unprovoked, bites or attacks a person causing bodily injury as defined by Iowa Code 702.18; or (ii) severely injures or kills another domestic animal; or (iii) has been found to be a dangerous dog on two or more occasions.
 3. A dog may be declared dangerous or vicious even if it bites, attacks or menaces a trespasser on the dog's owner's property or a person who is contemporaneously tormenting, teasing or abusing the dog.
 4. The declaration that a dog is dangerous or vicious shall be made by an animal control officer. Notification of the declaration and the owner's appeal rights shall be made in accordance with the procedures contained in Section 6.04.155.
- L. EUTHANASIA - Means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during the loss of consciousness.
- M. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by the commission.
- N. GUARD DOG - Means any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog such dog being either securely enclosed within the area at all times or under the continuous control of a trained handler.
- O. HOUSING FACILITIES - Means any room, building or area used to contain a primary enclosure or enclosures.
- P. OWNER - Means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his or her care, or who acts as its custodian, or who knowingly permits an animal to remain on or about any premises owned or occupied by him or her for three or more days.

- Q. PERSON - Means an individual, partnership, corporation, or association and includes any officer, employee, or agency thereof.
- R. PET SHOP - Means an establishment where any dog, cat, rabbit, rodent, fish other than live bait, bird, or other vertebrate animal is bought, sold, exchanged, or offered for sale.
- S. PRIMARY ENCLOSURE - Means any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.
- T. TAKE - Means any pursuing, hunting, killing, trapping, snaring, netting, searching for, shooting at, stalking or lying in wait for, or attempting any for the foregoing, any animal protected by state laws, regulations or rules adopted by the commission or this ordinance.

6.04.020. License required. [Amended 8-28-2024 by Ord. No. 2024-382; Ord. 2015-118 § 5; Ord. 2006-211 § 1; Ord. 2003-210 (part); Ord. 02-573 §§ 2-4; Ord. 2000-285 § 2; Ord. 93-283 § 1 (part)]

- A. Every dog and every cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.
- B. Licenses shall be purchased from the humane society, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the humane society and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed \$5 per tag.

Dangerous and vicious animals require a special license that must be purchased annually from the City of Davenport or its designee.

- C. Licenses are not transferable between animal owners or animals.
- D. Annual license fees shall be set by resolution of the City Council:
 - 1. Neutered/spayed dog or cat (altered)
 - 2. Non-altered dog or cat
 - 3. Dog declared dangerous
 - 4. Dog declared vicious

In lieu of an animal owner obtaining a license annually, the owner may purchase a multi-year license, which may be obtained to cover the period for which the current rabies vaccination is effective (a multiple year license). The fee for a multi-year license shall be calculated by multiplying the applicable annual license fee by the number of years the current rabies vaccination covers.

- E. Residents age 60 or older and residents who are recipients of Social Security Disability Insurance Benefits may license their neutered dogs or cats for an annual fee of \$1.
- F. Altered dogs, duly and properly trained to aid or assist any person who is blind, deaf or physically handicapped, may be licensed for \$1 annually when the dog is owned or maintained by a person actually training the dog to be used to aid or assist persons who are blind, deaf or physically handicapped, or is owned by a blind, deaf or physically handicapped person. The burden of proving that a dog is being trained to assist a person who is blind, deaf or physically handicapped is on the person seeking to license the dog. The humane society may require documentation of the person's affiliation with an organization established for the purpose of training dogs to provide aid or assistance to blind, deaf or physically handicapped persons or whatever evidence the humane society deems satisfactory to establish the validity of such claim.
- G. The owner of a dog that has been declared a dangerous dog may qualify to license said dog for the normal licensing fee upon proof that the owner and said dog have attended and successfully completed a dog obedience class or similar program approved by the humane society.
- H. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed \$5.
- I. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.
- J. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:
 - 1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.
 - 2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.
- K. The executive director of the Scott County Humane Society or an animal control officer of the humane society may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except that violations for failing to license a cat, nondangerous dog or nonvicious dog shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non-appealed notice of violation.
- L. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the revocation, remove from their residence all dogs and cats which the person owns, keeps, harbors or maintains. If the license is revoked, the owner or custodian shall surrender the animal to the humane society or permanently remove the animal from the (City/county)

within five calendar days after either the time for appeal has expired or the decision of the Deputy City Clerk has been served on the owner or custodian. If the animal is found in the City after the five-day period, it shall be immediately impounded. Failure to remove a dog or surrender it to the humane society may be prosecuted as a municipal infraction violation or simple misdemeanor. An owner whose license has been revoked shall inform the humane society in writing upon the animal's removal from the City/county the name, address and telephone number of the animal's new owner, the location where the animal will be kept and the name and description of the animal. In addition, the owner shall notify the new owner in writing of any details concerning any and all complaints concerning the animal, and any terms, conditions or restrictions imposed by the humane society as to the animal. The owner shall provide the humane society with a copy of the notification provided to the new owner as well as an acknowledgment by the new owner of the receipt thereof.

- M. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.
- N. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by the humane society absent clear and convincing proof that the animal or animals belong to a person visiting the resident.
- O. The humane society or animal control officer shall provide the owner or custodian of the animal or animals, as shown on the records at the humane society, so confiscated with notice of the confiscation. If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.
- P. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.
- Q. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If the City demonstrates sufficient evidence in support of its determination the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.
- R. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.
- S. An application to license a dangerous or vicious dog must include presentation by the applicant of a certificate of insurance issuance by an insurance company licensed to do

business in this state which provides personal liability insurance coverage for the death or injury of any person, or damage to property of others, and for acts of negligence of the owner or owner's agents in the keeping of said dangerous or vicious animal. The minimum amount of coverage shall be \$50,000 for an animal declared dangerous, and \$100,000 for an animal declared vicious. The certificate of insurance shall also require notice to the City, in conformity with general City standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If said certificate is not immediately available, a binder that indicates the proper coverage may be accepted for up to 30 days subsequent to the determination that an animal is dangerous or vicious; however, if after 30 days a certificate of insurance or a policy has not been submitted, the animal shall be deemed unlicensed and be disposed of at the discretion of animal control officers. The prescribed insurance coverage, whether it be certificate, policy, or binder, must be obtained within 10 days of the declaration of the animal as dangerous or vicious, with retention of the animal by animal control officers until compliance with this subsection is assured.

6.04.030. Display of license. [Ord. 93-283 § 1 (part)]

The license tag obtained pursuant to Section 6.04.020 shall be securely attached to a substantial collar which collar shall be worn by the animal at all times. License tags are not transferable to any other animal. Upon demand, the owner of an animal shall display the City license to an animal control officer or Davenport police officer.

6.04.040. Rabies vaccination and reporting. [Ord. 2000-285 § 3; Ord. 93-283 § 1 (part)]

- A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age of six months old. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United States Department of Agriculture.
- B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age of six months, if the animal was not yet six months old when acquired.
- C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times.
- D. Whenever a veterinarian inoculates an animal for rabies the veterinarian shall complete a rabies vaccination report which shall be forwarded to the City or its designee. The report shall contain the following information:
 - 1. The name, age and sex of the animal;
 - 2. A general description of the animal;
 - 3. The date the current vaccination was given to the animal;

4. The revaccination date;
5. The vaccination tag number assigned to the animal; and
6. The name and address of the animal's owner or custodian.

The veterinarian shall sign the report and all reports shall be sent to the humane society within 30 days of the administration of the vaccination.

6.04.050. Report of bites required. [Ord. 93-283 § 1 (part)]

- A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to the Davenport Police Department. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.
- B. Any animal that has been involved in biting a person or other animal must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/or the Scott County Health Department. If an animal is not quarantined at the owner's premises it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.
- C. The owner of an animal that has been reported as having inflicted a bite on a person or other animal shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.
- D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or Scott County Health Department officer.

6.04.055. Livestock and poultry prohibited. [Ord. 2017-451 § 2; Ord. 2017-46 § 2; Ord. 93-283 § 1 (part)]

- A. Notwithstanding the provisions of Chapter 6.06 of the Davenport Municipal Code, it shall be unlawful to maintain, keep or harbor any cattle, swine (except Vietnamese or Asian potbellied pigs), sheep, llamas, horses, jacks, goats, guinea fowl, ostriches, poultry (domestic chickens, turkeys, geese, and ducks), or similar domestic animals raised for home use or for profit within the City limits unless the property upon which such animals are maintained, kept or harbored is zoned as agricultural property. This section shall not apply to a bona fide zoological garden, pet shop, educational institute, circus, carnival, or veterinary hospital treating such animals.

- B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right of way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.
- C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060. Animal running at large. [Amended 8-28-2024 by Ord. No. 2024-382; Ord. 2003-210 (part); Ord. 02-573 § 7; Ord. 2002-501 § 1; Ord. 2000-285 § 4; Ord. 93-283 § 1 (part)]

- A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:
 - 1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.
 - 2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.
 - 3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.
 - 4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.
 - 5. When the animal is properly housed in a veterinary hospital or registered kennel.
- B. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such

an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.

- C. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrogous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.
- D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:
 - 1. For a first violation
 - 2. For a second violation
 - 3. For a third violation
 - 4. Fourth violation will result in the revocation of the license to keep the animal.
- E. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140 the humane society may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

6.04.070. Mistreatment of animals. [Ord. 2000-285 § 5; Ord. 93-283 § 1 (part)]

- A. A person who does any of the following to an animal commits animal neglect:
 - 1. Confines the animal without adequate food, water or shelter, or in a manner that creates an unreasonable threat to the animal's health or safety;
 - 2. Fails to supply adequate food or water to an unconfined animal owned or cared for by the person;
 - 3. Causes injury or death to an animal when disciplining it;
 - 4. Causes unnecessary pain and suffering to an animal by failing to adequately tend to the animal's health needs or grooming.

- B. The disposition of a neglected animal shall be governed by state law.
- C. No person shall torment, tease or harass any tied, fenced or otherwise confined animal.
- D. No person shall expose any poison, poisonous meat or poisonous substance anywhere within the City for the purpose of poisoning any animal. This section shall not apply to a person who exposes poisons about a premises, in accordance with the labeling instructions on the poisonous product, for the purpose of exterminating insects, mice or rats. The use of any poison other than one specifically produced for exterminating insects, mice or rats shall be prima facie evidence of a violation of this section.
- E. No person shall abandon any animal or cause such to be done, except that a person may deliver an animal to another person who accepts ownership of such animal or the person may deliver an animal to the humane society.
- F. A violation of this section may be charged as a simple misdemeanor.

6.04.080. Removal of excrement. [Ord. 93-283 § 1 (part)]

- A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance.
- B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the owner of private property has given another owner or custodian permission for their animal to use their private property then this section shall not apply to that particular usage.
- C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090. Number of animals regulated. [Ord. 02-573 § 8; Ord. 93-283 § 1 (part)]

- A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from the Humane Society of Scott County and said person keeps said animals within a

residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a \$10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition an excess number of animals permit shall be issued.

- B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.
- C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

6.04.100. Wild, exotic or dangerous animals prohibited. [Ord. 2000-285 § 6; Ord. 93-283 § 1 (part)]

- A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals.
 - 1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;
 - 2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal.
 - 3. Any species of feline not falling within the categories of ordinary domesticated house cats as established by the American Cat Fancier Association;
 - 4. Bears or any species;
 - 5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;
 - 6. Foxes, wolves, coyotes, or other species not falling within the category of canis familiaris.
 - 7. Any animal of any species known to be vicious or dangerous, excluding canis familiaris.
- B. The prohibition contained in Section 6.04.100A of this chapter shall not apply to the keeping of poisonous snakes, poisonous reptiles, Gila monsters, crocodiles, alligators and caimans provided that the owner of such an animal is 18 years of age or older, and that person has either (1) received a bachelor of science degree based upon courses of instruction which included courses in herpetology from an accredited college level institution, or (2) has successfully completed a course of instruction taught under the auspices of a bona fide municipal zoo on the proper handling, care and keeping of such animals, or (3) has completed a course of instruction of at least 20 hours duration at an accredited educational institution on

the care, handling, and keeping of reptiles, and (4) has applied for and received from the Humane Society a permit to keep such animals, such application to be on a form approved by the City Council.

- C. The prohibition contained in Section 6.04.100 A., as to non-specified other primates, shall not apply to the keeping of primates provided that the owner of such an animal is 18 years of age or older, and that person has either a bachelor of science degree based upon courses of instruction which included courses in primatology from an accredited college level institution, or (2) has successfully completed a course of instruction taught under the auspices of a bona fide municipal zoo on the proper handling, care and keeping of such animals, or (3) has completed a course of instruction of at least 20 hours duration at an accredited educational institution on the care, handling, and keeping of primates, and (4) has applied for and received from the Humane Society a permit to keep such animals, such application to be on a form approved by the City Council.
- D. This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research institute or facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.
- E. Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the police department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.
- F. Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animals' immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on the humane society within that time period, the humane society may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, the animal control officer or humane society may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by the humane society or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be within the City in violation of this section, it shall be immediately confiscated and disposed of as the humane society deems appropriate.
- G. Any person keeping wild, exotic or dangerous animals prior to the enactment of this chapter shall be allowed to keep such animals for the duration of the animal's natural life. Upon the death of a wild, exotic or dangerous animal, the owner of such animal shall not be allowed to replace such animal except as otherwise allowed by this section. The burden of proving the

prior ownership of a wild, exotic or dangerous animal prior to the enactment of this chapter lies with the person keeping such wild, exotic or dangerous animal. Nothing herein shall be deemed to exclude the enforcement of nuisance or other laws on the owner of such animals.

6.04.110. Vicious dogs. [Ord. 2003-210 (part); Ord. 2000-285 § 7; Ord. 93-283 § 1 (part)]

- A. No person shall keep or maintain any dog that has been declared a vicious and/or dangerous dog unless such dog is kept in an enclosure or on a run line located within a fenced area. The fencing material shall not have openings of more than two inches. Wooden fences shall not have openings of more than two inches. Any gates shall be securable and of such design as to prevent the entry of small children or the escape of the animal, and shall be kept secured. Kennels shall have double walls to prevent the insertion of fingers, hands, or other objects. The enclosure must not be located nearer than 10 feet to adjoining property lines or public rights-of-way. The floor of the enclosure must consist of concrete, or a similar material that will prevent the animal from digging its way out of the enclosure.

The run line shall consist of a chain or cable having a tensile strength of at least 300 pounds which does not allow the dog to get closer than 10 feet from adjoining property lines or public right-of-way. In addition, if the dog is kept on a run line within a fenced area, the dog shall be muzzled at all times. If the dog is confined indoors, it shall not be confined on a porch, patio, or in a structure with open windows, screen windows, or screen doors.

- B. If a vicious dog is not within an enclosure or on a run-line within a fenced area, the dog shall be either within the owner's residence or muzzled and restrained with a chain or cable leash having a minimum tensile strength of at least 300 pounds that is no more than four feet in length. If the dog is on a leash, the leash must be controlled by an adult who can control the dog.
- C. No person shall keep, use or maintain any dangerous or vicious dog on any premises unless the premises is posted to warn of the presence of dangerous or vicious dogs. Said warning shall consist of a sign placed at each entrance/exit for the premises in a position to be legible from the sidewalk or ground level adjacent to the sign. If the premises is not enclosed by a fence and the dog is kept within an enclosure, a sign shall be posted on every side of the enclosure in a position to be legible from the sidewalk or ground level.
- D. No person shall sell, exchange, transfer or give a vicious dog to another person.
- E. Owners and custodians of vicious dogs shall post their property with conspicuous signs warning of the presence of a vicious dog.
- F. A vicious dog must be neutered or spayed.
- G. A vicious dog that inflicts bodily injury on a person or other animal by biting after it has been declared vicious, or a vicious dog not kept or maintained in compliance with this section, constitutes a public hazard and may be seized and destroyed.
- H. This section shall not apply to police canines and guard dogs. Guard dogs must be registered with the humane society and licensed and are restricted to property zoned nonresidential. The annual fee for registration of a guard dog shall be \$10. The registration form shall include the dog's location by address; the dog's gender and general description, the dog's current City

license number, the dog's current rabies vaccination number, and the name of an emergency contact person who is available 24 hours a day. Guard dogs shall be confined to a fenced in area that is adequate to prevent the dog from escaping the fenced area. The fenced area shall be clearly posted with warning signs.

- I. Any dog declared vicious must have an identification microchip inserted by a veterinarian and to have at least two color photographs taken of said dog to be placed on file with the animal control office. This shall be done within 10 days of the dog being declared vicious and at the expense of the dog's owner or custodian.
- J. A violation of any of the provisions of this section may be charged as a simple misdemeanor offense. Additionally, any animal control or police officer shall have the right to seize and impound the dog if any of the conditions and specifications established by this section for the keeping of vicious dogs are not being met.

6.04.115. Working service dogs. [Ord. 02-573 § 9]

- A. For purposes of this section, the following words and phrases shall have the assigned meanings.
 - 1. "Working service dog" means any dog trained to detect or to guard, protect, patrol or defend any premises, area or yard, in the custody and control of a handler.
 - 2. "Handler" means any person who has custody and control of a working service dog within the City.
 - 3. "Working service dog service" means engaging in the business of providing working service dogs in the City.
- B. No person shall engage in the business of providing working service dog service in the City or to act as a handler, unless said person has obtained a license as required by this section prior thereto.
- C. No person shall own or have the care or custody of a working service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each working service dog license shall be \$10. No working service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.
- D. An application for a license to operate, maintain and conduct working service dog service in the City shall be filed, together with an application fee of \$200, with the City or its agent. The application shall state the name, address, type of organization of working service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the state of Iowa, in a form approved by the City Attorney, in the sum of \$300,000 blanket coverage for the working service dog service. The working dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the working service dog service. Notice of proposed cancellation of

the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.

- E. Each applicant for a working service dog handler license shall be a natural person and shall pay an annual fee of \$100 and shall be required to carry insurance or a surety bond in the amount of \$100,000 covering the same items as set forth in subsection D above. A working service dog service licensed under subsection D above need not obtain a separate handler license under this subsection.
- F. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this section. A violation of this section may be charged as a simple misdemeanor.
- G. Every handler or owner of a working service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a working service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Working Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.
- H. Any working service dog service or handler that sells or otherwise transfers ownership of any working service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- I. Any person whose working service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- J. A working service dog, properly registered as required by this section, in the custody and control of a licensed working service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a working service dog service or licensed handler.

6.04.120. Damage to property. [Ord. 93-283 § 1 (part)]

No person shall allow or permit their animal to damage, injure, or destroy any shrubbery, plants, flowers, grass, fence, or anything whatsoever upon public or private property without prior permission from the property owner or authorized person.

6.04.130. Barking dogs regulations. [Ord. 93-283 § 1 (part)]

It shall be unlawful to keep or harbor any dog which, by frequent, regular, habitual, or continued barking, yelping, or howling shall cause serious annoyance to the surrounding neighborhood. Such action is a violation of this chapter and is also hereby declared a public nuisance. The animal control officer or a Davenport police officer shall have the authority to use all reasonable means

to abate such nuisance, including but not limited to requiring that the owner or custodian make bona fide efforts to quiet the dog and impoundment of the dog if the owner or custodian is absent from the premises. If the dog is impounded, the officer shall attempt to locate and notify the absent owner or custodian by any reasonable means as soon as possible.

6.04.140. Impoundment. [Amended 8-28-2024 by Ord. No. 2024-382; Ord. 2015-373; ; Ord. 2000-285 § 8; Ord. 93-283 § 1 (part)]

- A. The City may establish and maintain a municipal animal shelter or the City may contract with any nonprofit incorporated society or association which shall provide and maintain an animal shelter for the enforcement of this chapter. It shall be the duty of the persons authorized by the City to operate such animal shelter to supervise and control such facility, to cause the shelter to be kept in a sanitary condition and free from offensive odors, to provide for adequate food, water and shelter, to provide for the collection of animals, to handle the destruction or disposition of animals not redeemed, and to assist in the enforcement and operation of this chapter. The provisions of this chapter shall be enforceable by any animal control officer and by members of the Davenport Police Department.
- B. Impoundment Procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner.

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of the humane society or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

- C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.
- D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

The boarding fees for other animals shall be set by resolution of the City Council:

1. For each dog, cat, ferret or similar animal a per day fee for the animal's care, food, water and shelter.

2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee for the animal's care, food, water and shelter.
 3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
 4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
- E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering or cannot survive. In such cases the animal may be subjected to humane euthanasia.
- F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.
- G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses to pay such expenses shall be in violation of this chapter and subject to citation for the same.
- H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150. Enforcing provisions. [Ord. 2000-285 § 9; Ord. 93-283 § 1 (part)]

- A. Humane society employees, animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.
- B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.
- C. Inspection Procedures. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the

owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.

- D. Immediate Inspection. Notwithstanding Section 6.04.170 subsection B., if the animal control officer or police officer has reasonable cause to believe that the keeping or the maintenance of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the officer shall have the right to immediately enter and inspect such property, and may use any reasonable means required to effect such entry and make such investigation, whether the property is occupied or unoccupied. If occupied, the officer shall first present proper identification and demand entry explaining the reasons therefor and the purpose of the inspection.

6.04.155. Notice of violation, confiscation, revocation. [Ord. 2015-118 § 6; Ord. 2006-211 § 2; Ord. 2003-210 (part); Ord. 02-573 § 5; Ord. 2000-285 § 10]

An animal control officer or police officer may send notice of violation to an animal's owner or keeper. A notice of violation initiates administrative sanction procedures for violations of this chapter, revocation of a person's privilege to license or keep animals within the City, extension of periods of revocation, confiscation of an animal by the City, or a declaration that a dog is dangerous or vicious. A notice of violation shall be sent by certified mail or personally served upon an animal's owner or keeper at the request of a victim of a dog attack as defined in Section 6.04.010(K). The notice of violation may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If a timely appeal is not filed the notice of violation shall be conclusively presumed to be true. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

6.04.160. Nuisances. [Ord. 2015-118 § 7; Ord. 2006-211 § 3; Ord. 2003-210 (part); Ord. 2000-285 § 11; Ord. 97-247 § 1; Ord. 93-283 § 1 (part)]

- A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous or vicious animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.
- B. Whenever an animal control officer or police officer determines that a nuisance exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail return receipt requested. If service is by certified mail, service shall be deemed given when mailed.

- C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If no timely appeal is filed the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.
- D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter, the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of the humane society.

6.04.165. (Reserved)²**6.04.170. Penalties. [Ord. 02-573 § 6; Ord. 2002-501 § 2; Ord. 2000-285 § 12; Ord. 93-283 § 1 (part)]**

- A. A violation of any provision of this chapter shall constitute a municipal infraction and may be cited and punished accordingly.
- B. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.
- C. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.
- D. The following scheduled fines are established for municipal infractions:
 - 1. Section 6.04.020 (Licenses) \$20;
 - 2. Section 6.04.030 (Display of tags); Section 6.04.040 (Rabies vaccination); Section 6.04.060 (At large); and Section 6.04.080 (Animal waste): (i) first offense \$30; second offense \$40; third offense \$50; fourth or subsequent offense up to \$200;
 - 3. Section 6.04.110A or B (Vicious dog): first offense \$250; second offense \$500; third or subsequent offense \$750.
- E. If no scheduled fine is provided for a violation, then the fine imposed shall not exceed \$500

2. Editor's Note: Former Section 6.04.165, Animal hearing commission, previously codified herein and containing portions of Ordinance No. 2003-210 and 2003-523, was repealed in its entirety by Ordinance No. 2006-211.

for a first offense and \$750 for a second or subsequent offense.

Title 6

ANIMALS

Chapter 6.04 ANIMALS		6.06.025.	Denial, suspension, revocation, non-renewal.
6.04.010.	Definitions.	6.06.030.	Number and type of chickens allowed.
6.04.020.	License required.	6.06.040.	Zoning districts allowed:
6.04.030.	Display of license.	6.06.050.	Noncommercial use only.
6.04.040.	Rabies vaccination and reporting.	6.06.060.	Enclosures.
6.04.050.	Report of bites required.	6.06.070.	Odor and noise impacts:
6.04.055.	Livestock and poultry prohibited.	6.06.080.	Predators, rodents, insects, and parasites.
6.04.060.	Animal running at large.	6.06.090.	Feed and water.
6.04.070.	Mistreatment of animals.	6.06.100.	Waste storage and removal.
6.04.080.	Removal of excrement.	6.06.110.	Chickens at large.
6.04.090.	Number of animals regulated.	6.06.120.	Unlawful acts.
6.04.100.	Wild, exotic or dangerous animals prohibited.	6.06.130.	Use of outside resources.
6.04.110.	Vicious dogs. <u>Dangerous dogs.</u>	6.06.140.	Nuisances.
6.04.115.	Working Security <u>service dogs.</u>	Chapter 6.08 (RESERVED)	
6.04.120.	Damage to property.	(Reserved)	
6.04.130.	Barking dogs regulations.	6.08.010.	(Reserved)
6.04.140.	Impoundment.	Chapter 6.12 (RESERVED)	
6.04.150.	Enforcing provisions.	(Reserved)	
6.04.155.	Notice of violation, confiscation, revocation.	6.12.010.	(Reserved)
6.04.160.	Nuisances.	Chapter 6.16 TRAPPING ANIMALS	
6.04.165.	(Reserved) <u>Animal Hearing Commission</u>	6.16.010.	Definitions.
6.04.170.	Penalties.	6.16.020.	Trapping regulated.
Chapter 6.06 URBAN CHICKENS		6.16.030.	Disturbing dens.
6.06.010.	Definitions.	6.16.040.	Shooting or spearing.
6.06.020.	Administration.	6.16.050.	Colony traps prohibited.
6.06.021.	Permit required.	Chapter 6.20 (RESERVED)	
6.06.022.	Application.	(Reserved)	
6.06.023.	Requirements.	6.20.010.	(Reserved)
6.06.024.	Issuance of permit.		

**Chapter 6.04
ANIMALS¹****6.04.010. Definitions. [Ord. 2003-210 (part); Ord. 02-573 § 1; Ord. 2000-285 § 1; Ord. 93-283 § 1 (part)]**

For the purpose of this chapter, certain terms and words are defined as set forth in this section unless otherwise defined herein.

- A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.
- B. ADEQUATE SHELTER - Means a ventilated protective covering which provides sufficient protection from moisture, wind, sun, extreme temperatures, or other adverse weather conditions, which provides adequate space for standing, sitting, lying, and free movement, and which is maintained in a sanitary manner. Adequate shelter may vary by age, species, breed, and physical condition of the animal. Structural minimum of adequate shelter is an enclosure with at least three solid sides, a roof, a solid and dry resting surface, adequate ventilation, and bedding as appropriate for the weather conditions. Metal drums, animal crates or carriers, vehicles, spaces under structures such as decks are not considered adequate shelter.
- B-C. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.
- C-D. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.
- D-E. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the chief of police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.
- E-F. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.
- F-G. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.
- G-H. CAT - Means all members of the feline species regardless of sex.
- H-I. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who sells, exchanges, or leases dogs or cats in return for consideration, or who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.
- I-J. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.

K. COMMISSION - Means the natural resources commission of the Department of Natural Resources created and established by the Code of Iowa.

J.L. COMPANION ANIMAL – A domesticated dog or cat kept for companionship by its caretaker.

M. DANGEROUS DOG – Means a dog that has:

1. Killed a human being;
2. Taken aggressive action that caused a serious injury as defined in Iowa Code section 702.18 to a human;
3. Killed another domesticated animal, excluding fowl;
4. Twice within a 48-month period attacked, bitten, or otherwise caused an injury to a person engaged in lawful activity; or
5. An animal judicially or administratively determined to be a dangerous animal or similar designation by the City Davenport or another jurisdiction with a substantially similar definition of dangerous animal.

The following circumstances shall be excluded from the definition of a dangerous dog:

1. An animal engaged in law enforcement work that is engaged in official law enforcement activities at the time of the attack or bite;
2. A security service dog registered with animal control on its designated restricted nonresidential property at the time of the attack or bite;

The following circumstances may be excluded from the definition of a dangerous dog:

1. An animal that attacks or bites a person who is engaged in unlawful activity against the person or property of another at the time of the attack or bite;
2. An animal that attacks or bites in order to protect a human being, domestic animal, or livestock;
3. An animal that was attacked by an animal at large;
4. An animal that was deliberately provoked by the person or animal that was harmed;
5. An animal that bites in an animal care facility, veterinary office, animal shelter, or other state-licensed animal facility; or
6. An animal that kills another domesticated animal owned by the same owner or the incident originated on the property of the attacking or biting dog's owner.

K.N. DOG - Means all members of the species Canis familiaris.

- ~~1. The declaration that a dog is dangerous or vicious shall be made by an animal control officer. Notification of the declaration and the owner's appeal rights shall be made in accordance with the procedures contained in Section 6.04.155.~~

L.O. EUTHANASIA - Means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or a method that involves anesthesia, produced by an agent which causes painless loss of consciousness, and death during the loss of consciousness.

M.P. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for

6.04.010

ANIMALS

6.04.020

the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by ~~the commission~~ Iowa Code 481.A.

~~N. GUARD DOG — Means any dog trained or used to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog such dog being either securely enclosed within the area at all times or under the continuous control of a trained handler.~~

~~O.Q.~~ HOUSING FACILITIES - Means any room, building or area used to contain a primary enclosure or enclosures.

~~P.R.~~ OWNER - Means any person having a right of property in an animal, or who keeps or harbors an animal, or who has it in his or her care, or who acts as its custodian, or who knowingly permits an animal to remain on or about any premises owned or occupied by him or her for three or more days.

~~Q.S.~~ PERSON - Means an individual, partnership, corporation, or association and includes any officer, employee, or agency thereof.

~~R.T.~~ PET SHOP - Means an establishment where any dog, cat, rabbit, rodent, fish other than live bait, bird, or other vertebrate animal is bought, sold, exchanged, or offered for sale.

~~S.U.~~ PRIMARY ENCLOSURE - Means any structure used to immediately restrict an animal to a limited amount of space, such as a room, pen, cage or compartment.

~~V. SECURITY SERVICE DOG - Means any dog trained or used to perform security-related tasks including guarding, protecting, patrolling, rescuing, or defending persons or property, in the custody and control of a handler.~~

~~W. SERVICE ANIMAL – Means a dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability or as otherwise defined by the Americans with Disabilities Act. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being or companionship do not constitute work or tasks for the purposes of this definition.~~

~~T.X.~~ TAKE - Means any pursuing, hunting, killing, trapping, snaring, netting, searching for, shooting at, stalking or lying in wait for, or attempting any for the foregoing, any animal protected by state laws, regulations or rules adopted by the commission or this ordinance.

6.04.020. License required. [Amended 8-28-2024 by Ord. No. 2024-382; Ord. 2015-118 § 5; Ord. 2006-211 § 1; Ord. 2003-210 (part); Ord. 02-573 §§ 2-4; Ord. 2000-285 § 2; Ord. 93-283 § 1 (part)]

- A. Every dog and every cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.
- B. Licenses shall be purchased from the ~~humane society~~animal control, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the ~~humane society~~animal control and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed \$5 per tag.

~~Dangerous and vicious animals require a special license that must be purchased annually from the City of Davenport or its designee.~~

- C. Licenses are not transferable between animal owners or animals.
- D. Annual license fees shall be set by resolution of the City Council:
1. Neutered/spayed dog or cat (altered)
 2. Non-altered dog or cat
 3. Dogs governed by 6.04.110 Dangerous Dogs shall as set by resolution 2024-393 and subsequent resolutions.

In lieu of an animal owner obtaining a license annually, the owner may purchase a multi-year license, which may be obtained to cover the period for which the current rabies vaccination is effective (a multiple year license). The fee for a multi-year license shall be calculated by multiplying the applicable annual license fee by the number of years the current rabies vaccination covers.

- E. Residents age 60 or older and residents who are recipients of Social Security Disability Insurance Benefits may license their neutered dogs or cats for an annual fee of \$1.
- F. ~~Altered dogs, duly and properly trained to aid or assist any person who is blind, deaf or physically handicapped,~~Service animals may be licensed for \$1 annually when the dog is owned or maintained by a person actually training the ~~dog to be used to aid or assist persons who are blind, deaf or physically handicapped,~~service animal or is owned by a ~~blind, deaf or physically handicapped person~~an individual who is assisted by the service animal. The burden of proving ~~that a dog is being trained to assist a person who is blind, deaf or physically handicapped~~that a service animal is trained to do work or perform tasks for the benefit of a person with a disability is on the person seeking to license the dog. ~~The humane society~~Animal control may require documentation of the person's affiliation with an organization established for the purpose of training ~~dogs to provide aid or assistance to blind, deaf or physically handicapped persons~~service animals or whatever evidence ~~the humane society~~animal control deems satisfactory to establish the validity of such claim.
- G. ~~The owner of a dog that has been declared a dangerous dog may qualify to license said dog for the normal licensing fee upon proof that the owner and said dog have attended and successfully completed a dog obedience class or similar program approved by the humane society.~~

H.G. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed \$5.

I.H. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.

I.I. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:

1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.
2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.

K.J. The executive director of ~~the Scott County Humane Society~~ animal control or an animal control officer ~~of the humane society~~ may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except ~~that~~ violations for failing to license ~~a cat, nondangerous dog or nonvicious dog~~ an animal as required by this chapter shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non-appealed notice of violation.

L.K. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the revocation, remove from their residence all dogs and cats which the person owns, keeps, harbors or maintains. If the license is revoked, the owner or custodian shall surrender the animal to ~~the humane society~~ animal control or permanently remove the animal from the ~~(City/county)~~ city limits within five calendar days after either the time for appeal has expired or the decision of the Deputy City Clerk has been served on the owner or custodian. If the animal is found in the City after the five-day period, it shall be immediately impounded. Failure to remove a dog or surrender it to ~~the humane society~~ animal control may be prosecuted as a municipal infraction violation or simple misdemeanor. An owner whose license has been revoked shall inform ~~the humane society~~ animal control in writing upon the animal's removal from the ~~City/county~~ city limits the name, address and telephone number of the animal's new owner, the location where the animal will be kept and the name and description of the animal. In addition, the owner shall notify the new owner in writing of any details concerning any and all complaints concerning the animal, and any terms, conditions or restrictions imposed by ~~the humane society~~ animal control as to the animal. The owner shall provide ~~the humane society~~ animal control with a copy of the notification provided to the new owner as well as an acknowledgment by the new owner of the receipt thereof.

M.L. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.

N.M. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by ~~the humane society~~ animal control absent clear and convincing proof that the animal or animals belong to a person visiting the resident.

O.N. The ~~humane society~~ or animal control officer shall provide the owner or custodian of the animal or animals, as shown on ~~the records at the humane society~~ animal control records, so confiscated with notice of the confiscation.

If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.

P.O. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.

Q.P. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If the City demonstrates sufficient evidence in support of its determination the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

R.Q. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.

~~S. An application to license a dangerous or vicious dog must include presentation by the applicant of a certificate of insurance issuance by an insurance company licensed to do business in this state which provides personal liability insurance coverage for the death or injury of any person, or damage to property of others, and for acts of negligence of the owner or owner's agents in the keeping of said dangerous or vicious animal. The minimum amount of coverage shall be \$50,000 for an animal declared dangerous, and \$100,000 for an animal declared vicious. The certificate of insurance shall also require notice to the City, in conformity with general City standards for certificates of insurance, if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If said certificate is not immediately available, a binder that indicates the proper coverage may be accepted for up to 30 days subsequent to the determination that an animal is dangerous or vicious; however, if after 30 days a certificate of insurance or a policy has not been submitted, the animal shall be deemed unlicensed and be disposed of at the discretion of animal control officers. The prescribed insurance coverage, whether it be certificate, policy, or binder, must be obtained within 10 days of the declaration of the animal as dangerous or vicious, with retention of the animal by animal control officers until compliance with this subsection is assured.~~

6.04.030. Display of license. [Ord. 93-283 § 1 (part)]

The license tag obtained pursuant to Section 6.04.020 shall be securely attached to a substantial collar which collar shall be worn by the animal at all times. License tags are not transferable to any other animal. Upon demand, the owner of an animal shall display the City license to an animal control officer or Davenport police officer.

6.04.040. Rabies vaccination and reporting. [Ord. 2000-285 § 3; Ord. 93-283 § 1 (part)]

A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age ~~of six months old~~ as defined by Iowa Code section 351.33. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United States Department of Agriculture.

- B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age ~~of six months~~ as defined by Iowa Code section 351.33, if the animal was not yet ~~six months old~~ of age when acquired.
- C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times.
- D. Whenever a veterinarian inoculates an animal for rabies the veterinarian shall complete a rabies vaccination report which shall be forwarded to the City or its designee. The report shall contain the following information:
1. The name, age and sex of the animal;
 2. A general description of the animal;
 3. The date the current vaccination was given to the animal;
 4. The revaccination date;
 5. The vaccination tag number assigned to the animal; and
 6. The name and address of the animal's owner or custodian.

The veterinarian shall sign the report and all reports shall be sent to ~~the humane society~~ animal control within 30 days of the administration of the vaccination.

6.04.050. Report of bites required. [Ord. 93-283 § 1 (part)]

- A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to animal control ~~or the Davenport Police Department~~. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.
- B. Any animal that has been involved in biting a person ~~or other animal~~ must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/ or the Scott County Health Department. If an animal is not quarantined at the owner's premises it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.
- C. The owner of an animal that has been reported as having inflicted a bite on a person ~~or other animal~~ shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.
- D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or

Scott County Health Department officer.

6.04.055. Livestock and poultry prohibited. [Ord. 2017-451 § 2; Ord. 2017-46 § 2; Ord. 93-283 § 1 (part)]

- A. Notwithstanding the provisions of Chapter 6.06 of the Davenport Municipal Code, it shall be unlawful to maintain, keep or harbor any cattle, swine (except Vietnamese or Asian potbellied pigs), sheep, llamas, horses, jacks, goats, guinea fowl, ostriches, poultry (domestic chickens, turkeys, geese, and ducks), or similar domestic animals raised for home use or for profit within the City limits unless the property upon which such animals are maintained, kept or harbored is zoned as agricultural property. This section shall not apply to a bona fide zoological garden, pet shop, educational institute, circus, carnival, or veterinary hospital treating such animals.
- B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right of way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.
- C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060. Animal running at large. [Amended 8-28-2024 by Ord. No. 2024-382; Ord. 2003-210 (part); Ord. 02-573 § 7; Ord. 2002-501 § 1; Ord. 2000-285 § 4; Ord. 93-283 § 1 (part)]

- A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:
 - 1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.
 - 2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.
 - 3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.
 - 4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.

5. When the animal is properly housed in a veterinary hospital or registered kennel.
- B. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.
- C. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrogous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.
- D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:
 1. For a first violation
 2. For a second violation
 3. For a third violation
 4. Fourth violation will result in the revocation of the license to keep the animal.
- E. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140 ~~the humane society~~animal control may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

~~**6.04.070. Mistreatment of animals. [Ord. 2000-285 § 5; Ord. 93-283 § 1 (part)]**~~

~~**A. A person who does any of the following to an animal commits animal neglect:**~~

- ~~1. Confines the animal without adequate food, water or shelter, or in a manner that creates an unreasonable threat to the animal's health or safety;~~
- ~~2. Fails to supply adequate food or water to an unconfined animal owned or cared for by the person;~~
- ~~3. Causes injury or death to an animal when disciplining it;~~
- ~~4. Causes unnecessary pain and suffering to an animal by failing to adequately tend to the animal's~~

~~health needs or grooming.~~

~~B. The disposition of a neglected animal shall be governed by state law.~~

~~C. No person shall torment, tease or harass any tied, fenced or otherwise confined animal.~~

~~D. No person shall expose any poison, poisonous meat or poisonous substance anywhere within the City for the purpose of poisoning any animal. This section shall not apply to a person who exposes poisons about a premises, in accordance with the labeling instructions on the poisonous product, for the purpose of exterminating insects, mice or rats. The use of any poison other than one specifically produced for exterminating insects, mice or rats shall be prima facie evidence of a violation of this section.~~

~~E. No person shall abandon any animal or cause such to be done, except that a person may deliver an animal to another person who accepts ownership of such animal or the person may deliver an animal to the humane society.~~

~~F. A violation of this section may be charged as a simple misdemeanor.~~

6.04.070. Mistreatment of animals.

The following acts shall constitute mistreatment of animals, and shall subject the owner or other person to the penalty provisions of state law and the Municipal Code:

A. Failure to provide the animal access to adequate food, adequate water, and easy access to adequate shelter from the elements;

B. Beating, tormenting, overloading, overworking, or molesting an animal;

C. Permitting or encouraging any combat between animals, or between animals and humans, unless the animal is trained and used by a government agency and accompanied by the appropriate government agency handler;

D. Abandoning an animal as defined by Iowa Code 717.B;

E. Exposing any known poisonous material with the intent of allowing or encouraging the material to be eaten by any bird, fowl, domesticated animal, community cat, or livestock;

F. Failure to maintain sanitary conditions where animals are kept;

G. Harboring or owning any sick, diseased or injured animal without procuring veterinary care for said animal(s);

H. Maintaining an animal in such conditions and hygiene that the animal is unable to walk or move normally, conduct routine bodily functions, or stay clean and free of urine, fecal matter, open wounds, disease, and parasites;

I. Leaving an animal in a vehicle, on a vehicle, tethered or confined for a length of time that could result in danger to or death of an animal. If the City of Davenport or designee determines that such animal is in immediate danger, the City of Davenport or designee may remove the animal by whatever means necessary without liability, for the purpose of taking the animal into protective custody pursuant to Iowa Code 717.B.5 Rescue of Threatened Animals;

J. Intentionally injuring, maiming, disfiguring, mutilating, or destroying an animal by any means that causes pain or suffering;

K. Cropping or docking of an animal's ears or tail, except by a licensed veterinarian, under anesthesia, and

following accepted pain management practice;

- L. Chaining, tethering, penning, or otherwise restraining or confining an animal outdoors for more than 15 minutes without access to adequate food, adequate water, adequate shelter, and adequate protection from the elements.

6.04.075. Disposition of Mistreated Animals.

Impoundment procedures of threatened or mistreated animals:

- A. A law enforcement officer or animal control officer, after consulting with a veterinarian licensed by the State, may rescue a threatened animal as provided in this section. The officer may enter onto private property to rescue a threatened animal if the officer obtains a search warrant issued by a court or enters onto the premises in a manner consistent with the laws of the State of Iowa and the United States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;
- B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code 717B.5 as amended;
- C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code 717B.4, as amended;
- D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa Code 717B.4, as amended.

6.04.080. Removal of excrement. [Ord. 93-283 § 1 (part)]

- A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance.
- B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the owner of private property has given another owner or custodian permission for their animal to use their private property then this section shall not apply to that particular usage.
- C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090. Number of animals regulated. [Ord. 02-573 § 8; Ord. 93-283 § 1 (part)]

- A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if

6.04.090

ANIMALS

6.04.100

such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from ~~the Humane Society of Scott County~~animal control and said person keeps said animals within a residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a \$10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition an excess number of animals permit shall be issued.

- B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.
- C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

6.04.100. Wild, exotic or dangerous animals prohibited. [Ord. 2000-285 § 6; Ord. 93-283 § 1 (part)]

- A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals.
 - 1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;
 - 2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal.
 - 3. Any species of feline not falling within the categories of ordinary domesticated house cats ~~as established by the American Cat Fancier Association;~~felis catus.
 - 4. Bears or any species;
 - 5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;
 - 6. Foxes, wolves, coyotes, or other species not falling within the category of canis familiaris.
 - ~~7.~~7.8. Any animal of any species known to be vicious or dangerous, excluding animals covered by 6.04.110~~canis familiaris.~~
 - ~~7.8.~~Any animal prohibited under Iowa Code section 717F.

- ~~B. The prohibition contained in Section 6.04.100A of this chapter shall not apply to the keeping of poisonous snakes, poisonous reptiles, Gila monsters, crocodiles, alligators and caimans provided that the owner of such an animal is 18 years of age or older, and that person has either (1) received a bachelor of science degree based upon courses of instruction which included courses in herpetology from an accredited college level institution, or (2) has successfully completed a course of instruction taught under the auspices of a bona fide municipal zoo on the proper handling, care and keeping of such animals, or (3) has completed a course of instruction of at least 20 hours duration at an accredited educational institution on the care, handling, and keeping of reptiles, and (4) has applied for and received from the Humane Society a permit to keep such animals, such application to be on a form approved by the City Council.~~
- ~~The prohibition contained in Section 6.04.100 A., as to non-specified other primates, shall not apply to the keeping of primates provided that the owner of such an animal is 18 years of age or older, and that~~

6.04.090

ANIMALS

6.04.100

~~person has either a bachelor of science degree based upon courses of instruction which included courses in primatology from an accredited college level institution, or (2) has successfully completed a course of instruction taught under the auspices of a bona fide municipal zoo on the proper handling, care and keeping of such animals, or (3) has completed a course of instruction of at least 20 hours duration at an accredited educational institution on the care, handling, and keeping of primates, and (4) has applied for and received from the Humane Society a permit to keep such animals, such application to be on a form approved by the City Council.~~

~~E.B.~~ This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research institute or facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.

~~D.C.~~ Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the police department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.

~~E.D.~~ Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animals' immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on ~~the humane society~~animal control within that time period, ~~the humane society~~animal control may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, ~~the animal control officer or humane society~~animal control may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by ~~the humane society~~animal control or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be within the City in violation of this section, it shall be immediately confiscated and disposed of as ~~the humane society~~animal control deems appropriate.

~~F.E.~~ Any person keeping wild, exotic or dangerous animals prior to the enactment of this chapter shall be allowed to keep such animals for the duration of the animal's natural life. Upon the death of a wild, exotic or dangerous animal, the owner of such animal shall not be allowed to replace such animal except as otherwise allowed by this section. The burden of proving the prior ownership of a wild, exotic or dangerous animal prior to the enactment of this chapter lies with the person keeping such wild, exotic or dangerous animal. Nothing herein shall be deemed to exclude the enforcement of nuisance or other laws on the owner of such animals.

~~6.04.110. Vicious dogs. [Ord. 2003-210 (part); Ord. 2000-285 § 7; Ord. 93-283 § 1 (part)]~~

~~A.— No person shall keep or maintain any dog that has been declared a vicious and/or dangerous dog unless such dog is kept in an enclosure or on a run line located within a fenced area. The fencing material shall not have openings of more than two inches. Wooden fences shall not have openings of more than two inches. Any gates shall be securable and of such design as to prevent the entry of small children or the escape of the animal, and shall be kept secured. Kennels shall have double walls to prevent the insertion of fingers, hands, or other objects. The enclosure must not be located nearer than 10 feet to adjoining property lines or public rights of way. The floor of the enclosure must consist of concrete, or a similar material that will prevent the animal from digging its way out of the enclosure.~~

~~The run line shall consist of a chain or cable having a tensile strength of at least 300 pounds which does not allow the dog to get closer than 10 feet from adjoining property lines or public right of way. In addition, if the dog is kept on a run line within a fenced area, the dog shall be muzzled at all times. If the dog is confined indoors, it shall not be confined on a porch, patio, or in a structure with open windows, screen windows, or screen doors.~~

~~B.— If a vicious dog is not within an enclosure or on a run line within a fenced area, the dog shall be either within the owner's residence or muzzled and restrained with a chain or cable leash having a minimum tensile strength of at least 300 pounds that is no more than four feet in length. If the dog is on a leash, the leash must be controlled by an adult who can control the dog.~~

~~C.— No person shall keep, use or maintain any dangerous or vicious dog on any premises unless the premises is posted to warn of the presence of dangerous or vicious dogs. Said warning shall consist of a sign placed at each entrance/exit for the premises in a position to be legible from the sidewalk or ground level adjacent to the sign. If the premises is not enclosed by a fence and the dog is kept within an enclosure, a sign shall be posted on every side of the enclosure in a position to be legible from the sidewalk or ground level.~~

~~D.— No person shall sell, exchange, transfer or give a vicious dog to another person.~~

~~E.— Owners and custodians of vicious dogs shall post their property with conspicuous signs warning of the presence of a vicious dog.~~

~~F.— A vicious dog must be neutered or spayed.~~

~~G.— A vicious dog that inflicts bodily injury on a person or other animal by biting after it has been declared vicious, or a vicious dog not kept or maintained in compliance with this section, constitutes a public hazard and may be seized and destroyed.~~

~~H.— This section shall not apply to police canines and guard dogs. Guard dogs must be registered with the humane society and licensed and are restricted to property zoned nonresidential. The annual fee for registration of a guard dog shall be \$10. The registration form shall include the dog's location by address; the dog's gender and general description, the dog's current City license number, the dog's current rabies vaccination number, and the name of an emergency contact person who is available 24 hours a day. Guard dogs shall be confined to a fenced in area that is adequate to prevent the dog from escaping the fenced area. The fenced area shall be clearly posted with warning signs.~~

~~I.— Any dog declared vicious must have an identification microchip inserted by a veterinarian and to have at least two color photographs taken of said dog to be placed on file with the animal control office. This shall be done within 10 days of the dog being declared vicious and at the expense of the dog's owner or custodian.~~

~~J.— A violation of any of the provisions of this section may be charged as a simple misdemeanor offense.~~

~~Additionally, any animal control or police officer shall have the right to seize and impound the dog if any of the conditions and specifications established by this section for the keeping of vicious dogs are not being met.~~

6.04.110. Dangerous dogs.

- A. Any person keeping a dog deemed dangerous or vicious prior to June 1, 2025 shall be allowed to keep such animal for the duration of the animal's natural life and shall be excluded from the requirements of this chapter for dangerous dogs if the following conditions are met:
- The animal has been microchipped and that microchip is registered with animal control;
 - The animal remains licensed under the requirements of this chapter;
 - The animal's owner or custodian posts their property with conspicuous signs warning of the presence of a dog;
 - The animal's owner or custodian maintains continuous residency within the city of Davenport;
 - The animal's owner or custodian complies with any provision deemed necessary by the executive director of animal control in consultation with the City of Davenport Legal Department to ensure public safety; and
 - The animal is not involved in a bite, attack, or dangerous behavior incident as defined by this chapter. Any new incidents involving a grandfathered dog will be evaluated under the criteria of the definition effective June 1, 2025.
- B. The declaration that a dog is dangerous shall be made by an animal control officer. Notification of the declaration and the owner's appeal rights shall be made in accordance with the procedures contained in Section 6.04.155.
- C. No person shall own, keep, harbor, foster, or maintain any dog that has been declared dangerous except as provided herein.
- D. No person shall allow a dangerous dog to be in or upon any premises or vehicle owned, leased, occupied, or controlled by the person, except as provided herein.
- E. No person shall bring any dangerous dog into the City of Davenport without approval of the City Administrator.
- F. No person shall allow a dangerous dog in a City park or off-leash dog area.
- G.** Upon receiving a complaint or having reasonable suspicion that a dangerous dog is being kept, sheltered, or harbored within the city, animal control or the City of Davenport may initiate an investigation. If, after investigation, animal control or the City of Davenport determines that a dangerous dog is indeed being kept, sheltered, or harbored within the city by any person, the City of Davenport, or its designee, shall declare the animal a dangerous dog. The owner or caretaker of the dog shall then be ordered to either humanely euthanize the animal or have it microchipped and rehomed outside the city limits within fourteen calendar days from the date of service of the order. Until the dog is euthanized or rehomed, it must be securely confined or leashed under the direct control of a person 18 years of age or older.
- H. Notice of the declaration that a dog has been deemed dangerous shall be promptly served in person to the owner, if known. If personal service cannot be completed within the city limits, the notice may be sent by certified mail. The notice shall include:
- Description of the animal;
 - Declaration that the animal has been deemed dangerous;

- The basis for the declaration;
- An order requiring the owner to humanely euthanize the dog or have the dog microchipped and rehomed outside the city limits within fourteen days of the service of the notice;
- A warning that the dog will be subject to seizure if it is not rehomed or humanely euthanized within the required timeframe; and
- Information on the right to appeal, stating the owner may file a written notice of appeal with the Legal Department within fourteen days from the date of service.

- I. If the owner is ordered to humanely euthanize the dog or have it microchipped and rehomed outside the city limits, the owner must comply within the required timeframe of the notice of the declaration. If the owner fails to do so, the City of Davenport or its designee is authorized to seize and impound the animal. Additionally, the animal may be seized at any time if it is not securely confined or leashed under the direct control of a person 18 years of age or older. An impounded animal shall be held for fourteen days or, if an appeal is filed, until seven days after the final decision of the appeal. If the appeal results in a reversal of the dangerous declaration, the animal shall be immediately release to the owner or their representative. However, if the declaration remains in effect and the owner does not seek a review by the district court, the City of Davenport or its designee shall proceed with the disposition of the animal in accordance with the policies of the organization providing shelter services.
- J. Orders and declarations concerning dangerous dogs issued by the City of Davenport or its designee may be appealed through the administrative appeal procedure set forth in Section 6.04.165 of this Code.
- K. Any dog alleged to be dangerous and held under impoundment or quarantine shall not be released to the owner but shall remain confined at the owner's expense until the outcome of the hearing is determined. If the dog is deemed dangerous, all costs associated with its impoundment or quarantine shall be the responsibility of the owner. If the Animal Hearing Commission after a full and complete hearing determines the animal should not be deemed dangerous, all costs of the impoundment and/or quarantine will be the responsibility of the City of Davenport.
- L. Failure to comply with an order issued by the City of Davenport or its designee under this section whether not appeal or upheld on appeal shall constitute a misdemeanor offense. A violation of any of the provisions of this section may be charged as a simple misdemeanor offense. Additionally, any animal control or police officer shall have the right to seize and impound the animal if any of the conditions and specifications established by this section are not being met.

6.04.115. Working Security service dogs. [Ord. 02-573 § 9]

~~A. For purposes of this section, the following words and phrases shall have the assigned meanings.~~

- ~~1. "Working service dog" means any dog trained to detect or to guard, protect, patrol or defend any premises, area or yard, in the custody and control of a handler.~~
- ~~2. "Handler" means any person who has custody and control of a working service dog within the City.~~
- ~~3. "Working service dog service" means engaging in the business of providing working service dogs in the City.~~

~~B.A.~~ No person shall engage in the business of providing working security service dog service in the City or to act as a handler, unless said person has obtained a license as required by this section prior thereto.

~~C.B.~~ No person shall own or have the care or custody of a working security service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each working security service dog license shall be \$10. No working security service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.

~~D.C.~~ An application for a license to operate, maintain and conduct working security service dog service in

the City shall be filed, together with an application fee of \$200, with the City or its agent. The application shall state the name, address, type of organization of working-security service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the state of Iowa, in a form approved by the City Attorney, in the sum of \$300,000 blanket coverage for the working-security service dog service. The workingsecurity dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the workingsecurity service dog service. Notice of proposed cancellation of the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.

E.D. Each applicant for a workingsecurity service dog handler license shall be a natural person and shall pay an annual fee of \$100 and shall be required to carry insurance or a surety bond in the amount of \$100,000 covering the same items as set forth in subsection D above. A workingsecurity service dog service licensed under subsection D above need not obtain a separate handler license under this subsection.

F.E. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this section. A violation of this section may be charged as a simple misdemeanor.

G.F. Every handler or owner of a working-security service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a working-security service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Working-Security Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.

H.G. Any working-security service dog service or handler that sells or otherwise transfers ownership of any working-security service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.

I.H. Any person whose working-security service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.

J.I. A working-security service dog, properly registered as required by this section, in the custody and control of a licensed working-security service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a working-security service dog service or licensed handler.

6.04.120. Damage to property. [Ord. 93-283 § 1 (part)]

No person shall allow or permit their animal to damage, injure, or destroy any shrubbery, plants, flowers, grass, fence, or anything whatsoever upon public or private property without prior permission from the property owner or authorized person.

6.04.130. Barking dogs regulations. [Ord. 93-283 § 1 (part)]

It shall be unlawful to keep or harbor any dog which, by frequent, regular, habitual, or continued barking, yelping, or howling shall cause serious annoyance to the surrounding neighborhood. Such action is a violation of this chapter and is also hereby declared a public nuisance. The animal control officer or a Davenport police officer shall have the authority to use all reasonable means to abate such nuisance, including but not limited to requiring that the owner or custodian make bona fide efforts to quiet the dog and impoundment of the dog if the owner or custodian is absent from the premises. If the dog is impounded, the officer shall attempt to locate and notify the absent owner or custodian by any reasonable means as soon as possible.

6.04.140. Impoundment. [Amended 8-28-2024 by Ord. No. 2024-382; Ord. 2015-373: ; Ord. 2000-285 § 8; Ord. 93-283 § 1 (part)]

- A. The City may establish and maintain a municipal animal shelter or the City may contract with any nonprofit incorporated society or association which shall provide and maintain an animal shelter for the enforcement of this chapter. It shall be the duty of the persons authorized by the City to operate such animal shelter to supervise and control such facility, to cause the shelter to be kept in a sanitary condition and free from offensive odors, to provide for adequate food, water and shelter, to provide for the collection of animals, to handle the destruction or disposition of animals not redeemed, and to assist in the enforcement and operation of this chapter. The provisions of this chapter shall be enforceable by any animal control officer and by members of the Davenport Police Department.
- B. Impoundment Procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner.

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of ~~the humane society~~animal control or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

- C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.

- D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

The boarding fees for other animals shall be set by resolution of the City Council:

1. For each dog, cat, ferret or similar animal a per day fee for the animal's care, food, water and shelter.
 2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee for the animal's care, food, water and shelter.
 3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
 4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.
- E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering or cannot survive. In such cases the animal may be subjected to humane euthanasia.
- F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.
- G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses to pay such expenses shall be in violation of this chapter and subject to citation for the same.
- H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150. Enforcing provisions. [Ord. 2000-285 § 9; Ord. 93-283 § 1 (part)]

- A. ~~Humane society employees, animal~~Animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.
- B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.

- C. **Inspection Procedures.** Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.
- D. **Immediate Inspection.** Notwithstanding Section 6.04.170 subsection B., if the animal control officer or police officer has reasonable cause to believe that the keeping or the maintenance of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the officer shall have the right to immediately enter and inspect such property, and may use any reasonable means required to effect such entry and make such investigation, whether the property is occupied or unoccupied. If occupied, the officer shall first present proper identification and demand entry explaining the reasons therefor and the purpose of the inspection.

6.04.155. Notice of violation, confiscation, revocation. [Ord. 2015-118 § 6; Ord. 2006-211 § 2; Ord. 2003-210 (part); Ord. 02-573 § 5; Ord. 2000-285 § 10]

An animal control officer or police officer may send notice of violation to an animal's owner or keeper. A notice of violation initiates administrative sanction procedures for violations of this chapter, revocation of a person's privilege to license or keep animals within the City, extension of periods of revocation, confiscation of an animal by the City, or a declaration that ~~a dog is dangerous or vicious~~ an animal is dangerous. A notice of violation shall be sent by certified mail or personally served upon an animal's owner or keeper at the request of a victim of a dog attack as defined in Section 6.04.010(K). The notice of violation may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If a timely appeal is not filed the notice of violation shall be conclusively presumed to be true. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

6.04.160. Nuisances. [Ord. 2015-118 § 7; Ord. 2006-211 § 3; Ord. 2003-210 (part); Ord. 2000-285 § 11; Ord. 97-247 § 1; Ord. 93-283 § 1 (part)]

- A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous ~~or vicious~~ animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.
- B. Whenever an animal control officer or police officer determines that a nuisance exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be

served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail return receipt requested. If service is by certified mail, service shall be deemed given when mailed.

- C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If no timely appeal is filed the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.
- D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter, the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of animal control.~~the humane society.~~

6.04.165. ~~(Reserved)~~² Animal Hearing Commission

A. Purpose. The Animal Hearing Commission has the following powers:

- 1. To hear and rule on appeals related to dangerous animal determinations within the city;
- 2. To make decisions on whether an animal should be deemed dangerous under the city's animal ordinances; and
- 3. Authority to assign animal owners to training or other remediation efforts.

B. Composition. The Commission shall consist of up to eight members, appointed by the City Administrator or designee, with the approval of City Council. Appointments shall be for a period of two years. Each member shall be at least 21 years of age and shall serve without compensation. The Commission shall further consist of at least one of each of the following:

- 1. A City of Davenport representative or employee not involved in the case, including but not limited to the designated hearing officers under Chapter 2.86;
- 2. A community member with animal expertise who is not involved in providing animal protection services;
- 3. A board-certified veterinarian who works with companion animals, a veterinarian technician, a veterinarian's assistant, other veterinary professional, or animal behavior specialist.

