

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, August 27, 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 August 13, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for August 20, 2025.

VIII. Petitions and Communications from Council Members and the Mayor

IX. Individual Approval of Items on the Discussion Agenda

1. First Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]
2. Resolution approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12. [Wards 3 & 5]
3. Resolution adopting the Rules of Order for the Davenport City Council. [All Wards]
4. Resolution adopting the Rules of Decorum for the Davenport City Council. [All Wards]

X. Approval of All Items on the Consent Agenda

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

1. Third Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96

entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding various streets in Prairie Heights Subdivision. [Ward 8]

2. Second Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street. [Ward 3]
3. Resolution approving Case F25-06 being the request of Davenport Community School District for a final plat of F.L. Smart Middle School Subdivision, a 1-lot subdivision on 8 acres located at 503 Cedar Street. [Ward 3]
4. Resolution setting a Public Hearing on the proposed conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings, LLC, Petitioner. [Ward 5]
5. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Davenport Community School District; High School Football Games; Brady Street Stadium | 3603 North Brady Street; 3:45 p.m. - 9:00 p.m. various dates August - October 2025; **Closure:** East 36th Street from Brady Street to west of the easternmost entrance to the stadium parking lot. [Ward 7]

St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 6:00 a.m. - 6:00 p.m. Sunday, September 7, 2025; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 20, 2025 - 10:00 a.m. Sunday, September 21, 2025; **Closure:** easternmost travel lane on Brady Street from 8th Street to Palmer Drive. [Ward 3]

St. Paul the Apostle; Back to School Block Party; 1007 East Rusholme Street; 12:00 p.m. - 10:00 p.m. Saturday, September 20, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

Jason DeNoyer; Quad Cities Marathon; 5:00 a.m. - 1:00 p.m. Sunday, September 28, 2025; **Closure:** eastbound 2nd Street from the Government Bridge to the Centennial Bridge. [Ward 3]

6. Resolution accepting work completed under the Fairmount Community Center project by Precision Builders, Inc in the amount of \$2,830,402.01, CIP #ARP09. [Ward 1]
7. Resolution awarding a contract for the Fairmount Library Roofing Project to Sterling Commercial Roofing, Inc, of Sterling, Illinois in the amount of \$399,100, CIP #23093. [Ward 1]

8. Resolution awarding a one-year contract, with one possible one-year extension, for Long-Line Pavement Marking to Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois in the amount of \$249,490. [All Wards]
9. Resolution awarding a contract for engineering services for the Silver Creek, Robbin Creek, and Northpark Sewer Basin Lining and Manhole Rehabilitation Program to Strand Associates, Inc of Madison, Wisconsin in the amount of \$112,000, CIP #30066. [Wards 2, 7, & 8]
10. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fire Station 4 Roof Replacement project, CIP #23092. [Ward 5]
11. Resolution approving the purchase of one Ford Transit van and four Ford trucks from Stivers Ford of Waukee, Iowa in the amount of \$237,168.50 using State of Iowa Department of Administrative Services contract #23033A. [All Wards]
12. Resolution approving the purchase of one Ford F-550 pickup truck chassis from National Auto Fleet Group of Watsonville, California using Sourcewell contract #091521-NAF and one service truck body from Truck Equipment of Des Moines, Iowa using Iowa Department of Administrative Services contract #MA005-24134 in the total amount of \$222,868, CIP #10503. [All Wards]
13. Resolution approving the purchase of Parcel R0432-13C in the amount of \$200,000 to support the City's Mississippi River Flood Operations Plan, CIP #68015. [Ward 1]
14. Resolution approving the purchase of three Chevrolet Equinox sport utility vehicles and three Chevrolet Colorado trucks from Karl Chevrolet of Ankeny, Iowa in the amount of \$194,478.60 using Iowa Department of Administrative Services contracts #24216 and #25282. [All Wards]
15. Resolution approving a Federal-Aid Agreement with the Iowa Department of Transportation (DOT) for the Eastern Avenue Bridge Over Duck Creek Replacement project, CIP #21014. [Wards 5 & 7]
16. Motion approving noise variance requests on the listed dates and times for outdoor events.

St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 10:00 a.m. - 4:30 p.m. Sunday, September 7, 2025; Outdoor music, over 50 dBA. [Ward 3]

Burke Events; Vet Fest; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 8:00 p.m. Saturday, September 13, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Tim Kelly; Unity in Our Community: A Fifth Ward Celebration; 1702 North Main Street; 4:00 p.m. - 9:00 p.m. Saturday, September 13, 2025; Outdoor music/DJ, over 50 dBA. [Ward 5]

Mississippi Valley Blues Society; Blues Fest; LeClaire Park | 400 Beiderbecke Drive; 4:30 p.m. - 11:30 p.m. Friday, September 19, 2025, and 1:00 p.m. - 11:30 p.m.

Saturday, September 20, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

17. Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprises, LLC) - 2735 Telegraph Road – Extended Outdoor Service Area September 6 – License Type: Class C Liquor (On-Premises)

Ward 3

Bootleg Hill Honey Meads (Bootleg Hill, LLC) – 226 West 3rd Street – Permanent Location Transfer – License Type: Class C Liquor (On-Premises)

Uplifting Caregivers Association (Uplifting Caregivers Association) – 400 Beiderbecke Drive – Temporary Outdoor Event August 30 – License Type: Special Class C Beer/Wine (On-Premises)

Ward 5

Quad City Arts (Quad City Arts) - 2205 East 11th Street - Temporary Outdoor Event September 20-21 - License Type: Special Class C Beer/Wine (On-Premises)

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

Ward 2

Casey's General Store #2092 (Casey's Marketing Company) - 6278 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Capitol Theatre (Capitol Theatre Group, LLC) - 330 West 3rd Street - License Type: Class C Liquor (On-Premises)

Iowa Mini Mart (Samreet, LLC) - 234 West 3rd Street - License Type: Class E Liquor (Carry-Out)

M Lounge (Alleyah, LLC) - 217 Brady Street - License Type: Class C Liquor (On-Premises)

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Dollar General Store #30700 (Dolgencorp, LLC) - 1777 North Division Street - License Type: Class B Beer/Wine (Carry-Out)

Circle Tap, The (Circle Tap, Inc) - 1345 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Cabos Cantina And Grill 2, LLC (Cabos Cantina and Grill 2, LLC) - 5717 Elmore Avenue Unit E - License Type: Class C Liquor (On-Premises)

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 5270 Elmore Avenue #3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Costco Wholesale #1325 (Costco Wholesale Corporation) - 2790 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Super Target T-533 (Target Corporation) - 5225 Elmore Avenue - License Type: Class E Liquor (Carry-Out)

18. Motion approving Change Order #2 in the amount of \$56,740 to Delf's Landscape and Irrigation of Blue Grass, Iowa for the Natural Resources Landscaping Maintenance Services contract. [All Wards]
19. Motion ratifying Change Order #1 in the amount of \$53,289 to Northwest Mechanical Inc of Davenport, Iowa for the Adler Theatre HVAC Upgrades project, CIP #69014. [Ward 3]
20. Motion awarding a blanket contract for the purchase of calcium chloride for the 2025-2026 winter season to SICALCO, LTD of Hinsdale, Illinois. [All Wards]
21. Motion awarding a blanket contract for the purchase of anti-icing chemicals for the 2025-2026 winter season to SNI Solutions, Inc of Geneseo, Illinois. [All Wards]
22. Motion approving the purchase of workforce development training from Gillig LLC of Livermore, California in the amount of \$96,000, CIP #24035. [All Wards]
23. Motion approving the purchase of replacement draft tube mixer parts for digesters at the Water Pollution Control Plant from Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$60,141.60. [All Wards]
24. Motion approving the purchase of two Western Pro Plus plows, two Knapheide platform truck bodies, and one Knapheide service body from Truck Equipment of Des Moines, Iowa in the amount of \$58,300 using Iowa Department of Administrative Services contract #MA005-24134. [All Wards]
25. Motion approving the purchase of one Ford F-150 from Stivers Ford of Waukee, Iowa in the amount of \$51,388 using Iowa Department of Administrative Services contract

#24051, CIP #24032. [All Wards]

26. Motion approving a Memorandum of Agreement (MOA) with the Federal Aviation Administration for equipment installed at the Davenport Municipal Airport. [Ward 8]

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

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

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

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council meeting minutes for August 13, 2025.

Action / Date
8/27/2025

Attachments:

1. 081325 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, August 13, 2025

The City Council of Davenport, Iowa met in regular session on Wednesday, August 13, 2025, at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present (*In person*: R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Lynch*).

**Connected at 5:37 p.m.; disconnected at 5:50 p.m.*

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman T. Dunn

III. Roll Call | **All present**

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

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

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

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

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

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

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

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

chapel (theatre) building and related parking on the Annie Wittenmyer campus, moved to the Discussion Agenda and all other items moved to the Consent Agenda.
*Council adjourned at **6:10 p.m.***

VIII. Petitions and Communications from Council Members and the Mayor

IX. Individual Approval of Items on the Discussion Agenda

1. On motion by Alderman Gripp, second by Alderman Reinartz and all Aldermen present voting aye except Lynch who was not connected via telephone yet, the following Ordinance moved to second consideration.

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

MOVED TO SECOND CONSIDERATION

2. A motion to amend section 2.1.1 of the lease agreement to read "Landlord hereby grants to Tenant the option to purchase the Premises at any point during the term of this lease. The option to purchase is personally to the named Tenant and is not assignable. Tenant shall exercise the option to purchase by providing Notice to Landlord with the intent to close within 30-days of Notice. The purchase price for the Premises shall be for the market rate value of one dollar (\$1.00).", was moved by Alderwoman Burkholder and seconded by Alderwoman Meginnis. Upon the roll being called, all Aldermen present voted aye, and the amendment was approved.

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

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

ADOPTED 2025-339

X. Approval of All Items on the Consent Agenda

On motion by Alderman Gripp, second by Alderwoman Meginnis and all Aldermen present voting aye with Alderwoman Lynch abstaining from the Phil & Larry's annual liquor license renewal under item #16, the Consent Agenda was approved as follows.

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

MOVED TO THIRD CONSIDERATION

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

ADOPTED 2025-340

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

ADOPTED 2025-341

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

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

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

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

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

ADOPTED 2025-342

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

ADOPTED 2025-343

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

ADOPTED 2025-344

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

ADOPTED 2025-345

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

ADOPTED 2025-346

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

ADOPTED 2025-347

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

ADOPTED 2025-348

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

ADOPTED 2025-349

12. Resolution accepting the 2025-2026 (year three of three) AmeriCorps Program grant from the Corporation for National and Community Services in the amount of \$439,000 and authorizing the Finance Director or designee to sign the grant agreement to be managed and implemented by the Davenport Parks and Recreation Department. [All Wards] **ADOPTED 2025-350**

13. Resolution approving a three-year agreement for Unified Enterprise Support with Microsoft of Redmond, Washington. [All Wards] **ADOPTED 2025-351**

14. Resolution establishing the dates and times for the annual Halloween parade and trick-or-treating as Sunday, October 26, 2025, at 2:00 p.m., and Friday, October 31, 2025, from 5:30 p.m. - 7:30 p.m., respectively. [All Wards] **ADOPTED 2025-352**

15. Motion approving noise variance requests on the listed dates and times for outdoor events. **PASSED 2025-353**

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

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

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

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

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

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

16. Motion approving beer and liquor license applications. **PASSED 2025-354**

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

Ward 1

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

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

Ward 3

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

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

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

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

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

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

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

Ward 6

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

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

Ward 3

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

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

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

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

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

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

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

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

Ward 4

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

Ward 5

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

Ward 6

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

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

Ward 7

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

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

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

Ward 8

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

17. Motion accepting work completed under the Whalen Park Walking Path project by Langman Construction, Inc of Rock Island, Illinois in the amount of \$77,863.38, CIP #64112. [Ward 8]

PASSED 2025-355

18. Motion accepting work completed under the Hayes Court Subdrain project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$32,956, CIP #33063. [Ward 1]

PASSED 2025-356

19. Motion approving agreements with Golf Complete, Inc dba foreUP of Blue Ash, Ohio for payment services at Duck Creek, Emeis, and Red Hawk Golf Courses. [Wards 1, 6, & 8] **PASSED 2025-357**

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Executive Session

*On motion by Alderwoman Meginnis, second by Alderman R. Dunn and all Aldermen present voting aye except Alderwoman Lynch who was no longer connected via telephone, Council recessed to Executive Session at **5:56 p.m.** to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c). Council reconvened in Executive Session at **6:07 p.m.** with Mayor Matson and all Aldermen present except Lynch (Burkholder, R. Dunn, T. Dunn, Gripp, Jobgen, Kelly, Meginnis, Newton, and Reinartz). Others present included Corporation Counsel Sam Huff, City Administrator Doug Maxeiner, and Deputy City Clerk Brian Krup. On motion by Alderwoman Meginnis, second by Alderman R. Dunn Council went back into open session at **6:31 p.m.** On motion by Alderman Gripp, second by Alderwoman Meginnis Council adjourned at **6:31 p.m.***

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the Report on Committee of the Whole for August 20, 2025.

Action / Date
8/27/2025

Attachments:

1. 082025 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, August 20, 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 Jobgen. Upon the roll being called, all Aldermen were present (*In person*: R. Dunn, Kelly, Meginnis, Reinartz, Newton, Lynch, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Gripp).

The following Public Hearings were held: **Community Development**: 1. for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. **Public Works**: 1. on the plans, specifications, form of contract, and estimate of cost for the Fire Station 4 Roof Replacement project, CIP #23092.

Action Items for Discussion: (Votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development**: Alderman Reinartz reviewed all items listed. A motion was moved by Alderman Reinartz and seconded by Alderwoman Meginnis to table item #4, Resolution approving Case F25-09 being the request of Parallel Timber Ridge LP for a final plat of Sheffield Square Ninth Addition, a 1-lot subdivision on 2.07 acres located on West 54th Street west of Pine Street, to Section XVIII. Other Ordinance, Resolutions and Motions of the agenda for consideration and vote. Upon the roll being called, all Aldermen present voted aye, and the item was tabled as specified. On motion by Alderwoman Meginnis, second by Alderman Jobgen item #1, First Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Safety**: Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderwoman Newton 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 item #10, Resolution approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Finance**: Alderwoman Newton reviewed the two items listed. On motion by Alderwoman Lynch, second by Alderwoman Burkholder both items moved to the Discussion Agenda.

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

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

Resolution approving Case F25-09 being the request of Parallel Timber Ridge LP for a final plat of Sheffield Square Ninth Addition, a 1-lot subdivision on 2.07 acres located on West 54th Street west of Pine Street.

ADOPTED 2025-358

Council adjourned at **7:20 p.m.**

City of Davenport

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

Action / Date
8/27/2025

Subject:

First Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

Recommendation:

Consider the Ordinance.

Background:

Coram Deo Bible Church and Academy is currently located at 3800 East 53rd Street. Due to limited space and increased enrollment, Coram Deo Academy is seeking to redevelop the former AT&T call center building into its new educational facility. The place of worship will remain in its existing location, east of Interstate-74. A concept plan has been provided detailing the intent to retrofit the existing building for classrooms and academic amenities while utilizing the existing parking lot for school drop-off and pick-up. The site will maintain its two access points onto Elmore Circle.

Why is a Zoning Map Amendment Required?

The subject property is currently zoned C-3 General Commercial District. 'Educational Facility-Primary or Secondary' is prohibited within commercial zoning districts. This land use is only allowed in residential districts and the IC Institutional Campus District. A zoning map amendment is required to facilitate the redevelopment of the former AT&T Call Center into Coram Deo Academy's new campus.

Davenport's Zoning Ordinance defines 'Educational Facility-Primary or Secondary' as "a public, private, or parochial facility that offers instruction at the elementary, junior high, and/or high school level."

Plan and Zoning Commission Recommendation

At its August 5, 2025 meeting, the Plan and Zoning Commission unanimously recommended Case REZ25-04 be forwarded to the City Council with a recommendation for approval subject to the listed findings.

Findings

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The zoning map amendment and submitted land use plan are compatible with the

established commercial character of the area.

4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

The staff report from the August 5, 2025 Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Staff Report
3. Application
4. Coram Deo Academy Letter to the Commission
5. Coram Deo Academy-Student Residency Map
6. Maps
7. Iowa DOT Crash Analysis Report
8. Public Hearing Notice: Committee of the Whole
9. Public Hearing Notice: Plan & Zoning Commission
10. Public Comments Received as of 8-4-25
11. Chapter 17.08 - Use Matrix
12. Iowa State University Extension and Outreach-Spot Zoning

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ25-04 BEING THE REQUEST OF CORAM DEO ACADEMY TO REZONE APPROXIMATELY 10.72 ACRES OF LAND LOCATED AT 5348 ELMORE CIRCLE FROM C-3 GENERAL COMMERCIAL DISTRICT TO IC INSTITUTIONAL CAMPUS DISTRICT.

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "IC Institutional Campus District."

The land referred to below is situated in the county of Scott, state of Iowa, and is described as follows:

Lot 2 of the final plat of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa.

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

1. The proposed zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The proposed zoning map amendment and submitted land use plan are compatible with the established commercial character of the area.
4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

Section 3. At its August 5, 2025 meeting, the Plan and Zoning Commission voted to forward Case REZ25-04 to the City Council with a recommendation for approval subject to the listed findings.

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

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

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

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
8/5/2025

Subject:

Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

Recommendation:

Staff recommends Case REZ25-04 be forwarded to the City Council with a recommendation for approval subject to the listed findings.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The zoning map amendment and submitted land use plan are compatible with the established commercial character of the area.
4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

Background:

Coram Deo Bible Church and Academy are currently located at 3800 East 53rd Street. Due to limited space and increased enrollment, Coram Deo Academy is seeking to redevelop the former AT&T Call Center Building into its new educational facility. The place of worship will remain in its existing location, east of Interstate-74. A concept plan has been provided detailing the intent to retrofit the existing building for classrooms and academic amenities, while utilizing the existing parking lot for school drop-off and pick-up. The site will maintain its two access points onto Elmore Circle.

Why is a Zoning Map Amendment Required?

The subject property is currently zoned C-3 General Commercial District. 'Educational Facility-Primary or Secondary' is prohibited within commercial zoning districts. This land use is only allowed in residential districts and the IC Institutional Campus District. A zoning map amendment is required to facilitate the redevelopment of the former AT&T Call Center into Coram Deo Academy's new campus.

Davenport's Zoning Ordinance defines '**Educational Facility-Primary or Secondary**' as "a public, private, or parochial facility that offers instruction at the elementary, junior high, and/or

high school level."

Comprehensive Plan:

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

Future Land Use Designation:

The subject property is currently designated as Regional Commercial in the Davenport +2035 Future Land Use Map.

1. **Regional Commercial (RC):** Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.

Zoning:

The applicant is petitioning a rezoning from C-3 General Commercial District to IC Institutional Campus District.

1. **C-3 General Commercial Zoning District:** This district is intended to accommodate higher-intensity commercial development within the City of Davenport that serves both local and regional markets. The C-3 District addresses medium- and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.
2. **IC Institutional Campus District:** This zoning district is intended to encourage a comprehensive approach to development by significant institutions within the City. The IC District is also intended to:
 1. Further the policies of the Comprehensive Plan.
 2. Permit appropriate institutional growth within boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion.
 3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.
 4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

Section 5.10.105.B: Alcoholic Beverage Controls

Class "A", class "B" "C", or class "E" retail alcohol license applications shall not be approved if the property upon which such licensed activity will occur is located within 600 feet, including public rights-of-way, of a state-registered child development home, state-licensed child-care center, or public or private elementary or secondary school. However, an application within 600 feet, but not immediately abutting, a state-registered child development home or state-licensed child-care center may be approved if the City Council, upon a hearing, grants a waiver to this rule. The City Council may grant the waiver if it determines the following exists:

1. The affected child development home or care center consents to the granting of the waiver; or
2. Sufficient buffering exists to mitigate the visual, sound, and foot traffic likely to be generated by the applicant, similar to or greater than an arterial roadway or at least 100 feet of natural buffering such as woods, ravines, waterways, or wetlands.

Section 5.10.105.B does not apply to grocery stores or restaurants.

Approval Standards for Map Amendments (Chapter 17.14.040)

The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

Please note, property tax considerations fall outside the scope of zoning determinations and should not influence the outcome of this request. Ownership of the property by a tax-exempt institution is allowed under the current zoning designation. Furthermore, the City does not have the authority to regulate or restrict the purchase of property by a tax-exempt organization. Rezoning decisions are guided by planning objectives and consistency with zoning policy, rather than potential changes in property tax revenue.

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

- Staff Response: The property is designated as Regional Commercial in the Davenport +2035 Land Use Plan. Since the Comprehensive Plan designated areas as a whole, the Elmore Avenue and 53rd Street corridors were reserved for higher-intensity uses that have service boundaries that extend beyond the city limits. As a private school, Coram Deo Academy has a student population spanning throughout the Quad Cities metropolitan area. The use of the property as an educational facility complies with the proposed service boundary identified in the comprehensive plan.
- Areas designated as Regional Commercial are located at the intersections of major streets and have good access to interstate and other highways. Most people will drive or take transit to areas designated Regional Commercial. Regardless of the change in use or zoning classification, the subject property will maintain its accessibility to these major transportation networks (i.e. Elmore Avenue, 53rd Street, and proximity to I-74). In addition, the subject property is accessible via public transit. The CitiBus Blue Line has stops at the intersection of Elmore Circle and 53rd Street. In addition, the Yellow Line is a north-south route

with stops located along Elmore Avenue.

- Land uses in Regional Commercial designation typically include big-box retail and large office complexes. However, this land use category also provides for residential, service, and institutional uses. Converting the former AT&T Call Center building into a primary and secondary school qualifies as an institutional use.
- Rezoning the property to IC Institutional Campus District does not require an amendment to the Future Land Use Map. It is staff's opinion that the proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.

2. The compatibility with the zoning of nearby property.

- Staff Response: The following zoning districts about the subject property:
 - North: R-2 Single-Family Residential District & C-3 General Commercial District
 - South: C-3 General Commercial District
 - East: C-3 General Commercial District
 - West: C-3 General Commercial District
- The 10.72-acre site is adjacent to the commercial corridors of Elmore Avenue and 53rd Street. Principal land uses in this area include retail goods establishments, offices, hotels, financial institutions, restaurants, car washes, and vehicle dealerships. The properties surrounding the intersection of Elmore Avenue and 53rd Street are predominantly zoned C-3 General Commercial District. The undeveloped 33.11-acre site immediately to the north of the subject property is zoned residential and only accessible from the adjacent Jersey Meadows Subdivision.
- The IC Institutional Campus District is intended to permit institutional growth within the district while minimizing adverse impacts on the adjacent areas. This zoning classification has been utilized by the following primary and secondary educational facilities: Central High School, West High School, North High School, Mid City High School, and Assumption High School. The City recognizes that schools may require additional flexibility to grow and develop within limited space. The IC Institutional Campus District facilitates this use and development while providing increased public notification and regulatory oversight.
- City staff analyzed the request for compliance with Davenport's Zoning Ordinance as well as state legislation. The petition will introduce institutional zoning into the commercial corridor. Iowa State University Extension and Outreach advises that an application is considered spot zoning when it is for the sole benefit of the property owner and contrary to the comprehensive plan. In this case, the comprehensive plan designates the subject property as Regional Commercial due to accessibility to major transportation routes. The proposed institutional use is also consistent with the described land uses outlined in the future land use plan. Given the substantial size of the property and conformance with the comprehensive plan, staff believe the rezoning request is not considered spot zoning.
- It is staff's opinion that the proposed zoning amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.

3. The compatibility with established neighborhood character.

- Staff Response: Davenport's Zoning Ordinance requires the applicant to submit a

Land Use Plan when petitioning a rezoning to the IC Institutional Campus District. This provides an additional level of oversight to ensure consistency with the surrounding land uses. Coram Deo Academy intends to retrofit the former AT&T Call Center building for use as a school. The building footprint, which is setback towards the north property line, will not be expanded. Alterations to the building are predominantly on the interior as the former office space will be converted into classrooms and other school amenity areas. Exterior improvements are limited to signage and minor aesthetic changes to rebrand the building for Coram Deo Academy. The existing parking lot configuration and two access points onto Elmore Circle will also remain. Student drop-off and pick-up will occur on-site within the existing parking lot.

- This plan is designed to retain and enhance the existing condition of the building and site, ensuring the preservation of the character and context of the surrounding environment. If it is determined that there is a major amendment, the property owner must return to the Plan and Zoning Commission and City Council for approval. This provides additional oversight to ensure consistency with the surrounding uses.
- It is staff's opinion that the proposed zoning district and land use plan are compatible with the established commercial character of the area.

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

- Staff Response: Coram Deo Academy is requesting a map amendment to a more restrictive zoning designation. The IC Institutional Campus District requires the review and approval of a land use plan to enable the community to understand the levels of development and activity being proposed, their likely impacts, and appropriate mitigation measures. This additional level of oversight is intended to further protect the health, safety, and welfare of the City.
- During the public hearing, concerns were raised regarding potential traffic impacts associated with the operation of a school. According to the submitted land use plan, the site will retain its 578 parking spaces and two driveways onto Elmore Circle. During the school year, student drop-off is scheduled from 8:15-8:30am Mondays through Fridays. School pick-up is Mondays through Thursdays at 2:45pm and Fridays at 12:45pm. The school averages 2.5 students per vehicle during drop-off. Given the broad range of communities that students commute from, no bus service is proposed at this time. The current enrollment of 180 students would be relocated from the existing school to the new location. Therefore, minimizing the additional trips generated along the commercial corridor. The subject property would enable Coram Deo Academy to grow its population to 500 students.
- The subject property has two access points onto Elmore Circle, which extends to Elmore Avenue to the east and 53rd Street to the south. Since access to Elmore Avenue from Elmore Circle is regulated by a stop sign, it is anticipated that vehicles will utilize the traffic signal at the intersection of Elmore Circle and 53rd Street. The City installed two "Do Not Block Drive" signs with flashing lights at the entrance to Victoria Square in an effort to deter vehicles from blocking access to the shopping center while waiting at the traffic light. City staff believe there are adequate traffic measures in place to accommodate the traffic generated from a school. The City will continue to monitor traffic patterns and

respond with appropriate measures where needed.

- While the IC Institutional Campus District is not bound by the minimum off-street parking requirements outlined in the Zoning Ordinance, staff believe there is adequate parking and stacking space on the property to accommodate the traffic generated by the school. Per the Zoning Ordinance, the minimum off-street parking requirement for an elementary or junior high school is three stalls per classroom, plus three stalls per office. The parking requirement for a high school is six stalls per classroom, plus four per office. Staff believe the site's 578 parking stalls are sufficient.
- According to City records, the AT&T Call Center had a total of 548 employees in 2011. If Coram Deo Academy reaches its full capacity of 500 students, this will be comparable to the former use. However, schools typically generate less traffic due to carpooling and multiple student households. The City did not encounter any significant traffic concerns when the AT&T Call Center was open and operating at full capacity.
- Rezoning the property to establish a new school will have minimal impact on the regional transportation system given its proximity and access to Elmore Avenue, East 53rd Street, and Interstate-74. Relocating the school from the eastside of the interstate to the westside is a minor shift in vehicles already traveling through the commercial corridor.
- City staff analyzed crash data from 2020 to 2025 on Elmore Circle and at the intersections with Elmore Avenue and 53rd Street. There were a total of forty crashes over this period, with none resulting in serious injury or fatality.
- The following are the most recent annual average daily traffic counts, according to the Iowa Department of Transportation:
 - Elmore Circle: 100
 - 53rd Street, between Elmore Circle and Elmore Avenue: 26,100.
 - Elmore Avenue, north of 53rd Street: 15,100
- Staff does not anticipate the proposed zoning map amendment will impact the public health, safety, and welfare of the City.

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

- Staff Response: The current C-3 General Commercial District is Davenport's highest intensity commercial zoning classification, meant to facilitate medium and large-scale development serving both local and regional markets. Uses may generate considerable traffic and generally require significant off-street parking. As a result, the C-3 District offers a broad range of commercial, residential, and civic land uses.
- Coram Deo currently operates its school, church, and offices in the same facility at 3800 East 53rd Street (zoned C-3 District). Due to the growth of the church and increasing enrollment of the school, the intent is to separate the two uses. Rezoning the subject property to IC Institutional Campus District will facilitate the redevelopment of the former call center into Coram Deo Academy's new campus. Coram Deo Bible Church will remain in its existing location, east of the interstate. This is part of a long-range plan by Coram Deo to reinvest in the Davenport market.
- The C-3 General Commercial District permits 'Places of Worship', 'Day Care

Center', 'Educational Facility-University or College', and 'Educational Facility-Vocational'. However, 'Educational Facility-Primary or Secondary' is only permitted in residential and institutional zoning districts. Locating public schools within existing neighborhoods is ideal when students reside within close proximity. This offers opportunities for walking, biking, and shorter commutes to schools. However, being a private kindergarten through twelfth grade school, Coram Deo Academy attracts students from throughout the Quad Cities Metropolitan Region. Students are currently commuting from Davenport, Bettendorf, LeClaire, Eldridge, Walcott, DeWitt, Princeton, Long Grove, Pleasant Valley, East Moline, Coal Valley, and Geneseo. Therefore, a prominent facility adjacent to the interstate and commercial thoroughfares is an ideal location for the new campus.

- It is staff's opinion that the C-3 General Commercial District offers a diverse range of commercial, residential, and civic land uses. However, the proposed zoning map amendment facilitates the adaptive reuse of a vacant building as an educational facility, aligning with the types of uses already permitted under the existing zoning classification.

6. The extent to which the proposed amendment creates nonconformities.

- Staff Response: The IC Institutional Campus District operates with two levels of regulation. The first is a set of base district regulations that provide for a certain intensity of development by-right. The second allows for the approval of a land use plan, which must be approved by the City Council, that creates regulations that allow for flexibility in the development and expansion of the institution above the standards set by the base district regulations. Once a land use plan is submitted and approved, the development proceeds in accordance with the plan rather than the base district regulations.
- The existing 10.72-acre parcel conforms with the IC District Dimensional standards for minimum lot area and width requirements. The subject property consists of the former AT&T Call Center, which was constructed in 2007 as part of a planned unit development. Subsequently, on April 20, 2011, the Zoning Board of Adjustment approved a Special Use Permit for the construction of the existing 160-foot-tall stealth wireless communications tower. The developed property conforms with the base district regulations for maximum impervious surface and setback requirements. The conversion of the office building into an educational facility, as well as maintaining the cellular tower, are both considered permitted uses in the IC Institutional Campus District.
- It is staff's opinion that rezoning the property to IC Institutional Campus District and redeveloping the site as outlined in the land use plan will not create any new nonconformities.

Public Input:

Letters were sent to property owners within 500 feet of the proposed request notifying them of the July 15th Plan and Zoning Commission Public Hearing. Due to the limited number of residential properties within the notification area, a neighborhood meeting was not held.

During the July 15th Plan and Zoning Commission public hearing, several members of the public spoke in opposition to the request. Topics of concern

included traffic impacts, public safety, hurdles for potential commercial tenants in obtaining a liquor license, overall site improvements, and compliance with the comprehensive plan. One member of the public spoke in favor of the petition. The individual was supportive of the adaptive reuse of a vacant commercial building and believed the traffic generated from the site would not be substantially different from the former AT&T Call Center.

To date, one written comment in opposition to the request has been received by an abutting property owner within the 500-foot notification area. Their concern related to the adverse effects that a school may have on the marketability of their vacant commercial property on Elmore Avenue. In particular, the potential for developing their site for a user that sells liquor.

Davenport has specific regulations regarding the distance between establishments selling liquor and schools or child care facilities. There must be at least a 600-foot separation, measured in a straight line between the closest points of the properties. This rule applies to both public and private elementary and secondary schools, as well as state-registered child development homes and state-licensed child care centers. However, there is a waiver process. Factors taken into consideration are geography or other physical buffers (in this case Pheasant Creek). The City does not regularly receive waiver requests, but with appropriate measures in place have been granted in the past.

Staff received a second inquiry from the property owner of Victoria Square Shopping Center. In addition to raising questions about the potential impacts of a liquor license application, the owner expressed concerns about traffic impacts. In particular, vehicles stacking near the traffic light at Elmore Circle and 53rd Street.

Following the public hearing, staff received several letters in support of the rezoning request. Statements in favor of the request generally cited community reinvestment, adaptive reuse of a vacant commercial building, economic impacts, and Coram Deo's track record as a good community partner.

Written public comments received as of Friday, August 1st have been attached to the staff report. Staff will apprise the Commission of any additional correspondence at the August 5th Plan and Zoning Commission meeting.

Attachments:

1. Application
2. Coram Deo Academy Letter to the Commission
3. Coram Deo Academy-Student Residency Map
4. Maps
5. Iowa DOT Crash Analysis Report
6. Public Hearing Notice
7. Public Comments Received as of 8-4-25
8. Chapter 17.08 - Use Matrix
9. Iowa State University Extension and Outreach-Spot Zoning



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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
REZONING
(MAP AMENDMENT)

APPLICANT INFORMATION	
Applicant Name Company Name Coram Deo Academy	
Address 3800 E 53rd St	
City State Zip Davenport, IA 52807	
Phone	
Secondary Phone	
E-Mail Address	

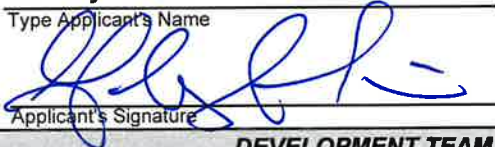
Acceptance of Applicant

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

In addition to the application fee, I understand I am responsible for 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.

Grady Adkins

Type Applicant's Name



05/07/2025
Date

DEVELOPMENT TEAM

Property Owner	
Dan Zatloukal, Telecommunications Springing, L.L.C	
Address PO Box 3666, Oak Brook, Illinois	
Phone	Secondary Phone
E-Mail Address	

Project Manager/Other

Address	
Phone	Secondary Phone
E-Mail Address	

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
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PROJECT TITLE		
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SITE ADDRESS OR GENERAL LOCATION DESCRIPTION 5348 Elmore Circle, Davenport, IA 52807		
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NEIGHBORHOOD MEETING DATE / TIME / LOCATION		
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ZONING DISTRICTS	EXISTING	PROPOSED	SQ. AREA
	C-3	IC	466,912

COMPLETE SUBMITTALS SHALL INCLUDE: **SUBMITTED**

Concept/Development Plan ☐

Authorization to Act as Applicant* ☐
*only needed if the Applicant is different than the owner

Legal Description* (bearing & distance) ☐
* shall include a MS Word or Text file

Legal Description Dimensioned Sketch ☐

Application Fee* (REQUIRED) ☐
* (check payable to 'City of Davenport')

Rezoning Fee Schedule

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

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

PROJECT NARRATIVE: (submit separate sheet if needed)

Applicant, Coram Deo Academy (CDA), intends to use this facility for educational purposes. CDA, an accredited K-12 school established in 2020, desires to purchase this property and move their school to this new location.

The inside of the existing structure will be remodeled to include approximately 30 classrooms holding 500-600 students with 30 faculty and 5 staff/administration.

*See attached for continuation.

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

PROJECT NARRATIVE CONTINUED:

The property consists of 10.72 acres with 578 parking spaces.

Traffic impact will be minimal with drop off times being 8:15-8:30am M-F and pick up times being 2:45pm M-TH and 12:45pm on Fridays. There is currently no plan to utilize a bus system.