Commission members must be available for timely case resolution and may be excused from the commission for lack of attendance. At least three members shall be present at each hearing conducted by the Commission. Any member may be recused if the member perceives a conflict of interest or personal

connection involved in any case.

Chapter 6.20

C. Hearing Procedure. Procedures for initiating an appeal of a dangerous dog declaration are the same as those outlined in Chapter 2.86. The Animal Hearing Commission as a body will serve as the administrative hearing officer for appeals related to dangerous animal determinations. The commissioners shall have all the rights, duties, and responsibilities of an administrative hearing officer under Chapter 2.86 and shall follow and adhere to all of the procedures outline in Chapter 2.86. There will be no fee for a hearing of this type. Requests for external adjudication will not be accepted for hearings related to dangerous animal determinations.

6.04.170. Penalties. [Ord. 02-573 § 6; Ord. 2002-501 § 2; Ord. 2000-285 § 12; Ord. 93-283 § 1 (part)]

A.B. A violation of any provision of this chapter shall constitute a municipal infraction and may be cited and punished accordingly.

B.C. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.

C.D. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.

D.E. The following scheduled fines are established for municipal infractions:

1. Section 6.04.020 (Licenses) \$20;
2. Section 6.04.030 (Display of tags); Section 6.04.040 (Rabies vaccination); Section 6.04.060 (At large); and Section 6.04.080 (Animal waste): (i) first offense \$30; second offense \$40; third offense \$50; fourth or subsequent offense up to \$200;
3. Section 6.04.110 ~~A or B~~ (~~Vicious~~ Dangerous dog): first offense \$250; second offense \$500; third or subsequent offense \$750.

E.F. If no scheduled fine is provided for a violation, then the fine imposed shall not exceed \$500 for a first offense and \$750 for a second or subsequent offense.

-
2. Editor's Note: Former Section 6.04.165, Animal hearing commission, previously codified herein and containing portions of Ordinance No. 2003-210 and 2003-523, was repealed in its entirety by Ordinance No. 2006-211.



Management Update

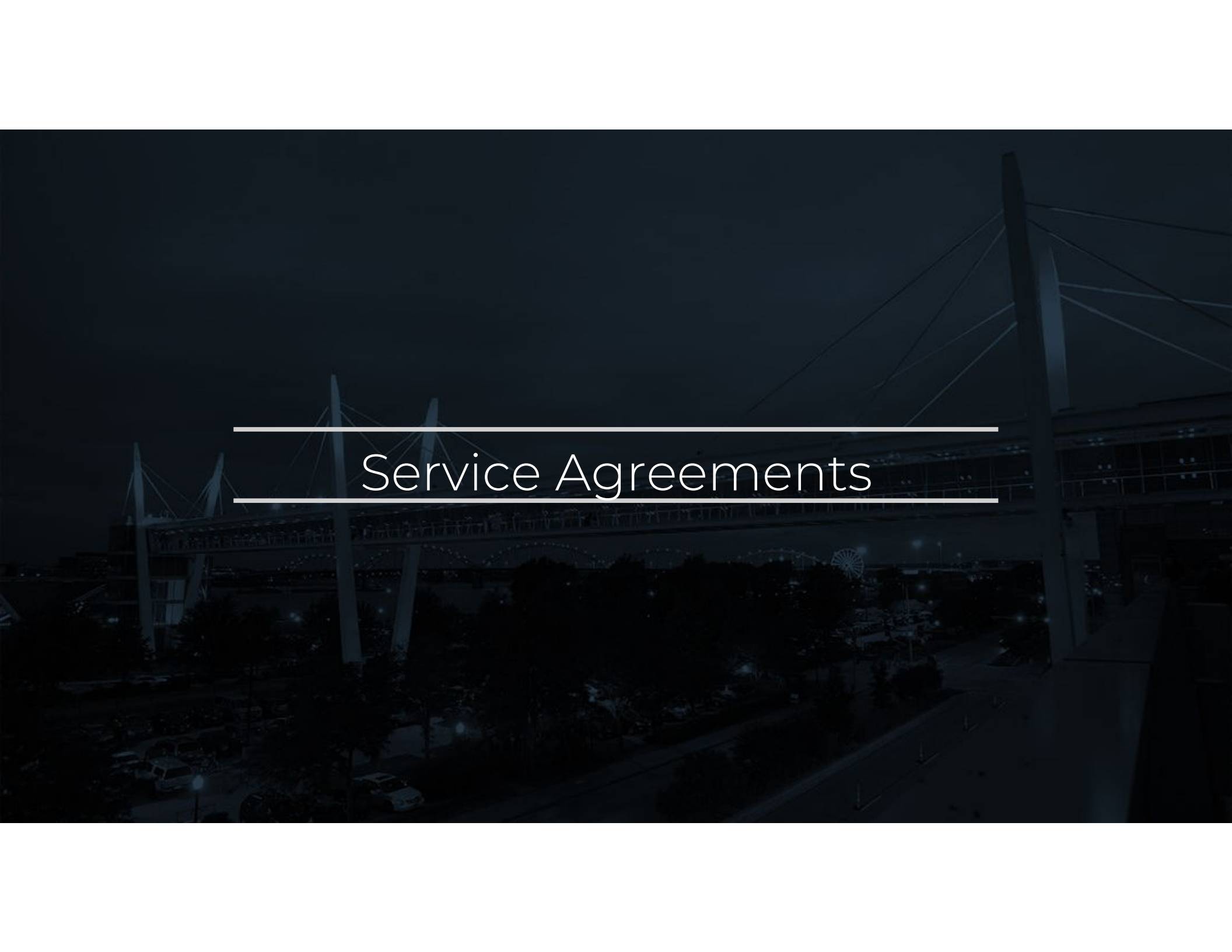
- City of Davenport and Humane Society of Scott County

February 18, 2025 | City Hall

Overview



- Service agreements summary
- Fundraising investment update
- Joint task force
- Ordinance changes
- Next steps



Service Agreements

FY 2025 Agreement



- Approved by City Council March 27, 2024
- Effective July 1, 2024 – June 30, 2025
- \$800,000 for animal control services, plus vehicle, fuel, and radio expenses
- Key changes:
 - Fundraising investment (\$50,000)
 - Joint task force



FY 2026 Agreement



- On current agenda
- Effective July 1, 2025 – June 30, 2026
- \$800,000 for animal control services, plus vehicle and fuel expenses
- Allows more time to evaluate financial impacts of code changes and licensing efforts





Fundraising Investment

Fundraising Update



- April 2024 | RFP for a fundraising consultant
- May 2024 | Three proposals received and evaluated by HSSC and City staff
- June 2024 | Awarded to top scoring vendor
- August 2024 | Signed agreement with Convergent Nonprofit Solutions
- September 2024 | Development Audit
- January 2025 | Fundraising Study

Fundraising Update



- The development audit assessed HSSC's capacity to launch and sustain a large-scale fundraising initiative by identifying strengths, areas for improvement, and growth opportunities.
- Fundraising study interviews concluded on February 7th.
- A final vendor report is expected March 18th.



Joint Taskforce

Representation



- Member of HSSC Board of Directors
- HSSC Staff
- City Council
 - Alderwoman Burkholder
- City of Davenport Staff
- Consulting with:
 - City of Bettendorf
 - Scott County
 - Local veterinarians
 - Humane Society of the United States

Progress To Date



- Purpose | To evaluate necessary ordinance updates or programmatic changes and propose solutions for long-term financial viability
- Changes passed in September 2024:
 - Reduced the impoundment period
 - Required microchips for impounded animals
 - Increased claim fees
 - Expanded license sales options to vet offices and online



Ordinance Changes

Recommendations



- Proposed changes continue to seek financial sustainability and to improve animal welfare for companion animals in the community:
 - Update dangerous animal definition
 - Establish an Animal Hearing Commission
 - Update definitions for mistreatment of animals

Dangerous Animal



- Current:
 - Dangerous animals are allowed in the city but not well defined
- Proposed change:
 - Clarify the criteria for dangerous animals
 - Require rehoming outside of the city or humane euthanasia
- Justification:
 - Clearer definition of dangerous animal
 - Public safety
 - APS resources to enforce and monitor compliance
 - Similar to Des Moines and Iowa City codes

Dangerous Animal

- Proposed definition includes an animal that has:
 - Killed a human being
 - Caused a serious injury as defined by Iowa Code
 - Killed another domestic animal
 - Attacked, injured, or bitten twice in a 48-month period
 - Been determined as dangerous by another jurisdiction

Hearing Commission



- Current:
 - Does not exist
- Proposed changes:
 - Establish a five member panel to rule on appeals to dangerous animal determinations
- Justification:
 - With the proposed changes for dangerous animals, the decision to deem becomes more consequential
 - Similar codes in Eldridge, Burlington, and Fort Dodge

Hearing Commission

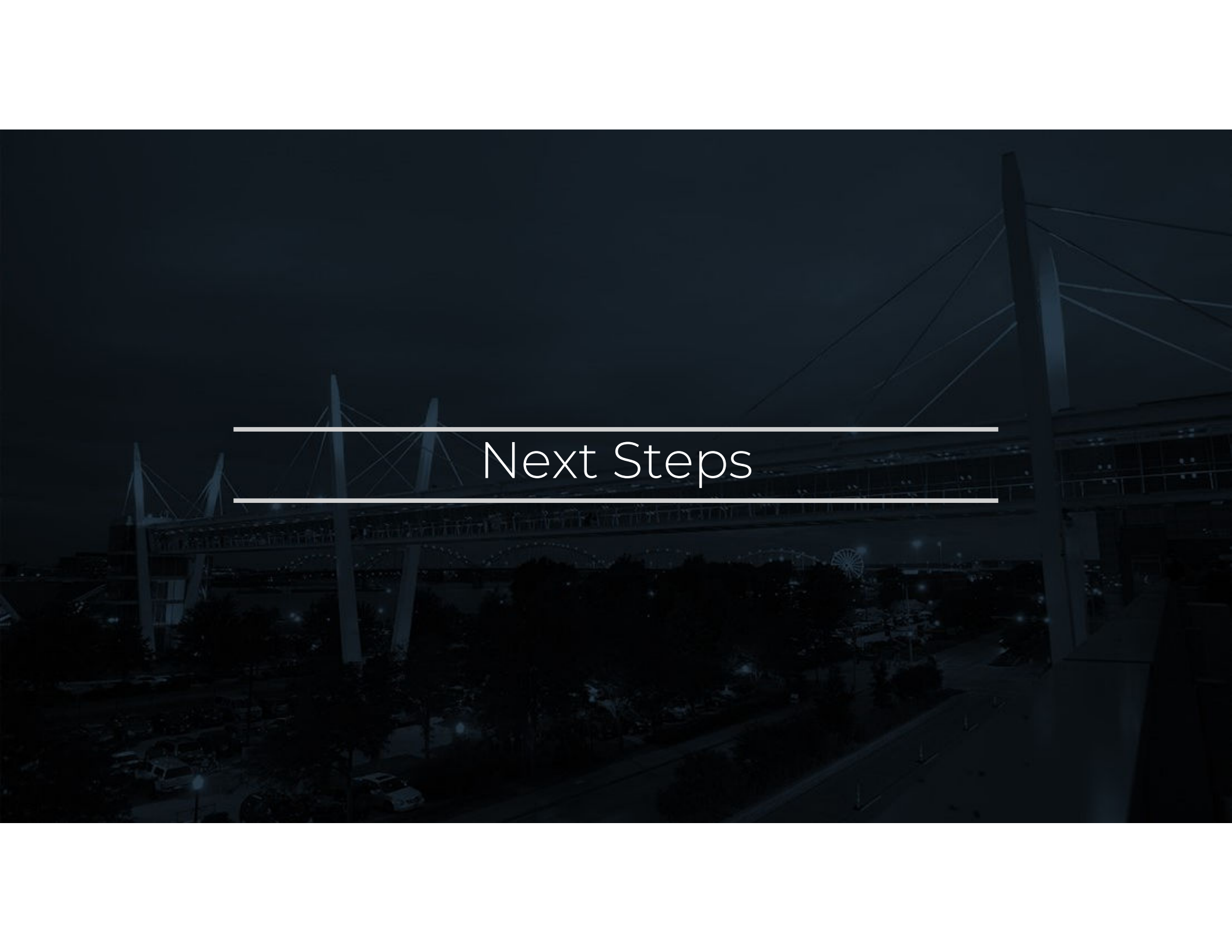


- Composed of City representatives and community members with veterinary or animal behavior expertise
- Hear and rule on appeals related to dangerous animal determinations by APS

Mistreatment



- Current:
 - Is more limited and general than other Iowa communities
- Proposed changes:
 - Expanded definition to include animal fighting, abandoning, and other mistreatments
- Justification:
 - Improved alignment with State code
 - Clearer definitions for enforcement
 - Similar code in Cedar Rapids



Next Steps

Next Steps



- Proposed changes have gone through City legal review.
- These ordinance changes expected on the agenda this spring.
- Consideration of additional code or programmatic changes.
 - TBD | Management Update on TNR and Community Cats
 - TBD | Public informational meeting on TNR and Community Cats

Thank you



City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution approving Case F24-01 being the request of Klingner & Associates on behalf of LNL LLC for a final plat of Golf Course Heights Addition, a 1-lot subdivision on 3.15 acres located at 2718 Wisconsin Avenue. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the final plat is to separate the existing residential dwelling along Wisconsin Avenue from the farm field to the west. The barn and agricultural buildings were removed from the property in 2019.

Plan and Zoning Commission Recommendation

The Plan & Zoning Commission reviewed Case F24-01 at its February 6, 2024 meeting and recommended approval subject to the following findings and conditions:

Findings

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

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.

Comprehensive Plan

The property is located outside the limits of the 2035 Urban Service Boundary, which is delineated along the eastside of Wisconsin Avenue.

Future Land Use Designation

Agricultural Reserve (AR): Areas located outside the Urban Service Area and unlikely to develop in the foreseeable future. Uses should be limited to agriculture and open space, with only limited residential development needing minimal urban services.

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 split zoned between **R-1 Single-Family Residential District** (abutting Wisconsin Avenue) and **AG Agricultural District**. R-1 Single-Family Residential District: This district is intended to accommodate the lowest-density single-family neighborhoods within the City of Davenport, exhibiting a predominantly semi-suburban development pattern of large lots and generous yards. AG Agricultural District: This district is intended to address existing agricultural land uses. The standards of the AG District promote the continuation of farming, and protect agricultural land uses from encroachment of incompatible developments.

Technical Review

1. Zoning: The parcel is split zoned between R-1 Single-Family Residential District and AG Agricultural District. The existing dwelling and detached garage are appropriately sited on the residentially zoned portion of the property. The lot exceeds the R-1 District minimum lot area requirement of 20,000 square feet and minimum lot width requirement of 100 feet. The remnant farm parcel will maintain right-of-way frontage on Wisconsin Avenue to the north and south of Lot 1.
2. Streets: The final plat dedicates 7 feet of right-of-way along the length of the east property line. This will establish a consistent boundary with the abutting properties to the north and south. Following dedication, Wisconsin Avenue will be a uniform 73 feet along this block face.
3. Storm Water: Stormwater detention and water quality treatment will not be impacted.
4. Sanitary Sewer: The existing home is not served by city sanitary sewer. The nearest connection is located on Emeis View Court.
5. Other Utilities: Normal utility services are available at this site.
6. Parks/Open Space: There are no impacts to parks/open space

Public Input

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Application

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F24-01 being the request of Klingner & Associates on behalf of LNL LLC for a final plat of Golf Course Heights Addition, a 1-lot subdivision on 3.15 acres located at 2718 Wisconsin Avenue.

WHEREAS, the Plan & Zoning Commission reviewed Case F24-01 at the February 6, 2024 regularly scheduled meeting with a recommendation for approval subject to the following conditions:

1. The surveyor signs the plat;
2. The utility providers sign the plat when their easement needs have been met; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the final plat of Golf Course Heights Addition, an addition to the City of Davenport, Scott County, Iowa as filed with the City Clerk, by LNL LLC, be and the same is hereby approved and accepted; and the dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City; and

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

Passed and approved this 23rd day of April, 2025.

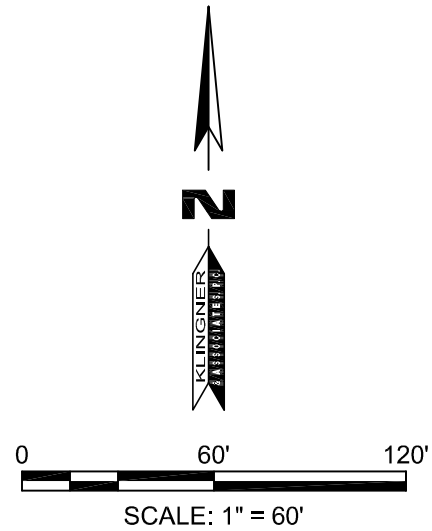
Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Description: Part Northeast Quarter Section 19, Township 78 North,
Range 3 East
Requestor: LNL LLC.
Proprietor: LNL LLC.
Surveyor: Luke D. Miller
Survey Company: Klingner & Associates, P.C.
Return To: Klingner & Associates, P.C.
4111 East 60th Street, Davenport, Iowa 52807
lmiller@klingner.com (563) 359-1348



PLAN & ZONE COMMISSION

BY _____
DATE _____

CITY OF DAVENPORT, IOWA

BY _____
ATTEST _____
DATE _____

METRONET

BY _____
DATE _____

CENTURYLINK

BY _____
DATE _____

MEDIACOM

BY _____
DATE _____

IOWA—AMERICAN WATER CO.

BY _____
DATE _____

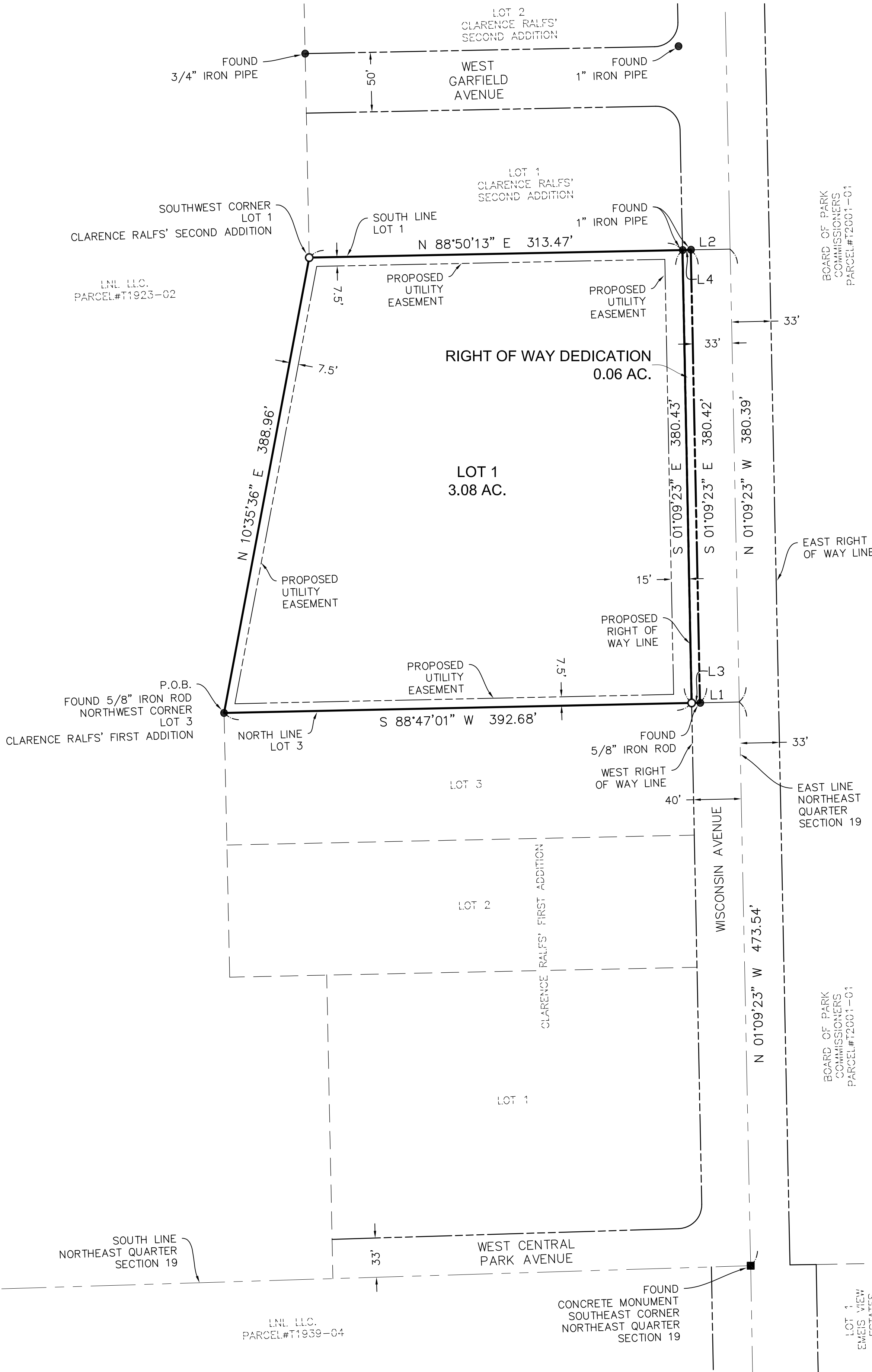
MIDAMERICAN ENERGY COMPANY

BY _____
DATE _____
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY
MIDAMERICAN ENERGY COMPANY

LNL LLC.
PARCEL#T1923-04

LNL LLC.
PARCEL#T1939-05

FINAL PLAT OF
GOLF COURSE HEIGHTS ADDITION
BEING PART OF THE NORTHEAST QUARTER OF SECTION 19,
TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH P.M.,
CITY OF DAVENPORT, SCOTT COUNTY, IOWA



TOTAL AREA= 3.14 AC.
RIGHT OF WAY= 0.06 AC.
LOT 1= 3.08 AC.

OWNER/DEVELOPER:
LNL, LLC.
15175 240TH STREET
ELDRIDGE, IA 52748

SURVEYOR/ENGINEER:
LUKE D. MILLER
KLINGNER & ASSOCIATES PC
4111 EAST 60TH STREET
DAVENPORT, IA 52807

ATTORNEY:
DAVID J. FRANKS, P.C.
3345 UTICA RIDGE ROAD
BETTENDORF, IA 52722

Line Table		
Line #	Direction	Length
L1	S88°47'01"W	33.00'
L2	S88°50'13"W	33.00'
L3	S88°47'01"W	7.00'
L4	N88°50'13"E	7.00'

LEGAL DESCRIPTION:

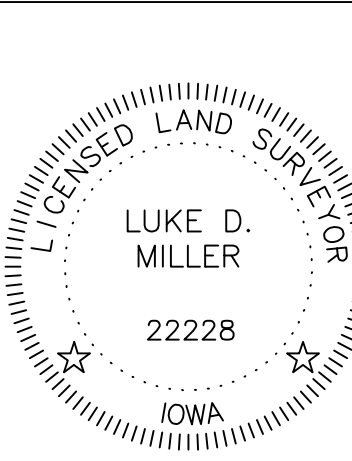
PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH P.M., CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, CLARENCE RALFS' FIRST ADDITION; THENCE, NORTH 10 DEGREES 35 MINUTES 36 SECONDS EAST, TO THE SOUTHWEST CORNER OF LOT 1, CLARENCE RALFS' SECOND ADDITION, A DISTANCE OF 388.96 FEET; THENCE, ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 88 DEGREES 50 MINUTES 13 SECONDS EAST, TO THE WEST RIGHT OF WAY LINE OF WISCONSIN AVENUE, A DISTANCE OF 320.47 FEET; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01 DEGREES 09 MINUTES 23 SECONDS EAST, TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF WISCONSIN AVENUE AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 3, CLARENCE RALFS' FIRST ADDITION, A DISTANCE OF 380.42 FEET; THENCE, ALONG THE NORTH LINE OF SAID LOT 3, SOUTH 88 DEGREES 47 MINUTES 01 SECONDS WEST, A DISTANCE OF 399.68 FEET, TO THE POINT OF BEGINNING, CONTAINING 3.15 ACRES, MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION THE NORTH LINE OF LOT 3, CLARENCE RALFS' FIRST ADDITION HAS A BEARING OF SOUTH 88 DEGREES 47 MINUTES 01 SECONDS WEST.

CURRENT ZONING=S-AG & R-1

LEGEND
○ SET 5/8" IRON ROD WITH ORANGE PLASTIC CAP#22228
● FOUND MONUMENT AS NOTED
--- SURVEY BOUNDARY LINE
--- EXISTING LOT LINES
--- PROPOSED EASEMENT LINES
--- BUILDING SETBACK LINES
--- EXISTING RIGHT OF WAY LINE
--- SECTION LINE
123.45 MEASURED DISTANCE
(123.45) RECORDED DISTANCE



BEARINGS BASED ON THE IOWA STATE PLANE COORDINATE SOUTH ZONE, NAD 83 (2011) EPOCH 2010.00

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
DRAFT
Signature: _____ Luke D. Miller
Date _____ Reg. No. 22228
My license renewal date is December 31, 2025.
Pages or sheets covered by this seal:
THIS SHEET ONLY.

PRELIMINARY
NOT FOR
CONSTRUCTION

KLINGNER
& ASSOCIATES, P.C.

Engineers • Architects • Surveyors
www.klingner.com
Davenport, Iowa
4111 East 60th Street
563.359.1348

© 2023 KLINGNER & ASSOCIATES P.C.
This document shall not be used for any purpose or project for which it is not intended. Klingner & Associates P.C. and their Office shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses and expenses, including attorneys fees and costs arising out of such release or reuse of this document. In addition, unauthorized reproduction of this document in part or as a whole, is prohibited.

REVISION HISTORY

NO.	DESCRIPTION	DATE	APPR.
-----	-------------	------	-------

ISSUED FOR XXXXX/2023

PROJECT STATUS

PRELIMINARY
NOT FOR
CONSTRUCTION

FINAL PLAT

LNL, LLC.
15175 240TH STREET
ELDRIDGE, IA 52748

Non-Reduced Sheet Size: 24" x 36"
Full sized plans have been prepared using standard scales. Reduced size plans may not conform to standard scales.

DESIGNED	DRAWN
JLR	JLR
FIELD	FIELD BOOK
DAMUBG	
CHECKED	CHECK DATE
LDM	

FINAL PLAT

PROJECT NO.

23-6088

12-26-2023

SHEET

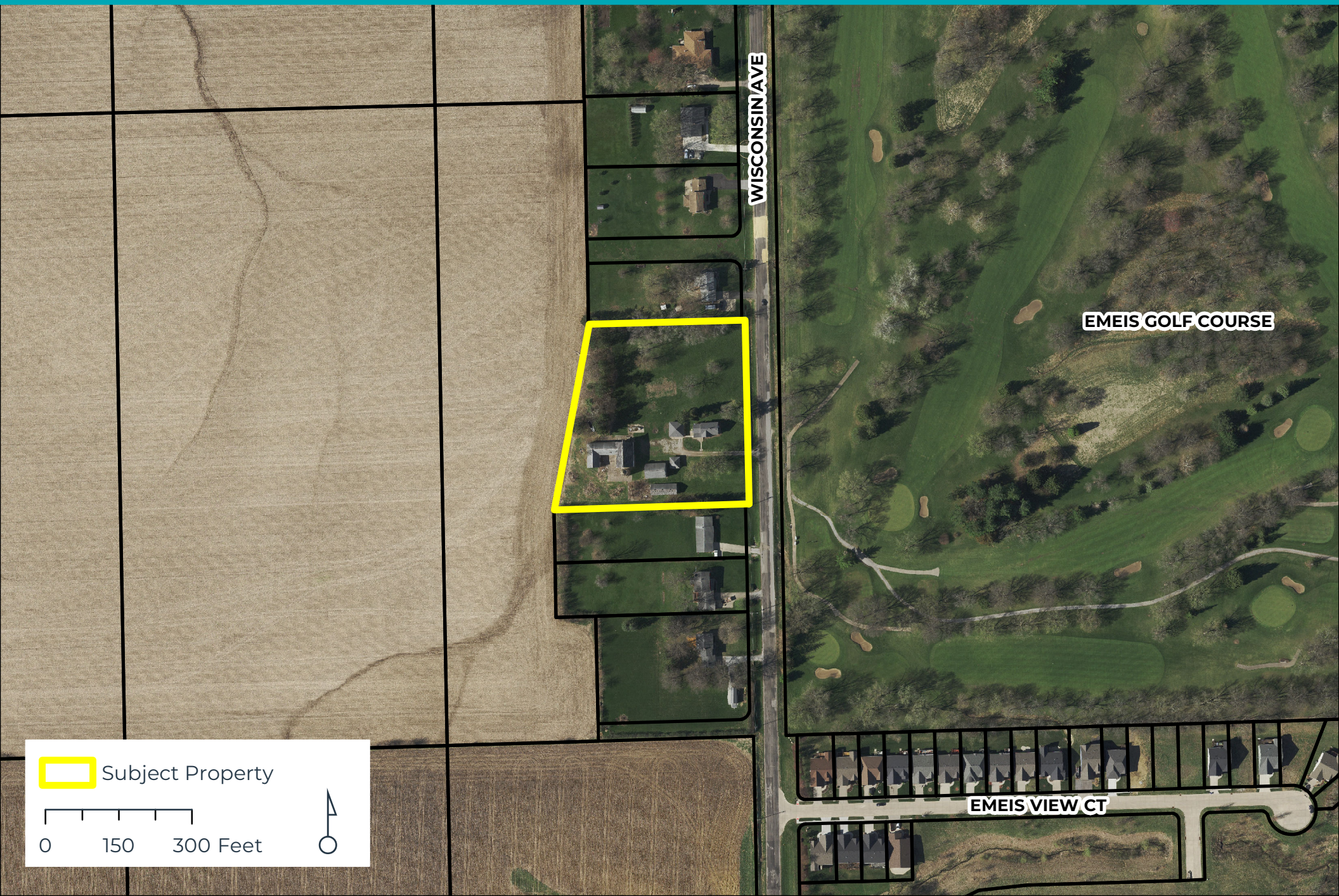
1 OF 1



THE CITY OF
DAVENPORT
IOWA | USA

Vicinity Map | Case F24-01

Request of Klinger & Associates, P.C., on behalf of LNL LLC, for a Final Plat of Golf Course Heights Addition. The 1-lot subdivision is located at 2718 Wisconsin Avenue on 3.15 acres. [Ward 1]



Subject Property

0 150 300 Feet





Zoning Map | Case F24-01

Request of Klinger & Associates, P.C., on behalf of LNL LLC, for a Final Plat of Golf Course Heights Addition. The 1-lot subdivision is located at 2718 Wisconsin Avenue on 3.15 acres. [Ward 1]



Subject Property

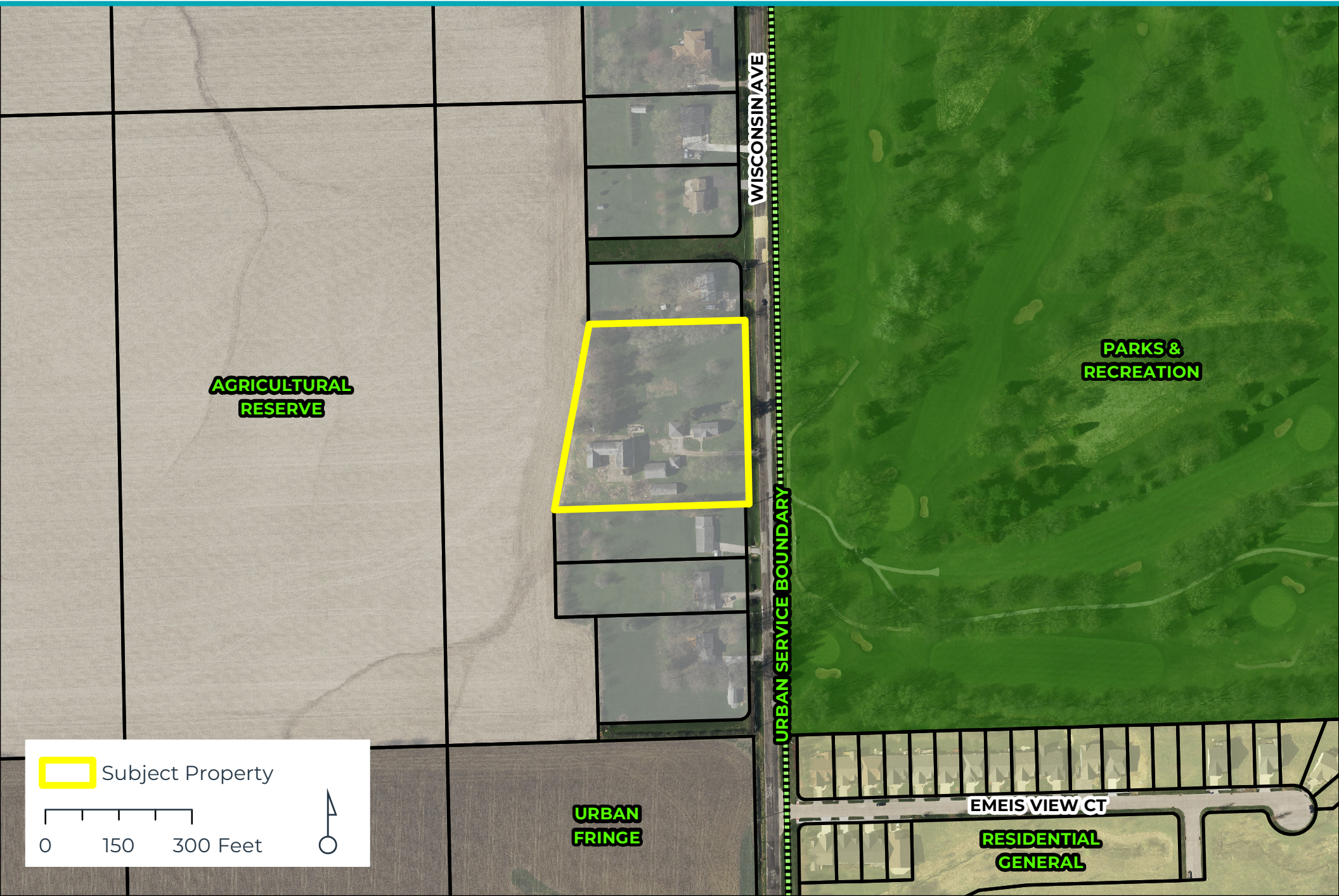
0 150 300 Feet





Future Land Use Map | Case F24-01

Request of Klinger & Associates, P.C., on behalf of LNL LLC, for a Final Plat of Golf Course Heights Addition. The 1-lot subdivision is located at 2718 Wisconsin Avenue on 3.15 acres. [Ward 1]



Subject Property

0 150 300 Feet





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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
(LAND DIVISION)

APPLICANT INFORMATION

Applicant Name

Klingner & Associates, P.C.

Address

4111 East 60th Street

City | State | Zip

Davenport, IA 52807

Phone

(563) 359-1348

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.

Luke Miller

Print Applicant's Name


Digitally signed by Luke D Miller
DN: C=US, E=lmiller@klingner.com, O=Klingner &
Associates, OU=Davenport, CN=Luke D Miller
Reason: I am approving this document
Date: 2023.10.25 07:27:11-0500

Applicant's Signature

10/25/2023

Date

SUBDIVISION NAME

Golf Course Heights Addition

LOCATION DESCRIPTION

BEING PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 3 EAST OF

SUBMITTED

NUMBER OF LOTS BY USE TYPE

1

ACRES

3.15

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

Luke Miller

Address

4111 East 60th St., Davenport, IA 52807

Phone

(563) 359-1348

Secondary Phone

E-Mail Address

Owner

LNL LLC

Address

15175 240th St., Eldridge, IA 52748

Phone

Secondary Phone

E-Mail Address

Engineer

Address

Phone

Secondary Phone

E-Mail Address

Attorney

David Franks Law

Address

David Franks Law

Phone

(563) 359-4351

Secondary Phone

E-Mail Address

Authorization to Act as Applicant

I/We, LNL, LLC

[as property owner(s)]

authorize Luke Miller

[the above person(s)]

to act as applicant, representing me/us before the following board: Plan & Zoning Commission *

for the property located at 2718 Wisconsin Ave., Davenport, IA 52806

David Meier

Signature(s)*

*Please note: original signature(s) are required signed in front of a Notary.

Notarization: _____

12/26/23
Date

State of Iowa,

County of Scott,

Sworn and subscribed before me

this 26th day of December, 2023

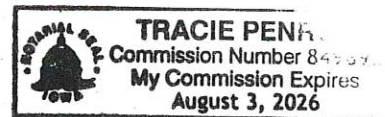
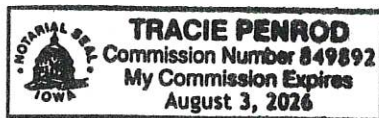
IA DL

[identification type]

Tracie Penrod

Notary Public

My Commission Expires: August 3, 2026



* Application Form by Board Type

Plan and Zoning Commission

Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation

Zoning Board of Adjustment

Special Use
Hardship Variance
Zoning Appeal
Nonconforming Use Exception

Design Review Board

Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of
East Davenport

Historic Preservation Commission

Certificate of Appropriateness
Landmark Nomination
Demolition Request

City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution approving Case F24-02 being the request of Klingner & Associates on behalf of LNL LLC for a final plat of Locust View Addition, a 1-lot subdivision on 2.6 acres located at 5328 West Locust Street. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the final plat is to separate the existing residential dwelling along West Locust Street from the surrounding farm field. The barn and agricultural buildings were removed from the property in 2020.

Plan and Zoning Commission Recommendation

The Plan and Zoning Commission reviewed Case F24-02 at the February 6, 2024 meeting and recommend approval subject to the listed findings and conditions:

Findings

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

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.

Comprehensive Plan

The property is located outside the limits of the 2035 Urban Service Boundary, which is delineated along the eastside of Wisconsin Avenue and southside of Locust Street.

Future Land Use Designation

The subject property is designated at Urban Fringe with a Commercial Node at the intersection of Wisconsin Avenue and Locust Street. The Urban Fringe category is areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time. Commercial Nodes are clusters of generally more intense uses found either along existing Urban Corridors

or along or at the intersection of major streets in newly developed areas. These areas may contain commercial uses somewhat more intense than uses found elsewhere on Urban Corridors, as well as higher-density residential uses and office and service businesses. CN should serve a population of about 5000 people within 1/2 mile. Ideally, the areas should be architecturally integrated, and designed to serve all modes of transportation. Pedestrian connections to the neighborhoods they serve are important. Therefore, master planning and customized zoning provisions for new CN areas should occur before development or redevelopment occurs.

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 zoned AG Agricultural District. This district is intended to address existing agricultural land uses. The standards of the AG District promote the continuation of farming, and protect agricultural land uses from encroachment of incompatible developments.

Technical Review

1. Zoning: The parcel is zoned AG Agricultural District, which requires lot sizes of 1 acre for agricultural uses and a minimum lot size of 38 acres for all other uses. If subdivided as shown, Lot 1 will contain more area of row crops than residential dwelling. The remnant farm parcel will maintain right-of-way frontage on Locust Street.
2. Streets: The final plat dedicates 15 feet of right-of-way along the length of the south property line. The City anticipates a future widening of Locust Street from Wisconsin Avenue to Interstate-280. The additional right-of-way will help facilitate any future road expansion.
3. Storm Water: Stormwater detention and water quality treatment will not be impacted.
4. Sanitary Sewer: The existing home is not served by city sanitary sewer. The nearest connection is located on Baraboo Court.
5. Other Utilities: Normal utility services are available at this site.
6. Parks/Open Space: There are no impacts to parks/open space

Public Input

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Application

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F24-02 being the request of Klingner & Associates on behalf of LNL LLC for a final plat of Locust View Addition, a 1-lot subdivision on 2.6 acres located at 5328 West Locust Street.

WHEREAS, the Plan & Zoning Commission reviewed Case F24-02 at the February 6, 2024 regularly scheduled meeting with a recommendation for approval subject to the following conditions:

1. The surveyor signs the plat;
2. The utility providers sign the plat when their easement needs have been met; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the final plat of Locust View Addition, an addition to the City of Davenport, Scott County, Iowa as filed with the City Clerk, by LNL LLC, be and the same is hereby approved and accepted; and the dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City; and

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

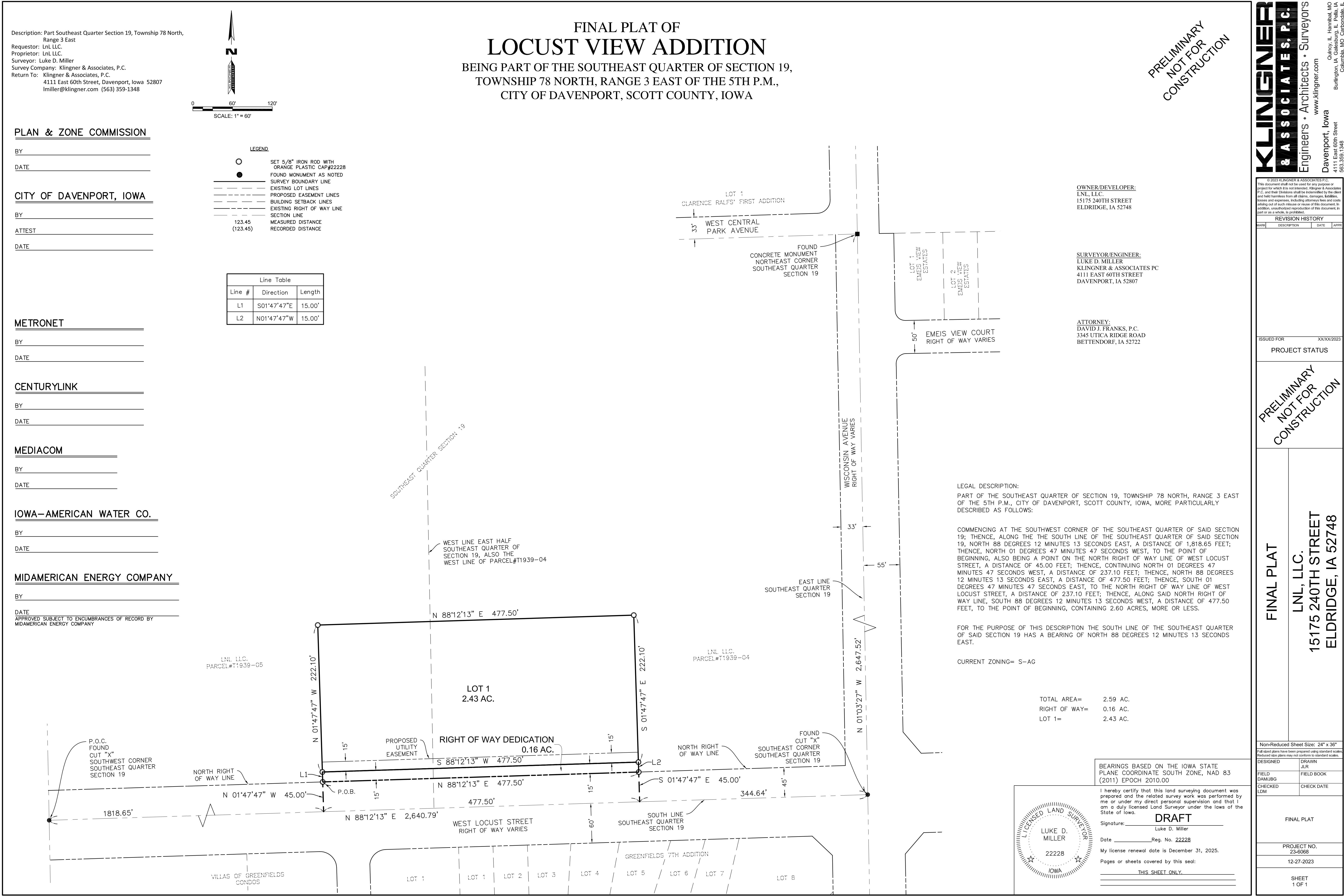
Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

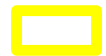
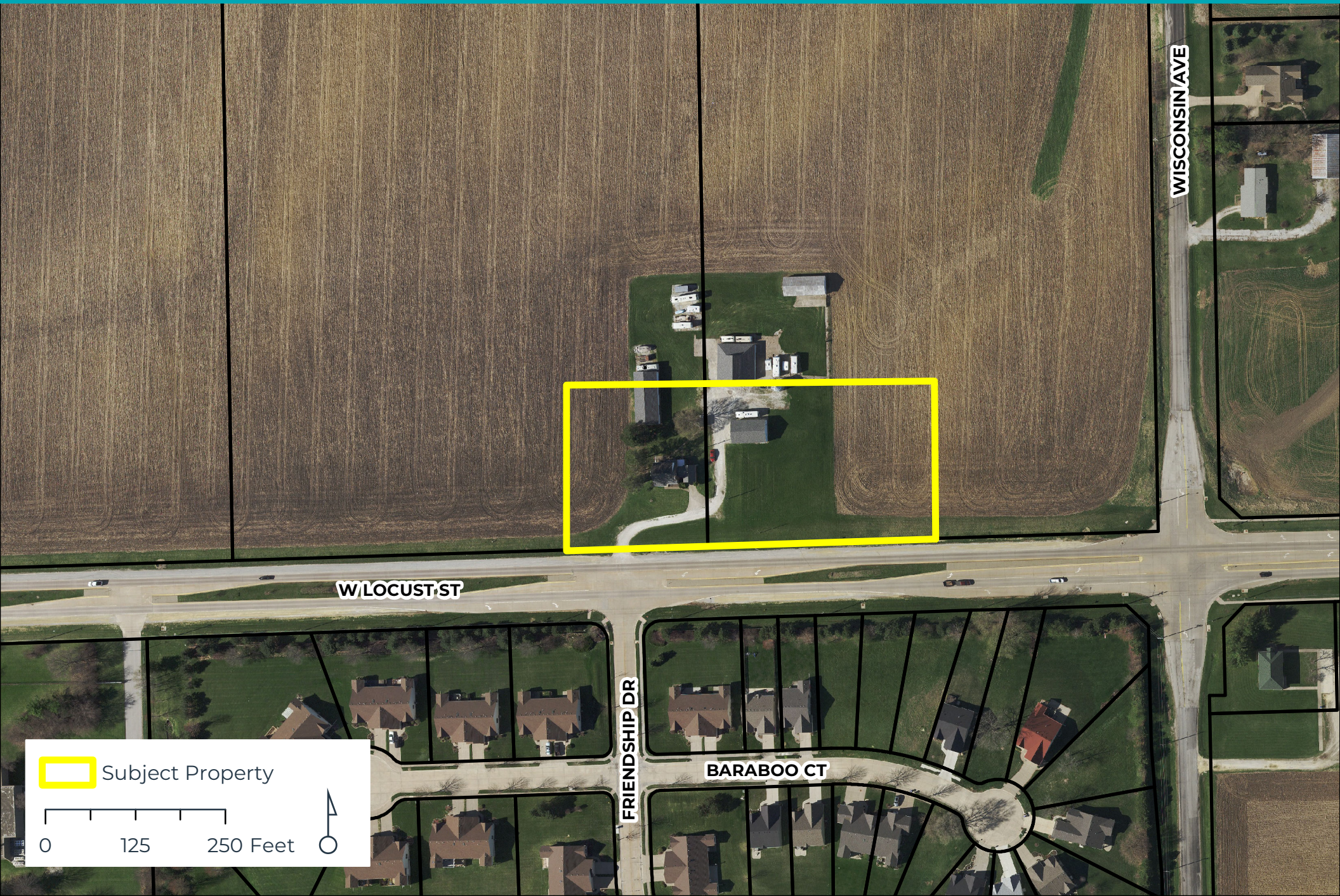




THE CITY OF
DAVENPORT
IOWA | USA

Vicinity Map | Case F24-02

Request of Klinger & Associates, P.C., on behalf of LNL LLC, for a Final Plat of Locust View Addition. The 1-lot subdivision is located at 5328 West Locust Street on 2.6 acres. [Ward 1]



Subject Property

0 125 250 Feet

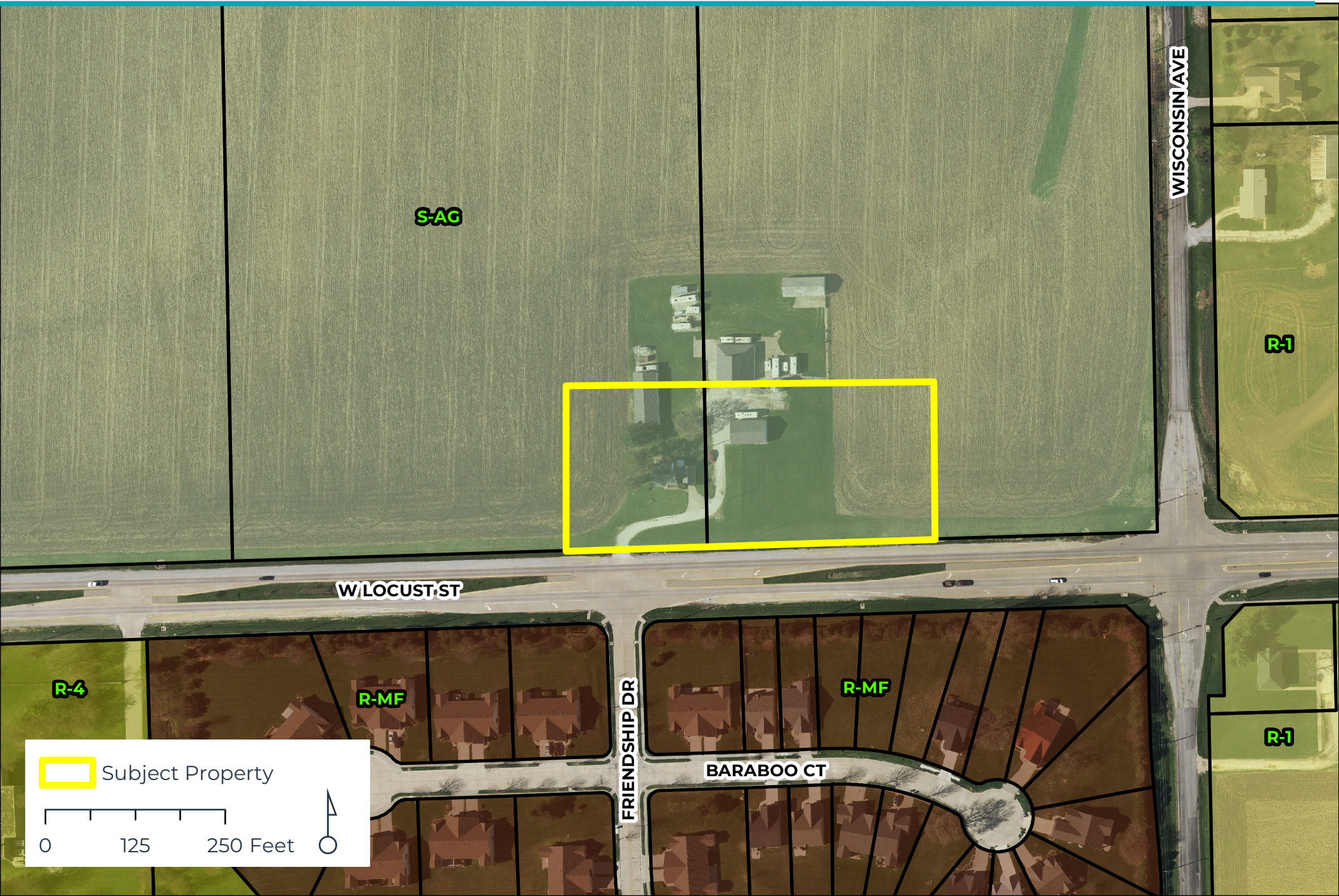




THE CITY OF
DAVENPORT
IOWA | USA

Zoning Map | Case F24-02

Request of Klinger & Associates, P.C., on behalf of LNL LLC, for a Final Plat of Locust View Addition. The 1-lot subdivision is located at 5328 West Locust Street on 2.6 acres. [Ward 1]

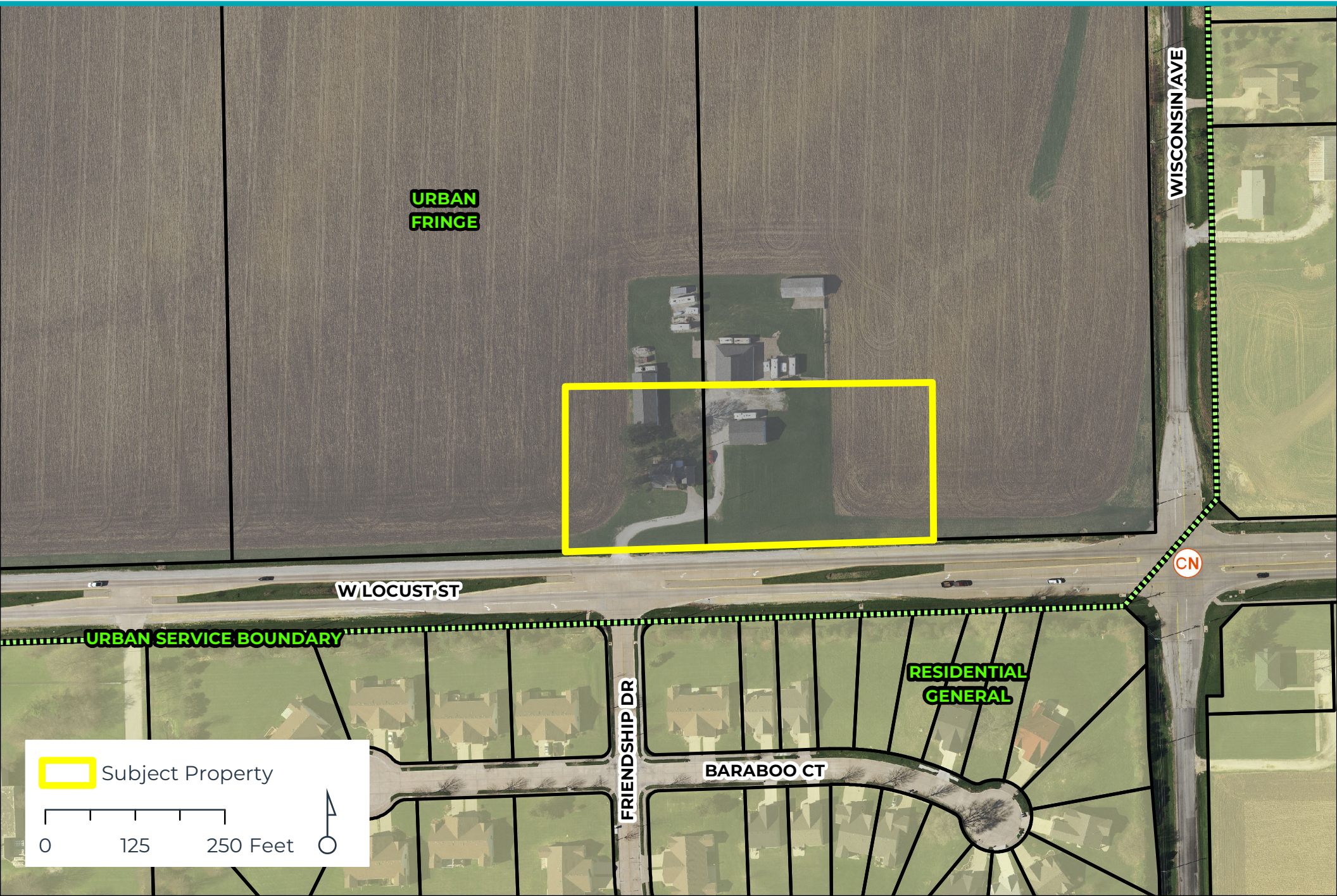




THE CITY OF
DAVENPORT
IOWA | USA

Future Land Use Map | Case F24-02

Request of Klinger & Associates, P.C., on behalf of LNL LLC, for a Final Plat of Locust View Addition. The 1-lot subdivision is located at 5328 West Locust Street on 2.6 acres. [Ward 1]





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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
(LAND DIVISION)

APPLICANT INFORMATION

Applicant Name

Klingner & Associates, P.C.

Address

4111 East 60th Street

City | State | Zip

Davenport, IA 52807

Phone

(563) 359-1348

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.

Luke Miller

Print Applicant's Name


Digitally signed by Luke D Miller
DN: C=US, E=lmiller@klingner.com, O=Klingner &
Associates, OU=Davenport, CN=Luke D Miller
Reason: I am approving this document
Date: 2023.10.25 07:27:11-05'00'

Applicant's Signature

12/05/2023

Date

SUBDIVISION NAME

Locust View Addition

LOCATION DESCRIPTION

BEING PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 3 EAST OF

SUBMITTED

NUMBER OF LOTS BY USE TYPE

1

ACRES

2.60

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

Luke Miller

Address

4111 East 60th St., Davenport, IA 52807

Phone

(563) 359-1348

Secondary Phone

E-Mail Address

Engineer

Address

Phone

Secondary Phone

E-Mail Address

Owner

LNL LLC

Address

15175 240th St., Eldridge, IA 52748

Phone

Secondary Phone

E-Mail Address

Attorney

David Franks Law

Address

David Franks Law

Phone

(563) 359-4351

Secondary Phone

E-Mail Address

Authorization to Act as Applicant

I/We, LNL, LLC

[as property owner(s)]

authorize Luke Miller

[the above person(s)]

to act as applicant, representing me/us before the following board: Plan & Zoning Commission *

for the property located at 5328 W Locust St., Davenport, IA 52806

David Miller

Signature(s)*

*Please note: original signature(s) are required signed in front of a Notary.

Notarization: _____

12/26/23
Date

State of Iowa,

County of Scott,

Sworn and subscribed before me

this 26th day of December 2023

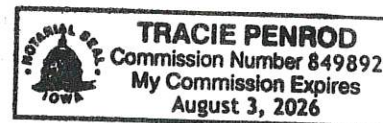
IA DL

[identification type]

Tracie Penrod

Notary Public

My Commission Expires: August 3, 2026



* Application Form by Board Type

Plan and Zoning Commission

Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation

Zoning Board of Adjustment

Special Use
Hardship Variance
Zoning Appeal
Nonconforming Use Exception

Design Review Board

Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of
East Davenport

Historic Preservation Commission

Certificate of Appropriateness
Landmark Nomination
Demolition Request

City of Davenport

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

Action / Date
4/23/2025

Subject:

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

Quad Cities Bicycle Club; Quad Cities Criterium; Village of East Davenport; 5:00 a.m. - 9:00 p.m. Monday, May 26, 2025; **Closures:** Mound Street from East 11th Street to East 12th Street; East 12th Street/Fulton Avenue from Mound Street to Glenwood Avenue; Glenwood Avenue from Fulton Avenue to Hillcrest Avenue; Hillcrest Avenue from Glenwood Avenue to River Street; East 11th Street from Mound Street to River Street. [Ward 5]

Common Chord; Block Party; 129 Main Street; 8:00 a.m. - 11:30 p.m. Friday, June 6, 2025; **Closure:** West 2nd Street from Main Street to Brady Street. [Ward 3]

Cornbelt Running Club; Quad-City Times Bix 7 and Prairie Farms Quick Bix; Saturday, July 26, 2025 4:00 a.m. – 1:00 p.m. (unless otherwise noted); **Closures:** Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard from Brady Street to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Kirkwood Boulevard to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive; East 4th St from Main Street to River Drive (East 4th Street from Pershing Avenue to River Drive closed beginning at 1:00 p.m. Friday, July 25); East 3rd Street from Main Street to River Drive (East 3rd Street from Iowa Street to River Drive closed beginning at 1:00 p.m. on Friday, July 25 to set up finish line); East 2nd Street from Main Street to Perry Street; East 15th Street from Brady Street to Perry Street; Perry Street from East 4th Street to East 15th Street; LeClaire Street from East 2nd Street to East 4th Street (beginning at 11:00 a.m. on Friday, July 25); Iowa Street from East 3rd Street to East 4th Street (beginning at 1:00 p.m. Friday, July 25); River Street from McClellan Boulevard to Hillcrest Avenue. [Wards 3 & 5]

Recommendation:

Adopt the Resolution.

Background:

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

Common Chord Block Party | Access will be maintained to the CBI Bank & Trust drive-thru during business hours.