Coram Deo Academy will reface the signage both at the entrance to the building and on the building itself.

The property is currently zoned C-3. Coram Deo Academy is requesting this property to be rezoned to IC (Institutional Campus).

LEGAL DESCRIPTION:

The land referred to herein below is situated in the county of Scott, state of Iowa and is described as follows:

Lot 2 of the Final Plot of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa.

Assurance note: The above described land is the same as described within the Chicago Title Insurance Company Commitment File No. 100719284, with an effective date of November 27, 2007.

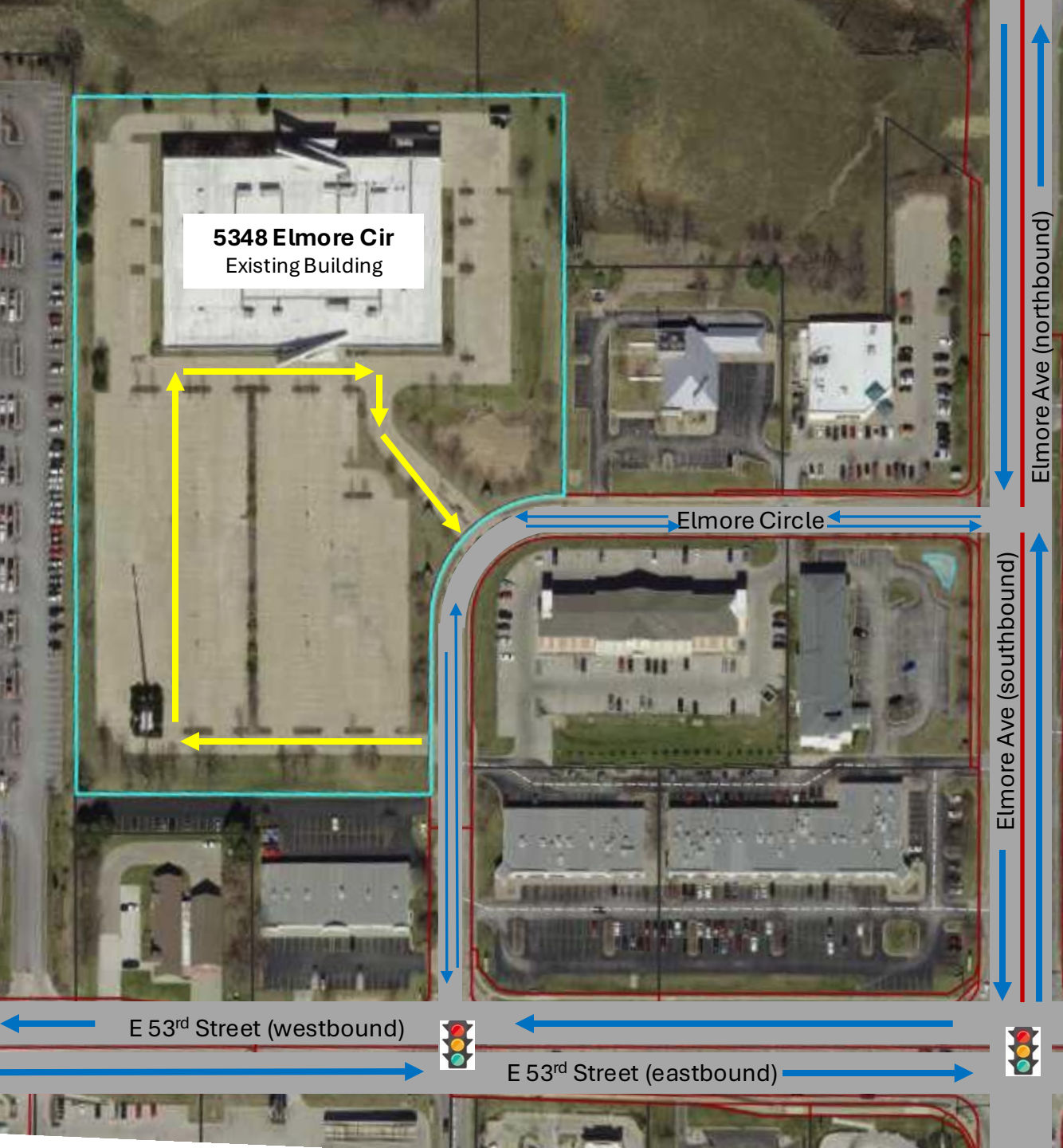


Existing Conditions:

- 10.72 Acres
- 75,728 Sq Ft Building
- 578 Parking Spaces

Proposed Changes:

- No footprint change to existing structure



Anticipated Traffic Patterns

- School Drop off
M-F 8:15-8:30am
- School Pick up
M-Th 2:45pm
Fri 12:45pm

Legend:

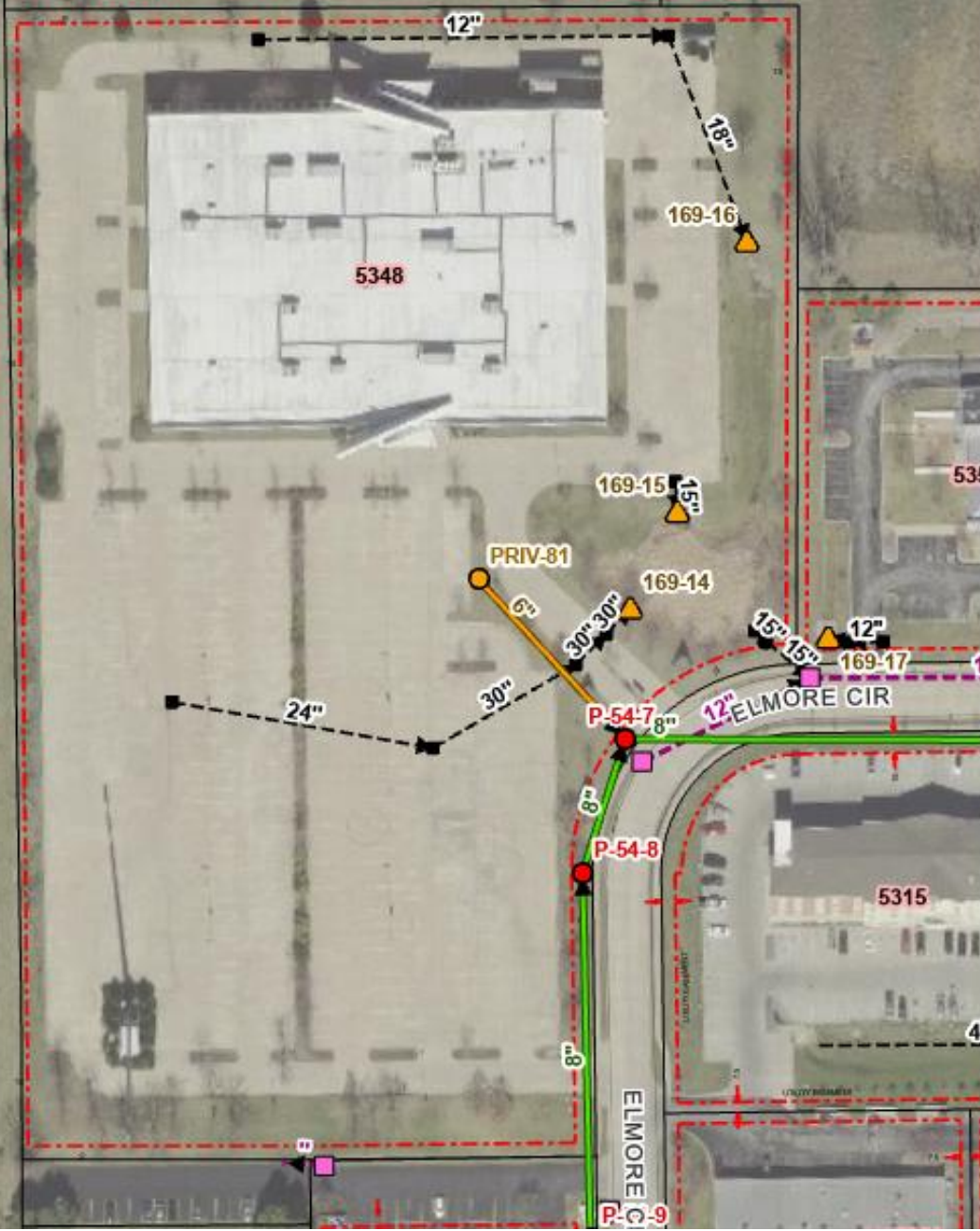
-  = main road traffic
-  = school traffic
-  = traffic light

Private Storm Sewer Locations:

Black Dotted Lines = storm sewer

Orange Lines = sanitary sewer lines

Storm Sewer flows into the detention pond located near main entrance.



LETTER OF AUTHORIZATION

June 26, 2025

Via E-Mail

CITY OF DAVENPORT

Development & Neighborhood Services - Planning

Email: planning@davenportiowa.com

RE: Purchaser's Proposed Re-Zoning for 5348 Elmore Circle, Davenport, Iowa 52807
(the "Property")

Dear Sir or Madam:

On June 25, 2025, Telecommunications Springing, L.L.C., a Delaware limited liability company ("Seller") and Coram Deo Academy, an Iowa nonprofit corporation (or its permitted assignee, the "Purchaser") entered into a Purchase and Sale Agreement (the "Purchase Agreement") with respect to the purchase/sale of the above-referenced Property. Prior to Closing on its purchase, Purchaser would like to apply for re-zoning of the Property for use as an educational facility. Seller hereby approves Purchaser submitting an Application for Rezoning with a submittal date of 6/19/25, and a third reading at the City Council Meeting at 5:00 p.m. on September 24, 2025, so long as the zoning change does not become effective until after Purchaser is the owner of the Property. If, for any reason, either party elects to terminate the Purchase Agreement pursuant to its rights thereunder, and either party notifies the City of Davenport of such termination, the application for re-zoning shall be immediately withdrawn/terminated.

Additionally, (a) until Purchaser owns the Property, Purchaser will not enter to any agreements regarding the Property which would bind Seller in the event of a termination of the Purchase Agreement or failure of one party to close, and (b) Purchaser shall not record any documents against the Property or which benefit or burden the Property prior to Closing; provided, however, this will not prevent Purchaser from pursuing the necessary applications for re-zoning as set forth above.

This letter may be relied on by the Plan & Zoning Commission for the City of Davenport to confirm Seller's authorization to allow Purchaser to apply for re-zoning, in accordance with the terms of the Purchase Agreement and this letter.

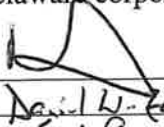
[Signature Pages to Follow]

Sincerely,

TELECOMMUNICATIONS SPRINGING, L.L.C.,
a Delaware limited liability company

By: Telecommunications Exchange Venture,
L.L.C., a Delaware limited liability
company, its manager

By: Inland Private Capital Corporation,
a Delaware corporation, its sole member

By: 
Name: Daniel W. Feltlorkel
Title: S.U.P.

Notarization:

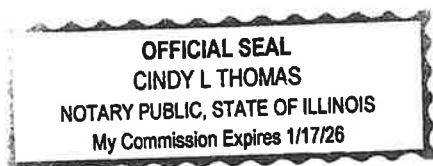
State of Illinois,
County of DuPage,

Sworn and subscribed before me
This 26th day of June, 2025.



Notary Public

My Commission Expires:



Agreed to by Purchaser:

CORAM DEO ACADEMY, an Iowa nonprofit
corporation

By: _____
Name: _____
Title: _____

Sincerely,

TELECOMMUNICATIONS SPRINGING, L.L.C.,
a Delaware limited liability company

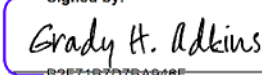
By: Telecommunications Exchange Venture,
L.L.C., a Delaware limited liability
company, its manager

By: Inland Private Capital Corporation,
a Delaware corporation, its sole member

By: _____
Name: _____
Title: _____

Agreed to by Purchaser:

CORAM DEO ACADEMY, an Iowa nonprofit
corporation

Signed by:
By: 
Name: Grady H. Adkins
Title: Head of School



To: Mayor Mike Matson
Davenport Planning and Zoning Commission

Regarding:
Rezoning of the AT&T Call Center
5348 Elmore Circle, Davenport, IA 52807

My name is Dr. Grady Adkins, and I am the Superintendent of Coram Deo Academy, a K-12 private school in Davenport, IA. We are a young school, just 5 years old, but we are a growing school. We have maxed out our current location at Coram Deo Bible Church and desire to expand outside of our church building and impact the local community in a positive way. This is why we are currently under contract to purchase the old AT&T Call Center located at 5348 Elmore Circle.

Coram Deo Academy has families in attendance from 12 of the cities within our area to include Davenport, Bettendorf, LeClaire, Eldridge, Walcott, DeWitt, Princeton, Long Grove, Pleasant Valley, East Moline, Coal valley, and Geneseo. The AT&T property provides a strategic and central location to service families all across the Quad City Area. Not only is it central, but it is also located very close to the I-74 and 53rd St. corridor creating an excellent location with the best option for minimal impact on traffic that would otherwise have to travel across a city for school.

What I am most excited about is that Coram Deo Academy would bring life to an area where there has been no life for almost 5 years. We also provide an excellent option to repurpose the building that will bring business to Davenport from families that might not otherwise venture into Davenport. Life in a community is a good thing and is what every city desires, and supports the comprehensive plan. Coram Deo Academy brings life with it.

I would ask that this commission and Mayor Matson put all politics and religion aside and grant rezoning for educational purposes and the good of the city. During the first P&Z Commission meeting the commission asked a question that was discriminatory in practice. The commission asked about the current property taxes of the AT&T call center.

This question has no bearing on whether a property should or should not be rezoned. In fact, it is quite discriminatory in two ways:

1. Discriminatory toward non-profit entities, to include private schools.
2. Discriminatory toward religious organizations, to include a Christian school.

Let me restate that property taxes have no bearing on the commission's rezoning decision and to do so is discriminatory in practice.

It is also noteworthy that the AT&T property is currently zoned appropriately for a church. Coram Deo is simply going through the rezoning process at the request of the city.

Coram Deo Bible Church has been a good member of Davenport for 20 years. Our history proves this. Coram Deo Academy is an extension of the church and will prove to be the same – a good member of Davenport that brings life to a dead property.

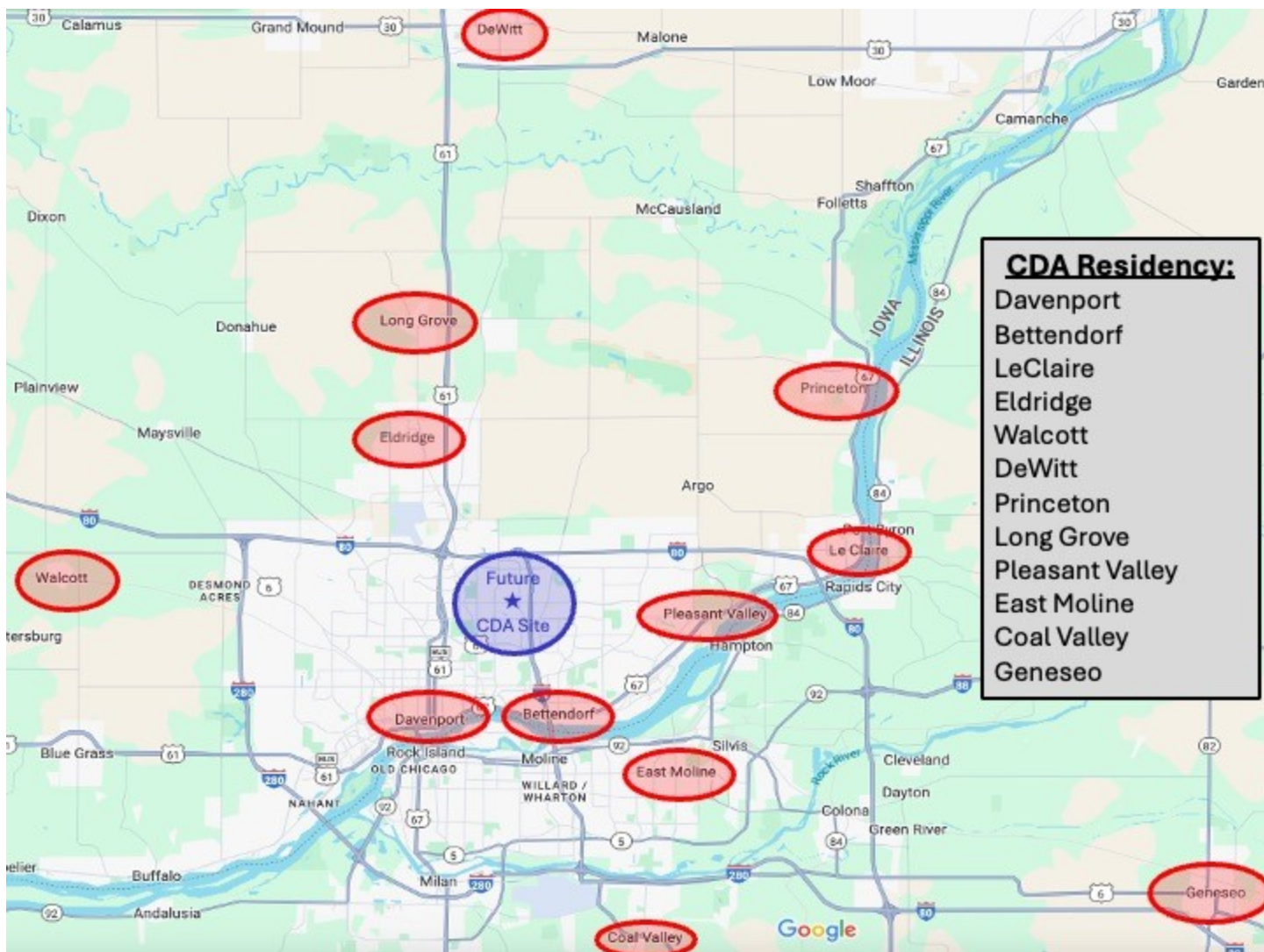
Thank you,

Dr. Grady Adkins, EdD | Executive Pastor & Superintendent

[CORAM DEO BIBLE CHURCH](#) | [CORAM DEO ACADEMY](#)

3800 E. 53rd Street | Davenport, IA 52807 | (563) 359-5333

In the presence of God | Under the authority of God | For the glory of God



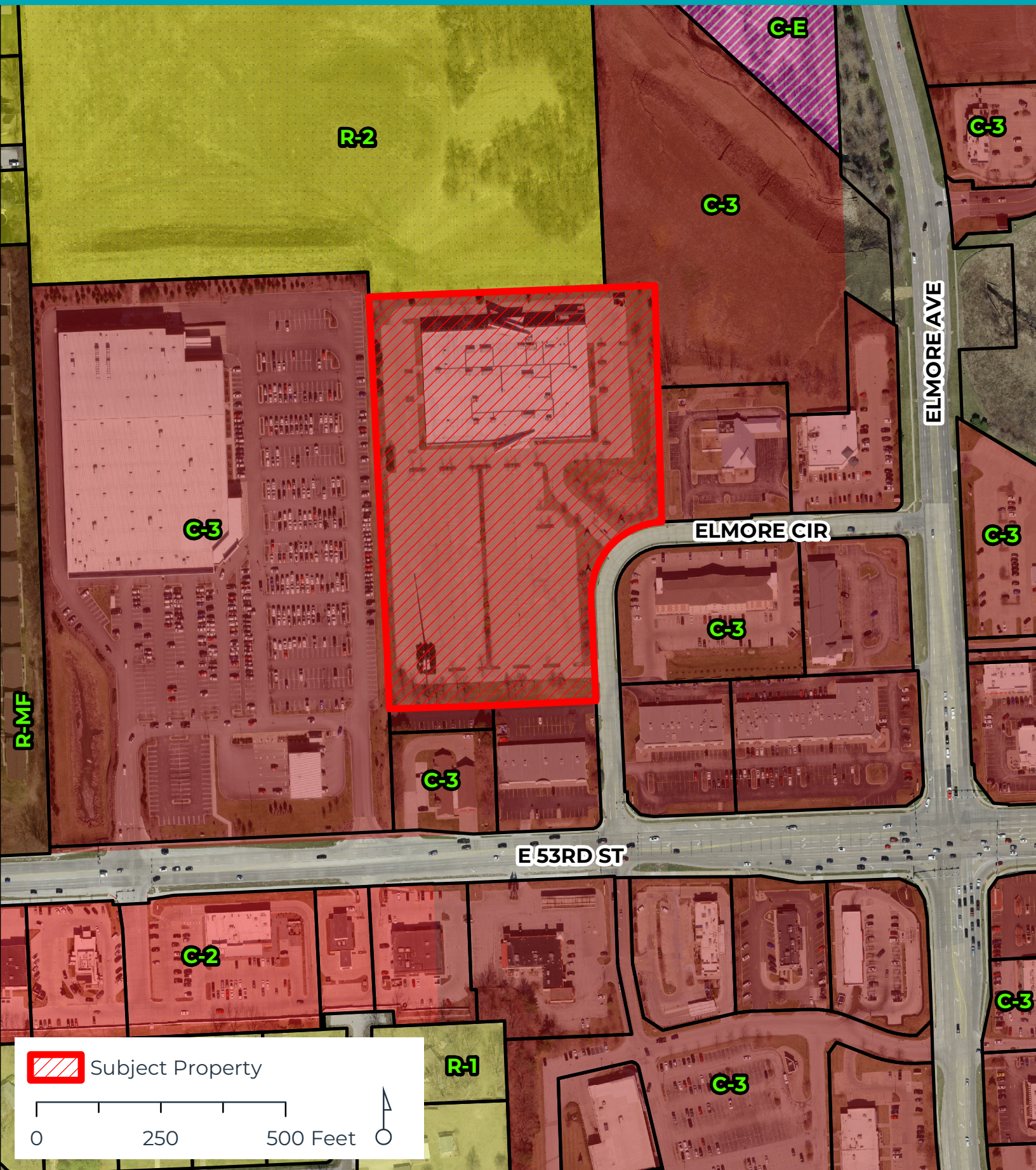
Vicinity Map | Case REZ25-04

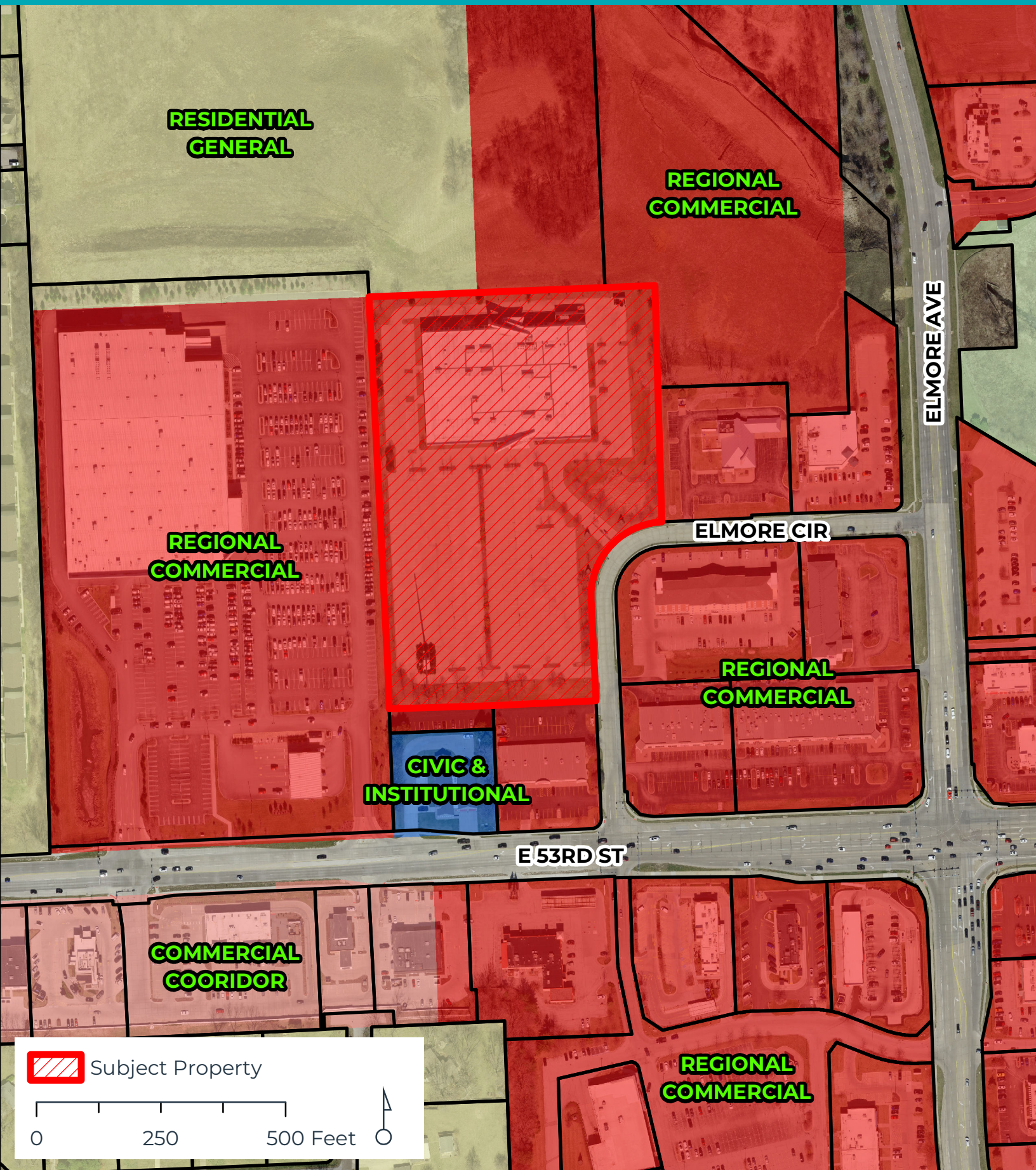
Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]



Zoning Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]







Registered Daycare & School Map | Case REZ25-04

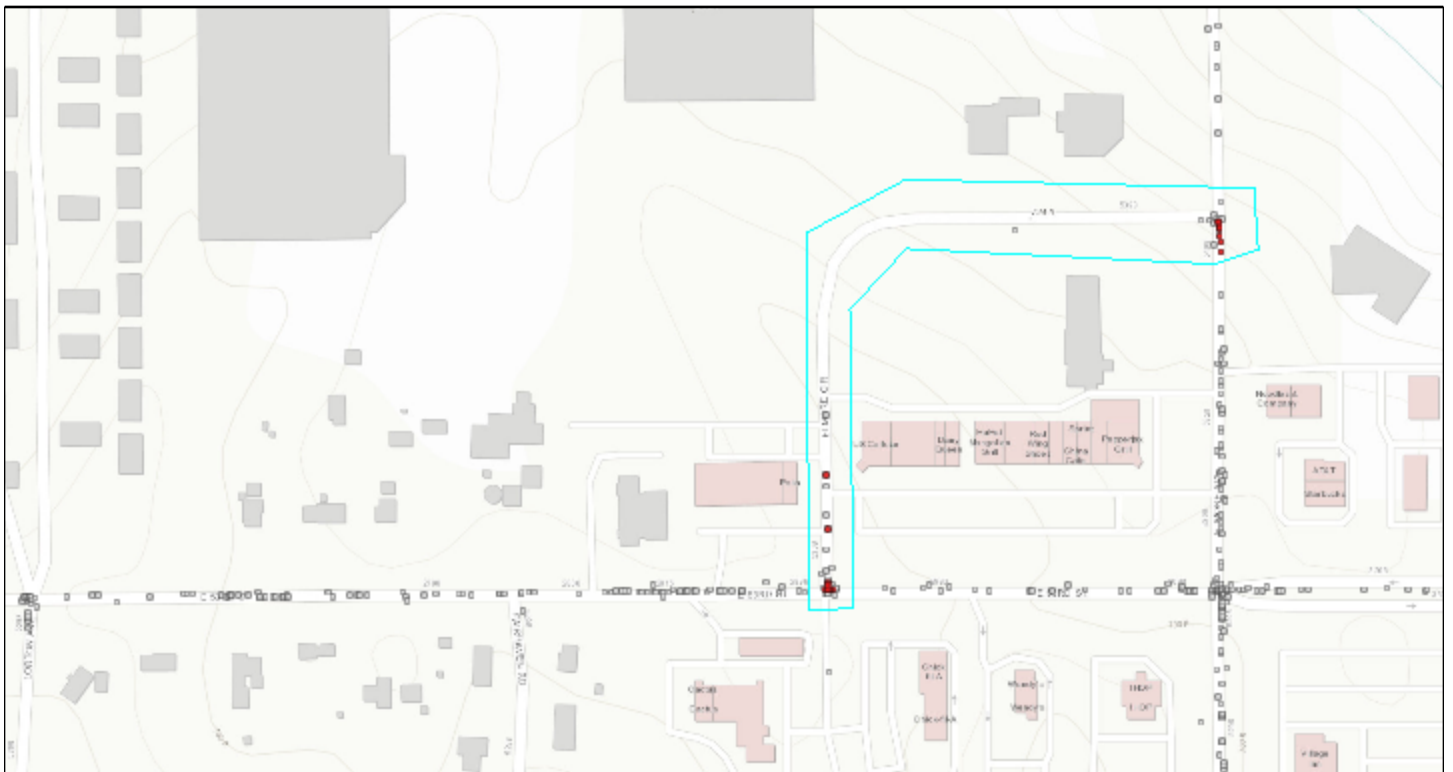
Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]





Injury Status Summary	30
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	7
Possible (complaint of pain/injury)	10
Uninjured	0
Unknown	1
Not Reported	12

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.43
Major Injuries/Crash:	0.00
Minor Injuries/Crash:	0.18
Possible/Unknown Injuries/Crash:	0.25





Iowa Crash Analysis Tool
Quick Report
2020-2025

Major Cause		40
Animal	0 Ran traffic signal	2
Ran stop sign	0 Failed to yield to emergency vehicle	0
FTYROW: At uncontrolled intersection	0 FTYROW: Making right turn on red signal	1
FTYROW: From stop sign	1 FTYROW: From yield sign	0
FTYROW: Making left turn	9 FTYROW: From driveway	0
FTYROW: From parked position	0 FTYROW: To pedestrian	0
FTYROW: Other	3 Drove around RR grade crossing gates	0
Disregarded RR Signal	0 Crossed centerline (undivided)	0
Crossed median (divided)	0 Traveling wrong way or on wrong side of road	0
Aggressive driving/road rage	1 Driving too fast for conditions	1
Exceeded authorized speed	0 Improper or erratic lane changing	1
Operating vehicle in an reckless/erratic/care...	0 Followed too close	6
Passing: On wrong side	0 Passing: Where prohibited by signs/markings	0
Passing: With insufficient distance/inadequa...	0 Passing: Through/around barrier	0
Passing: Other passing	0 Made improper turn	3
Driver Distraction: Manual operation of an e...	0 Driver Distraction: Talking on a hand-held d...	0
Driver Distraction: Talking on a hands free ...	0 Driver Distraction: Adjusting devices (radio...	0
Driver Distraction: Other electronic device ...	1 Driver Distraction: Passenger	0
Driver Distraction: Unrestrained animal	0 Driver Distraction: Reaching for object(s)/f...	0
Driver Distraction: Inattentive/lost in thou...	0 Driver Distraction: Other interior distracti...	1
Driver Distraction: Exterior distraction	0 Ran off road - right	0
Ran off road - straight	0 Ran off road - left	0
Lost control	1 Swerving/Evasive Action	0
Over correcting/over steering	0 Failed to keep in proper lane	0
Failure to signal intentions	0 Traveling on prohibited traffic way	0
Vehicle stopped on railroad tracks	0 Other: Vision obstructed	0
Other: Improper operation	0 Other: Disregarded warning sign	0
Other: Disregarded signs/road markings	0 Other: Illegal off-road driving	0
Downhill runaway	0 Separation of units	0
Towing improperly	0 Cargo/equipment loss or shift	0
Equipment failure	0 Oversized load/vehicle	0
Other: Getting off/out of vehicle	0 Failure to dim lights/have lights on	0
Improper backing	0 Improper starting	0
Illegally parked/unattended	0 Driving less than the posted speed limit	0
Operator inexperience	0 Other	2
Unknown	6 Not reported	0
Other: No improper action	1	



**Iowa Crash Analysis Tool
Quick Report
2020-2025**

Time of Day/Day of Week														
Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reported	Total
Sunday	0	0	0	0	1	0	1	0	1	2	0	1	0	6
Monday	0	0	0	0	0	0	1	1	0	2	0	0	0	4
Tuesday	0	0	0	0	0	0	0	1	2	0	1	1	0	5
Wednesday	0	0	0	0	1	1	0	2	1	0	0	0	0	5
Thursday	0	0	0	0	0	1	0	1	1	1	1	0	0	5
Friday	0	0	0	0	0	3	0	2	2	0	1	0	0	8
Saturday	0	0	0	0	0	1	2	0	1	2	1	0	0	7
Total	0	0	0	0	2	6	4	7	8	7	4	2	0	40

Manner of Crash Collision	40	Surface Conditions	40
Non-collision (single vehicle)	2	Dry	33
Head-on (front to front)	1	Wet	6
Rear-end (front to rear)	10	Ice/frost	0
Angle (oncoming left turn)	7	Snow	1
Broadside (front to side)	12	Slush	0
Sideswipe (same direction)	5	Mud/dirt	0
Sideswipe (opposite direction)	0	Water (standing or moving)	0
Rear to rear	1	Sand	0
Rear to side	0	Oil	0
Not reported	0	Gravel	0
Other	2	Not reported	0
Unknown	0	Other	0
		Unknown	0

Fixed Object Struck	78
Bridge overhead structure	0
Bridge/bridge rail parapet	0
Ditch	0
Ground	0
Guardrail - face	0
Concrete traffic barrier (median or right sid...	0
Cable barrier	0
Utility pole/light support	0
Traffic signal support	0
Fire hydrant	0
Tree	0
Snow bank	0
Wall	0
Other fixed object	0
Bridge pier or support	0
Curb/island/raised median	0
Embankment	0
Culvert/pipe opening	0
Guardrail - end	0
Other traffic barrier	0
Impact attenuator/crash cushion	0
Traffic sign support	1
Other post/pole/support	0
Mailbox	0
Landscape/shrubbery	0
Fence	0
Building	0
None (no fixed object struck)	77



Iowa Crash Analysis Tool
Quick Report
2020-2025

Driver Age/Driver Gender					
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	Total
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	0	0	0	0
= 16	0	3	0	0	3
= 17	1	2	0	0	3
= 18	4	2	0	0	6
= 19	1	0	0	0	1
= 20	1	0	0	0	1
>= 21 and <= 24	5	6	0	0	11
>= 25 and <= 29	3	7	0	0	10
>= 30 and <= 34	1	4	0	0	5
>= 35 and <= 39	1	2	0	0	3
>= 40 and <= 44	1	4	0	0	5
>= 45 and <= 49	3	4	0	0	7
>= 50 and <= 54	4	0	0	0	4
>= 55 and <= 59	1	0	0	0	1
>= 60 and <= 64	2	3	0	0	5
>= 65 and <= 69	1	1	0	0	2
>= 70 and <= 74	2	0	0	0	2
>= 75 and <= 79	0	2	0	0	2
>= 80 and <= 84	0	2	0	0	2
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	0	0	0	0	0
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	5	0	5
Total	31	42	5	0	78

Alcohol Test Given	78
None	61
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	17

Drug Test Given	78
None	61
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	17

Drug Test Result	78
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	78
Other	0

Drug/Alcohol Related	40
Drug	0
Alcohol (< Statutory)	0
Alcohol (Statutory)	0
Drug and Alcohol (< Statutory)	0
Drug and Alcohol (Statutory)	0
Refused	0
Under Influence of Alcohol/Drugs/Medications	1
None Indicated	39

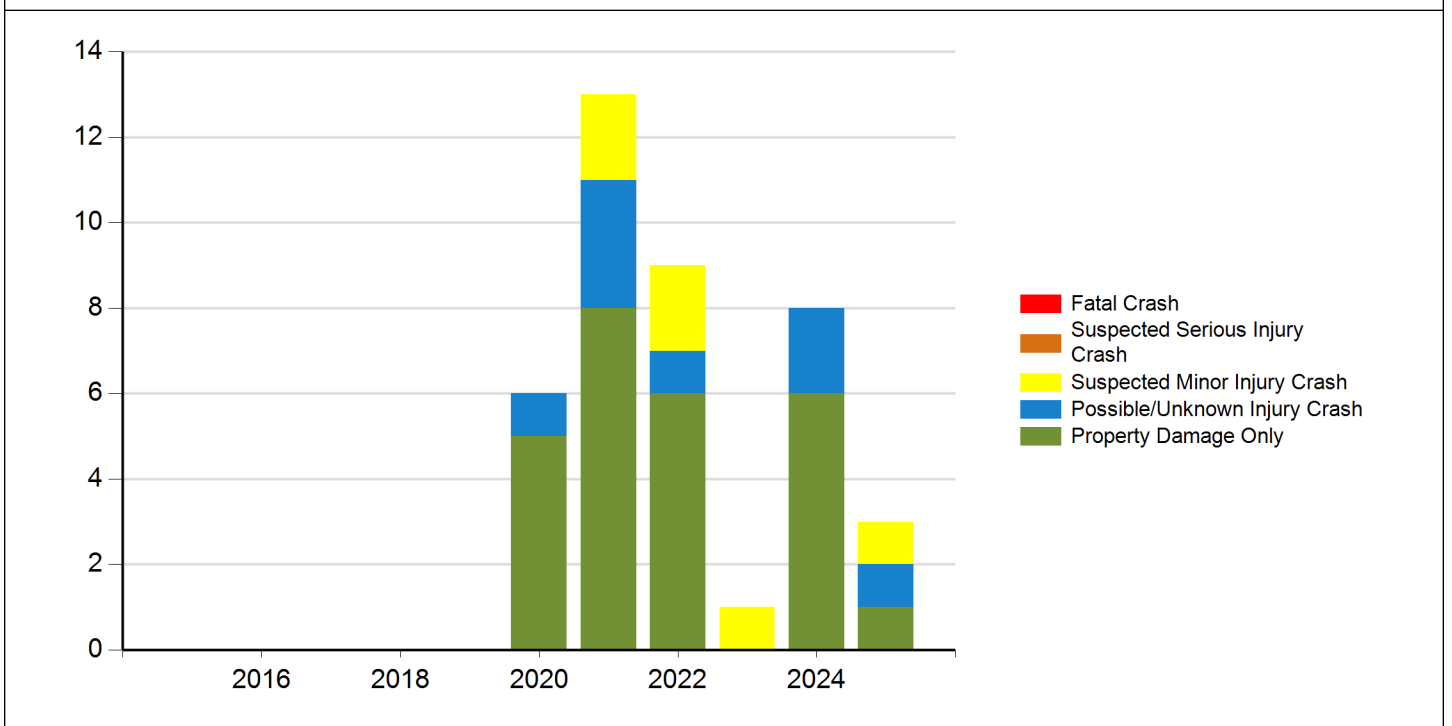


Iowa Crash Analysis Tool
Quick Report
2020-2025

Crash Severity - Annual

Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	Total
2015	0	0	0	0	0	0
2016	0	0	0	0	0	0
2017	0	0	0	0	0	0
2018	0	0	0	0	0	0
2019	0	0	0	0	0	0
2020	0	0	0	1	5	6
2021	0	0	2	3	8	13
2022	0	0	2	1	6	9
2023	0	0	1	0	0	1
2024	0	0	0	2	6	8
2025	0	0	1	1	1	3
Total	0	0	6	8	26	40

Severity/Year



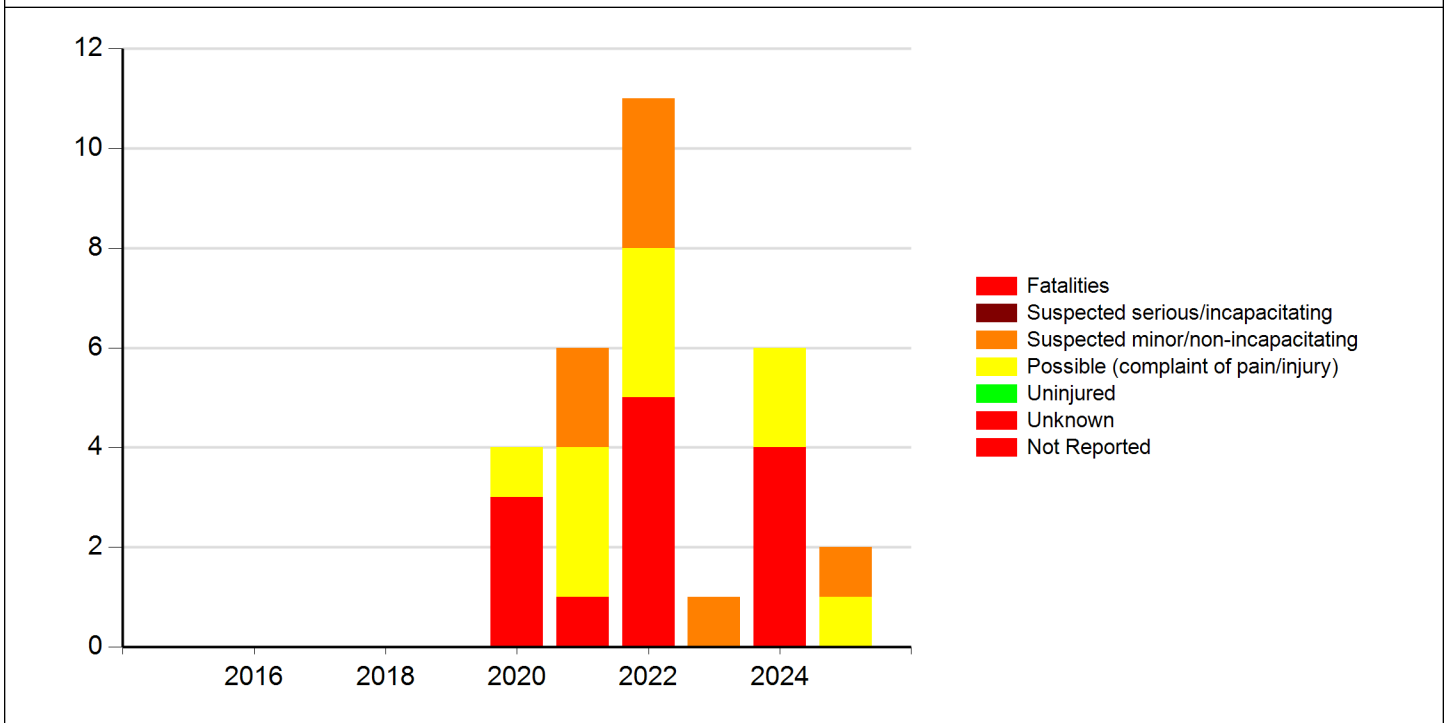


Iowa Crash Analysis Tool
Quick Report
2020-2025

Injury Status - Annual

Crash Year	Fatalities	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Uninjured	Unknown	Not Reported	Total
2015	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0
2020	0	0	0	1	0	0	3	4
2021	0	0	2	3	0	1	0	6
2022	0	0	3	3	0	0	5	11
2023	0	0	1	0	0	0	0	1
2024	0	0	0	2	0	0	4	6
2025	0	0	1	1	0	0	0	2
Total	0	0	7	10	0	1	12	30

Injury Status/Year





Iowa Crash Analysis Tool
Quick Report
2020-2025

Meeting the following criteria

Jurisdiction: Statewide
Year: 2020, 2021, 2022, 2023, 2024, 2025
Map Selection: Yes
Filter: None

Analyst Information



PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

To: All property owners within 500 feet of the subject property located at 5348 Elmore Circle.

Committee of the Whole Public Hearing Meeting

Date: 8/20/2025

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 Rezoning Request. The subject property is currently zoned C-3 General Commercial District. The request is to rezone the property to IC Institutional Campus District. The purpose is to redevelop the former AT&T Call Center Building into an educational facility for Coram Deo Academy.

Request/Case Description

Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

Plan and Zoning Commission Recommendation:

At its August 5, 2025 meeting, the Plan and Zoning Commission recommended Case REZ25-04 be forwarded to the City Council with a recommendation for approval subject to the listed findings.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The zoning map amendment and submitted land use plan are compatible with the established commercial character of the area.
4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

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

The public hearing on the above matter is scheduled for 5:30pm or as soon thereafter on Wednesday, August 20, 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.

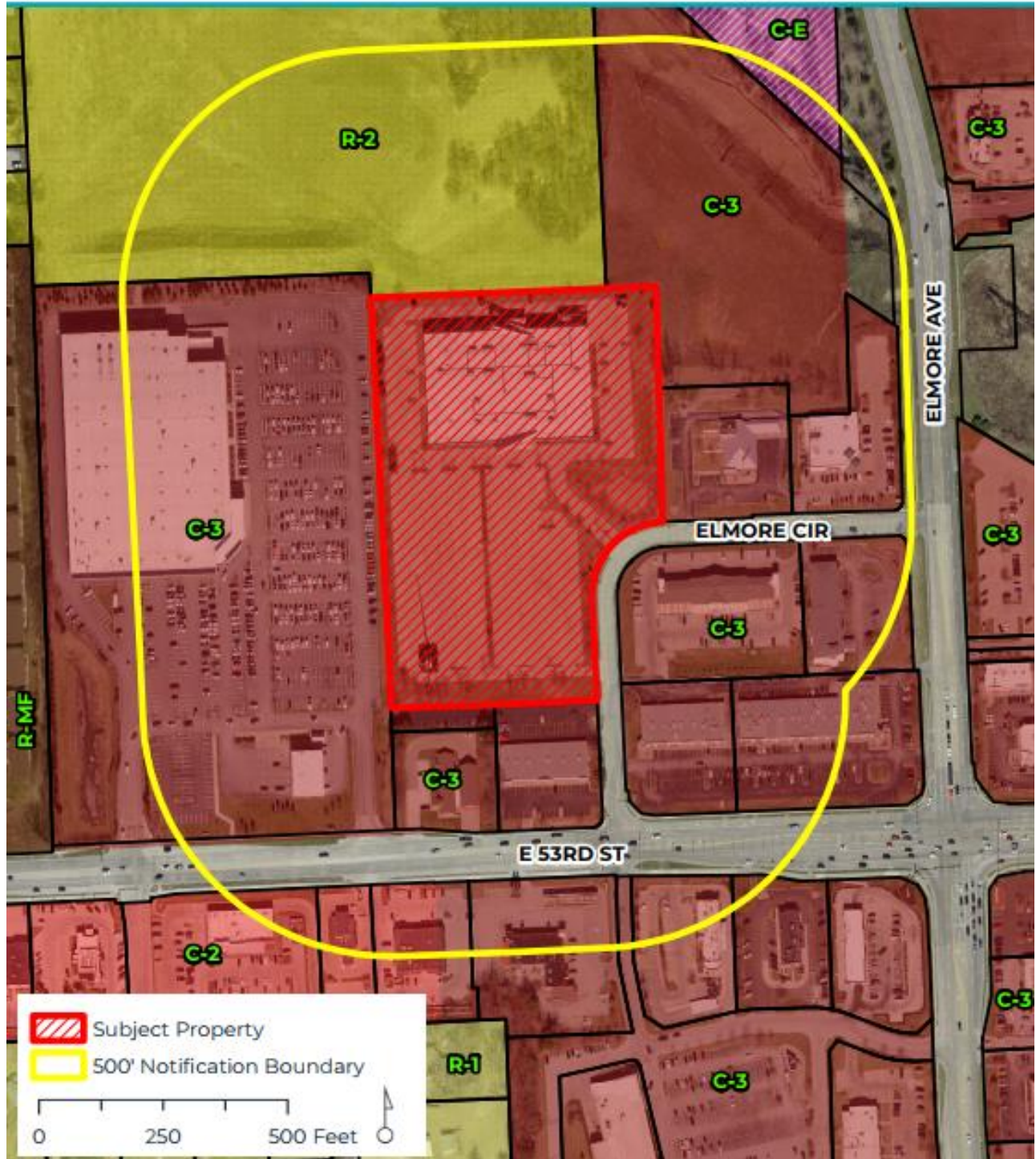
All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

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



Public Notice Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]





PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 500 feet of the subject property located at 5348 Elmore Circle.

Plan & Zoning Commission Public Hearing Meeting

Date: 7/15/2025

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 Rezoning Request. The subject property is currently zoned C-3 General Commercial District. The request is to rezone the property to IC Institutional Campus District. The purpose is to redevelop the former AT&T Call Center Building into an educational facility for Coram Deo Academy.

Request/Case Description

Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

What are the Next Steps after the Public Hearing?

The Plan and Zoning Commission will hold a formal public hearing at their meeting on July 15, 2025. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on August 5, 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. For the specific dates and times of subsequent meetings, please contact planning@davenportiowa.com.

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?

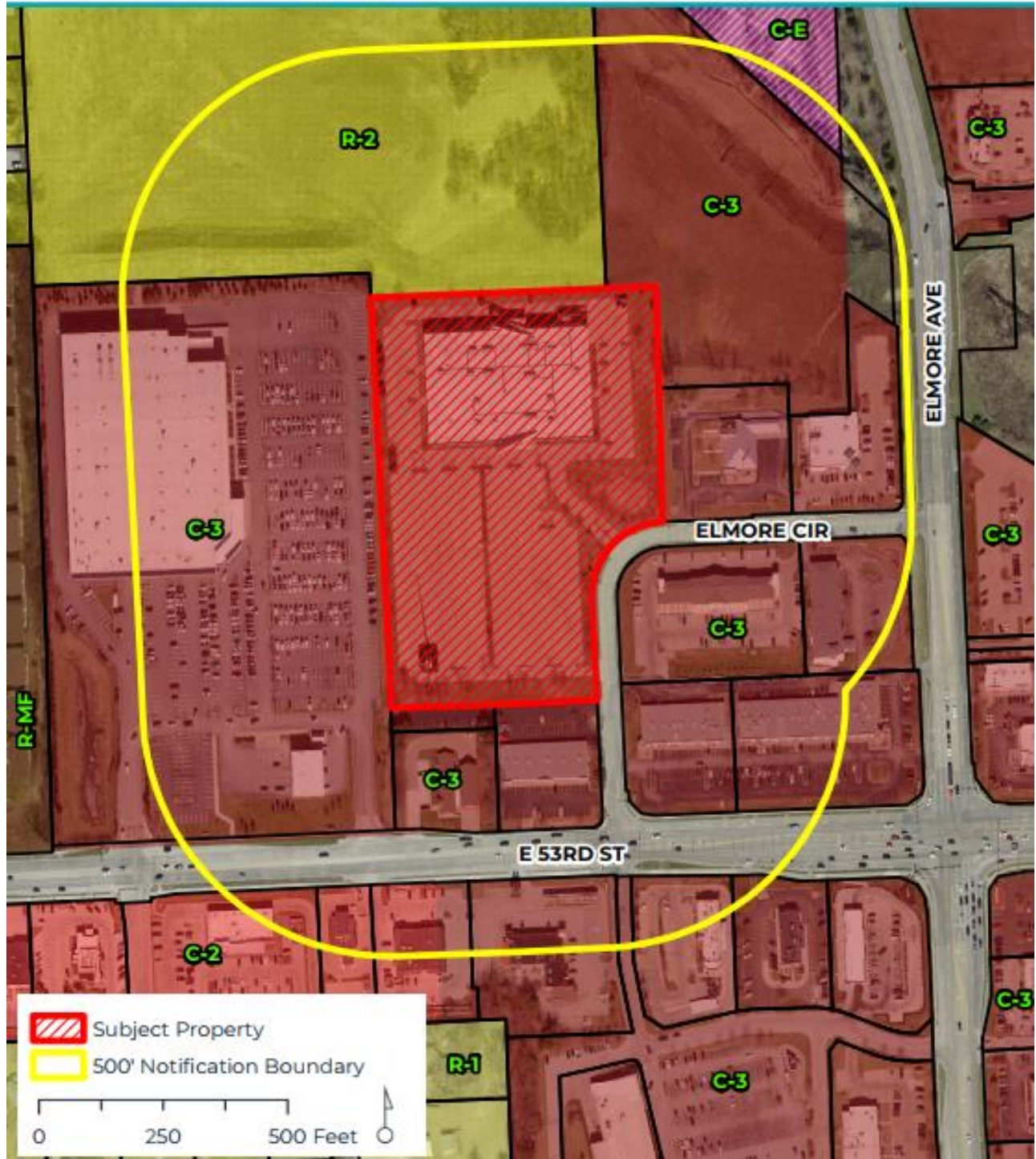
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: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



Public Notice Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]



Davenport Plan and Zoning Commission

July 15, 2025

RE: Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle

Our Family owns the VTS Farm Parcel A LLC, which is within 500 feet of the proposed rezoning property. While we understand and support that the former AT&T Call Center Building be repurposed, we are opposed to this rezoning request. This rezoning could have adverse effects on our property for future sale and development due to the City of Davenport's 600-foot separation between establishments selling liquor and schools or child care facilities.

Our Family has worked with the Plan and Zoning Commission and the City Council for many years on various development projects along the 53rd Street and Elmore Corridor. We would like to engage in finding a potential solution. We are aware that there is a waiver process and one of the factors that could be taken into consideration is Pheasant Creek as it would provide a geographical buffer. However, we would propose that our property be exempt from this 600-foot restriction and that it be legally written and agreed to by Coram Deo Academy and the City of Davenport.

We will be attending the Public Hearing Meeting on July 15, 2025 to address any questions you might have.

Sincerely,

Carolyn Webber
Marilyn Schreiber
Operating Managers for VTS Farm Parcel A

Werderitch, Matt

From: Dr. Ryan Lee [REDACTED]
Sent: Thursday, July 31, 2025 8:06 AM
To: Berkley, Laura; Werderitch, Matt
Subject: [EXT] Coram Deo Academy

Categories: Green Category

ATTENTION: This is an external email.

Dear Ms. Berkley and Mr. Werderitch,

I'm writing to express my strong support for the rezoning of the former AT&T Call Center located at 5348 Elmore Circle for use by Coram Deo Academy.

As a member of this community and someone familiar with the positive influence of Coram Deo Bible Church and its affiliated school, I can confidently say that Coram Deo Academy would be a tremendous asset to the city of Davenport. The school has experienced steady growth over the past five years and now seeks a facility that can accommodate its expanding student body. This location provides an ideal solution — not only because of its accessibility, but because it restores valuable use to a property that has stood idle for years.

From a city planning perspective, this proposal offers a practical and purposeful reuse of a large facility that would otherwise require significant investment just to attract a potential buyer. Coram Deo Academy brings with it a clear vision and the means to carry it out — resulting in consistent activity, educational opportunity, and increased community engagement. Families from across the Quad Cities already attend the school and will now be more connected to Davenport through their daily presence and patronage of local businesses.

Concerns regarding traffic or property tax status should be weighed against the long-term benefits: a thriving, mission-driven school offers greater community return than an empty or speculative commercial property. It would be short-sighted to let a space like this go underused when a positive, prepared solution is ready to move forward.

I respectfully encourage the Commission and the City of Davenport to approve this rezoning request. Doing so would not only support education and families in our region, but would also reflect a forward-thinking approach to city revitalization and resource stewardship.

Sincerely,

Dr. Ryan Lee

Spring Park Oral and Maxillofacial Surgeons, PC, Davenport, IA

Coram Deo Bible Church Member

Father of two children attending Coram Deo Academy

July 31, 2025

Mayor Mike Matson
Davenport Planning and Zoning Commission

Regarding:

Rezoning of the AT&T Call Center
5348 Elmore Circle, Davenport, IA 52807

My name is Tim Millage and I am a lifelong resident of the Quad Cities. I am writing to express my sincere appreciation for your continued service and dedication to the thoughtful planning and development of our city. Your time, energy, and commitment do not go unnoticed, and I am grateful for your role in shaping our community's future.

I would also like to voice my strong support for the proposed rezoning of the AT&T building for Coram Deo Academy. This project represents a unique and timely opportunity to revitalize an underutilized space with a significant private investment—more than \$10 million—by a business ready to repurpose the building and bring it back to life.

While I understand that some concerns have been raised regarding this rezoning, I believe they can be reasonably addressed and there are many positives for granting this request.

- **Coram Deo Academy will be a tremendous neighbor.** The Academy is an extension of Coram Deo Bible Church, who has demonstrated over the past 20-years to be a growing, positive member of the Davenport and greater Quad Cities region. The Academy carries the tradition of excellence towards the community and will be a welcome neighbor, just like the church.
- **The repurposing of this space is the best and highest use.** This property is a step off main thoroughfares of 53rd Street and Elmore but does not directly connect to either. It is in the main part of town, however sitting right behind prime properties. The property includes a large deteriorating building on minimally maintained property that has been empty for years. I understand the city has a vision for that corridor, and repurposing this property should be seen as a positive step towards realizing the vision by revitalizing a large, existing, deteriorating facility and bringing life to a location that has been dormant for years.
- **Local buyers with a positive 20-year history in the community willing to spend +\$10 million on a revitalization project are exceptionally rare.** While some may feel this redevelopment is not fully in line with the city's long-term vision, I would respectfully remind the Commission that opportunities of this scale are rare. There are few businesses ready and willing to invest \$10+ million into existing infrastructure. With the Academy, not only do you have a willing buyer, but the buyer has a long history of being a positive community member. Supporting this rezoning is a practical step that moves us toward economic growth and adaptive reuse of available resources—key components of any vibrant city vision.

- **Traffic will increase if the city desires development.** The building currently includes over 500 parking spaces. Increased traffic should not be considered a new or unmanageable issue. Any reoccupation of the property—regardless of the rezoning request—will naturally bring additional traffic. If the city’s goal is to see this site actively used, increased activity is an expected and positive indicator of growth.

I serve as a chief financial officer for a media company headquartered in Davenport. We have real estate all over the county in prime locations in mid-sized communities, like Davenport, and in a few instances, we are looking to sell property. In my experience, unique properties, like the AT&T building, take a long time to sell – oftentimes years to market and years to close, if you find the right buyer.

As an example, last week the company I work for closed on a property in Greensboro, NC that was listed in 2017 and have actively marketed ever since. This property was a major strain on the community for years. I have had similar experience with properties in the heart of downtown Billings, MT, St Louis, MO, Buffalo, NY, Orangeburg, SC and others with many of them still on the market today. Buyers of these properties are rare, and good buyers that have long standing relationships with the community are exceptionally rare. I believe the city has found an exceptionally rare buyer for the AT&T building in Coram Deo Academy.

I urge you to consider the long-term value this project can bring to our community. As a business that has proudly operated in this city for over 20 years, we have consistently demonstrated our commitment to being a respectful and responsible neighbor. We have built strong relationships within the community, contributed to the local economy, and upheld the values that make this city a desirable place to live and work. This rezoning proposal is a continuation of that commitment. It represents not just an investment in a building, but an investment in the city’s future—a future that honors its past while embracing new opportunities. We respectfully ask for your support in making this next chapter possible.

Respectfully,

Tim Millage

Chief Financial Officer **LEE ENTERPRISES**

4600 E 53rd Street Davenport, IA, 52807

Werderitch, Matt

From: David Nelson [REDACTED]
Sent: Wednesday, July 30, 2025 5:24 PM
To: Berkley, Laura; Werderitch, Matt
Subject: [EXT] Support for Coram Deo Academy Re-zoning

Categories: Green Category

ATTENTION: This is an external email.

Laura & Matt -

As a parent and resident of Le Claire, I'm writing in full support of Coram Deo Academy's proposed rezoning at 5348 Elmore Circle. I believe this project is an economic and civic win for Davenport.

The CDA vehicle traffic of only ~200 vehicles even at full capacity is a drop in the bucket compared to the ~40,000 daily average on 53rd Street. Yet, the families behind those cars are consistent patrons who stop for gas, lunch and retail shopping—five days a week, twice a day. That's a quiet but reliable economic activity for nearby businesses in the corridor.

With respect to Elmore Circle specifically, it is virtually empty at the morning drop off times, as most all immediately adjacent businesses do not open until after 9am. Pickup time falls during the dining lull between lunch and dinner and is also a relatively quiet time on Elmore Circle.

As you are aware, in today's climate, few are interested in taking on a multi-million dollar project and all that it entails. Abandoned retail and office space is abound, and this initiative is the most realistic option to breathe new life into this parcel to maintain and build upon efforts that support the broader comprehensive plan.

Approving this is not just about education—it's about revitalization, smart land reuse, and community growth. Please support the rezoning. Davenport stands to gain far more than it gives up.

Thanks for reading.

Sincerely,
David Nelson
Le Claire, IA

Werderitch, Matt

From: Palmer, Ben [REDACTED]
Sent: Wednesday, July 30, 2025 4:27 PM
To: Berkley, Laura; Werderitch, Matt
Subject: [EXT] Support for Rezoning – 5348 Elmore Circle

Categories: Green Category

ATTENTION: This is an external email.

Dear Laura and Matt,

I'm writing to express my strong support for the rezoning of the former AT&T Call Center at 5348 Elmore Circle to allow Coram Deo Academy (CDA) to relocate and expand its educational mission.

CDA has a proven track record of contributing positively to the community and would bring renewed vitality to a property that has sat idle for years. The location is ideal—central to the Quad Cities and well-positioned near major corridors, minimizing traffic impact.

Beyond its educational value for our future professionals, this project represents a significant economic opportunity. The building requires an estimated \$6–10 million in improvements—investment that will stimulate local construction, services, and long-term economic activity in Davenport.

This is a timely opportunity to repurpose a large, underutilized facility in a way that benefits families, supports local business, and aligns with the city's long-term development goals. I encourage you to approve the rezoning request and help bring new life to this part of Davenport. Thank you for your time and consideration in this matter.



Ben Palmer

Vice President Procurement and Logistics | Tri-City Group

6225 N Brady St Davenport, IA 52806
www.tricitygroup.com



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Letter of Support for Rezoning 5348 Elmore Circle

To Mayor Mike Matson and the Planning and Zoning Committee

Dear Mayor Matson and Members of the Planning and Zoning Committee,

I am writing as a dedicated member of the Davenport business community, the owner of several commercial properties—including Total Solutions, Inc. and Fred's Towing—and, most personally, as a parent of two students at Coram Deo Academy. My wife is also a committed teacher at CDA, giving our family a deep and daily investment in the school's mission and success.

The benefits of allowing Coram Deo Academy to establish itself at 5348 Elmore Circle are significant. Students will come from all over the Quad Cities, ensuring that this site continues to provide access and opportunity for Davenport residents while serving the broader region. Increased activity in the area will benefit neighboring businesses, as families dropping off and picking up students will likely support local shops and services. This renewed energy will help revitalize a part of town that has, in recent times, faced challenges such as squatters occupying the parking lot.

Supporting educational initiatives like Coram Deo Academy not only enriches our community, but also stimulates growth and vibrancy throughout the surrounding area. An institution devoted to high-quality education attracts families, generates jobs, and fosters a sense of civic pride, while making the most of Davenport's existing resources.

This proposed rezoning reflects my vision for a dynamic and forward-thinking Davenport. I am confident that Coram Deo Academy will continue to serve as a valuable asset to our city, offering exceptional educational opportunities and strengthening our neighborhoods. As both a business owner and a parent, I have seen firsthand the positive economic and social impact that a thriving school can bring to a community.

I respectfully urge you to approve the rezoning of 5348 Elmore Circle in support of Coram Deo Academy's mission and our shared vision for a thriving Davenport.

Thank you for your time and for your dedication to the future of our community.

Sincerely,

Aaron Tennant

Owner, Total Solutions, Inc. & Fred's Towing

Parent of CDA students

Spouse of a CDA teacher

Davenport, IA

Werderitch, Matt

From: Jeremy Tatman [REDACTED]
Sent: Monday, August 4, 2025 12:16 PM
To: Berkley, Laura; Werderitch, Matt
Cc: Grady Adkins
Subject: [EXT] Coram Deo Academy

ATTENTION: This is an external email.

To Whom It may Concern,

My name is Jeremy Tatman. I own the Chick-fil-A on 53rd and Elmore. I hoped to be at the rezoning commission meeting tomorrow, but I will be out of town and will not arrive in time.

I still wanted to share my thoughts, specifically around traffic. Having been at this location for over 17 years and gone through the last street repairs in front of my business, I wanted to share that I do not have any concerns for additional traffic caused by the school. The time school starts may even bring additional business to me and other businesses in the area. Similarly, the time school ends is before the normal traffic increase we see around 4pm. I do not have any concerns that the school will make our busy intersection worse. I have driven through the lot a few times and feel very comfortable with the additional traffic.

Additionally, I think the school will add to our Davenport community! This building has been empty for the last 5 years. I would love to see another great organization bringing life and traffic to the area.

Thanks for considering and please let me know if you have any questions. I can be reached anytime at 832-640-7642.

Jeremy Tatman

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Adult Use																S	S					Sec. 17.08.030.A	
Agriculture																			P				
Amusement Facility - Indoor									P	P	P		P	P	P	P		P					
Amusement Facility - Outdoor										S	S				S	P		S					
Animal Care Facility - Large Animal																			P				
Animal Care Facility - Small Animal							S	S	P	P	P		S	S	P	P		P	P			Sec. 17.08.030.B	
Animal Breeder																			P			Sec. 17.08.030.B	
Art Gallery							P	P	P	P	P		P	P	P			P					
Arts and Fitness Studio							P	P	P	P	P		P	P	P			P					
Bar									P	P	P		P	P	P			P					
Bar – Neighborhood								P														Sec. 17.08.030.C	
Bed and Breakfast	S	S	S	S	S		S												P			Sec. 17.08.030.D	
Billboard									P	P							P	P				Sec. 17.08.030.E	
Body Modification Establishment								P	P	P	P		P		P			P					
Broadcasting Facility TV/Radio								P	P	P		P	P	P	P	P	P	P			P		
Campground																			S	P		Sec. 17.08.030.F	
Car Wash									P	P					S			P				Sec. 17.08.030.G	
Casino															P								
Cemetery																				P			
Children’s Home					P				P	P					P			S			P	Sec. 17.08.030.H	
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Community Center	P	P	P	P	P		P	P	P	P	P		P	P	P			P	P	P	P		
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	Sec. 17.08.030.I	
Conservation Area																			P	P			
Country Club																				P			
Cultural Facility							P	P	P	P	P		P	P	P			P		P	P		
Day Care Center					P		P	P	P	P	P	P	P	P	P	S		P			P	Sec. 17.08.030.J	
Day Care Home	P	P	P	P	P														P			Sec. 17.08.030.J	
Drive-Through Facility									P	P	S		S		P	P	P					Sec. 17.08.030.K	
Drug/Alcohol Treatment Facility, Residential									S	S					S			S			S	Sec. 17.08.030.L	
Drug Treatment Clinic									S	S					S			S			S	Sec. 17.08.030.L	
Domestic Violence Shelter					P			P	P	P					P			P			P	Sec. 17.08.030.H	
Dwelling - Accessory Dwelling Unit	P	P	P	P																		Sec. 17.08.030.M	
Dwelling - Manufactured Home						P													S			Sec. 17.08.030.N	

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TABLE 17.08-1: USE MATRIX																							
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Dwelling - Multi-Family					P		P	P	P	P	S		P	P	P			P				Sec. 17.08.030.O	
Dwelling - Townhouse					P		P	P	P	P	S		P	P	P			P				Sec. 17.08.030.P	
Dwelling - Single-Family	P	P	P	P	P		P	P	P					P								Sec. 17.08.030.P	
Dwelling - Single-Family Semi-detached		P	P	P	P		P	P	P		S			P								Sec. 17.08.030.P	
Dwelling - Two-Family (New Construction)			P	P	P		P	P	P		S			P								Sec. 17.08.030.P	
Dwelling - Two-Family (Conversion)					P		P	P	P					P								Sec. 17.08.030.P	
Educational Facility - Primary or Secondary	P	P	P	P	P																P		
Educational Facility - University or College										P	P	P	P		P						P		
Educational Facility - Vocational							S	S	S	P	P	P	P	S	P	P	P	P			P		
Equine Keeping/Equestrian Facility	P																		P			Sec. 17.08.030.Q	
Fairground																			S	S	P		
Financial Institution							P	P	P	P	P	P	P	P	P			P					
Financial Institution, Alternative									S	S					S			P				Sec. 17.08.030.R	
Food Bank																P	P	P					
Food Pantry									P	S					S			S					
Funeral Home							S	S	S	P					P			P					
Gas Station								S	P	P	S				P	P	P	P				Sec. 17.08.030.S	
Golf Course/Driving Range																				P			
Government Office/Facility							P	P	P	P	P	P	P	P	P	P	P	P		P	P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Greenhouse/Nursery - Retail										P					P			P	S				
Group Home	P	P	P	P	P																	Sec. 17.08.030.T	
Halfway House									S	S					S			S			S	Sec. 17.08.030.L	
Healthcare Institution																					P		
Heavy Rental and Service																P		P					
Heavy Retail										S					S	P		P					
Homeless Shelter									S	S					S			S			S	Sec. 17.08.030.L	
Hotel									P	P	P	P	P	S	P			P					
Industrial - General																	P						
Industrial - Light												P				P	P	P					
Industrial Design								P	P	P		P	P		P	P	P	P					
Live Performance Venue										P	P		P	P	P	P		P					

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TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Lodge/Meeting Hall	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P	P			Sec. 17.08.030.U	
Manufactured Home Park						P																	
Medical/Dental Office							P	P	P	P	P	P	P	P	P			P			P		
Micro-Brewery/Distillery/Winery									P	P	P		P	P	P	P		P					
Neighborhood Commercial Establishment		S	S	S	S																	Sec. 17.08.030.V	
Office							P	P	P	P	P	P	P	P	P	P	P	P			P		
Outdoor Dining							P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 17.08.030.W	
Parking Lot (Principal Use)								S	S	S	S	S	S	S	S	P	S	S			P	Chapter 17.10	
Parking Structure (Principal Use)								S	S	P	P	P	S	S	P			P			P	Chapter 17.10	
Personal Service Establishment							P	P	P	P	P	P	P	P	P	P		P			P		
Place of Worship	P	P	P	P	P		S	S	P	P	P		P	P	P	P			P		P		
Private Recreation Facility								P	P	P	P	P	P	P	P	P		P			P		
Public Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P		
Public Safety Facility					P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Public Works Facility												P					P	P	P	P		P	
Reception Facility	S	S	S	S			S	S	S	P	P		S	S	P			P	S			Sec. 17.08.030.X	
Recreational Vehicle (RV) Park																			S	S		Sec. 17.08.030.F	
Research and Development												P					P	P	P		P		
Residential Care Facility					P		P	P	P	P	P	P	P		P	P		P			P	Sec. 17.08.030.Y	
Restaurant								P	P	P	P	P	P	P	P	P	P	P		P	P		
Retail Goods Establishment							P	P	P	P	P	P	P	P	P	P	P	P			P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Retail Alcohol Sales									P	P	S		S		P	P							
Retail Sales of Fireworks																P	P					Sec. 17.08.030.Z	
Salvage Yard																	S						
Self-Storage Facility: Enclosed									S	S					P	P	P	P				Sec. 17.08.030.AA	
Self-Storage Facility: Outdoor																P	P	S				Sec. 17.08.030.AA	
Social Service Center									P	P					P			P			P		
Solar Farm												P				P	P		S		P	Sec. 17.08.030.BB	
Specialty Food Service								P	P	P	P		P	P	P	P		P					
Storage Yard - Outdoor																P	P					Sec. 17.08.030.CC	
Truck Stop																P	P						
Vehicle Dealership - Enclosed										P		S	P		P	S		P					
Vehicle Dealership - With Outdoor Storage/Display										S					S	S		P					

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TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Vehicle Operation Facility																P	P				P		
Vehicle Rental - Enclosed										P		S	P		P	S		P					
Vehicle Rental - With Outdoor Storage/Display										S					S	S		P					
Vehicle Repair/Service - Major										S						P	P	S				Sec. 17.08.030.DD	
Vehicle Repair/Service - Minor									P	P					P	P	P	S				Sec. 17.08.030.DD	
Warehouse																P	P						
Wholesale Establishment																P	P	S					
Wind Energy System								S	P	P	P		S			S	S		S		S	Sec. 17.08.030.EE	
Wine Bar								S	P	P	P		P	P	P			P					
Winery																			S				
Wireless Telecommunications	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.FF	
Wireless Telecommunications - Stealth Design Antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.FF	
Wireless Telecommunications - DAS Co-Location	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.FF	
Wireless Telecommunications - DAS New Pole	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.FF	
TEMPORARY USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Farmers' Market					T		T	T	T	T	T	T	T	T	T			T	T	T	T	Sec. 17.08.040.A	
Real Estate Project Sales Office/Model Unit	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T	T	T			T	Sec. 17.08.040.B	
Temporary Cell On Wheels (COW)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.C	
Temporary Contractor Office and Contractor Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.D	
Temporary Outdoor Entertainment	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T		T	T	T	T	Sec. 17.08.040.E	
Temporary Outdoor Sales (No Fireworks Stand)	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T		T	T		T	Sec. 17.08.040.F	
Temporary Outdoor Sales - Fireworks Stand Only																T	T					Sec. 17.08.040.G	
Temporary Outdoor Storage Container	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.H	

Spot Zoning

Spot zoning is when a rezoning decision results in a single parcel, or small island of property, with restrictions on its use different from those imposed on the surrounding property. Spot zoning can be valid if there is a reasonable basis to treat the spot-zoned property differently from the surrounding property. For example, a parcel or two designated as neighborhood commercial in a residential area is perfectly appropriate if it provides needed retail services to residents. However, zoning is not appropriate if it is for the financial benefit of an individual property owner but detrimental to the surrounding area. According to the Iowa courts, the factor of primary importance is whether the rezoned tract has a peculiar adaptability to the new classification as compared to the surrounding property. Spot zoning for the sole benefit of the landowner and contrary to the comprehensive plan is unreasonable.