Attachments:

1. Resolution
2. Quad Cities Criterium Map
3. Common Chord Block Party Map
4. Common Chord Block Party Closure Petition

5. Bix Course Map
6. Quick Bix Information
7. Bix 7 Information

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

*Quad Cities Bicycle Club; Quad Cities Criterium; Village of East Davenport; 5:00 a.m. - 9:00 p.m. Monday, May 26, 2025; **Closures:** Mound Street from East 11th Street to East 12th Street; East 12th Street/Fulton Avenue from Mound Street to Glenwood Avenue; Glenwood Avenue from Fulton Avenue to Hillcrest Avenue; Hillcrest Avenue from Glenwood Avenue to River Street; East 11th Street from Mound Street to River Street. [Ward 5]*

*Common Chord; Block Party; 129 Main Street; 8:00 a.m. - 11:30 p.m. Friday, June 6, 2025; **Closure:** West 2nd Street from Main Street to Brady Street. [Ward 3]*

*Cornbelt Running Club; Quad-City Times Bix 7 and Prairie Farms Quick Bix; Saturday, July 26, 2025 4:00 a.m. – 1:00 p.m. (unless otherwise noted); **Closures:** Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard from Brady Street to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Kirkwood Boulevard to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive; East 4th St from Main Street to River Drive (East 4th Street from Pershing Avenue to River Drive closed beginning at 1:00 p.m. Friday, July 25); East 3rd Street from Main Street to River Drive (East 3rd Street from Iowa Street to River Drive closed beginning at 1:00 p.m. on Friday, July 25 to set up finish line); East 2nd Street from Main Street to Perry Street; East 15th Street from Brady Street to Perry Street; Perry Street from East 4th Street to East 15th Street; LeClaire Street from East 2nd Street to East 4th Street (beginning at 11:00 a.m. on Friday, July 25); Iowa Street from East 3rd Street to East 4th Street (beginning at 1:00 p.m. Friday, July 25); River Street from McClellan Boulevard to Hillcrest Avenue. [Wards 3 & 5]*

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above street, lane, or public ground closure requests are hereby approved, and staff is directed to proceed with the closures.

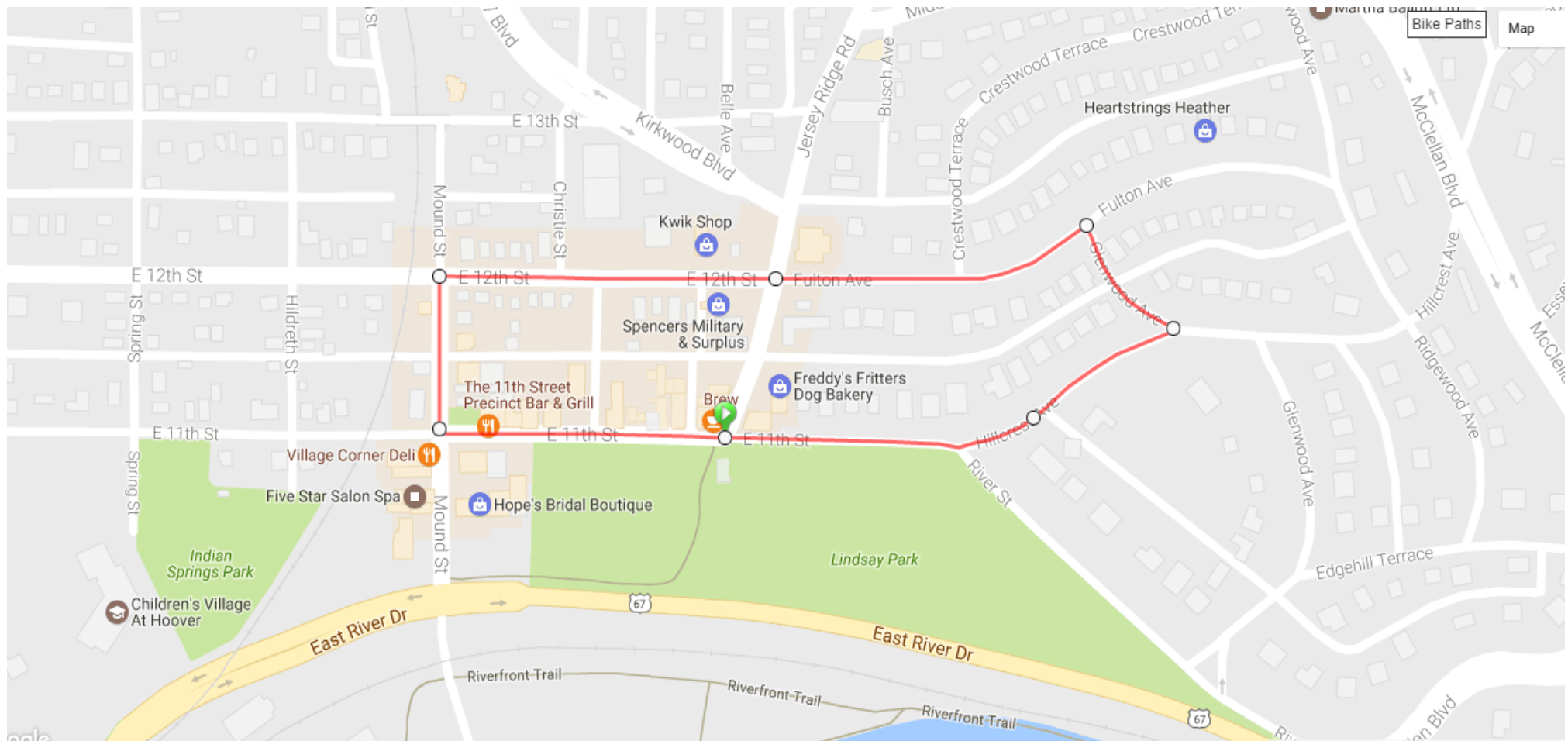
Passed and approved this 23rd day of April, 2025.

Approved:

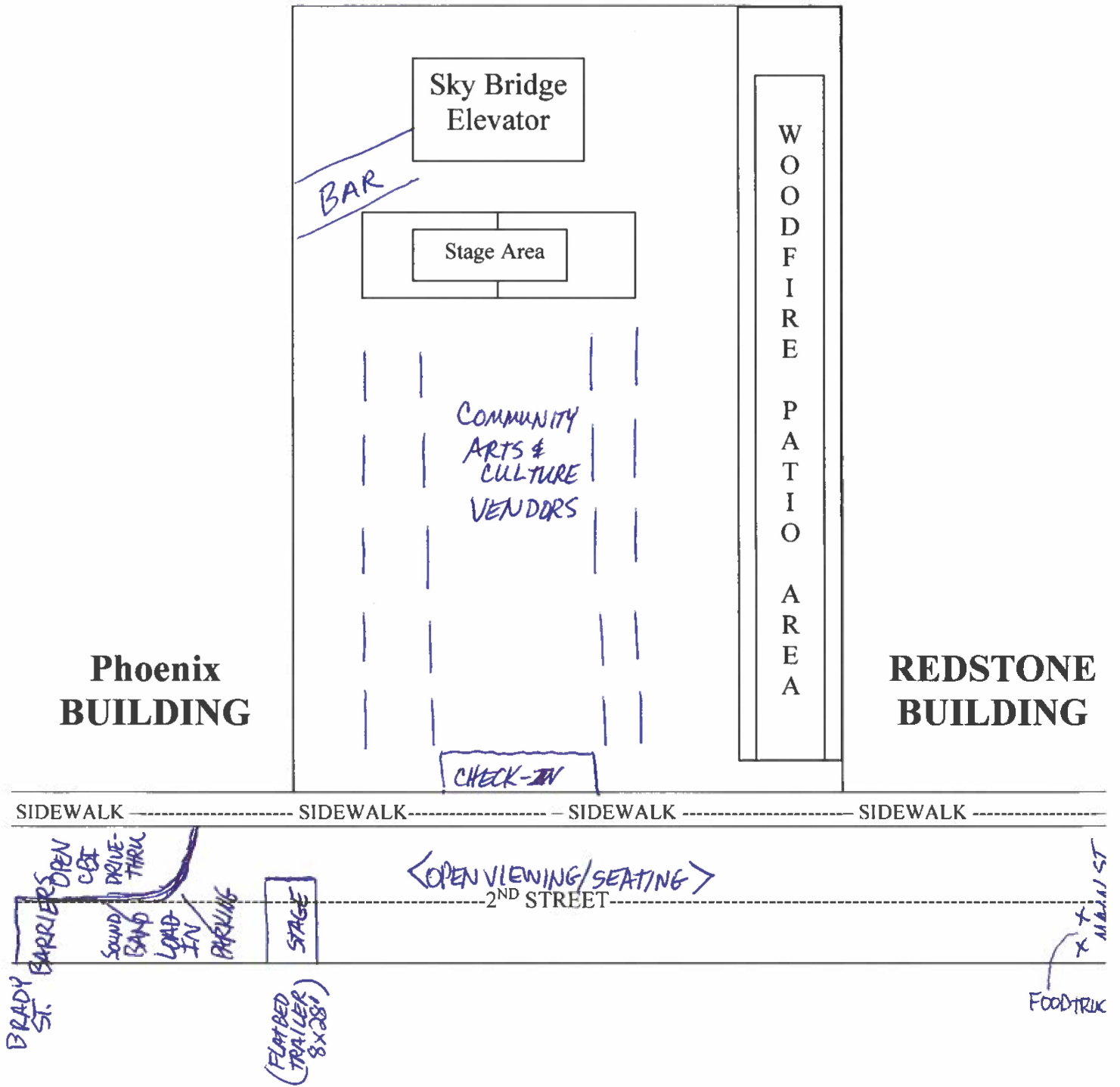
Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



BLOCK PARTY
FRIDAY JUNE 6, 2025





CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 6 day of JUNE, 2025 during the hours of 8AM - 11:30 PM
there is proposed a street closure, requested by COMMON CHORD, which will
require the closing of SECOND STREET between MAIN STREET and
BRADY STREET.

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

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Estes Construction; Wendy Olinger</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>Commoner House; Claire Miller Stal</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>Bix Beiderbecke Museum 112 W 2nd St 1st flr</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>The Lemonade Stand</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>EBI Bank & Trust</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>The Current Iowa</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>The Phoenix</u>	<u>✓</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

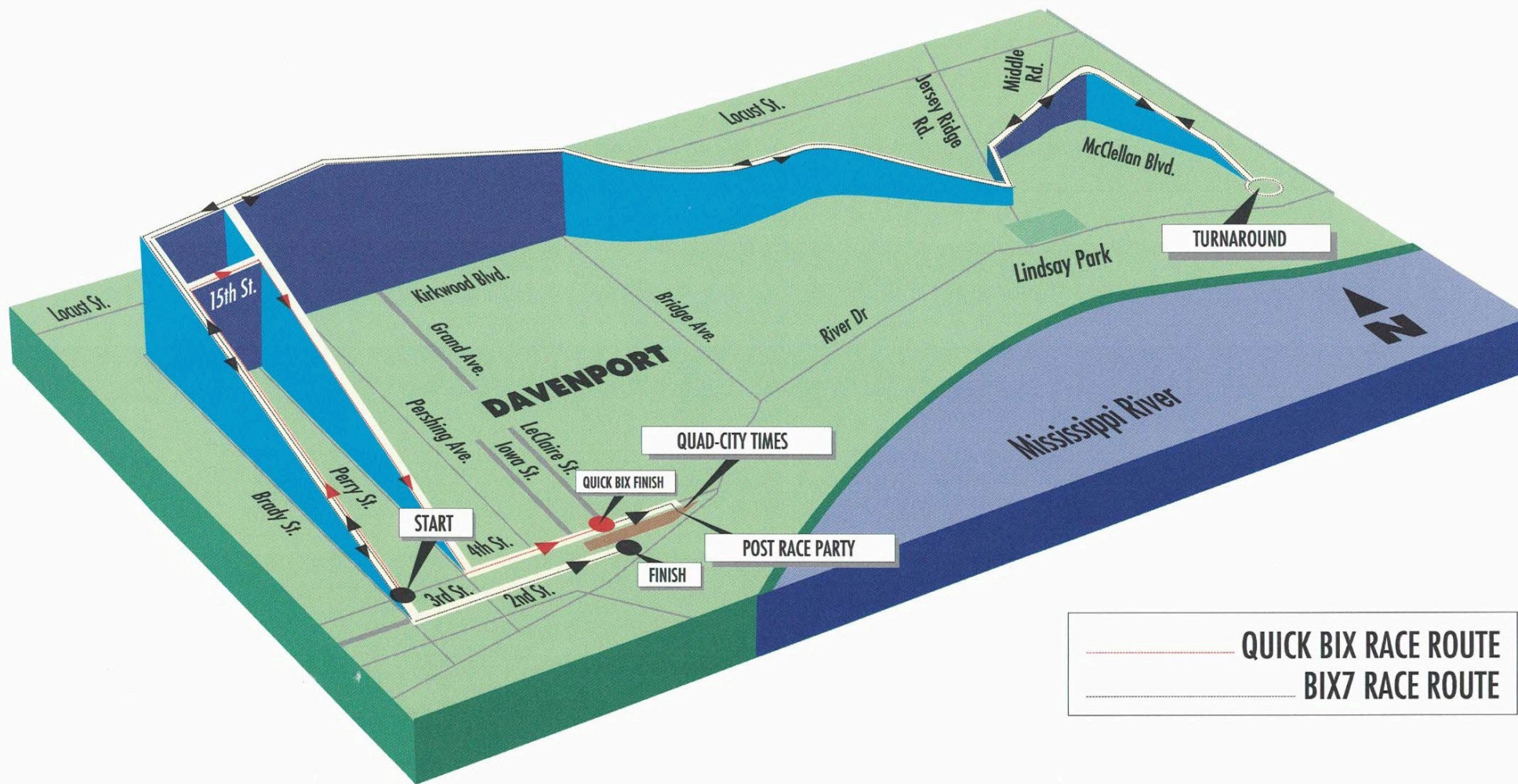
*If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Steve Adams 4/2/2025
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



2025 Quad-City Times Bix 7

"Prairie Farms Quick Bix"

For the 51st Running of the Quad-City Times Bix 7, we will present the "Prairie Farms Quick Bix". The Quick Bix is a two mile fun run or walk. It goes up Brady Street hill to 15th St. where it turns right for one block to Perry Street. The course then turns right onto Perry St. and down the hill to 4th Street. At 4th St. the course takes a left turn to the finish at Le Claire St.

See attached map of the course.

The Cornbelt Running Club is requesting the following:

1. Closing the "Quick Bix" course on July 26th, 2025 to traffic and no parking signs on 15th Street from Brady St. to Perry St. and no parking on Perry St. from 15th St. to 4th Street. Also no parking on 4th St. from Brady St. to River Dr.
2. Course would need to be closed from 7:00 am. to 11:00 am.
3. We request additional barricades, or police presence, at 4th and Perry to prevent traffic from turning onto 4th St after the Quick Bix is over.
4. There were over 2,500 participants in the Quick Bix in 2024.

"51st Running"

The 51st Running of the annual Bix 7 road race will be held on July 26th, 2025. The event will attract up to 20,000 participants and will use 4,000+ volunteers to ensure the safety and welfare of all participants.

The Cornbelt Running Club is requesting the following.

1. Closing the entire course route on July 26th, 2025. We will need to have "no parking" allowed from 5:00 am until 11:30 am. We are also requesting the closure of E River Drive/River St, between Hillcrest Ave and McClellan Blvd, during this time. This will allow emergency access to and from our secondary medical tent on River St near the turnaround.
2. No parking should start the evening before to ensure there are no cars on the course race day.
3. The "Start Line" will again be at 4th St. & Brady St. Due to the recent bump-out curb on the Northeast corner of 4th and Brady, the Bix 7 will work with Davenport Public Works to make sure our participants cross this intersection safely.
4. At the startup of the race on Brady St., it will be necessary to notify all businesses in this area that the crowd of participants will make it impossible for access to their establishments until after the start of the event. At approximately 8:15 am., the Running Club will notify them that access is available.
5. The finish of the race will be on 3rd St. We will turn left onto 3rd St. after coming down Brady St. The finish will be approximately at Le Claire St. The flow of the entrants will take them down 3rd St. into the Quad-City Times parking lot.
6. We are requesting to have 3rd St. closed to traffic at 1:00 pm on July 25th for set up of the finish line. 3rd St. from Iowa to River Dr. will need to be shut off.
7. We are requesting LeClaire St from 2nd to 4th Sts. beginning at 11 am Friday for Medical tent set-up.
8. We request the closure of Iowa St. from 3rd to 4th Sts. beginning at 1:00 p.m. Friday.
9. We request the closure East 4th from Pershing to River Dr. beginning at 12 noon on Friday.
10. We request the closure of Iowa St between 2nd and 3rd Sts beginning at 5 am Saturday morning.
11. We request 3rd St to remain open until 9:00 pm for packet pickup.
12. We will need no parking signs put up on Thursday so that there will not be cars on the street during set up.
13. The after race party for the 20,000 participants will take place in the Quad-City Times parking lot.
14. We are requesting closing off 4th St. from River Dr. to Le Claire St. for additional room for the after race party. This will need to be closed off Saturday morning, 6:00 am until noon on July 26th.
15. We will also need barricades and other material, snow fence, etc.

City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution accepting the sanitary sewer, storm sewer, and pavement associated with Seng Meadows 2nd Addition. [Ward 7]

Recommendation:

Pass the Resolution.

Background:

The Seng Meadows 2nd Addition subdivision extends Willow Circle, creating a 2nd intersection within the overall Seng Meadows development (1st and 2nd Additions) with Northwest Boulevard. The Seng Meadows developments are located north of the West 46th Street and Northwest Boulevard intersection. The developer is McCoy Homes of Davenport, Iowa. The plans for the site improvements were created by Townsend Engineering of Davenport, Iowa. The construction of the storm and sanitary sewers were completed by Needham Excavating of Walcott, Iowa. The paving was constructed by KE Flatwork of Eldridge, Iowa.

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

This Resolution accepts:

- 7 new sanitary sewer manholes (RC-17-54 to RC-17-60) and approximately 1623 linear feet of 8" sanitary sewer truss pipe connecting to existing sanitary manhole RC-17-23.
- 3 new storm manholes (13857, 13858 & 13829), 9 new storm water catch basins (13830 – 13838), 677 linear feet of 15" RCP, 50 linear feet of 18" RCP and 168 linear feet of 24" RCP.
- 4581 square yards of 7" Portland cement concrete paving, 31' wide measured from back of curb to back of curb and 7" thick.

Attachments:

1. Resolution
2. Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting the sanitary sewer, storm sewer, and pavement associated with Seng Meadows 2nd Addition.

WHEREAS, the Seng Meadows 2nd Addition has been developed by McCoy Homes of Davenport, Iowa; and

WHEREAS, 7 new sanitary sewer manholes (RC-17-54 to RC-17-60) and approximately 1623 linear feet of 8" sanitary sewer truss pipe connecting to existing sanitary manhole RC-17-23 was constructed by Needham Excavating of Walcott, Iowa; and

WHEREAS, 3 new storm manholes (13857, 13858 & 13829), 9 new storm water catch basins (13830 – 13838), 677 linear feet of 15" RCP, 50 linear feet of 18" RCP and 168 linear feet of 24" RCP was constructed by Needham Excavating of Walcott, Iowa; and

WHEREAS, 4,581 square yards of 7" Portland cement concrete paving, 31' wide measured from back of curb to back of curb and 7" thick was constructed by K.E. Flatwork of Eldridge, Iowa; and

WHEREAS, Davenport Department of Public Works has inspected the work and found it to be acceptable according to City of Davenport specifications, and the City has four-year maintenance bonds on file in the amount of \$270,000 (sanitary and storm sewer) and \$231,495 (pavement).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Seng Meadows 2nd Addition site improvements, which storm and sanitary sewer constructed by Needham Excavating of Walcott, Iowa, and pavement constructed by K.E. Flatwork of Eldridge, Iowa, having been satisfactorily completed, are hereby formally accepted.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Resolution accepting work completed under the West 13th Street (Hillandale Road to Lincoln Avenue) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$1,002,436.54, CIP #35062. [Wards 3 & 4]

Recommendation:

Adopt the Resolution.

Background:

The asphalt roadway surface had fallen into disrepair and was not thick enough to provide for a mill and overlay process. The roadway was replaced by eight-inch concrete pavement on a six-inch rock base with subdrains.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the West 13th Street (Hillandale Road to Lincoln Avenue) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$1,002,436.54, CIP #35062.

WHEREAS, the City of Davenport entered into a contract with Five Cities Construction Company of Coal Valley, Illinois for the West 13th Street (Hillandale Road to Lincoln Avenue) Reconstruction project; and

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

WHEREAS, the final cost of the contract was \$1,002,436.54.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the West 13th Street (Hillandale Road to Lincoln Avenue) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$1,002,436.54 is hereby accepted.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Resolution accepting work completed under the Tremont Avenue (East 46th Street to East 53rd Street) Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$1,067,673.87, CIP #35061. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

This project involved replacing concrete pavement and select storm sewer improvements from the Public Works' driveway north to East 53rd Street. The total project cost was \$1,067,673.87.

This project is funded in CIP #35061.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Tremont Avenue (East 46th Street to East 53rd Street) Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$1,067,673.87, CIP #35061.

WHEREAS, the City entered into contract with Ihrig Works, LLC of Long Grove, Iowa for the Tremont Avenue (East 46th Street to East 53rd Street) Reconstruction project; and

WHEREAS, the concrete pavement was removed and replaced, and storm sewer infrastructure was improved; and

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

WHEREAS, the final cost of the contract was \$1,067,673.87.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Tremont Avenue (East 46th Street to East 53rd Street) Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$1,067,673.87 is hereby accepted.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Resolution accepting work completed under the Lorton Place Intersection (at Lombard Street and Lorton Avenue) Reconstruction project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$607,202.17, CIP #35062. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The concrete roadway of Lorton Place from Lombard Street to Central Park Avenue had fallen into poor condition and required a large percentage of the roadway to be replaced. Also, the intersection of Lorton Place, Lorton Avenue, and Lombard Street was improved to provide a safer intersection for the three roadways.

This project is funded in CIP #35061.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Lorton Place Intersection (at Lombard Street and Lorton Avenue) Reconstruction project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$607,202.17, CIP #35062.

WHEREAS, the City of Davenport entered into a contract with Midwest Concrete, Inc of Peosta, Iowa for the Lorton Place Intersection (at Lombard Street and Lorton Avenue) Reconstruction project; and

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

WHEREAS the final cost of the contract was \$607,202.17.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Lorton Place Intersection (at Lombard Street and Lorton Avenue) Reconstruction project by Midwest Concrete, Inc of Peosta, Iowa in the amount of \$607,202.17 is hereby accepted.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Resolution awarding a contract for the East 53rd Street and Elmore Avenue Intersection Patching project to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$594,605, CIP #35061. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on March 7, 2025, and sent to contractors. On March 25, 2025, the Purchasing Division opened and read three (3) responsive and responsible bids. Centennial Contractors of the Quad Cities of Moline, Illinois, was the lowest responsive and responsible bidder and is recommended for contract award.

This project is located along East 53rd Street from just west of the Elmore Circle Intersection to east of the Elmore Avenue Intersection. The proposed improvements include, but are not limited to, the furnishing of all labor for the removal of the existing PCC roadway pavement for the areas as shown in the plans, granular sub-base material, crushed rock stabilization if needed, geogrid materials if needed, patching of the roadway with a PCC pavement section, reset all existing utility surface features to finish grade, reconstruction of sidewalk at the intersection including ADA ramp construction as shown in the plans, topsoil and seeding, and erosion control.

This project is funded in CIP #35061 | High Volume Street Repair Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the East 53rd Street and Elmore Avenue Intersection Patching project to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$594,605, CIP #35061.

WHEREAS, the City needs to contract for the East 53rd Street and Elmore Avenue Intersection Patching project; and

WHEREAS, Centennial Contractors of the Quad Cities of Moline, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the East 53rd Street and Elmore Avenue Intersection Patching project is hereby awarded to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$594,605.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: 53rd Street & Elmore Avenue Intersection Patching Project

BID NUMBER: 25-74

OPENING DATE: March 25, 2025

FUNDING: CIP 35061 | High Volume Street Repair Program

RECOMMENDATION: Award the contract to Centennial Contractors of the Quad Cities, of Moline, Illinois in the amount of \$594,605.

<u>VENDOR NAME</u>	<u>Bid Price</u>
Centennial Contractors of the Quad Cities, of Moline, IL	\$594,605.00
Hawkeye Paving Corporation of Davenport, IA	\$628,488.00
Langman Construction Inc. of Rock Island, IL	\$668,469.02

Approved By



Purchasing

Date

Approved By



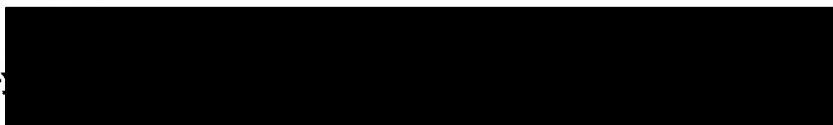
Approved By



Mayor

Date

Approved By



City Engineer

City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution awarding a contract for the Junior Theatre Renovation at Davenport Learning Center project to Bill Bruce Builders Inc of Eldridge, Iowa in the amount of \$352,000, CIP #64130. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on March 26, 2025, and sent to contractors. On April 10, 2025, the Purchasing Division opened and read five (5) responsive and responsible bids. Bill Bruce Builders Inc of Eldridge, Iowa was the lowest responsive and responsible bidder and is recommended for award.

The City of Davenport has partnered with the Davenport Community School District (DCSD) to lease The Kimberly Center to provide programming space for the Performing Arts Division (Junior Theatre) of the Parks and Recreation Department. In these specific areas, a range of light to major renovations is needed to accommodate the various needs. Work will generally focus on the replacement of damaged ceiling tiles, patching existing flooring, replacement of flooring in rooms designated for dance/activity, replacement of lights (where needed), painting of walls, and the demolition of ceiling/walls where spaces are required for programming of large class sizes.

This project is funded through CIP #64130 | Junior Theatre Relocation.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Junior Theatre Renovation at Davenport Learning Center project to Bill Bruce Builders Inc of Eldridge, Iowa in the amount of \$352,000, CIP #64130.

WHEREAS, the City needs to contract for Junior Theatre Renovation at Davenport Learning Center project; and

WHEREAS, Bill Bruce Builders Inc of Eldridge, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Junior Theatre Renovation at Davenport Learning Center project is hereby awarded to Bill Bruce Builders Inc of Eldridge, Iowa in the amount of \$352,000.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Junior Theatre Renovation at Davenport Learning Center

BID NUMBER: 25-79

OPENING DATE: April 10, 2025

FUNDING: 64130 | Junior Theatre Relocation

RECOMMENDATION: Award the contract to Bill Bruce Builders Inc of Eldridge, Iowa in the amount of \$352,000.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Bill Bruce Builders Inc of Eldridge, IA	\$352,000
Valley Construction Company of Rock Island, IL	\$365,318.05
Swanson Construction Co. of Bettendorf, IA	\$378,000
Estes Construction of Davenport, IA	\$396,650
Reed Construction LLC of Dewitt, IA	\$405,005

Approved By

Approved By

Approved By

Approved By

City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution awarding a contract for the Engine #1 overhaul at the Water Pollution Control Plant to Altorfer Inc of Davenport, Iowa in the amount of \$283,812. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

This work will overhaul one of two Caterpillar generator engines at the Water Pollution Control Plant. The engines provide electrical power generation for normal operations and backup power if electrical utility is disrupted, as required by the Iowa DNR permit. The engines also provide heat for the waste water digester process.

Per Caterpillar recommendations, rebuild of the engine should be completed every 30,000 operating hours to prevent damage or major failure. This is a sole source contract as Altorfer is the authorized Caterpillar dealer for Davenport.

Funding for this project is from the WPCP operating budget.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Engine #1 overhaul at the Water Pollution Control Plant to Altorfer Inc of Davenport, Iowa in the amount of \$283,812.

WHEREAS, the City needs to contract for the Engine #1 overhaul at the Water Pollution Control Plant; and

WHEREAS, Altorfer Inc of Davenport, Iowa is the authorized Caterpillar dealer for Davenport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Engine #1 overhaul at the Water Pollution Control Plant is hereby awarded to Altorfer Inc of Davenport, Iowa in the amount of \$283,812.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Resolution awarding a contract for the Credit Island Causeway Repair project to Porter Brothers Construction of Rock Falls, Illinois in the amount of \$134,117.06, CIP #35061. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on March 20, 2025, and sent to contractors. On April 9, 2025, the Purchasing Division opened and read six (6) responsive and responsible bids. Porter Brothers Construction of Rock Falls, Illinois was the lowest responsive and responsible bidder and is recommended for award.

This project will repair the Credit Island causeway pavement damaged during the 2023 and 2024 flood events. Work will include removal of the existing damaged pavement and proposed to be replaced with full-depth hot mix asphalt.

This project is funded through CIP #35061 | High Volume Street Repair Program. A portion of the cost will be reimbursed by FEMA.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Credit Island Causeway Repair project to Porter Brothers Construction of Rock Falls, Illinois in the amount of \$134,117.06, CIP #35061.

WHEREAS, the City needs to contract for Credit Island Causeway Repair project; and

WHEREAS, Porter Brothers Construction of Rock Falls, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Credit Island Causeway Repair project is hereby awarded to Porter Brothers Construction of Rock Falls, Illinois in the amount of \$134,117.06.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Credit Island Causeway Repair Project

BID NUMBER: 25-76

OPENING DATE: April 9, 2025

FUNDING: 35061 | High Volume Street Repair Program

RECOMMENDATION: Award the contract to Porter Brothers Construction of Rock Falls, Illinois in the amount of \$134,117.06.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Porter Brothers Construction of Rock Falls, IL	\$134,117.06
Taylor Ridge Paving & Construction of Andalusia, IL	\$136,101.13
Hawkeye Paving Corporation of Davenport, IA	\$157,587.10
Brandt Construction Co of Milan, IL	\$165,596.63
Langman Construction, Inc. of Rock Island, IL	\$194,661.98
Manatts, Inc. -Eastern Iowa Division of Camanche, IA	\$204,998.65

Approved

Approved

Approved

Approved

City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Torrey Pines Court Reconstruction project, CIP #35062. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

This project will reconstruct Torrey Pines Court from Utica Ridge to the end of the cul-de-sac. The proposed improvements include, but are not limited to, pavement removal and replacement, driveway approach replacements, subdrain installation, ADA curb ramp construction, utility structure adjustments, and final stabilization.

This project will be funded in CIP #35062 for streets projects.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Torrey Pines Court Reconstruction project, CIP #35062.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Torrey Pines Court Reconstruction project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Torrey Pines Court Reconstruction project.

Passed and approved this 23rd day of April, 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
4/23/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 61st Street (Appomattox Road to Scott Street) Overlay project, CIP #35062. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

This is an HMA overlay project consisting of cracking and seating the existing PCC pavement prior to resurfacing. The proposed improvements include, but are not limited to, the furnishing of all labor, materials and equipment for the overlay of the existing concrete roadway; installation of subdrains; placement of ADA-compliant sidewalk ramps; reset all existing utility surface features to finish grade; replacement of the adjacent driveway approaches; topsoil; sodding; erosion control; and other related work.

This project will be funded in CIP #35062 for streets projects.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the West 61st Street (Appomattox Road to Scott Street) Overlay project, CIP #35062.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the West 61st Street (Appomattox Road to Scott Street) Overlay project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the West 61st Street (Appomattox Road to Scott Street) Overlay project.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works

Contact Info: Brian Schadt | 563-326-7923

Action / Date

4/23/2025

Subject:

Resolution granting an underground electric easement on City-owned property located along the west side of Harrison Street south of West 35th Street (Parcels P1414-04A and P1414A12) to MidAmerican Energy Company. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the easement is to allow MidAmerican Energy to reconstruct, attach, replace or remove line(s) for the transportation of electrical services prior to the Harrison Street over Duck Creek Bridge Reconstruction project. Said easement is approximately 7,840 square feet.

Attachments:

1. Resolution
2. Easement
3. Plat A
4. Plat B
5. Aerial

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION granting an underground electric easement on City-owned property located along the west side of Harrison Street south of West 35th Street (Parcels P1414-04A and P1414A12) to MidAmerican Energy Company.

WHEREAS, this underground electric easement is necessary prior to the Harrison Street over Duck Creek Bridge Reconstruction project; and

WHEREAS, this easement will allow MidAmerican Energy Company to provide electrical services to the surrounding area and for the City

NOW, THEREFORE, BE IT RESOLVE, by the City Council of the City of Davenport, Iowa that an underground electric easement on City-owned property located along the west side of Harrison Street south of West 35th Street (Parcels P1414-04A and P1414A12) to MidAmerican Energy Company is hereby granted.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Prepared by and return to: Joshua T. Morse 563-333-8520 MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 4350-DV10, Davenport, IA 52808

**MIDAMERICAN ENERGY COMPANY
ELECTRIC EASEMENT**

Folder No.	<u>128118</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>N/A</u>	County of	<u>Scott</u>	
Project No.	<u>CAPEDS1000000873</u>	Section	<u>14</u>	
		Township	<u>78</u>	North
		Range	<u>3</u>	East of the 5 th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this ____ day of _____, _____, by and between **The City of Davenport, Iowa, a Municipal Corporation**, its successors and assigns ("Grantor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

RECITALS

WHEREAS, Grantor is the owner of the property legally described as:

Part of the SE ¼ of Section 14, all in Township 78 North, Range 3 East of the 5th P.M., in Davenport, Scott County Iowa, more particularly described in the deed recorded as File Number 2007-00005508 and the deed recorded in Book 328 at Page 462 with the Scott County Recorder's Office. (the "Property").

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across a portion of the Property as described on **Easement Plat-A and Easement Plat-B** attached hereto (the "Easement Area"), to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to

survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, plants or other objects on or within the Easement Area without prior written permission from Grantee indicating that said construction or placement will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the Iowa Utilities Board. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.
3. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.
5. **Right of Access and Removal.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.
6. **Property to be Restored.** Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
7. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
8. **Grantor Certification.** Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages,

losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

9. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
10. **Dower, Homestead, and Distributive Share.** Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.
11. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.
12. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.
13. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
14. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.
15. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

Signature Page Follows

IN WITNESS WHEREOF, this Easement is executed as of the date first above written.

The City of Davenport, Iowa, a Municipal Corporation

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2025,

by _____ as _____

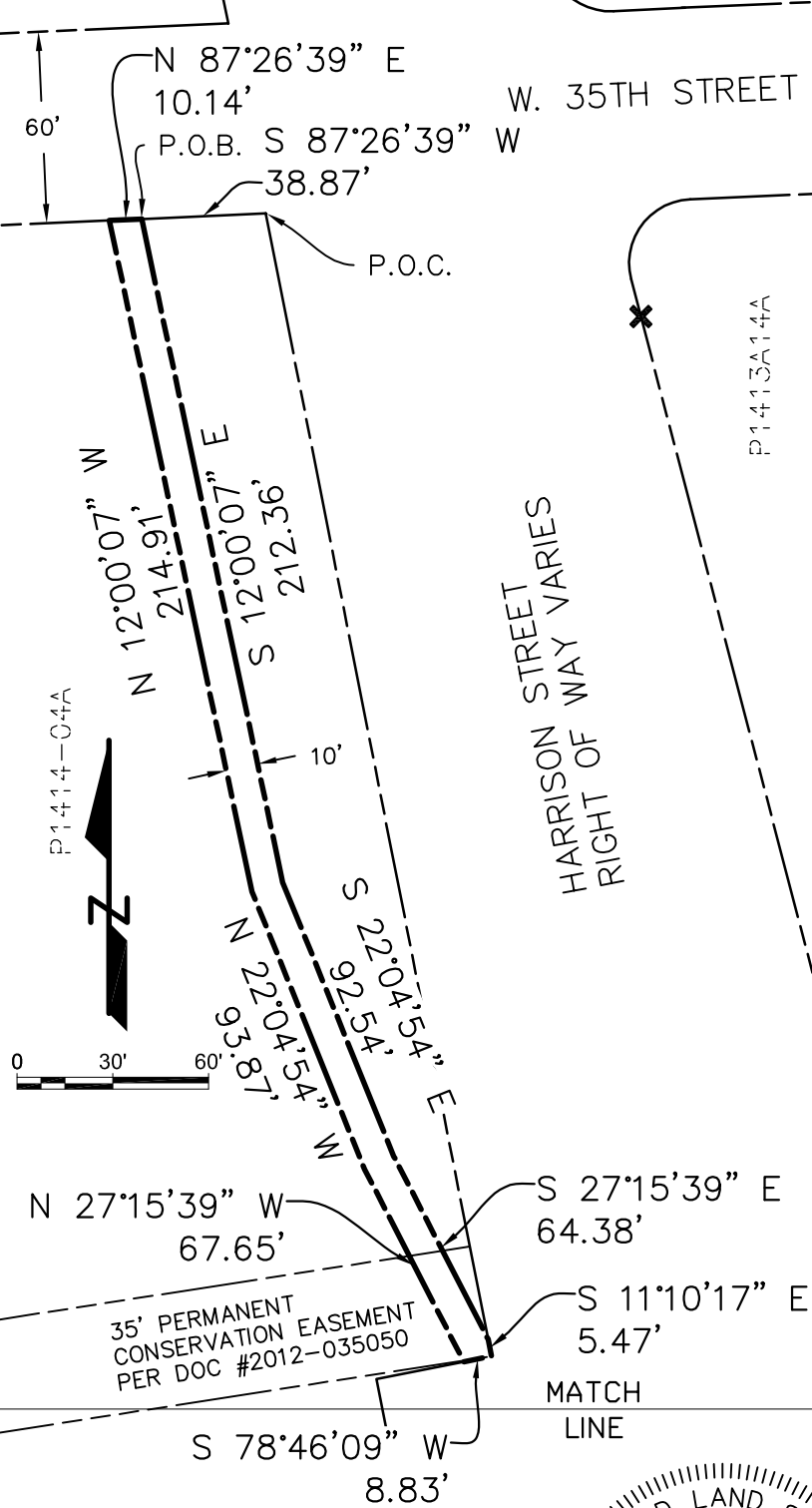
of The City of Davenport, Iowa, a Municipal Corporation.

Signature of Notary Public

Description: Part of the Southeast 1/4 Section 14,
Township 78 North, Range 3 East of the 5th P.M.
Requestor: Mid-American Energy
Proprietor: City of Davenport
Surveyor: Luke D. Miller
Survey Company: Klingner & Associates, P.C.
Return To: Klingner & Associates, P.C.
4111 East 60th Street, Davenport, Iowa 52807
lmiller@klingner.com (563) 359-1348

UNDERGROUND ELECTRIC EASEMENT PLAT-A

PART OF THE SE 1/4 SECTION 14, TWP 78 N, R 3 E OF
THE 5TH P.M., DAVENPORT, SCOTT COUNTY, IOWA



LEGAL DESCRIPTION:

PART OF THE SOUTHEAST 1/4 SECTION 14, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF HARRISON STREET AND THE SOUTH RIGHT OF WAY LINE OF W. 35TH STREET; THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 87 DEGREES 26 MINUTES 39 SECONDS WEST, TO THE POINT OF BEGINNING, A DISTANCE OF 38.87 FEET; THENCE, SOUTH 12 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.36 FEET; THENCE, SOUTH 22 DEGREES 04 MINUTES 54 SECONDS EAST, A DISTANCE OF 92.54 FEET; THENCE, SOUTH 27 DEGREES 15 MINUTES 39 SECONDS EAST, TO SAID WEST RIGHT OF WAY LINE OF HARRISON STREET, A DISTANCE OF 64.38 FEET; THENCE, ALONG SAID WEST LINE, SOUTH 11 DEGREES 10 MINUTES 17 SECONDS EAST TO A RIGHT OF WAY LINE OF HARRISON STREET, A DISTANCE OF 5.47 FEET; THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 78 DEGREES 46 MINUTES 09 SECONDS WEST, A DISTANCE OF 8.83 FEET; THENCE, NORTH 27 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.65 FEET; THENCE, NORTH 22 DEGREES 04 MINUTES 54 SECONDS WEST, A DISTANCE OF 93.87 FEET; THENCE, NORTH 12 DEGREES 00 MINUTES 07 SECONDS WEST, TO THE SOUTH RIGHT OF WAY LINE OF W. 35TH STREET, A DISTANCE OF 214.91 FEET; THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 87 DEGREES 26 MINUTES 39 SECONDS EAST TO THE POINT OF BEGINNING, A DISTANCE OF 10.15 FEET, CONTAINING 0.09 ACRES, MORE OR LESS.

FOR THE ABOVE DESCRIPTION THE WEST RIGHT OF WAY LINE OF HARRISON STREET HAS A BEARING OF NORTH 10 DEGREES 09 MINUTES 15 SECONDS WEST.

NOTE: PART OF PARCELS REFERENCE DOCUMENT NUMBERS - BOOK 328, PAGE 462 & 2007-005508 & 2007-006753

LEGEND

- FOUND CHISELED "X" IN CONCRETE
- FOUND 3/4" IRON PIPE
- FOUND 1" IRON PIPE
- EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINES
- MEASURED DISTANCE
- RECORD DISTANCE

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

DO NOT RECORD

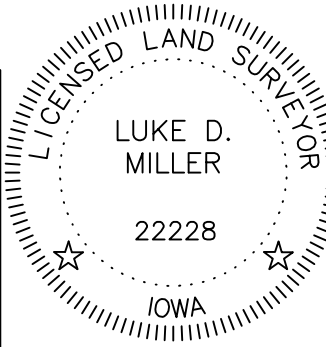
Signature: Luke D. Miller P.L.S., License Number 22228

Date: 3-19-2025

My license renewal date is December 31, 2025

THIS SHEET ONLY

Pages or sheets covered by this seal:

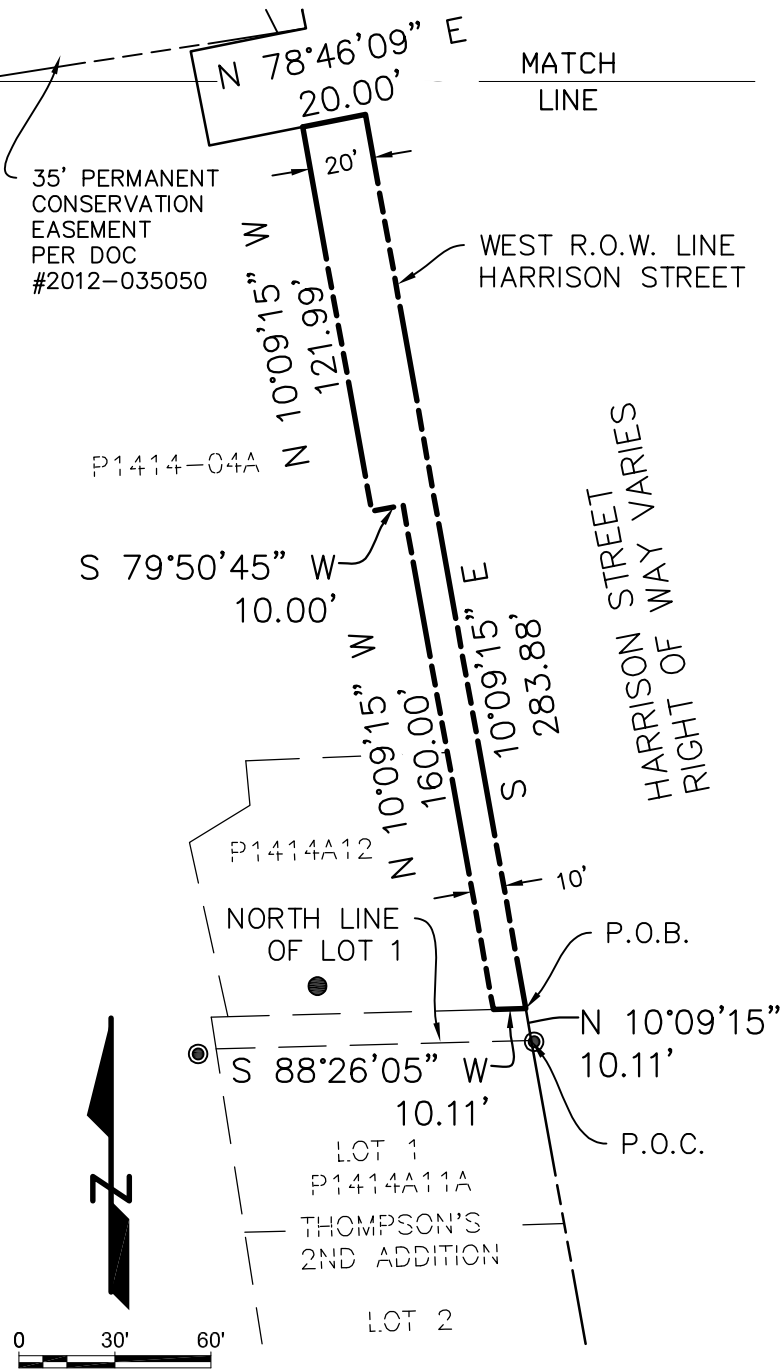


BEARINGS BASED ON THE IOWA STATE PLANE COORDINATE SOUTH ZONE, NAD 83 (2011) EPOCH 2010.00

Description: Part of the Southeast 1/4 Section 14,
Township 78 North, Range 3 East of the 5th P.M.
Requestor: Mid-American Energy
Proprietor: City of Davenport
Surveyor: Luke D. Miller
Survey Company: Klingner & Associates, P.C.
Return To: Klingner & Associates, P.C.
4111 East 60th Street, Davenport, Iowa 52807
lmiller@klingner.com (563) 359-1348

UNDERGROUND ELECTRIC EASEMENT PLAT-B

PART OF THE SE 1/4 SECTION 14, TWP 78 N, R 3 E OF
THE 5TH P.M., DAVENPORT, SCOTT COUNTY, IOWA



LEGAL DESCRIPTION:
PART OF THE SOUTHEAST 1/4 SECTION 14, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF HARRISON STREET AND THE NORTH LINE OF LOT 1 THOMPSON'S 2ND ADDITION; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, NORTH 10 DEGREES 09 MINUTES 15 SECONDS WEST, TO THE POINT OF BEGINNING, A DISTANCE OF 10.11 FEET; THENCE, SOUTH 88 DEGREES 26 MINUTES 05 SECONDS WEST, A DISTANCE OF 10.11 FEET; THENCE, NORTH 10 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 160.00 FEET; THENCE, SOUTH 79 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE, NORTH 10 DEGREES 09 MINUTES 15 SECONDS WEST, TO A RIGHT OF WAY LINE OF HARRISON STREET, A DISTANCE OF 121.99 FEET; THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 78 DEGREES 46 MINUTES 09 SECONDS EAST, TO SAID WEST RIGHT OF WAY LINE OF HARRISON STREET, A DISTANCE OF 20.00 FEET; THENCE, SOUTH 10 DEGREES 09 MINUTES 15 SECONDS EAST, TO THE POINT OF BEGINNING, A DISTANCE OF 283.88 FEET, CONTAINING 0.09 ACRES, MORE OR LESS.

FOR THE ABOVE DESCRIPTION THE WEST RIGHT OF WAY LINE OF HARRISON STREET HAS A BEARING OF NORTH 10 DEGREES 09 MINUTES 15 SECONDS WEST.

NOTE: PART OF PARCELS REFERENCE DOCUMENT NUMBERS - BOOK 328, PAGE 462 & 2007-005508 & 2007-006753

LEGEND

- FOUND 3/4" IRON PIPE
- FOUND 1" IRON PIPE
- EASEMENT LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINES
- MEASURED DISTANCE
- RECORD DISTANCE

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

DO NOT RECORD

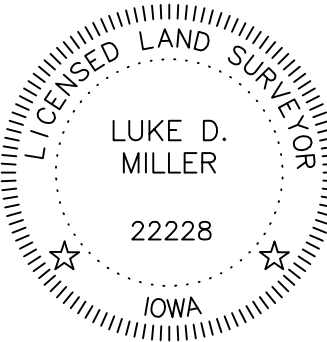
Signature: Luke D. Miller P.L.S., License Number 22228

Date: 3-19-2025

My license renewal date is December 31, 2025

THIS SHEET ONLY

Pages or sheets covered by this seal:



BEARINGS BASED ON THE IOWA STATE PLANE COORDINATE SOUTH ZONE, NAD 83 (2011) EPOCH 2010.00

KLINGNER & ASSOCIATES, P.C. Engineers • Architects • Surveyors Davenport, Iowa 4111 East 60th St 563.359.1348 www.klingner.com Quincy, IL, Galesburg, IL, Burlington, IA Pella, IA, Hannibal, MO Columbia, MO									
KLINGNER & ASSOCIATES, P.C. is not responsible for the accuracy or completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document. The user of this document is responsible for the accuracy and completeness of the information provided in this document.									

Aerial



City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution approving the purchase of a used semi-truck from GTG Peterbilt of Davenport, Iowa for an amount not to exceed \$140,000. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This purchase will replace a 2003 semi-truck that is no longer economical to repair used by the Compost Division of the Public Works Department.

Funding for this purchase is from the Water Pollution Control Plant Motor Vehicle Replacement account 51152090-530302.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of a used semi-truck from GTG Peterbilt of Davenport, Iowa in for an amount not to exceed \$140,000.

WHEREAS, the City needs to purchase a semi-truck for the Compost Division of the Public Works Department; and

WHEREAS, GTG Peterbilt of Davenport, Iowa has an available used semi-truck currently in their inventory and at a good value as determined by the Fleet Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of a used semi-truck from GTG Peterbilt of Davenport, Iowa for an amount not to exceed \$140,000 is hereby approved.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works

Contact Info: Jim Erwin | 563-326-7922

Action / Date

4/23/2025

Subject:

Resolution authorizing the submission of the FY 2026 Iowa Department of Transportation State Transit Assistance Program grant application in the approximate amount of \$580,928. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Every fiscal year, the Iowa Department of Transportation provides financial operating assistance to Davenport Public Transit. This year the City is requesting to apply for the State Transit Assistance (STA) Program grant in the approximate amount of \$580,928, or 3% of formula funds.

Attachments:

1. Resolution
2. Iowa DOT Authorizing Resolution for Signature

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION authorizing submission of the FY 2026 Iowa Department of Transportation State Transit Assistance Program grant application in the approximate amount of \$580,928.

WHEREAS, the Iowa Department of Transportation provides financial operating assistance for the City of Davenport Public Transit; and

WHEREAS, for FY 2026 the City of Davenport is requesting \$580,928, or 3% of formula funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that staff is hereby authorized to submit the FY 2026 Iowa Department of Transportation State Transit Assistance Program grant application in the approximate amount of \$580,928.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Authorizing Resolution

We, hereby, authorize Mayor Mike Matson
(Name of Authorized Signatory)

on behalf of the City of Davenport
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

3.00 % of formula funds;
\$ _____ of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$ 580,928

From statewide federal capital assistance for transit:

\$ _____

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Davenport
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the _____ day of _____, _____

Name: _____
(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer) (Printed Name of Chief Executive Officer)

Title: _____

Address: _____

Telephone: _____ E-mail Address: _____
(E-mail Address of Chief Executive Officer)

City of Davenport

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

Action / Date
4/23/2025

Subject:

Resolution adopting the FY 2026 Operating Budget, FY 2026 Capital Improvement Budget, and the FY 2026 - FY 2031 Capital Improvement Plan. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Prior to this Public Hearing, the City held three budget work sessions on the operating and capital budgets. The recommended FY 2026 Budget presented to the Council is balanced, satisfies City Council liquidity policies, and reflects a current tax levy rate of \$16.61 per \$1,000 of taxable valuation, which is fundamentally unchanged from the prior fiscal year. The overall budget for FY 2026 is \$271,935,468 and is up 13.7% from FY 2025. The increase can be attributed to an increase of 73.4% in the Capital Improvement budget.

This budget continues the City's practice of developing two-year budget plans. Two-year budget plans have proven successful in increasing fund balances and providing for long-term budget planning. The six-year Capital Improvement Plan includes more than \$294 million of capital projects.

Under the laws of the State of Iowa, the City is required to adopt an annual budget and certify it to the County Auditor. The City Administrator's Recommended Budget is published prior to the required Public Hearing on April 16, 2025 and notice was published in the *Quad-City Times* on April 3, 2025.

Attachments:

1. Resolution
2. FY 2026 Budget Packet

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION adopting the FY 2026 Operating Budget, FY 2026 Capital Improvement Budget, and FY 2026 - FY 2031 Capital Improvement Plan.

WHEREAS, it is necessary for the City of Davenport to have an annual budget; and

WHEREAS, the City Administrator has prepared such a budget, reflecting any apparent Council majority support; and

WHEREAS, the FY 2026 Budget incorporates negotiated general wage increases for represented employees and a general wage increase for non-represented employees; and

WHEREAS, the FY 2026 Budget incorporates and authorizes increases as follows in utility rates beginning July 1, 2025: 2% increase in sewer rates as approved by ordinance; 3% increase in solid waste fees to monthly rates of \$15.54 for small carts, \$19.81 for medium carts, and \$24.11 for large carts; and 3% increase in the clean water fee to monthly rates of \$3.35 per ERU; and

WHEREAS, the City Council is required to adopt the budget after the Public Hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the recommendations contained in the proposed budgets are hereby adopted for the City of Davenport for FY 2026; and

BE IT FURTHER RESOLVED that the adopted budget is authorized to be published and distributed.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



FY 2026 | Budget Summary Overview

UPDATED | March 10, 2025

Prepared By: Tom Linehan, *Senior Budget & Financial Analyst*

	Adopted FY 2025	Proposed FY 2026
Operating	\$168,028,040	\$173,401,051
Capital	\$39,390,127	\$68,331,910
Debt	\$31,680,573	\$30,202,507
Total	\$239,098,740	\$271,935,468

The FY 2026 Proposed Budget of \$271,935,468 is balanced and core-competency-driven and is up 13.7% compared to the FY 2025 Budget, which can be mainly attributed to an increase of 73.4% in the Capital Improvement budget. The proposed FY 2026 Budget remains consistent with the following goals and policies established by the City Council:

The FY 2026 Budget is balanced with a proposed property tax levy rate of \$16.61, which is fundamentally unchanged from the FY 2025 rate. The proposed tax levy includes a decrease of approximately \$0.08 in the Consolidated General Fund Levy and an increase of \$0.08 in the Tort Levy to fund increased liability and property insurance costs.

The proposed budget also maintains the General Fund unassigned reserve level policy at 17-25% range of expenditure costs. The FY 2026 year-end unassigned reserve level is expected to be maintained at the top of the policy level (25.0%+).

The following user fees have been increased to maintain cost-recovery and current service levels: Sewer Fee – 2% (adopted); Solid Waste

Fee – 3% (proposed); Clean Water Fee – 3% (proposed)

The FY 2026 residential rollback shows a slight increase to 47.4316% from a previous level of 46.3428% in FY 2025.

Pension costs are essentially flat, with the FY 2026 required employer rates for MFPRSI established at 22.68% (up from 22.66% in FY 2025). IPERS contribution rates remained flat at 9.44%. Health insurance costs continue to be an area that will remain closely monitored, with FY 2025 claims expenditures trending above budget.

The FY 2026 Capital Improvement Budget totals approximately \$68.3M in programs and projects, which includes investments of \$28.7M into the street network and \$21.4M into the sewer collection system. Some other highlights of the proposed CIP budget include:

- \$2.4M for the sewer rehabilitation program
- \$650k for salt building replacement
- \$5.4M for Eastern Ave Bridge repair over Goose Creek and Duck Creek
- \$1.1M for the urban revitalization program
- \$2.4M for new clubhouse at Emeis golf course
- \$13.3M for Water Pollution Control Plant projects
- \$1.6M for public safety vehicles & equipment

FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : **DAVENPORT** County Name: **SCOTT COUNTY**

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	5,407,833,854	2b	5,195,496,624	City Number: 82-773 Last Official Census: 101,724
DEBT SERVICE	3a	5,627,203,756	3b	5,414,866,526	
Ag Land	4a	21,990,002			

Consolidated General Fund Levy Calculation

	CGFL Rate	CGFL Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2025 Budget Data	8.47059	44,123,734	5,209,050,825	3.82
	Limitation Percentage			
	1			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2026	8.38672	45,353,988	2.79	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.38672	Consolidated General Fund			5	45,353,988	43,573,175	43	8.38672
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7	4,921,129	4,727,902	45	0.91000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	1,784,585	1,714,514	52	0.33000
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	52,059,702	50,015,591		
384.1	3.00375	Ag Land			26	66,053	66,053	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	52,125,755	50,081,644		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29	6,372,149	6,121,958		1.17832
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	6,997,720	6,722,973		1.29400
Rules	Amt Nec	Other Employee Benefits			31	13,290,752	12,768,868		2.45768
		Subtotal Employee Benefit Levy (29,30,31)			32	26,660,621	25,613,799	65	4.93000
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	80,879,293 (B)		57,160,742	34	444,836	314,384	66	5.50000
	SSMID 2 (A)	10,914,823 (B)		10,914,823	35	38,201	38,201	67	3.49992
	SSMID 3 (A)	47,978,253 (B)		45,583,463	36	167,924	159,542	68	3.50000
	SSMID 4 (A)	28,698,873 (B)		28,698,873	37	86,096	86,096	69	2.99998
	SSMID 5 (A)	38,667,004 (B)		38,667,004	555	175,935	175,935	565	4.55000
	SSMID 6 (A)	27,357,453 (B)		27,357,453	556	124,476	124,476	566	4.54998
	SSMID 7 (A)	25,390,749 (B)		25,390,749	1177	115,528	115,528	1179	4.55000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	27,813,617	26,627,961		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	11,535,768	11,100,476	70	2.05000
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	91,475,140	87,810,081	72	16.60672

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

 (City Representative)

 (Date)

 (County Auditor)

 (Date)

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF DAVENPORT - PROPOSED PROPERTY TAX LEVY

DAVENPORT

Fiscal Year July 1, 2025 - June 30, 2026

CITY #: 82-773

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/26/2025 Meeting Time: 05:00 PM Meeting Location: Davenport City Hall Council Chambers 226 W 4th St. Davenport, IA 52801

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.davenportiowa.com

City Telephone Number
(563) 326-7789

Iowa Department of Management	Current Year Property Tax	Certified 2024 - 2025	Budget Year Property Tax	Effective 2025 - 2026	Budget Year Property Tax	Proposed 2025 - 2026
Taxable Valuations for Non-Debt Service		5,008,920,789		5,195,496,624		5,195,496,624
Consolidated General Fund		42,428,514		42,428,514		43,573,175
Operation & Maintenance of Public Transit		4,558,118		4,558,118		4,727,902
Aviation Authority		0		0		0
Liability, Property & Self Insurance		1,252,230		1,252,230		1,714,514
Support of Local Emergency Mgmt. Comm.		0		0		0
Unified Law Enforcement		0		0		0
Police & Fire Retirement		5,960,165		5,960,165		6,121,958
FICA & IPERS (If at General Fund Limit)		2,931,671		2,931,671		6,722,973
Other Employee Benefits		15,802,143		15,802,143		12,768,868
Capital Projects (Capital Improv. Reserve)		0		0		0
Taxable Value for Debt Service		5,264,773,055		5,414,866,526		5,414,866,526
Debt Service		10,792,785		10,792,785		11,100,476
CITY REGULAR TOTAL PROPERTY TAX		83,725,626		83,725,626		86,729,866
CITY REGULAR TAX RATE		16.61059		16.03088		16.60672
Taxable Value for City Ag Land		21,007,929		21,990,002		21,990,002
Ag Land		63,103		63,103		66,053
CITY AG LAND TAX RATE		3.00375		2.86962		3.00375
Tax Rate Comparison-Current VS. Proposed						
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year 2024/2025	Certified	Budget Year 2025/2026	Proposed	Percent Change	
City Regular Residential		770		866	12.47	
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year 2024/2025	Certified	Budget Year 2025/2026	Proposed	Percent Change	
City Regular Commercial		3,397		3,872	13.98	

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:

The FY 2026 Budget increases include primarily negotiated wages, contract escalations, and other miscellaneous operational needs.

FUND BALANCE

City Name: DAVENPORT
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2024									
Beginning Fund Balance July 1	1 37,228,546	31,482,394	7,539,957	32,139,881	32,701,175	0	141,091,953	166,672,210	307,764,163
Actual Revenues Except Beg Balance	2 94,126,175	87,689,280	7,688,365	30,997,774	43,287,299	0	263,788,893	99,264,881	363,053,774
Actual Expenditures Except End Balance	3 94,674,962	83,286,187	7,031,286	31,617,098	49,470,767	0	266,080,300	75,656,635	341,736,935
Ending Fund Balance June 30	4 36,679,759	35,885,487	8,197,036	31,520,557	26,517,707	0	138,800,546	190,280,456	329,081,002
Re-Estimated FY 2025									
Beginning Fund Balance	5 36,679,759	35,885,487	8,197,036	31,520,557	26,517,707	0	138,800,546	190,280,456	329,081,002
Re-Est Revenues	6 94,286,528	73,895,594	8,227,659	22,430,051	39,390,127	0	238,229,959	86,631,032	324,860,991
Re-Est Expenditures	7 95,161,029	73,348,724	8,237,659	29,185,647	39,390,127	0	245,323,186	84,224,863	329,548,049
Ending Fund Balance	8 35,805,258	36,432,357	8,187,036	24,764,961	26,517,707	0	131,707,319	192,686,625	324,393,944
Budget FY 2026									
Beginning Fund Balance	9 35,805,258	36,432,357	8,187,036	24,764,961	26,517,707	0	131,707,319	192,686,625	324,393,944
Revenues	10 97,287,390	73,719,756	6,820,587	22,762,768	68,331,910	0	268,922,411	91,849,087	360,771,498
Expenditures	11 97,773,858	76,911,339	5,480,250	28,257,506	68,331,910	0	276,754,863	90,339,690	367,094,553
Ending Fund Balance	12 35,318,790	33,240,774	9,527,373	19,270,223	26,517,707	0	123,874,867	194,196,022	318,070,889

LOCAL EMC SUPPORT

City Name: DAVENPORT
Fiscal Year July 1, 2025 - June 30, 2026

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 6 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg. Mgmt. Comm.	0	0
TOTAL FOR FY 2026	0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: DAVENPORT
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
PUBLIC SAFETY									
Police Department/Crime Prevention	1 31,559,619	449,466				0		32,009,085	31,653,432
Jail	2							0	0
Emergency Management	3							0	0
Flood Control	4							0	0
Fire Department	5 21,897,431	172,000				0		22,069,431	22,484,487
Ambulance	6							0	0
Building Inspections	7 1,285,982							1,285,982	1,162,784
Miscellaneous Protective Services	8							0	0
Animal Control	9							0	0
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 54,743,032	621,466				0		55,364,498	55,300,703
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12 3,593,961	12,732,131						16,326,092	15,676,217
Parking - Meter and Off-Street	13							0	0
Street Lighting	14 272,149	1,826,835						2,098,984	1,797,343
Traffic Control and Safety	15 13,764	558,316						572,080	0
Snow Removal	16							0	0
Highway Engineering	17							0	239,777
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20							0	0
Other Public Works	21	140,847						140,847	552,048
TOTAL (lines 12 - 21)	22 3,879,874	15,258,129				0		19,138,003	18,265,385
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	0
TOTAL (lines 23 - 29)	30 0	0				0		0	0
CULTURE & RECREATION									
Library Services	31 5,848,824	177,416						6,026,240	5,998,750
Museum, Band and Theater	32 753,000							753,000	2,275,002
Parks	33 4,187,712	149,000						4,336,712	4,287,634
Recreation	34 1,590,904	203,266						1,794,170	1,741,457
Cemetery	35							0	0
Community Center, Zoo, & Marina	36							0	0
Other Culture and Recreation	37 75,000							75,000	1,505,104
TOTAL (lines 31 - 37)	38 12,455,440	529,682				0		12,985,122	15,807,947

City Name: DAVENPORT
Fiscal Year July 1, 2024 - June 30, 2025

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
	COMMUNITY & ECONOMIC DEVELOPMENT									
39	Community Beautification								0	0
40	Economic Development	2,654,125	1,879,707	4,694,360					9,228,192	3,199,500
41	Housing and Urban Renewal	450,183	11,667,026						12,117,209	7,917,770
42	Planning & Zoning	419,376							419,376	392,711
43	Other Com & Econ Development		88,815						88,815	1,676,611
44	TIF Rebates								0	3,944,732
45	TOTAL (lines 39 - 44)	3,523,684	13,635,548	4,694,360			0		21,853,592	17,131,324
	GENERAL GOVERNMENT									
46	Mayor, Council, & City Manager	2,083,581							2,083,581	1,967,835
47	Clerk, Treasurer, & Finance Adm.	2,294,082	443,527						2,737,609	2,798,271
48	Elections								0	0
49	Legal Services & City Attorney								0	0
50	City Hall & General Buildings	1,929,309	43,394						1,972,703	2,131,775
51	Tort Liability	1,614,490							1,614,490	1,607,319
52	Other General Government	6,260,427	207,479						6,467,906	7,555,658
53	TOTAL (lines 46 - 52)	14,181,889	694,400	0			0		14,876,289	16,060,858
	DEBT SERVICE									
54	Gov Capital Projects			3,268,299	29,185,647				32,453,946	31,599,940
55	TIF Capital Projects								37,428,547	49,513,211
56	TOTAL CAPITAL PROJECTS								0	0
57	TOTAL CAPITAL PROJECTS	0	0	0			0		37,428,547	49,513,211
58	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	88,783,919	30,739,225	7,962,659	29,185,647		0		194,099,997	203,679,368
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
59	Water Utility								0	0
60	Sewer Utility							16,466,723	16,466,723	15,731,823
61	Electric Utility								0	0
62	Gas Utility								0	0
63	Airport							352,951	352,951	333,129
64	Landfill/Garbage							6,213,828	6,213,828	6,104,595
65	Transit							8,302,858	8,302,858	7,812,922
66	Cable TV, Internet & Telephone								0	0
67	Housing Authority								0	-22,377
68	Storm Water Utility							2,490,431	2,490,431	2,534,311
69	Other Business Type (city hosp., ISF, parking, etc.)							38,341,822	38,341,822	41,390,704
70	Enterprise DEBT SERVICE							10,161,250	10,161,250	1,705,046
71	Enterprise CAPITAL PROJECTS								0	0
72	Enterprise TIF CAPITAL PROJECTS								0	0
73	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)							82,329,863	82,329,863	75,590,153
74	TOTAL ALL EXPENDITURES (lines 58+73)	88,783,919	30,739,225	7,962,659	29,185,647		0	82,329,863	276,429,860	279,269,521
75	Regular Transfers Out	6,377,110	42,609,499					1,895,000	52,843,189	59,380,860
76	Internal TIF Loan Transfers Out			275,000					275,000	3,086,554
77	Total ALL Transfers Out	6,377,110	42,609,499	275,000	0		0	1,895,000	53,118,189	62,467,414
78	Total Expenditures and Other Fin Uses (lines 74+77)	95,161,029	73,348,724	8,237,659	29,185,647		0	84,224,863	329,548,049	341,736,935
79	Ending Fund Balance June 30	35,805,258	36,432,357	8,187,036	24,764,961		0	192,686,625	324,393,944	329,081,002

RE-ESTIMATED REVENUES DETAIL

City Name: DAVENPORT
Fiscal Year July 1, 2024 - June 30, 2025

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
Taxes Levied on Property	1	48,301,965	25,718,401		10,792,785				84,813,151	81,788,891
Less: Uncollected Property Taxes - Levy Year	2								0	372,716
Net Current Property Taxes (line 1 minus line 2)	3	48,301,965	25,718,401		10,792,785		0		84,813,151	81,416,175
Delinquent Property Taxes	4								0	17,366
TIF Revenues	5			8,227,659					8,227,659	7,205,502
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	1,927,371	1,126,749		410,266				3,464,386	3,657,955
Utility franchise tax (Iowa Code Chapter 364.2)	7	575,000							575,000	504,055
Parimutuel wager tax	8								0	0
Gaming wager tax	9	1,400,000							1,400,000	1,412,592
Mobile Home Taxes	10	60,000			10,000				70,000	72,047
Hotel/Motel Taxes	11	3,000,000							3,000,000	3,503,689
Other Local Option Taxes	12		18,000,000						18,000,000	24,409,324
Subtotal - Other City Taxes (lines 6 thru 12)	13	6,962,371	19,126,749		420,266	0			26,509,386	33,559,662
Licenses & Permits	14	2,148,500	170,000					30000	2,348,500	2,562,683
Use of Money & Property	15	1,041,300	290,590		75,000			1,070,050	2,476,940	14,830,160
Intergovernmental:										
Federal Grants & Reimbursements	16	125,000	13,022,635			3,091,000		1,700,000	17,938,635	23,626,800
Road Use Taxes	17		13,000,000						13,000,000	14,383,014
Other State Grants & Reimbursements	18	1,354,500			142,000			525,000	2,021,500	6,245,466
Local Grants & Reimbursements	19	98,880							98,880	972,995
Subtotal - Intergovernmental (lines 16 thru 19)	20	1,578,380	26,022,635	0	142,000	3,091,000		2,225,000	33,059,015	45,228,275
Charges for Fees & Service:										
Water Utility	21								0	0
Sewer Utility	22							29,999,782	29,999,782	31,185,078
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25									
Airport	26									
Landfill/Garbage	27									
Hospital	28								0	0
Transit	29									
Cable TV, Internet & Telephone	30									
Housing Authority	31								0	0
Storm Water Utility	32									
Other Fees & Charges for Service	33	4,423,905	195,000					887,400	887,400	891,125
Subtotal - Charges for Service (lines 21 thru 33)	34	4,423,905	195,000	0	0	0	0	222,420	222,420	222,571
Special Assessments	35		7,500					7,314,430	7,314,430	7,597,526
Miscellaneous	36	2,642,000	535,000		700,000			325,500	325,500	335,536
Other Financing Sources:										
Regular Operating Transfers In	37	26,913,107	1,829,719		10,300,000	8,355,127		5,445,236	52,843,189	59,380,860
Internal TIF Loan Transfers In	38	275,000							275,000	3,086,554
Subtotal ALL Operating Transfers In	39	27,188,107	1,829,719	0	10,300,000	8,355,127	0	5,445,236	53,118,189	62,467,414
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					27,944,000			27,944,000	17,725,000
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	27,188,107	1,829,719	0	10,300,000	36,299,127	0	5,445,236	81,062,189	80,192,414
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	94,286,528	73,895,594	8,227,659	22,430,051	39,390,127	0	86,631,032	324,860,991	363,053,774
Beginning Fund Balance July 1	44	36,679,759	35,885,487	8,197,036	31,520,557	26,517,707	0	190,280,456	329,081,002	307,764,163
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	130,966,287	109,781,081	16,424,695	53,950,608	65,907,834	0	276,911,488	653,941,993	670,817,937

EXPENDITURES SCHEDULE PAGE 1

City Name: DAVENPORT
Fiscal Year July 1, 2025 - June 30, 2026

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
PUBLIC SAFETY											
Police Department/Crime Prevention	1	32,882,016	237,819						33,119,835	32,009,085	31,653,432
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	22,370,626	172,000						22,542,626	22,069,431	22,484,487
Ambulance	6								0	0	0
Building Inspections	7	1,286,444							1,286,444	1,285,982	1,162,784
Miscellaneous Protective Services	8								0	0	0
Animal Control	9								0	0	0
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	56,539,086	409,819				0		56,948,905	55,364,498	55,300,703
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	3,744,186	13,014,835						16,759,021	16,326,092	15,676,217
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	262,052	1,925,585						2,187,637	2,098,984	1,797,343
Traffic Control and Safety	15	13,764	584,804						598,568	572,080	0
Snow Removal	16								0	0	0
Highway Engineering	17								0	0	239,777
Street Cleaning	18								0	0	0
Airport	19								0	0	0
Garbage (if not Enterprise)	20								0	0	0
Other Public Works	21		172,562						172,562	140,847	552,048
TOTAL (lines 12 - 21)	22	4,020,002	15,697,786				0		19,717,788	19,138,003	18,265,385
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL (lines 23 - 29)	30	0	0				0		0	0	0
CULTURE & RECREATION											
Library Services	31	6,052,293	51,442						6,103,735	6,026,240	5,998,750
Museum, Band and Theater	32	800,000							800,000	753,000	2,275,002
Parks	33	4,387,406	149,000						4,536,406	4,336,712	4,287,634
Recreation	34	1,725,038	210,386						1,935,424	1,794,170	1,741,457
Cemetery	35								0	0	0
Community Center, Zoo, & Marina	36								0	0	0
Other Culture and Recreation	37	75,000							75,000	75,000	1,505,104
TOTAL (lines 31 - 37)	38	13,039,737	410,828				0		13,450,565	12,985,122	15,807,947

City Name: DAVENPORT
Fiscal Year July 1, 2025 - June 30, 2026

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40	2,673,007	1,924,344	5,205,250				9,802,601	9,228,192	3,199,500
Housing and Urban Renewal	41	441,078	11,148,962					11,590,040	12,117,209	7,917,770
Planning & Zoning	42	455,203	103,833					559,036	419,376	392,711
Other Com & Econ Development	43		20,716					20,716	88,815	1,676,611
TIF Rebates	44							0	0	3,944,732
TOTAL (lines 39 - 44)	45	3,569,288	13,197,855	5,205,250		0		21,972,393	21,853,592	17,131,324
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	2,166,918	467,144					2,634,062	2,083,581	1,967,835
Clerk, Treasurer, & Finance Adm.	47	2,474,497	74,709					2,549,206	2,737,609	2,798,271
Elections	48							0	0	0
Legal Services & City Attorney	49							0	0	0
City Hall & General Buildings	50	1,725,924	41,309					1,767,233	1,972,703	2,131,775
Tort Liability	51	1,725,324						1,725,324	1,614,490	1,607,319
Other General Government	52	6,407,234	205,051					6,612,285	6,467,906	7,555,658
TOTAL (lines 46 - 52)	53	14,499,897	788,213	0		0		15,288,110	14,876,289	16,060,858
DEBT SERVICE										
Gov Capital Projects	54			27,735,351				27,735,351	32,453,946	31,599,940
TIF Capital Projects	55				66,433,895			66,433,895	37,428,547	49,513,211
TOTAL CAPITAL PROJECTS	56							0	0	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	27,735,351	66,433,895	0		66,433,895	37,428,547	49,513,211
58	91,668,010	30,504,501	5,205,250	27,735,351	66,433,895	0		221,547,007	194,099,997	203,679,368
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							0	0	0
Sewer Utility	60						17,205,284	17,205,284	16,466,723	15,731,823
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63						356,813	356,813	352,951	333,129
Landfill/Garbage	64						6,484,540	6,484,540	6,213,828	6,104,595
Transit	65						8,458,902	8,458,902	8,302,858	7,812,922
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	-22,377
Storm Water Utility	68						2,645,841	2,645,841	2,490,431	2,534,311
Other Business Type (city hosp., ISF, parking, etc.)	69						40,791,154	40,791,154	38,341,822	41,390,704
Enterprise DEBT SERVICE	70						2,467,156	2,467,156	10,161,250	1,705,046
Enterprise CAPITAL PROJECTS	71							0	0	0
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							78,409,690	82,329,863	75,590,153
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	91,668,010	30,504,501	5,205,250	27,735,351	66,433,895	0	299,956,697	276,429,860	279,269,521
Regular Transfers Out	75	6,105,848	46,406,838		522,155	1,898,015		66,862,856	52,843,189	59,380,860
Internal TIF Loan / Repayment Transfers Out	76			275,000				275,000	275,000	3,086,554
Total ALL Transfers Out	77	6,105,848	46,406,838	275,000	522,155	1,898,015	0	67,137,856	53,118,189	62,467,414
Total Expenditures & Fund Transfers Out (lines 74+77)	78	97,773,858	76,911,339	5,480,250	28,257,506	68,331,910	0	367,094,553	329,548,049	341,736,935
Ending Fund Balance June 30	79	35,318,790	33,240,774	9,527,373	19,270,223	26,517,707	0	318,070,889	324,393,944	329,081,002

REVENUES DETAIL

City Name: DAVENPORT
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 50,081,644	26,627,961		11,100,476	0			87,810,081	84,813,151	81,788,891
Less: Uncollected Property Taxes - Levy Year	2							0	0	372,716
Net Current Property Taxes (line 1 minus line 2)	3 50,081,644	26,627,961		11,100,476	0			87,810,081	84,813,151	81,416,175
Delinquent Property Taxes	4							0	0	17,366
TIF Revenues	5		6,820,587					6,820,587	8,227,659	7,205,502
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 2,044,111	1,185,656		435,292	0			3,665,059	3,464,386	3,657,955
Utility franchise tax (Iowa Code Chapter 364.2)	7 500,000			10,000				510,000	575,000	504,055
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9 1,400,000							1,400,000	1,400,000	1,412,592
Mobile Home Taxes	10 59,000							59,000	70,000	72,047
Hotel/Motel Taxes	11 3,200,000							3,200,000	3,000,000	3,503,689
Other Local Option Taxes	12	18,000,000						18,000,000	18,000,000	24,409,324
Subtotal - Other City Taxes (lines 6 thru 12)	13 7,203,111	19,185,656		445,292	0		30000	26,834,059	26,509,386	33,559,662
Licenses & Permits	14 2,148,500	150,000						2,328,500	2,348,500	2,562,683
Use of Money & Property	15 1,507,300	290,590		75,000			1,351,845	3,224,735	2,476,940	14,830,160
Intergovernmental:										
Federal Grants & Reimbursements	16 125,000	11,908,330			18,238,930		1,700,000	31,972,260	17,938,635	23,626,800
Road Use Taxes	17	13,000,000						13,000,000	13,000,000	14,383,014
Other State Grants & Reimbursements	18 1,576,500			142,000			560,000	2,278,500	2,021,500	6,245,466
Local Grants & Reimbursements	19 98,880							98,880	98,880	972,995
Subtotal - Intergovernmental (lines 16 thru 19)	20 1,800,380	24,908,330	0	142,000	18,238,930		2,260,000	47,349,640	33,059,015	45,228,275
Charges for Fees & Service:										
Water Utility	21							0	0	0
Sewer Utility	22						30,738,854	30,738,854	29,999,782	31,185,078
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25						887,400	887,400	887,400	891,125
Airport	26						201,000	201,000	222,420	222,571
Landfill/Garbage	27						7,530,463	7,530,463	7,314,430	7,597,526
Hospital	28							0	0	0
Transit	29						352,750	352,750	325,500	335,536
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						3,511,587	3,511,587	3,409,308	3,661,966
Other Fees & Charges for Service	33 4,274,727	185,000					38,930,859	43,390,586	40,012,011	48,522,931
Subtotal - Charges for Service (lines 21 thru 33)	34 4,274,727	185,000	0	0	0	0	82,152,913	86,612,640	82,170,851	92,416,733
Special Assessments	35	7,500						7,500	7,500	26,450
Miscellaneous	36 2,109,000	535,000		700,000	1,500,000		328,200	5,172,200	4,185,800	5,598,354
Other Financing Sources:										
Regular Operating Transfers In	37 27,887,728	1,829,719		10,300,000	21,119,280		5,726,129	66,862,856	52,843,189	59,380,860
Internal TIF Loan Transfers In	38 275,000							275,000	275,000	3,086,554
Subtotal ALL Operating Transfers In	39 28,162,728	1,829,719	0	10,300,000	21,119,280	0	5,726,129	67,137,856	53,118,189	62,467,414
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				27,473,700			27,473,700	27,944,000	17,725,000
Proceeds of Capital Asset Sales	41							0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 28,162,728	1,829,719	0	10,300,000	48,592,980	0	5,726,129	94,611,556	81,062,189	80,192,414
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 97,287,390	73,719,756	6,820,587	22,762,768	68,331,910	0	91,849,087	360,771,498	324,860,991	363,053,774
Beginning Fund Balance July 1	44 35,805,258	36,432,357	8,187,036	24,764,961	26,517,707	0	192,686,625	324,393,944	329,081,002	307,764,163
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 133,092,648	110,152,113	15,007,623	47,527,729	94,849,617	0	284,535,712	685,165,442	653,941,993	670,817,937

ADOPTED BUDGET SUMMARY

City Name: DAVENPORT
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
Revenues & Other Financing Sources										
Taxes Levied on Property	1 50,081,644	26,627,961		11,100,476	0	0		87,810,081	84,813,151	81,788,891
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	372,716
Net Current Property Taxes	3 50,081,644	26,627,961		11,100,476	0	0		87,810,081	84,813,151	81,416,175
Delinquent Property Taxes	4 0	0		0	0	0		0	0	17,366
TIF Revenues	5		6,820,587					6,820,587	8,227,659	7,205,502
Other City Taxes	6 7,203,111	19,185,656		445,292	0	0		26,834,059	26,509,386	33,559,662
Licenses & Permits	7 2,148,500	150,000					30,000	2,328,500	2,348,500	2,562,683
Use of Money and Property	8 1,507,300	290,590		75,000	0	0	1,351,845	3,224,735	2,476,940	14,830,160
Intergovernmental	9 1,800,380	24,908,330		142,000	18,238,930		2,260,000	47,349,640	33,059,015	45,228,275
Charges for Fees & Service	10 4,274,727	185,000		0	0	0	82,152,913	86,612,640	82,170,851	92,416,733
Special Assessments	11 0	7,500		0	0		0	7,500	7,500	26,450
Miscellaneous	12 2,109,000	535,000		700,000	1,500,000	0	328,200	5,172,200	4,185,800	5,598,354
Sub-Total Revenues	13 69,124,662	71,890,037	6,820,587	12,462,768	19,738,930	0	86,122,958	266,159,942	243,798,802	282,861,360
Other Financing Sources:										
Total Transfers In	14 28,162,728	1,829,719		10,300,000	21,119,280	0	5,726,129	67,137,856	53,118,189	62,467,414
Proceeds of Debt	15 0	0		0	27,473,700		0	27,473,700	27,944,000	17,725,000
Proceeds of Capital Asset Sales	16 0	0		0	0	0	0	0	0	0
Total Revenues and Other Sources	17 97,287,390	73,719,756	6,820,587	22,762,768	68,331,910	0	91,849,087	360,771,498	324,860,991	363,053,774
Expenditures & Other Financing Uses										
Public Safety	18 56,539,086	409,819						56,948,905	55,364,498	55,300,703
Public Works	19 4,020,002	15,697,786				0		19,717,788	19,138,003	18,265,385
Health and Social Services	20 0	0				0		0	0	0
Culture and Recreation	21 13,039,737	410,828				0		13,450,565	12,985,122	15,807,947
Community and Economic Development	22 3,569,288	13,197,855	5,205,250			0		21,972,393	21,853,592	17,131,324
General Government	23 14,499,897	788,213				0		15,288,110	14,876,289	16,060,858
Debt Service	24 0	0		27,735,351		0		27,735,351	32,453,946	31,599,940
Capital Projects	25 0	0		0	66,433,895	0		66,433,895	37,428,547	49,513,211
Total Government Activities Expenditures	26 91,668,010	30,504,501	5,205,250	27,735,351	66,433,895	0		221,547,007	194,099,997	203,679,368
Business Type Proprietary: Enterprise & ISF	27						78,409,690	78,409,690	82,329,863	75,590,153
Total Gov & Bus Type Expenditures	28 91,668,010	30,504,501	5,205,250	27,735,351	66,433,895	0	78,409,690	299,956,697	276,429,860	279,269,521
Total Transfers Out	29 6,105,848	46,406,838	275,000	522,155	1,898,015	0	11,930,000	67,137,856	53,118,189	62,467,414
Total ALL Expenditures/Fund Transfers Out	30 97,773,858	76,911,339	5,480,250	28,257,506	68,331,910	0	90,339,690	367,094,553	329,548,049	341,736,935
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -486,468	-3,191,583	1,340,337	-5,494,738	0	0	1,509,397	-6,323,055	-4,687,058	21,316,839
Beginning Fund Balance July 1	33 35,805,258	36,432,357	8,187,036	24,764,961	26,517,707	0	192,686,625	324,393,944	329,081,002	307,764,163
Ending Fund Balance June 30	34 35,318,790	33,240,774	9,527,373	19,270,223	26,517,707	0	194,196,022	318,070,889	324,393,944	329,081,002

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

12/20

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0	0			0
	32	-				0	0			0
	33	-				0	0			0
	34	-				0	0			0
	35	-				0	0			0
	36	-				0	0			0
	37	-				0	0			0
	38	-				0	0			0
	39	-				0	0			0
	40	-				0	0			0
	41	-				0	0			0
	42	-				0	0			0
	43	-				0	0			0
	44	-				0	0			0
	45	-				0	0			0
	46	-				0	0			0
	47	-				0	0			0
	48	-				0	0			0
	49	-				0	0			0
	50	-				0	0			0
	51	-				0	0			0
	52	-				0	0			0
	53	-				0	0			0
	54	-				0	0			0
	55	-				0	0			0
	56	-				0	0			0
	57	-				0	0			0
	58	-				0	0			0
	59	-				0	0			0
	60	-				0	0			0
TOTALS				23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0	0			0
	62	-				0	0			0
	63	-				0	0			0
	64	-				0	0			0
	65	-				0	0			0
	66	-				0	0			0
	67	-				0	0			0
	68	-				0	0			0
	69	-				0	0			0
	70	-				0	0			0
	71	-				0	0			0
	72	-				0	0			0
	73	-				0	0			0
	74	-				0	0			0
	75	-				0	0			0
	76	-				0	0			0
	77	-				0	0			0
	78	-				0	0			0
	79	-				0	0			0
	80	-				0	0			0
	81	-				0	0			0
	82	-				0	0			0
	83	-				0	0			0
	84	-				0	0			0
	85	-				0	0			0
	86	-				0	0			0
	87	-				0	0			0
	88	-				0	0			0
	89	-				0	0			0
	90	-				0	0			0
TOTALS				23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

LONG TERM DEBT SCHEDULE - LT DEBTS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

LONG TERM DEBT SCHEDULE - LT DEBT7

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2026	Interest Due FY 2026	Total Obligation Due FY 2026	Bond Reg./ Paying Agent Fees Due FY 2026	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	21,235,000	6,469,271	27,704,271	0	0	16,168,503	11,535,768
NON GO - TOTAL	2,409,449	510,941	2,920,390	0	0	2,920,390	0
GRAND - TOTAL	23,644,449	6,980,212	30,624,661	0	0	19,088,893	11,535,768

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2025 - June 30, 2026

City of: DAVENPORT

The City Council will conduct a public hearing on the proposed Budget at: City of Davenport City Hall Council Chambers 226 W 4th St. Davenport, IA 52801 Meeting Date: 4/16/2025 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				16.60672
The estimated tax levy rate per \$1000 valuation on Agricultural property is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (563) 326-7789	City Clerk/Finance Officer's NAME Barbara Gerlach			
		Budget FY 2026	Re-estimated FY 2025	Actual FY 2024
Revenues & Other Financing Sources				
Taxes Levied on Property	1	87,810,081	84,813,151	81,788,891
Less: Uncollected Property Taxes-Levy Year	2	0	0	372,716
Net Current Property Taxes	3	87,810,081	84,813,151	81,416,175
Delinquent Property Taxes	4	0	0	17,366
TIF Revenues	5	6,820,587	8,227,659	7,205,502
Other City Taxes	6	26,834,059	26,509,386	33,559,662
Licenses & Permits	7	2,328,500	2,348,500	2,562,683
Use of Money and Property	8	3,224,735	2,476,940	14,830,160
Intergovernmental	9	47,349,640	33,059,015	45,228,275
Charges for Fees & Service	10	86,612,640	82,170,851	92,416,733
Special Assessments	11	7,500	7,500	26,450
Miscellaneous	12	5,172,200	4,185,800	5,598,354
Other Financing Sources	13	27,473,700	27,944,000	17,725,000
Transfers In	14	67,137,856	53,118,189	62,467,414
Total Revenues and Other Sources	15	360,771,498	324,860,991	363,053,774
Expenditures & Other Financing Uses				
Public Safety	16	56,948,905	55,364,498	55,300,703
Public Works	17	19,717,788	19,138,003	18,265,385
Health and Social Services	18	0	0	0
Culture and Recreation	19	13,450,565	12,985,122	15,807,947
Community and Economic Development	20	21,972,393	21,853,592	17,131,324
General Government	21	15,288,110	14,876,289	16,060,858
Debt Service	22	27,735,351	32,453,946	31,599,940
Capital Projects	23	66,433,895	37,428,547	49,513,211
Total Government Activities Expenditures	24	221,547,007	194,099,997	203,679,368
Business Type / Enterprises	25	78,409,690	82,329,863	75,590,153
Total ALL Expenditures	26	299,956,697	276,429,860	279,269,521
Transfers Out	27	67,137,856	53,118,189	62,467,414
Total ALL Expenditures/Transfers Out	28	367,094,553	329,548,049	341,736,935
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-6,323,055	-4,687,058	21,316,839
Beginning Fund Balance July 1	30	324,393,944	329,081,002	307,764,163
Ending Fund Balance June 30	31	318,070,889	324,393,944	329,081,002

City of Davenport

FY 2026 Budget Summary Overview



Fund	Revenues			Expenditures							Budgeted Excess/ (Deficiency)
	Projected Revenues	Transfers In	Total Resources	Salaries & Benefits	Supplies & Services	Equipment/ Capital	Allocated Costs	Debt Service	Transfers Out	Total Expenditures	
General Funds											
General Fund	60,579,980	1,849,560	62,429,540	48,247,484	7,871,959	58,500	6,749,015	-	79,719	63,006,677	(577,137)
Special Public Safety	-	-	-	229,516	-	-	-	-	550,000	779,516	(779,516)
Hotel/Motel Tax Fund	3,200,000	-	3,200,000	184,675	1,889,126	-	65,424	-	1,105,000	3,244,225	(44,225)
Trust and Agency	26,484,909	202,547	26,687,456	23,247,693	-	-	3,124,618	-	-	26,372,311	315,145
Total General Funds	90,264,889	2,052,107	92,316,996	71,909,368	9,761,085	58,500	9,939,057	-	1,734,719	93,402,729	(1,085,733)
Special Revenue Funds											
Self-Supporting Improvement Districts	1,152,996	-	1,152,996	-	1,152,996	-	-	-	-	1,152,996	-
Fair Housing Fund	96,000	-	96,000	124,451	25,600	-	-	-	-	150,051	(54,051)
HUD Section 8	4,855,000	-	4,855,000	492,483	4,254,800	-	138,237	-	-	4,885,520	(30,520)
Community Development Block Grant	3,521,963	300,000	3,821,963	126,499	3,119,384	-	107,506	-	438,622	3,792,011	29,952
Community Development Loan Pool/Sp. Revenue	3,417,115	-	3,417,115	-	3,662,401	-	-	-	356,332	4,018,733	(601,618)
ARPA Fund	208,842	-	208,842	208,842	-	-	-	-	-	208,842	-
Road Use Tax	13,180,000	1,600,000	14,780,000	8,384,577	2,298,250	555,300	2,064,786	-	2,400,000	15,702,913	(922,913)
Riverfront Improvement Fund	315,000	75,000	390,000	101,653	210,200	-	5,291	-	52,500	369,644	20,356
Youth Sports	100,000	79,719	179,719	171,386	39,000	-	-	-	-	210,386	(30,667)
Local Option Sales Tax	18,107,500	150,000	18,257,500	2,130,540	205,000	741,192	184,127	-	16,873,763	20,134,622	(1,877,122)
Total Special Revenue Funds	44,954,416	2,204,719	47,159,135	11,740,431	14,967,631	1,296,492	2,499,947	-	20,121,217	50,625,718	(3,466,583)
Proprietary Funds											
Sewer Maintenance	27,253,787	-	27,253,787	3,722,442	796,195	378,000	1,700,565	9,065,457	9,263,914	24,926,573	2,327,214
Water Pollution Control Plant	3,852,442	9,193,914	13,046,356	5,063,501	3,441,700	680,500	1,415,881	839,523	9,950,000	21,391,105	(8,344,749)
Solid Waste Collection	7,560,463	-	7,560,463	3,461,828	1,473,910	150,000	1,398,802	908,038	-	7,392,578	167,885
Clean Water Utility	3,591,587	-	3,591,587	1,747,006	543,840	76,000	285,495	117,346	780,000	3,549,687	41,900
Parking	1,045,800	-	1,045,800	434,302	438,097	-	269,845	-	200,000	1,342,244	(296,444)
Transit	7,555,679	-	7,555,679	4,258,439	3,028,676	-	1,171,787	-	-	8,458,902	(903,223)
Airport	339,045	-	339,045	129,637	145,099	-	82,077	-	-	356,813	(17,768)
Transload	-	-	-	-	8,500	-	-	-	-	8,500	(8,500)
RiverCenter Operating	6,936,200	755,000	7,691,200	-	7,366,722	-	223,128	101,350	-	7,691,200	-
Golf Course Operating	2,445,000	-	2,445,000	1,057,374	884,000	-	394,724	-	-	2,336,098	108,902
River's Edge Sports Center	785,600	50,000	835,600	394,738	290,570	-	109,910	-	-	795,218	40,382
Total Enterprise Funds	61,365,603	9,998,914	71,364,517	20,269,267	18,417,309	1,284,500	7,052,214	11,031,714	20,193,914	78,248,918	(6,884,401)
Information Management Systems	3,227,311	-	3,227,311	1,571,311	778,000	-	878,000	-	-	3,227,311	-
Employee Insurance	19,357,128	-	19,357,128	142,565	18,105,990	-	41,958	-	750,000	19,040,513	316,615
Risk Management	7,331,420	70,000	7,401,420	1,214,397	5,931,270	-	265,107	-	250,000	7,651,420	(250,000)
Total Internal Service Funds	29,915,859	70,000	29,985,859	2,928,273	24,815,260	-	1,185,065	-	1,000,000	29,919,244	66,615
Total Proprietary Funds	91,281,462	10,068,914	101,350,376	23,197,540	43,232,569	1,284,500	8,237,279	11,031,714	21,193,914	108,168,162	(6,817,786)
Debt Service Funds											
General Debt Service	12,462,768	10,300,000	22,762,768	-	-	-	-	16,455,206	522,155	16,977,361	5,785,407
Tax Increment Debt Service	6,820,587	-	6,820,587	-	5,205,250	-	-	2,715,587	275,000	8,195,837	(1,375,250)
Total Debt Service Funds	19,283,355	10,300,000	29,583,355	-	5,205,250	-	-	19,170,793	797,155	25,173,198	4,410,157
Total Capital Project Funds	47,212,630	21,119,280	68,331,910			66,433,895			1,898,015	68,331,910	-
TOTAL FY 2026 BUDGET	292,996,752	45,745,020	338,741,772	106,847,339	73,166,535	69,073,387	20,676,283	30,202,507	45,745,020	345,701,717	(6,959,945)

City of Davenport



FY 2026 Budget - Changes in Fund Balance by Fund

Fund	Beginning Fund Balance 6/30/2024	FY 2025 Revenues	FY 2025 Expenditures	Beginning Fund Balance 6/30/2025	FY 2026 Revenues	FY 2026 Expenditures	Budgeted Excess/ (Deficiency)	Est. Ending Fund Balance 6/30/2026
General Funds								
General Fund	18,831,935	60,308,662	60,908,621	18,231,976	62,429,540	63,006,677	(577,137)	17,654,839
Special Public Safety	4,104,060	-	681,671	3,422,389	-	779,516	(779,516)	2,642,873
Special Library Levy	1,630,220	-	-	1,630,220	-	-	-	1,630,220
Hotel/Motel Tax Fund	4,188,163	3,200,000	3,206,452	4,181,711	3,200,000	3,244,225	(44,225)	4,137,486
Disaster Fund	2,039,989	-	-	2,039,989	-	-	-	2,039,989
Trust and Agency	5,885,392	25,990,690	25,824,049	6,052,033	26,687,456	26,372,311	315,145	6,367,178
Total General Funds	36,679,759	89,499,352	90,620,793	35,558,318	92,316,996	93,402,729	(1,085,733)	34,472,585
Special Revenue Funds								
Self-Supporting Improvement Districts	1,271,691	1,164,529	1,164,529	1,271,691	1,152,996	1,152,996	-	1,271,691
Fair Housing Fund	(37,486)	96,000	152,479	(93,965)	96,000	150,051	(54,051)	(148,016)
HUD Section 8	338,848	4,955,000	4,965,131	328,717	4,855,000	4,885,520	(30,520)	298,197
Community Development Block Grant	(41,084)	3,779,704	3,684,417	54,203	3,821,963	3,792,011	29,952	84,155
Community Development Loan Pool/Sp. Revenue	3,119,995	4,249,269	4,311,359	3,057,905	3,417,115	4,018,733	(601,618)	2,456,287
ARPA Fund	3,270,808	496,605	496,605	3,270,808	208,842	-	-	3,270,808
Justice Crime Analytics Grant	-	211,647	211,647	-	-	-	-	-
Road Use Tax	6,398,438	14,800,000	14,406,336	6,792,102	14,780,000	15,702,913	(922,913)	5,869,189
Riverfront Improvement Commission	264,315	390,000	355,927	298,388	390,000	369,644	20,356	318,744
Youth Sports	55,314	189,719	203,266	41,767	179,719	210,386	(30,667)	11,100
Metropolitan Coalition	38,190	-	-	38,190	-	-	-	38,190
Local Option Sales Tax	21,212,483	18,257,500	18,091,407	21,378,576	18,257,500	20,134,622	(1,877,122)	19,501,454
Total Special Revenue Funds	35,891,512	48,589,973	48,043,103	36,438,382	47,159,135	50,625,718	(3,466,583)	32,971,799
Proprietary Funds								
Sewer Maintenance	28,372,422	26,721,164	24,354,022	30,739,564	27,253,787	24,926,573	2,327,214	33,066,778
Water Pollution Control Plant	(15,002)	12,775,813	12,388,202	372,609	13,046,356	21,391,105	(8,344,749)	(7,972,140)
Solid Waste Collection	3,167,123	7,344,430	7,113,930	3,397,623	7,560,463	7,392,578	167,885	3,565,508
Clean Water Utility	3,302,256	3,489,308	3,143,623	3,647,941	3,591,587	3,549,687	41,900	3,689,841
Parking	124,590	1,048,800	1,325,122	(151,732)	1,045,800	1,342,244	(296,444)	(448,176)
Transit	4,697,405	7,264,555	8,302,858	3,659,102	7,555,679	8,458,902	(903,223)	2,755,879
Airport	11,127	319,530	394,551	(63,894)	339,045	356,813	(17,768)	(81,662)
Transload	417,245	5,000	5,000	417,245	-	8,500	(8,500)	408,745
Heritage Housing	5,245,978	-	-	5,245,978	-	-	-	5,245,978
Scattered Sites	385,119	-	-	385,119	-	-	-	385,119
RiverCenter Operating	796,452	5,817,600	5,850,367	763,685	7,691,200	7,691,200	-	763,685
Golf Course Operating	478,275	2,264,540	2,274,185	468,630	2,445,000	2,336,098	108,902	577,532
River's Edge Sports Center	9,785	834,800	832,121	12,464	835,600	795,218	40,382	52,846
Total Enterprise Funds	46,992,775	67,885,540	65,983,981	48,894,334	71,364,517	78,248,918	(6,884,401)	42,009,933
Internal Service Funds								
Information Management Systems	-	3,080,273	3,080,273	-	3,227,311	3,227,311	-	-
Employee Insurance	16,459,817	17,886,294	18,107,265	16,238,846	19,357,128	19,040,513	316,615	16,555,461
Risk Management	11,432,914	7,170,539	7,170,539	11,432,914	7,401,420	7,651,420	(250,000)	11,182,914
Total Internal Service Funds	27,892,731	28,137,106	28,358,077	27,671,760	29,985,859	29,919,244	66,615	27,738,375
Total Proprietary Funds	74,885,506	96,022,646	94,342,058	76,566,094	101,350,376	108,168,162	(6,817,786)	69,748,308
Debt Service Funds								
General Debt Service	31,520,557	22,322,123	17,329,644	36,513,036	22,762,768	16,977,361	5,785,407	42,298,443
Tax Increment Debt Service	8,197,036	8,227,659	8,237,659	8,187,036	6,820,587	8,195,837	(1,375,250)	6,811,786
Total Debt Service Funds	39,717,593	30,549,782	25,567,303	44,700,072	29,583,355	25,173,198	4,410,157	49,110,229
Total Capital Project Funds	26,517,707	39,390,127	39,390,127	26,517,707	68,331,910	68,331,910	-	26,517,707
TOTALS	213,692,077	304,051,880	297,963,384	219,780,573	338,741,772	345,701,717	(6,959,945)	212,820,628

City of Davenport

Department: Finance

Contact Info: Chad Dyson | 563-328-7275

Action / Date

4/23/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Duck Creek Park Improvements project. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

This project will address court surface repairs, apply new color seal and lines, posts and nets, and fencing. The project will also convert one existing tennis court to four new pickleball courts. Additional enhancements include connecting walking paths, shade structures, and benches.

This project is funded through CIP #64101.

Attachments:

1. Resolution
2. Duck Creek Park Plans
3. Project Manual

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Duck Creek Park Improvements project, CIP #64101.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Duck Creek Park Improvements project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Duck Creek Park Improvements project.

Passed and approved this 23rd day of April, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



22 East Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcock**design**group.com

Duck Creek Park Court Improvements - CIP #64101

3300 East Locust Street, Davenport, Iowa, 52803

City of Davenport
700 West River Drive, Davenport, Iowa, 52803

Construction Documentation December 18, 2024

Project Team

Landscape Architect Sheets: L-series
Hitchcock Design Group
22 East Chicago Avenue, Suite 200A
Naperville, Illinois 60540
T 630.961.1787

Civil Engineer Sheets C-series
IMEG Corporation
1717 State Street, Suite 201
Bettendorf, IA 52722
T 630.527.2320

General Notes

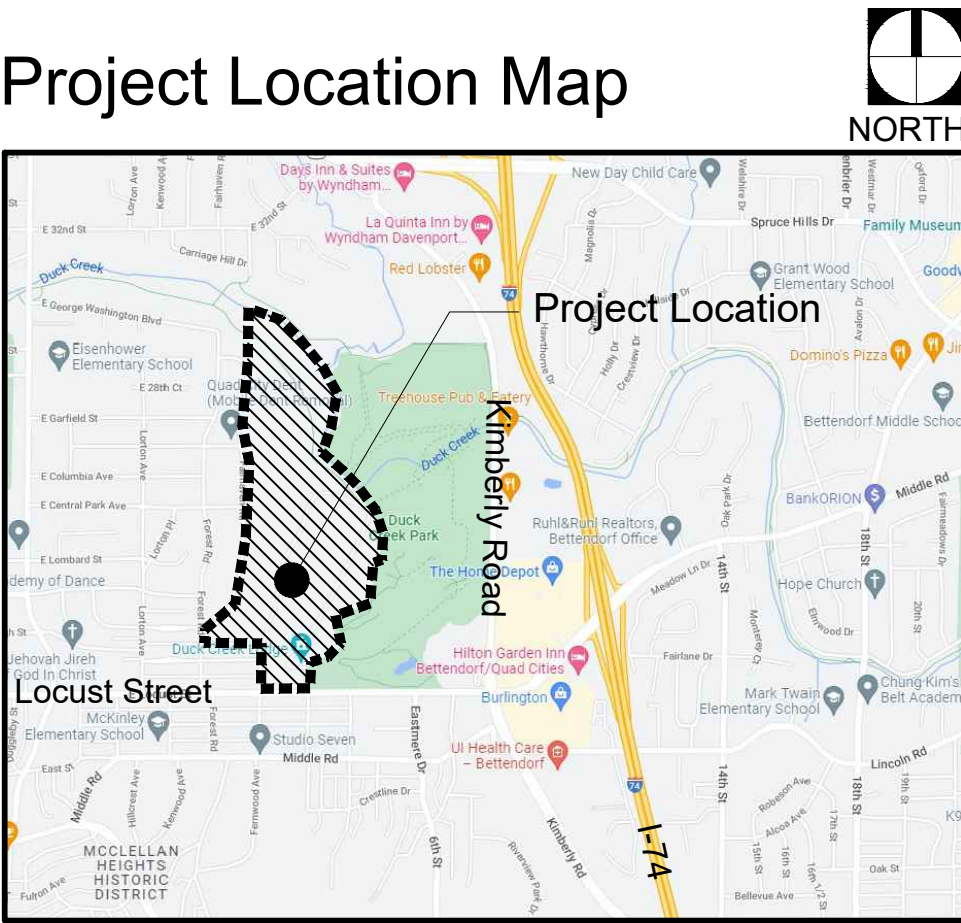
1. Basemap information obtained from plans prepared by IMEG Corporation received September 28, 2022.
2. Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
3. Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
4. Refer to specifications for additional conditions, standards and notes.
5. The plans and specifications are intended to be completed entirely by the contractor. Unless clearly identified as "By Owner," all work contained within is the responsibility of the general contractor.

Sheet Index

<u>L-Series</u>	
L0.1	Plan Project Items
L0.2	Plan Project Items
L1.0	Existing Conditions Plan
L2.0	Site Preparation and Removals Plan
L3.0	Layout and Materials Plan
L4.0	Planting Plan
L5.0	Details
L5.1	Details
L5.2	Details
L5.3	Details
L5.4	Details

<u>C-Series</u>	
C1.0	Civil Notes and Legend
C2.0	Erosion Control Plan
C2.1	Detailed Grading Plan
C3.0	Storm Plan and Profile
C4.0	Civil Details

Project Location Map



J:\Projects\Naperville\Davenport, City of\Duck Creek\03 Graphics\02 DD-C010.1 Plan Project Items.dwg

Item #	Item Description	Reference	Item Code	QTY	Unit	Incidental or Included Items
Section 2010 - Earthwork, Subgrade, and Subbase						
1	Topsoil, On-site	2010, 1.08, D, 1	2010-108-D-1	555	CY	Stripping and stockpiling topsoil, preparing the topsoil placement area by tillage or ripping, re-spreading the topsoil, additional tillage to address compaction during placement; and removal of clods, roots, stones, and other undesirable materials.
2	Topsoil, Compost Amended	2010, 1.08, D, 2	2010-108-D-2	61	CY	Preparing the placement area by tillage or ripping and furnishing, transporting, placing, and incorporating compost at bio-swale
Section 4030 - Sewers and Drains						
3	Flared End Section, Type 2 Apron,	4030, 1.08, B	4030-108-B-0	1	EA	Trench excavation, dewatering, furnishing and installing pipe, furnishing, placing, and compacting bedding and backfill, material, connectors, and other appurtenances.
Section 4040 - Subdrains and Footing Drains						
4	Subdrain, Solid Wall PVC, 8"	4040, 1.08, A	4040-108-A-0	484	LF	Trench excavation, furnishing and placing bedding and backfill material, engineering fabric (when specified), connectors, and elbows and tees. The length of elbows and tees of the pipes installed will be included in the length of pipe measured.
5	Subdrain Cleanout, Type A-1, 8"	4040, 1.08, C,1	4040-108-C-1	2	EA	Cleanout casting, cover, concrete base, and connection fittings
Section 6010 - Structures for Sanitary and Storm Sewers						
6	Manhole, PCC SW-401,	6010, 1.08, A	6010-108-A-0	2	EA	Excavation, furnishing and installing pipe, lining (if specified), furnishing, placing, and compacting bedding and backfill material, base, structural concrete, reinforcing steel, precast units (if used), concrete fillets, pipe connections, castings, and adjustment rings.
Section 7010 - Portland Cement Concrete Pavement						
7	Pavement, PCC, 5"	7010, 1.08, A	7010-108-A-0	679	SY	Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing.
Section 7040 - Pavement Rehabilitation						
8	Pavement Removal	7040, 1.08, H	7040-108-H-0	4615	SY	Sawing, breaking, removing, and disposing of existing pavement and reinforcing steel.
Section 9010 - Seeding						
9	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2	9010, 1.08, B	9010-108-B-0	4513	SY	Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
Section 9030 - Plant Material and Planting						
10	"Acer saccharum 'Cresendo' / Crescendo Sugar Maple, B & B"	9030, 1.08, C	9030-108-C-0	2	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
11	Celtis occidentalis 'Chicagoland' / Chicagoland Hackberry, B & B	9030, 1.08, C	9030-108-C-0	2	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
12	Platanus occidentalis / American Sycamore, B & B	9030, 1.08, C	9030-108-C-0	1	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
13	Quercus macrocarpa / Bur Oak, B & B	9030, 1.08, C	9030-108-C-0	1	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
14	Cercis canadensis 'Appalachian Red' / Appalachian Red Eastern Redbud, B & B	9030, 1.08, C	9030-108-C-0	6	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
Section 9040 - Erosion and Sediment Control						
15	Silt Fence	9040, 1.08, N, 1	9040-108-N-1	1163	LF	Subgrade stabilization fabric.
Section 9060 - Fence						
16	Chainlink Fence, Tennis/Pickleball, 10' Ht.	9060, 1.08, A	9060-108-A-0	1000	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
17	Chainlink Fence, Tennis/Pickleball, 8' Ht.	9060, 1.08, A	9060-108-A-0	200	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
18	Chainlink Fence, Tennis/Pickleball, 4' Ht.	9060, 1.08, A	9060-108-A-0	184	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
19	"Chainlink Fence, Tennis/Pickleball, 4' Ht. Divider Fence"	9060, 1.08, A	9060-108-A-0	184	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.

20	"Chainlink Fence, Tennis/Pickleball Gates, 4' Ht., Single Swing"	9060, 1.08, B	9060-108-B-0	2	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
21	"Chainlink Fence, Tennis/Pickleball Gates, 8' Ht., Single Swing"	9060, 1.08, B	9060-108-B-0	2	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
22	"Chainlink Fence, Tennis/Pickleball Gates, 10' Ht., Single Swing"	9060, 1.08, B	9060-108-B-0	4	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
23	"Chainlink Fence, Tennis/Pickleball Gates, 10' Ht., Double Swing"	9060, 1.08, B	9060-108-B-0	2	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
24	Removal of Fence	9060, 1.08, E	9060-108-E-0	1110	LF	Off-site disposal of fence (including posts, concrete encasement of posts, gates, grounds, and barbed wire) and placing and compacting backfill material in post holes.
Section 11,010 - Construction Survey						
25	Construction Survey	11,010, 1.08, A	11,010-108-A	1.000000	LS	The costs of resetting project control points, re-staking, and any additional staking requested beyond the requirements of this section.
Section 11,020 - Mobilization						
26	Mobilization	11,020 1.08, A	11,020-108-A	1.000000	LS	The movement of personnel, equipment, and supplies to the project site; the establishment of offices, buildings, and other facilities necessary for the project; and bonding, permits, and other expenses incurred prior to construction.
Section 11,050 - Concrete Washout						
27	Concrete Washout	11,050, 1.08, A	11,050-108-A-0	1.000000	EA	Providing concrete washwater containment, collection, and disposal.
Special Provision Items						
28	Tennis Nets Installation	Special Provisions	129300	5	EA	Install including layout, footings, equipment assembly, and installation compliance.
29	Pickleball Nets Installation	Special Provisions	129300	4	EA	Install including layout, footings, equipment assembly, and installation compliance.
30	Inlet Protection	Special Provisions	311000	4	EA	Filter tube protection product installation, maintenance, and removal.
31	Tree Protection	Special Provisions	311000	748	LF	Tree protection fence post, fabric, maintenance, and removal.
32	Removal and Disposal of Tree	Special Provisions	311000	8	EA	Removal of tree and stump and backfill in area where roots have been removed, and removal and disposal of all materials.
33	Remove Tennis Netting/Posts	Special Provisions	311000	6	EA	Removal and disposal of tennis nets, posts, and footings.
34	Remove Concrete Bollards	Special Provisions	311000	14	EA	Removal and disposal of concrete bollards, and placing and compacting backfill material in post holes.
35	Balanced Earthwork	Special Provisions	312000.000000	2750	CY	On site excavation and placement.
36	Sport Court Asphalt Paving	Special Provisions	321216	4815	SY	Asphalt mix with asphalt binder, tack, coats between layers, construction zone protection, and quality control.
37	Sport Court Color Coat	Special Provisions	321216	4815	SY	Acrylic surface coating, construction zone protection, and quality control.
38	Sport Court Striping, Pickleball/Tennis	Special Provisions	321216	9	EA	Sport court striping for tennis and pickleball.
39	Chainlink Fence Pickleball, Saftey Cap	Special Provisions	323113	184	LF	Saftey cap installed on top of 4' ht chain link pickleball divider fencing.
40	Pickleball/Tennis Windscreen	Special Provisions	323113	1052	LF	Windscreen fabric attached to surrounding chain link fences.
41	Mulch	Special Provisions	329300	1	CY	Double shredded hardwood mulch.
42	Wet Native Plug Mix	Special Provisions	329300.0000	555	EA	Wet Native Plug Mix installation.
43	Storm Inlet	Special Provisions	334100	1	EA	5" Hickenbottom surfaced inlet in bioswale.



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

PREPARED FOR

City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT

Duck Creek Park Court Improvements

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS

Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

Construction Documentation
December 18, 2024

REVISIONS

No	Date	Issue

CHECKED BY
EFH / ARH

DRAWN BY
CAS

SHEET TITLE

Plan Project Items

SHEET NUMBER

L0.1

©2024 Hitchcock Design Group

Alternate 1: Core Area Walk & Shelter						
A1	Pavement, PCC, 5"	7010, 1.08, A	7010-108-A-0	200	SY	Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing.
A2	Shelter (Installation)	Special Provisions	129300	1	LS	Take delivery and install shelter purchased by owner according to manufacturers instructions including footings.
A3	Omit Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2	9010, 1.08, B	9010-108-B-0	(200)	SY	Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
A4	Aronia melanocarpa `Morton` / Iroquois Beauty TM Black Chokeberry, 36" Ht.	9030, 1.08, C	9030-108-C-0	12	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
A5	Sporobolus heterolepis / Prairie Dropseed, 1 gal.	9030, 1.08, C	9030-108-C-0	12	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
A6	Allium tanguticum 'Summer Beauty' / Summer Beauty Globe Lily, bulb	9030, 1.08, C	9030-108-C-0	15	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
Contingency Allowance						
CA	Construction Contingency - Enter \$30,000	NA	NA	1	LS	The bid tabulation includes an item for a contingency allowance. This item shall include the cost of all labor, equipment and materials required for unforeseen circumstances. This item shall be used only with prior authorization and written approval of the Engineer. This item shall be bid per lump sum in the amount of \$30,000. Payment shall be made based upon approved individual incidences.

J:\Projects\Naperville\Davenport, City of\Duck Creek\02 Graphics\02 DD-CDD\0.1 Plan Project Items.dwg



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

PREPARED FOR
City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT
Duck Creek Park
Court Improvements

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
EFH / ARH

DRAWN BY
CAS

SHEET TITLE
Plan Project Items

SHEET NUMBER

L0.2

©2024 Hitchcock Design Group

HITCHCOCK
DESIGN
GROUP

creating better places[®]

22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
[hitchcockdesigngroup.com](#)

PREPARED FOR

City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT

Duck Creek Park
Court Improvements

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS

Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

Construction Documentation
December 18, 2024

REVISIONS

No	Date	Issue

CHECKED BY
EFH / ARH

DRAWN BY
CAS

SHEET TITLE

Existing Conditions Plan

SCALE IN FEET
1" = 20'

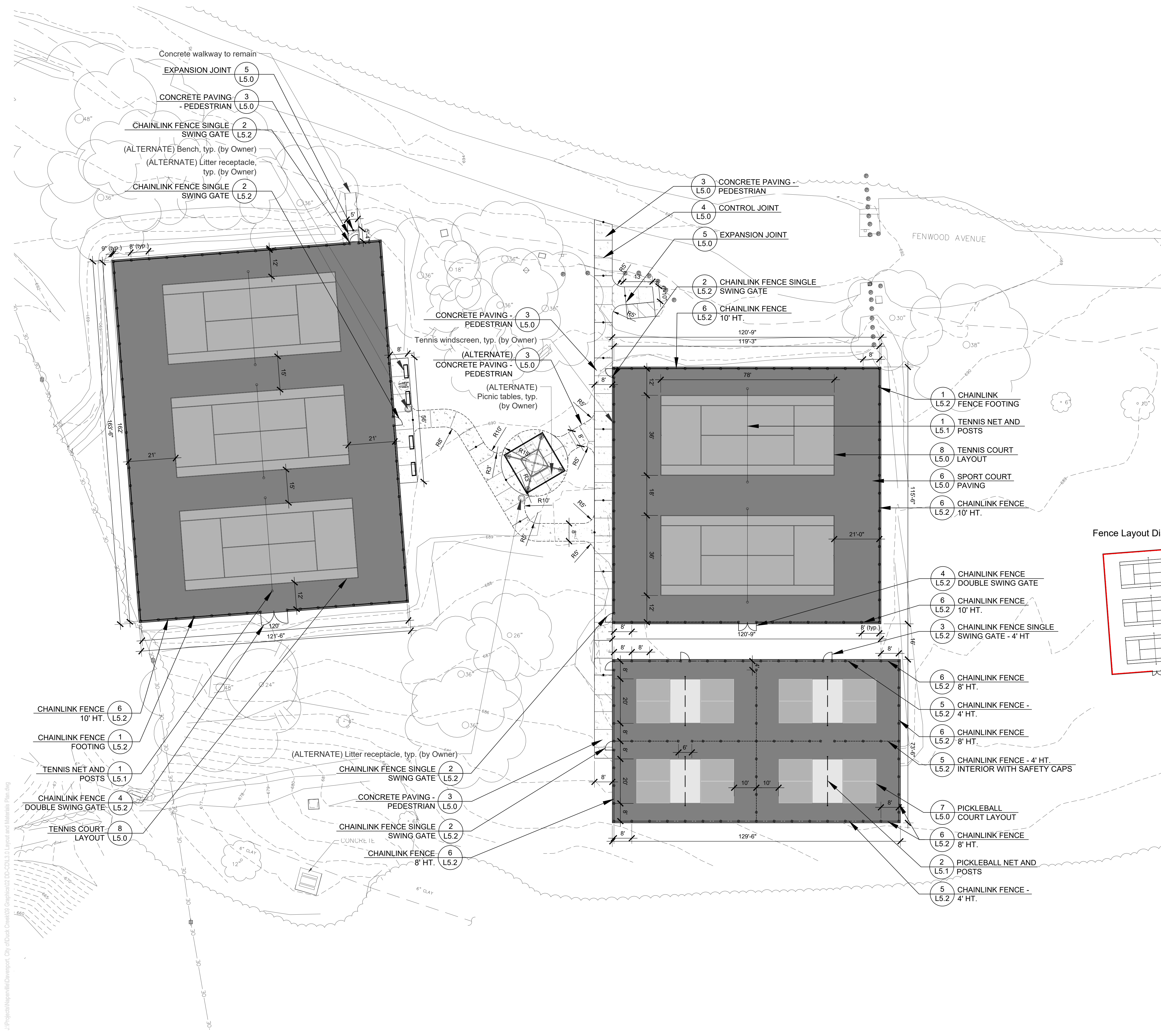
0' 10' 20' 60'

NORTH

SHEET NUMBER

L1.0

©2024 Hitchcock Design Group



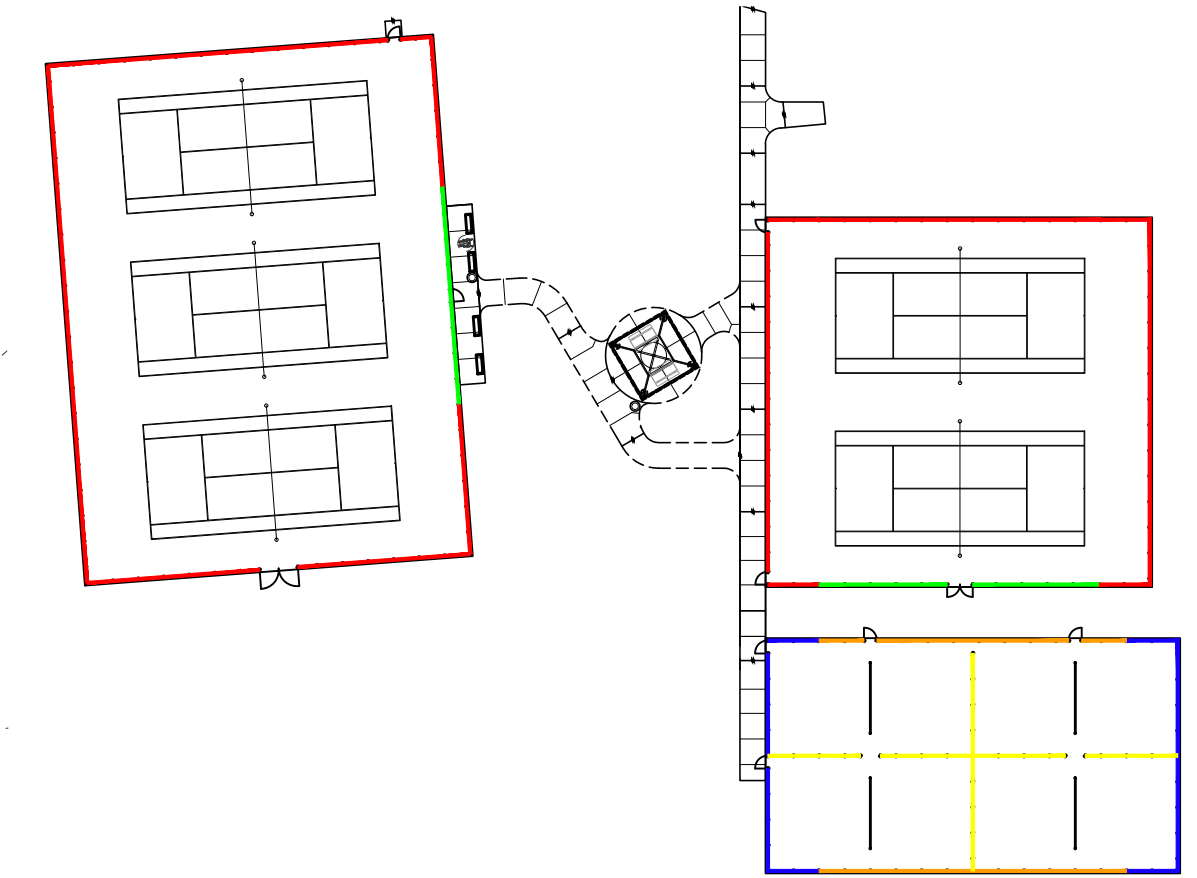
LAYOUT NOTES

- 1. Contractor responsible for field layout of all new improvements. Digital files of geometric information will be provided upon request in AutoCAD format. No additional payment will be made for adjustments necessary to construct the work as drawn.
2. Contractor responsible to coordinate work in order to obtain approval of all layout by Owners Representative prior to construction. No additional payment will be made to correct work if constructed incorrectly without pre-approval by Owners Representative.
3. Contractor responsible to maintain all layout stakes during construction. No additional payment will be made to replace layout stakes.
4. Place stakes at edges of sport courts and every 25 feet on center along centerline of all pathways for review by the Owner's Representative prior to earthwork operations.
5. All curves and radii to be smooth and not segmented.
6. Contractor to provide layout stakes every 10 feet minimum for large arcs where radius points are not accessible.
7. Adjustment to stake locations due to discrepancies between coordinates and dimensions is incidental to the contract. No additional payments will be made for this work.
8. Contractor responsible to take delivery, assemble and install all materials and furnishings per manufacturer's instructions.
9. Place control and expansion joints as shown on plans and details for all curbs, walks, walls, steps, and concrete paving. Where joints are not shown, place control joints a maximum of 10 feet on center, expansion joints a maximum of 30 feet on center, and between all separate pours.
10. Refer to specifications for additional conditions, standards and notes.