The case for creating these “spot zones” is best made through the comprehensive planning process, where the community can explain the benefits that such differential treatment brings to the area.

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12. [Wards 3 & 5]

Recommendation:

Adopt the Resolution.

Background:

The Riverfront Quiet Zone project will construct approved railroad safety improvements throughout the riverfront corridor spanning between Mound Street and Marquette Street to create a quiet zone. Currently, the sounding of train horns is required by federal regulation at all public at-grade crossings (CFR 49 Part 222). This consists of two long blasts, one short blast and one long blast. This rule was created for safety purposes but is disruptive in urban settings due to the noise pollution it creates for nearby property owners. In recognizing that this impacts quality of life for individuals and businesses, the Federal Railroad Administration (FRA) established a process to allow communities to reduce noise pollution caused by the sounding of train horns at public at-grade crossings provided they meet specific safety requirements and measures. This process does not eliminate the use of train horns; it simply eliminates the requirement to sound the horn in advance of each crossing. If vehicles and/or pedestrians are near the crossing, the engineer is within their right and ability to sound the horn.

A quiet zone is established by improving the safety of each public at-grade railroad crossing within a proposed zone. A risk assessment identifies potential ways the safety of any given crossing may be improved. The FRA maintains a list of mitigation measures that are accepted across the country. In the end, the method(s) selected are site specific, depending on factors such as geometry and available space.

For the City of Davenport, these improvements consist of two main components at nine at-grade public crossings:

- Improvements within City-owned right-of-way, and
- Improvements within CPKC-owned right-of-way.

Improvements within CPKC-owned right-of-way will be performed by CPKC and/or their appointed contractor(s). These eight agreements ensure CPKC will be reimbursed for all work associated with the project. Improvements are scheduled to occur at eight at-grade public crossings (Mound Street, Onedia Avenue, Carey Avenue, River Heritage Park, Pershing Avenue, Harrison Street, Ripley Street and Gaines Street). Each crossing has its own construction and maintenance agreement. Scope for the work includes items such as:

- Removal of the existing crossing warning devices

- Installation of four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.
- Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- Provide right-of-entry license agreements required for all contractors performing work on their property.
- Provide supervision and labor for the work.
- Perform incidental work necessary to complete the items hereinabove specified.

Payment for all final engineering and the construction work listed above will come from grants obtained through the Federal Railroad Administration (FRA), the State of Iowa's Destination Iowa grant, and funding from the Canadian Pacific Settlement Agreement. Following the successful completion of the project, CPKC will maintain these assets and the city will reimburse them for any necessary work; this includes the replacement of assets once they have reached the end of their useful life.

While these agreements cover eight of the nine public at-grade crossings, the ninth (Marquette Street) only needs improvements within the city-owned right-of-way due to the existing CPKC infrastructure that is already present.

For context purposes, in 2022, the City of Davenport was notified that Canadian Pacific and Kansas City Southern (CPKC) were seeking approval from the federal Surface Transportation Board (STB) of a merger that would result in tripling, daily, the number of trains moving through its single line track along the riverfront. Prior to the merger, the average number of daily trains utilizing this line was approximately seven. Early estimates provided to the city by CPKC were that this number would be increased to twenty-one, if not more. Afterwards, staff were directed to seek mitigation efforts, this included pursuing the establishment of a quiet zone along this specific rail line. This direction was formalized by its inclusion into the approved City Administrator's workplan.

In late 2022, the city sought federal and state grants to assist in funding these potential improvements and were successful in acquiring these outside funds. In 2023, the City Council approved an engineering contract with Synder & Associates to begin design efforts of improvements within the city-owned right-of-way. In 2024, the City Council approved an agreement with CPKC for preliminary design of necessary improvements within their right-of-way. In 2025, the FRA approved the preliminary design from both Synder & Associates and CPKC for improvements within the city and railroad right-of-way. Prior to any construction activities, the FRA's engineering team must sign off on final design. Following implementation, inspection and verification efforts will occur to ensure compliance with FRA requirements that were approved in the preliminary and final design.

Attachments:

1. Resolution
2. Agreement | Mound
3. Agreement | Oneida
4. Agreement | Carey

5. Agreement | River Heritage Park
6. Agreement | Pershing
7. Agreement | Harrison
8. Agreement | Ripley
9. Agreement | Gaines

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12.

WHEREAS, the City of Davenport (the "City") is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS, Canadian Pacific Kansas City (CPKC) Railway will perform all necessary work within their right-of-way for the implementation of a quiet zone in accordance with Federal Railroad Administration (FRA) standards; and

WHEREAS, the City will reimburse CPKC for the work necessary within their right-of-way for the implementation of a quiet zone in accordance with FRA standards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45 are hereby approved.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, Mound Street with DOT #865648U, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 190.69 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at Mound Street as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY remove the existing warning devices and install four (4) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Remove the existing crossing warning devices.
- b. Install four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Five Hundred Sixty Thousand One Hundred Nine and 30/100 Dollars (\$560,109.30)**. The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of Mound Street's roadway crossing approaches up to the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for Mound Street for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the four quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

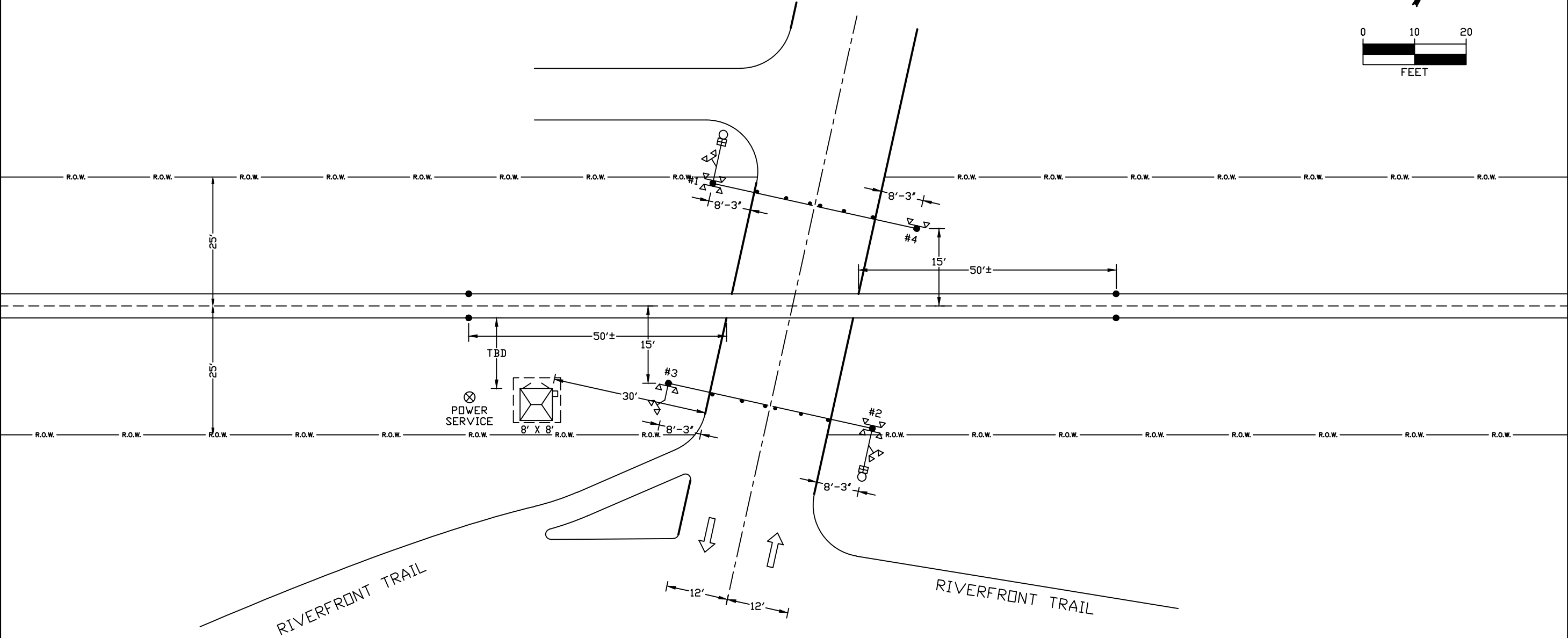
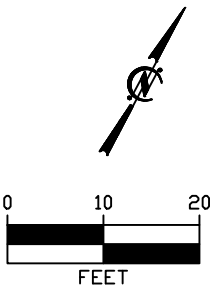
Date: _____, 2025

Exhibit A
PLAN: Mound St (DOT #865648U)

← TO NAHANT

MOUND STREET
DOT# 865648U
M.P. 190.69

TO ISLAND →



LEGEND:

- RAILROAD RIGHT OF WAY = 
- PLATFORM = 
- BELL = 

CLEARANCE DISTANCE = 29 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS
DOT#:	865648U	LOCATION SKETCH MOUND STREET DAVENPORT, IA
DATE:	2024-07-29	
SCALE:	1" = 20'	
JOB NO.:	C-24-2071	PLAN NO. DAVE190.69PD000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
5. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by the Parties.
6. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
7. All words, terms, and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases.
8. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect

the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

9. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.
10. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.
11. If any provision of this Agreement, or the application thereof to either Party or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.
12. Nothing herein shall be interpreted as creating an association, partnership, joint venture, or other joint undertaking between the COMPANY and the ROAD AUTHORITY.
13. This Agreement shall be construed in accordance with the domestic laws of the State of Iowa, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Iowa.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
15. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (including strikes, riots, floods, accidents, Acts of God, acts of terrorism, and other causes or circumstances beyond the control of the party invoking such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected party. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall use commercially reasonable efforts to resume performance as soon as practicable.

Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

1. The COMPANY, for performance of the COMPANY Work, may bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, Oneida Avenue with DOT #376011C, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 191.36 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at Oneida Avenue as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY remove the existing warning devices and install four (4) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Remove the existing crossing warning devices.
- b. Install four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Three Hundred Fifty Three Thousand Seven Hundred Sixty Four and 01/100 Dollars** (\$353,764.01). The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of Oneida Avenue's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for Oneida Avenue for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the four quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

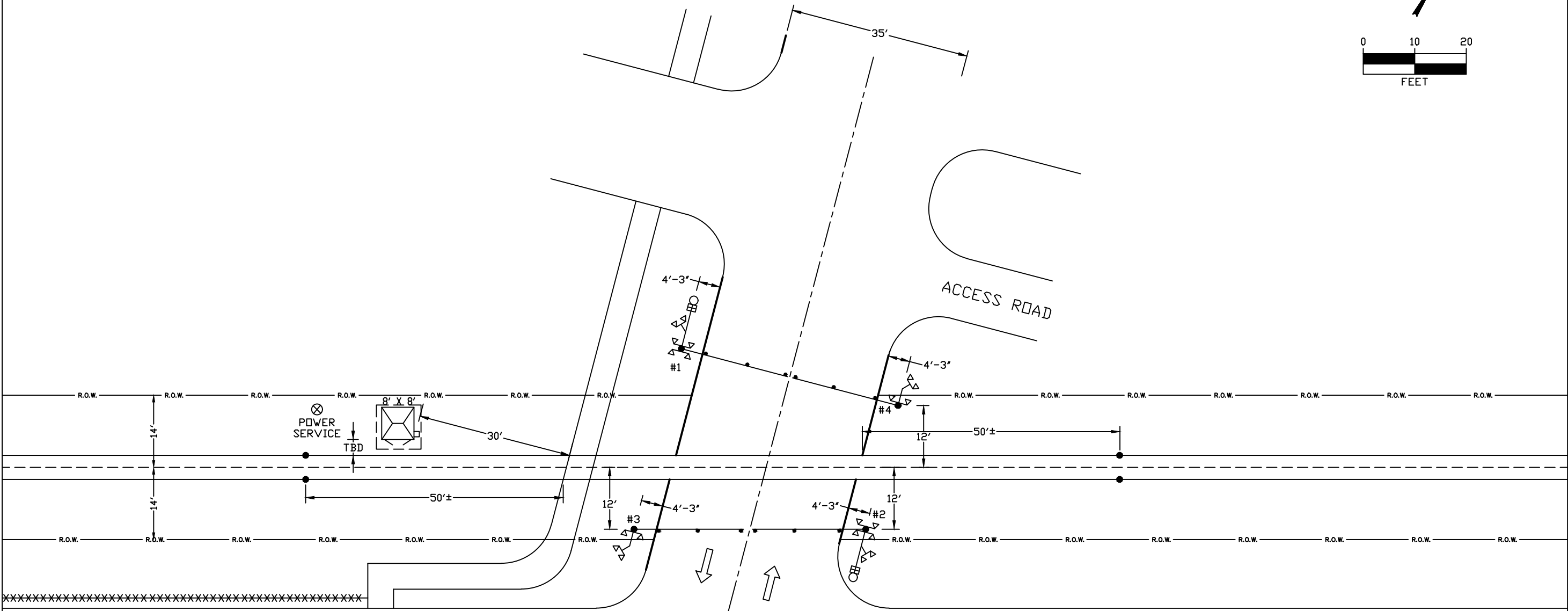
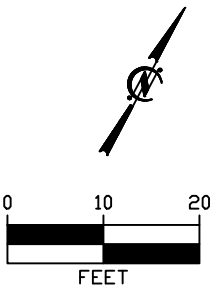
Date: _____, 2025

Exhibit A
PLAN: Oneida Avenue (DOT #376011C)

← TO NAHANT

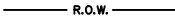
ONEIDA AVENUE
DOT# 376011C
M.P. 191.36

TO ISLAND →



RIVERFRONT TRAIL

LEGEND:

- RAILROAD RIGHT OF WAY = 
- PLATFORM = 
- FENCE = 
- BELL = 

CLEARANCE DISTANCE = 32 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS
DOT#:	376011C	LOCATION SKETCH ONEIDA AVENUE DAVENPORT, IA
DATE:	2024-07-30	
SCALE:	1" = 20'	
JOB NO.:	C-24-2074	PLAN NO. DAVE191.36PG000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
5. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by the Parties.
6. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
7. All words, terms, and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases.
8. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect

the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

9. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.
10. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.
11. If any provision of this Agreement, or the application thereof to either Party or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.
12. Nothing herein shall be interpreted as creating an association, partnership, joint venture, or other joint undertaking between the COMPANY and the ROAD AUTHORITY.
13. This Agreement shall be construed in accordance with the domestic laws of the State of Iowa, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Iowa.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
15. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (including strikes, riots, floods, accidents, Acts of God, acts of terrorism, and other causes or circumstances beyond the control of the party invoking such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected party. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall use commercially reasonable efforts to resume performance as soon as practicable.

Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

1. The COMPANY, for performance of the COMPANY Work, may bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, Carey Avenue with DOT #376010V, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 191.46 on the Davenport Subdivision, which crossing is currently protected by stop and private crossing signs; and

WHEREAS, the ROAD AUTHORITY proposes to install warning devices at Carey Avenue as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY remove the existing signage and install two (2) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project;

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Remove the existing signage.
- b. Install and maintain the two quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services for the Project.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Four Hundred Ten Thousand Three Hundred Six and 14/100 Dollars** (\$410,306.14). The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of Carey Avenue's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for Carey Avenue for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a

compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track, the crossing over its ties, and the two quadrant gates and warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the two quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

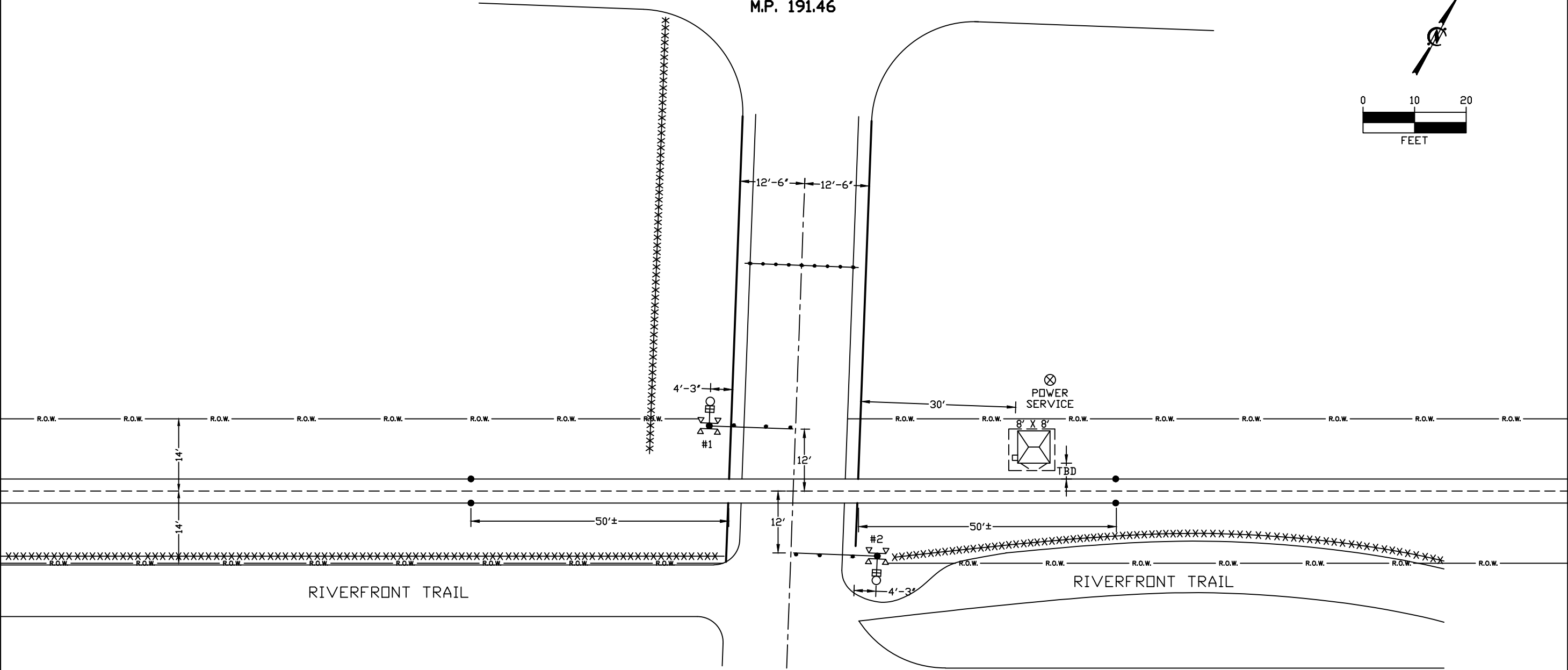
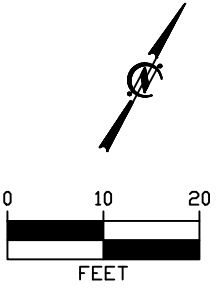
Date: _____, 2025

Exhibit A
PLAN: Carey Ave (DOT #376027Y)

← TO NAHANT

TO ISLAND →

CAREY AVENUE
DOT# 376010V
M.P. 191.46



LEGEND:

- RAILROAD RIGHT OF WAY = 
- PLATFORM = 
- FENCE = 
- BELL = 
- BARRIER = 

CLEARANCE DISTANCE = 36 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#:	376010V	LOCATION SKETCH CAREY AVENUE DAVENPORT, IA	
DATE:	2024-07-30		
SCALE:	1" = 20'		
JOB NO.:	C-24-2075	PLAN NO.	DAVE191.46PA000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties, and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
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The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

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7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

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WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, River Heritage Park with DOT #376008U, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 191.78 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at River Heritage Park as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY remove the existing warning devices and install three (3) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Remove the existing crossing warning devices.
- b. Install three quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Three Hundred Fifty Three Thousand Seven Hundred Sixty Four and 01/100 Dollars** (\$353,764.01). The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of River Heritage Park 's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for River Heritage Park for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a

compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, and the three quadrant gates and warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the three quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

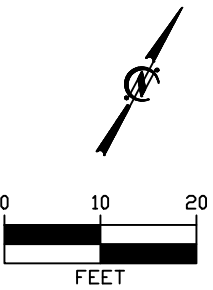
Date: _____, 2025

Exhibit A
PLAN: River Heritage Park (DOT #376008U)

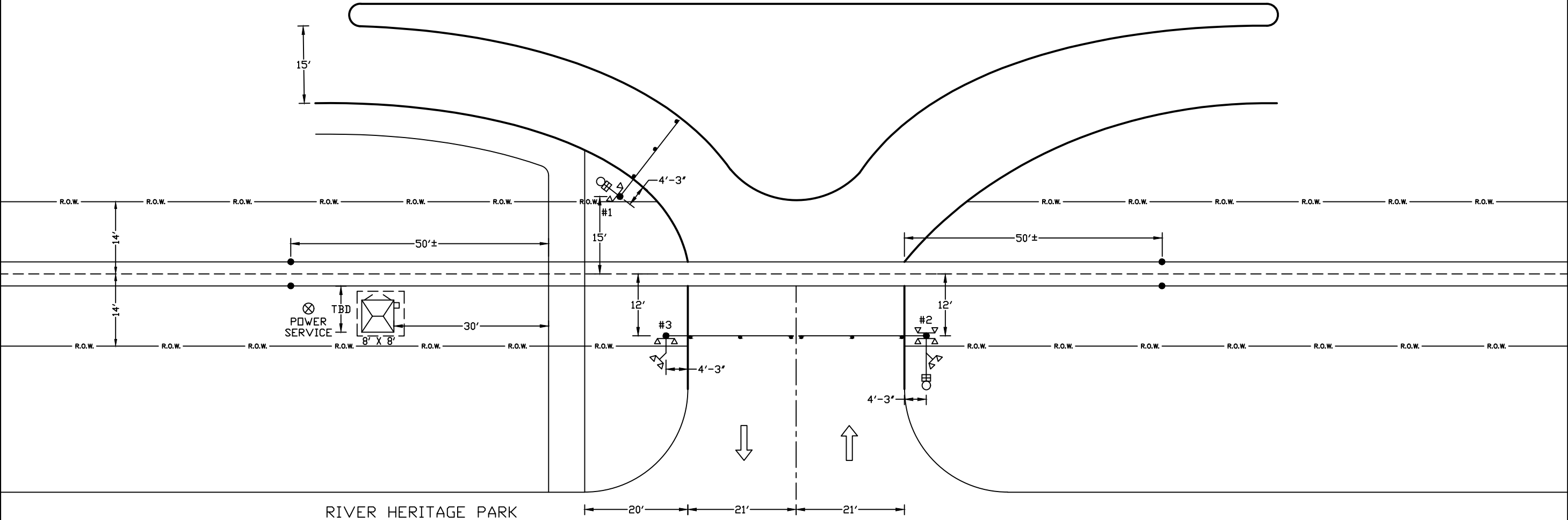
← TO NAHANT

TO ISLAND →

RIVER HERITAGE PARK
DOT# 376008U
M.P. 191.78



EAST RIVER DRIVE



RIVER HERITAGE PARK

LEGEND:

- RAILROAD RIGHT OF WAY =  R.O.W.
- PLATFORM = 
- BELL = 

CLEARANCE DISTANCE = 36 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#:	376008U	LOCATION SKETCH RIVER HERITAGE PARK DAVENPORT, IA	
DATE:	2024-07-30		
SCALE:	1" = 20'		
JOB NO.:	C-24-2077	PLAN NO.	DAVE191.78PA000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
5. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by the Parties.
6. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
7. All words, terms, and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases.
8. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect

the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

9. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.
10. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.
11. If any provision of this Agreement, or the application thereof to either Party or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.
12. Nothing herein shall be interpreted as creating an association, partnership, joint venture, or other joint undertaking between the COMPANY and the ROAD AUTHORITY.
13. This Agreement shall be construed in accordance with the domestic laws of the State of Iowa, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Iowa.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
15. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (including strikes, riots, floods, accidents, Acts of God, acts of terrorism, and other causes or circumstances beyond the control of the party invoking such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected party. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall use commercially reasonable efforts to resume performance as soon as practicable.

Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

1. The COMPANY, for performance of the COMPANY Work, may bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, Pershing Street with DOT #976077J, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 192.1 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at Pershing Street as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY upgrade the existing warning devices and install four (4) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Upgrade the existing crossing warning devices.
- b. Install four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Two Hundred Sixty Three Thousand Five Hundred Ninety One and 19/100 Dollars (\$263,591.19)**. The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of Pershing Street's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for Pershing Street for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, and the four quadrant gates and warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the four quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

Date: _____, 2025

Exhibit A
PLAN: Pershing St (DOT #976077J)

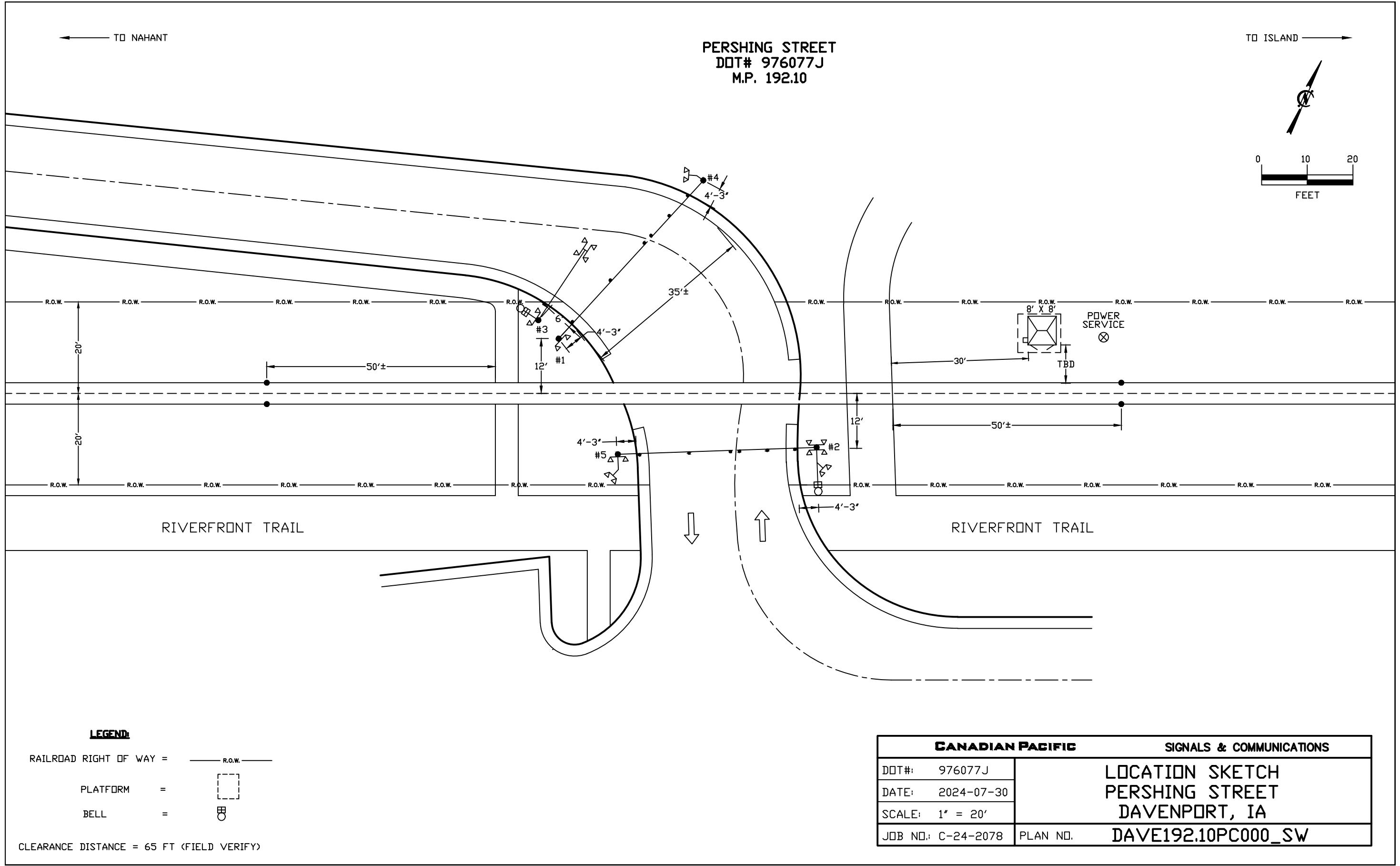


Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
5. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by the Parties.
6. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
7. All words, terms, and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases.
8. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect

the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

9. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.
10. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.
11. If any provision of this Agreement, or the application thereof to either Party or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.
12. Nothing herein shall be interpreted as creating an association, partnership, joint venture, or other joint undertaking between the COMPANY and the ROAD AUTHORITY.
13. This Agreement shall be construed in accordance with the domestic laws of the State of Iowa, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Iowa.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
15. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (including strikes, riots, floods, accidents, Acts of God, acts of terrorism, and other causes or circumstances beyond the control of the party invoking such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected party. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall use commercially reasonable efforts to resume performance as soon as practicable.

Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

1. The COMPANY, for performance of the COMPANY Work, may bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, S Harrison Street with DOT #865652J, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 192.47 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at S Harrison Street as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY remove the existing warning devices, install four (4) quadrant gates with constant warning circuitry and LED lenses, and install an extension of the existing crossing panel to accommodate a pedestrian crossing as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Remove the existing crossing warning devices.

- b. Install four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.
- c. Install a crossing panel extension to accommodate pedestrians
- d. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- e. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- f. Provide supervision and labor for the COMPANY Work.
- g. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Six Hundred Thirty One Thousand Nine Hundred Ninety One and 32/100 Dollars** (\$631,991.32) The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of S Harrison Street's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for S Harrison Street for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category

in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, and the four quadrant gates and warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the four quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

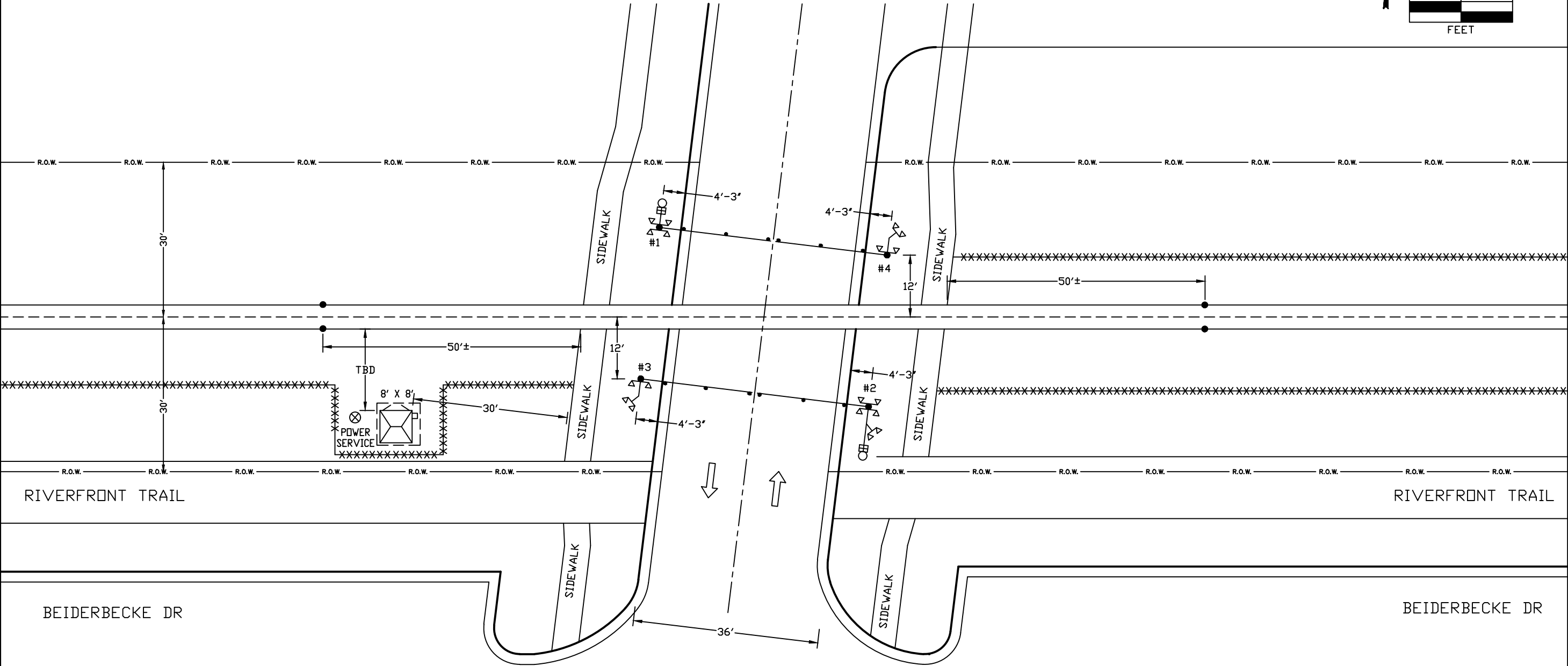
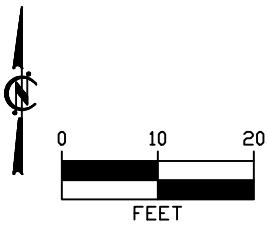
Date: _____, 2025

Exhibit A
PLAN: S Harrison St (DOT #865652J)

← TO NAHANT

HARRISON STREET
DOT# 865652J
M.P. 192.47

TO ISLAND →



LEGEND:

- RAILROAD RIGHT OF WAY = ——— R.O.W. ———
- FENCE = *****
- PLATFORM = []
- BELL = [BELL SYMBOL]

CLEARANCE DISTANCE = 26 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#:	865652J	LOCATION SKETCH HARRISON STREET DAVENPORT, IA	
DATE:	2024-07-30		
SCALE:	1" = 20'		
JOB NO.:	C-24-2081	PLAN NO.	DAVE192.47PE000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
5. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by the Parties.
6. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
7. All words, terms, and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases.
8. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect

the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

9. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.
10. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.
11. If any provision of this Agreement, or the application thereof to either Party or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.
12. Nothing herein shall be interpreted as creating an association, partnership, joint venture, or other joint undertaking between the COMPANY and the ROAD AUTHORITY.
13. This Agreement shall be construed in accordance with the domestic laws of the State of Iowa, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Iowa.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
15. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (including strikes, riots, floods, accidents, Acts of God, acts of terrorism, and other causes or circumstances beyond the control of the party invoking such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected party. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall use commercially reasonable efforts to resume performance as soon as practicable.

Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

1. The COMPANY, for performance of the COMPANY Work, may bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, Ripley Street with DOT #865653R, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 192.55 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at Ripley Street as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY remove the existing warning devices and install four (4) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Remove the existing crossing warning devices.
- b. Install four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Five Hundred Sixty One Thousand Five Hundred Eighty Four and 19/100 Dollars** (\$561,584.19). The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of Ripley Street's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for Ripley Street for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, and the four quadrant gates and warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the four quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

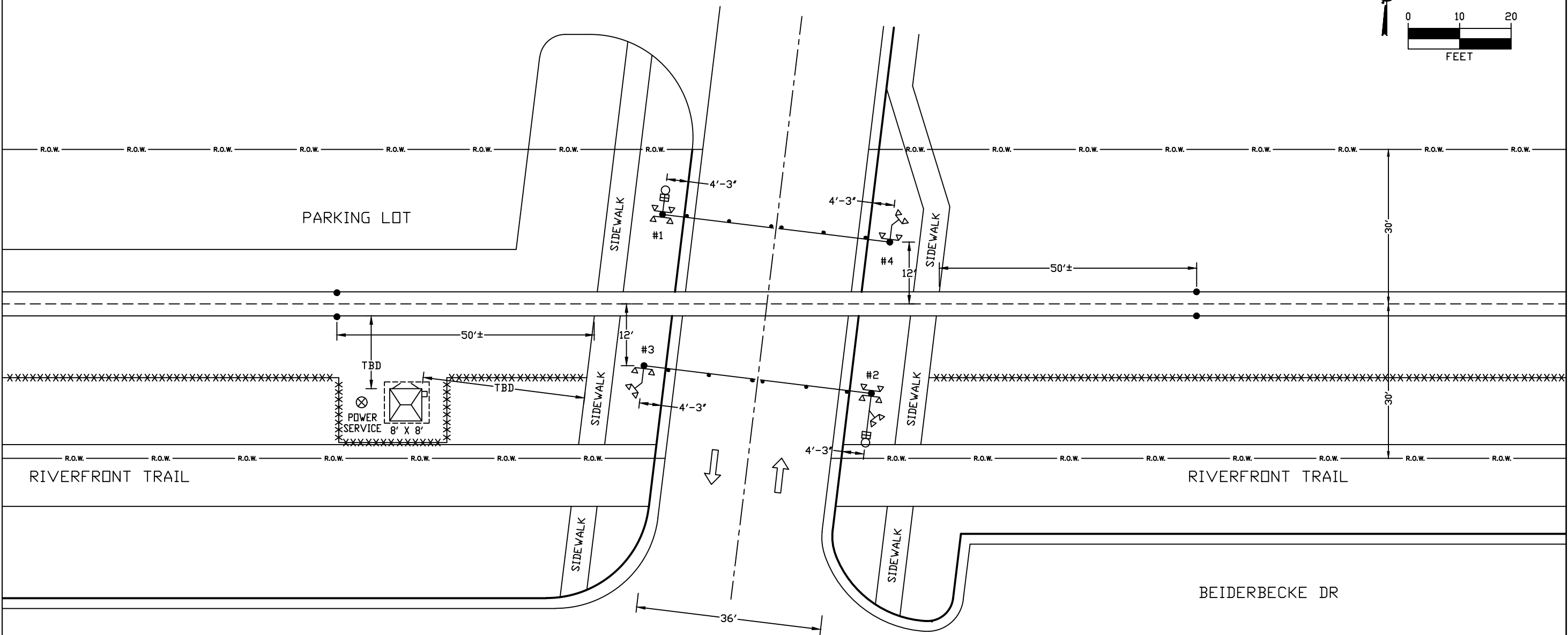
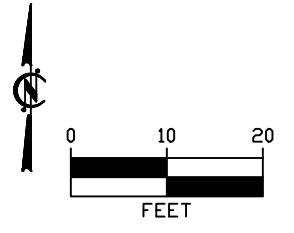
Date: _____, 2025

Exhibit A
PLAN: Ripley St (DOT #865653R)

← TO NAHANT

RIPLEY STREET
DOT# 865653R
M.P. 192.55

TO ISLAND →



LEGEND:

- RAILROAD RIGHT OF WAY = ——— R.O.W. ———
- FENCE = *****
- PLATFORM = []
- BELL = []
- CLEARANCE DISTANCE = 26 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#:	865653R	LOCATION SKETCH RIPLEY STREET DAVENPORT, IA	
DATE:	2024-07-30		
SCALE:	NTS		
JOB NO.:	C-24-2082	PLAN NO.	DAVE192.55PC000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

Assignment of this Agreement by either Party shall not transfer or extinguish any liability or obligation incurred by that Party under this Agreement prior to such assignment.

3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
5. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by the Parties.
6. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation", and the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.
7. All words, terms, and phrases used in this Agreement, and not otherwise defined explicitly, shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases.
8. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect

the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

9. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.
10. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.
11. If any provision of this Agreement, or the application thereof to either Party or to any circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent or for any reason, the remainder of this Agreement or the application of the provisions thereof to such party or circumstance, other than those determined to be invalid or unenforceable, shall not be affected thereby and shall be enforced to the fullest extent permitted by law. In such event, the Parties shall promptly enter into such other agreement(s) as their respective legal counsel may deem appropriate in order to replace such invalid or unenforceable provisions in a manner that produces a result which is substantially equivalent to the terms of this Agreement in all material respects.
12. Nothing herein shall be interpreted as creating an association, partnership, joint venture, or other joint undertaking between the COMPANY and the ROAD AUTHORITY.
13. This Agreement shall be construed in accordance with the domestic laws of the State of Iowa, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa. Any legal action or proceeding involving the interpretation or application of this Agreement or arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the State of Iowa.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
15. The obligations, other than payment obligations, of the parties to this Agreement shall be subject to force majeure (including strikes, riots, floods, accidents, Acts of God, acts of terrorism, and other causes or circumstances beyond the control of the party invoking such force majeure as an excuse for nonperformance), but only as long as, and to the extent that, such force majeure shall reasonably prevent performance of such obligations by the affected party. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations to the other Party under this Agreement, said Party shall use commercially reasonable efforts to resume performance as soon as practicable.

Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

1. The COMPANY, for performance of the COMPANY Work, may bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter referred to as the “ROAD AUTHORITY” and Dakota, Minnesota & Eastern Railroad Corporation, doing business as CPKC, hereinafter referred to as the “COMPANY.” The ROAD AUTHORITY and the COMPANY are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the ROAD AUTHORITY is performing improvements to multiple roads to establish a quiet zone in the City of Davenport; and

WHEREAS, Gaines Street with DOT #865654X, as presently located in the City of Davenport, Iowa, crosses at grade one track of the COMPANY at railroad mile post 192.79 on the Davenport Subdivision, which crossing is currently protected by warning devices that consist of standard flashing light signals and crossbucks; and

WHEREAS, the ROAD AUTHORITY proposes to replace the existing warning devices at Gaines Street as part of its establishment of the above-referenced quiet zone; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY upgrade the existing warning devices and install four (4) quadrant gates with constant warning circuitry and LED lenses, as shown on the plan attached hereto and marked Exhibit A (the “Project”); and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project

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

SECTION 1. The “General Provisions” attached hereto as Exhibit B are hereby incorporated by reference and made a part of this Agreement.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete the Project all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work:

3.1 WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials, and equipment required to perform and complete the following work for the Project (the “COMPANY Work”):

- a. Upgrade the existing crossing warning devices.
- b. Install four quadrant 12-inch LED automatic flashing lights with gates, constant warning time circuitry, new reflective crossbucks (R15-1), and other appropriate appurtenances.

- c. Determine required railroad flagging and worker protection for the Project and provide such railroad flagging/worker-protection services.
- d. Provide right-of-entry license agreements required for all contractors performing work on COMPANY property.
- e. Provide supervision and labor for the COMPANY Work.
- f. Perform incidental work necessary to complete the items hereinabove specified.

The COMPANY Work is more fully detailed in the attached Exhibit A.

The estimated total cost of the COMPANY Work to be performed by the COMPANY under this Agreement and at the expense of the ROAD AUTHORITY for the signal work, as indicated in the estimate shown in Exhibit A, is **Five Hundred Twelve Thousand One Hundred Eighty Six and 12/100 Dollars (\$512,186.12)**. The ROAD AUTHORITY shall reimburse the actual cost of the COMPANY Work in accordance with the procedures set forth in Exhibit C.

The COMPANY warrants that it shall perform all of the COMPANY Work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue.

All COMPANY Work shall be performed at the ROAD AUTHORITY's sole cost and expense on a COMPANY-supplied materials and labor basis.

3.2 WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, materials, and work equipment required to perform and complete the following work for the Project (the "ROAD AUTHORITY Work"):

- a. The reconstruction of Gaines Street's roadway crossing approaches up to the ends of the ends of the track ties, including all necessary utility work, grading, paving, installation of approach signs, pavement markings, and drainage facilities.
- b. Installation and maintenance of traffic control and detour signage for Gaines Street for the duration of the Project and removal of the same upon completion of the Project.
- c. Incidental work necessary to complete the items hereinabove specified.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematic contained in Exhibit A attached hereto and incorporated herein.

SECTION 4. In accordance with applicable federal regulations, including 23 CFR Part 140, Subpart I, and consistent with FHWA policy on grade crossing improvements not providing a direct benefit to the railroad, the proposed grade crossing improvement qualifies as a category in which no railroad contribution is required. The project does not confer a compensable benefit upon the COMPANY, and accordingly, no financial participation by the COMPANY shall be required. However, if the funding posture, scope, or governing policy changes such that a compensable benefit to the COMPANY exists, the Parties shall negotiate appropriate cost participation in good faith.

SECTION 5. The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its sole cost and expense. The COMPANY shall operate and maintain its track and the crossing over its ties, and the four quadrant gates and warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future. In such event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense. Upon completion of the Project, the COMPANY shall maintain the four quadrant gates at the sole cost and expense of the ROAD AUTHORITY, invoices for which shall be tendered to the ROAD AUTHORITY for reimbursement as set forth in Exhibit C.

SECTION 6. This Agreement shall be binding upon the Parties, their successors, and permitted assigns.

SECTION 7. The Parties agree to review the cost-sharing, maintenance responsibilities, and reimbursement terms of this Agreement every five (5) years, or upon substantial modification to the crossing, traffic conditions, or regulatory requirements.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

CITY OF DAVENPORT, IA

DAKOTA, MINNESOTA & EASTERN
RAILROAD CORPORATION, d/b/a CPKC

Recommended for Approval:

Recommended for Approval:

By: _____
[Title]

By: _____
Manager Public Works

Date: _____, 2025

Date: _____, 2025

APPROVED:

APPROVED:

Date: _____, 2025

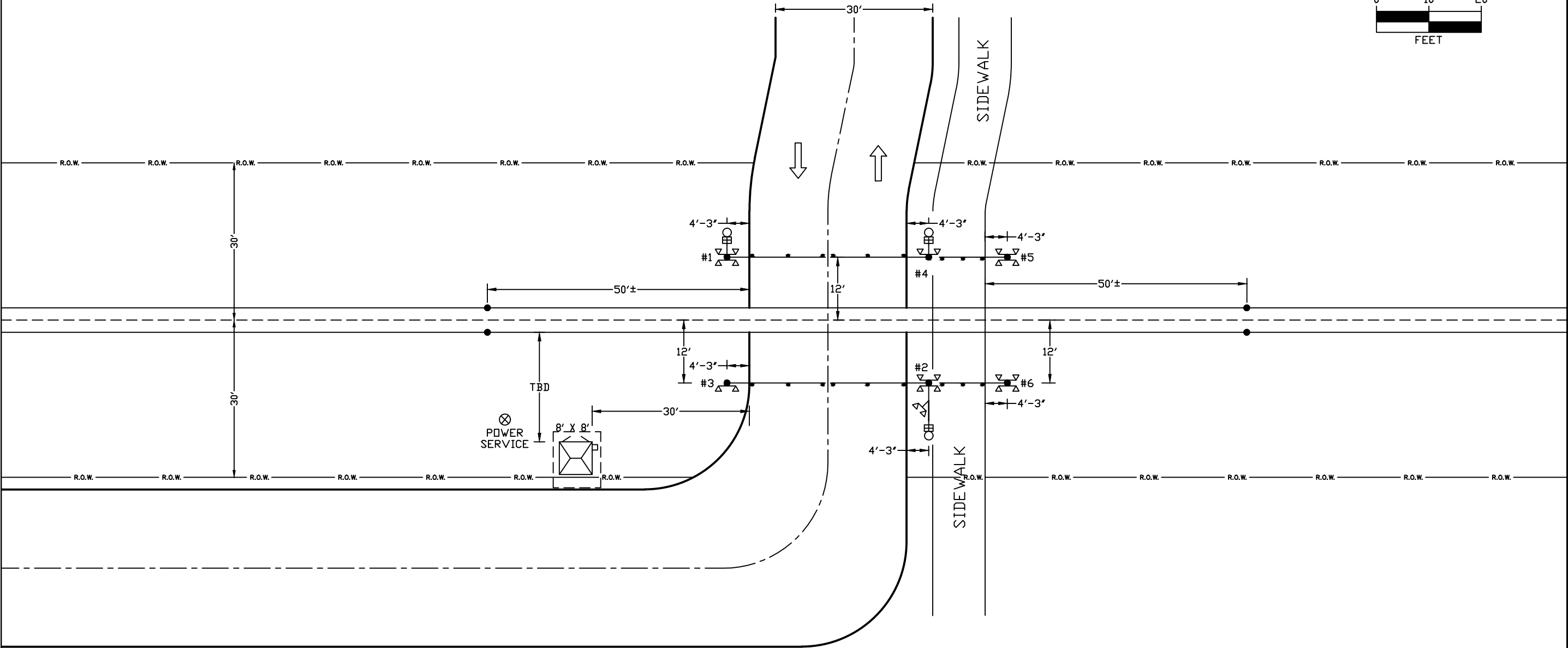
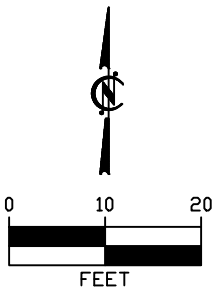
Date: _____, 2025

Exhibit A
PLAN: Gaines St (DOT #865654X)

← TO NAHANT

TO ISLAND →

GAINES STREET
DOT# 865654X
M.P. 192.79



LEGEND:

- RAILROAD RIGHT OF WAY = 
- PLATFORM = 
- BELL = 
- CLEARANCE DISTANCE = 21 FT (FIELD VERIFY)

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS
DOT#:	865654X	LOCATION SKETCH GAINES STREET DAVENPORT, IA
DATE:	2024-07-30	
SCALE:	1" = 20'	
JOB NO.:	C-24-2083	PLAN NO. DAVE192.79PD000_SW

Exhibit B
GENERAL PROVISIONS

1. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against either Party.
2. Neither the COMPANY nor the ROAD AUTHORITY may assign this Agreement, or any of its rights, interests, or obligations hereunder, including by merger, operation of law or otherwise, without the prior consent in writing of the other Party, which consent may be withheld by that Party at its discretion. If either Party is involved in a transaction that results in a change of control of that Party (other than a transaction in which control of that Party is transferred to another entity in the corporate family that currently controls that Party), then the other Party may terminate this Agreement by providing thirty (30) days' prior written notice of such termination to the Party involved in transaction that results in such a change of control.

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3. This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, arrangement, or understanding between the COMPANY and the ROAD AUTHORITY not fully set forth herein, the terms of this Agreement shall govern.
4. Notwithstanding anything to the contrary, the ROAD AUTHORITY shall have no obligation to indemnify, defend, or hold harmless the COMPANY from any claims, fines, penalties, or damages arising from the COMPANY's violation of any applicable federal, state, or local law, including but not limited to Federal Railroad Administration (FRA) signal maintenance regulations.
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Exhibit C

PROCEDURES FOR WORK AND FOR REIMBURSEMENT OF ACTUAL COST

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The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

The COMPANY shall provide the ROAD AUTHORITY with annual maintenance cost projections for budgeting purposes and shall notify the ROAD AUTHORITY in writing prior to undertaking any major repair or upgrade expected to exceed \$15,000 in reimbursable costs.

The ROAD AUTHORITY reserves the right to audit the COMPANY's records related to such costs upon reasonable notice, not more than once per year.

2. Subsequent to the award of any contract, and before any work is started on the Project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and any interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.
3. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor(s) shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or

traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY's track having permission for such use.

4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the ROAD AUTHORITY Work within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or sub-contractor enter into and execute the Right of Entry License Agreement attached hereto as Exhibit D.
5. When the roadway is to be closed to vehicular traffic while the COMPANY Work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY's engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY's engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the COMPANY Work is being performed.

6. The ROAD AUTHORITY shall require its contractor(s), upon completion of the ROAD AUTHORITY Work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from the COMPANY's right-of-way, to provide proper drainage away from the COMPANY's track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or their representative.
7. To the fullest extent permitted by law, the ROAD AUTHORITY shall indemnify, defend, and hold harmless the COMPANY, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, causes of action, costs, and expenses (including reasonable attorneys' fees and expert witness fees), of any kind or nature, arising out of or related to:
 - a. the negligent acts or omissions of the ROAD AUTHORITY, its employees, agents, contractors, or subcontractors in connection with the performance of the ROAD AUTHORITY Work;
 - b. the failure of the ROAD AUTHORITY or its contractors to comply with applicable law or any provision of this Agreement; or
 - c. any injury to persons (including death) or damage to property arising from ROAD AUTHORITY activities on or near COMPANY property in connection with the Project;

but not when such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY. This Section shall survive termination or expiration of this Agreement.

8. The ROAD AUTHORITY shall release, discharge, and covenant and agree not to sue the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors, and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses) arising from any injury to persons, firms or corporations whomsoever (including the Parties and their employees, agents and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the inadequacy of the crossing warning devices installed by the COMPANY for the Project, but only if, at the time of design and installation, such devices ~~(i)~~ complied and were installed in compliance with then-current FRA requirements applicable to quiet-zone implementation (including 49 C.F.R. Parts 222 and 234) and the MUTCD. The provisions of this Section 8, which shall survive the expiration or termination of this Agreement, shall not apply in the event such liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses are caused by the gross negligence or willful misconduct of the COMPANY.

Exhibit D
RIGHT OF ENTRY LICENSE AGREEMENT

City of Davenport

Department: Legal

Contact Info: Sam Huff | 563-326-7761 |

Action / Date

8/27/2025

Subject:

Resolution adopting the Rules of Order for the Davenport City Council. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

City Council expressed interest in updating the 2015 Rules of Order and a committee of four members was formed to address this request. The committee met over several weeks and discussed each rule under the 2015 document and the current Robert's Rules of Order. Out of those discussions, updates and changes to the 2015 Rules of Order were authored and are presented in the attached document.

This document is currently before the full membership to review and provide amendments to the committee for consideration prior to final approval. If changes are made, this document will be updated contemporaneous to these changes.

Attachments:

1. Resolution
2. Rules of Order

Resolution No. _____

Resolution offered by Alderpersons Burkholder, T. Dunn, Jobgen, and Meginnis.

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

RESOLUTION adopting the Rules of Order for the Davenport City Council.

WHEREAS, the Council wished to establish a clear and consistent framework for conducting official municipal government meetings and proceedings; and

WHEREAS, the Council wanted to ensure transparency, fairness, and efficiency in all governmental deliberations and decision-making processes; and

WHEREAS, the Council aspired to facilitate productive discussions and debates while maintaining decorum and respect among all participants; and

WHEREAS, the Council desired to protect the rights of individual council members, staff, and citizens to participate in the democratic process; and

WHEREAS, the Council wished to promote accountability and responsible governance in service to the community; and

WHEREAS, the Council wanted to provide a structured approach to addressing municipal business, from routine matters to complex policy decisions; and

WHEREAS, the Council aspired to foster public trust by adhering to standardized procedures that are easily understood and consistently applied; and

WHEREAS, the Council aimed to enable the effective management of meeting time and resources to maximize productivity and minimize unnecessary delays; and

WHEREAS, the Council sought to ensure compliance with relevant state laws and local charter requirements governing municipal operations; and

WHEREAS, the Council wanted to adapt to the evolving needs of our community while maintaining the integrity of our governmental processes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Rules of Order for the Davenport City Council is hereby adopted.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport Rules of Order

MEETINGS

- Rule 1: The Committee of the Whole meeting shall be held at 5:30 P.M. on the first and third Wednesdays of each month; and City Council meetings shall be held on the second and fourth Wednesdays of each month at 5:30 P.M., except for holidays. In the event of a holiday, the meeting shall be rescheduled to the previous business day unless otherwise determined by the Council. For months with a fifth Wednesday, no City Council or Committee of the Whole meetings shall occur unless specifically scheduled by the Council or Mayor. The Clerk, or his/her designee, shall notify the Council and the public of any changes to the days and times listed above as soon as practicable, but no less than one (1) month prior to the change.
- Rule 2: Agenda items may be added by the City Administrator, the Mayor, or two Council Members. The agenda for each meeting shall be set 48 hours in advance of the meeting and posted publicly at City Hall and on the City website. No new items may be added after the agenda is set, however, items on the set agenda may be amended no later than 24 hours in advance of the meeting. Additions to the agenda, after it is set or during a meeting shall require a motion to suspend the rules and approval by a three-fourths vote Council members present. Proclamations and recognitions, being symbolic in nature, may be added or removed by the Mayor at any time without a vote.
- Rule 3: During a meeting of the Committee of the Whole, the Committee shall consider only those items on the posted agenda unless the amendment has been properly made pursuant to Rule 2.
- Rule 4: A special meeting of the City Council may be called by the Mayor or any two Council Members. Written or verbal notice shall be given with enough time for the City Clerk to post the time, date, place, and tentative agenda at City Hall and on the City website at least 24 hours in advance of the meeting. Written notice must be provided via email, hand-delivered letter, or similar verifiable method. Verbal notice shall include a phone call or in-person notification. The City Clerk is responsible for ensuring that all Council Members receive personal notice of the special meeting, and the Clerk shall confirm receipt of this notification.

Rule 5: The Chief of Police or the Chief's designee shall attend and act as sergeant at arms during Management Update, Council, Committee of the Whole, and Special meetings.

Rule 6: At all Council, Committee of the Whole, and Special meetings, the City Clerk or the Clerk's designee shall call the roll to confirm the presence of a quorum. If a quorum is not present, the Council shall adjourn and may issue notices to compel the attendance of absent members at a rescheduled meeting. Methods for compelling attendance may include issuing formal requests or other actions as authorized by The City Council's Code of Conduct, City Ordinance, or applicable state law.

Rule 7: Prior to roll call, the Mayor may ask for a moment of silence and the Pledge of Allegiance.

Rule 8: Participation shall follow the Council's Rules of Decorum, adhere to the rules of the Davenport City Code of Conduct, and be limited to Council business at hand.

ORDER OF BUSINESS

Rule 9: Meeting Agenda:

- A. Adjustments to the Agenda:
 - 1. The agenda for each meeting shall be conducted as outlined below. Additions or removals require a vote in accordance with Rule 29.
 - 2. During a meeting, the reordering of an item(s) requires a motion, and a two-third (2/3) vote of the Council members present.
- B. Committee of the Whole
 - 1. Call to Order
 - 2. Moment of Silence
 - 3. Pledge of Allegiance
 - 4. Roll Call
 - 5. Review of the Rules of Decorum
 - 6. City Administrator Report
 - A. Includes reports from other City Officials
 - 7. Public Hearings
 - A. Each member of the public may speak only on the subject of the public hearing for up to five (5) minutes per item listed under this section.
 - 8. Appointments, Proclamations, and Presentations



9. Petitions and Communications from Council Members and the Mayor
 - A. This may include motions to reset the agenda and action items
10. Discussion of agenda items by topical area
 - A. The topical areas may be discussed in any order; however, the traditional order is as follows:
 1. Community Development
 2. Public Safety
 3. Public Works
 4. Finance
 - B. Each member of the public may speak only on the subject of the agenda item for up to five (5) minutes per item listed under this section.
 - C. Establishment of Discussion and Consent Agenda for City Council Meeting
11. Other Ordinances, Resolutions and Motions
12. Public with Business to Present to Council
 - A. Any person may address the Council, for up to three (3) minutes, to discuss business relating to the City of Davenport not previously included on the day's agenda.
 - B. During this time, the Mayor, Council, and staff cannot respond to comments made under this agenda item.
13. Any executive session meeting
14. Adjourn
- C. Council Meeting
 1. Call to Order
 2. Moment of Silence
 3. Pledge of Allegiance
 4. Roll Call
 5. Review of the Rules of Decorum
 6. Approval of Minutes
 7. City Administrator Report
 - a. Includes reports from other City Officials
 8. Approval of the Report of the Committee of the Whole, etc.
 9. Appointments and Proclamations
 10. Presentations to the Council,
 11. Petitions and Communications from Council Members and the Mayor

12. Discussion Agenda.

- a. The discussion agenda is to be set at the Committee of the Whole meeting and will include the items that will be individually discussed and voted upon by the Council. The Mayor and Council Members may request members of staff to explain issues and answer questions during this time.
- b. Each member of the public may speak for up to five (5) minutes per item listed on the discussion agenda.

13. Consent Agenda

- a. The consent agenda is to be set at the Committee of the Whole meeting.
- b. The Council shall pass these items en-masse by one vote.
- c. Items may be removed from the Consent Agenda only to ask a question, offer comment, or make a motion to postpone. If, after removal, only questions or comments are made, or if a motion to postpone fails, the item shall be returned to the Consent Agenda.

14. Other Ordinances, Resolutions and Motions

15. Public with Business to Present to Council

- a. Any person may address the Council, for up to three (3) minutes, to discuss business relating to the City of Davenport not previously included on the day's agenda.
- b. During this time, the Mayor, Council, and staff cannot respond to comments made under this agenda item.

16. Any executive session meeting

17. Adjourn

Rule 10: A motion to change the order of agenda items, as outlined in Rule 9(A)(2) is not debatable and shall be put to an immediate vote.

Rule 11: Council Members should address the Council no more than two (2) times on a single item of business; the Mayor or Chair may enforce a strict limit if he/she chooses.

DUTIES AND PRIVILEGES OF THE MAYOR

Rule 12: The Mayor shall:

- A. Preside over all meetings to which she/he is present, ensuring the orderly conduct of business.
- B. Enforce the Rules of Decorum, which shall be posted outside of council Chambers, to preserve order, subject to a two-third (2/3) vote of the council members present to override any enforcement decision.
- C. The Mayor may vote only to break a tie among Council Members eligible to vote. For all votes, the majority and any tie are calculated against ten (10) Council seats, reduced only by the number of Members who are recused for a declared conflict of interest. Absence or abstention without a conflict does not reduce the denominator. A motion resulting in a tie among the eligible Members fails unless broken by the Mayor.
- D. Appoint the Chairs, Vice-Chairs, and Mayor Pro-Tem.
 - 1. In the absence of the Mayor, the Mayor Pro-Tem assumes these duties except for 12(C) When the Mayor and Mayor-Pro Tem are absent the Chairman Pro-Tem will assume these duties except for 12(C).

DUTIES AND PRIVILEGES OF THE COUNCIL

Rule 13: Council Members shall:

- A. Wait until recognized by the Mayor or Chair before speaking. This does not prohibit a council members' ability to raise a Point of Order to address an issue of parliamentary procedure.
- B. Immediately cease speaking if called to order by the Mayor or Chair. The member called to order may appeal the decision to the other members present, and the Council members present shall decide by majority vote whether to overturn the Call to Order. There will be no debate on the appeal. A tie vote sustains the Chair.
- C. Respect the speech of other members and not hold any private discussion or create a disturbance or distraction while another member has the floor.
- D. Vote "yes" or "no" or "abstain" on each question. If there is an abstention, the reason for the abstention, including a conflict of interest, shall be disclosed at the time of the abstention. An abstention for conflict of interest shall reduce the number of Council Members present for the purposes determining whether an item passes. An abstention for reasons other than a conflict of interest shall be deemed a "No" vote.

- E. All members shall silence their electronic devices while Management Update, Committee of the Whole Meeting, Council Meeting, or Special Meeting is in session

Rule 14: The Council Member acting in the role of Mayor Pro-Tem retains their rights, duties, and privileges as a Council Member.

Rule 15: In the absence of the Mayor and Mayor Pro-Tem, a Chairperson Pro-Tem shall be selected from among the appointed chairs of the areas of discussion, referenced in Rule 23 and shall rotate among the four (4) area chairs. The order of rotation will be established at the beginning of each Council term, based on seniority of service on the Council. The rotation will begin with the area chairperson who has the greatest seniority. Once a chair has served as Chairperson Pro-Tem, the role will pass to the next most senior chair in the established order. This rotation shall continue cyclically for the duration of the term, ensuring that each chair has the opportunity to serve in the role. While serving as Chairperson Pro-Tem, the Council Member shall retain all rights, duties, and privileges of their office.

MOTIONS AND RESOLUTIONS

Rule 16: No motion or resolution shall be debated unless it has been seconded by another member. The Mayor or Chair shall restate the motion before the vote, if requested. A motion shall be reduced to writing before discussion if requested by the Mayor or any two Council Members. The name of the member making the motion and the member seconding it shall be recorded in the minutes.

Rule 17: A motion or resolution may be withdrawn by its maker at any time before decision or amendment.

Rule 18: A roll call vote is required for the adoption of an ordinance, resolution, or a motion that appears as an action item on the discussion or consent portion of the City Council meeting agenda.

Rule 19: All action items on the Committee of the Whole agenda must advance by motion to either the discussion agenda or consent agenda at the following City Council meeting unless the members postpone or otherwise delete the item.

Rule 20: When a question is under debate, a motion to “lay on the table”, i.e. move to later in the agenda of the same meeting, or “postpone”, i.e. move to a future meeting, takes priority over other motions except a motion to adjourn.

Rule 21: In the event a motion to adjourn passes and there are still action items that have not been acted upon, those remaining action items shall automatically move to the next Committee of the Whole agenda.

Rule 22: Unless otherwise stated under this section, the most recent edition of Robert's Rules of Order shall govern the types, priority, and meaning of motions made by the Council.

CHAIRS AND AD HOC COMMITTEES

Rule 23: **Community Development, Public Safety, Public Works, and Finance Chairs/ Vice-Chairs:**

The Mayor shall appoint one Council Member as chair and one as vice chair for these areas of discussion. The chair and vice chair shall act as liaisons between the Council and Staff in regard to these areas. The Chairs will read the items and conduct business for their topical area during the Committee of the Whole meeting. The Chair may vote on all items. All members of the Council, including the Mayor, Chair and Vice-Chair, may participate as a right in the debate or discussion of agenda items under these topical areas during Committee of the Whole or City Council meetings.

Rule 24: **Ad Hoc Committee(s):** The Mayor may appoint Ad-Hoc council committees. All such Ad-Hoc committees shall consist of no more than four (4) Council Members. The Mayor may appoint one of the Council Members as chair. Each Ad-hoc committee shall deliver its recommendations to all members of Council. The committee is discharged after the Council acts on the recommendations.

PUBLICATION

Rule 25: Management Update, Committee of the Whole Meeting, Council Meeting, and Special Meeting of the City Council shall be live streamed and recorded in its entirety. All recordings shall be published to a publicly accessible media platform administered by the City of Davenport.

SUSPENSION AND AMENDMENT OF RULES

Rule 26: These rules may be suspended by motion with the approval of three-fourths of the Council as a whole. Discussion on the motion to suspend is permitted. The suspension shall apply only to the meeting in which it was approved.

A. **Exception:** Rule 9 (Meeting Agenda) may not be suspended.

Rule 27: These rules may be amended at a regular council meeting by motion with a two-third vote of all members upon oral or written notice at a preceding regular council meeting.

APPROPRIATIONS

Rule 28: No appropriation of City funds shall be passed by the Council at the same meeting it is first proposed, without the unanimous consent of Council as a whole. This provision does not apply to items previously budgeted by the Council.

ADDITIONAL AUTHORITY

Rule 29: The most recent edition of Robert's Rules of Order shall serve as guidance on any question as to procedure not covered under these rules. The City Charter, the Davenport Municipal Code and Code of Iowa should also be considered to ensure the proper procedure is followed.

City of Davenport

Department: Legal

Contact Info: Sam Huff | 563-326-7761 |

Action / Date

8/27/2025

Subject:

Resolution adopting the Rules of Decorum for the Davenport City Council. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

City Council expressed interest in creating Rules of Decorum to establish and maintain order and civility during Council proceedings. A committee of four aldermen met over several weeks, and the outcome of those discussions are presented in the attached document.

Attachments:

1. Resolution
2. Rules of Decorum

Resolution No. _____

Resolution offered by Alderpersons Burkholder, T. Dunn, Jobgen, and Meginnis.

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

RESOLUTION adopting the Rules of Decorum for the Davenport City Council.