LAYOUT LEGEND

- Expansion Joint
Chainlink Fence - 4' Ht.
Chainlink Fence - 4' Ht. Interior Fence with Safety Cap
Chainlink Fence - 8' Ht. with Windscreen
Chainlink Fence - 10' Ht.
Chainlink Fence - 10' Ht. with Windscreen
Concrete Paving
Sport Court Paving - Color A
Sport Court Paving - Color B
Sport Court Paving - Color C

Fence Layout Diagram



- Chainlink Fence - 4' Ht.
Chainlink Fence - 4' Ht. Interior Fence with Safety Cap
Chainlink Fence - 8' Ht. with Windscreen
Chainlink Fence - 10' Ht.
Chainlink Fence - 10' Ht. with Windscreen



22 E. Chicago Avenue Suite 200A Naperville, IL 60540 T 630.961.1787 hitchcockdesigngroup.com

PREPARED FOR City of Davenport

PROJECT Duck Creek Park Court Improvements

3300 E Locust Street Davenport, IA 52803

CONSULTANTS Civil Engineer IMEG Corp. 1717 State Street, Suite 201 Bettendorf, IA 52722

Construction Documentation December 18, 2024 REVISIONS

Table with 3 columns: No, Date, Issue. Contains 5 empty rows for revisions.

CHECKED BY EFH / ARH DRAWN BY CAS

SHEET TITLE Layout and Materials Plan

SCALE IN FEET 1" = 20'



NORTH SHEET NUMBER

L3.0



700 West River Drive,
Davenport, IA, 52801

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

ORNAMENTAL TREE				
	CCA	Cercis canadensis 'Appalachian Red' Appalachian Red Eastern Redbud	8' Ht. Multi-Stem	6

ORNAMENTAL GRASSES (ALTERNATE)				
●	SHE	Sporobolus heterolepis Prairie Dropseed	1 gal	12

PERENNIALS (ALTERNATE)				
O	ASB	Allium x 'Summer Beauty' Summer Beauty Ornamental Onion	1 gal	15

1. Seed limit line is approximate. Seed to limits of grading and disturbance. Contractor responsible for restoration of any unauthorized disruption outside of designated construction area.
2. Contractor responsible for erosion control in all seeded areas
3. Tree mulch rings in turf areas are 5 foot diameter, typical. Contractor shall provide a mulch ring around all existing trees within the limit of work. Remove all existing grass from area to be mulched and provide a typical v-trench edge.

4. Bedlines are to be spade cut to a minimum depth of 3 inches unless otherwise shown on the plans. Curved bedlines are to be smooth and not segmented.

5. Do not locate plants within 10' of utility structures, or within 5' horizontally of underground utility lines unless otherwise shown on the plans. Consult with Landscape Architect if these conditions exist.

6. Refer to specifications for additional conditions, standards and notes.

	Turf Seeding
	Turf Seeding with Erosion Control Blanket
	Turf Seeding Area (Base Bid)
-----	Approximate Seed Limits, typ.
	Native Basin Bottom Plug Mix

Plant plugs in clumps ranging in size from 100 sqft to 500 sqft. A minimum of 5 species and a maximum of 10 species shall be planted per clump with no more than 100 plants of any one species per clump.

Construction Documentation
December 18, 2024
REVISIONS

[illegible]

CHECKED BY
EFH / ARH

DRAWN BY
CAS

SHEET TITLE

Planting Plan

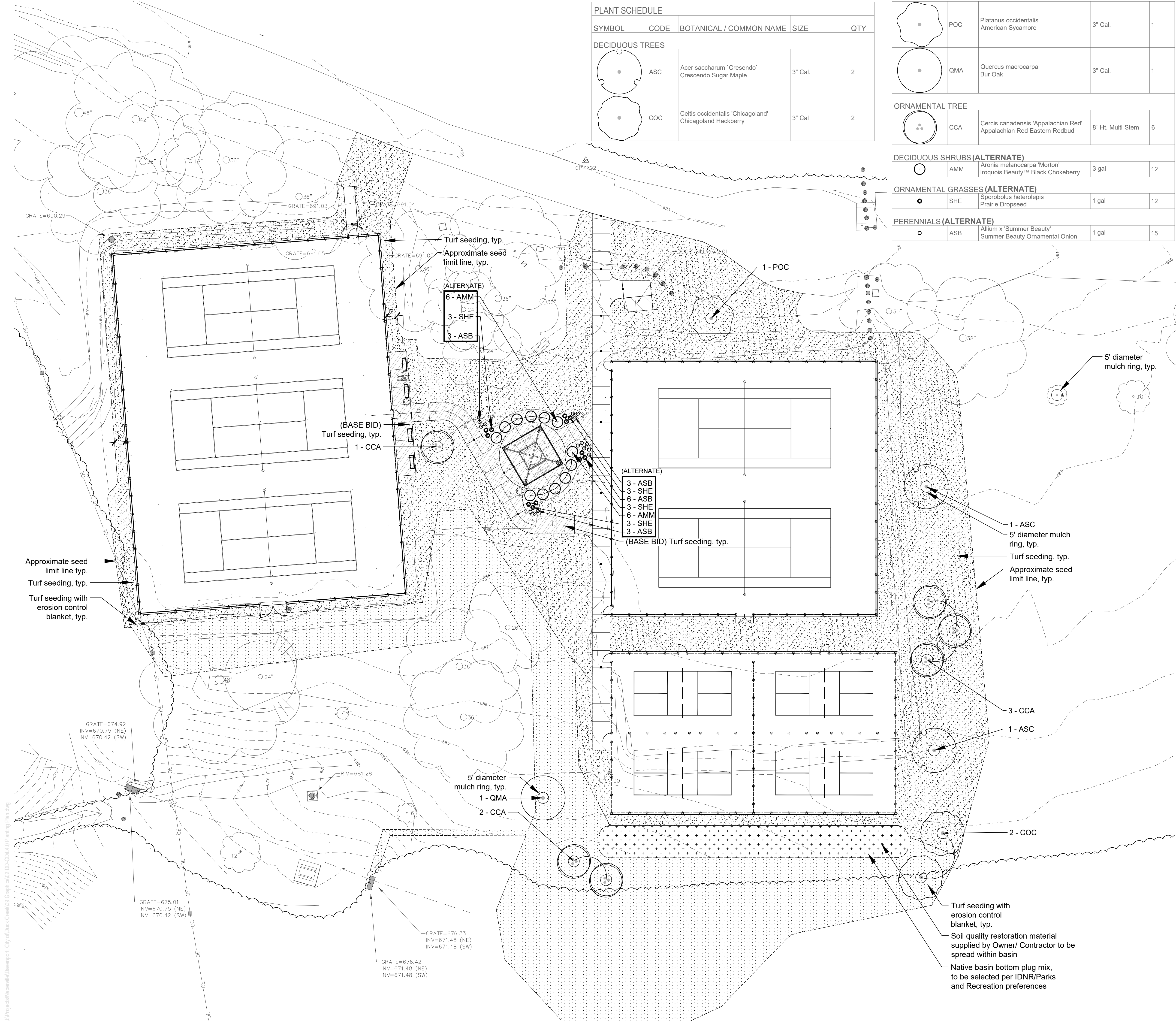
SCALE IN FEET
1" = 20'

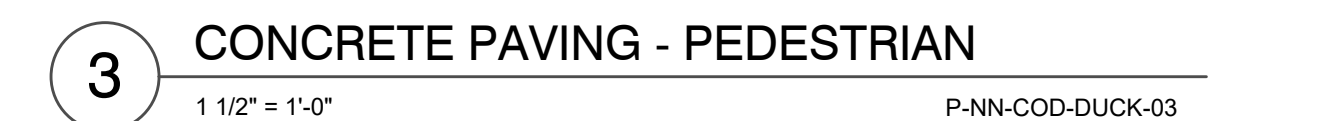


NORTH SHEET NUMBER



©2024 Hitchcock Design Group





CHECKED BY
EFH / ARH

DRAWN BY
CAS

SCALE IN FEET
as noted



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

PREPARED FOR
City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT
**Duck Creek Park
Court Improvements**

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

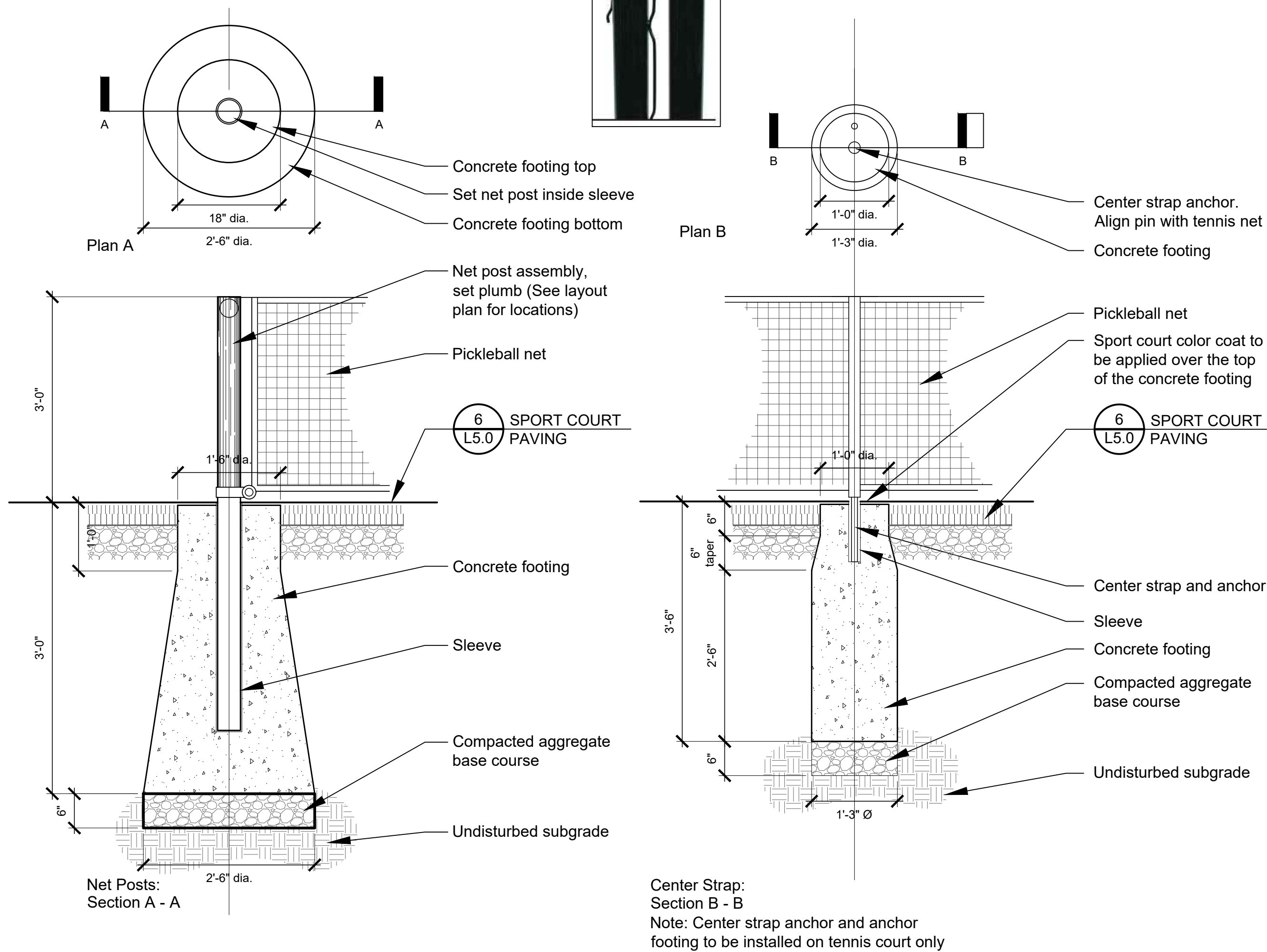


Douglas® JTN-30 Pickleball Net
(Model #20105)
Official Size: 21'-9"L x 3'H

Product available from:
www.douglas-sports.com
800-553-8907



**Douglas® Premier™ RD
Pickleball Post**
(Model #63071)
Dimensions: 3" O.D.
Color: TBD (Dark Green or Gloss Black)



2 PICKLEBALL NET AND POSTS

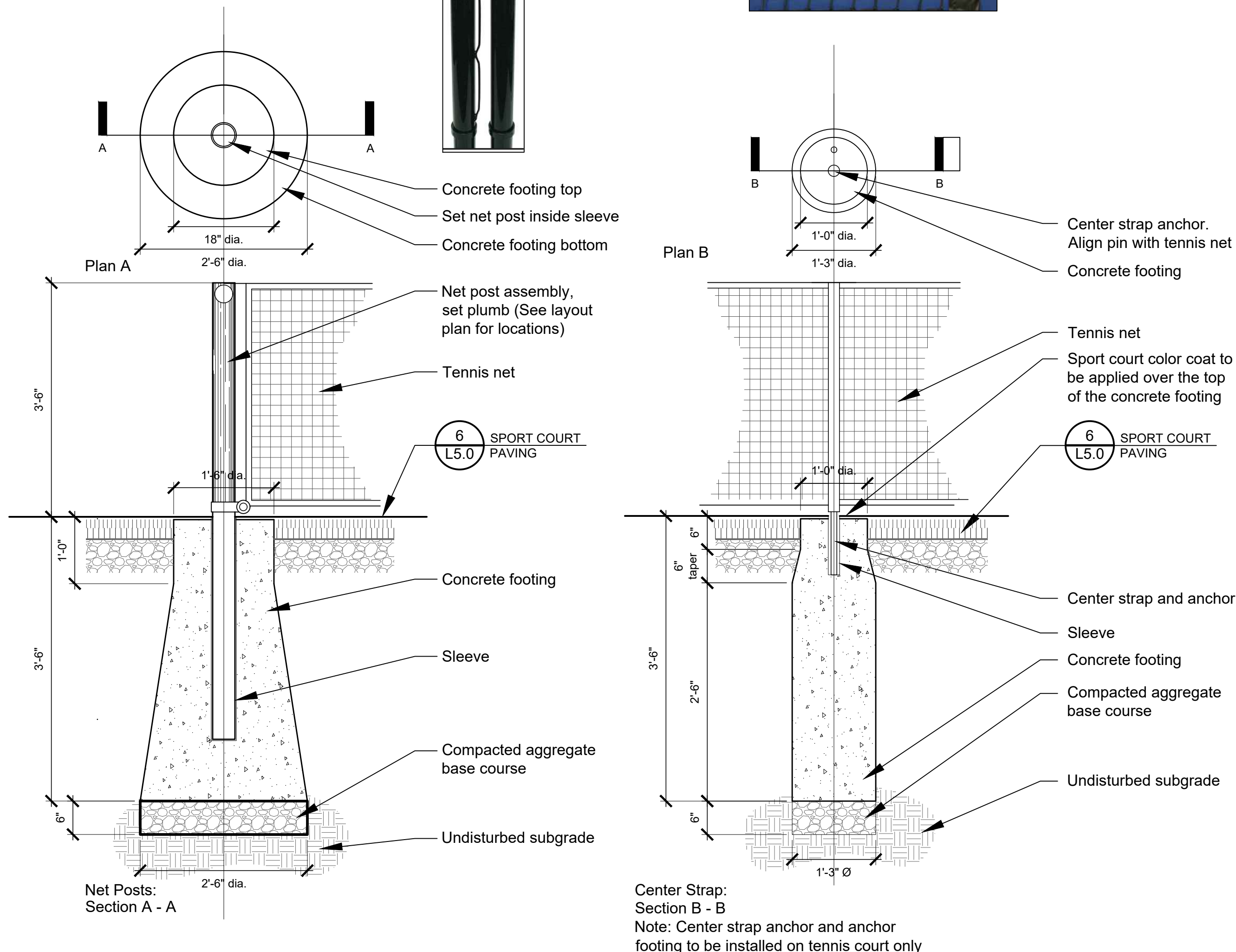
3/4" = 1'-0"



**Douglas® Premier™ RD
Tennis Post**
(Model #63051)
Dimensions: 3" O.D.
Color: TBD (Dark Green or Gloss Black)



Douglas® TN-45 Tennis Net
(Model #20045)
Official Size: 42'L x 3'-6"H



1 TENNIS NET AND POSTS

3/4" = 1'-0"

Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
EFH / ARH

DRAWN BY
CAS

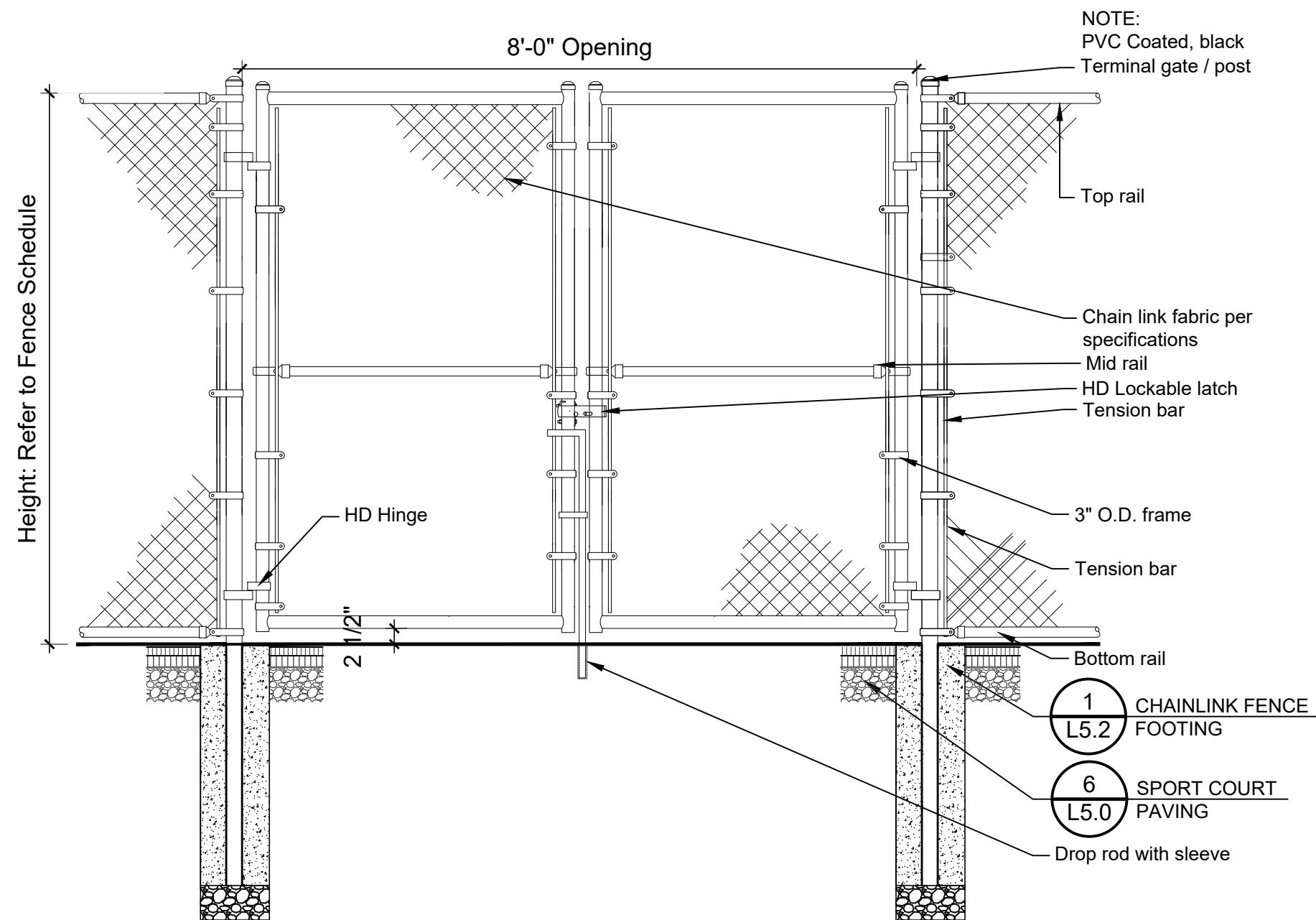
SHEET TITLE
Details

SCALE IN FEET
as noted

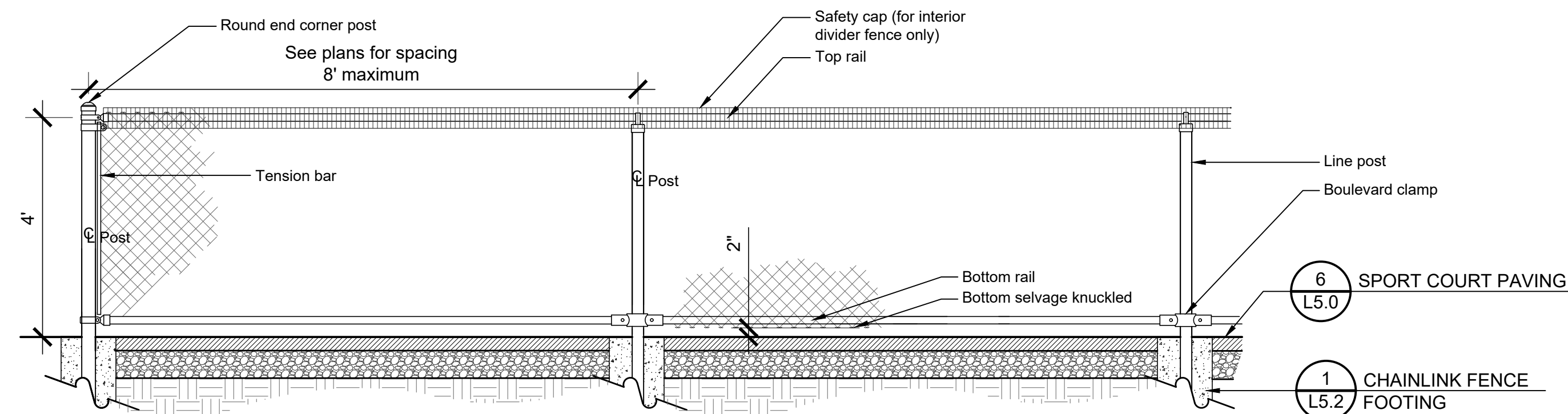
SHEET NUMBER

L5.1

©2024 Hitchcock Design Group



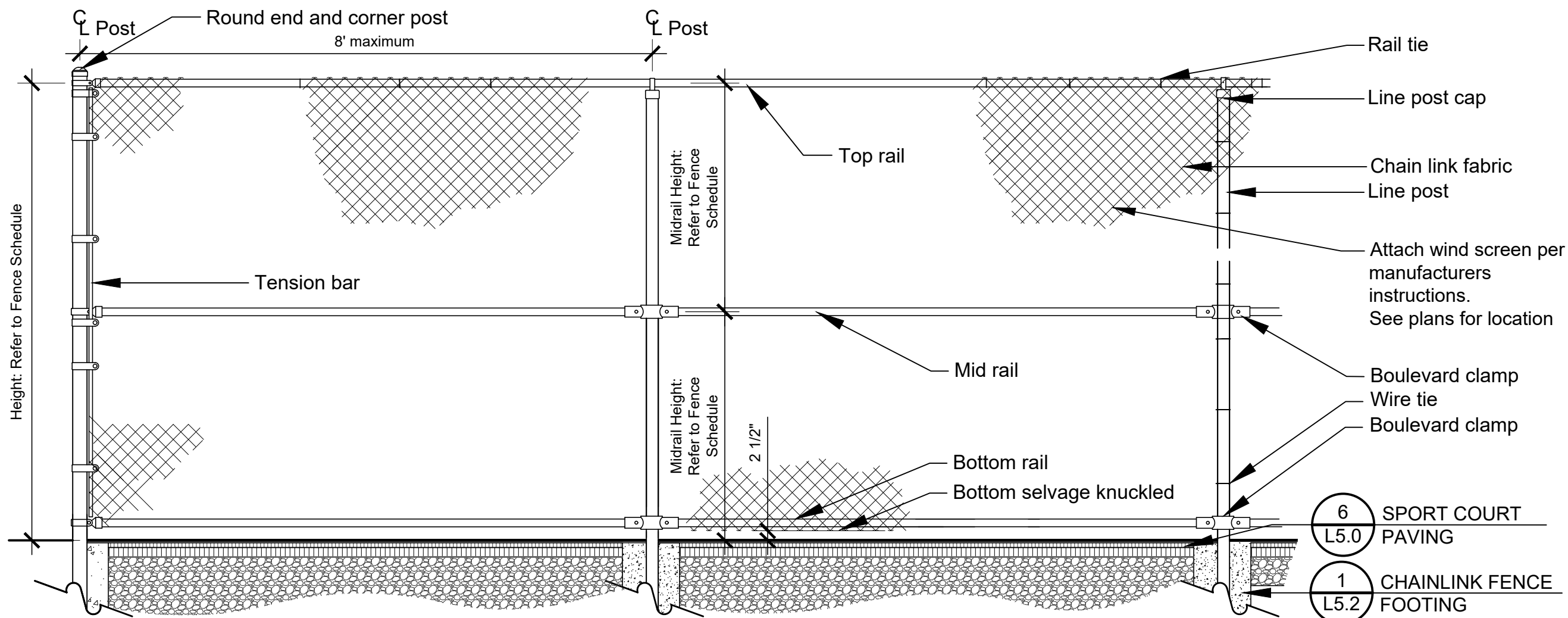
4 CHAINLINK FENCE DOUBLE SWING GATE
1/2" = 1'-0"



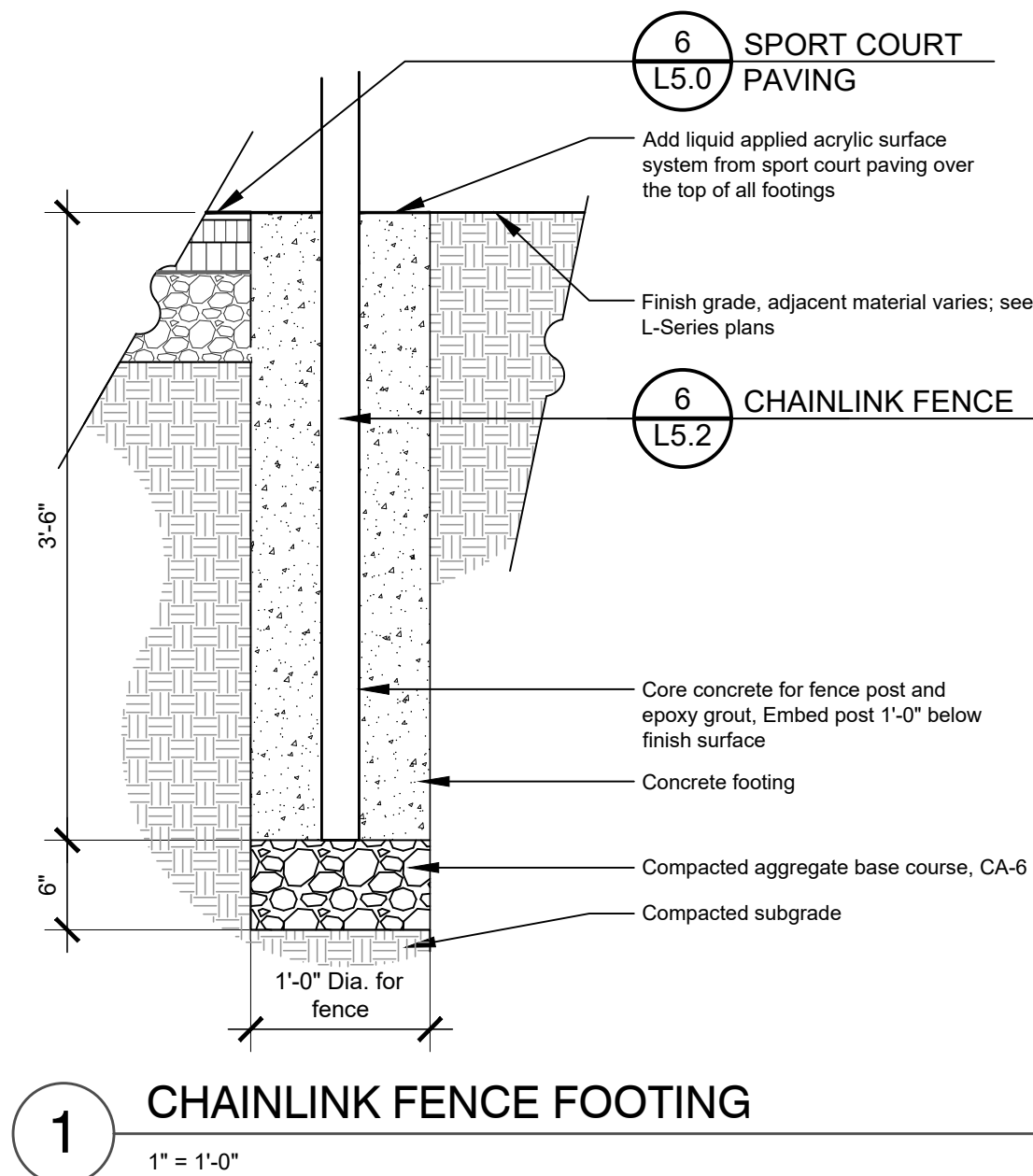
5 CHAINLINK FENCE - 4' HT.
1/2" = 1'-0"

Note:
1. Fence fabric to be exterior facing
2. All posts, rails, and fabric to be PVC coated, black

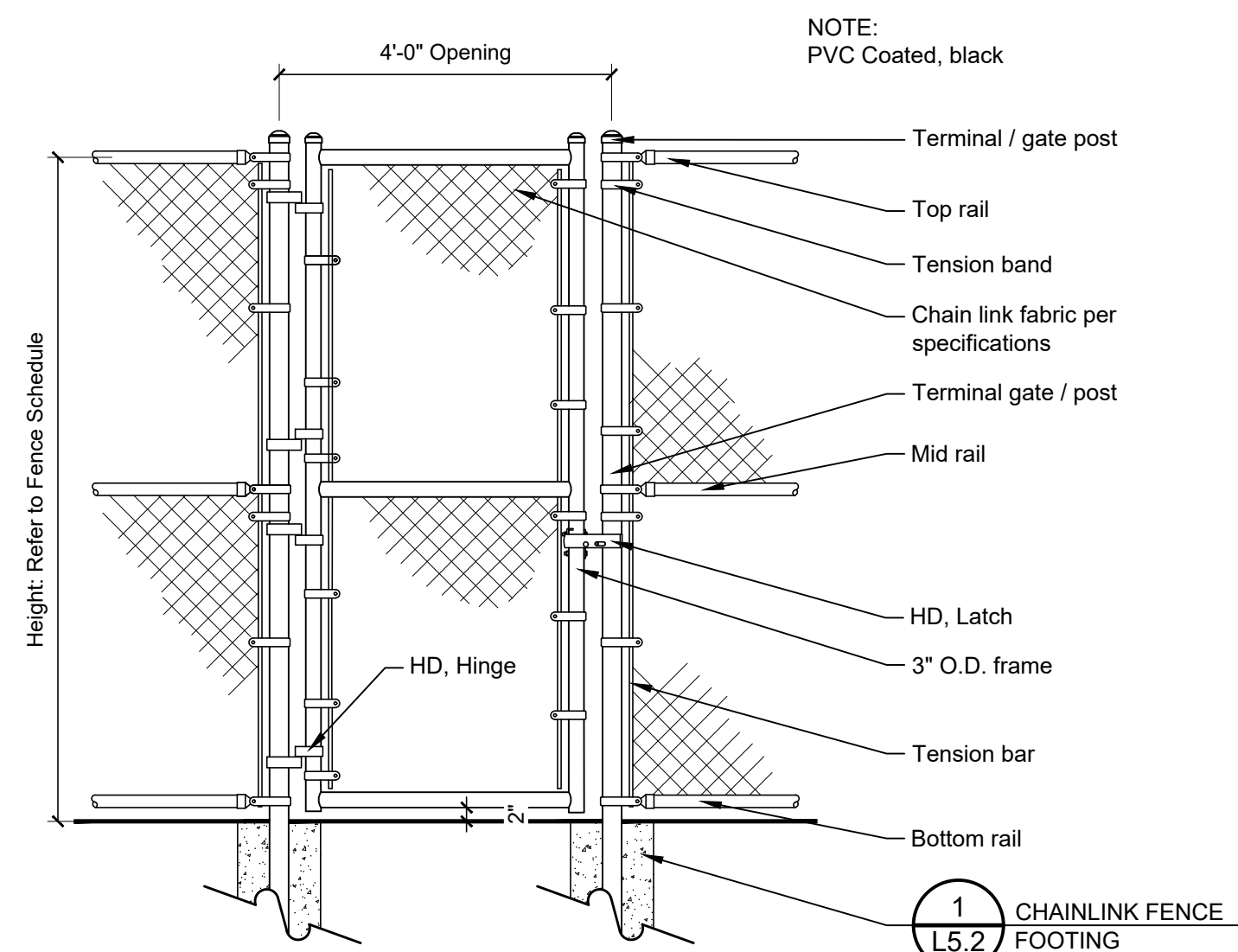
Chainlink Fence Schedule													
Height	Mid Rail Height	Fabric (Height/ Gauge/Mesh)	Fabric Selvage (top and bottom)	Footing Depth	Terminal Posts	Line Posts	Post Spacing	Top Rail	Mid Rail	Bottom Rail	Safety Cap	Truss Rod w/ Turnbuckle	Tension Wire
4'	N/A	9GA. / 1-3/4"	Knucke	42"	3"	3"	Max 8'-0" O.C.	1.66"	n/a	1.66"	On interior dividers	n/a	n/a
8'	4'	9GA. / 1-3/4"	Knucke	42"	3"	3"	Max 8'-0" O.C.	1.66"	1.66	1.66"	n/a	n/a	n/a
10'	5'	9GA. / 1-3/4"	Knucke	42"	3"	3"	Max 8'-0" O.C.	1.66"	1.66	1.66"	n/a	n/a	n/a



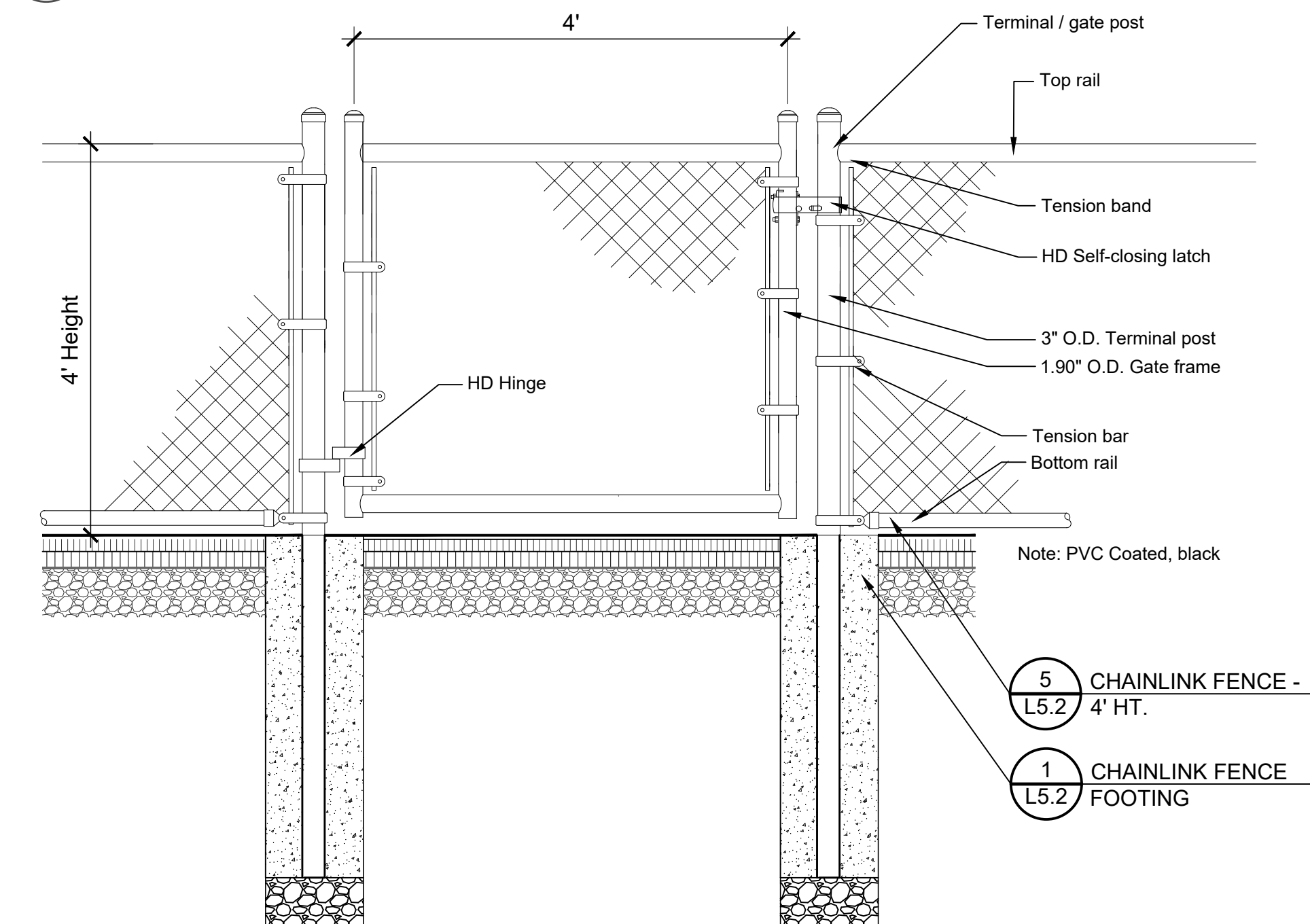
6 CHAINLINK FENCE
1/2" = 1'-0"



1 CHAINLINK FENCE FOOTING
1" = 1'-0"



2 CHAINLINK FENCE SINGLE SWING GATE
1/2" = 1'-0"



3 CHAINLINK FENCE SINGLE SWING GATE - 4' HT
3/4" = 1'-0"

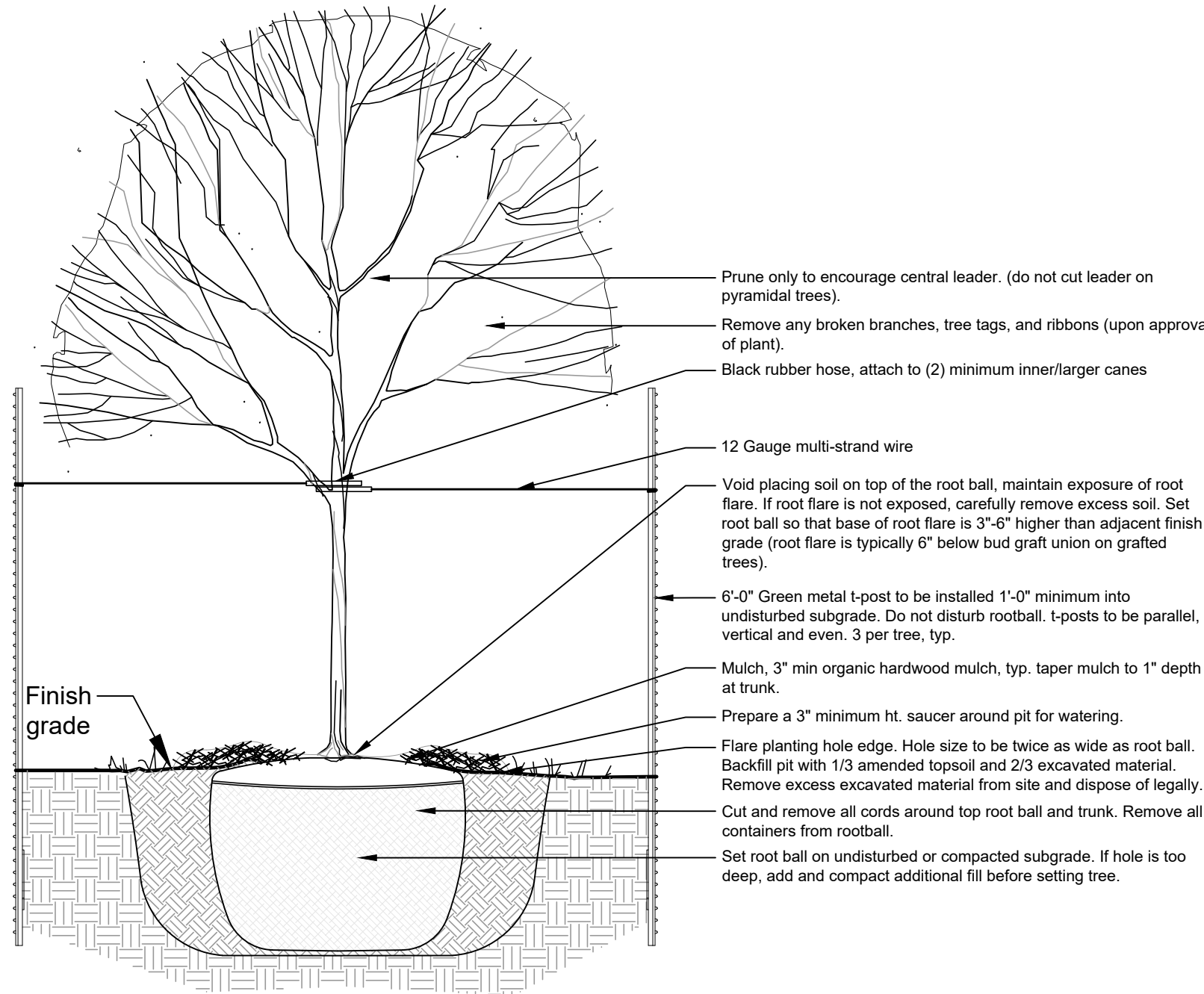
PREPARED FOR
City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT
Duck Creek Park
Court Improvements

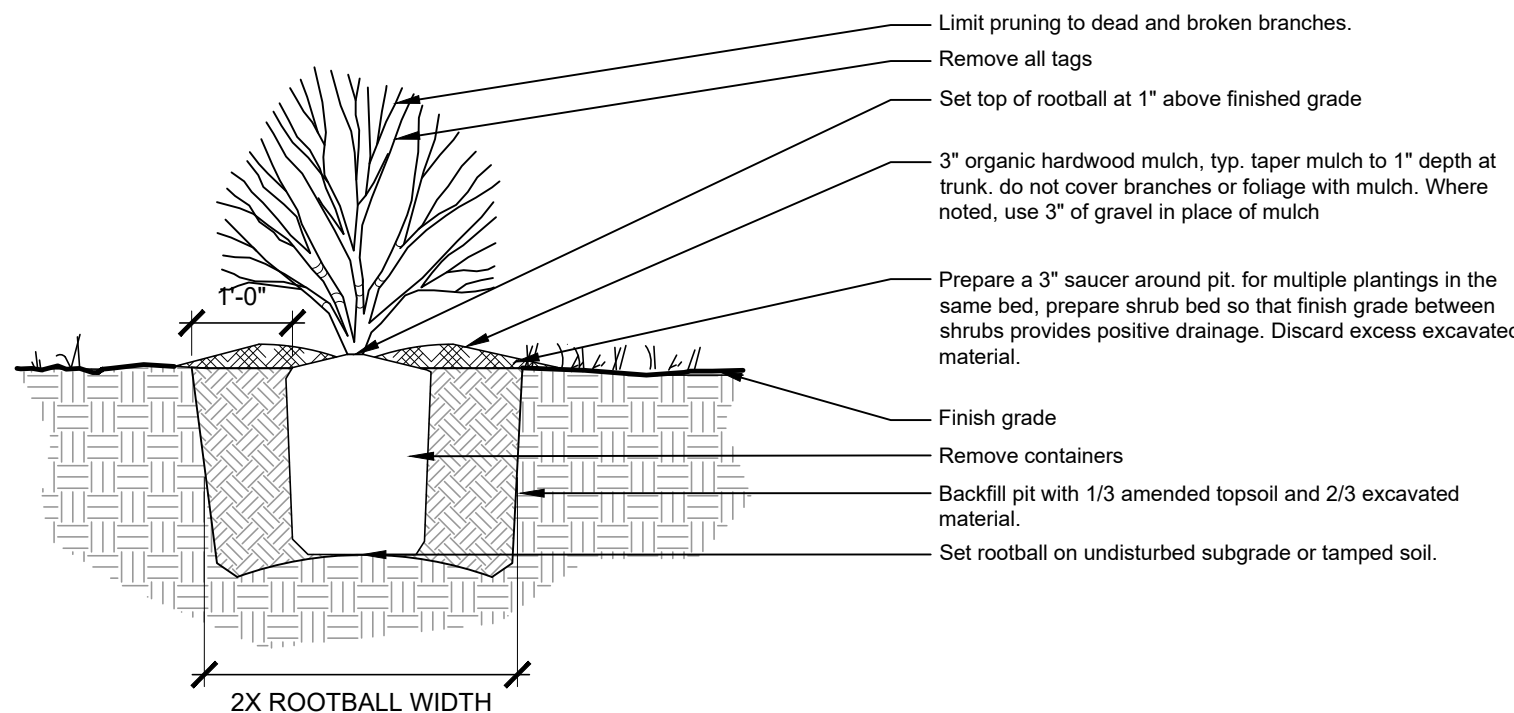
3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722



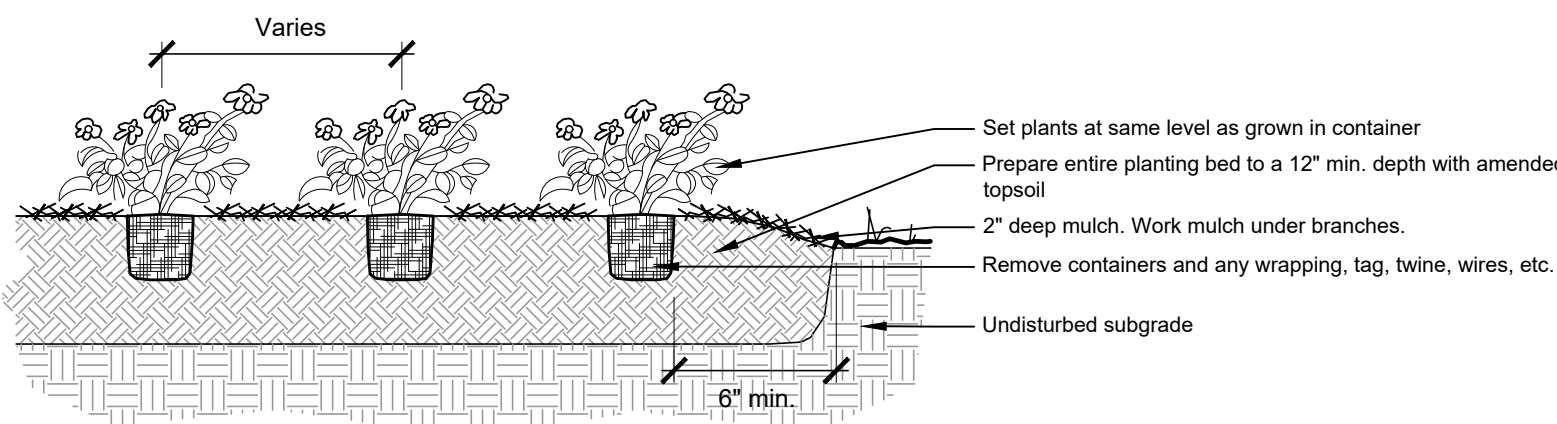
1 SHADE TREE

1/2" = 1'-0"



2 SHRUB PLANTING

1/2" = 1'-0"



3 PERENNIAL PLANTING

1/2" = 1'-0"

Note:
Root mass of pot bound plants should be loosened before planting

Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
EFH / ARH

DRAWN BY
CAS

SHEET TITLE

SCALE IN FEET
as noted

SHEET NUMBER

L5.4

©2024 Hitchcock Design Group



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

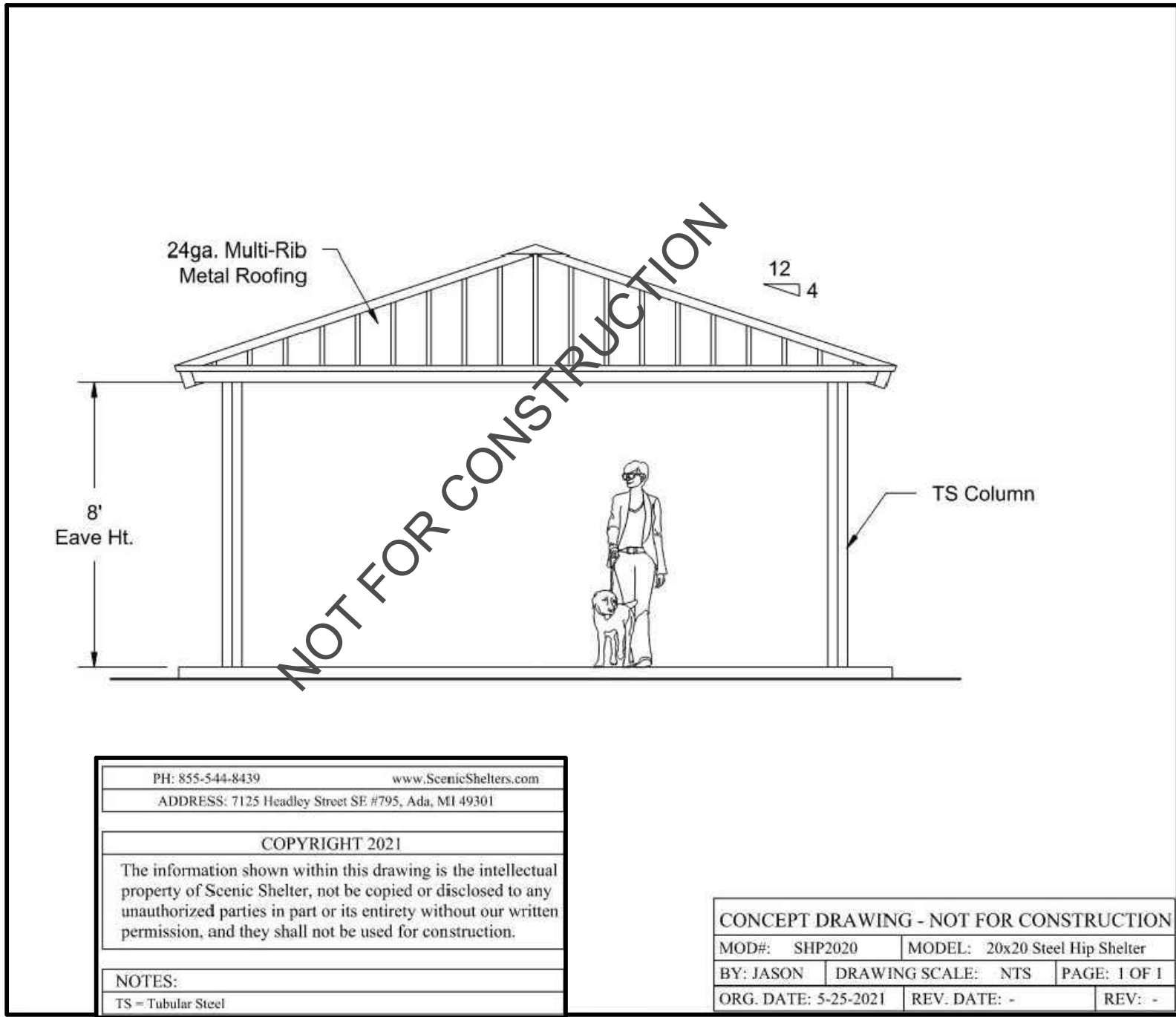
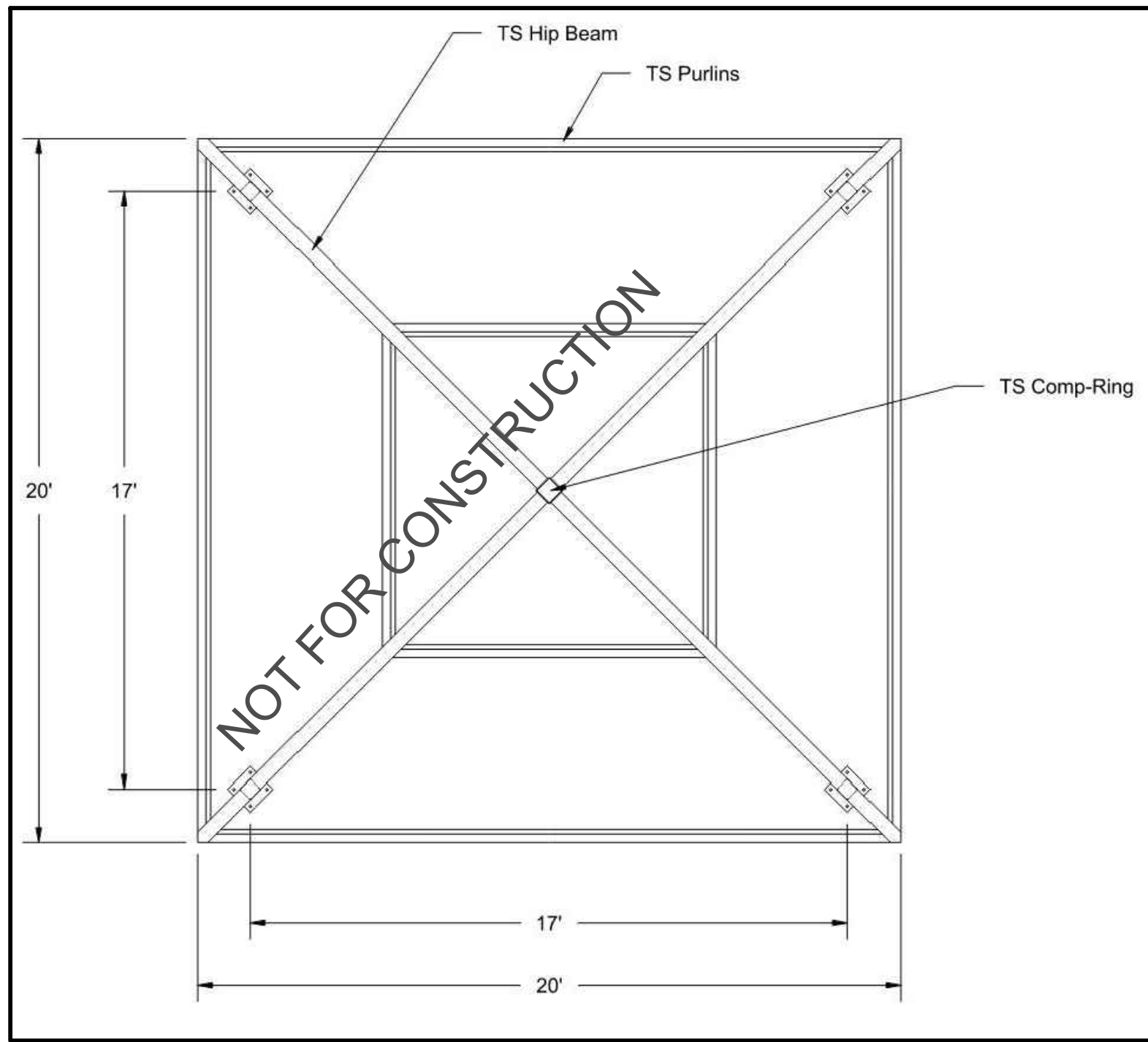
PREPARED FOR
City of Davenport

700 West River Drive,
Davenport, IA, 52801

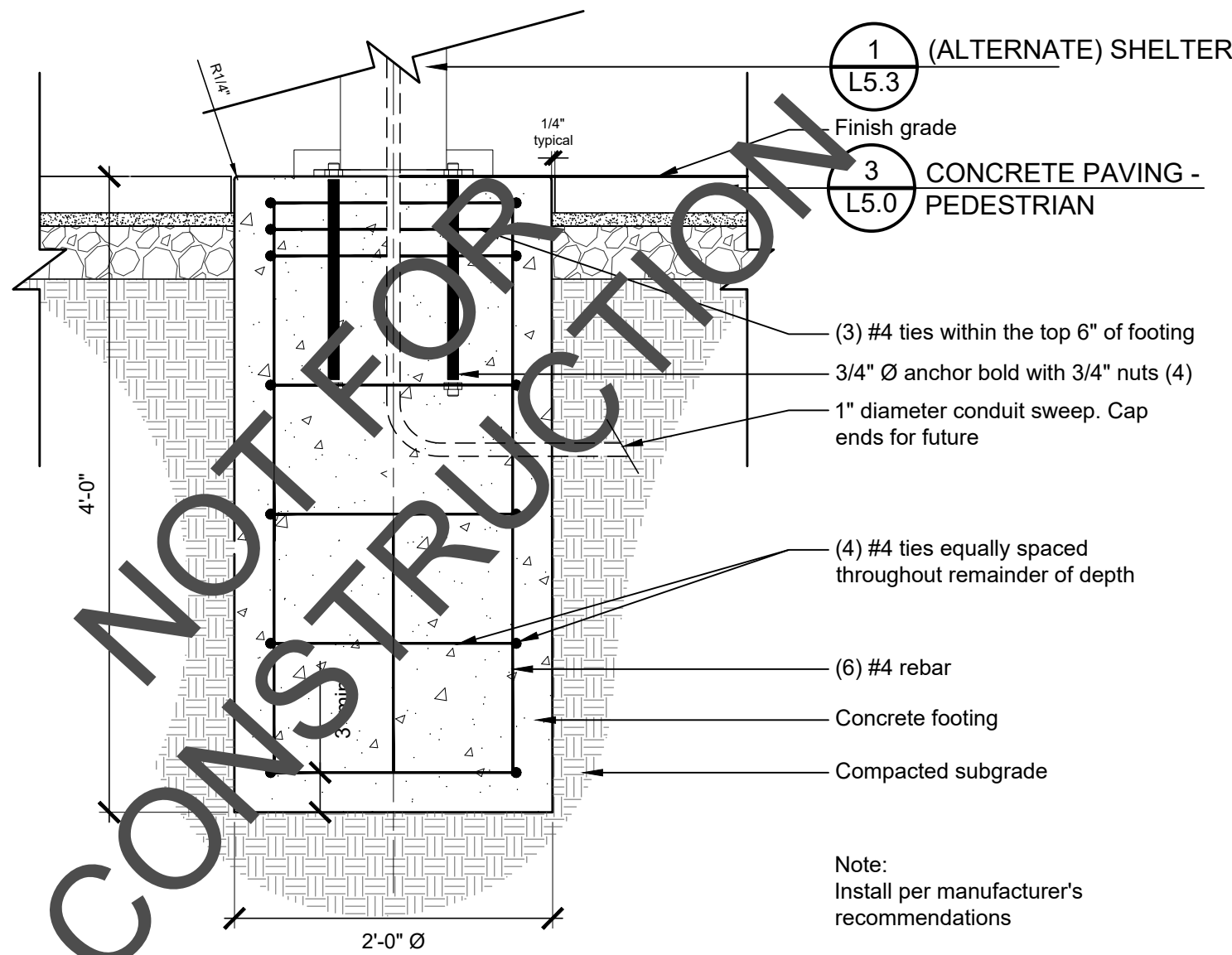
PROJECT
Duck Creek Park
Court Improvements

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722



1 (ALTERNATE) SHELTER
N.T.S.



2 SHELTER FOOTING
1" = 1'-0"

Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
EFH / ARH

DRAWN BY
CAS

SHEET TITLE
Details

SCALE IN FEET
as noted

SHEET NUMBER

L5.3

©2024 Hitchcock Design Group

GENERAL NOTES

- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE **DAVENPORT** DESIGN, THE IOWA STATEWISE URBAN DESIGN AND SPECIFICATIONS, 2023, THE CITY OF DAVENPORT SUPPLEMENTAL SPECIFICATIONS TO SUDAS, 2023, AND THE STANDARDS OF THE **IOWA** DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS, AND FIELD INVESTIGATION. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO.
- ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE UNLESS NOTED.
- THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.
- PORTLAND CEMENT CONCRETE. CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES. COMPRESSING STRENGTH SHALL BE 4000PSI IN 28 DAYS, AIR ENTRAINMENT SHALL BE BETWEEN 5 % AND 8% AND SLUMP SHALL BE 4 INCHES OR LESS. ALL AS MEASURED BY THE APPROPRIATE ASTM METHODS. REINFORCING STEEL SHALL BE ASTM CERTIFIED 60KSI TENSILE STRENGTH. REINFORCING STEEL SHALL BE #4 SIZE UNLESS OTHERWISE SPECIFIED. HANDRAILS, BOLLARDS, AND OTHER APPURTENANCES SHALL BE INSTALLED PER PLAN AND MEET JURISDICTIONAL REQUIREMENTS.
- CLEANUP AND FINAL INSPECTION. WORK BROKEN OR DAMAGED BY CONTRACTOR ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. ALL WASTE MATERIAL, CONCRETE WASHOUT, LANDSCAPE WASTE AND BUILDING MATERIAL SHALL BE REMOVED. SOIL SHALL BE REMOVED FROM PAVED AREAS AND THE PROJECT SHALL BE LEFT IN A CLEAN AND WORKMANLIKE MANNER.

GRADING NOTES

- ALL ELEVATIONS SHOWN ARE TO FLOWLINE FINISHED GRADE OR TOP OF PAVEMENT UNLESS OTHERWISE STATED.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO POND ON PROPERTY.
- PRIOR TO PLACEMENT OF ANY FILL, THE STRIPPED SITE SHALL BE SCARIFIED TO A DEPTH OF 9 INCHES AND RE-COMPACTED TO 95% DENSITY. ANY UNSUITABLE SOILS FOUND AT THIS TIME SHALL BE DRIED AND RECOMPACTED OR REMOVED IF REQUIRED COMPACTION CANNOT BE OBTAINED. CUT AREAS SHALL ALSO BE SCARIFIED TO A DEPTH OF 9 INCHES AND RE-COMPACTED TO 95% DENSITY.
- ALL FILL MATERIAL SHALL CONSIST OF APPROVED, SUITABLE SOILS PLACED IN LOOSE LIFTS OF 9 INCHES OR LESS AND COMPACTED TO AT LEAST 95% OF THE MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698) IN ALL PAVEMENT, BUILDING ADDITION AND ATHLETIC FIELD AREAS. THE COMPACTION WILL BE FIELD TESTED BY A SOILS ENGINEERING CONSULTANT REPRESENTING THE OWNER.
- PROJECT WILL BE COVERED BY A GENERAL PERMIT REGULATING RUNOFF FROM CONSTRUCTION SITES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THE REQUIRED MONITORING, INSPECTION AND MAINTENANCE AS REQUIRED BY THE PERMIT.
- ALL DISTURBED EMBANKMENTS GREATER THAN 3:1 SLOPES SHALL BE SEEDED ACCORDING TO A RECOMMENDED SEEDING MIX BY THE LANDSCAPER AND COVERED WITH EROSION CONTROL BLANKETS OR AS DIRECTED BY PLAN DOCUMENTS.
- CONTRACTOR SHALL ADHERE TO THE **DAVENPORT** EROSION AND SEDIMENT CONTROL REGULATIONS AND THE STATE OF **IOWA** CONSTRUCTION SITE EROSION CONTROL MANUAL.
- ALL AREAS TO BE GREENSPACE AT PROJECT COMPLETION SHALL BE LEFT WITH 6 INCHES OF TOPSOIL WHEN MASS GRADING ACTIVITIES ARE COMPLETE.

EROSION CONTROL NOTES

- EROSION CONTROL SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS WHERE POSSIBLE.
- CONSTRUCTION ENTRANCE SHALL BE MAINTAINED TO PREVENT OFF-SITE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS. ANY SEDIMENT DEPOSITED ON PUBLIC ROADS SHALL BE REMOVED BY SHOVELING OR STREET CLEANING BEFORE THE END OF EACH WORKING DAY.
- SHOWN LOCATION OF SILTATION CONTROL IS APPROXIMATE. ACTUAL LOCATIONS TO BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION.
- WATER PUMPED DURING CONSTRUCTION OPERATIONS SHALL BE FILTERED.
- ONCE CONSTRUCTION HAS BEEN COMPLETED, OR TEMPORARILY SUSPENDED FOR LONGER THAN 14 DAYS (SUCH AS WINTER SHUTDOWN), THE CONTRACTOR SHALL INITIATE SEEDING ON ALL AREAS DISTURBED IMMEDIATELY OF THE LAST DISTURBANCE. EROSION CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED UNTIL THE CONTRACTOR ESTABLISHES A GOOD STAND OF GRASS OF UNIFORM COLOR AND DENSITY TO THE SATISFACTION OF THE ENGINEER.
- CONTRACTOR SHALL ADHERE TO THE **IOWA** CONSTRUCTION SITE EROSION CONTROL MANUAL.
- ALL EROSION CONTROL MEASURES MUST BE INSTALLED (WHERE POSSIBLE) PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING OPERATIONS. THE REMAINING EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS REASONABLY POSSIBLE AFTER GRADING OPERATIONS BEGIN. WHERE THE PRESENCE OF SILT FENCE WILL INTERFERE WITH ACTIVITIES, DIVERSION DITCHES AND SMALL TEMPORARY SEDIMENT TRAPS SHALL BE UTILIZED UNTIL SILT FENCE OR OTHER MEASURES MAY BE INSTALLED AND VEGETATION ESTABLISHED.
- EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH PRECIPITATION EVENT AND REPLACED OR REPAIRED AS NECESSARY.
- SILT FENCE AND SEDIMENT BASIN SHALL BE CLEANED OR REPLACED WHEN SILT BUILDS UP TO WITHIN ONE FOOT OF THE TOP OF THE SILT FENCE.
- PROJECT WILL BE COVERED BY A GENERAL PERMIT REGULATING RUNOFF FROM CONSTRUCTION SITES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THE REQUIRED MONITORING, INSPECTION AND MAINTENANCE AS REQUIRED BY THE PERMIT.
- CONCRETE WASHOUT DEBRIS SHOULD BE HAULED OFF-SITE. WASHOUT SHOULD BE FILLED IN AND SEEDED.
- ALL AREAS DISTURBED BEYOND LIMITS SHOWN SHOULD BE SEEDED WITH ADJACENT SEED MIXTURE OR IN-KIND.
- THERE ARE NO EXPECTED DOWNSTREAM IMPACTS OTHER THAN THOSE ALLOWED PER ORDINANCE (2 YEAR, PRE-DEVELOPED RATE OF RELEASE)

UTILITY NOTES

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
- ALL EXISTING UNDERGROUND UTILITIES SHOWN WERE LOCATED PARTIALLY IN THE FIELD AND PARTIALLY FROM REVIEW OF EXISTING PUBLIC RECORDS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT EACH UTILITY COMPANY FOR THE FIELD LOCATION OF THEIR EXISTING LINES IN OR NEARBY THE CONSTRUCTION AREA PRIOR TO BEGINNING ANY CONSTRUCTION.
- THE CONTRACTOR SHALL EXERCISE PROPER CAUTION TO PROTECT THE EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE.
- THE LOCATIONS OF THOSE BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE, ARE SHOWN FOR CONTRACTOR INFORMATIONAL USE ONLY, AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, AND MARKING ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITY MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY AND OWNER. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES, REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- UTILITY PIPING. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION METHODS INCLUDING BACKFILL MATERIAL AND MATERIAL DEPTHS. PIPE MATERIAL SHALL BE AS SPECIFIED ON THE PLANS. ALL MATERIAL SHALL MEET THE REQUIREMENTS OF THE LOCAL JURISDICTION FOR STRENGTH, MATERIAL TYPE AND CONFORMITY WITH THE EXISTING SYSTEM. SEWER LINES SHALL BE CONSTRUCTED STRAIGHT TO THE SPECIFIED LINE AND GRADES. MANHOLES, STORM INLETS, VALVE BOXES AND APPURTENANCES SHALL BE ADJUSTED TO GRADE OR PER PLAN PRIOR TO SEEDING/LANDSCAPING ACTIVITIES.

HORIZONTAL CONTROL - NAD 83			
POINT #	NORTHING	EASTING	DESCRIPTION
100	575321.4283	2453147.2440	#5 REBAR
101	575816.8768	2453097.3650	#5 REBAR
102	575310.7030	2452870.7800	#5 REBAR
105	576226.5297	2453135.2010	12" SPIKE
108	574781.5652	2452735.2280	12" SPIKE
111	575004.2743	2453179.9130	#5 REBAR
115	576658.3340	2453593.4250	12" SPIKE
120	576650.5285	2453284.7980	12" SPIKE
122	575194.0569	2453413.2540	12" SPIKE

VERTICAL DATUM - NAVD 88 DATUM		
	DESCRIPTION	ELEVATION
TBM-1	N. RIM OF UTILITY MH, 88' ± E. OF S. TENNIS COURTS	681.28
TBM-2	CUT "X" AT N.W. CORNER OF CONCRETE SLAB FOR RESTROOMS AT N. TENNIS COURTS	692.16
TBM-3	CUT "X" IN CENTER OF CONCRETE RETAINING WALL, 137' ± W. OF CP #101	681.82
TBM-4	RR SPIKE IN W. SIDE OF PP, 6TH PP S. OF ENTRANCE TO CLUBHOUSE ON W. SIDE OF ROAD	669.07
TBM-5	PK NAIL IN PP, 1ST PP S. OF ENTRANCE TO CLUBHOUSE ON E. SIDE OF ROAD	654.61
TBM-6	PK NAIL IN E. SIDE PP, 3RD PP S. OF ENTRANCE TO CLUBHOUSE ON W. SIDE OF ROAD	644.45
TBM-7	PK NAIL IN W. SIDE OF PP WITH TRANS, 7TH PP S. OF ENTRANCE TO CLUBHOUSE ON W. SIDE OF ROAD	682.09
TBM-8	BOLT IN WORD "MUELLER" ON FH AT N.W. CORNER OF E. PLEASANT STREET AND FENWOOD AVENUE	687.70
TBM-9	PK NAIL IN N. SIDE OF PP ACROSS FROM DRIVEWAY ENTRANCE TO ADDRESS #2026 FENWOOD AVENUE	693.84
TBM-10	CUT "X" ON CONCRETE RETAINING WALL	654.49
TBM-11	CUT "X" ON CONCRETE RETAINING WALL	645.73
TBM-12	CUT "X" ON CONCRETE RETAINING WALL	637.70
TBM-13	CUT "X" ON CONCRETE RETAINING WALL	632.61

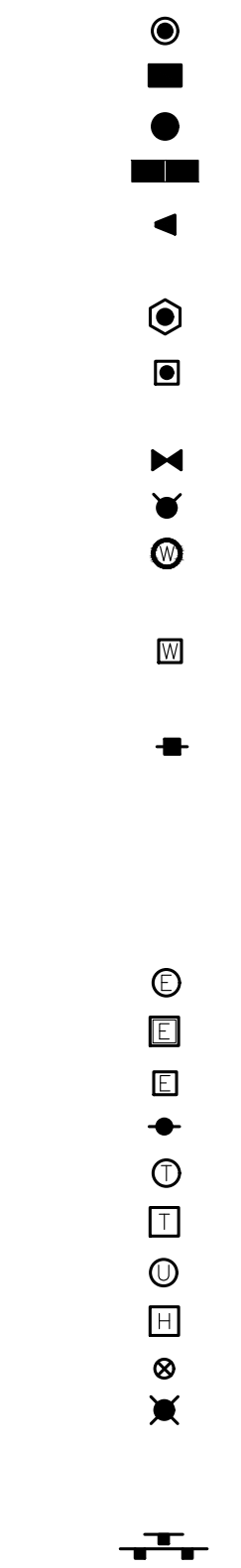


 SITE CONTROL
SCALE: 1" = 60'

LEGEND

PROPOSED

EXISTING



- STORM MANHOLE
- STORM INLET
- STORM INLET
- STORM DOUBLE INLET
- FLARED END SECTION
- DOWNSPOUT
- SANITARY MANHOLE
- SANITARY/STORM CLEANOUT
- UNKNOWN MANHOLE
- WATER VALVE
- HYDRANT
- WELL
- SPRINKLER BOX
- WATER METER
- WATER SERVICE
- POWER POLE
- POWER POLE W/ LIGHT
- POWER POLE W/ METER
- GUY WIRE
- GUY POLE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL/TRANSFORMER
- ELECTRIC METER
- TELEPHONE POLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- UTILITY MANHOLE
- HANDHOLE
- GAS VALVE
- LIGHT POLE
- VAPOR LIGHT
- LIGHT JUNCTION BOX
- SIGN
- FLAGPOLE
- POST/BOLLARD
- CONIFER TREE
- DECIDUOUS TREE
- BUSH/SHRUB
- TREE STUMP
- CONTROL POINT
- BENCHMARK
- SOIL BORING HOLE
- R.O.W. MARKER, FOUND
- RAILROAD SPIKE, FOUND
- PIPE, FOUND
- CONCRETE MONUMENT, FOUND

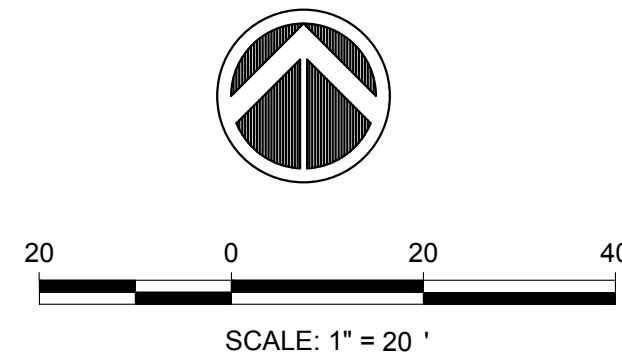
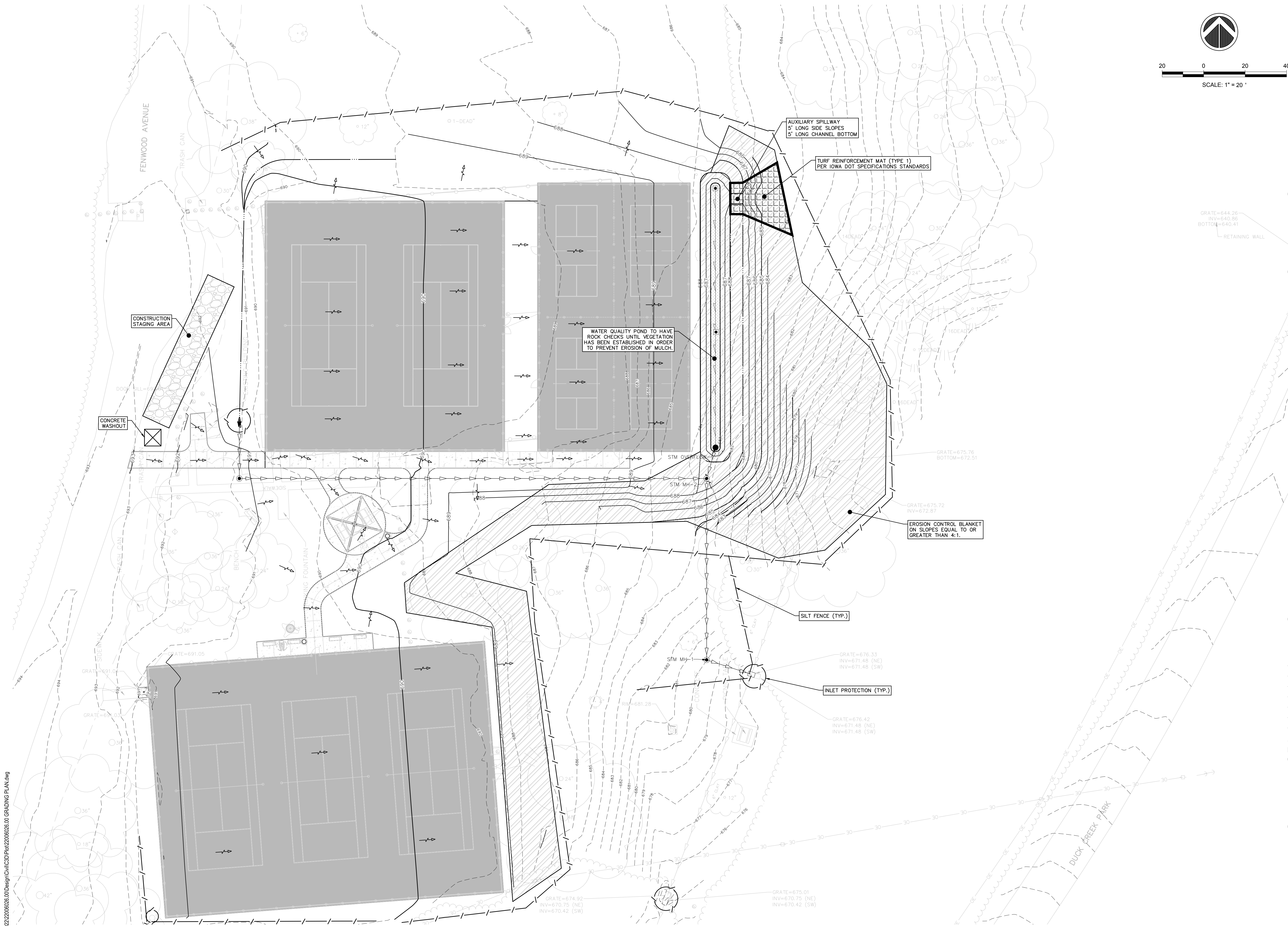
- MEASURED DIMENSION
- RECORDED DIMENSION
- SPOT ELEVATION
- GRADE LABEL
- DRAINAGE SLOPE
- LINE CONTINUATION
- SURVEY BOUNDARY
- PROPERTY LINE
- CENTERLINE
- HISTORICAL LINE - AS NOTED
- EASEMENT LINE
- SECTION LINE
- R.O.W. LINE
- SETBACK LINE
- FORCE MAIN
- SANITARY SEWER
- STORM SEWER
- PIPE UNDERDRAIN
- WATER LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GAS LINE
- TELEPHONE LINE
- UTILITY LINE
- EDGE OF WATER LINE/DITCH FLOWLINE
- CHAIN LINK FENCE
- SILT FENCE
- CONTOUR
- GUARD RAIL
- TREE LINE
- FLOOD PLAIN
- FLOODWAY
- CONSTRUCTION LIMITS

INDEX OF SHEETS	
C100	CIVIL NOTES AND LEGEND
C101	EXISTING CONDITIONS AND DEMOLITION PLAN
C200	SITE PLAN
C300	EROSION CONTROL PLAN
C301	DETAILED GRADING PLAN
C400	STORM PLAN AND PROFILE
C500	CIVIL DETAILS



Know what's below.
Call before you dig.

g:\2022\2206026.00\Design\Civil\3D Plot\2206026.00 GRADING PLAN.dwg



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

PREPARED FOR
City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT
**Duck Creek
Park**

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
RJJ

DRAWN BY
LKS

SHEET TITLE
EROSION CONTROL PLAN

SHEET NUMBER
C2.0

©2023 Hitchcock Design Group



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

PREPARED FOR
City of Davenport

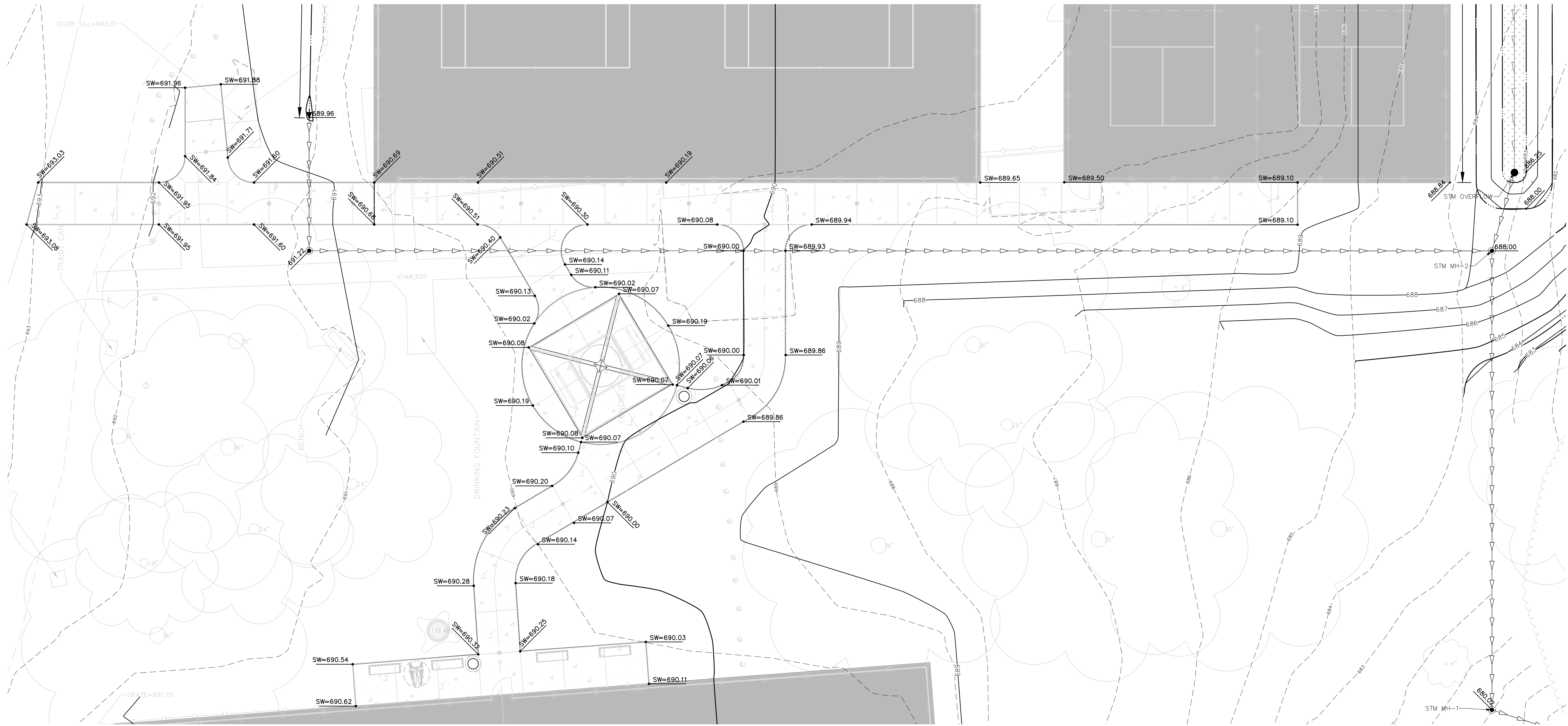
700 West River Drive,
Davenport, IA, 52801

PROJECT
**Duck Creek
Park**

3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722

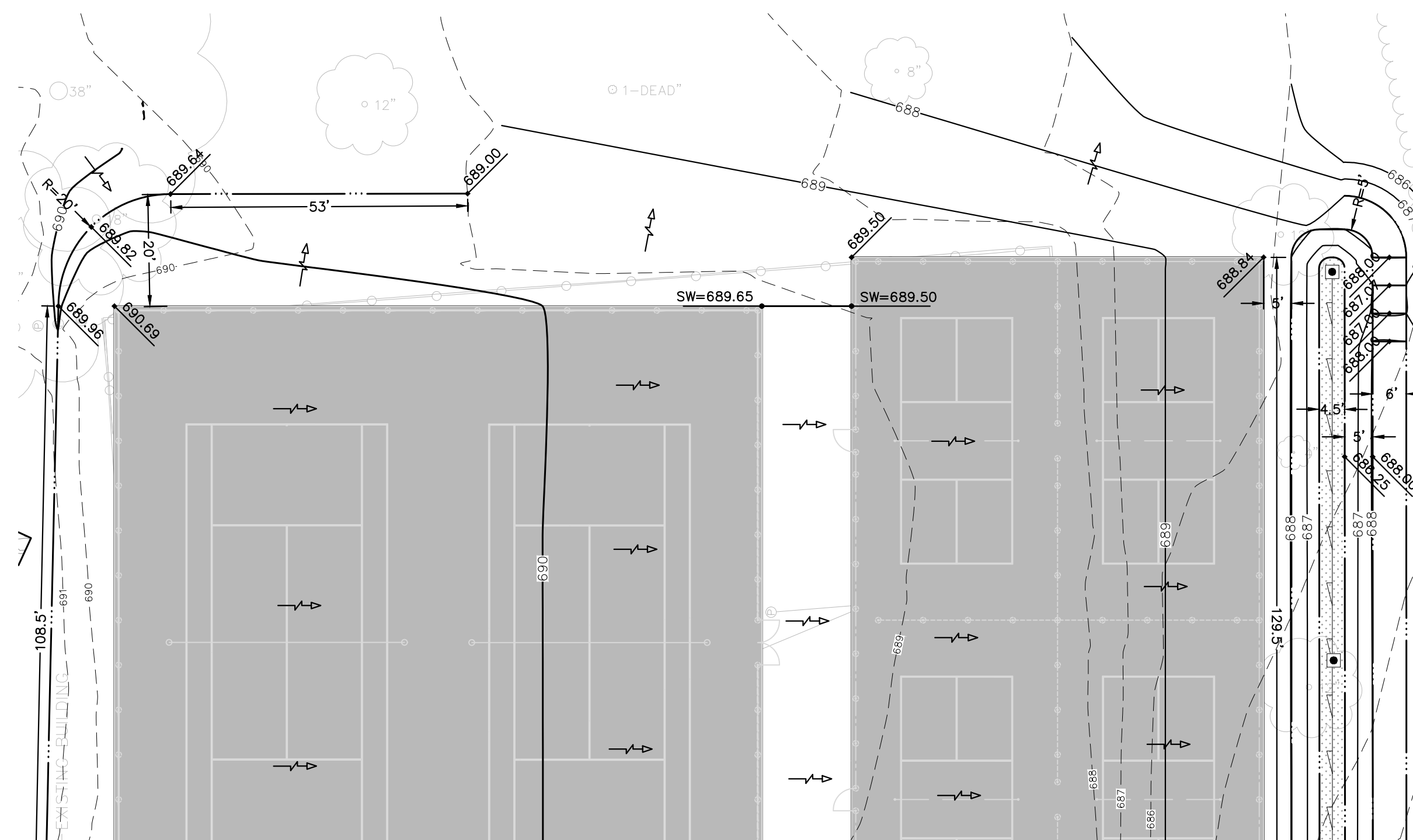
 SIDEWALK GRADING
SCALE: 1" = 10'



 SOUTH COURT GRADING
SCALE: 1" = 20'



 NORTH COURT GRADING
SCALE: 1" = 20'



Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
RJJ

DRAWN BY
LKS

SHEET TITLE
DETAILED GRADING PLAN

SHEET NUMBER
C2.1



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

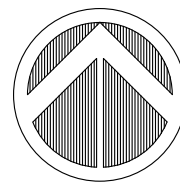
PREPARED FOR
City of Davenport

700 West River Drive,
Davenport, IA, 52801

PROJECT
**Duck Creek
Park**

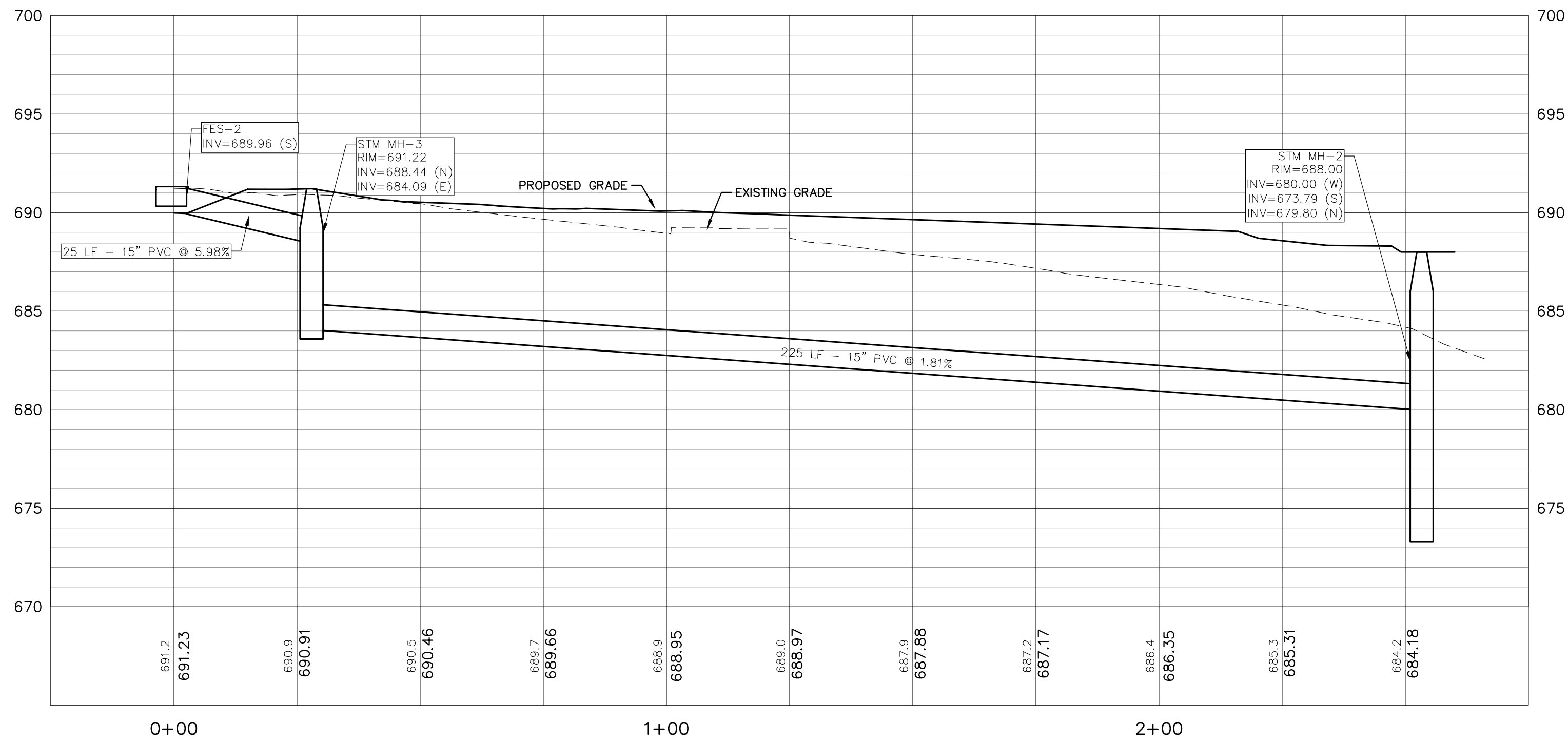
3300 E Locust Street
Davenport, IA 52803

CONSULTANTS
Civil Engineer
IMEG Corp.
1717 State Street, Suite 201
Bettendorf, IA 52722



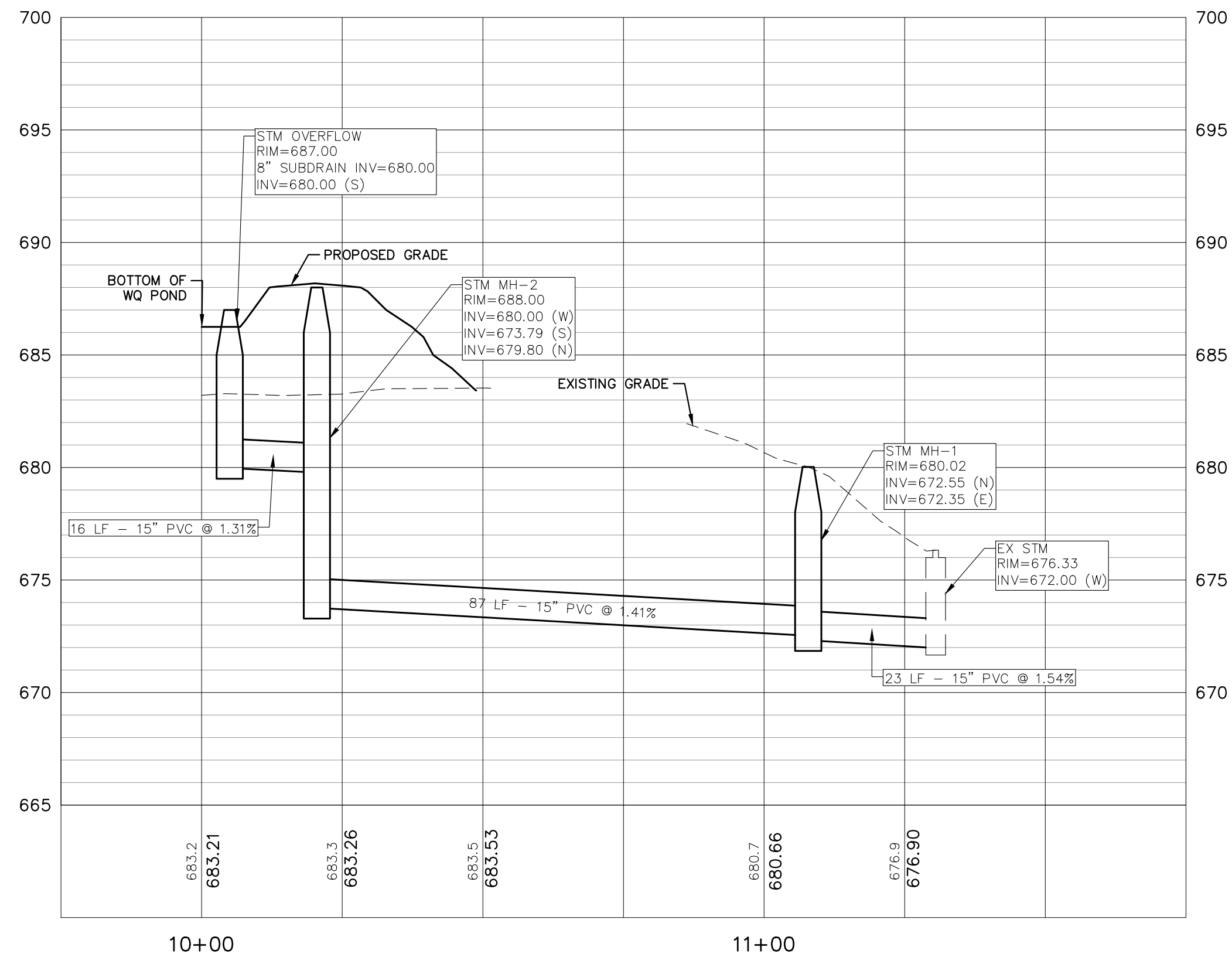
STORM SEWER PLAN
SCALE: 1" = 20'

PROFILE VIEW OF 22006026.00 PROPOSED STORM 1
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



STORM SEWER PROFILE 1

PROFILE VIEW OF 22006026.00 PROPOSED STORM 2
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 5'



STORM SEWER PROFILE 2

Construction Documentation
December 18, 2024
REVISIONS

No	Date	Issue

CHECKED BY
RJJ

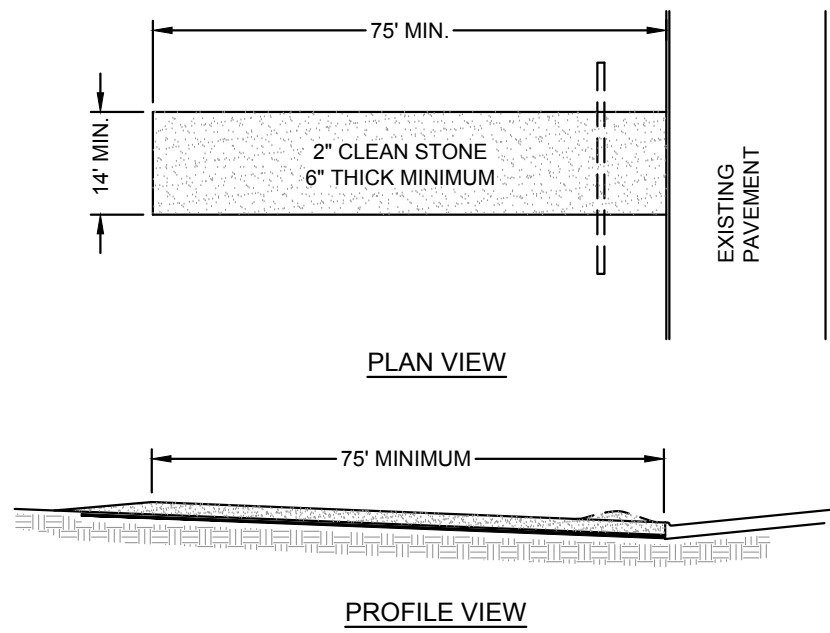
DRAWN BY
LKS

SHEET TITLE
**STORM PLAN AND
PROFILE**

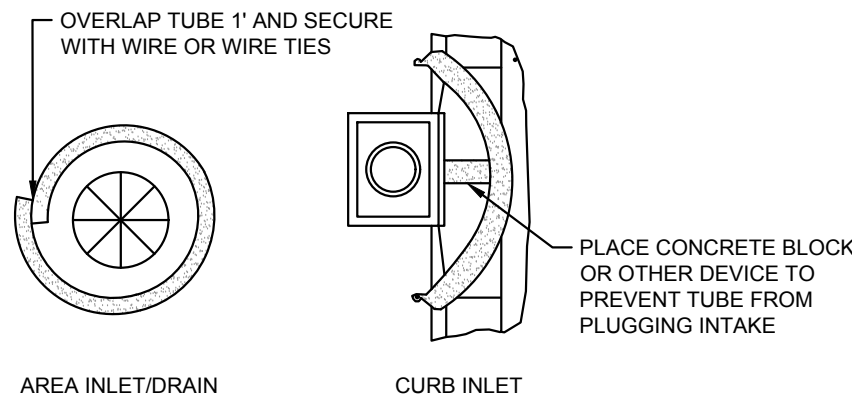
SHEET NUMBER
C3.0

NOTES:

1. FOR TWO-WAY TRAFFIC, MINIMUM WIDTH IS 20 FEET. A MINIMUM OF 4 FEET OF WIDTH SHALL BE ADDED FOR TRAILER TRAFFIC FOR A TWO-WAY ENTRANCE.
2. ROADWAY SHALL FOLLOW THE CONTOUR OF THE NATURAL TERRAIN TO THE EXTENT POSSIBLE.

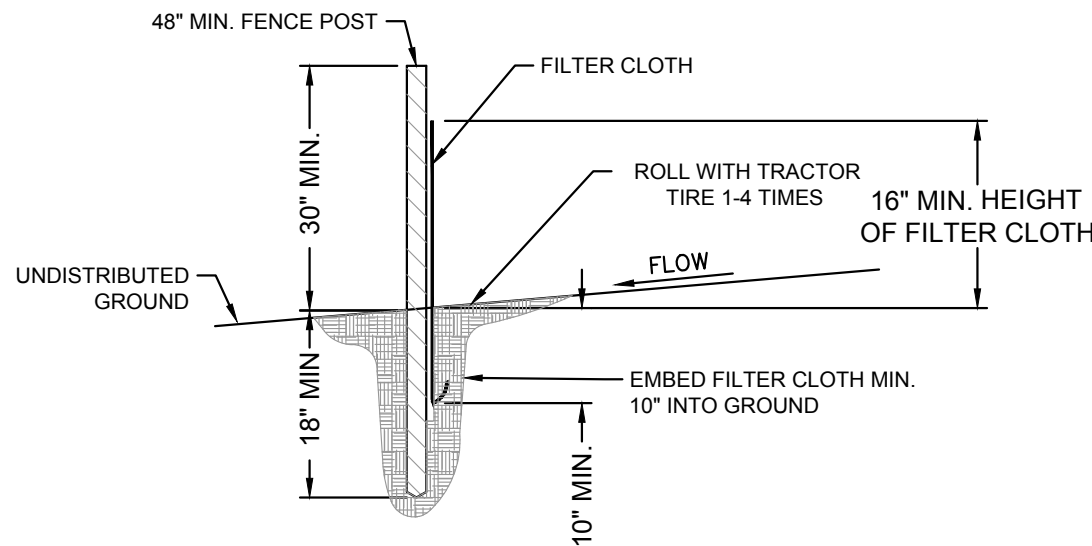


1
C4.0
CONSTRUCTION ENTRANCE
N.T.S.



2
C4.0
FILTER TUBES USED FOR INLET PROTECTION
N.T.S.

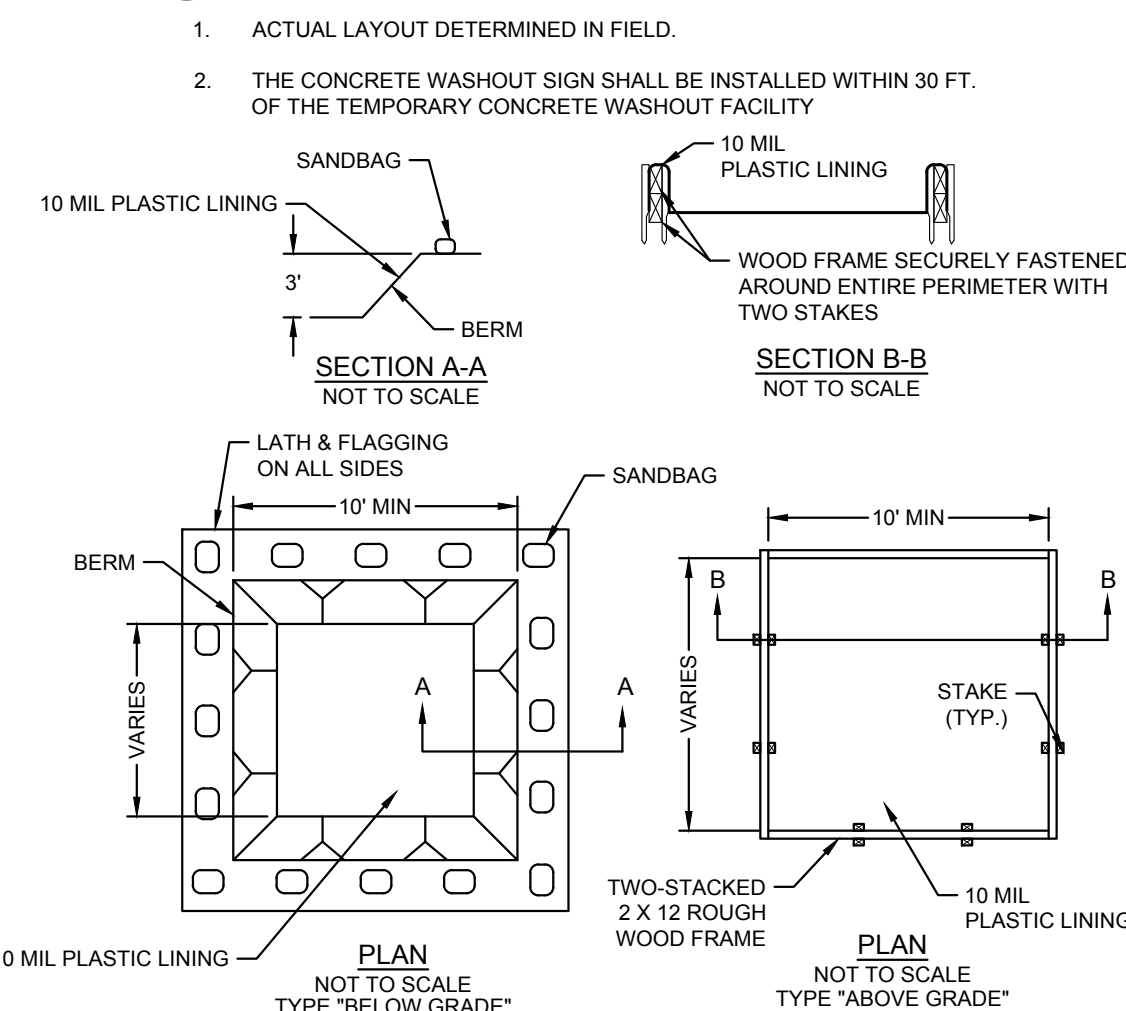
STATIC SLICE INSTALLATION



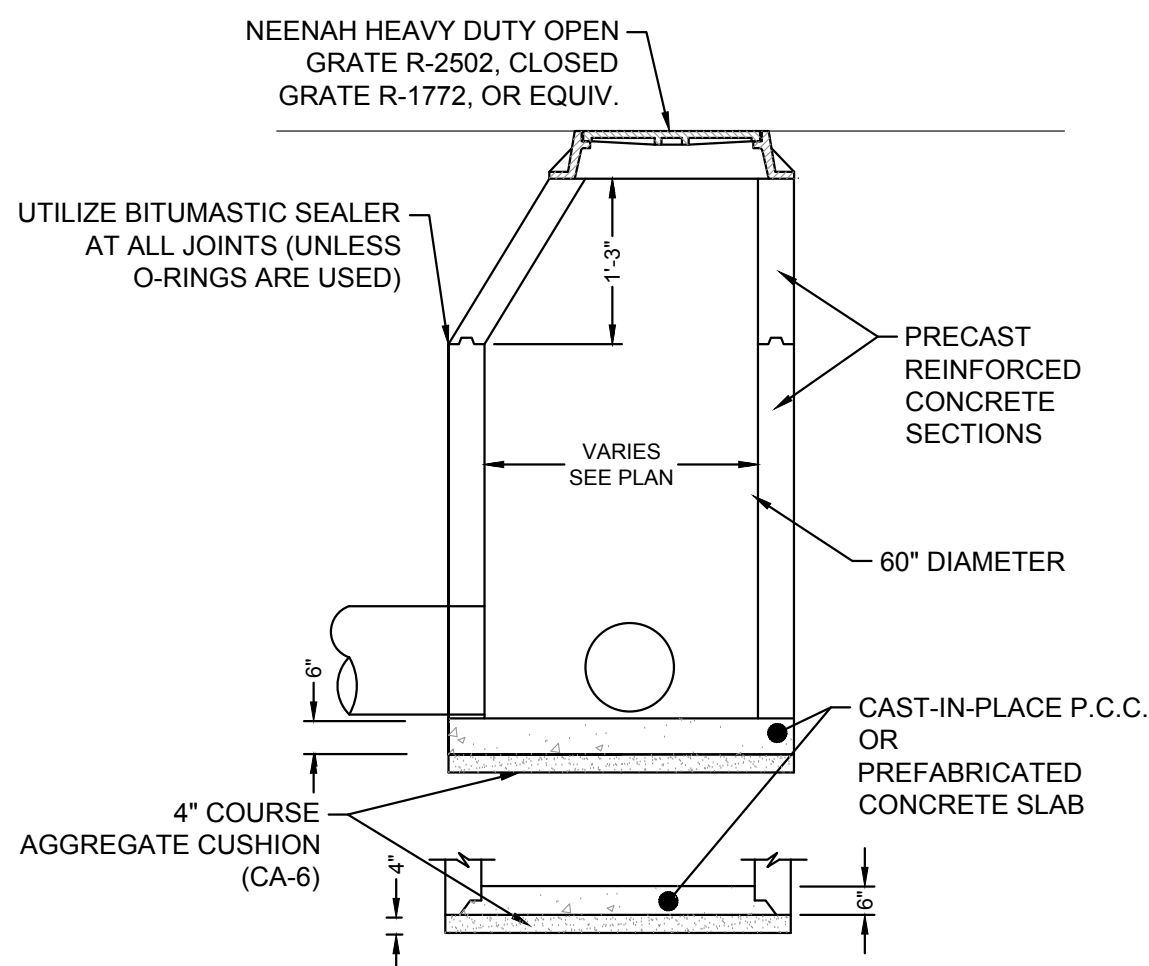
PERIMETER SEDIMENT CONTROL NOTES:

1. FENCE POST TO BE STEEL "T" OR "U" TYPE OR 2" HARDWOOD. FENCE POSTS ARE TO BE DRIVEN INTO GROUND 18" MIN. AT 10' MAXIMUM SPACING.
2. FILTER CLOTH TO BE FILTER X, MIRAFI 100X, STABILINKA T140N. CLOTH TO BE FASTENED SECURELY TO FENCE POSTS. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

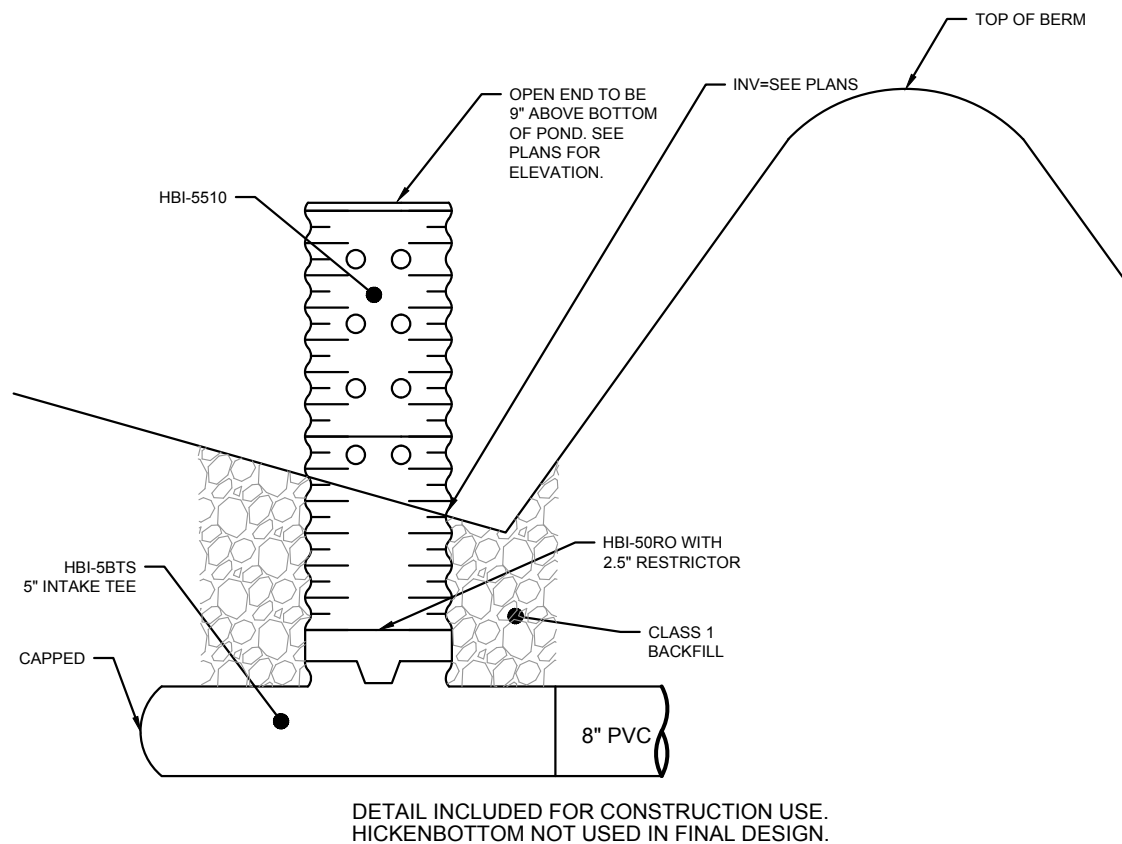
3
C4.0
PERIMETER SEDIMENT CONTROL DETAIL
N.T.S.



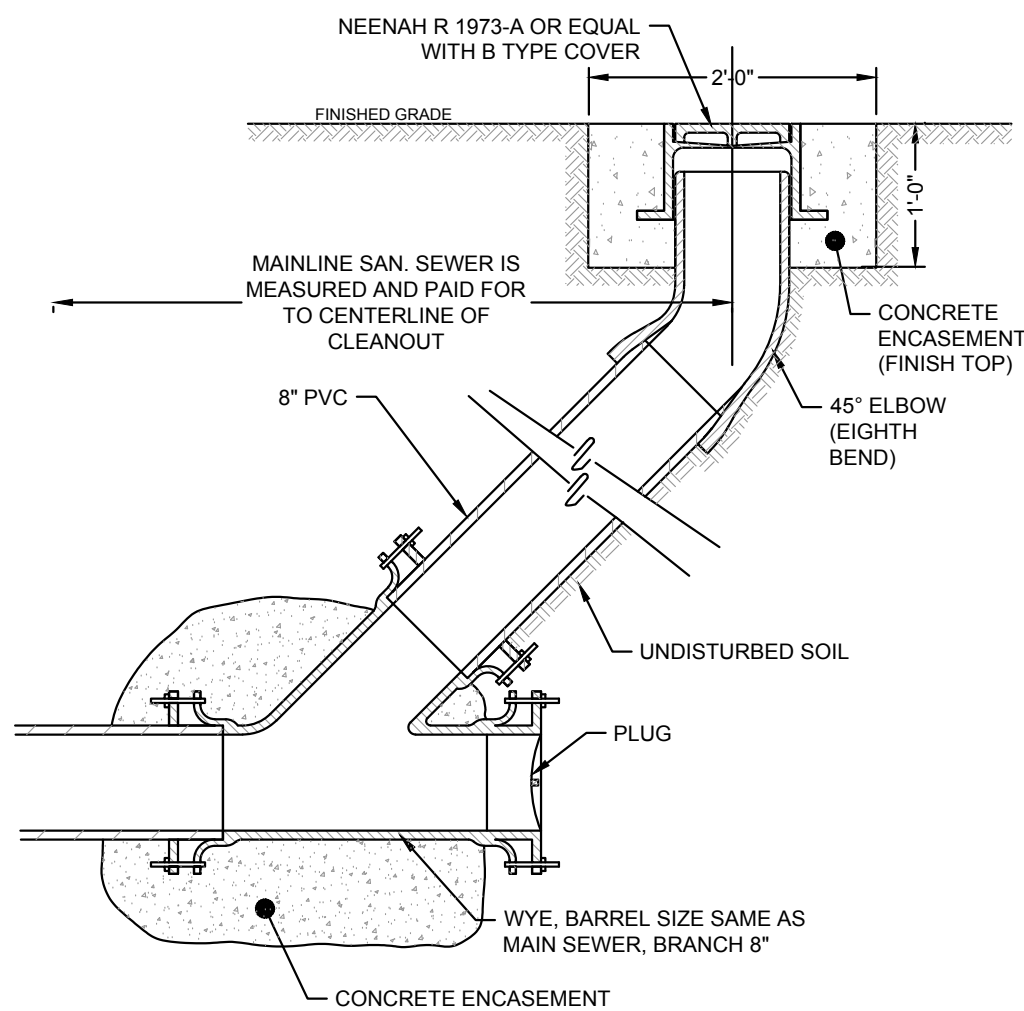
4
C4.0
CONCRETE WASH MANAGEMENT
N.T.S.



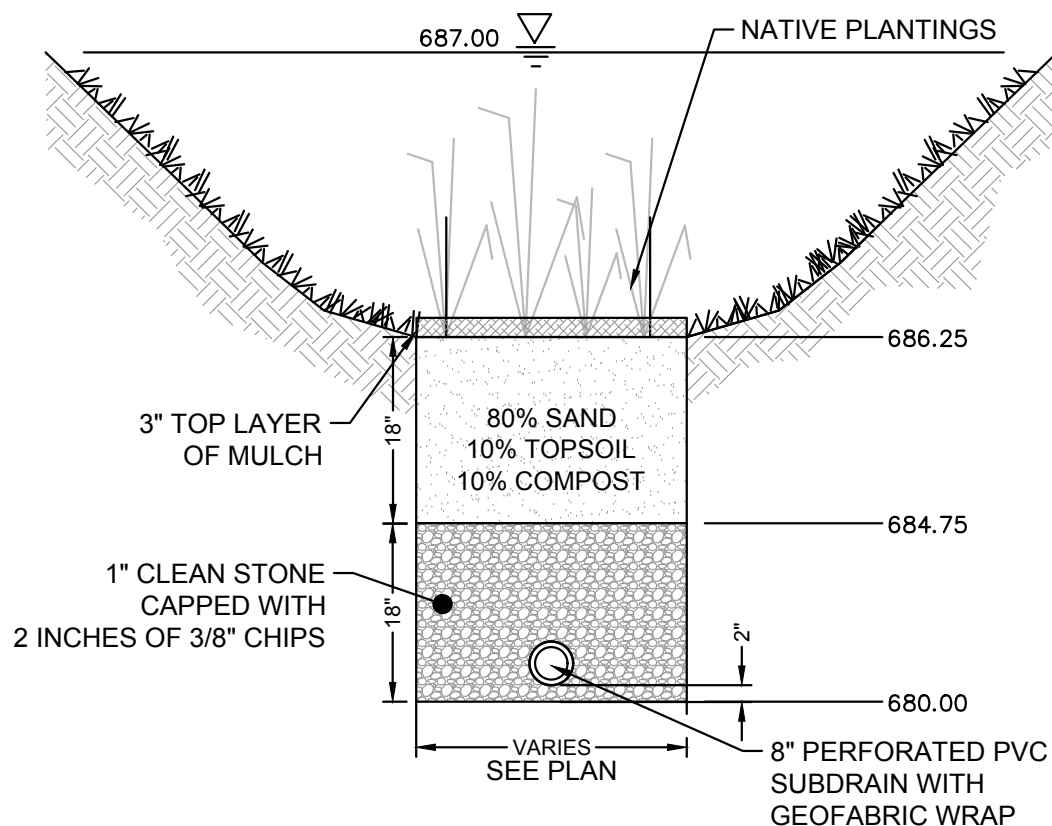
5
C4.0
STORM MANHOLE
N.T.S.