WHEREAS, the City Council of the City of Davenport holds regular public meetings to conduct the business of the City in an open and transparent manner; and

WHEREAS, public participation is a vital part of democratic local governance, and the City Council seeks to ensure that all individuals can be heard in a safe, respectful, and orderly environment; and

WHEREAS, adopting formal Rules of Decorum provides a framework of appropriate conduct during public meetings; and

WHEREAS, the City Council desires to establish clear expectations for behavior during its meetings to promote civil discourse, protect public safety, prevent disruptions, and maintain the order of the Council's proceedings; and

WHEREAS, the Council sought to ensure compliance with relevant state laws and local charter requirements governing municipal operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Rules of Decorum for the Davenport City Council is hereby adopted.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport Rules of Decorum

1. Purpose and Authority

- 1.1 The purpose of these rules is to ensure City Council meetings are conducted in an orderly, safe, and efficient manner while protecting the public's right to observe and participate as allowed by law.
- 1.2 The Council adopts these rules under Iowa law, including the authority to make and enforce reasonable rules for the conduct of its meetings and to allow recording by the public.
- 1.3 These rules apply in a limited public forum. They regulate conduct and meeting procedure, not viewpoints or the content of speech (except for reasonable limits on time, place, manner, and topic set out below).

2. Scope and Applicability

- 2.1 **Meetings covered.** These rules apply to all meetings of the City Council—regular, special, workshop, and any other meeting where a quorum convenes—and to any Council-controlled boards and commissions **except** the Library Board and the Civil Rights Commission. Those two bodies shall adopt their own decorum rules.
- 2.2 **Spaces covered.** Council chambers, overflow rooms, hallways immediately adjacent to chambers when used for meeting overflow, and any other City-designated meeting spaces.
- 2.3 **Virtual participation.** The City is **not** accepting virtual or hybrid public comment at this time. Observers may watch livestreams where offered.

3. Definitions

- 3.1 **Presiding Officer** means the Mayor or designee, Topic Area Presiding Officer or designee, during their portion of the meeting.
- 3.2 **Clerk** means the City Clerk or designee handling meeting logistics.
- 3.3 **Public Comment Period** means the agenda segment for non-agenda topics.
- 3.4 **Warning** means a specific direction by the Presiding Officer identifying the conduct at issue and the rule being enforced.

3.5 **Actual Disruption** means conduct that **materially interferes** with the meeting so that the Council cannot effectively hear, be heard, deliberate, or conduct business. Examples include:

- 3.5.1 Speaking without recognition after a **warning**; refusing to yield the floor when time expires after a **warning**.
- 3.5.2 Shouting over the Presiding Officer or another recognized speaker; starting side-speeches from audience seats after a **warning**.
- 3.5.3 Sustained audible outbursts (applause, booing, chanting, call-and-response) that prevent hearing recognized speakers.
- 3.5.4 Blocking aisles, doorways, or exits; ignoring lawful safety directions; using amplification or sound-producing devices inside the chambers.
- 3.5.5 Physical interference with staff, elected officials, or attendees; threatening conduct that reasonably causes fear of imminent harm.

3.6 **Not Disruption (by itself)**. Mere criticism of the City or officials, sarcasm, profanity, anger, or offensive language is not a violation unless it results in Actual Disruption as defined above.

3.7 **Exclusion Order** means a written order issued after a removal that limits a person's in-person attendance for a defined period (see § 7.5).

3.8 **Language-Related Conduct**

3.8.1 **Principle**. The City does not regulate viewpoints or punish speech merely because it is harsh, offensive, profane, insulting, or critical of the City or its officials. A Warning may be issued only when language crosses into conduct that causes or risks Actual Disruption under §3.5, or falls within narrowly defined, unprotected categories.

3.8.2 **Language that may trigger a Warning**

3.8.2.1 Volume/Interruption: Using profanity or other language at a volume or in a manner that prevents recognized speakers from being heard or interrupts the Presiding Officer after a specific instruction to stop.

3.8.2.2 Refusal to yield: Continuing to speak (profane or otherwise) after time expires or without recognition following a specific instruction to stop.

3.8.2.3 Directed threats ("true threats"): Language that a reasonable person would understand as a serious expression of intent to commit unlawful violence against an identified person or group.

3.8.2.4 Incitement: Urging others in the room to imminently commit unlawful acts and where such violence or lawless action is likely to occur.

3.8.2.5 Fighting words (face-to-face epithets): Personally abusive epithets directed at a specific individual at close range, of such a nature that they are likely to provoke an immediate violent reaction.

3.8.2.6 Safety/Privacy: Disclosing sensitive personal identifiers (e.g., Social Security numbers, bank/credit numbers, medical record numbers) or prompting others to block aisles/exits while reacting to the speaker, after a specific instruction to stop.

3.8.2.7 Audible outbursts: Provoking or engaging in sustained audible reactions (e.g., call-and-response, chanting) that prevent hearing the recognized speaker after a specific instruction to stop.

3.8.3 Escalation. If the conduct continues after a Warning, the Presiding Officer may withdraw recognition (§7.3). If it still continues, the Presiding Officer may direct removal (§7.4). All actions must be viewpoint-neutral and documented in the Incident Log (§7.7).

4. Public Comment - limited forum

4.1 Topics. Public comment is limited to non-agenda items. The Presiding Officer may briefly direct a speaker to the appropriate agenda item or future meeting if the topic belongs elsewhere.

4.2 Time limits. Each speaker's time is set by the Council's Rules of Order, which are incorporated by reference. The Presiding Officer announces the time limit at the start of Public Comment.

4.3 No pooling. Speakers may not transfer or combine time.

4.4 Relevance and repetition. The Presiding Officer may direct a speaker to remain on non-agenda topics and may end repetitive remarks after a specific Warning.

4.5 Presiding Officer's discretion is limited. The Presiding Officer must apply these standards uniformly and may not favor or disfavor any viewpoint.

5. Audience Conduct

5.1 Quiet rule. Audience members must remain quiet so recognized speakers can be heard.

5.2 No audible reactions. Applause, booing, chanting, and other audible reactions are prohibited except brief ceremonial acknowledgments during awards or recognitions when invited by the Presiding Officer.

5.3 No signs. Signs, placards, and banners are not permitted in chambers or overflow rooms.

5.4 **Safety and access.** Aisles, doorways, and exits must remain clear. Seating and standing locations must follow directions from the Clerk or security for safety.

6. Recording and Streaming

6.1 The public may record, photograph, or stream an open meeting.

6.2 Equipment and placement must not impede exits/egress or create a safety hazard.

6.3 Recording activity that itself causes Actual Disruption (e.g., use of bright lights or loud devices) is subject to enforcement under § 7.

7. Enforcement Protocol (graduated and documented)

7.1 **General principle.** Rules are enforced in a content- and viewpoint-neutral manner based on conduct and Actual Disruption.

7.1.1 **Step 1 – Specific Warning.** The Presiding Officer issues a specific Warning referencing the rule (e.g., “Your time has expired; please stop speaking”).

7.1.2 **Step 2 – Loss of recognition / brief recess.** If conduct continues, the Presiding Officer may withdraw recognition or call a brief recess and deliver the Recess Script in Appendix A.

7.1.3 **Step 3 – Removal.** If conduct continues, the Presiding Officer may direct removal. Security acts only as necessary to restore order. The Clerk documents the conduct and steps taken.

7.1.4 **Step 4 – Exclusion Order (post-removal; repeated conduct only).**

7.1.4.1 Issuance. After documented, repeated Actual Disruption across meetings, the Presiding Officer may issue a written Exclusion Order for up to **60 days**.

7.1.4.2 Contents. The order states the facts, the specific rules violated, the duration, the appeal process, and an exceptions process allowing attendance for agenda items that directly affect the person’s rights or duties (e.g., a hearing on property or license).

7.1.4.3 Service. The Clerk serves the order in writing (in person or by mail/email if provided).

7.1.4.4 Appeal. See § 9.

7.1.4.5 Limited scope. The order limits in-person attendance only; it does not bar observing a livestream where available.

7.2 **Selective enforcement prohibited.** Similar conduct must be treated similarly regardless of viewpoint.

7.3 **Recordkeeping.** The Clerk completes an Incident Log entry for each Warning, removal, or Exclusion Order and retains related audio/video.

8. Appeals

8.1 **Who may appeal.** A person removed under § 7.4 or subject to an Exclusion Order under § 7.5 may file a written appeal.

8.2 **Where to file.** File with Corporation Counsel.

8.3 **Deadline.** The appeal must be received within 10 calendar days of the removal or service of the Exclusion Order.

8.4 **What to include.** Name, contact information, date of incident, the action appealed, and a brief statement of why the action should be modified or rescinded.

8.5 **Record.** The Clerk promptly provides Corporation Counsel with the Incident Log entry and any relevant audio/video.

8.6 **Decision timeline.** Corporation Counsel issues a written decision within 7 business days of receiving the appeal record.

8.7 **Effect of appeal.** An Exclusion Order is stayed during the appeal except for the meeting at which it was issued. The stay does not prevent the City from enforcing these rules at subsequent meetings if new conduct causes Actual Disruption.

8.8 **Finality.** Corporation Counsel's written decision is the City's final administrative decision.

9. Roles and Training

9.1 **Presiding Officer.** Maintains order; issues Warnings; applies time/topic rules; invokes recess and removal as needed; may request assistance from the sergeant-at-arms.

9.2 **Clerk.** Manages sign-up; tracks time; keeps the Incident Log; coordinates seating/egress; provides scripts and forms to the Presiding Officer.

9.3 **Security/Sergeant-at-Arms.** Enforces the Presiding Officer's lawful directions focused on conduct and safety; does not police speaker viewpoints.

9.4 **Training.** At least annually, the Clerk or designee provides training and the Quick Card to the Presiding Officer, Council, staff, and security.

10. Severability and Effective Date

10.1 If any provision of these rules is held invalid, the remaining provisions remain in effect.

10.2 These rules take effect upon adoption. Council-controlled boards and commissions (other than the Library Board and Civil Rights Commission) shall apply these rules at their next regular meeting and may adopt them by reference.

City of Davenport

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

Action / Date
8/27/2025

Subject:

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

Recommendation:

Adopt the ordinance.

Background:

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

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

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

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

Attachments:

1. Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

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

Recommendation:

Adopt the Ordinance.

Background:

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

Attachments:

1. Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving Case F25-06 being the request of Davenport Community School District for a final plat of F.L. Smart Middle School Subdivision, a 1-lot subdivision on 8 acres located at 503 Cedar Street. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The Plan and Zoning Commission reviewed Case F25-06 at its March 18, 2025 meeting, and have recommended approval subject to the listed findings and conditions:

Findings:

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

Conditions:

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Remove building setback lines.
4. Include a note stating, "Stormwater detention and water quality are required for this subdivision and shall be owned and maintained by the property owner."

Background:

The Davenport Community School District submitted a final plat to consolidate the Smart Middle School campus into a single parcel of land following the vacation of West 5th Street. The purpose of the subdivision is to facilitate the redevelopment of the school and establish necessary easements on the property.

City Council approved Ordinance No. 2024-305 on July 24, 2024, which vacated West 5th Street between Cedar Street and Howell Street. The vacation was subject to the following findings and conditions:

Findings:

1. Vacating the right-of-way facilitates the redevelopment of Smart Middle School.
2. All utilities within the public right-of-way will be removed or relocated prior to

development.

3. Based on the conceptual redevelopment plan for Smart Middle School, drop-off and pickup will be shifted onto school grounds.
4. Converting Cedar Street to two-way traffic will mitigate traffic concerns in the area.

Condition:

1. All existing utilities located within the right-of-way, which are subject to vacation, shall be granted access for the maintenance of such utilities until their relocation has been completed.

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation:

The subject property is designated as **Civic and Institutional** in the Davenport +2035 Land Use Plan. This land use category designation is reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside the Downtown (DT).

Relevant goals to be considered in this case: Strengthen the Existing Built Environment.

The proposed final plat complies with the Davenport +2035 proposed land use section.

Zoning:

The subject property is zoned **R-4C Single-Family and Two-Family Central Residential District**. This 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.

Technical Review:

1. Zoning: Lot 1 complies with the R-4C District dimensional standards. Future redevelopment of the property shall comply with setback requirements.
2. Streets: City Council adopted Ordinance No. 2024-305 in 2024, vacating West 5th Street from Cedar Street to Howell Street. Public right-of-way will not be dedicated as part of this plat. City Council has approved the conversion of Cedar Street to facilitate two-way traffic.
3. Stormwater: Stormwater detention and water quality are required for this subdivision and will be owned and maintained by the property owner.
4. Sanitary Sewer: The existing 12-inch public sanitary sewer in the vacated West 5th Street right-of-way will be relocated for the redevelopment of Smart Middle School. Public sanitary sewer lines are available on Cedar Street, 4th Street, Howell Street, and 6th Street.
5. Other Utilities: Normal utility services are available on this site.

6. Parks/Open Space: There are no impacts on parks/open space.

Public Input:

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Application
5. Ordinance 2024-305

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F25-06 being the request of Davenport Community School District for a final plat of F.L. Smart Middle School Subdivision, a 1-lot subdivision on 8 acres located at 503 Cedar Street.

WHEREAS, the Plan & Zoning Commission reviewed Case F25-06 at the May 18, 2025 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;
3. Remove building setback lines; and
4. Include a note stating, "Stormwater detention and water quality are required for this subdivision and shall be owned and maintained by the property owner."; 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 F.L. Smart Middle School Subdivision, an addition to the City of Davenport, Scott County, Iowa as filed with the City Clerk, by Davenport Community School District, 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 27th day of August, 2025.

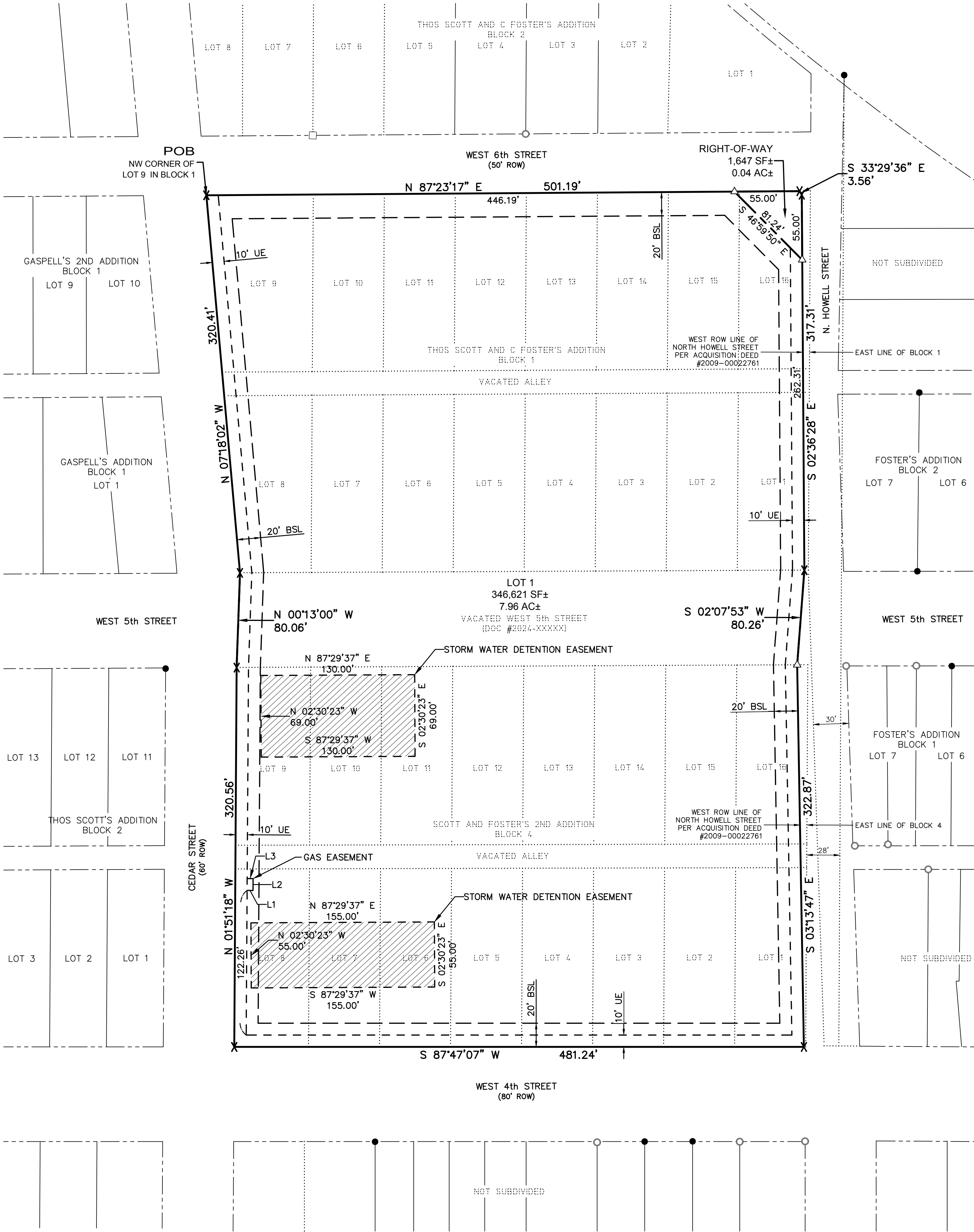
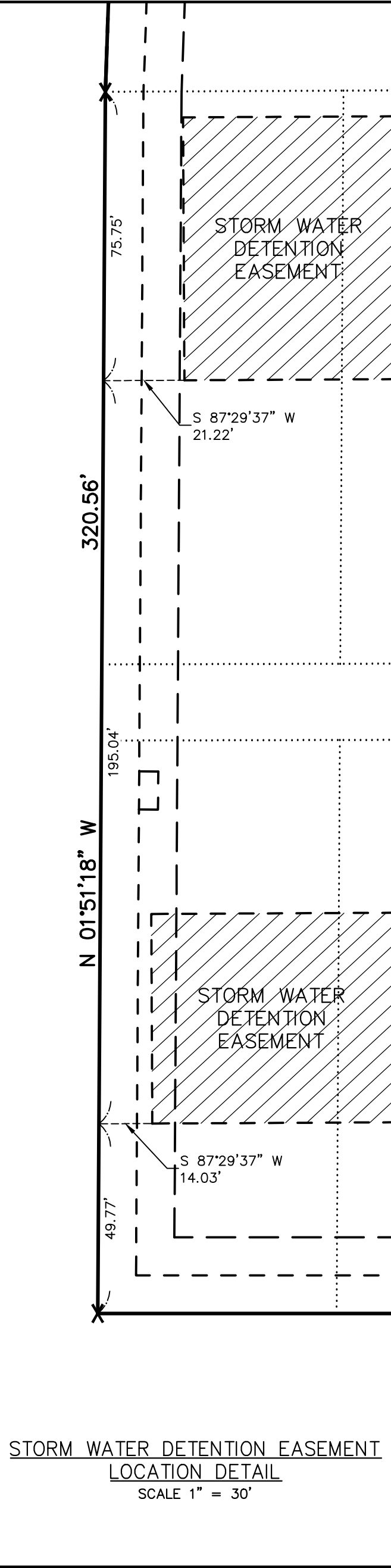
Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

DRAFT
02-18-2025

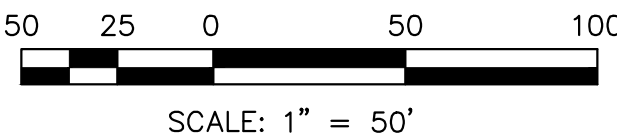


**FINAL PLAT
OF
F. L. SMART MIDDLE SCHOOL SUBDIVISION**

PART OF BLOCK 1 IN THOS SCOTT AND C FOSTER'S ADDITION,
PART OF BLOCK 4 IN SCOTT AND FOSTER'S 2ND ADDITION,
AND VACATED WEST 5TH STREET, IN THE CITY OF DAVENPORT,
COUNTY OF SCOTT, STATE OF IOWA
8.00 ACRES±

OWNER / DEVELOPER
Davenport Community School District
Street Address
Davenport, IA 52803
Attn: Name

BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)



LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- EXISTING LOT / DEED LINE
- EXISTING R.O.W. LINE
- UNDERLYING LOT LINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- MEASURED DIMENSION
- RECORDED DIMENSION
- 5/8" REBAR WITH CAP #13581, SET
- CUT "X" IN CONCRETE
- REBAR, FOUND
- REBAR WITH CAP #____, FOUND
- P.K. NAIL, FOUND
- P.K. NAIL, SET
- PIPE, FOUND

SURVEYOR'S NOTES

This Final Plat was prepared at the request of Davenport Community School District.

It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements, drainage areas and roadways that a complete title search would disclose.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this re-survey.

No investigation was made as apart of this re-survey to determine or show data concerning existence, size, depth, condition, capacity, or location of any utilities or municipal facilities, except as noted. Call Iowa One-Call at 1-800-292-8989 for information regarding these utilities or facilities.

Distances are listed in feet and decimal part of a foot.

All monuments shown hereon have been found or set.

Blanket underground easements granted for all primary and secondary electric cables, pad mounted transformers, electric transformers, primary cable, gas service, water service, sewer laterals, telephone service and cable T.V. to individual structures and street lights.

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	346,621 SF±	7.96 AC±
RIGHT OF WAY	1,647 SF±	0.04 AC±
TOTAL AREA	348,268 SF±	8.00 AC±

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°08'42" E	5.00'
L2	N 01°51'18" W	10.00'
L3	N 88°08'42" E	5.00'



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 I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Daryl A. Brickner, PLS No. 13581 Date
My license renewal date is December 31, 2021
No. of sheets covered by this seal: _____

EASEMENT NOTE

By signing this plat, each utility company listed below acknowledges that they quit claim their easement rights within vacated 5th Street and the vacated alleys that are contained within the boundary of this subdivision and accept in their place the new easements established by this subdivision plat.

MID AMERICAN ENERGY CO.

DATE: _____

CENTURY LINK

DATE: _____

IOWA-AMERICAN WATER CO.

DATE: _____

METRONET

DATE: _____

MEDIACOM

BY: _____

DATE: _____

PLANNING AND ZONING

BY: _____

DATE: _____

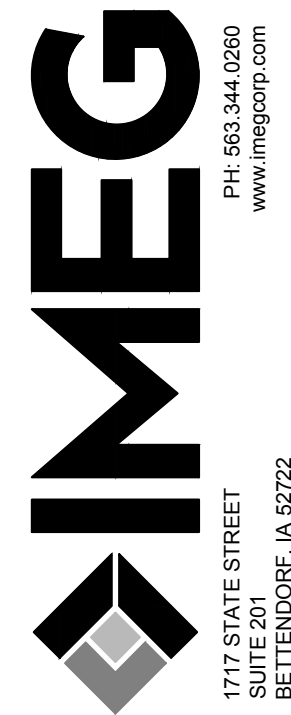
CITY OF DAVENPORT, IOWA

BY: _____

ATTEST: _____

DATE: _____

REVISIONS		DATE
No.	DESCRIPTION	



F. L. SMART MIDDLE SCHOOL SUBDIVISION
DAVENPORT, IOWA
FINAL PLAT

IMEG Project No:
24001000.01

File Name:
24001000-01 Utility.dwg

© COPYRIGHT 2025
ALL RIGHTS RESERVED

Field Book No:

Drawn By: DAB

Checked By: ***

Date: 02/18/2025

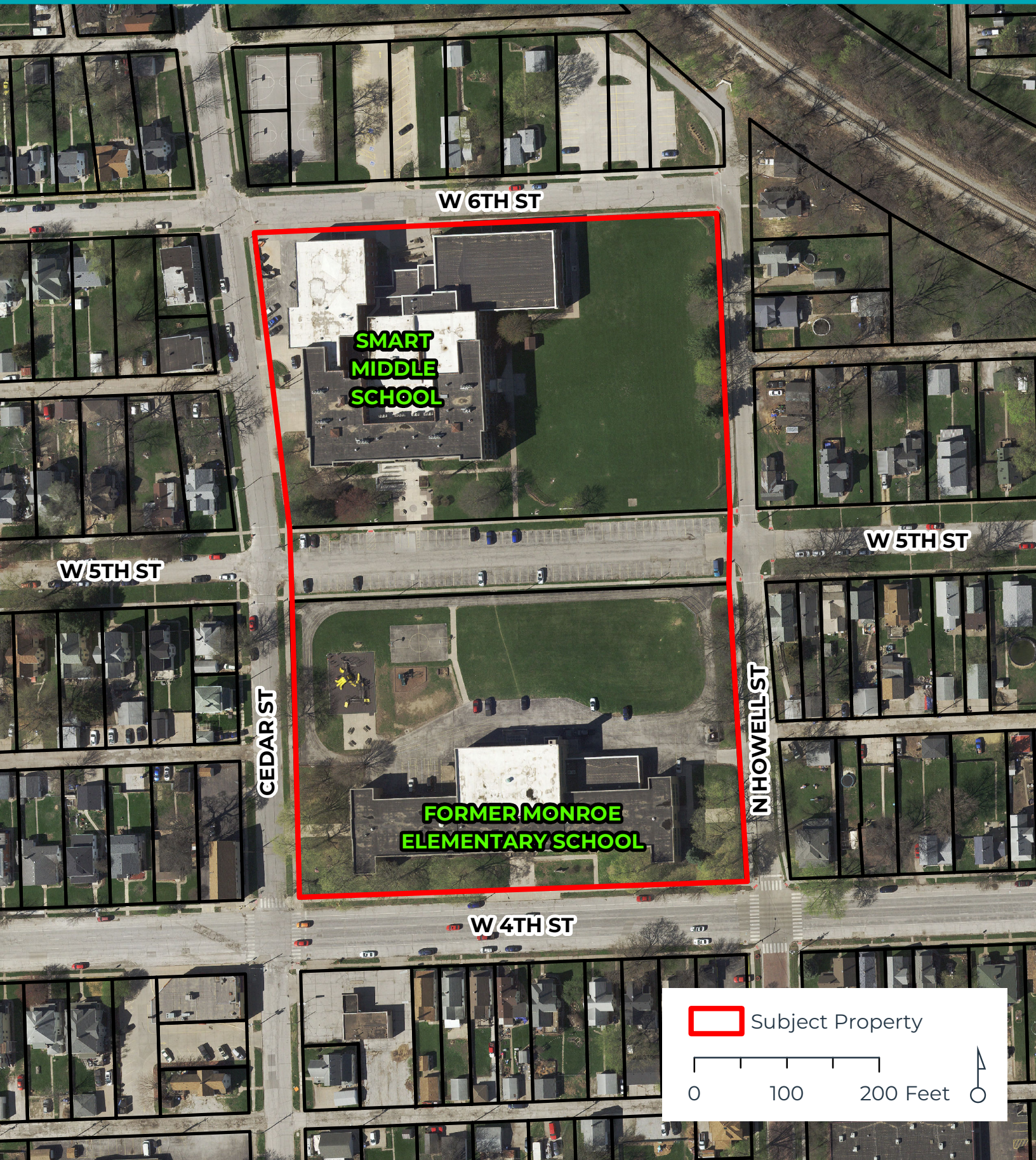
Sheet 1 of 1



THE CITY OF
DAVENPORT
IOWA | USA

Vicinity Map | Case F25-06

Request of Davenport Community School District for a Final Plat of F.L. Smart Middle School Subdivision. The 1-lot subdivision is located at 1934 West 5th Street on 8 acres. [Ward 3]



Subject Property

0 100 200 Feet



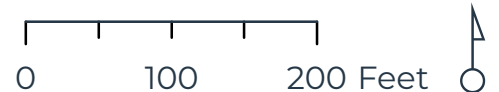


Zoning Map | Case F25-06

Request of Davenport Community School District for a Final Plat of F.L. Smart Middle School Subdivision. The 1-lot subdivision is located at 1934 West 5th Street on 8 acres. [Ward 3]



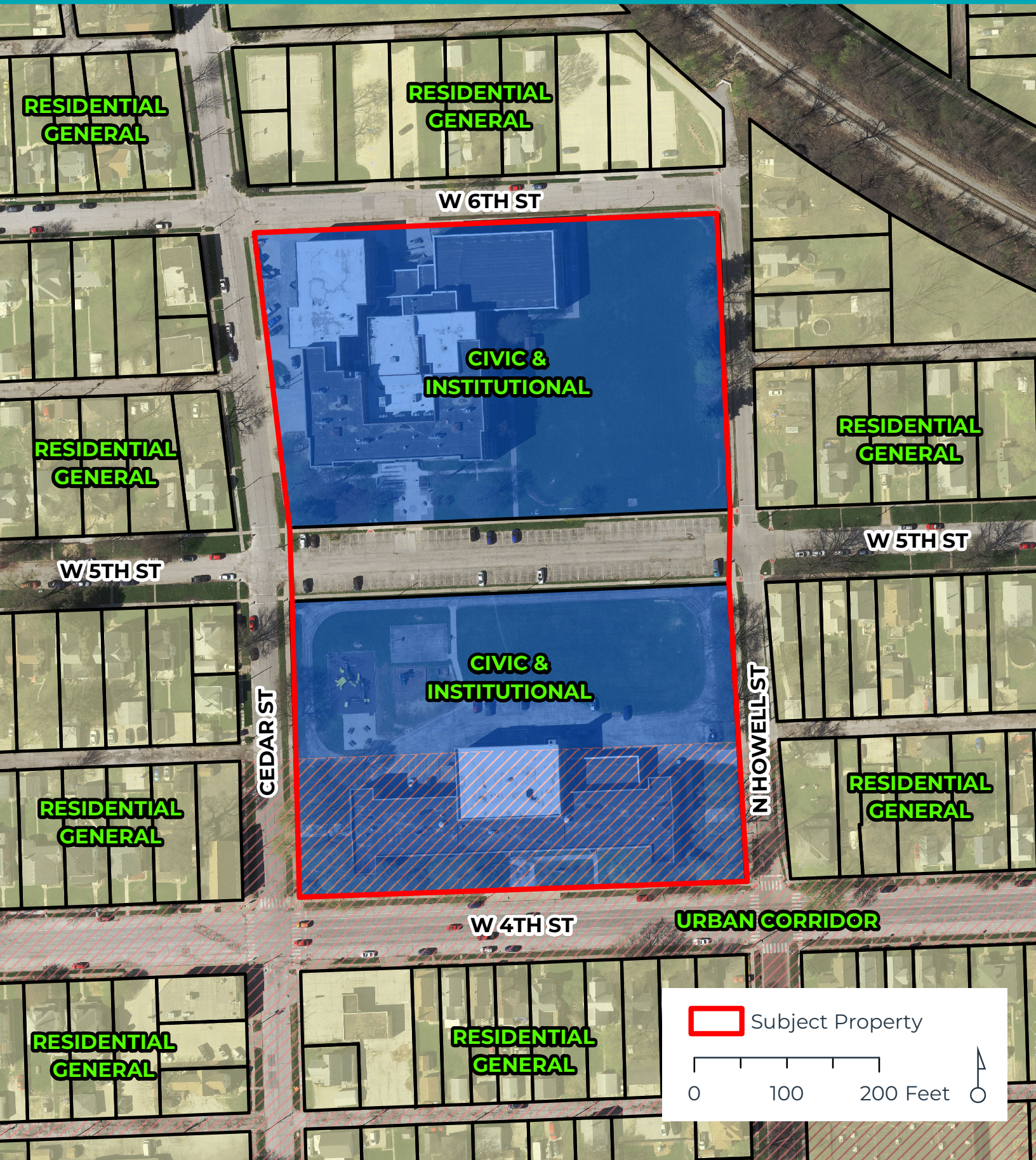
Subject Property





Future Land Use Map | Case F25-06

Request of Davenport Community School District for a Final Plat of F.L. Smart Middle School Subdivision. The 1-lot subdivision is located at 1934 West 5th Street on 8 acres. [Ward 3]





Complete application can be emailed to planning@ci.davenport.ia.us

Property Address*

***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Engineer (if applicable)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Architect (if applicable)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

Plan and Zoning Commission

- Zoning Map Amendment (Rezoning) ☐
Planned Unit Development ☐
Zoning Ordinance Text Amendment ☐
Right-of-way or Easement Vacation ☐
Voluntary Annexation ☐

Zoning Board of Adjustment

- Zoning Appeal ☐
Special Use ☐
Hardship Variance ☐

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 ☐

Administrative

- Administrative Exception ☐
Health Services and Congregate Living Permit ☐

Preliminary Plat – Required for subdivisions of four lots or more.

Property Location:

Part of Block 1 in Thos Scott and C Foster's Addition, Part of Block 4 in Scott and Foster's 2nd Addition, and Vacated West 5th Street, In The City of Davenport, County of Scott, State of Iowa.

Total Land Area: 8 Acres

Total Number of Lots: 1

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: ☐ Yes ☒ No

Submittal Requirements:

- The completed application form.
- Required fee:
 - Ten or fewer lots - \$400 plus \$25 per lot.
 - Eleven to twenty-five lots - \$700 plus \$25 per lot.
 - More than twenty-five lots - \$1,000 plus \$25 per lot.
- A PDF of the proposed plat at a scale of not less than one inch per one hundred feet, which depicts the following:
 - The location of existing property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on the land.
 - The proposed location and width of streets, alleys, lots, building setback lines and easements.
 - Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract and immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet shall be indicated in a general way upon the plat.
 - Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor.
 - The names and adjoining boundaries of all adjacent subdivisions and the names of record owners of adjoining parcels of unsubdivided land.
 - Existing contours with intervals of five feet or less.
 - North point, scale and date.
 - A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.

Final Plat – Required for subdivisions of two lots or more.

Property Location:

Part of Block 1 in Thos Scott and C Foster's Addition, Part of Block 4 in Scott and Foster's 2nd Addition, and Vacated West 5th Street, In The City of Davenport, County of Scott, State of Iowa.

Total Land Area: 8 Acres

Total Number of Lots: 1

Linear Feet of Streets Added: 0

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: ☐ Yes ☒ No

Submittal Requirements:

- The completed application form.
- Required fee:
 - Ten or fewer lots - \$400 plus \$25 per lot.
 - Eleven to twenty-five lots - \$700 plus \$25 per lot.
 - More than twenty-five lots - \$1,000 plus \$25 per lot.
- A PDF of the proposed final plat at a scale of not less than one inch per one fifty feet, which depicts the following:
 - The boundary lines of the area being subdivided with accurate distances and bearings.
 - The lines of all proposed streets and alleys with their width and names.
 - The accurate outline of any property which is offered for dedication for public use.
 - The lines of all adjoining lands and the lines of adjacent streets and alleys with their width and names.
 - All lot lines and an identification system for lots and blocks.
 - Building lines and easements for any right-of-way provided for public use, services or utilities, or excess storm water passageways with figures showing their dimensions.
 - All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a foot.
 - Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners.
 - All survey monuments and bench marks together with their descriptions.
 - Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument; points of compass; graphic scale of map; and name and address of owner or owners or the subdivider, or in the case of corporate ownership, the name and address of the registered agent of said corporation shall also appear on the plat;
- Prior to forwarding the proposed final plat to City Council:
 - One full size copy of corrected final plat with the original mylar/sepia and one reduced copy signed/stamped by the utility companies.
 - Executed platting certificates acceptable to the City of Davenport:
 - Acceptance by the City of Davenport.
 - Hold Harmless Agreement.
 - Assessment waiver (sidewalks and subdivision improvements).
 - Dedication of Owner.
 - Consent to platting where applicable.
 - Certificate of Attorney.
 - Surveyor's Certificate.
 - Certificate of County Treasurer.
 - Certificate of Subdivision Name by Scott County Auditor.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Preliminary Plat:

- (1) Application:
 - The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.
- (2) Plan and Zoning Commission's consideration of the proposed preliminary plat:
 - Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
 - The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.
- (3) City Council's consideration of the proposed preliminary plat:
 - The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Final Plat:

- (1) Application:
 - The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.
- (2) Plan and Zoning Commission's consideration of the proposed final plat:
 - Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
 - The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.
- (3) City Council's consideration of the final plat:
 - Prior to forwarding the petition to the City Council, the following must be provided to the Community Planning and Economic Development Department:
 - One full size copy of the corrected final plat and one reduced copy of the corrected final plat signed/stamped by the utility companies.
 - Executed platting certificate.
 - The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.
- (4) Recordation:
 - After the Mayor signs the approved final plats and Acceptance by the City of Davenport, the final will be released to the Surveyor to obtain and return 21 full size copies to the Community Planning and Economic Development Department.
 - After the 21 copies are returned, two copies of the final plat and platting certificates will be released to the petitioner.
 - It is the petitioner's responsibility to record the final plat with the Scott County Recorder's Office.