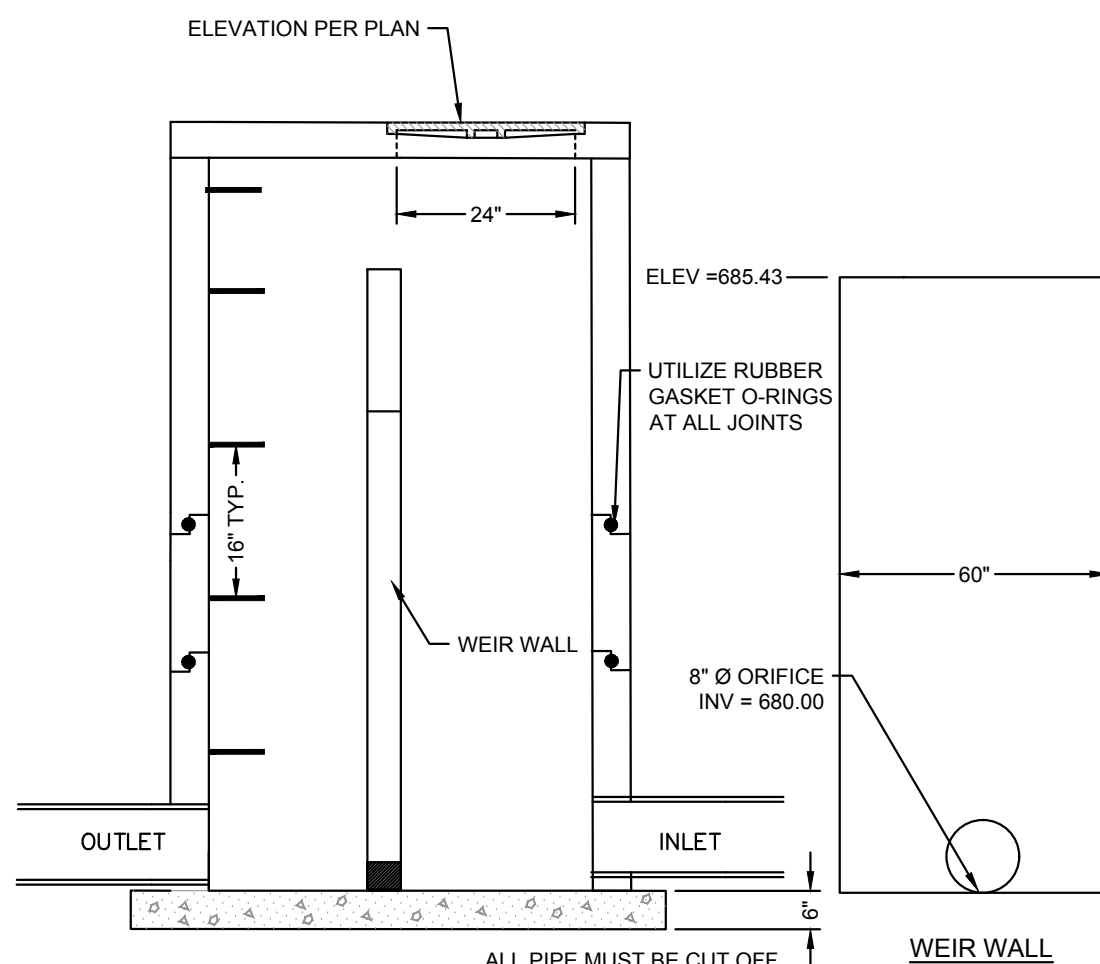
6
C4.0
5" HICKENBOTTOM SURFACED INLET
N.T.S.



7
C4.0
CLEANOUT DETAIL
N.T.S.



9
C4.0
EAST BIO-SWALE DETAIL
N.T.S.



10
C4.0
60"Ø STORM MANHOLE 2 DETAIL
N.T.S.

No	Date	Issue



Project Manual for:

DUCK CREEK PARK COURT IMPROVEMENTS

**3300 East Locust Street
Davenport, Iowa 52803**

January 15, 2025

Prepared for:

City of Davenport
700 West River Drive
Davenport, Iowa 52801

In association with:

IMEG Corporation

SECTION 000010 – TABLE OF CONTENTS

INTRODUCTORY INFORMATION

000010	Table of Contents
000015	List of Drawings

CONTRACTING REQUIREMENTS

000700	General Conditions
000800	Supplementary Conditions
000800A	Special Conditions

Division 01 - GENERAL REQUIREMENTS

011000	Summary
012200	Unit Prices
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017329	Cutting and Patching
017700	Closeout Procedures

Division 03 – CONCRETE

033000	Cast-in-place Concrete
--------	------------------------

Division 11 – EQUIPMENT

116800	Play Field Equipment and Structures
--------	-------------------------------------

Division 12 – FURNISHINGS

129300	Site Furnishings
--------	------------------

Division 31 – EARTHWORK

311000	Site Clearing
312000	Earth Moving

Division 32 – EXTERIOR IMPROVEMENTS

321313	Concrete Paving
321316	Asphalt Paving
321823	Sport Court Paving
323114	Chain Link Fences and Gates
329200	Turf and Grasses

Division 34 – Appendix

340000	Geotechnical Investigation Report
--------	-----------------------------------

END OF SECTION 000010

DUCK CREEK PARK COURT IMPROVEMENTS
TABLE OF CONTENTS

000010 - 1

SECTION 000015 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 DESCRIPTION

Graphic documents bound separately from the project manual entitled DUCK CREEK PARK COURT IMPROVEMENTS, dated January 15, 2025 are hereby made a part of the Contract Documents. The drawings include:

Sheet Number	Sheet Name
L-Series	
L0.1	Plan Project Items
L1.0	Existing Conditions Plan
L2.0	Site Preparation and Removals Plan
L3.0	Layout and Materials Plan
L4.0	Planting Plan
L5.0-L5.4	Details
C-Series	
C1.0	Civil Notes and Legend
C2.0	Erosion Control Plan
C2.1	Detailed Grading Plan
C3.0	Storm Plan and Profile
C4.0	Civil Details

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000015

SECTION 000700 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The American Institute of Architects “AIA Document A201 – General Conditions of the Contract for Construction, 2017 Edition, is hereby made a part of the Contract Documents.
- B. Modifications to A201-2017 are included in the attached document “SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017.” To the extent there is a conflict between this document and the A201-2017, the terms of this document shall prevail.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000700

SECTION 000800 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. The American Institute of Architects “AIA Document A201 – General Conditions of the Contract for Construction, 2007 Edition”, Articles 1 through 14 inclusive, are part of these Contract Documents. For brevity, this Document is referred to in the Contract Documents as the “General Conditions”.

1.2 SUPPLEMENTARY CONDITIONS

- A. The following Supplementary Conditions modify, change, delete from or add to, the General Conditions. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause is modified, changed or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

1.3 INSURANCE

- A. Contractor shall maintain, at its own expense, the following insurance coverages on an occurrence basis (except as to the coverage specified in subparagraph (a) below, which may be on a claims-made basis), insuring the Contractor, his employees, and agents, and the Indemnities as required herein (except that such agents shall not be insureds under the coverage specified in subparagraph (a) below), which insurance shall be placed with insurance companies rated at least “A Minus” by Best’s Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation or non-renewal of any such policies.
 - (a) Contractor’s Professional Liability Insurance [INTENTIONALLY OMITTED]
 - (b) Commercial General Liability Insurance (including limited form contractual liability and completed operations, explosion, collapse and underground hazards), covering personal injury, bodily injury and property damages in the amount of Two Million Dollars (\$2,000,000) per claim and aggregate, covering personal injury, bodily injury and property damage.
 - (c) Commercial Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) per claim and aggregate covering personal injury, bodily injury and property damage.
 - (d) Workmen’s Compensation Insurance in the amount of the statutory maximum with an Employer’s Liability coverage of at least Five Hundred Thousand Dollars (\$500,000).
 - (e) Umbrella or excess of loss coverage for Employer’s Liability, Comprehensive Liability and Auto Liability of not less than Five Million Dollars (\$5,000,000) for any one occurrence.

- (f) Contractor shall submit valid certificates and, if requested, policies, in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to Owner for Owner's approval before Contractor commences the rendition of any services hereunder.

11.1.2.1 Insert new paragraph:

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to indemnify, defend and hold the Owner, its directors, members, officers, agents, landlord, employees and the Architect and its consultants (collectively the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Indemnitees may incur by reason for any injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnitees) arising out of or occurring in connection with the negligent performance or lack of performance by the Contractor of his duties and obligations under or pursuant to this Agreement.
- (b) The Contractor hereby agrees to maintain the insurance described in paragraph 11.1.2 herein during the term hereof and for such longer periods as may be set forth in said subparagraphs. If the Contractor fails to furnish and maintain the insurance required, the Owner may after written notice to Contractor purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.
- (c) Contractor shall insure specifically the indemnity contained in subparagraph 11.1.2.1(a) of this Agreement. Independent of its obligation to indemnify, Contractor shall also add each of the following as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described in subparagraphs (b) and (c): Owner, Architect and their respective agents, officers, employees and consultants. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory rights or endorsements shall indicate that as respects the Indemnities, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies."

11.1.2.2 Insert new paragraph:

"Failure of Owner to demand Certificates of Insurance and/or policies shall not constitute a waiver of the contractor's responsibility hereunder. Nor shall review and/or approval by either the Owner in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance. Said endorsements or amendatory riders shall indicate that as respects said additional insured, there shall be severability of interests under said insurance policies. The Certificates and amendatory riders or endorsements shall clearly indicate the specific coverage (including contractual liability).

It is agreed and understood that under no circumstances shall the Contractor be relieved of providing insurance as required by this Contract. Contractor shall not be relieved of his obligation to provide insurance coverages as required herein and may not assert any defense of waiver, acquiescence, estoppel, or otherwise by the failure of Owner, or its agents to object to the form, content or absence of a Certificate. Owner reserves the right to inspect policies or other documents to verify that the Contractor complied with the provisions of this Contract regarding insurance coverage."

Insert new paragraph:

“Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance. Nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor of any tier, or either of their respective insurance carriers. Owner does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Owner, Contractor or any Subcontractor’s interest or liabilities, but are merely minimums. The obligation of the Contractor and every Subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Owner in the event that the Owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the Contractor’s or any Subcontractor’s insurance.”

Add new paragraph:

“Subcontractor’s Obligation to Obtain Insurance. The Contractor shall require that every Subcontractor of any tier obtain insurance of the same character as the Contractor, naming the same Additional Insureds as the insurance required of the Contractor. Before the commencement of any Work by any Subcontractor of any tier, the Contractor shall obtain and furnish the Owner and the Owner’s representative with Certificates of Insurance naming the Owner, the Owner’s representative, and all of their officers, directors, commissioners, officials, employees, consultants, volunteers and agents, as Additional Insureds on the insurance required to be obtained by each Subcontractor of any tier. Failure to submit such a certification signed by all Subcontractors shall be grounds to withhold payment in full or in part.”

B. Name the following as additionally insured:

OWNER: City of Davenport
700 West River Drive
Davenport, Iowa 52801

LANDSCAPE ARCHITECT: Hitchcock Design Group
22 East Chicago Avenue, Suite 200a
Naperville, IL 60540

ENGINEER: IMEG Corporation
1717 State Street, Suite 201
Bettendorf, Iowa 52722

1.4 BONDS

- A. Provide within fourteen (14) days of Contract Award, a Performance Bond and Labor and Material Payment Bond for 100% of the Contract Sum.
- B. Furnish bond with a surety qualified to do business in the State of Iowa. Both the surety and the agency through which the bond is purchased shall be acceptable to the Owner.
- C. Form of bond: AIA Document A311, current edition, or as acceptable to Owner.
- D. The bond shall remain in effect until the end of the guarantee period described in the Contract Documents.

- E. Payment to the Contractor for the bond cost will be made based on the value stated in the Unit Price Schedule if identified separately.

1.5 AUTHORIZED REPRESENTATIVES

- A. When authorized by the Owner, the definition of the term “Architect” and/or “Owner’s Representative” in the General Conditions and Contract Documents is amended to mean “Landscape Architect”.
- B. The Landscape Architect has engaged the services of professional architectural and engineering consultants to prepare certain drawings and specifications, and to perform certain construction phase services. The definition of “Architect” and/or “Owner’s Representative” in the General Conditions and Contract Documents is amended to mean “Landscape Architect” and shall include such consultants.

1.6 LANDSCAPE ARCHITECT’S RESPONSIBILITY

- A. The Landscape Architect and its consultants are providing professional services to the Owner during the execution of the Contractor’s work, which includes, but is not limited to:
 - 1. Administration of a Pre-Construction meeting.
 - 2. Review and recommend acceptability of certain construction component samples.
 - 3. Observations of the construction work in progress at appropriate intervals.
 - 4. Recommendations regarding the Contractor’s applications for payment of partially, substantially and finally completed work.
 - 5. Recommendations regarding Contractor’s and Owner’s requests for change orders.
 - 6. Interpretation and recommendations regarding required testing by the independent testing agency of items such as subgrade materials, concrete paving, and asphalt paving.

1.7 OWNER FURNISHED WORK

- A. In addition to Owner’s responsibilities outlined in the General Conditions, the Owner will provide the following for this work:
 - 1. Shade structure: Purchase Only, Contractor to take delivery and install
 - 2. Pickleball/Tennis posts/Nets: Purchase Only, Contractor to take delivery and install
 - 3. Benches: Purchase and Installation
 - 4. Picnic Tables: Purchase and Installation
 - 5. Trash Receptacles: Purchase and Installation
 - 6. Court Signs (optional): Purchase and Installation

1.8 MAINTENANCE

- A. Maintain and protect from vandalism until written Final Acceptance of Completed Work by the Landscape Architect and Owner.
- B. Contractor shall take normal precautions to protect from vandalism but shall not be held responsible for correction of damage caused by vandalism, with the exception of the concrete paving and curb work. ALL concrete paving and curbing shall be replaced by the Contractor at

no cost to the Owner if damaged by vandalism. Normal precautions may be defined as temporary fencing, signage or placing watchmen.

1.9 USE OF WORK

- A. Prior to Final Acceptance, the Owner may use any part of the partially completed work without objection or interference by the Contractor. Such use does not constitute Final Acceptance or approval of the work or relieve the Contractor of the maintenance requirements.

1.10 LIQUIDATED DAMAGES

- A. See Section 000800 Supplementary Conditions for additional information.
- B. Contractor acknowledges that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner will enter into agreements and make commitments to rent, lease or demise all or part of the premises where the Work is to be completed, all based on Contractor's agreement to achieve Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Owner will sustain extensive damages and loss as a result. The exact amount of such damages are difficult or impossible to quantify at the time of execution of this Agreement. As an additional inducement to Owner to enter into this Agreement, Owner and Contractor therefore agree as follows:
- C. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts, commencing on the first day following expiration of the Contract Time and continuing until actual achievement of Substantial Completion. The Contractor acknowledges and agrees that liquidated damages of \$500 per day are appropriate given the relative difficulty of determining the amount of damages that Owner will suffer or incur by virtue of Contractor's failure to complete the Work in all respects by the scheduled Final Completion Date, and that said amount per day is a reasonable amount under the circumstances.
- D. Owner may deduct liquidated damages described in subparagraph above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from unpaid amounts due the Contractor shall be payable to the Owner upon written demand, together with interest from the date of the demand at the rate of one percent (1%) per month.

1.11 ACTUAL DAMAGES

- A. In addition to recovery of liquidated damages if the Contractor fails to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to retain or recover from the Contractor, Landscape Architect and Engineering Fees for all services required after the Final Completion Date."

1.12 CONTRACT TIME

- A. Begin work no later than the time specified in the Contract or separate Notice to Proceed.
- B. Execute the work diligently in order to meet the Construction Schedule and the completion date.
- C. Obtain Substantial Completion of the work on or before date indicated in the Invitation to Bid unless additional time has been granted by the Owner.
- D. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the work.
- E. Contractor initiated change proposals for an increase in contract time must be submitted no later than 14 days after the identification of a delay.
- F. Contract time can be adjusted by written change order only. Verbal direction will not be acceptable.

1.13 PAYMENT

- A. Submit applications for payment to the designated Owner's Representative. Applications for payment must be approved in writing by the Owner's Representative before submittal to the Owner. Five percent (5%) of the amount due will be retained from payments for completed work that has received preliminary acceptance from the Owner's Representative. Additional amounts, determined by the unit prices may be withheld at the discretion of the Owner's Representative or Owner in order to ensure proper completion of the work. Properly completed labor and material waivers must accompany all payment requests. The retained amount will be authorized for payment only after final written acceptance by the Owner's Representative.
- B. No payments will be made for material ordered, stored at the Contractor's facilities, or stored on site without prior approval from Owner.
- C. Payment recommendations will be based on the Owner's Representative's opinion of the percentage complete of each line item in the Schedule of Values as stated by the Contractor in the application for payment.
- D. Payment Requests must be submitted with sufficient time for the Owner's Representative to review and make a recommendation to the Owner prior to the payment period cut-off date. Incomplete or inaccurate payment requests will not be processed until the following regularly scheduled payment period.

1.14 GUARANTEE

- A. Guarantee all work for one year following the date of Final Acceptance by the Landscape Architect and Owner. At the end of the guarantee period, the Contractor must replace all work that does not comply with the Contract Documents or is in an unsatisfactory condition as determined by the Owner or Owner's Representative.

- B. Following Final Acceptance, the Contractor is not responsible for damage caused by vandalism, abnormal usage, acts of God or alterations made to previously accepted work made by anyone other than his own personnel.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000800



SPECIFICATIONS
FOR THE
**DUCK CREEK PARK
COURT IMPROVEMENTS**

CIP #64101

SPECIAL PROVISIONS

Section I

GENERAL CONDITIONS

DUCK CREEK PARK COURT IMPROVEMENTS

CIP# 64101

A. Project Manager

The City Engineer or his designated representative shall be the Project Manager for this project.

B. Description and Completion of Work

The proposed improvements include, not limited to, site clearing, earthwork, concrete paving, asphalt paving, sport court surfacing, fencing, and restoration.

The quantities herein represent the design estimate of the amount of work to be completed. Actual as-built quantities may vary from bid quantities.

The Contractor shall be responsible for all survey and construction staking including subgrade, subbase, pavement, and equipment layout.

The Notice to Proceed will be issued as soon as the contract is executed by the City. The start date will be April 15, 2025 and the substantial completion date will be July 14, 2025. Final Completion for weather dependent items will be July 14, 2025.

The contractor shall begin construction on or before the date specified and complete all work, including final cleanup and removal of all equipment within 100 working days. Liquidated damages of \$500.00/day shall be charged to the Contractor for each working day over the specified time.

C. Monthly Progress Payments

Monthly Progress payments initiated by the Engineer; will be made under this contract. All approved monthly progress payments will have five percent (5%) retained.

D. Project Supervision, Inspection, and Staking

City inspector(s) and/or City employed independent testing agencies shall be used on this project to insure compliance to the specifications or other directives issued. The Contractor shall be cooperative in allowing City inspectors and their testing agencies full access to the project, obtaining material samples and performing required testing. The City will test at the quantity and frequency as determined per the Engineer and SUDAS Specifications.

All construction staking and associated surveying necessary for the entirety of the project shall be the contractor's responsibility.

Computer Aided Drafting (CAD) files are available for the contractor's use, however it shall be noted that the contractor is responsible for constructing the project per the official plans and specifications provided on the City bid site including any addendums issued.

The Engineer and/or Construction Inspector shall be given the opportunity to check the forms and grade prior to paving and surfacing placement. After completion, the Contractor shall measure all slopes and submit to the Project Manager that they meet all ADA requirements. Pavement conditions found out of compliance shall be replaced at no cost to the City.

The Contractor shall give three (3) days' notice to the Engineer of the date and location of commencement of work so that an inspector can be available.

E. Limitations of Operations

The Contractor shall conduct the work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. Every effort shall be made to maintain access to all residences and businesses and shall provide a safe alternate route for pedestrians during the construction process. The Contractor shall coordinate the anticipated hours of work during the pre-construction meeting which will then be discussed and approved after said meeting.

The Contractor shall be responsible for monitoring site conditions and using equipment, means and methods which will minimize damage to streets and surrounding property. Repair of damage caused by carelessness and/or the use of improper equipment, means and methods shall be the responsibility of the contractor. The Contractor shall protect any appurtenances not scheduled to be removed and its appurtenances from damage at all times and shall repair any damaged pavement at the Contractor's expense.

F. Waste Sites and Salvage

Surplus excavated material such as rock, broken concrete and similar materials shall be disposed of in a legal manner outside of the limits of the job site at a location chosen by the Contractor and approved by the Engineer, at the Contractor's expense.

G. Utilities

The Contractor shall be responsible for ascertaining the exact location of all utilities and services from the utility companies before starting construction and coordinating all construction activities with the utility companies as may be necessary. All utilities shall remain in service during construction, unless authorization has been obtained from the Utility Company.

In the event a utility facility is exposed by construction, adequate measures shall be taken to properly support each utility or service. Bedding and backfilling shall be properly placed and compacted so as not to cause damage or settlement of utility facilities or services. Limestone screenings are not allowed for use as backfill material.

Water box, gas valve, & utility manhole adjustments shall be incidental to this contract.

1. Field Location

Utility Location Service (Iowa One Call) (800) 292-8989

MidAmerican Energy

Windstream

Aureon Network Services

Mediacom

Metro Fibernet, LLC

BDC Group, Inc.

Iowa-American Water Co.

City of Davenport

CenturyLink

2. Administration

Name/ Address of Utility
MidAmerican Energy (MEC)
2811 5th Ave.
Rock Island, IL 61201

Type
MEC Primary Contact Site
QCGov@midamerican.com

For MEC project Specific Correspondence:

Gas: Paul Swanson
(563) 793-3760
PCSwanson@midamerican.com

Electric: Nick Benhart
(563) 333-8718
NCBenhart@midamerican.com

Century Link
3565 Utica Ridge Road
Bettendorf, IA 52722

Telephone: Tony Glessner
(563) 355-6402

Mediacom
3900 26th Avenue
Moline, IL 61265

Cable T.V.: Mitch Hancock
(309) 743-4735
(800) 824-6047 (Repairs)

WindStream
Martha's Way
Hiawatha, IA 52233

Telephone: Stephen Kness
(563) 533-3218

Iowa American Water Co.
5201 Grand Avenue
Davenport, IA 52805

Water: Julie DuBois-Allender
(563) 468-9222

Iowa Communications Network
400 E 14th St
Des Moines, Iowa 50319

Mike Broderick
(515) 725-4692

City of Davenport
1200 E. 46th Street
Davenport, Iowa 52807

Engineering: Brian Schadt
(563) 326-7923
Ben Johnson-Sign Supervisor
(563) 326-7923

City of Davenport Fire Department
331 Scott Street
Davenport, Iowa 52801

Administration
(563) 326-7906

H. Cleanup During Construction and Waterway Protection

The Contractor shall provide and maintain protection devices at all times during the course of this project to ensure no concrete slurry, silt or other undesirable debris enters the storm sewer system, creeks or other natural waterways.

The Contractor shall be responsible for washing vehicles at appropriate areas within the site in order to prevent tracking of material outside the project limits.

The Contractor is responsible to further protect storm water systems by the use of portable and disposable concrete washout containment systems, sediment filter tubes, inlet protection devices, or other approved products that comply with standard industry practice.

If necessary, the Contractor shall periodically sweep any tracked material, dried washout or wet saw residue, or other construction debris out of the street, at no cost to the City of Davenport.

Costs associated with providing concrete washout or wet sawing protection devices shall be considered incidental to all contract items.

I. Hours of Work and Public Advisory

The Contractor shall coordinate the anticipated hours of work during the pre-construction meeting. The Contractor, or its designated representative, will provide notice of all street closures and detours on the cityofdavenportiowa.com/roadwork website after pre-approval by the Project Manager and shall be responsible to provide notice of re-opening at cityofdavenportiowa.com/roadopen. At no time shall construction begin prior to 7:00 a.m. and it shall not exceed past 7:00 PM without advanced approval of the City of Davenport's project manager. Normal days of operations are Monday through Friday. The Contractor shall establish a Public Information and Notification Program. Written notice shall be delivered to each home and/or business within the project limits a minimum of seventy two (72) hours in advance of any construction. This written notification shall describe work to be performed, schedule, how it affects them, and a local telephone number of the Contractor which they can call to discuss the project or their problems.

Failure to notify the residents or businesses as described above may result in project delays. The Contractor will not be allowed any compensation or additional working days for failing to comply with this directive.

Public Relations Program shall be considered incidental to this contract.

J. Permits

The Contractor shall apply for a COSESCO, Excavation, Building, and Electrical permits at Public Works prior to beginning work. There will be no charge to the contractor for the permits.

K. Barricades

When work areas are left unprotected (or inadequately protected) by the Contractor the City reserves the right to place barricades and charge the contractor for the expenses incurred.

L. Traffic Control

The contractor shall establish and maintain appropriate traffic control in accordance with SUDAS Section 8030 and as directed by the Engineer.

The Contractor shall provide 72 hour advance notice of all lane restrictions, street closures and detours on the cityofdavenportiowa.com/roadwork website after pre-approval of the notice by the Engineer and shall be responsible to provide notice of re-opening at cityofdavenportiowa.com/roadopen

Refer to the project Estimate Reference Information for additional traffic control and staging requirements.

M. Final Cleanup

Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, clean out intakes, catch basins and manholes of all debris within the project limits, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not

make any agreement, which allows salvaged or unused material to remain on private property within view of a road except when consistent with previous land use.

All ground occupied by the Contractor in connection with the work, which is within view of or adjacent to a road, shall be restored. Restoration shall include appropriate smoothing to its original condition and may include making the area suitable for cultivation and, where vegetation has been disturbed, seeding of the area. All material removed from the work site due to final cleaning shall become the property of the Contractor.

The disturbed areas around the newly constructed sidewalks, ramps, curb & gutter, and driveway shall be graded smooth and shall be free from stones, debris, broken concrete or any other material deemed unsuitable by the Engineer or his representative and shall be suitable for the growth of seed. Any additional backfill required for placing sod shall be the responsibility of the Contractor and shall be considered incidental unless called-out in a bid item. The sod mixture shall be as defined further within.

Final cleanup shall be subject to approval of the Engineer and in accordance with applicable regulations.

N. Submittals

Submit certification of compliance indicating the materials incorporated into this project comply with the Contract Documents.

The Contractor shall provide the Project Inspector with a copy of all material load tickets as each load arrives or by the end of each working day in a manner which will enable the Inspector to verify material compliance and quantity.

Tickets for all deliveries of PCC and HMA shall be provided to the Project Inspector at the arrival of each load.

Failure to provide these tickets shall result in non-payment of this item for that given day or load.

O. Changes

Contractor shall be required to notify City of changed conditions or items of work not covered by the contract plans and specifications. No extra work shall be performed by the Contractor until a change order can be processed. Any work completed prior to execution of a signed change order is at the contractor's own risk.

End of Section

SPECIAL PROVISIONS

DUCK CREEK PARK COURT IMPROVEMENTS CIP# 64101

SECTION II

A. General Governing Specifications

Insofar as applicable and except as modified by the Plans or Special Provisions, this project shall be constructed in accordance with and in order of the following specifications; The City of Davenport Supplemental Specifications to SUDAS, the current SUDAS Specifications, the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, 2015 edition.

B. Estimate Reference Information

Item-by-item Estimate Reference Information can be found in the plans and shall be considered part of the Special Provisions.

BASE BID ELEMENTS

Item #	Item Description	Reference	Item Code	QTY	Unit	Incidental or Included Items
Section 2010 - Earthwork, Subgrade, and Subbase						
1	Topsoil, On-site	2010, 1.08, D, 1	2010-108-D-1	555	CY	Stripping and stockpiling topsoil, preparing the topsoil placement area by tillage or ripping, re-spreading the topsoil, additional tillage to address compaction during placement; and removal of clods, roots, stones, and other undesirable materials.
2	Topsoil, Compost Amended	2010, 1.08, D, 2	2010-108-D-2	61	CY	Preparing the placement area by tillage or ripping and furnishing, transporting, placing, and incorporating compost at bio-swale
Section 4030 - Sewers and Drains						
3	Flared End Section, Type 2 Apron,	4030, 1.08, B	4030-108-B-0	1	EA	Trench excavation, dewatering, furnishing and installing pipe, furnishing, placing, and compacting bedding and backfill, material,

						connectors, and other appurtenances.
--	--	--	--	--	--	--------------------------------------

Section 4040 - Subdrains and Footing Drains

4	Subdrain, Solid Wall PVC, 8"	4040, 1.08, A	4040-108-A-0	484	LF	Trench excavation, furnishing and placing bedding and backfill material, engineering fabric (when specified), connectors, and elbows and tees. The length of elbows and tees of the pipes installed will be included in the length of pipe measured.
5	Subdrain Cleanout, Type A-1, 8"	4040, 1.08, C,1	4040-108-C-1	2	EA	Cleanout casting, cover, concrete base, and connection fittings

Section 6010 - Structures for Sanitary and Storm Sewers

6	Manhole, PCC SW-401,	6010, 1.08, A	6010-108-A-0	2	EA	Excavation, furnishing and installing pipe, lining (if specified), furnishing, placing, and compacting bedding and backfill material, base, structural concrete, reinforcing steel, precast units (if used), concrete fillets, pipe connections, castings, and adjustment rings.
---	----------------------	---------------	--------------	---	----	--

Section 7010 - Portland Cement Concrete Pavement

7	Pavement, PCC, 5"	7010, 1.08, A	7010-108-A-0	679	SY	Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing.
---	-------------------	---------------	--------------	-----	----	--

Section 7040 - Pavement Rehabilitation

8	Pavement Removal	7040, 1.08, H	7040-108-H-0	4615	SY	Sawing, breaking, removing, and disposing of existing pavement and reinforcing steel.
---	------------------	---------------	--------------	------	----	---

Section 9010 - Seeding

9	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2	9010, 1.08, B	9010-108-B-0	4513	SY	Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
---	---	---------------	--------------	------	----	---

Section 9030 - Plant Material and Planting

10	Acer saccharum 'Cresendo' / Crescendo Sugar Maple, B & B	9030, 1.08, C	9030-108-C-0	2	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
11	Celtis occidentalis 'Chicagoland' / Chicagoland Hackberry, B & B	9030, 1.08, C	9030-108-C-0	2	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
12	Platanus occidentalis / American Sycamore, B & B	9030, 1.08, C	9030-108-C-0	1	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
13	Quercus macrocarpa / Bur Oak, B & B	9030, 1.08, C	9030-108-C-0	1	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
14	Cercis canadensis 'Appalachian Red' / Appalachian Red Eastern Redbud, B & B	9030, 1.08, C	9030-108-C-0	6	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance

						during the establishment period, and replacements.
--	--	--	--	--	--	--

Section 9040 - Erosion and Sediment Control

15	Silt Fence	9040, 1.08, N, 1	9040-108-N-1	1163	LF	Subgrade stabilization fabric.
----	------------	------------------	--------------	------	----	--------------------------------

Section 9060 - Fence

16	Chainlink Fence, Tennis/Pickleball, 10' Ht.	9060, 1.08, A	9060-108-A-0	1000	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
17	Chainlink Fence, Tennis/Pickleball, 8' Ht.	9060, 1.08, A	9060-108-A-0	200	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
18	Chainlink Fence, Tennis/Pickleball, 4' Ht.	9060, 1.08, A	9060-108-A-0	184	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
19	Chainlink Fence, Tennis/Pickleball, 4' Ht. Divider Fence	9060, 1.08, A	9060-108-A-0	184	LF	Posts, fabric, rails, braces, truss rods, ties, tension wire, tension bands, tension bars, grounds, fittings, PVC coating (if specified in the contract documents), excavation of post holes, and concrete encasement of posts.
20	Chainlink Fence, Tennis/Pickleball Gates, 4' Ht., Single Swing	9060, 1.08, B	9060-108-B-0	2	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop

						block, and center gate stop.
21	Chainlink Fence, Tennis/Pickleball Gates, 8' Ht., Single Swing	9060, 1.08, B	9060-108-B-0	2	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
22	Chainlink Fence, Tennis/Pickleball Gates, 10' Ht., Single Swing	9060, 1.08, B	9060-108-B-0	4	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
23	Chainlink Fence, Tennis/Pickleball Gates, 10' Ht., Double Swing	9060, 1.08, B	9060-108-B-0	2	EA	Gate rails, fabric, stretcher bars, braces, vertical stay, hinges, latches, keepers, drop bar lock, and center gate stop.
24	Removal of Fence	9060, 1.08, E	9060-108-E-0	980	LF	Off-site disposal of fence (including posts, concrete encasement of posts, gates, grounds, and barbed wire) and placing and compacting backfill material in post holes.

Section 11,010 - Construction Survey

25	Construction Survey	11,010, 1.08, A	11,010-108-A	1	LS	The costs of resetting project control points, re-staking, and any additional staking requested beyond the requirements of this section.
----	---------------------	-----------------	--------------	---	----	--

Section 11,020 - Mobilization

26	Mobilization	11,020 1.08, A	11,020-108-A	1	LS	The movement of personnel, equipment, and supplies to the project site; the establishment of offices, buildings, and other facilities necessary for the project; and bonding, permits, and other expenses incurred prior to construction.
----	--------------	----------------	--------------	---	----	---

Section 11,050 - Concrete Washout

27	Concrete Washout	11,050, 1.08, A	11,050-108-A-0	1	EA	Providing concrete washwater containment, collection, and disposal.
----	------------------	-----------------	----------------	---	----	---

Special Provision Items

28	Tennis Nets Installation	Special Provisions	129300	5	EA	Install including layout, footings, equipment assembly, and installation compliance.
29	Pickleball Nets Installation	Special Provisions	129300	4	EA	Install including layout, footings, equipment assembly, and installation compliance.
30	Inlet Protection	Special Provisions	311000	4	EA	Filter tube protection product installation, maintenance, and removal.
31	Tree Protection	Special Provisions	311000	748	LF	Tree protection fence post, fabric, maintenance, and removal.
32	Removal and Disposal of Tree	Special Provisions	311000	8	EA	Removal of tree and stump and backfill in area where roots have been removed, and removal and disposal of all materials.
33	Remove Tennis Netting/Posts	Special Provisions	311000	6	EA	Removal and disposal of tennis nets, posts, and footings.
34	Remove Concrete Bollards	Special Provisions	311000	14	EA	Removal and disposal of concrete bollards, and placing and compacting backfill material in post holes.
35	Balanced Earthwork	Special Provisions	312000	2750	CY	On site excavation and placement.
36	Sport Court Asphalt Paving	Special Provisions	321216	4815	SY	Asphalt mix with asphalt binder, tack, coats between layers, construction zone protection, and quality control.
37	Sport Court Color Coat	Special Provisions	321216	4815	SY	Acrylic surface coating, construction zone protection, and quality control.
38	Sport Court Striping, Pickleball/Tennis	Special Provisions	321216	9	EA	Sport court striping for tennis and pickleball.
39	Chainlink Fence Pickleball, Safety Cap	Special Provisions	323113	184	LF	Safety cap installed on top of 4' ht chain link pickleball divider fencing.
40	Pickleball/Tennis Windscreen	Special Provisions	323113	1052	LF	Windscreen fabric attached to surrounding chain link fences.
41	Mulch	Special Provisions	329300	1	CY	Double shredded hardwood mulch.

42	Wet Native Plug Mix	Special Provisions	329300	223	SY	Wet Native Plug Mix installation.
43	Storm Inlet	Special Provisions	334100	1	EA	5" Hickenbottom surfaced inlet in bioswale.

Alternate 1 Core Area Walk & Shelter

A1	Pavement, PCC, 5"	7010, 1.08, A	7010-108-A-0	200	SY	Final trimming of subgrade or subbase, integral curb, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing.
A2	Shelter (Installation)	Special Provisions	129300	1	LS	Take delivery and install shelter purchased by owner according to manufacturers instructions including footings.
A3	Omit Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2	9010, 1.08, B	9010-108-B-0	(200)	SY	Removal of rock and other debris from the area; repairing rills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care during the care period, unless these items are bid separately.
A4	Aronia melanocarpa 'Morton' / Iroquois Beauty TM Black Chokeberry, 36" Ht.	9030, 1.08, C	9030-108-C-0	12	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
A5	Sporobolus heterolepis / Prairie Dropseed, 1 gal.	9030, 1.08, C	9030-108-C-0	12	EA	Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance

A6	Allium tanguticum 'Summer Beauty' / Summer Beauty Globe Lily, bulb	9030, 1.08, C	9030-108- C-0	15	EA	during the establishment period, and replacements. Delivery, excavation, installation, watering, placing backfill material, mulching, wrapping, staking or guying, herbicide, maintenance during the establishment period, and replacements.
----	---	------------------	------------------	----	----	---

Contingency Allowance

Construction Contingency - Enter \$30,000	NA	NA	1	LS	The bid tabulation includes an item for a contingency allowance. This item shall include the cost of all labor, equipment and materials required for unforeseen circumstances. This item shall be used only with prior authorization and written approval of the Engineer. This item shall be bid per lump sum in the amount of \$30,000. Payment shall be made based upon approved individual incidences.
---	----	----	---	----	--

End of Section

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Work provided by owner
 3. Use of premises.
 4. Owner's occupancy requirements.
 5. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: DUCK CREEK PARK COURT IMPROVEMENTS
- B. Project Location:
1. 3300 East Locust Street
 2. Davenport, Iowa 52803
- C. Owner:
1. City of Davenport
 2. 700 West River Drive
 3. Davenport, Iowa 52801
- D. Landscape Architect: Hitchcock Design Group, 22 East Chicago Avenue, Suite 200A, Naperville, Illinois 60450, Eric Hornig, 630.961.1787, ehornig@hitchcockdesigngroup.com or Andy Howard ahoward@hitchcockdesigngroup.com
- E. Work will include site clearing, earthwork, water, sanitary, and electrical utility connections, splash pad equipment installation, play equipment installation, shade sail installation, concrete paving, playground surfacing, fencing, and restoration.
- F. Project will be constructed under a **unit price contract** with some items being provided by the owner as described below and as indicated in the contract documents.

1.3 WORK PROVIDED BY OWNER

A. DESCRIPTION

<i>Key</i>	<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit</i>
P	Shade structure:	1	EA
P	Pickleball/Tennis posts/Nets:	4/5	EA
PI	Benches:	4	EA

PI	Picnic Tables:	2	EA
PI	Trash Receptacles:	2	EA
PI	Court Signs (optional):	2	EA

B. KEY

PI	Owner Provided and Installed
P	Owner Provided Only, Contractor to take delivery and Install

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period as approved by the owner. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy / access to the site.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- B. On-Site Work Hours: Work in the existing building due to the project time line will not be limited. The contractor will be given access as needed to the site.
 - 1. Weekend Hours: As needed. Due to some functions, noise limits may apply.
 - 2. Early Morning Hours: As arranged with owner.
 - 3. Hours for Utility Shutdowns: As scheduled with the owner.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Controlled Substances: Use of tobacco products and other controlled substances is not permitted on the property.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
 - 1. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 2. Maintain list of approved screened personnel with Owner's representative.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES (IN ADDITION TO PROJECT PAY ITEMS)

- 1. Unit Price No. 1: Over Excavate and Backfill with Structural Fill
 - a. Provide and install structural fill as indicated in Section 312000 Earth Moving including related materials and excavation required for successful installation.
 - b. Unit of Measurement: CUBIC YARD (CY)
- 2. Unit Price No. 2: Import Topsoil
 - a. Provide and install topsoil as indicated in Section 329300 Plants including related materials and excavation required for successful installation.

b. Unit of Measurement: CUBIC YARD (CY)

END OF SECTION 012200

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. See Division 01 Section "Unit Prices" for administrative requirements for using unit prices.

1.2 MINOR CHANGES IN THE WORK

- A. Owners Representative will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect provided form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Owners Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Owners Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 14 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use contractor provided form.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on Architect provided form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets Submittals Schedule and Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Provide a breakdown of the Contract Sum by subcontractor and in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owners Representative and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Owners Representative by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).

4. Schedule of unit prices.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Digital Files (Adobe Acrobat PDF)
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.5 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Owners Representative of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owners Representative, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. LEED requirements.
 - l. Preparation of Record Documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Construction waste management and recycling.
 - r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and priorities.
 - u. First aid.
 - v. Security.
 - w. Progress cleaning.
 - x. Working hours.
 3. Minutes: Owners Representative will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owners Representative of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Owners Representative, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Owners Representative will record and distribute to Contractor the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Owners Representative.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Owners Representative's Action: Owners Representative will review each RFI, determine action required, and return it. Allow seven working days for Owners Representative's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Owners Representative's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Owners Representative's action may include a request for additional information, in which case Owners Representative's time for response will start again.
 3. Owners Representative's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owners Representative in writing within 10 days of receipt of the RFI response.
- D. On receipt of Owners Representative's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owners Representative within seven days if Contractor disagrees with response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log as part of coordination meetings.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Owners Representative.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Owners Representative's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Field condition reports.
 - 4. Digital Photographs
- B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

- D. Digital Photographs: Submit digital photographs of construction progress daily when advancement has occurred from 5 vantage points to be selected in field.
 - 1. Jpeg format
 - 2. Number by label consistently.
 - 3. Minimum 4x6 at 300 dpi resolution (+/-1-3 MB per image)

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities

in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 7 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 14 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At progress meetings, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
- C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
- D. See Division 01 Section "Closeout Procedures" for submitting warranties.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked
 - ☐ No Exceptions Taken.
 - ☐ Exceptions Noted, Do Not Resubmit.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Conditions agreed to at time of transfer

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 - 4. Number of Copies: Digital files (Acrobat PDF). Architect will return marked digital copies. Retain fields for inclusion in Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.

- h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Digital files (Acrobat PDF).
 4. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 5. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 6. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 8. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 9. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

- E. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Digital files (Acrobat PDF).
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Construction Photographs: Comply with requirements specified in Division 01 Section "Photographic Documentation."
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - ☐ No Exceptions Taken.
 - ☐ Exceptions Noted, Do Not Resubmit.
 - ☐ Exceptions Noted, Resubmit.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed, unless otherwise indicated.
- J. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

- 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Division 01 Section "Execution" for progress cleaning requirements.

1.2 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is not available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from Owner's existing system is not available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Utilize the existing fence, maintain appropriately and remove when timing is appropriate for installation of the new permanent fence.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use contractor provided form.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable

product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
- b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store cementitious products and materials on elevated platforms.
- 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit CAD/PDF files of topographic survey of installed elements.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information: describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided; list products to be used and firms or entities that will perform the Work; indicate when cutting and patching will be performed.
 - 1. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 2. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 3. Owner's Representative's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's Representative's opinion, reduce the

building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.

14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's Representative, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Owner's Representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit editable digital file of list (Excel or Word preferred). Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Owner's Representative for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

- g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - i. Replace parts subject to unusual operating conditions.
 - j. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes for fence footings, net footings, and shelter footings. This work is considered incidental to the installation of these items and will not be measured or paid for separately.
- B. See Division 31 Section "Earth Moving" for drainage fill under slabs-on-grade.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Material test reports.
- D. Shop Drawings:
 - 1. Reinforcing materials

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
 - 2. ACI 315, "Standard Practice for Detailing Reinforced Concrete"
 - 3. ACI 318, "Building Code Requirements for Structural Concrete"
 - 4. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type II
 - a. Fly Ash: ASTM C 618, Class C.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
 - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Water: Potable.
- C. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.5 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ½" thick polyethylene, closed cell, expansion joint filler w/ strip cap.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Consult with manufacturer for mix design / procedures in form lined seatwalls.
- C. Proportion normal-weight concrete mixture as follows:
 1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum Water-Cementitious Materials Ratio: 0.40.
 3. Slump Limit: 3 inches, plus or minus 1 inch.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

2.7 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Provide ½" chamfer on exterior corners and edges of permanently exposed concrete unless otherwise noted.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
- B. Place expansion joint material with caulk around all embedded items.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Bear foundations on undisturbed native soil or engineered fill having a minimum safe net allowable bearing pressure of 2,000 psf.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- D. Cold-Weather Placement: Comply with ACI 306.1.
- E. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces below finish grade.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces above finish grade.
 - 2. Apply rubbed finish to these surfaces.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent

formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a medium broom finish to match exterior concrete paving as indicated.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
 - 1. Testing Services: Tests shall be performed according to ACI 301.

2. Contractor to pull 4 cylinders for every 50 CY of concrete for compression testing. One at 7 days, two at 28 days and a spare.

END OF SECTION 033000

SECTION 116800 - PLAY FIELD EQUIPMENT AND STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Tennis / Pickleball Equipment
- B. See manufacturer's specifications for additional information pertaining to the Shelter included at the end of this section.

1.2 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for play equipment and structures.
- B. Stamped Engineering Drawings: Provide stamped and sealed engineering calculations and drawings for all structures including Shelters and associated footings in accordance with local codes. Contractor to coordinate electrical cutouts per Architect and Owner's approval with each structure manufacturer.
- C. Manufacturers Kit:
 - 1. Installation Drawings
 - 2. Touch up Paint
 - 3. Spare Parts
 - 4. Instruction & Maintenance Manuals
- D. Manufacturer's Representative Post-Inspection Letter
 - 1. A manufacturer's representative, as coordinated by Contractor, will be required to conduct an on-site inspection verifying that the structures have been installed in accordance with the manufacturer's specifications. Following the inspection and approval, correspondence shall be directed to the Owner certifying that the structures have been installed in accordance with the manufacturer's specifications. This letter is required for each manufacturer included in the project.
- E. Manufacturers' standard warranty.

1.3 DELIVERY, HANDLING AND STORAGE

- A. Contractor shall coordinate the delivery and acceptance of the play equipment with the Owner.
- B. The installing contractor shall check all materials delivered to the site to ensure that the correct materials have been received and are in good condition. The installing contractor will be responsible for notifying the Owner and Supplier of any missing or damaged items within 10 days of delivery. If the installing contractor fails to notify the Owner and Supplier within 10 days of delivery, or finds missing or damaged items after this date, they will assume the financial responsibility for repairs and replacements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 TENNIS POSTS, NET, and CENTER STRAP

1. Posts, Pair
 - a. Model: 63051
 - b. Product: Premier RD-42 Tennis Posts, 3-inch OD
 - c. Color: Black
 - d. Manufacturer: Douglas Sports
 - e. Contact: Jennifer Rivera, NuToys (708) 579-9055
2. Ground Sleeves, Pair
 - a. Model: 63424
 - b. Product: GS-24RD Galvanized Steel Ground Sleeves, 24" Long for 3" OD Posts
 - c. Manufacturer: Douglas Sports
 - d. Contact: Jennifer Rivera, NuToys (708) 579-9055
3. Tennis Net
 - a. Model: 30029
 - b. Product: TN-30 Tennis Net, 3.0mm with Polyester Headband
 - c. Manufacturer: Douglas Sports
 - d. Contact: Jennifer Rivera, NuToys (708) 579-9055
4. Center Strap and Anchor
 - a. Model: 20600 Center Strap and 63428 Anchor
 - b. Product: Deluxe ACS Adjustable Center Strap and Center Piper Anchor
 - c. Manufacturer: Douglas Sports
 - d. Contact: Jennifer Rivera, NuToys (708) 579-9055

2.2 PICKLEBALL POSTS, NET, and CENTER STRAP

1. Posts, Pair
 - a. Model: 63071
 - b. Product: Premier RD-36 Pickleball Posts, 3-inch OD
 - c. Color: Black
 - d. Manufacturer: Douglas Sports
 - e. Contact: Jennifer Rivera, NuToys (708) 579-9055
2. Ground Sleeves, Pair
 - a. Model: 63424
 - b. Product: GS-24RD Galvanized Steel Ground Sleeves, 24" Long for 3" OD Posts
 - c. Manufacturer: Douglas Sports
 - d. Contact: Jennifer Rivera, NuToys (708) 579-9055
3. Pickleball Net
 - a. Model: 20105

- b. Product: JTN-30 Pickleball Net, 3.0mm with Polyester Headband, 36" x 21'-9"
 - c. Manufacturer: Douglas Sports
 - d. Contact: Jennifer Rivera, NuToys (708) 579-9055
- 4. Center Strap and Anchor
 - a. Model: 20600 Center Strap and 63428 Anchor
 - b. Product: Deluxe ACS Adjustable Center Strap and Center Piper Anchor
 - c. Manufacturer: Douglas Sports
 - d. Contact: Jennifer Rivera, NuToys (708) 579-9055

2.3 WINDSCREEN

- A. Description
 - 1. Product: PolyPro Plus Premium Windscreen, open mesh
 - 2. Color: Dark Green
 - 3. Height: Match Fence Height
 - 4. Warranty: 4-year
 - 5. Manufacturer: Douglas Sports
 - 6. Contact: Jennifer Rivera, NuToys (708) 579-9055

2.4 CONCRETE

- A. Concrete Materials and Properties: Comply with requirements in Division 03 Section "Cast-In-Place Concrete".
- B. Concrete Materials and Properties: Dry-packaged concrete mix complying with ASTM C 387.

2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

2.6 IRON AND STEEL FINISHES

- A. Galvanizing: Hot-dip galvanize to comply with ASTM A 123/A 123M.
 - 1. Hot-dip galvanize steel and iron hardware indicated to be galvanized to comply with ASTM A 153/A 153M.
- B. Powder-Coat Finish: Prepare, treat, and coat ferrous metal to comply with resin manufacturer's written instructions.
- C. Color: As selected by Architect from manufacturer's full range.

2.7 STAINLESS-STEEL FINISHES

- A. Bright, Cold-Rolled, Unpolished Finish: No. 2B finish on exposed faces.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.
 - 1. Maximum Equipment Height: Coordinate installed heights of equipment and components with finished elevations of protective surfacing. Set equipment so fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.
- B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.
- C. Post Set with Concrete Footing: Comply with ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.
 - 1. Set equipment posts in concrete footing.
 - 2. Embedded Items: Use setting drawings and manufacturer's written instructions to ensure correct installation of anchorages for equipment.

END OF SECTION 116800

SECTION 129300 - SITE FURNISHINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Shade Structures (purchased by owner, installed by contractor)
 - 2. Bench (purchased and installed by Owner).
 - 3. Picnic Table (purchased and installed by Owner).
 - 4. Litter Receptacle (purchased and installed by Owner).

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed finish.
- C. Material Certificates: For site furnishings, signed by manufacturers.
- D. Maintenance Data.

PART 2 - PRODUCTS

2.1 SHADE STRUCTURE | SHELTER

- A. 20'x20' Steel Hip Shelter SHP2020 as supplied by Scenic Shelters 855.544.8439 or equal
 - 1. Include receptacle cutouts with cover plates at 18" height in two opposite posts facing inward.
 - 2. Include tongue and groove decking primary roof
 - 3. Include multi-rib 24 ga, powder coated, roofing secondary roof
 - 4. Color to be selected from manufacturers full color range

2.2 BENCH

- A. Product: Below or as selected by owner
 - 1. 6' Bench such as Model #165 6' bench with recycled slats, color cedar, frame color black, as manufactured by Dumor Inc, and made available through NuToys Leisure Products 800.526.6197 or approved equal. See Section 016000 1.3 B Comparable Products Request.

2.3 PICNIC TABLE

- A. Product: Below or as selected by owner

1. Shall be Model #296-42-40TX 42" diameter table with recycled slats, 4-seats with backs, color cedar, frame color black, as manufactured by Dumor Inc, and made available through NuToys Leisure Products 800.526.6197 as provided by Owner
2. Shall be Model #296-42-30TX 42" diameter table with recycled slats, 3-seats with backs, color cedar, frame color black, as manufactured by Dumor Inc, and made available through NuToys Leisure Products 800.526.6197 as provided by Owner.

2.4 LITTER RECEPTACLE

- A. Product: Below or as selected by owner
 1. Shall be Model #157-40SH 40 gallon side opening trash receptacle, with standard lid, frame color black, as manufactured by Dumor Inc, and made available through NuToys Leisure Products 800.526.6197 as provided by Owner.

2.5 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWP A M4 to cut surfaces.
- E. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Post Setting: Set cast-in support posts in concrete footing plumb or at correct angle and aligned and at correct height and spacing.

END OF SECTION 129300

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, and related improvements.
 - 2. Excavating and backfilling for buildings, structures, and landforms.
 - 3. Drainage course for slabs-on-grade.
 - 4. Subbase course for concrete walks and pavements.
 - 5. Excavating and backfilling for utility trenches.
 - 6. Topsoil placement for seeding and planting.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Landscape Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Landscape Architect. Unauthorized excavation, as well as remedial work directed by Landscape Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.

- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Landscape Architect and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Earthwork is intended but not guaranteed to balance. Notify Landscape Architect if site grading adjustments are required to meet this goal.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups CL, ML, SM, SC-SM, and SW, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups OL, OH, MH, CH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Aggregate Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Filter / Geotextile Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
 - 2. Tear Strength: 40 lbf; ASTM D 4533.
 - 3. Puncture Resistance: 50 lbf; ASTM D 4833.
 - 4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
 - 5. Apparent Opening Size: No. 50; ASTM D 4751.
- B. Underground detectable warning tape: Laminate construction identifiable using standard locating equipment, capable of enduring anticipated temperature ranges, minimum 2" width, with standard APWA colors, not less than 5 mil thickness.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing" during earthwork operations.

3.2 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths as indicated on the plans.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches to allow for bedding course as indicated on the plans.

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Landscape Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation as directed by Landscape Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of wetlands, drainageways, and excavations. Do not store within drip line of remaining trees or other environmentally sensitive areas.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches below pavement with compacted granular material as indicated on the Plans.
- D. Place and compact initial backfill of satisfactory soil or compacted granular material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Place and compact final backfill of satisfactory soil or compacted granular material to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under turf and planted areas, use satisfactory topsoil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under building slabs, use engineered fill.
 5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 3. Under turf, landscape or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 4. Under planting beds, refer to Division 32 sections for plants and seeding for compaction requirements.
 5. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent, unless below pavement of structure, in which case follow above requirements.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf, landscape or unpaved Areas: Plus or minus 1 inch
 2. Walks: Plus or minus 1/2 inch (5% Max longitudinally, 2% max laterally)
 3. Pavements: Plus or minus 1/2 inch

3.14 SUBBASE AND BASE COURSES

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 1. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, disturbed or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF EXCESS SOIL MATERIALS

- A. Grading plan is intended but not guaranteed to balance cut and fill on-site. Contractor shall remove and legally dispose of excess soil material.

END OF SECTION 312000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
- B. Related Sections:
 - 1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: For each job mix proposed for the Work.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of IDOT for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Subbase Aggregate: 3" nominal diameter stone.
- C. Geotextile Fabric: See Division 32, Earth Moving
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: IDOT binder class mixture 1.
- B. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: AASHTO MP 1, Bituminous Concrete IDOT binder mixture class 1.
 - 3. Surface Course: Class 1, Mixture C, modified to have 0 percent aggregate retained on a 1/2" sieve.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
 - 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Spread mix at minimum temperature of 250 deg F.
 - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt courses.

3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
 - 4. **Surfaces must drain positively towards the perimeter. No ponding of any kind will be accepted.**

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Concrete Paving

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.
- C. Mockup: Provide 4'x4' mockup with jointed divisions representing each finish type in a separate location from work to be performed, to serve as the basis for all work, to be maintained on site until after construction.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Plain-Steel Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- C. Plain-Steel Wire: ASTM A 82, as drawn.
- D. Deformed-Steel Wire: ASTM A 496
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I II, gray.
 - a. Fly Ash: ASTM C 618, Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 CURING MATERIALS

- A. Water: Potable.
- B. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, Dissipating.
 - 1. Follow manufacturer's recommendations for curing.

2.4 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ½" thick polyethylene, closed cell, expansion joint filler w/ strip cap.
- B. Joint Sealant: Sonneborn, Sonolastic TX 1 or approved equal, Color to match final finished surface.
- C. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

2.5 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches, plus or minus 1 inch.
 - 4. Air Content: 5 1/2 percent plus or minus 1.5 percent.

2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- E. Edging: Tool edges of pavement and expansion joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 EMBEDMENTS

- A. Place expansion joint material with caulk around all items embedded in concrete.

3.6 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
- C. Concrete Finish: Medium Textured Broom Finish: Provide finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 CONCRETE PROTECTION AND CURING

- A. Verify procedure to avoid conflicts with specialty finish recommendations.
- B. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- C. Comply with ACI 306.1 for cold-weather protection.
- D. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- E. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

3.9 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Joint Spacing: 3 inches.
5. Contraction Joint Depth: Plus 1/4 inch, no minus.
6. Joint Width: Plus 1/8 inch, no minus.
7. **Slopes greater than 5% longitudinally or 2% laterally will not be accepted.**

3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
 1. Testing Services: Tests shall be performed according to ACI 301.
 2. Contractor to pull 4 cylinders for every 50 CY of concrete for compression testing. One at 7 days, two at 28 days, and one spare.

END OF SECTION 321313

SECTION 321823.53 -SPORT COURT SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor shall provide all equipment and materials and do all work necessary to construct the sport courts including all pavement and color-coat surfacing.

1.2 SUBMITTALS

- A. Certificates: Submit copies of material's certificates signed by the material producer and the Contractor certifying that each item complies with or exceeds specified requirements.
- B. Shop Drawings: Submit striping plan for Courts

1.3 QUALITY ASSURANCE

- A. Standards of Manufacture: Work shall be in accordance with the applicable sections of the SUDAS Manual current edition
- B. The contractor must be an authorized licensed installer who has completed at least 10 Basketball court projects of similar magnitude and complexity.
- C. Allowable Tolerances per Section 321216.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate Base Course, Bituminous Concrete Binder Course and Bituminous Concrete Surface Course per Section 321216 with the following exception: No recycled materials shall be permitted.
- B. Acrylic Surface Coating System: Asphalt Emulsion Resurfacer by Plush-Tex by Dalton Enterprises Inc., 131 Willow St., Cheshire, CT, 203-272-3221, or approved equal.
- C. Decorative Coating: 2 coats sand-based DECO COLOR Multi-purpose acrylic latex coating 920-27 (colors as indicated on Drawings) by Deco Surfacing Systems, 150 Dascomb Road, Andover, MA, 800-332-6178, or approved equal.
- D. Striping Paint: White striping paint 920-22 by Deco Surfacing Systems or approved equal.

- E. Non-woven Geotextile Filter Fabric: Fabric shall be minimum weight of 5 ounces per square yard.

PART 3 - EXECUTION

3.1 GENERAL

- A. Preparation of subgrade, construction of base course and bituminous concrete per Section 312000 and Section 321216.

3.2 PLACEMENT OF NET POSTS

- A. After asphalt has cured one week, core holes for basketball goal footings into bituminous concrete pavement to a depth and diameter indicated in the drawings. Care should be taken to avoid damaging the pavement around the net post footings. Restore damaged pavement around the footings.
- B. Install basketball goals plumb per locations and heights indicated on the drawings.

3.3 PLACEMENT OF ASPHALT RESURFACER

- A. Allow bituminous concrete surface to cure for 2 weeks before asphalt resurfacer placement. Before asphalt resurfacer is applied, thoroughly wash asphalt surface to remove all excess oils, dirt, and debris. Remove all broken raveling stones. Flood asphalt surface again to determine minor depressions or "bird bath" areas which necessitate leveling with asphalt resurfacer.
- B. Apply Plush-Tex per manufacturer's rates and procedures to level minor depressions (less than 1/8") on the sport court surface. Fill depressions with undiluted Plush-Tex and strike off with a straight edge. Care should be taken to blend the outside edge of the area leveled into the existing surface to avoid unsightly ridges or shadows. Apply a minimum of two coats of Plush-Tex to sport court surface. However, do not exceed the maximum depth of the Plush-Tex material recommended by the manufacturer.

3.4 PLACEMENT OF COLOR COATING

- A. Asphalt surface shall be well cured, clean, and free of dust, dirt and debris. Clean with power vacuum, compressed air and/or water. Remove all raveling or broken asphalt, stones, and dirt.
- B. Measure and delineate colored court areas per drawings.
- C. DECO COLOR multi-purpose (acrylic texture course) coating 920-27 (color-coated border and color-coated playing surface, with colors as indicated on Drawings) shall be prepared and used in accordance with the manufacturer's recommendations.
- D. Apply one coat of acrylic texture course per manufacturer's rates and procedures (see drawings for limits of colored court areas). After first coat has dried, apply second coat at a 90-degree angle to the first application per manufacturer's rates and procedures.

- E. Placement of Multi-purpose DECO COLOR Decorative Coating (acrylic finish course):
 - 1. After acrylic texture course has dried to a firm set, apply one coat of finish acrylic surface course per manufacturer's rates and procedures.
 - 2. Acrylic finish course shall include 2 parts multi-purpose decorative coating 920-27 and one part cool, clean soft water.

3.5 PLACEMENT OF STRIPING PAINT

- A. To well cured, clean, and dry sport court pavement surface, apply white striping paint per manufacturer's rates and procedures, per specifications and as indicated in the drawings. All dimensions indicated on the drawings are to the outside of the lines, except the center lines, which are equally divided between right and left service courts.
- B. All lines shall be straight, well defined with no bleeding.
- C. All lines shall be 2 inches in width.
- D. Lines shall comply with United States Tennis Association USTA and USA Pickleball standards.

END OF DOCUMENT 321823.53

SECTION 323114 – CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Vinyl coated chain link fencing, gates, and accessories.

1.2 RELATED SECTIONS

- A. Section 321313 – Concrete Paving.
- B. Section 033000 – Cast-In-Place Concrete

1.3 SUBMITTALS

- A. Changes in specification may not be made after the bid date.
- B. Shop drawings: Show locations, components, materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
- C. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.
- D. Samples: Color selections for polyolefin finishes. If requested, samples of materials (e.g., fabric, wires, and accessories).

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Products from qualified manufacturers having a minimum of five years' experience manufacturing thermally fused chain link fencing will be acceptable by the architect as equal. If approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size, gauge of metal parts and fabrication.
- B. Obtain chain link fences and gates, including accessories, fittings, fastenings, from a single source.
- C. Approved Manufacturer: Master Halco / Anchor Fence, Orange, CA
Phone (800) 229-5615 Fax (714) 385-0104, or equal
Approved Manufacturer: Merchants Metals The ColorBond® System, Houston, TX 77032.
Phone: (888) 260-1600 / Fax (888) 261-3600, or equal
- E. Supplier: Peerless Fence (800) 543-6511 or equal

2.2 CHAIN LINK FENCE FABRIC

- A. General: Chain link fence to heights indicated. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
 - 1. Steel Wire Fabric: Metallic or Polymer-coated 9-gauge wire with a diameter of 0.148 inch.
 - a. Mesh Size: 2 inches.
 - b. Polymer Coating: ASTM D 668, Class 2b over metallic-coated steel wire.
 - 1) Color: Black, complying with ASTM F 934.
 - 2. Selvage: Knuckled at both top and bottom selvages.

2.3 STEEL FENCE FRAMING

- A. Steel pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 25,000 psi (170 MPa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz/ft² (550 g/m²) of coated surface area.
- B. Polyolefin Coated finish: In accordance with ASTM F1043, apply supplemental color coating of minimum 10 mils (0.254 mm) of thermally fused polyolefin in Black color to match fabric
- C. End, Corner and Gate Post: As detailed.
- D. Line (intermediate) Post: As detailed.
- E. All other components: As detailed.2.5

2.4 POLYOLEFIN COATED ACCESSORIES

- A. Chain link fence accessories: (ASTM F 626) Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- B. Post caps: Pressed steel, weathertight closure cap for tubular posts. For each line post provide tops to permit passage of top rail.
- C. Top rail and brace ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- D. Wire ties and clips: 10 gauge [0.135" (3.43 mm)] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092" (2.324 mm)] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985" (2.502 mm)] for attachment of fabric to tension wire.
- E. Brace and tension (stretcher bar) bands: Pressed steel. At square post provide tension bar clips.
- F. Tension (stretcher) bars: One-piece lengths equal to 2" (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) or equivalent fiberglass rod. Provide tension (stretcher) bars where chain link fabric meets terminal posts.

- H. Nuts and bolts are galvanized but not polyolefin coated. Cans of Polyolefin touch up paint are available to color coat nuts and bolts if desired.

2.5 SWING GATES

- A. Gate Frames: Gates to be fabricated in accordance with ASTM F 900 using galvanized steel members 1.90" OD weighing 2.28 lb./ft, welded at all corners. Welded joints coated, employing a zinc-rich paint. Gates over 8' high or 8' wide shall have horizontal or vertical members as shown in drawings.
- B. Chain link fabric filler shall match that shown in the fence section. If the gate is free standing and there is no fence attached, any of the fabric from the fence sections may be used at the direction of the architect or property owner. Fabric to be attached to frame by means of tension on fabric bands at the external vertical members and attached by means of tie wires to all horizontal and any internal vertical members. These bands and ties to be a maximum of 15" centers. The fabric is attached to the bands using a fabric or tension bar. On gate leaves over 8' in width, a truss rod and turnbuckle shall be welded into the frame to allow for adjustment and prevent metal fatigue.
- C. All fittings to be galvanized.
- D. Hinges: Structurally capable of supporting gate and capable of swinging 180° in or out.
- E. Latch: Fulcrum type with provision for pad locking.
- F. Double gates: Provide drop bar to hold one leaf stationary.
- G. Keepers (hold backs) should be provided for any gate leaf 5' or greater. This should hold the gate in the open position.
- H. PVC coating applied over galvanized pipe and fasteners in accordance with ASTM A 870 and matching the color of the adjoining fence framework. Color: Black
- I. Gate Posts 3" OD / 5.79 lbs./ft
- J. Type B steel pipe produced in accordance with commercial standards. Minimum yield strength of 50,000 psi (344 MPa). Cold formed and welded per ASTM F 1043. Zinc overcoat, minimum 0.9oz/ft² with a conversion coating and verifiable polymer film.

2.6 SETTING MATERIALS

- A. Concrete: Minimum 28-day compressive strength of 3,000 psi (20 MPa).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

3.2 CHAIN LINK FENCE FRAMING INSTALLATION

- A. Install chain link fence in accordance with ASTM F 969 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly at 10 feet (3040 mm) on center or as indicated.
- D. Concrete set posts: Drill holes in firm, undisturbed or compacted soil. Holes should have a diameter 4 times greater than outside of post, and depths approximately 6" (150 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (900 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
- E. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' (1830 mm) and over, on each side of terminal posts. Firmly attach with fittings.
- G. Top rail: Install lengths, 21' (6400 mm). Connect joints with sleeves for rigid connections during expansion/contraction.
- H. Center Rails: Install mid rails between posts with boulevard clamps.
- I. Bottom Rails: Install bottom rails between posts with boulevard clamps.

3.3 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 1.5" (50 mm) between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" (380 mm) on center and to rails, braces, and tension wire at 24" (600 mm) on center.
- B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15" (380 mm) on center.

3.5 ACCESSORIES

- A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
- B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.6 CLEANING

- A. Clean up debris and unused material and remove from the site.

END OF SECTION 323113

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Seeding

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Certification of grass seed.
 - 2. Certification of each seed mixture for turfgrass seed.
- B. Product certificates.
- C. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding". Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- B. Bulk Materials:
 - 1. Do not dump or store bulk material near structures, utilities, walkways and pavements, or on existing turf areas or plants
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk material with appropriate certificates.

1.6 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: April 15-June 15
 - 2. Fall Planting: August 15 - October 15
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.7 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Seed: 60 days from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- A. Seed Species: State-certified seed of grass species, as follows:
 - 1. Premium Mix: available from National Seed, 630.963.8787
 - a. 30% Diva

- b. 25% Rockstar
 - c. 25% Arc
 - d. 10% Palmer III
 - e. 10% Double Time
- 2. Premium Mix: Improved TWCA Qualified, available from National Seed, 630.963.8787
 - a. 30% Diva
 - b. 20% Rockstar
 - c. 20% Arc
 - d. 15% Pennant H20
 - e. 15% Double Time GLS
- 3. Clesen Premium Mix: Available as through Arthur Clesen, Inc., 847.537.2177.
Proportioned by weight as follows:
 - a. 30% Zinfandel or Sonoma Kentucky Bluegrass
 - b. 25% Champagne Kentucky Bluegrass
 - c. 25% Bordeaux Kentucky Bluegrass
 - d. 10% Secretariat II Perennial Ryegrass
 - e. 10% Exacta II Perennial Ryegrass

2.2 SEED / PERFORMANCE CRITERIA:

- A. Mixes shall meet the following criteria, according to the National Turfgrass Evaluation Program
 - 1. Sun/Shade: Sun
 - 2. Traffic: Medium traffic
 - 3. Water: None after establishment
 - 4. Maintenance: Low Level of Care
 - 5. Overall quality: >5.0 (NTEP)
 - 6. Density: 5.0-9 (dense)
 - 7. Greenup: 5.0-9 (early greenup)
 - 8. Texture: 5.0-9 (fine)
 - 9. Color: 5.0-9 (Dark green)
 - 10. Disease resistance: 5.0-9 (High resistance)
 - 11. Establishment Vigor 5.0-9 (Vigorous)

2.3 HERBICIDES

- A. Selective herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.4 FERTILIZER

- A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- B. Starter Fertilizer: Coarse grade “endoROOTS” granular, 3-3-4 fertilizer as manufactured by Roots Inc. 800.342.6173 or approved equal.

- C. Growth Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: Country Club 17-0-17 granular fertilizer as manufactured by Lebanon Turf Products or approved equal
- D. Maintenance Fertilizer: Granular or pelleted Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: Roots Fine Grade Turf Food, 15-3-8 as manufactured by Roots Inc. 800.342.6173 or approved equal.

2.5 MULCHES

- A. Erosion control blanket shall be Item DS75 straw single net blanket as manufactured by North American Green w/ biodegradable stakes as available through Eco-Tex 847.882.4595 or approved equal.
- B. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed & crimped straw of wheat, rye, oats, or barley.
- C. Hydromulch, w/ approved mix

2.6 PLANTING SOIL MIX

- A. Planting Soil Mix: Topsoil mixed with the following soil amendments and fertilizers in the following quantities:
 - 1. Ratio of Soil Conditioner to Topsoil by Volume: 1:4.
 - 2. Weight of Commercial Fertilizer per 1000 Sq. Ft.: 5 pounds.
 - 3. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: 5 pounds.

PART 3 - EXECUTION

3.1 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least of 6 inches. Apply soil amendments and according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.
 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted within 7 days.
- E. Apply Starter Fertilizer at 10 lbs / 1000 sf. Work into soil to 1 inch depth.
- F. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.2 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
- B. Sow seed at a total rate of 10 lbs /1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 8:1 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- E. Apply erosion control blanket to all areas with slopes equal to or exceeding 4:1.
- F. Install seed under favorable weather conditions unless approved by the Owner's Representative. The conditions of the guarantee apply regardless of the date of installation. The generally accepted times for seeding are:

Spring - April 1 to May 31
Fall - August 15 to September 31

3.3 LAWN MAINTENANCE

- A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
- B. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water lawn at a minimum rate of 1 inch per week.
- C. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow grass 1-1/2 to 2 inches high.
- D. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 5 lb/1000 sq. ft. to lawn area.

3.4 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.

END OF SECTION 329200



Geotechnical Exploration for Recreational Park Improvements

Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00



May 12, 2023

Hitchcock Design Group
22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540

ATTN: Mr. Eric Hornig
P: 331.229.5425
E: ehornig@hitchcockdesigngroup.com

RE: Geotechnical Exploration for Recreational Park Improvements
Duck Creek Park
3300 East Locust Street
Davenport, Iowa
IMEG No. 22006026.00

Mr. Hornig:

The recently completed geotechnical study for planning, design, and future construction of Recreational Park Improvements at Duck Creek Park in Davenport, Iowa is submitted herewith. The report presents results of field and laboratory testing of soils and geotechnical recommendations for the planned construction. We hope the findings and recommendations are helpful with planning for design and construction activities. We invite you to call if you require clarification or further discussion of any items presented herein.

Respectfully Submitted,

IMEG, Corp.

A circular professional engineer seal for Matthew A. Dotson, License No. 22889, State of Iowa. The seal features the text "LICENSED PROFESSIONAL ENGINEER" around the top, "MATTHEW A. DOTSON 22889" in the center, and "IOWA" at the bottom with two stars on either side.	I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	A handwritten signature in blue ink, reading "Matthew A. Dotson". Signature	2023.05.12 Date
Matthew A. Dotson License No. 22889 My license renewal date is December 31, 2024 Pages covered by this seal: Geotechnical Report and Appendices A to D		

GEOTECHNICAL STUDY

Recreational Park Improvements
Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00

Table of Contents

1.0 INTRODUCTION	1
2.0 EXPLORATION AND TESTING PROCEDURES.....	1
3.0 SUBSURFACE CONDITIONS	2
3.1 SOILS DESCRIPTIONS METHODS	2
3.2 SUMMARY OF PAVEMENT CONDITIONS.....	3
3.3 SUMMARY OF SUBSURFACE CONDITIONS	3
3.3 WATER LEVEL OBSERVATIONS.....	5
4.0 ANALYSIS AND RECOMMENDATIONS	5
4.1 PROJECT INFORMATION	5
4.2 GEOTECHNICAL CONSIDERATIONS.....	6
4.3 SITE PREPARATION AND DRAINAGE	7
4.4 CONTROLLED FILL	8
4.5 COVERED PAVILION	8
4.5.1 SHALLOW FOUNDATIONS OR PIERS	8
4.5.2 PAVILION SLAB	10
4.6 ATHLETIC COURTS	10
4.6.1 FENCE POST FOUNDATIONS.....	10
4.6.2 PAVEMENT SUBGRADE PREP	11
5.0 CLOSING REMARKS	13
5.1 EXCAVATIONS.....	13
5.2 CONSTRUCTION INSPECTION.....	13
5.3 STUDY LIMITATIONS.....	14

GEOTECHNICAL STUDY

Recreational Park Improvements
Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00

1.0 INTRODUCTION

This report presents results of our geotechnical exploration for planning, design, and future construction of Recreational Park Improvements at Duck Creek Park in Davenport, Iowa. The report is in general accordance with correspondence between Mr. Eric Hornig (Hitchcock Design Group) and Mr. Bob Jurkowski (IMEG-Bettendorf).

Geotechnical work included a review of available subsurface data for the project area, completion of six pavement cores and three soil borings to depths of 10 feet each, testing of soil in the field and laboratory, analyses of results, development and presentation of geotechnical recommendations based on our observations. Appendix A of the report provides a Boring Location Plan showing approximate locations of the pavement cores and borings performed for this study.

2.0 EXPLORATION AND TESTING PROCEDURES

The exploratory borings were advanced with a 3.25-inch diameter manual hand-auger. Extension rods were utilized to further advance the hand auger boring to the desired termination depth. At preselected intervals throughout the boring depths, in-place soils were tested with a static cone penetrometer (SCP). Then, soil samples were recovered from the hand auger bucket.

Recovered soil samples were removed from the auger, placed in glass soil jars, sealed, and labeled according to the appropriate boring number and depth of the specimen. Then, samples were protected and were prepared for transport to our laboratory for moisture

content determination, and strength testing in unconfined compression as appropriate for intact samples. ASTM test method D2216 were closely followed.

Table A. Consistency and Relative Density by Blow Count or Strength

Cohesive (Clayey) Soils			Cohesionless (Sandy) Soils	
N-Value (blows/ft.)	Consistency	Approximate Unconfined Compressive Strength, psf.	N-Value (blows/foot)	Relative Density
0 - 2	Very Soft	0 - 500	0 - 4	Very Loose
2 - 4	Soft	500 - 1000	4 - 10	Loose
4 - 8	Medium Stiff	1000 - 2000	10 - 30	Medium Dense
8 - 15	Stiff	2000 - 4000	30 - 50	Dense
15 - 30	Very Stiff	4000 - 8000	50+	Very Dense
30+	Hard	8000+		

Test results were recorded on the final boring logs of Appendix B. Columns displayed the penetrometer resistance (Qp) as determined with a hand-held spring penetrometer in tons per square foot, the moisture content in percent of soil dry weight (%M), and the remolded strength as determined with hand-held pocket penetrometer in tons per square foot (Qr).

3.0 SUBSURFACE CONDITIONS

3.1 SOILS DESCRIPTIONS METHODS

Soil sample grain size, plasticity and consistency were evaluated by visual-manual methods and the Unified Soil Classification System as outlined in Appendix D. The resulting descriptions were recorded on the boring logs in conjunction with soil colors evident at the time of sample examination. The descriptions were separated by stratification lines but, in place, the change between them is usually more gradual.



3.2 SUMMARY OF PAVEMENT CONDITIONS

Pavement Coring and sampling was completed with a Hilti DD 150-U core drill at six total locations. Three pavement core locations were inside of the respective existing tennis court footprints. A summary of the pavement conditions observed are presented by Table B.

Table B. Summary of Pavement Cores

Core Number	Location	Description
C-1	North Tennis Court - NW Corner	3.0-inch HMA Surface 1.0-inch HMA Binder 5.5-inch Old PCC
C-2	North Tennis Court - NE Corner	3.5-inch HMA Surface 1.5-inch HMA Binder 5.0-inch Old PCC
C-3	North Tennis Court - SW Corner	3.0-inch HMA Surface 1.0-inch HMA Binder 5.0-inch Old PCC
C-4	South Tennis Court - NW Corner	3.5-inch HMA Surface 1.5-inch HMA Binder 5.0-inch Old HMA
C-5	South Tennis Court - NE Corner	3.5-inch HMA Surface 2.0-inch HMA Binder 5.5-inch Old HMA
C-6	South Tennis Court - SW Corner	3.5-inch HMA Surface 2.0-inch HMA Binder 5.25-inch Old HMA

3.3 SUMMARY OF SUBSURFACE CONDITIONS

The underlying soil conditions were explored with three soil test borings extending to a depth of 10 feet each relative to existing ground surface. A summary of the generalized subsurface conditions for the respective soil layers encountered in the hand auger borings are presented in Table C.



Table C. Summary of Site Stratigraphy

Layer Description	Depth to Bottom of Layer (feet bgs)	SCP Unconfined Compressive Strength (psf)	Moisture Content (percent)	Approximate Unconfined Compressive Strength (tsf) ¹	Laboratory Remolded Soil Strength (tsf) ²
Lean or Silty Clay with Roots (Topsoil)	0.3 to 0.4	N/A	N/A	N/A	N/A
Lean to Fat Clay (Weathered Loess)	2.5	1855 to 3920	20.3 to 27.6	1.00 to 2.00	0.90 to 4.00
Lean Clay (Loess)	4.0 to 5.0	2695 to 4095	24.5 to 27.2	0.70 to 1.80	0.70 to 2.00
Silty Clay (Loess)	10+	1995 to 4095	24.5 to 28.5	0.50 to 2.00	0.50 to 2.00

Table Notes:

- (1) Approximate unconfined compressive strength provided by spring calibrated dial pocket penetrometer in the laboratory.
- (2) Laboratory remolded soil strength obtained by remolding the recovered soil samples in the laboratory and at the in-place moisture content. The strength estimate was then provided by a spring calibrated dial pocket penetrometer.

The Table C subsurface descriptions are summarized to highlight the major subsurface stratification features and material characteristics within the project borings. The boring logs included in Appendix B should be reviewed for specific information at the boring locations and at depths within the borings. These records include soil descriptions, stratifications, penetration resistances and depths of the respective samples and laboratory test data.

The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations often occur and should be expected across the site. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be more abrupt or gradual. Water level information obtained during field operations is also provided on the boring logs and discussed in the following section.



3.3 WATER LEVEL OBSERVATIONS

The soil borings were monitored for water upon completion of drilling and backfilled shortly after completion of drilling activities. Neither groundwater nor seepage accumulations were observed within the borings. Please refer to the Appendix B boring logs for additional information.

The presence of groundwater may depend on the season, year, and surface drainage patterns. It could vary for reasons not evident at the time of drilling. Water can collect in trench backfill and new construction grading fill depending on the backfill classification and compaction. The effects of water should be carefully considered.

4.0 ANALYSIS AND RECOMMENDATIONS

The subsurface conditions are analyzed in conjunction with the available project information and the geotechnical recommendations depend on the amount of project information provided. You are invited to discuss the project with us. This will enable us to apply available knowledge of soils conditions to actual design problems, convey impressions and offer suggestions.

4.1 PROJECT INFORMATION

It is our understanding that construction of a 400 square foot covered pavilion and two 15,000 square foot athletic courts are proposed (e.g., Tennis and Pickleball Courts). Since the project is in the conceptual stages of design, neither preliminary plans nor approximate foundation loads are available. Thus, for the purposes of report preparation and development of recommendations we have assumed the following:

Pavilion

- Wood frame construction
- Maximum isolated column load of up to 10 kips
- Maximum floor load of 50 pounds per square foot
- Maximum site grade cut or fill of one foot



New Tennis and Pickleball Courts

- Removal of existing courts and surrounding fence posts. Reconstruction in-kind
- Max floor load of up to 50 pounds per square foot
- Max grade cut or fill of 1.5 feet

If any of the above information is not well aligned with the final design or construction documents, please contact us as our recommendations may be affected.

4.2 GEOTECHNICAL CONSIDERATIONS

The project borings encountered approximately four inches of dark-colored topsoil overlying natural loess deposits. Native lean to fat clay (weathered loess) and lean clay (loess) were discovered. These native deposits extended to depths of about four or five feet. Thereafter, silty clay (Loess) was encountered and extended to the termination depth of the borings.

At conventional frost depth, bearing soils were typically stiff and medium stiff lean clay (loess). The loess was often adequate for support of lightly loaded foundations as noted in Section 4.1. Recommendations concerning shallow foundations and slabs for the covered pavilion are provided in Section 4.5.

Regarding the new athletic courts, near surface soils were generally stiff to medium stiff lean to fat clays (weathered loess). With seasonal changes in soil moisture contents throughout the year, fluctuations and movements of the athletic court surface relative to the net post or perimeter fence post foundations should be expected. Our past project experience with tennis courts in particular has indicated that a more measured approach to minimizing these fluctuations is desirable. This often requires a crushed stone base over geosynthetic fabric to reduce moisture losses beneath the playing surface. Recommendations concerning reconstruction of the athletic courts are provided in Section 4.6.

New fill may be required for minor site grading and for utility trench backfill. All excavation backfill material should be carefully selected and compacted in controlled lifts as outlined in Sections 4.3 and 4.4.



4.3 SITE PREPARATION AND DRAINAGE

All vegetation, organic-rich topsoil and underlying root mass and existing fill comprised of topsoil should be removed from the improvement area. Organic topsoil may be stockpiled on-site for later use if desired. Precise topsoil removal depths should however be determined by the Geotechnical Engineer at the time of initial site development and grading.

After surface materials have been removed and excavations for the athletic courts have been completed, at any areas to receive fill we recommend that the subgrade soils be disked, dried, moisture conditioned, and recompact to at least 95 percent of standard Proctor maximum dry density (ASTM D-698). After the desired compaction is provided, a proof roll test should be performed on the exposed subgrade using suitable equipment such as a fully loaded tandem-axle dump truck with direct observation of the subgrade behavior under the applied wheel loads. Once a durable surface is provided and the above criteria is satisfied, placement of any new grading fill may proceed.

Depending on environmental conditions and the in-place moisture content present at the time of construction, near-surface soils at the site may exhibit low-strength characteristics and may be prone to pumping and rutting. Any areas showing excessive deflection or yielding under the proof roll loads should be removed and replaced as directed by the Geotechnical Engineer.

All grading fill compaction, moisture content and lift thicknesses should be monitored and verified by a geotechnical representative throughout execution of construction activities. Any damage caused by construction traffic patterns or deterioration due to adverse weather should be repaired to the satisfaction of the Geotechnical Engineer.

Positive surface water management practices must be established throughout the duration of construction activities and extended to the service life of the planned improvements. It is imperative that no waters be allowed to accumulate adjacent to or upon any of the planned improvement areas. This requirement of design must be satisfied throughout the entirety of construction and extend to the service life of the planned improvements.



4.4 CONTROLLED FILL

Controlled fill should consist of sand, crushed stone, lean clay, silty clay or clayey silt having Unified Soil Classifications SM, SW, SP, SC, GM, GW, GC, CL, CL-ML or ML. To inhibit shrinking and swelling, it should have a maximum liquid limit of 45, and its plasticity index should be 20 or less.

Fill should be free of fat clay and organic soil (Unified Soil Classification CH, OL, OH, MH, or PT), frozen material, rubble, degradable material, chemical contaminants, and stones that interfere with compaction or compaction testing. In general, at least 70% of the fill should pass a 3/4-inch sieve, the over-size limit for the ASTM D698 maximum density test.

Fill should be placed on stable, unfrozen surfaces and in nearly horizontal lifts that have thicknesses that are compatible with the compaction equipment used, but generally not over eight inches. All fill should be compacted to at least 95% of its maximum dry density determined by ASTM D698, *Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu.ft.)*. Compaction usually requires adjustment of fill moisture contents to within two or three percentage points of the ASTM D698 optimum moisture.

4.5 COVERED PAVILION

As discussed previously, we assume the covered pavilion will be comprised of wood framing and will be supported on either shallow foundations or frost depth drilled piers. The following sections provide recommendations for foundations and slabs beneath the covered pavilion.

4.5.1 SHALLOW FOUNDATIONS OR PIERS

For isolated column loads described in Section 4.1, shallow foundation support appears possible. At conventional footing depths and specifically boring B-3, stiff lean clay (loess) was encountered. The loess was underlain by stiff to medium stiff silty clay (loess) around four feet in depth. For footings bearing directly on the native lean clay (loess), a maximum allowable bearing pressure of 1500 pounds per square foot is recommended



for design. This net pressure is the pressure in excess of that generated by the lowest final grade adjacent to the footings.

Where soft bearing soils or other unsuitable soils are present over-excavation and backfill procedures may be necessary. Backfill may be selected from alternatives listed in the following table.

Table D. Over-Excavation Backfill Materials

Backfill Material	Requirement
1" Clean Stone (CA7)	70% Relative Density
Flowable Fill (CLSM)	500 psi 28-day Strength
Lean Concrete	1,500 psi 28-day Strength

When backfill is clean one-inch nominal size crushed stone (Illinois Gradation CA-7), it should extend outside of all footing edges by at least 8 inches per foot of backfill thickness beneath the footings. This is illustrated by Figure 1.

During construction, footing bearing surfaces need to be protected from loosening, water-softening or freezing. If soils become disturbed, they should be replaced with Table D backfill material.

If groundwater is encountered, it should be removed and bearing soils should be protected by expedient placement of concrete or by a clean stone working mat. Additionally, excavation should not proceed below the groundwater level. Rather, temporary sumps and pumps should be utilized to maintain groundwater a minimum of two feet below excavation base elevations. Probing and testing of foundation soils by IMEG throughout construction is recommended.

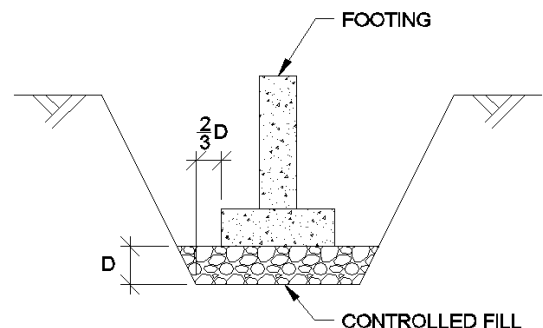


Figure 1. Over-Excavation Sketch

Foundation and any pier bases should be protected from frost action by placement inside permanently heated areas, to include during the temporary construction condition, or beneath soil cover that is at least 42-inches. When using the stated bearing pressure and following the recommendations, it is our opinion, settlements due to consolidation of the



foundation soil should be about one inch or less. Differential settlements may depend on the rigidity of the pavilion frame.

4.5.2 PAVILION SLAB

Any grading fill, excavation backfill, and the final pavilion slab subgrade should be carefully compacted to 95% of ASTM D698 (Standard Proctor). Any new grading fill should be selected in close conformance with Section 4.4 (Controlled Fill) of this report. Following removal of organic topsoil and prior to placement of new fill, the subgrade soils should be examined, prepared, compacted, and tested in close conformance with Section 4.3 of this report.

Provided the above preparation and compaction of subgrade soils is successfully completed, then a subgrade design CBR of 3 or a modulus of subgrade reaction value of 100 pounds per cubic inch would be appropriate. We recommend a 6-inch minimum thickness of 1-inch down crushed stone or approved equal be provided beneath any grade supported floor slabs.

4.6 ATHLETIC COURTS

As discussed previously, we assume the existing athletic courts will be removed and will new courts and perimeter fencing will be reconstructed. The following sections provide recommendations for fence post foundations and for pavement subgrade preparation.

4.6.1 FENCE POST FOUNDATIONS

Fence post foundation design elevations should be selected to provide the minimum forty-two inches of cover for frost protection. Footings should be of equivalent diameter throughout and should not be allowed to bulge or “mushroom” near the proposed pavement surface. Construction means and methods should be selected to minimize non-uniformity and to provide relatively neat foundation elements.

For fence post foundations bearing on frost depth lean clay (loess), a maximum net allowable bearing pressure of 1500 pounds per square foot is recommended for design



of post footings. The resistance to lateral loads can be based on the Uniform Building Code (UBC) equation using an allowable passive soil pressure as provided by Table E.

Table E. Allowable Passive Soil Resistance

Soil Layer Description	Relative Depth Below Existing Ground Surface [RE: Appendix B boring logs]	Unit Passive Soil Resistance for Lateral Loads (psf per foot)
Lean and Silty Clay with Roots (Topsoil)	0.3	Ignore
Lean to Fat Clay (Loess)	2.5	200
Lean Clay (Loess)	5.0	150
Silty Clay (Loess)	10+	150

Another possible means of analysis or verification may be the application of Brom's Overturning & Torsion Capacity of Short Single Shafts [REF: Illinois Department of Transportation design memo].

4.6.2 PAVEMENT SUBGRADE PREP

New grading fill, backfill, and the final subgrades should be compacted to the density recommended in Section 4.4. The final prepared subgrades should be proof rolled by a fully loaded tandem axle dump truck. To achieve the desired compaction, fill moisture needs to be within 3 percentage points of ASTM D698 optimum.

At areas where unfavorable soil conditions exist or where existing demolition backfill is encountered, removal of the existing demolition fill or soft soils and replacement with compacted granular material will be a necessary measure.

For cohesive soils, as-compacted strength values should be near 9000 pounds per square foot at standard Proctor (ASTM D698) optimum moisture content. As strength declines, final subgrades begin to pump under construction loads until permanent rutting occurs. Then, further construction efforts to compact fill on the unstable underlying soils may be unsuccessful, and the required level of compaction cannot be obtained without disking and drying to greater depths.



Required thicknesses of both reinforced and unreinforced fills necessary to support dynamic construction loads can be estimated for any combination of subgrade strength, fill type, and applied loading. The function of the reinforced fill is to distribute the surface loads and to reduce stresses on the subgrade to a level that does not exceed the bearing capacity of the soil in local shear.

In addition to local shear failure, a subgrade can also fail due to deeper seated bearing capacity failure. Localized shear failure, or base punching, typically occurs in the form of severe deformation of rutting in soft subgrades when the applied loading exceeds the subgrade shear strength. The subgrade beneath an unreinforced fill will fail in localized shear at about half the stress level than the ultimate bearing capacity of the subgrade. Figure 2 provides a useful reference regarding granular stabilizing thickness requirements for subgrade strengths on grade.

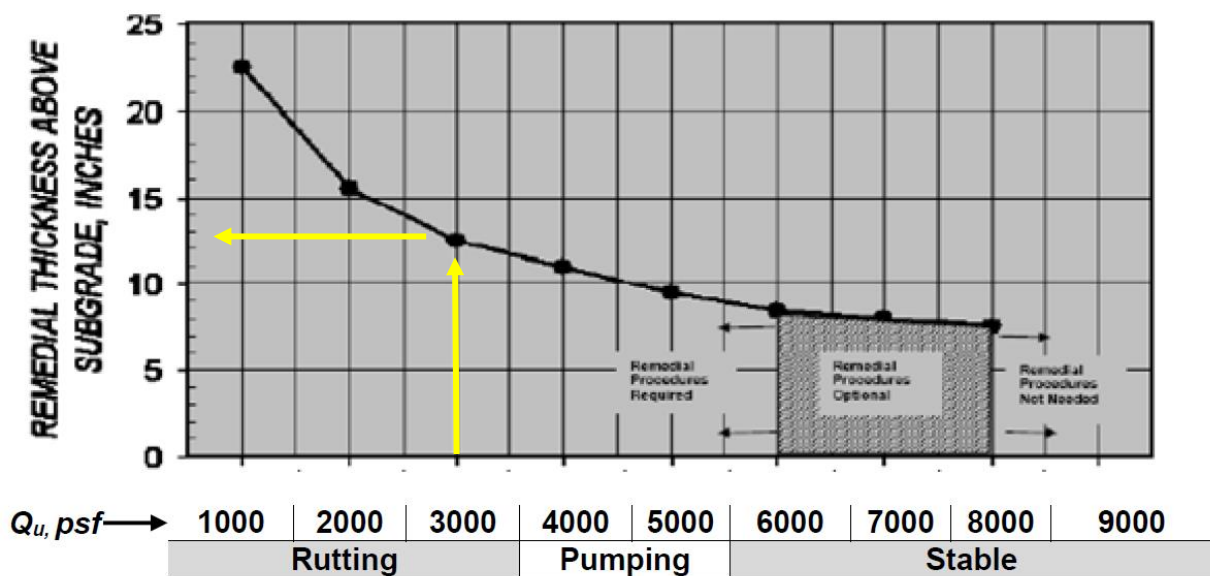


Figure 2. Minimum Remedial Thickness for Stabilizing Subgrade

During favorable weather, drying by scarification and aeration can be attempted, but the dried surface layer will still deflect where underlying soils are not sufficiently dry. Then, granular stabilizing materials may be necessary. For example, under conventional tandem dump truck wheel loads (18 kip) and with remolded soil strength on the order of 3000 psf, a twelve-inch thickness of compacted crushed stone (or Controlled FILL) would be



necessary to provide a stable working surface for construction. Other granular replacement thicknesses may be estimated by referencing the Appendix B boring logs.

Any granular stabilizing material should be established on a geosynthetic (Mirafi 500x or engineer approved equal) to provide tensile reinforcement, separation from the underlying subgrade soils, and to reduce fluctuations in soil moisture contents beneath the playing surface.

It should be recognized and understood that athletic court pavements do require periodic maintenance consisting of crack sealing and timely replacement of isolated areas of distress. Regular preventative maintenance and inspection of the pavement surface should be performed so that crack sealing and repairs may be administered in a timely manner and to prolong the service life of the pavement surface.

5.0 CLOSING REMARKS

5.1 EXCAVATIONS

Excavations may stand with 3- or 4-foot-tall vertical banks for short periods of time but they should not be considered stable. Banks of deeper excavations are not as reliable and may slump or flow especially where fill, sand, or groundwater are encountered. Excavations should be sloped, stepped, braced, or shored to provide protection of workers and portions of below grade structures under construction.

As a minimum, trenching and excavating should conform to local, state, and federal requirements including OSHA 29 CFR Part 1926. Draping excavation slopes with geotechnical fabric or poly sheeting can also be an effective measure to control moisture loss of the soils and to minimize erosion resulting from precipitation events.

5.2 CONSTRUCTION INSPECTION

Due to the possibility of variation in subsurface conditions at locations not observed by the current geotechnical study, it is recommended that the Geotechnical Engineer observe all subgrades and excavations to verify suitability of the bearing materials. The Geotechnical Engineer should confirm that the bearing surfaces are clean, well prepared, and contain no soft, wet, or otherwise deleterious materials.



In the interest of completeness and to provide a comprehensive contact list to elevate report questions and to schedule future construction materials testing services, applicable IMEG contact information is provided by Table F.

Table F. IMEG Contact Information

IMEG Contact	Organizational Role	Phone	Email
Ruth Arnold	Proposals & Billing	309.605.0145	Ruth.M.Arnold@imegcorp.com
Melissa Nye	Field Testing Services	309.230.3674	Melissa.L.Nye@imegcorp.com
Matt Dotson, P.E.	Engineering Questions	309.781.1258	Matt.A.Dotson@imegcorp.com

5.3 STUDY LIMITATIONS

The purpose of this study was to provide limited subsurface information for the site. The borings should assist in prediction of conditions present when executing construction activities. The borings may not reflect all variations that occur across the site and careful construction observations will be necessary to identify conditions requiring adjustments in grading, further excavation, or design. Remedial funds should be available to accommodate changes encountered during construction.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No other warranty is expressed or implied.

In the event that any changes in the nature, design or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and the conclusions of this report modified in writing by the Geotechnical Engineer.

The borings and report do not assess site environmental conditions or determine presence of pollutants in the soil, rock, and groundwater. Such work is beyond the scope of this study.



The following figures and appendices are attached and complete this report.

APPENDIX	DESCRIPTION
A	Boring Location Diagram
B	Pavement Core Photographs
C	Logs for Borings
D	Soil Description Charts

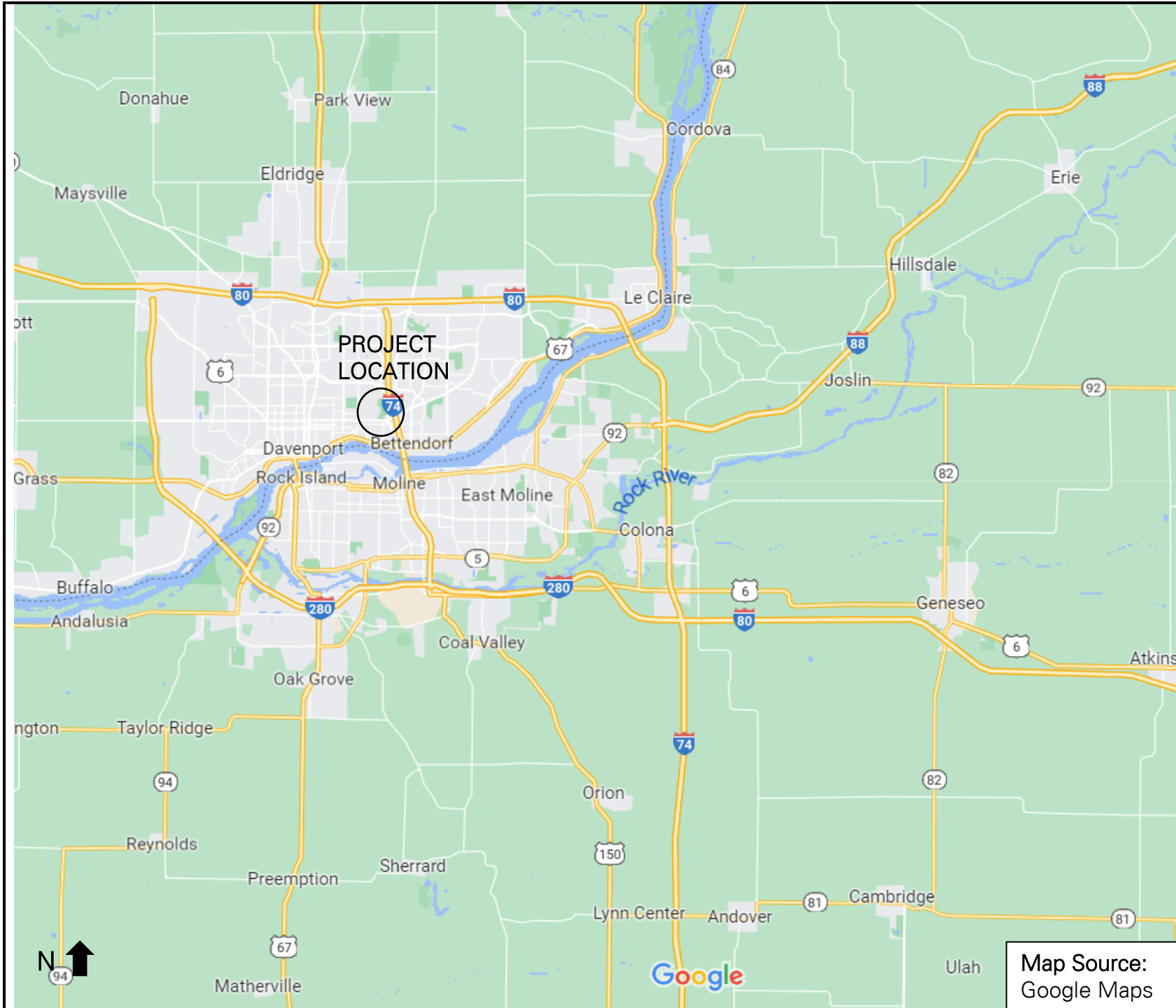




Appendix A
Boring Location Map

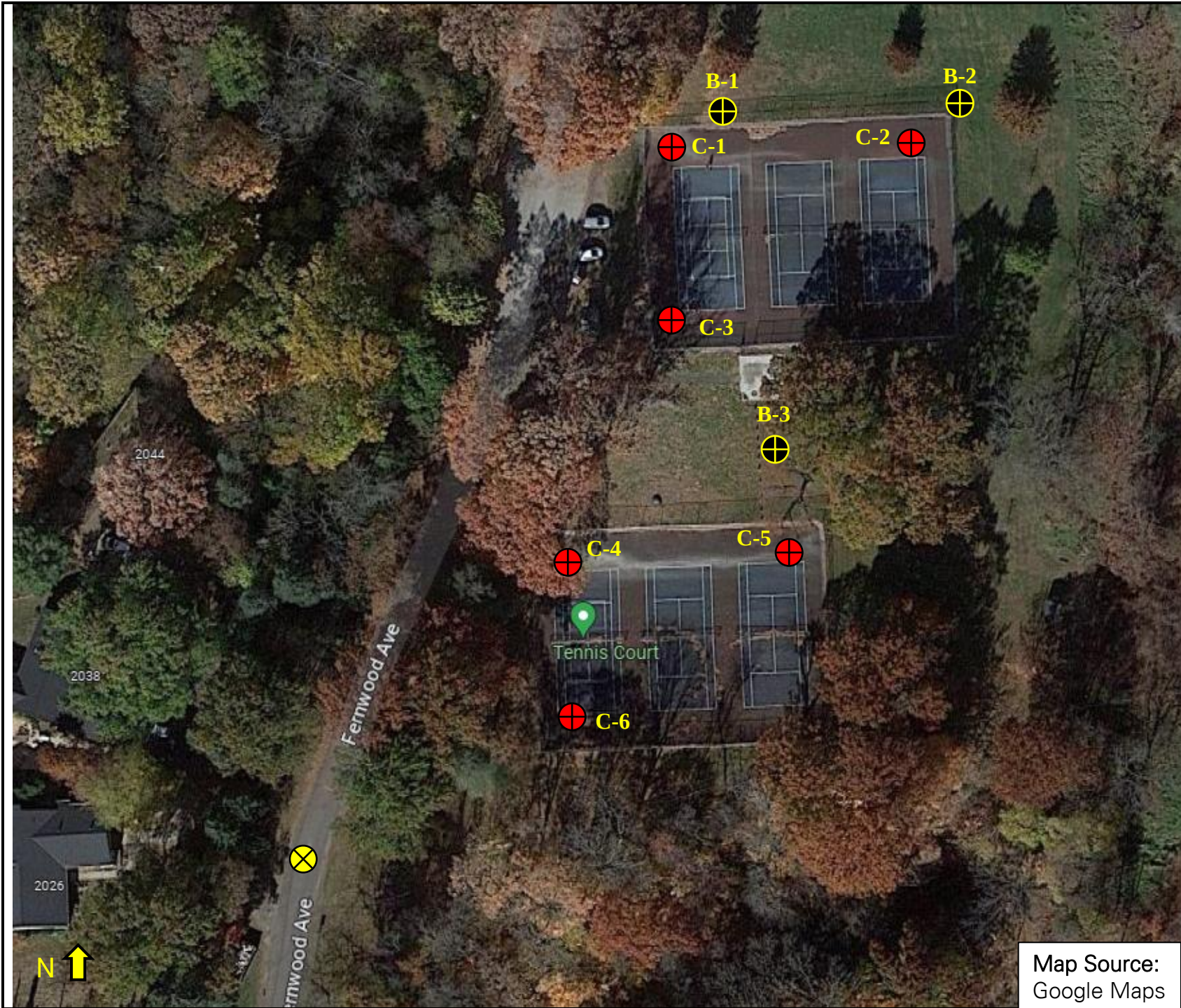
Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00



REVISIONS		
No	DESCRIPTION	DATE
 623 26TH AVENUE ROCK ISLAND, ILLINOIS 61201		
DUCK CREEK PARK 3300 E LOCUST STREET DAVENPORT, IOWA		PROJECT VICINITY MAP
IMEG Project No. 22006026.00		
Drawn By: NJL		
Checked By: MAD		
Date: 2023.05.09		
A-1		
Sheet 1 of 3		

Map Source:
Google Maps



Map Source:
Google Maps

REVISIONS		
No	DESCRIPTION	DATE
 623 26TH AVENUE ROCK ISLAND, ILLINOIS 61201		
DUCK CREEK PARK 3300 E LOCUST STREET DAVENPORT, IOWA		BORING LOCATION MAP
IMEG Project No. 22006026.00		
Drawn By: NJL		
Checked By: MAD		
Date: 2023.05.08		
A-3		
Sheet 3 of 3		



Appendix B
Pavement Core Photographs

Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00



Figure 1. Pavement Core Photograph

Note: With the exception of C-2, PCC pavement cores beneath the HMA playing surface were returned to the core hole prior to backfilling the playing surface.



Appendix C
Logs for Borings

Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00



Duck Creek Park - New Tennis Courts
3300 East Locust Street
Davenport, Iowa
IMEG Project Number: 22006026.00

LOG OF BORING **B-1**
SHEET 1 OF 1

DRILLER L. SKAALA (IMEG-ROCK ISLAND)
DRILL RIG 3.25-INCH DIAMETER HAND AUGER

BORING NO. / LOCATION

B-1 (North Court)

DATE

2023.04.27

REFUSAL

FT.

SAMPLED

10.0

TOP OF ROCK

FT.

BEGAN CORING

FT.

FOOTAGE CORED

LF

BOTTOM OF HOLE DEPTH

10.0

FT.

DRY AT COMPLETION

YES

SURFACE ELEV.

FT.

ELEV.

FT.

ELEV.

FT.

ELEV.

FT.

ELEV.

FT.

WATER LEVEL DATA (IF APPLICABLE)

SEEPAGE:

NONE

COMPLETION:

NONE

BACKFILLED AT COMPLETION

BORING ADVANCED BY _____ HAND AUGER ☒ STATIC CONE PENETROMETER ☒

STRATUM				SAMPLE DEPTH		SAMPLE OR RUN NO.	SAMPLE TYPE	SCP		LABORATORY				STRATUM DESCRIPTION	
DEPTH				FROM	TO			RESULTS		RESULTS					
FT.	IN	IN	ELEV.	FT.	FT.			DIV	UCS	Qp	%M	DD	Qr		
1.0	-	-	-1.0	0.0	1.0	1	SCP	265	1855	1.50	26.3		1.50	LEAN CLAY WITH ROOTS (TOPSOIL): Light Brown-Brown, Damp to Moist	0.3
				1.0	2.0	2	SCP	405	2835					1.00	
2.0	-	-	-2.0	2.0	3.0	3	SCP	450	3150	0.70	26.0		0.70		2.5
				3.0	4.0	4	SCP	300	2100					0.60	
4.0	-	-	-4.0	4.0	5.0	5	SCP	290	2030	0.80	26.4		0.60		5.0
				5.0	6.0	6	SCP	285	1995					0.70	
7.0	-	-	-7.0	6.0	7.0	7	SCP	260	1820	0.60	26.9		0.50		
				7.0	8.0	8	SCP	250	1750					0.60	
8.0	-	-	-8.0	8.0	9.0	9	SCP	270	1890	0.80	26.4		0.60		
				9.0	10.0	10	SCP	260	1820					0.70	
10.0	-	-	-10.0												10.0

REMARKS: _____



Duck Creek Park - New Tennis Courts
3300 East Locust Street
Davenport, Iowa
IMEG Project Number: 22006026.00

LOG OF BORING B-2

SHEET 1 OF 1

DRILLER L. SKAALA (IMEG-ROCK ISLAND)

DRILL RIG 3.25-INCH DIAMETER HAND AUGER

DRY AT COMPLETION YES

BORING NO. / LOCATION B-2 (North Court)

DATE 2023.04.27 SURFACE ELEV. FT.

REFUSAL FT. ELEV. FT.

SAMPLED 10.0 FT.

TOP OF ROCK FT. ELEV. FT.

BEGAN CORING FT. ELEV. FT.

FOOTAGE CORED LF

BOTTOM OF HOLE DEPTH 10.0 FT. ELEV. FT.

WATER LEVEL DATA (IF APPLICABLE)

SEEPAGE: NONE

COMPLETION: NONE

BACKFILLED AT COMPLETION

BORING ADVANCED BY HAND AUGER X STATIC CONE PENETROMETER X

STRATUM DEPTH				SAMPLE DEPTH		SAMPLE OR RUN NO.	SAMPLE TYPE	SCP		LABORATORY				STRATUM DESCRIPTION	
				FROM	TO			RESULTS		RESULTS					
FT.	IN	IN	ELEV.	FT.	FT.			DIV	UCS	Qp	%M	DD	Qr		
1.0	-	-	-1.0	0.0	1.0	1	SCP	500	3500	1.60	23.4		1.60	LEAN CLAY WITH ROOTS (TOPSOIL): Dark Brown-Brown, Damp to Moist	0.4
				2.0	-	-	-2.0	1.0	2.0				2	SCP	495
3.0	-	-	-3.0					2.0	3.0	3	SCP	585	4095	1.80	24.5
				4.0	-	-	-4.0	3.0	4.0	4	SCP	390	2730		
5.0	-	-	-5.0					4.0	5.0	5	SCP	345	2415	0.90	27.8
				6.0	-	-	-6.0	5.0	6.0	6	SCP	290	2030		
7.0	-	-	-7.0					6.0	7.0	7	SCP	275	1925	1.00	28.3
				8.0	-	-	-8.0	7.0	8.0	8	SCP	270	1890		
9.0	-	-	-9.0					8.0	9.0	9	SCP	240	1680	0.90	27.8
				10.0	-	-	-10.0	9.0	10.0	10	SCP	220	1540		

REMARKS:



Duck Creek Park - New Tennis Courts
3300 East Locust Street
Davenport, Iowa
IMEG Project Number: 22006026.00

LOG OF BORING B-3

SHEET 1 OF 1

DRILLER L. SKAALA (IMEG-ROCK ISLAND)

DRILL RIG 3.25-INCH DIAMETER HAND AUGER

DRY AT COMPLETION YES

BORING NO. / LOCATION B-3 (Pavilion)

DATE 2023.04.27 SURFACE ELEV. FT.

REFUSAL FT. ELEV. FT.

SAMPLED 10.0 FT.

TOP OF ROCK FT. ELEV. FT.

BEGAN CORING FT. ELEV. FT.

FOOTAGE CORED LF

BOTTOM OF HOLE DEPTH 10.0 FT. ELEV. FT.

WATER LEVEL DATA (IF APPLICABLE)

SEEPAGE: NONE

COMPLETION: NONE

BACKFILLED AT COMPLETION

BORING ADVANCED BY HAND AUGER X STATIC CONE PENETROMETER X

STRATUM				SAMPLE DEPTH		SAMPLE OR RUN NO.	SAMPLE TYPE	SCP		LABORATORY				STRATUM DESCRIPTION	
DEPTH				FROM	TO			RESULTS		RESULTS					
FT.	IN	FR	ELEV.	FT.	FT.			DIV	UCS	Qp	%M	DD	Qr		
1.0	-	-	-1.0	0.0	1.0	1	SCP	500	3500	1.60	23.4		1.60	LEAN CLAY WITH ROOTS (TOPSOIL): Dark Brown-Brown, Damp to Moist	0.3
				1.0	2.0	2	SCP	495	3465				2.00	23.9	
2.0	-	-	-2.0	2.0	3.0	3	SCP	585	4095	1.80	24.5		2.00		2.5
				3.0	4.0	4	SCP	390	2730				1.00	27.5	
4.0	-	-	-4.0	4.0	5.0	5	SCP	345	2415	0.90	27.8		0.80	SILTY CLAY (LOESS): Light Brown with Light Gray Moist Stiff and Becoming Medium Stiff with Depth	4.0
				5.0	6.0	6	SCP	290	2030				0.50	28.5	
6.0	-	-	-6.0	6.0	7.0	7	SCP	260	1820					Becoming Very Moist Near 6 Feet	
				7.0	8.0	8	SCP	240	1680				1.00	27.5	
8.0	-	-	-8.0	8.0	9.0	9	SCP	260	1820	0.90	27.8		0.80		
				9.0	10.0	10	SCP	225	1575				0.50	28.5	
10.0	-	-	-10.0												10.0

END OF BORING

REMARKS:



Appendix D Soil Description Charts

Duck Creek Park
3300 East Locust Street
Davenport, Iowa

May 12, 2023
IMEG No. 22006026.00



Soils Descriptions

Soils descriptions are based on the Unified Soil Classification System and ASTM D2488 (visual-manual procedure) unless otherwise indicated. Coarse-grained soils (sands and larger) have more than 50% of dry weight retained on a #200 sieve. They are described as boulders, cobbles, gravel or sand. Fine-grained soils have less than 50% of their dry weight retained on a #200 sieve. They are described as clays or silts depending on their liquid and plastic limits. There can be some sand content in the clays and can be some silt or clay content in the sands. Adjectives are used to further describe these materials. For example:

Lean clay with sand is a clay of low plasticity, thus lean, having 15% to 29% sand grains mixed into it. Sandy lean clay is a clay of low plasticity having 30% to 50% sand grains mixed into it.

Relative Properties of Sand or Gravel in Clay	
Descriptive Term	Percent of Dry Weight
Trace Sand*	Less than 15
With Sand*	15 to 30
Sandy	30 to 50

*or Gravel, Gravelly

Relative Amount of Fines Passing #200 Sieve in Sand or Gravel	
Descriptive Term	Percent of Dry Weight
Trace Clay*	Less than 5
With Clay	5 to 12
Clayey	12 to 50

*or Silt, Silty

Grain-Size Terminology	
Descriptive Term	Diameter (inches)
Boulders	> 12
Cobbles	3 to 12
Gravel	#4 Sieve to 3
Sand	#200 to #4 Sieve
Silt or Clay	< #200 Sieve

Description of Fine-Grained Soils	
For Liquid Limits Less Than 50	
PI > 7	Lean Clay
4 < PI < 7	Silty Clay
PI < 4*	Silt
For Liquid Limits of 50 and Higher	
Plots on or Above A-Line	Fat Clay
Plots Below A-Line	Elastic Silt

*or below A-Line

Definitions	
Liquid Limit (LL)	Moisture content where soil changes from plastic to liquid state as determined by ASTM D4318
Plastic Limit (PL)	Moisture content where soil changes from plastic to semi-solid state as determined by ASTM D4318
Plasticity Index (PI)	Numerical difference between liquid limit and plastic limit (PI = LL - PL)

Consistency of Cohesive (Clayey) Soils				
Description	UCS (psf)	N ^{blows/foot}	CBR*	Appearance
Very Soft	0 to 500	0 to 2	0.0 to 0.4	Extruded through fingers when squeezed
Soft	500 to 1000	2 to 4	0.4 to 0.8	Molded by very light finger pressure
Medium	1000 to 2000	4 to 8	0.8 to 1.6	Molded by light finger pressure
Stiff	2000 to 4000	8 to 15	1.6 to 3.2	Readily indented by thumb
Very Stiff	4000 to 8000	15 to 30	3.2 to 6.4	Readily indented by thumbnail
Hard	8000+	30+	6.4+	Hard to indent by thumbnail
*California Bearing Ratio (CBR) = subgrade support value for paving expressed as a percent of value for standard crushed stone				

Relative Density of Cohesionless (Sand) Soils		
Description	N ^{blows/foot}	Friction Angle (degrees)
Very Loose	0 to 4	26 to 30
Loose	4 to 10	28 to 34
Medium	10 to 30	30 to 40
Dense	30 to 50	33 to 45
Very Dense	50+	50+

Grain-Size Terminology	
Descriptive Term	Diameter (inches)
Boulders	> 12
Cobbles	3 to 12
Gravel	#4 Sieve to 3
Sand	#200 to #4 Sieve
Silt or Clay	< #200 Sieve

Note: Lower limits are for fine, clean sand and should be reduced by up to 5 degrees for silty sands. The upper limits are for coarse clean sands.

Comments on Soil Color Descriptions	
Dark Gray, Blue, or Green	Constant submergence with a total absence of available oxygen
Gray with Concretions	Saturation with water of limited oxygen supply
Red-Brown, Yellow-Brown, and Olive-Brown	Abundant supply of oxygen under good condition of drainage
Red-Brown, Yellow-Brown, and Olive-Brown with Gray Mottles	Abundant supply of oxygen under poor drainage conditions (occasional to frequent saturation)

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A					Soil Classification	
					Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$C_u \geq 4$ and $C_c \leq 3$ ^E		GW	Well-graded gravel ^F
			$C_u < 4$ and/or $1 > C_c > 3$ ^E		GP	Poorly graded gravel ^F
		Gravels with Fines More than 12% fines ^C	Fines classify as ML or MH		GM	Silty gravel ^{F, G, H}
			Fines classify as CL or MH		GC	Clayey gravel ^{F, G, H}
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$C_u \leq 4$ and $1 \leq C_c \leq 3$ ^E		SW	Well-graded sand ^I
			$C_u < 6$ and/or $1 > C_c > 3$ ^E		SP	Poorly graded sand ^I
		Sands with Fines More than 12% fines ^D	Fines classify as ML or MH		SM	Silty sand ^{G, H, I}
			Fines classify as CL or CH		SC	Clayey sand ^{G, H, I}
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limits less than 50	inorganic	PI > 7 and plots on or above "A" line ^J		CL	Lean clay ^{K, L, M}
			PI < 4 and plots below "A" line ^J		ML	Silt ^{K, L, M}
		organic	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}
			Liquid limit - not dried			Organic silt ^{K, L, M, O}
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line ^J		CH	Fat clay ^{K, L, M}
			PI plots below "A" line ^J		MH	Elastic silt ^{K, L, M}
		organic	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit - not dried			Organic silt ^{K, L, M, Q}
Highly Organic Soils	Primarily organic matter, dark in color, and organic odor				PT	Peat

Table Notes:

^A Based on the material passing the 3-in. (75 mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles" or "boulders", or "both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12 % fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$^E C_u = D_{60} / D_{10} \qquad C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

City of Davenport

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

Action / Date
4/23/2025

Subject:

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

Common Chord; Block Party; 129 Main Street; 5:00 p.m. - 10:30 p.m. Friday, June 6, 2025;
Outdoor music/band, over 50 dBA. [Ward 3]

German American Heritage Center & Museum; Best of the Wurst; 712 West 2nd Street; 12:00
p.m. - 4:00 p.m. Sunday, July 13, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Recommendation:

Pass the Motion.

Background:

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

Attachments:

None

City of Davenport

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

Action / Date
4/23/2025

Subject:
Motion approving beer and liquor license applications.

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

Ward 2

Casa Tequila Mexican Restaurant (Casa Tequila Mexican Restaurant, LLC) – 4908 North Pine Street – New License/Owner with Outdoor Area – License Type: Class C Liquor (On-Premises)

Kwik Stop (S&D, LLC) – 2308 West 53rd Street – New License – License Type: Class B Retail (Carry-Out)

Ward 3

Common Chord (Common Chord) - 131 West 2nd Street (Loading Dock) - New License with Outdoor Area - License Type: Class C Liquor (On-Premises)

German American Heritage Center (German American Heritage Center) - 712 West 2nd Street (Parking Lot) – Temporary Outdoor Event July 9-13 - License Type: Special Class C Beer/Wine (On-Premises)

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

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

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

Ward 1

Family Dollar #21879 (Family Dollar Stores of Iowa, LLC) - 2378 Rockingham Road - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Lopez Pizza (Lopez Curse, LLC) - 429 East 3rd Street #1 - License Type: Class C Liquor (On-Premises)

Mantra Indian Restaurant (Madan, LLC) - 220 North Harrison Street - License Type: Special Class C Beer/wine (On-Premises)

Ward 5

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

Grumpy's Saloon (2118-2120, In) - 2120 East 11th Street - License Type: Class C Liquor (On-Premises)

Rudy's Tacos (Larosa S A, Inc) - 2214 East 11th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Aldi Inc #80 (Aldi, Inc - Corporation) - 5262 Elmore Avenue - License Type: Class B Beer/Wine (Carry-Out)

Fresh Thyme Farmers Market (Lakes Venture, LLC) - 2130 East Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Homewood Suites (Davenport Lodging Group, LLC) - 4750 Progress Drive - License Type: Special Class C Beer/Wine (On-Premises)

Biaggi's Ristorante Italiano, LLC (Biaggi's Ristorante Italiano, LLC) - 5195 Utica Ridge Road - License Type: Class C Liquor (On-Premises)

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

Flavor Of India (Kita, LLC) - 2660 East 53rd Street - License Type: Class C Liquor (On-Premises)

Ward 7

Mo Brady's (DRC Ventures, Inc) - 4830 North Brady Street - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

Department: Administration

Contact Info: Alderman Tim Dunn and Alderwoman Burkholder
| 563-888-2066 |

Action / Date

4/23/2025

Subject:

Motion directing staff to retain the services of a qualified firm to conduct a financial compliance audit for the current and any applicable previous contracts with Main Street Iowa, LLC. [Ward 3]

Recommendation:

Pass the Motion.

Background:

The City routinely retains the expertise of outside audit professionals to evaluate the compliance of its purchases and expenditures with all applicable policy and law. This is a long-standing practice for which the City has received recognition from the Government Finance Officers Association (GFOA). Similar audit practices are also routinely used for large construction projects. However, to date, no audit has been undertaken to verify the purchases, expenditures, and allowances related to Modern Woodmen Ballpark and the contract with Main Street Iowa, LLC.

The proposers request that the Council support the retention of a qualified firm to conduct a compliance audit for not less than seven years of purchases, expenditures, and allowances associated with Modern Woodmen Ballpark.

Attachments:

None