Joseph E. Reagan

Petitioner: Joseph Reagan

Date: 2-20-25

By typing your name, you acknowledge and agree to the aforementioned procedure and requirements.

Received by:

Date:

Planning staff

Date of Plan and Zoning Commission Public Hearing:

Plan and Zoning Commission meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

ORDINANCE NO. 2024-305

AN ORDINANCE FOR CASE ROW24-03 BEING THE REQUEST OF THE DAVENPORT COMMUNITY SCHOOL DISTRICT TO VACATE WEST 5TH STREET BETWEEN CEDAR STREET AND HOWELL 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 West 5th Street, located in the southwest quarter of Section 27, Township 78 North, Range 3 East of the 5th Principal Meridian, between Cedar Street on the west, North Howell Street on the east, Block 1 of Thos Scott and C. Foster's Addition on the north and Block 4 of Scott and Foster's 2nd Addition on the south, in the city of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Beginning at the northwest corner of said Block 4;

Thence North 00 degrees 13 minutes 00 seconds West, a distance of 80.06 feet to the southwest corner of said Block 1;

Thence North 87 degrees 30 minutes 43 seconds East along the south line of said Block 1, a distance of 476.81 feet to the west right of way line of North Howell Street as described in Deed Document #2009-00022761 Tract H0062-43;

Thence South 02 degrees 07 minutes 53 seconds West, a distance of 80.26 feet to the intersection of the north line of said Block 4 and the west right of way line of North Howell Street as described in Deed Document #2009-00022761 Tract H0062-10;

Thence South 87 degrees 30 minutes 43 seconds West along said north line, a distance of 473.52 feet to the Point of Beginning.

The above-described parcel contains 38,013 square feet, more or less as shown by the attached Right of Way Vacation Plat.

For the purpose of this description Bearings are based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (2011 Adjustment).

Section 2. At its June 4, 2024 meeting, the Plan and Zoning Commission unanimously recommended Case ROW24-03 be forwarded to the City Council with a recommendation for approval subject to the listed findings and condition.

Findings

1. Vacating the right-of-way facilitates the redevelopment of Smart Middle School.
2. All utilities within the public right-of-way will be removed or relocated prior to development.
3. Based on the conceptual redevelopment plan for Smart Middle School, drop-off and pickup will be shifted onto school grounds.
4. Converting Cedar Street to two-way traffic will mitigate traffic concerns in the area.

Condition

1. All existing utilities located within the right-of-way, which are subject to vacation, shall be granted access for the maintenance of such utilities until their relocation has been completed.

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 June 26, 2024

Second Consideration July 10, 2024

Approved July 24, 2024

Published in *The Quad-City Times* on August 5, 2024


Mike Matson
Mayor




Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution setting a Public Hearing on the proposed conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings, LLC, Petitioner. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

Heights Holdings LLC is the owner of the old Village Theatre at 2113 East 11th Street. The intent is to rehabilitate the building into a community center. As part of the rehabilitation project, there is a proposal to add a concrete terrace to the south facade. A rendering of the proposed terrace is provided below.



The proposed area for the terrace is on unused land adjacent to the public parking lot on the corner of River Drive and Mound Street (see attached location map). The Petitioner proposes to purchase the 15 feet directly south of the existing building. The land has been appraised for \$1,500 and the petitioner proposes to pay the full appraisal amount.

Adoption of this Resolution will authorize staff to publish a notice to advertise a Public Hearing on the proposed conveyance of the 15x49 foot area (735 square feet) to be held at the September 3, 2025 Committee of the Whole meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Attachments:

1. Resolution
2. Location Map
3. Proposed Conveyance Plat of Survey

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION setting a Public Hearing on the proposed conveyance of 735 square feet of City-owned property located directly south of 2113 East 11th Street to Heights Holdings LLC, Petitioner.

WHEREAS, the City of Davenport owns the parking lot located northeast of the intersection of River Drive and Mound Street; and

WHEREAS, Heights Holdings LLC desires to purchase the 15 feet directly south of the property located at 2113 East 11th Street with the intent to construct an outdoor terrace; and

WHEREAS, the City of Davenport desires to sell its interest in 735 square feet in the northeast corner of the parking lot of the aforementioned real estate; and

WHEREAS, Iowa law requires a city to hold a Public Hearing prior to conveying its interest in real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing on the proposed conveyance of 735 square feet of City-owned property located directly south of 2113 East 11th Street to Heights Holdings LLC, Petitioner, shall be held on September 3, 2025 at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



THE CITY OF
DAVENPORT
IOWA | USA

Village Theatre Proposed Conveyance

E 11TH ST

E0035-02
SCHNELL PROPERTIES
2107 E 11TH ST

E0035-01B
HEIGHTS HOLDINGS LLC
2113 E 11TH ST

**Lindsay
Park**

E0035-05
BOARD OF PARK COMMISSIONERS

E0035-04
MOUND STREET DEVELOPMENT LLC
1019 MOUND ST

**Village
Theatre**

49'

15'

**Proposed
Conveyance
Approx. 735 Sq Ft**



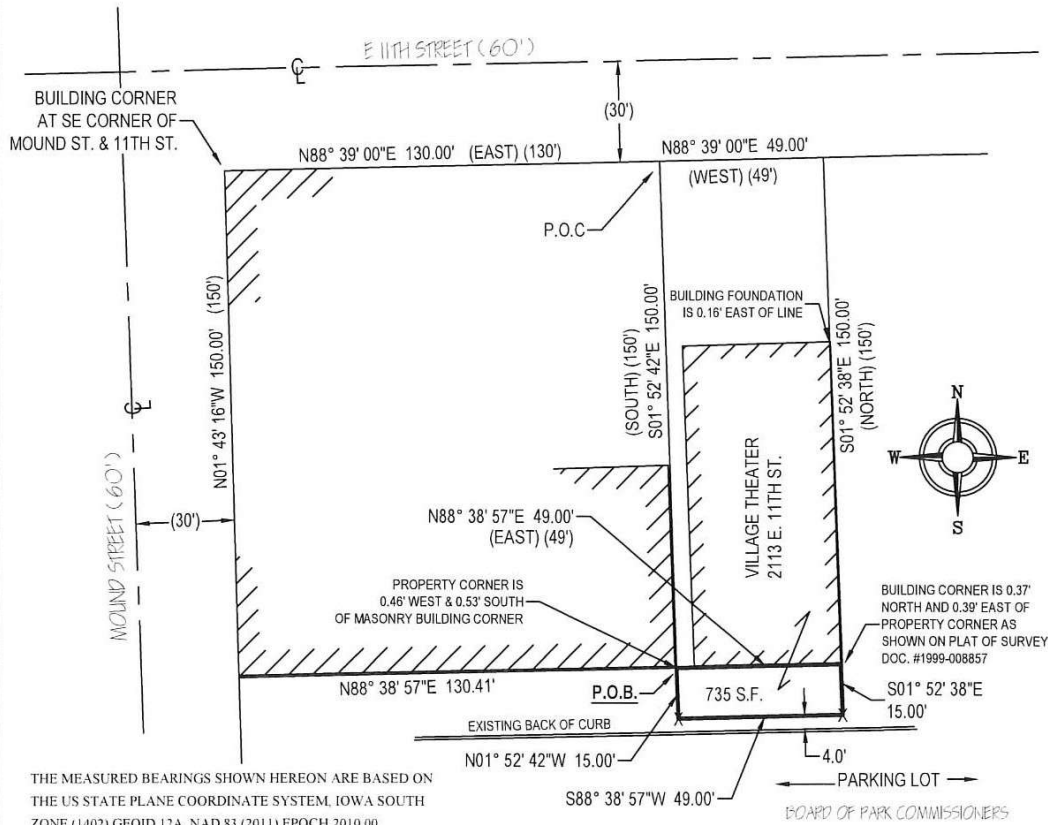
Feet
0 10 20 30 40 50

PLAT SURVEY

PREPARED BY / RETURN TO: Townsend Engineering, 2224 E. 12th Street, Davenport, Iowa 52803 (563) 386-4236

PLAT OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF EAST 11TH STREET (FORMERLY EDDY STREET) IN THE CITY OF DAVENPORT, IOWA, 130 FEET EAST OF MOUND STREET; THENCE SOUTH 01° 52' 42" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88° 38' 57" EAST, A DISTANCE OF 49.00 FEET; THENCE SOUTH 01° 52' 38" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88° 38' 57" WEST, 49.00 FEET; THENCE NORTH 01° 52' 42" WEST TO THE POINT OF BEGINNING, CONTAINING 735 SQUARE FEET, MORE OR LESS AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



PREPARED FOR:
HEIGHTS HOLDINGS LLC
5700 E. 53RD STREET
DAVENPORT, IA 52807

TOWNSEND

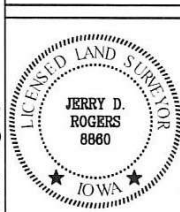
386-4236 386-4231
2224 E. 12th Street, Davenport, Iowa 52803

(IN FEET)
1" = 40' (8.5x14)

LEGEND

DEED DIMENSION = (0.00)
FIELD DIMENSION = (0.00)
MONUMENTS FOUND
AS NOTED =
MONUMENTS SET
#5 REBAR W/ PINK CAP #8860 =
BOUNDARY LINE =
SET CUT "X" =
EASEMENT LINE =
SETBACK LINE =
SECTION LINE =

REVISIONS:	DATE:



DATE:
5/16/2025

DRAWN BY: KLC
CHECKED BY: JDR
DRAWING LOCATION:
S:\RUSSELL, MICHELLE\VILLAGE THEATER

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

Jerry D. Rogers
JERRY D. ROGERS Date: 5/16/2025
Iowa License Number: 8860
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: 1

City of Davenport

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

Action / Date
8/27/2025

Subject:

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

Davenport Community School District; High School Football Games; Brady Street Stadium | 3603 North Brady Street; 3:45 p.m. - 9:00 p.m. various dates August - October 2025; **Closure:** East 36th Street from Brady Street to west of the easternmost entrance to the stadium parking lot. [Ward 7]

St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 6:00 a.m. - 6:00 p.m. Sunday, September 7, 2025; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 20, 2025 - 10:00 a.m. Sunday, September 21, 2025; **Closure:** easternmost travel lane on Brady Street from 8th Street to Palmer Drive. [Ward 3]

St. Paul the Apostle; Back to School Block Party; 1007 East Rusholme Street; 12:00 p.m. - 10:00 p.m. Saturday, September 20, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

Jason DeNoyer; Quad Cities Marathon; 5:00 a.m. - 1:00 p.m. Sunday, September 28, 2025; **Closure:** eastbound 2nd Street from the Government Bridge to the Centennial Bridge. [Ward 3]

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.

Davenport Community School District | Alderwoman Lynch and Alderman Gripp agreed to add this to the agenda in order for the request to be approved in time for the first four games.

QC Marathon | This year's race route has changed due to the closure of the Riverfront Trail for the Main Street Landing construction project. Members of the race committee are coordinating with the Downtown Davenport Partnership to help notify properties along 2nd Street about the new route. Volunteers and/or Davenport Police officers will be stationed along the course to assist with traffic and allow vehicles to pass through during gaps between runners.

Attachments:

1. Resolution

2. DCSD HS Football Games Closure Map
3. DCSD HS Football Games Dates
4. St. Anthony's Parish Festival Closure Map
5. Palmer Homecoming Closure Map
6. St. Paul the Apostle Back to School Block Party Closure Map
7. QC Marathon Closure Map

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

*Davenport Community School District; High School Football Games; Brady Street Stadium | 3603 North Brady Street; 3:45 p.m. - 9:00 p.m. various dates August - October 2025; **Closure:** East 36th Street from Brady Street to west of the easternmost entrance to the stadium parking lot. [Ward 7]*

*St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 6:00 a.m. - 6:00 p.m. Sunday, September 7, 2025; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]*

*Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 20, 2025 - 10:00 a.m. Sunday, September 21, 2025; **Closure:** easternmost travel lane on Brady Street from 8th Street to Palmer Drive. [Ward 3]*

*St. Paul the Apostle; Back to School Block Party; 1007 East Rusholme Street; 12:00 p.m. - 10:00 p.m. Saturday, September 20, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]*

*Jason DeNoyer; Quad Cities Marathon; 5:00 a.m. - 1:00 p.m. Sunday, September 28, 2025; **Closure:** eastbound 2nd Street from the Government Bridge to the Centennial Bridge. [Ward 3]*

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

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

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

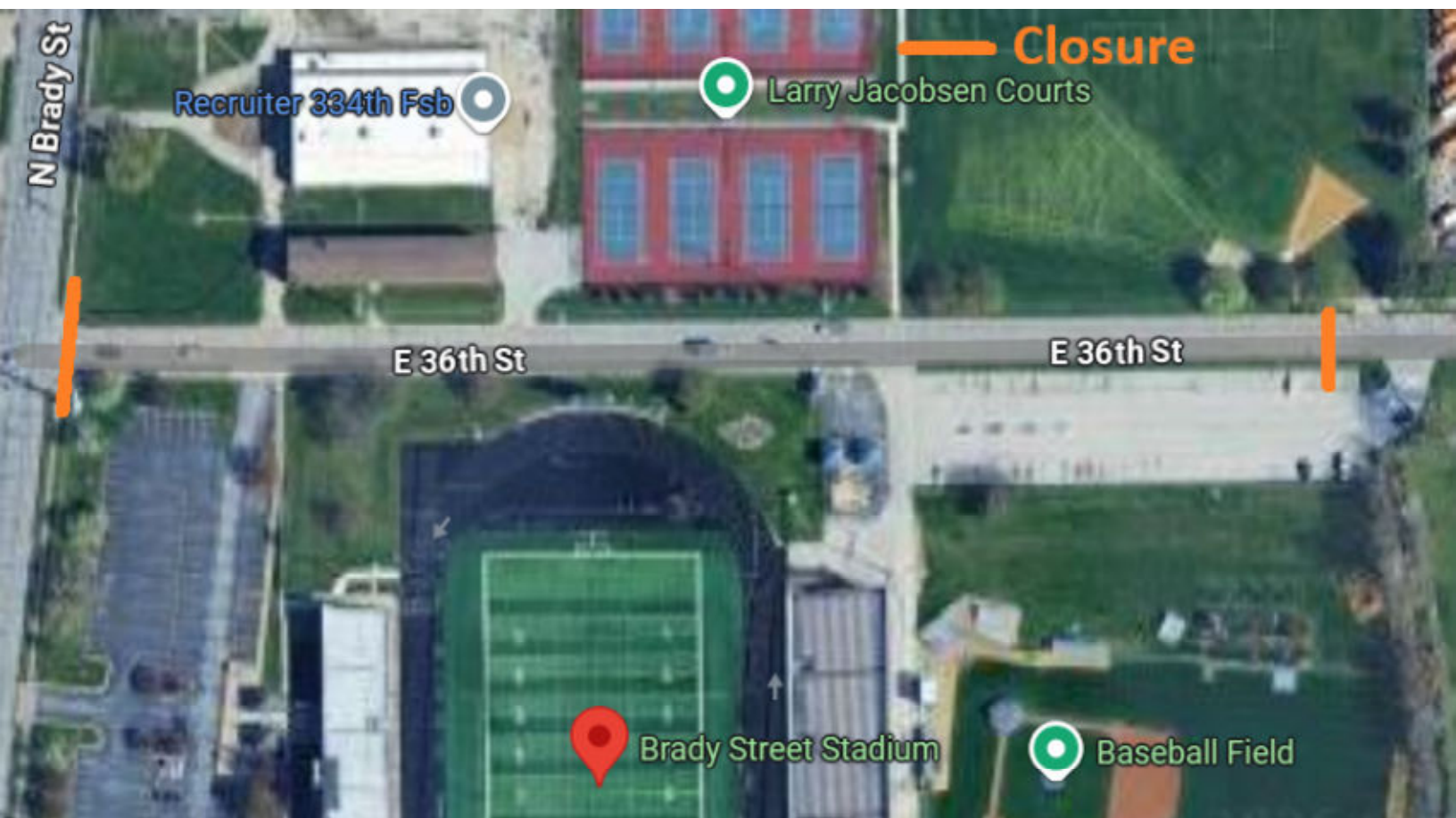
Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



DCSD HS Football Game Dates for Brady Stadium.

3:45 – 9:00 (street closure)

5:00 – 8:30 (event time)

Dates Needed:

8.28.25 – Submitted on application

8.29.25

9.4.25

9.5.25

9.12.25

9.19.25

9.25.25

9.26.25

10.3.25

10.9.25

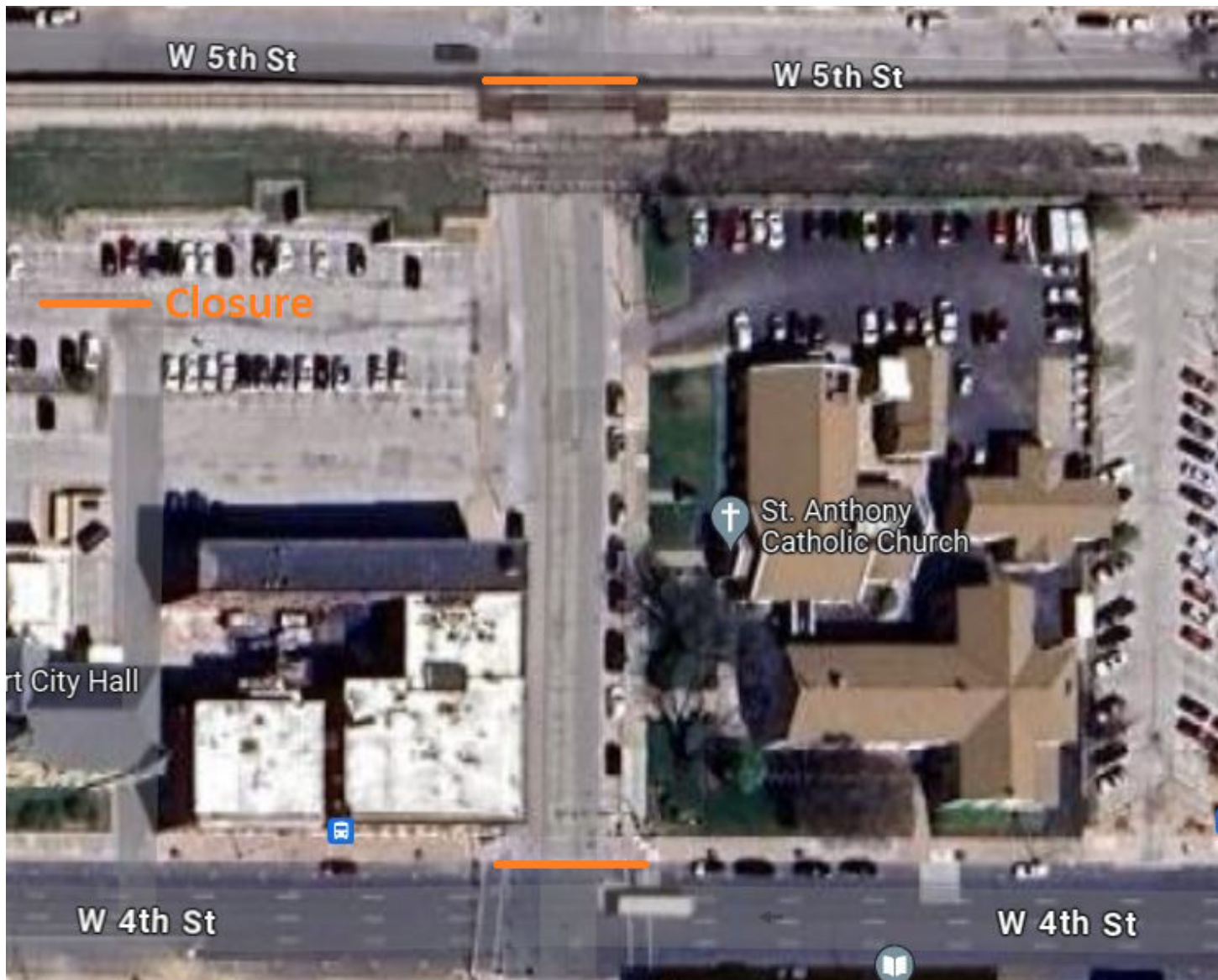
10.10.25

10.17.25

10.24.25 – Submitted on application









er Dr

Palmer Dr

Palmer Dr

461

E 60

The Palmer Family Residence

KWQC

St

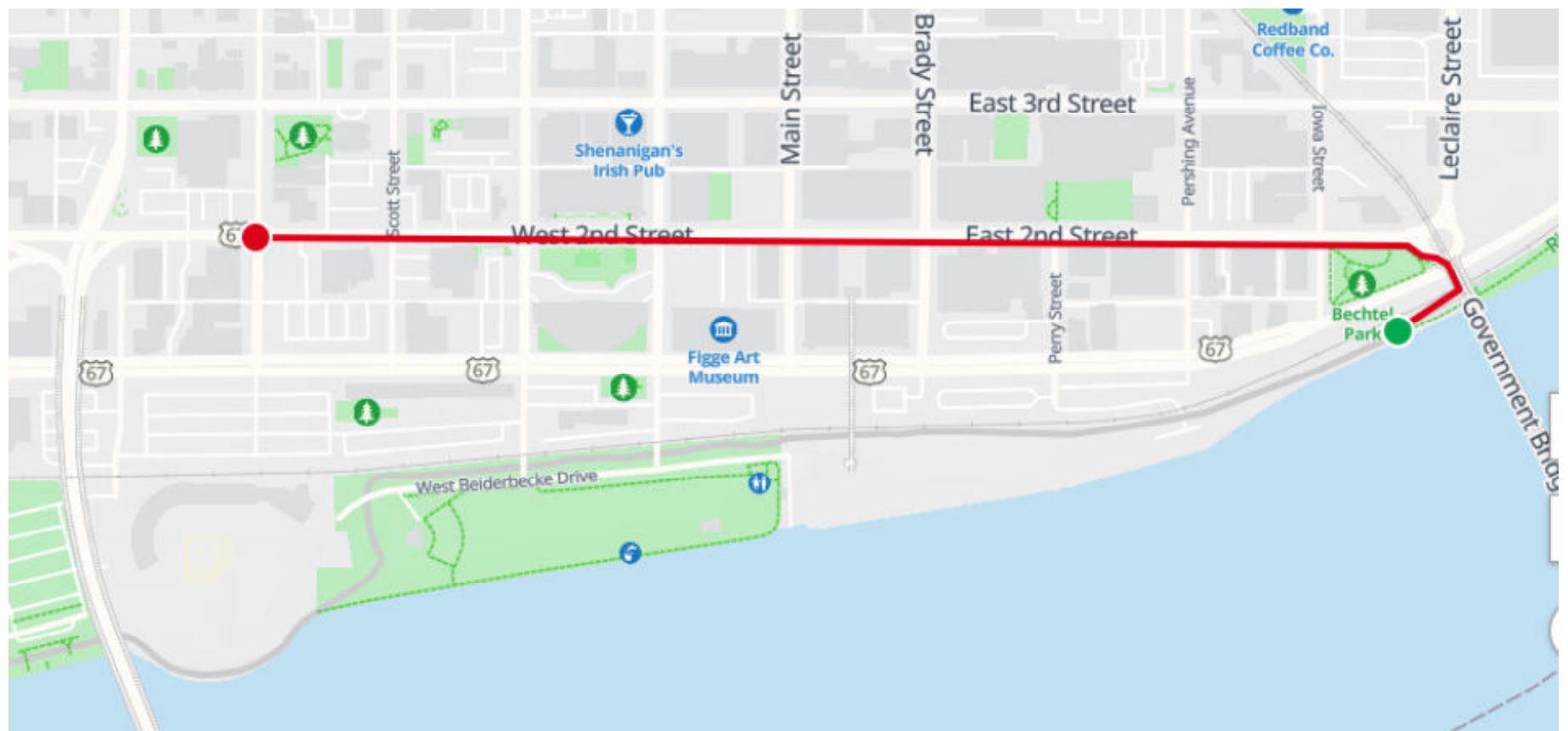
W 8th St

Brady St

St. Paul the Apostle Back to School Block Party



— Closure



City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution accepting work completed under the Fairmount Community Center project by Precision Builders, Inc in the amount of \$2,830,402.01, CIP #ARP09. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The project involved the construction of a new one-story, non-separated mixed-use community center located on the existing site of the Fairmount branch of the Davenport Public Library to enhance community access to recreation, educational, and social programming with a modern, flexible space. The standalone facility encompasses approximately 4,377 square feet and includes an entrance vestibule, lobby, and reception area; private office space; kitchenette; half-court basketball area; open multipurpose room; storage and utility rooms; and restroom facilities.

The total cost was \$2,830,402.01 funded in CIP #ARP09.

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 Fairmount Community Center project by Precision Builders, Inc of Bettendorf, Iowa in the amount of \$2,830,402.01, CIP#ARP09.

WHEREAS, the City entered into a contract with Precision Builders, Inc of Bettendorf, Iowa for the Fairmount Community Center 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 for the project was \$2,830.402.01.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Fairmount Community Center project by Precision Builders, Inc of Bettendorf, Iowa in the amount of \$2,830,402.01 is hereby accepted.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution awarding a contract for the Fairmount Library Roofing Project to Sterling Commercial Roofing, Inc, of Sterling, Illinois in the amount of \$399,100, CIP #23093. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on July 10, 2025, and sent to contractors. On July 30, 2025, the Purchasing Division opened and read four (4) responsive and responsible bids. Sterling Commercial Roofing, Inc of Sterling, Illinois was the lowest responsive and responsible bidder and is recommended for contract award.

The proposed improvements include, but are not limited to, the furnishing of all labor, materials and equipment necessary for the replacement of the existing roof at the Fairmount Library located at 3000 North Fairmount Street.as indicated in the plans and specifications.

This project is funded through CIP #23093 | Fairmount Library | Roof Replacement.

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 Fairmount Library Roof Replacement project to Sterling Commercial Roofing, Inc of Sterling, Illinois in the amount of \$399,100, CIP #23093.

WHEREAS, the City needs to contract for the Fairmount Library Roof Replacement project; and

WHEREAS, Sterling Commercial Roofing, Inc of Sterling, 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 Fairmount Library Roof Replacement project is hereby awarded to Sterling Commercial Roofing, Inc of Sterling, Illinois in the amount of \$399,100.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution awarding a one-year contract, with one possible one-year extension, for Long-Line Pavement Marking to Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois in the amount of \$249,490. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on July 14, 2025, and sent to contractors. On August 4, 2025, the Purchasing Division opened and read two (2) responsive and responsible bids. Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder and is recommended for award.

This contract is for repainting existing lines on City streets and Iowa Department of Transportation (IDOT) streets within City limits. City streets are painted twice per year, and IDOT streets are painted once per year. IDOT will reimburse the City for their portion of the contract.

This contract is funded through the Traffic Engineering Road Use Tax 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 one-year contract, with one possible one-year extension, for Long-Line Pavement Marking to Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois in the amount of \$245,980.

WHEREAS, the city needs to contract for the Long-Line Pavement Marking services; and

WHEREAS, Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a one-year contract, with one possible one-year extension, for Long-Line Pavement Marking is hereby awarded to Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois in the amount of \$245,980.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution awarding a contract for engineering services for the Silver Creek, Robbin Creek, and Northpark Sewer Basin Lining and Manhole Rehabilitation Program to Strand Associates, Inc of Madison, Wisconsin in the amount of \$112,000, CIP #30066. [Wards 2, 7, & 8]

Recommendation:

Adopt the Resolution.

Background:

Earlier this year, the City completed three sanitary sewer evaluation studies (SSES) within three basins located primarily in northwest Davenport: Silver Creek, Robbin Creek, and Northpark. The purpose of these studies was to evaluate the condition and performance of the sanitary sewer system, identify sources of infiltration and inflow (I&I), assess system capacity during wet weather events, and recommend cost-effective improvements and repairs. Field investigations included flow and rainfall monitoring, manhole inspections, smoke testing, and closed-circuit television (CCTV) inspections.

The City needs to hire a qualified engineering firm to put together necessary specifications for bidding purposes in order to immediately implement many of the recommendations from the reports. This includes the rehabilitation of approximately 100 manholes and the lining of approximately 41,000 feet of sanitary sewer lines as identified in these reports as needing repair. The rehabilitation of manholes is an excellent cost-effective method to reducing I&I into the system while cured-in-place pipe (CIPP) lining provides structural stability to existing pipes while also removing sources of I&I.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding contract for engineering services for the Silver Creek, Robbin Creek, and Northpark Sewer Basin Lining and Manhole Rehabilitation Program to Strand Associates, Inc of Madison, Wisconsin in the amount of \$112,000, CIP #30066.

WHEREAS, the City needs to hire a qualified engineering firm to put together necessary construction specifications for bidding purposes; and

WHEREAS, Strand Associates, Inc of Madison, Wisconsin will provide the necessary technical expertise to produce biddable design and specifications for the work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the Silver Creek, Robbin Creek, and Northpark Sewer Basin Lining and Manhole Rehabilitation Program is hereby awarded to Strand Associates, Inc of Madison, Wisconsin in the amount of \$112,000.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fire Station 4 Roof Replacement project, CIP #23092. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

This project will replace the roof of Fire Station 4 located at 1805 East Locust Street. The work shall include, but not be limited to, the furnishing of all labor, materials, and equipment for the demolition and replacement of the existing roof; maintenance of masonry; fully adhered EPDM; wood blocking; curbing; sheet metal flashing and trim; roof drain replacement; and other related roofing and accessories.

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 Fire Station 4 Roof Replacement project, CIP #23092.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Fire Station 4 Roof Replacement 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 Fire Station 4 Roof Replacement project.

Passed and approved this 27th day of August, 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
8/27/2025

Subject:

Resolution approving the purchase of one Ford Transit van and four Ford trucks from Stivers Ford of Waukeg, Iowa in the amount of \$237,168.50 using State of Iowa Department of Administrative Services contract #23033A. [All Wards]

Recommendation:

Approve the Resolution.

Background:

These purchases are for the FY 2026 vehicle replacement program. All vehicles will be assigned to the Public Works Department and replace vehicles that are scheduled for replacement. Cost breakdown, replacement data, and users are as follows:

- One Ford Transit van will be used by Facilities and will replace a 2003 van. It will be funded with Local Sales Tax 530302 funds.
- One Ford F-250 will be assigned to the Natural Resources Division and will replace a 1999 model year truck. It will be funded with Natural Resources 530302 funds.
- Two F-350 trucks will be assigned to the Streets Division and will replace 2009 models that are scheduled for replacement. These will be funded with Road Use Tax 530302 funds.
- One Ford F-450 chassis truck will be assigned to the Sewers Division and will replace a 2009 model scheduled for replacement. It will be funded with Sewer 530302 funds.

Attachments:

1. Resolution
2. Transit Van Quote
3. F-250 Quote
4. F-350 Quote X2
5. F-450 Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of one Ford Transit van and four Ford trucks from Stivers Ford of Waukee, Iowa in the amount of \$237,168.50 using State of Iowa Department of Administrative Services contract #23033A.

WHEREAS, the City needs to purchase one Ford Transit van and four Ford trucks for the Public Works Department; and

WHEREAS, Stivers Ford of Waukee, Iowa was awarded State bid #23033A as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of one Ford Transit van and four Ford trucks from Stivers Ford of Waukee, Iowa in the amount of \$237,168.50 using State of Iowa Department of Administrative Services contract #23033A is hereby approved.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

DRW - FWD/RWD DRW - AWD SRW - FWD/RWD SRW - AWD

FVN Group 4 - Full Size Ext. Heavy Duty Cargo Van, High Height Roof
2-Passenger, Automatic Transmission
Examples: Transit 350

STIVERS

Make:	FORD	FORD	FORD	FORD
Model Name:	TRANSIT 350 EL	TRANSIT 350 EL	TRANSIT 350	TRANSIT 350
Exact Model Code:	F4X	F4U	W5K	W5U
Trim Pkg. Common Name:	XL	XL	XL	XL
Exact Trim Pkg. Code:	101A	101A	101A	101A
Engine Code:	938	938	938	938
Transmission Code:	84U	84U	84U	84U
Med. Or High Roof:	HIGH	HIGH	HIGH	HIGH
Cargo Capacity (CU/FT):	487.3	487.3		
Payload Capacity:	3968	3769	3968	3769

BASE VEHICLE SPECIFICATIONS

Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating	9,000 minimum GVWR	STATE GVWR: 9950
Interior Roof Height	High Height Roof minimum 110"	STATE INTERIOR HEIGHT: 81.5
Wheelbase	Minimum 147 inch	STATE WHEELBASE: 148
Engine	V6 Gas Engine; if V6 engine is available in EBS FFV, it must be provided; V8 EBS FFV Engine	Cylinders: 6 Liters: 3.5 HP: 275 Torque: 260 (Notes: 201)
Engine Block Heater		STD
Drive Axle		
Rear Axle	Limited Slip/Locking Differential	STATE RATIO: 4.10 (LIMITED SLIP STD)
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power door locks with remote keyless entry	STD
Key Sets with Fobs	2 Fobs with push button start or 2 keys and fobs w/o push button start	STD
Doors	Curb side slider with rear rear swing doors and privacy glass	
Windows	Power	STD
Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
License Plate Holders	Front and Rear License Plate Holders	STD
Mirrors	Power, Heated	545
Floor		
Floor Covering	Rubber or vinyl front floor covering	STD
Interior		
Air Conditioning	AC with all required options	STD
Auxiliary Heater and Air Conditioner	Rear Cargo Area is available must provide	206 AC FRONT AND REAR HEAT FRONT ONLY
Seatbelts	Dealer installed when factory installed is not available	STD (Factory installed? YES)
Interior	Standard interior insulation/trim package, full headliner, front and rear dome lamps. Rear cargo to include: door-side wall panels & dome lamps. Front bucket seats w/arm rests and cloth upholstery	HEADLINER IN FRONT ONLY, REAR LED LIGHTS ON C PILLAR,
Radio	AM/FM with internal clock	STD
Steering Column	Tilt with cruise control	STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Exterior Running Lights		845
Reverse Backup Camera		STD
Reverse Sensing System	Factory preferred but dealer installed acceptable	638 (Factory installed? YES)
Seating		
Seats	Front high back bucket seats with cloth upholstery	21C
Cargo Area	Behind front bucket seats	STD
Tires & Wheels		
Tires	All Season Radial	STD
Spare	OEM or dealer mounted. Indicate if spare tire is full size	YES

	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR FWD/RWD:	
	Delivery Cost to Department of Administrative Services, Des Moines	
FVN GROUP 4.1	TOTAL VEHICLE PRICE INCLUDING DRW FWD/RWD BASE COST AND DELIVERY:	\$52,508.00
FVN GROUP 4.3	TOTAL VEHICLE PRICE INCLUDING SRW FWD/RWD BASE COST AND DELIVERY:	\$52,470.00
	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR AWD:	
	Delivery Cost to Department of Administrative Services, Des Moines	
FVN GROUP 4.2	TOTAL VEHICLE PRICE INCLUDING DRW AWD BASE COST AND DELIVERY:	\$57,146.00
FVN GROUP 4.4	TOTAL VEHICLE PRICE INCLUDING SRW AWD BASE COST AND DELIVERY:	\$55,998.00

FVN Group 4 - Full Size Ext. Heavy Duty
Examples: Transit 350

Page 2

STIVERS

ADDITIONAL OPTIONS

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	COST
Engine Upgrade	Largest gas engine (EBS if available) in lieu of base engine - include all required options and other pertinent information.	Cylinders: 6 Liters: 3.5 TURBO HP: 210 Torque: 400	\$1,775.00
	EBS FFV Engine?	201	
Electrical			
PowerPoint	12V, one located in the rear of the vehicle	87A	\$15.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start or 2 keys and fobs w/o push button start	86F	\$75.00
Exterior			
Mirrors	Power heated	545) DEDUCT COST:	\$125.00
Trailer Brake Controller	OEM integrated. Factory installed preferred, if available must provide; dealer installed acceptable when factory installed not available.	STD	\$405.00
Trailer Tow Package	Class IV receiver hitch, 2-inch shaft, 7 wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when factory installed not available.	138	\$485.00
Interior			
Full Interior Liner Package	Adrian Steel or pre-approved equal. Must be compatible with OEM cargo area door window packages (not windows all around). Must include full door/side wall panels, front bulkhead, full headliner, front and rear dome lamps, full rubber cargo area floor mat. Quality shall be indistinguishable from OEM.	960 4TU FACTORY BULKHEAD AND FACTORY LINER. DOES NOT INCLUDE HEADLINER BEHIND B PILLAR. BULKHEAD WITH WINDOW	\$1,460.00
Safety			
Backup Alarm	Backup Alarm, Factory preferred but dealer installed acceptable	638 (Factory installed? YES)	\$150.00
Adaptive Cruise Control		90D	\$625.00
Cross-Traffic Alert and Trailer Coverage	BLIS or equivalent system.	93A	\$795.00
Forward Collision Warning		STD	\$0.00
Lane Keeping System		79C	\$35.00
Post Collision Braking		STD	\$0.00
Pre-Collision Assist (AEB)	Pre-Collision Assist with Auto Emergency Brake	STD	\$0.00
Rear Park Assist		94B	\$895.00
Reverse Sensing System	Factory installed preferred, if available must provide; dealer installed acceptable when factory installed not available.	638 (Factory installed? YES)	\$295.00

Tonneau Cover	Hard surface, locking; dealer installed acceptable	21E		\$1,200.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	53B		\$300.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD	Factory installed? Y	STD
Trailer tow package #2	Gooseneck Trailer Hitch; Includes 7 way trailer wiring, steel, powder coated finish(if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	151 and 53W	Factory installed? Y	\$800.00
Floor				
Floor Mats	All Weather	DLR		\$250.00
Safety				
Alarm	Backup alarm, Factory preferred but dealer installed acceptable	76C	Factory installed? Y	\$220.00
Reverse Sensing System	Factory preferred but dealer installed acceptable	NA	Factory installed?	NA
Suspension				
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.		Factory installed? Y 473	\$250.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		1
DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa		Per Mile Charge	\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA.	Enter miles in whole number:	177	\$619.50
			Base Truck:	\$59,803.00
			Options:	(\$7,410.00)
			Delivery:	\$619.50
			Total:	\$53,012.50

HPU Group 2 - Standard Cab 4X4 Heavy Pickup, Automatic Transmission Make: Model Name:
Examples: Ford 350 Exact Model Code:
Trim Plg. Common Name: Exact Trim Plg. Code:
Engine Code:
STIVERS Transmission Code:
Payload Capacity: Towing Capacity:

FORD
F350
F3B
XL
610A
99A
44F
4030
12700

BASE VEHICLE SPECIFICATIONS

Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating	10,200 lb. GVWR minimum	STATE GVWR: 11400
Wheelbase length for Long box	Minimum 133 inches	STATE LENGTH: 142
Box	LONG BOX	STATE LENGTH: 8
Engine		
Engine Block Heater		Y
Engine Upgrade #1	V8 Engine, minimum 6.0 L displacement in lieu of base engine; E85 Engine must be provided if available in V8 with a minimum of 6.0 L displacement - include all required options and other pertinent information. E85 FFV Engine?	Cylinders: 8 Liters: 6.8 HP: 405 Torque: 445 no
Drive Axle		
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 4.30 Locking or Limited Slip provided? E locking
Axles	Optional lower ratio (higher numerically); if available, must provide.	STATE RATIO: 4.30
Transfer Case	Shift-on-the-fly, electric	STD
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power locks with remote keyless entry	STD
Key Sets with Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	STD
Windows	Power	STD
Wipers	Intermittent	STD
Exterior		
Bumper	Rear	STD
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	NA
License Plate Holders	Front and Rear License Plate Holders	STD Power Included? Y
Mirrors	Power, if available must provide; manual acceptable if power not available	STD
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD
Tailgate	Locking, if not standard	STD
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD
Trailer tow package #1	Class IV receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD 2.5-inch shaft
Floor		
Floor Covering	Full floor covering, rubber preferred - if available it must be provided. OEM Floor Mats only provided if floor covering must be carpet.	STD
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Factory preferred but dealer installed acceptable	STD
Gauge Package	Tachometer, oil pressure, coolant temperature, voltmeter and /or transmission temperature.	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt / Cruise Control	STD
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. 40/20/40 bench seat (3-pass) w/cloth upholstery, folding center	1S
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	If available must provide	STD
Rearview Camera	Factory installed only	STD
Suspension		
Suspension Package	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks.) Skid plates must be provided if available.	17X
Tires & Wheels		
Tires	Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires; All-season M&S tires acceptable only when "LT" all terrain radials not available; ON/OFF Road tires acceptable only when "LT" all terrain radials not available.	All Terrain, M&S, or ON/OFF Road tires provided? Y
Spare	If available must provide	1S Spare full size? Y

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:

\$48,090.00

Delivery Cost to Department of Administrative Services, Des Moines:

HPU Group 2.1 TOTAL VEHICLE PRICE INCLUDING BASE COST AND DELIVERY:

Final Bid Price

Page 2

HPU Group 2 - Standard Cab 4X4 Heavy Pickup, Automatic Transmission

Examples: Ford 350

STIVERS

ADDITIONAL OPTIONS

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater			DEDUCT COST: (\$100.00)
Engine Upgrade #2	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8 Liters: 6.7 HP: 475 Torque: 1050	\$10,495.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start	DLR	350
Exterior			
Bed Liner	Spray In, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	B5S Factory installed? Y	595
Bed Insert	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	B5L Factory installed? Y	350
Bed Mat	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	B5M Factory installed? Y	150
Mud flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	G1S Factory installed? Yes	130
Running Boards	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	18B OEM Platform Running boards	\$320.00
Tonneau Cover	Soft material style, rolling or trifold; dealer installed acceptable	21D Factory installed? Y	\$590.00
Tonneau Cover	Hard surface, locking; dealer installed acceptable	21E Factory installed? Y	\$1,200.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	S2B	\$300.00
Trailer tow package #2	Gooseneck Trailer Hitch; Includes 7 way trailer wiring, steel, powder coated finish(if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	15J and 53W	
Floor			\$800.00

Floor Mats	All Weather; dealer installed acceptable	DLR	Factory installed? No	\$200.00
Safety				
Alarm	Backup alarm, Factory preferred but dealer installed acceptable	76C	Factory installed? yes	\$220.00
Reverse Sensing System	Factory preferred but dealer installed acceptable	NA	Factory installed?	NA
Suspension				
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not	473	Factory installed? Y	\$250.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		1
DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	177	\$619.50
			Base Vehicle:	\$48,090.00
			Options:	\$970.00
			Delivery:	\$619.50
			Total:	\$49,679.50

HDC Group 1 - Standard Cab DRW 4X2 & 4X4 CHASSIS 450/4500 Series		4X2 4X4			
Examples: F450 Make: Model Name: Exact Model Code: Trim Pkg. Common Name: Exact Trim Pkg. Code: STIVERS Engine Code: Transmission Code: Towing Capacity:		FORD	FORD		
		F450	F450		
		F4G	F4H		
		XL	XL		
		650A	650A		
		99N	99N		
		44G	44G		
		17500	17500		
BASE VEHICLE SPECIFICATIONS					
Body & Chassis		Minimum Requirements		Mfg. Codes - Specs (Note STD for standard)	
Gross Vehicle Weight Rating		15,000 lb. GVWR minimum		STATE GVWR: 16500	
Wheelbase length		84 inch CA only		STATE WHEELBASE: 169	
Engine					
Engine Size (Cylinder/Liter)		Base V8 or V10 Engine (E85 FFV, if available, must be provided) E85 FFV Engine?		Cylinders: 8 Liters: 7.3 HP: 335 Torque: 468 N Notes:	
Engine Block Heater				41H	
Drive Axle					
Rear Axle		Limited Slip / Locking Differential		XBL	
Transfer Case (4X4)		With Hi/Lo ranges		STD	
Transmission					
Transmission		Power take-off provision; automatic transmission		STD	
Doors & Windows					
Doors		Power door locks with remote keyless entry		STD	
Key Sets with Fobs		2 Fobs with push button start or 2 keys and fobs w/o push button start		STD	
Windows		Power		STD	
Wipers		Intermittent		STD	
Electrical					
Power Point		Located in Driver Area		STD	
Exterior					
Fuel Tank		Highest capacity fuel tank package available. If option exists, must be provided.		STATE CAPACITY: 40	
Fuel Filler Neck Kit		Filler cab set-back adapter kit(s), factory type suitable for flush mounting neck(s) into flat side of body		STD	
Rear Taillights		Cab/Chassis		STD	
Floor					
Floor Covering		Full floor covering, rubber preferred - if available it must be provided. OEM Floor Mats only provided if floor covering must be carpet.		STD	
Interior					
Air Conditioning		AC with all required options.		STD	
Bluetooth		Dealer installed when factory installed is not available.		STD Factory installed? Y	
Gauge Package		Tachometer, oil pressure, coolant temperature, voltmeter and/or transmission temperature.		STD	
Radio		AM/FM with internal clock		STD	
Steering Column		Tilt / Cruise Control		STD	
Trim Package		Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat with cloth upholstery, folding center		15	
Safety					
Brakes		Power 4 Wheel Anti-lock		STD	
Daytime Running Lights				STD	
Tires & Wheels					
Tires		All Terrain rating only (no all-season M&S rating) radial.		TGM	
Spare		Full Size tire and wheel. Tire secured to prevent theft.		State YES if tire and wheel are included in the bid and the tire is secured to the vehicle by chain or other method upon delivery: Y	
		BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X2:			
		Delivery Cost to Department of Administrative Services, Des Moines:			
HDC Group 1.1		TOTAL VEHICLE PRICE FOR 4X2 INCLUDING BASE COST AND DELIVERY:		\$53,274.00	
				Final Bid Price	
		BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:			
		Delivery Cost to Department of Administrative Services, Des Moines:			
HDC Group 1.2		TOTAL VEHICLE PRICE FOR 4X4 INCLUDING BASE COST AND DELIVERY:		\$55,908.00	
				Final Bid Price	
HDC Group 1 - Standard Cab DRW 4X2 & 4X4 CHASSIS 450/4500 Series				Page 2	
Examples: F450					

STIVERS					
ADDITIONAL OPTIONS					
Instructions: Bidder must enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.					
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost	
Engine Block Heater		DEDUCT COST:		\$100.00	
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP; minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and	Cylinders: 8 Liters: 6.7 HP: 330 Torque:950		\$10,495.00	
Electrical					
Upfitter Interface Module		STD		STD	
Upgraded Charging System	Minimum 130 amp alternator, dual batteries (may only be available with Diesel Engine.)	86M Dual Battery		\$210.00	
Doors & Windows					
Key Sets, Additional	2 Fobs with push button start or 2 keys and fobs w/o push button start	DLR		\$350.00	
Safety					
Alarm	Exterior Backup Alarm, Factory preferred but dealer installed acceptable	76C	Factory Installed? Y	\$220.00	
Audible Lane Change Departure Warning		STD		STD	
Pre-Collision Assist with Automatic Emergency Braking (AEB)		STD		STD	
Rearview Camera and Prep Kit		87J		\$415.00	
Special Packages					
Ambulance Prep Package		47A		\$1,205.00	
Fire/Rescue Prep Package		47J Require Diesel engine upgrade		1205	
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	473	Factory installed? Y	\$250.00	
Trailer Tow Package	OEM Integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	NA	Factory installed?	NA	
Suspension					
Heavy Service Front Suspension Package		67H		\$125.00	
Extra Heavy Service Front Suspension Package		67X		\$125.00	
Extra Heavy Duty Front End Suspension		67P 4x4 only		\$285.00	
OTHER				Percentage	
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain	Enter Percentage Discount MSRP:		1	
DELIVERY					
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$3.50	
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	177	\$619.50	
				Base Truck:	\$55,908.00
				Options:	\$535.00
				Delivery:	\$619.50
				Total:	\$57,062.50

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving the purchase of one Ford F-550 pickup truck chassis from National Auto Fleet Group of Watsonville, California using Sourcewell contract #091521-NAF and one service truck body from Truck Equipment of Des Moines, Iowa using Iowa Department of Administrative Services contract #MA005-24134 in the total amount of \$222,868, CIP #10503.
[All Wards]

Recommendation:

Adopt the Resolution.

Background:

This purchase is for a new service truck for the Fleet Division which will replace a 2005 model that is scheduled for replacement. The F-550 chassis is quoted at \$77,110 and the body is quoted at \$145,758.

The total cost of this unit will be \$222,868 and will be funded through CIP #10503.

Attachments:

1. Resolution
2. Truck Chassis Quote
3. Service Truck Body Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of one Ford F-550 pickup truck chassis from National Auto Fleet Group of Watsonville, California using Sourcewell contract #091521-NAF and one service truck body from Truck Equipment of Des Moines, Iowa using Iowa Department of Administrative Services contract #MA005-24134 in the total amount of \$222,868, CIP #10503.

WHEREAS, the City needs to purchase one Ford F-550 equipped with a service truck body for the Public Works Department; and

WHEREAS, National Auto Fleet Group of Watsonville, California was awarded Sourcewell contract #091521-NAF and Truck Equipment of Des Moines, Iowa was awarded State bid #MA005-24134 as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of one Ford F-550 pickup truck chassis from National Auto Fleet Group of Watsonville, California using Sourcewell contract #091521-NAF and one service truck body from Truck Equipment of Des Moines, Iowa using Iowa Department of Administrative Services contract #MA005-24134 in the total amount of \$222,868 is hereby approved.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/28/2025

Quote ID: **40091**

Order Cut Off Date: **TBA**

Jim Erwin
City of Davenport
Fleet Division
1200 East 46th St
Davenport, Iowa, 52801

Dear Jim Erwin,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$77,060.00	\$74,609.15	3.180 %	\$2,450.85
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$74,609.15		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking, 4.10 Axle Ratio, 250 Amp Alternator, Dual 68 AH/65 AGM Battery
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	Description
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	Description
X41	4.10 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	Description
86M	Dual 68 AH/65 AGM Battery
67E	250 Amp Alternator
52B	Trailer Brake Controller
86S	Low Deflection Spacers, -inc: 2" spacer blocks, Recommended for rear-biased loading, such as wrecker/retriever applications
41P	Transfer Case Skid Plates
67X	Extra Heavy-Service Suspension Package, -inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package
18B	Platform Running Boards
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
52S	Interior Work Surface
OPTION PACKAGE	
Code	Description
660A	Order Code 660A

2026 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD SuperCab 192" WB 84" CA

WINDOW STICKER

2026 Ford Super Duty F-550 DRW XL 4WD SuperCab 192" WB 84" CA

CODE	MODEL	MSRP
X5H	2026 Ford Super Duty F-550 DRW XL 4WD SuperCab 192" WB 84" CA	\$61,905.00
OPTIONS		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking, 4.10 Axle Ratio, 250 Amp Alternator, Dual 68 AH/65 AGM Battery	\$10,995.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
X41	4.10 Axle Ratio	\$0.00
86M	Dual 68 AH/65 AGM Battery	INC
67E	250 Amp Alternator	\$0.00
52B	Trailer Brake Controller	\$300.00
86S	Low Deflection Spacers, -inc: 2" spacer blocks, Recommended for rear-biased loading, such as wrecker/retriever applications	\$110.00
41P	Transfer Case Skid Plates	\$150.00
67X	Extra Heavy-Service Suspension Package, -inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package	\$125.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$515.00
76C	Exterior Backup Alarm (Pre-Installed)	\$230.00
52S	Interior Work Surface	\$140.00
660A	Order Code 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$74,915.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,195.00
TOTAL PRICE	\$77,110.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision (STD)
4.88 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
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ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
190 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10530# Maximum Payload
GVWR: 18,000 lbs Payload Package
HD Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille

Reverse Opening Rear Doors
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
SYNC 4 Communication & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for 1-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer

2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags



P.O. Box 3265
Des Moines, IA 50316

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

Customer: 70057

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

Contact: Jim Erwin

Phone: (563) 326-7718

Email:

Salesperson: Scott Odendahl

Make: Ford	Model: F550	Year: 2026	Single/Dual: Dual
Cab Type:	Wheelbase: 0	Cab-to-Axle: 84	VIN:

FURNISH ONLY:

1 - KMT1-11R KNAPHEIDE 11' CRANE BODY

- Automotive Quality 3-Point T-Handle Latches
- 14-Gauge Two-Sided A-40 Galvanneal Body Shell
- Torsion Box Floor With No Wheel Housings In Cargo Area
- (6) Recessed D-Ring Tie Downs
- 21" Work Surface Bumper
- 2-1/2" Receiver Hitch With 18,000 lbs. Maximum Trailer Weight And 3,600 lbs. Maximum Tongue Weight Rating
- Master Lock System
- Cab Guard
- Welder Riser Installed Street Side Compartment Top
- Light Kit With 6-Circuit Wire Harness, Stop/Tail/Turn, Back Up, Marker, RID Lights And (4) LED Work Lights
- (2) Aluminum Grab Handles Included
- Vise Mount Stand
- Bolt On Slammable Tailgate Installed
- (2) Flex Steps; (1) Each Side Of Rear Bumper

OVERALL LENGTH: ----- 133-1/4" H = 53-1/4" in length x 22-1/2" high
OVERALL WIDTH: ----- 94" 2V = 24-3/4" in length x 44" high
FLOOR WIDTH: ----- 50" CURBSIDE COMPARTMENTATION:
SIDE COMPARTMENT HEIGHT: ---- 44" 1V = 34" in length x 60" high
SIDE COMPARTMENT DEPTH: ---- 22" 2V = 21-1/4" in length x 44" high
FLOOR HEIGHT: ----- 24" H = 52-3/4" in length x 22-1/2" high
STREETSIDE COMPARTMENTATION: 3V = 25-1/4" in length x 44" high
1V = 55-1/4" in length x 44" high WARRANTY: Standard Knapheide Limited Warranty

1 - LED COMPARTMENT LIGHTS

1 - BACK UP ALARM Ecco 510

1 - STELLAR 5521 CRANE -Maximum Horizontal Reach: 21' From CL Of Crane

- Maximum Vertical Lift: 22'11" From Crane Base
- Crane Rating: 29,500 ft-lbs
- 5,000 lbs @ 5'10" / 1,400 lbs @ 21'
- 5/16" Rope Diameter
- 70' ft/min Line Speed
- 400 Degree Power Rotation
- Hydraulic Unit
- Radio Remote Control



**P.O. Box 3265
Des Moines, IA 50316**

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

-
- 1 - BOOM SUPPORT Installed

 - 1 - 35 GALLON HYDRAULIC OIL Reservoir; Installed In Cargo Area Front

 - 1 - VANAIR 300H -Open Center Hydraulic Drive System
 - 40 CFM Rotary Screw Compressor (Max PSI 175)
 - 7 kW Peak - 6.8 kW Continuous, AC Power, 60 Hz,
 - Single Phase, 120V And 240V Outlets Generator Power
 - 40-300 Amp Operating Range Welder
 - 300 Amp 12V/24V Battery Boost 50 Amp 12V Battery Charger
 - Control Panel Installed R2V
 - 50' Welding Leads
 - 25' Battery Cables

 - 1 - COMPRESSOR COMPONENTS -50'x1/2" Spring Retract Air Hose Reel Installed Right Rear Vertical With Roller Fairlead Out Rear Of Body
 - FLR System Installed RRV
 - (2) 9.6 Gallon Underbody Air Tanks

 - 1 - REAR OUTRIGGERS Hydraulic Out & Down Curbside & Hydraulic Down Street Side

 - 1 - KMT-CONTROL SYSTEM KIT Power Cell, Controller And (8) Button Switch Panel In The Rear Crane Compartment With Continuous Working Load Of 115 Amps, Features Built In Overload Current Protection For The System And Operator Safety

 - 1 - IN CAB DISPLAY

 - 2 - FRONT GRILL STROBES
 - Includes (4) Ecco ED3703A Class I Amber Strobes
 - Installed On Grill

 - 1 - CHELSEA PTO Installed

 - 1 - TANDEM HYDRAULIC PUMP Installed

 - 1 - INSTALL OEM BACKUP CAMERA

 - 1 - WILTON 6" MECHANICS Vise

 - 1 - LUBE SYSTEM (2) 45 Gallon Fresh Oil Tanks With 5:1 Air Operated Pumps & 25'x1/2" Spring Retract Hose Reels With Mechanical Meter
 - Dispense Nozzles.
 - (1) 45 Gallon Stainless Steel New Coolant Tank With 25'x1/2"
 - Spring Retract Hose Reel With Water Bibb
 - Tanks Primed & Painted Single Stage White

 - 1 - LUBE REEL BOX Installed

 - 1 - 53.8" ARROW BOARD Installed On Backside Of Cab Guard; Ecco ED3307A

 - 1 - RANCH HAND LEGEND FRONT Bumper Replacement With Grill Guard

 - 1 - WARN 12K WINCH Installed On Front Bumper

 - 1 - KNAPLINER Commercial Grade Spray-On Bed Liner Applied To Cargo Floor, Sides, Compartment Tops, Bulkhead, Tailgate, Rear Bumper, And Entire Front Of Body



P.O. Box 3265
Des Moines, IA 50316

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

QUOTE

Quote ID: Q19643 Rev: 0

Quote Date: 7/18/2025

Quote Valid Until: 7/25/2025

Page 3 of 3

1 - REAR MUD FLAPS

1 - 7-WAY FLAT TRAILER PLUG

1 - FINISH PAINT

-Body Exterior & Interior Compartments Painted Single Stage White

1 -WEIGHT SLIP

1 - CHASSIS SPRING WORK

1 - 7 DRAWER UNIT L1V 3-3"3-5"1-7" With Extreme Duty Drawer Slides, Drawer Liners & Front To Back Dividers For All 3" & 5" Deep Drawers

2 - ADJUSTABLE SHELF L2V Installed In Street Side Second Vertical Compartment; 4 - Shelves

1 - BOLT BIN STORAGE UNIT LH

2 - ADJUSTABLE SHELF LRV Installed in Street Side Rear Vertical Compartment; 4 - Shelves Total

1 - BOTTLE GAS HOLDERS R1V 60" Raised Front Vertical Compartment With Vented Storage For (2) Bottles. Vertical Partition With (3) Adjustable Shelves

2 - ADJUSTABLE SHELF R2V Installed In Curbside Second Vertical Compartment; 4 Shelves Total

1 - ADJUSTABLE SHELF RH Installed In Curbside Horizontal Compartment

1 - CRANE COMPARTMENT RRV With Roller Fairlead & FLR System

OPTIONS INCLUDED IN THE PRICE:

PRICING PER DAS STATE OF IOWA CONTRACT MA005-24134

Sub Total:	\$145,758.00
Discount:	
Sales Tax:	\$0.00
Grand Total:	\$145,758.00

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

Accepted by:	
Date:	
P.O. Number:	

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

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

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

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving the purchase of Parcel R0432-13C in the amount of \$200,000 to support the City's Mississippi River Flood Operations Plan, CIP #68015. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

An integral piece of the City's active Mississippi River Flood Operations Plan occurs on the berms located along both Black Hawk and Walnut Creeks. During high river levels, stormwater pumping and monitoring are regular activities for the Public Works Department. Parcel R0432-13C is located on the northern berm of Walnut Creek. This berm weaves in and out of the private parcel and contains a drainage area that requires pumping during rain events; if not, several dozen residential properties would be inundated with water. Over several decades, agreements with the property owners have ensured access for Public Works staff; however, full control of this property provides greater access for maintenance of an important City asset, future flood operations, and aligns with one of the non-structural solution goals of targeted property acquisition as identified in the City's Mississippi River Flood Resiliency Plan.

Attachments:

1. Resolution
2. Map

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of Parcel R0432-13C in the amount of \$200,000 to support the City's Mississippi River Flood Operations Plan, CIP #68015.

WHEREAS, the City needs to acquire Parcel R0432-13C for flood operations and maintenance of an important City asset; and

WHEREAS, the City has a pending sale agreement with the property owner of Parcel R0432-13C.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of Parcel R0432-13C in the amount of \$200,000 to support the City's Mississippi River Flood Operations Plan is hereby approved.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

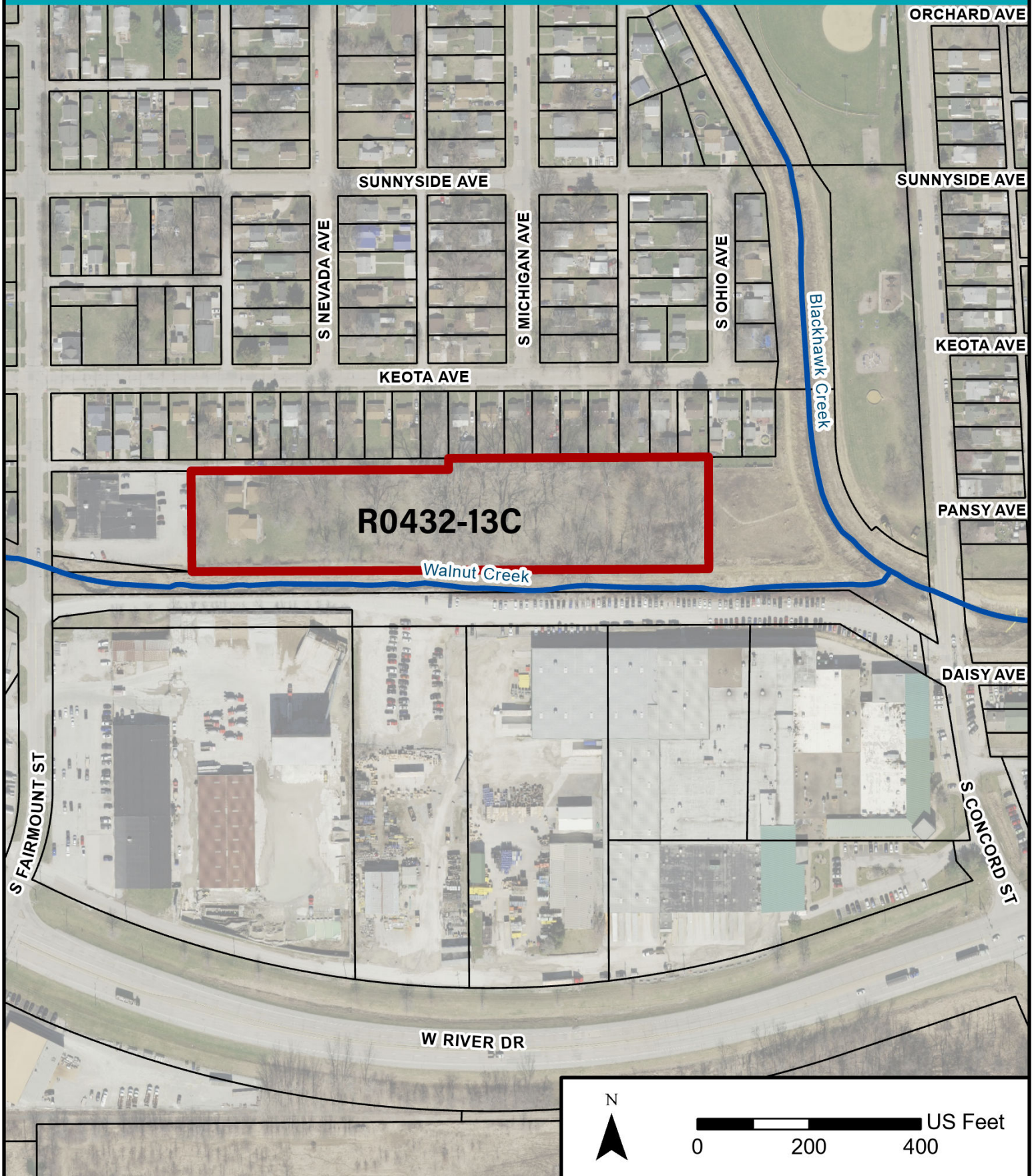
Mike Matson
Mayor

Brian Krup
Deputy City Clerk



THE CITY OF
DAVENPORT
IOWA | USA

R0432-13C



N



0 200 400 US Feet

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving the purchase of three Chevrolet Equinox sport utility vehicles and three Chevrolet Colorado trucks from Karl Chevrolet of Ankeny, Iowa in the amount of \$194,478.60 using Iowa Department of Administrative Services contracts #24216 and #25282. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

These six vehicles will be used to replace sedans and light-duty trucks used by the Capital and Engineering, Neighborhood Services, Parks, and Public Works Departments. Each Chevrolet Equinox sport utility vehicle will cost \$29,075.40. Each Chevrolet Colorado truck will cost \$35,750.80. The total cost will be \$194,478.60.

The purchase will be funded with Local Sales Tax.

Attachments:

1. Resolution
2. 2026 Chevrolet Equinox Quote
3. 2026 Chevrolet Colorado Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of three Chevrolet Equinox sport utility vehicles and three Chevrolet Colorado trucks from Karl Chevrolet of Ankeny, Iowa in the amount of \$194,478.60 using Iowa Department of Administrative Services contracts #24216 and #25282.

WHEREAS, the City needs to purchase three Chevrolet Equinox sport utility vehicles and three Chevrolet Colorado trucks; and

WHEREAS, Karl Chevrolet of Ankeny, Iowa was awarded State bids #24216 and #25282 as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of three Chevrolet Equinox sport utility vehicles and three Chevrolet Colorado trucks from Karl Chevrolet of Ankeny, Iowa in the amount of \$194,478.60 using Iowa Department of Administrative Services contracts #24216 and #25282 is hereby approved.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

SUV 2 - FWD Equinox

Examples: Equinox, Compass, Terrain, RAV4,

 DEALER NAME: **KARL CHEVROLET INC**

Make:	Chevrolet
Model Name:	Equinox
Exact Model Code:	1PT26
Trim Pkg. Common Name:	1LT
Exact Trim Pkg. Code:	1LT
Engine Code:	LSD
Transmission Code:	MRQ
State GVWR:	TBD
Payload Capacity:	TBD
Cargo Capacity Behind Rear Seat:	29.8

BASE VEHICLE SPECIFICATIONS		
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Wheelbase length	Wheelbase: 103 to 113 inches. Overall length 173 to 188 inches.	STATE WHEELBASE: 107.3
Engine		
Base Engine	4 cylinder engine, E85 FFV engine must be provide if available in 4 cylinder; include all required options and other pertinent information. E85 FFV Engine?	Cylinders: 4 Liters: 1.5 HP: 175 Torque: 203 NO Notes:
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power door locks with remote keyless entry	STD
Rear Window	Defroster, Wiper and Washer	STD
Key Sets with Fobs	2 Fobs with push button start; 2 keys or fobs w/o push button start	STD
Windows	Power; Privacy glass behind "B" column, Factory installed if available must provide; dealer installed if factory installed not available.	STD
Wipers	Front, Intermittent Wipers	STD
Exterior		
License Plate Holders	Front and Rear license plate holders	VK3
Mirrors	Power exterior foldaway	STD
Floor		
Floor Covering	Full length floor and cargo area carpet with color keyed floor mats	STD
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Dealer installed when factory installed is not available.	STD
Interior Package	Full interior insulation/trim package, to include door/side wall panels, full headliner, dome lamp. Front bucket seats, one 3- person rear seats w/folding backs, all w/cloth upholstery, Nominally flat cargo area with rear seats folded. Vinyl upholstery accepted only if cloth is not available.	STD
Mirrors	Interior day/night if available must provide	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt with cruise control	STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	If available must provide	STD
Reverse Backup Camera	Factory installed only.	STD
Traction Control		STD
Seating		
Seating Capacity	Five (5) Passenger Seating, front bucket, power with adjustable lumbar support	AG1/AL9
Tires & Wheels		
Tires	All Season Radial	STD
Spare	If available must provide	Is spare full size? Compact
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE:		\$26,275.40
Delivery Cost to Department of Administrative Services, Des Moines		
SUV 2 Equinox	TOTAL VEHICLE PRICE INCLUDING BASE COST AND DELIVERY:	\$26,275.40 FINAL BID PRICE

SUV 2 - FWD Equinox

Page 2

Examples: Equinox, Compass, Terrain, RAV4,

KARL CHEVROLET INC

ADDITIONAL OPTIONS			
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater	Or cold climate package	K05	\$100.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start or 2 keys and fobs w/o push button start	DI	\$695.00
Safety			
Adaptive Cruise Control		N/A	\$0.00
Auto High-Beam Headlamps		N/A	\$0.00
Backup Alarm	Backup alarm; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	DI Factory Installed? NO	\$325.00
Cross-Traffic Alert	BLIS or equivalent system.	STD	\$0.00
Evasive Steering Assist		N/A	\$0.00
Lane-Keeping System		STD	\$0.00
Park Assist		STD	\$0.00
Pre-Collision Assist (AEB)	Pre-Collision Assist with Auto Emergency Brake	STD	\$0.00
Reverse Sensing System	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD Factory Installed? YES	\$0.00

Voice-Activated Navigation System		CARPLAY	\$0.00
Seating			
Driver's Seat	Power with adjustable lumbar support	INC	\$0.00
Other			
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:	1%

DELIVERY			
Delivery Price Per Mile	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	\$2.75
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number: 164.00	\$451.00

Base Price	\$26,275.40
Delivery	\$451.00
Total	\$26,726.40

LDT 01 Standard 4X4 Work Truck
Extended Cab - Automatic Transmission

Example - Chevy Colorado

KARL CHEVROLET INC

Make:	4X4
Model Name:	CHEVROLET
Exact Model Code:	COLORADO
Trim Pkg. Common Name:	14C43
Exact Trim Pkg. Code:	WORK TRUCK
Engine Code:	WT
Transmission Code:	L3B
Payload Capacity:	MFC
Towing Capacity:	1684
	7700

BASE VEHICLE SPECIFICATIONS			
Body & Chassis		Mfg. Codes - Specs (Note STD for standard)	
Gross Vehicle Weight Rating (4X4)	Minimum Requirements 6,000 lb. GVWR minimum	STATE GVWR: 6,500	
Wheelbase length	Minimum 130 inches	STATE LENGTH:131	
Bed	Cargo box length minimum 60"	STATE LENGTH:	61
Engine			
Engine	Turbocharged inline 4 cylinder Engine, E85 FFV engine if available; include all required options and other pertinent information. E85 FFV Engine?	Cylinders: 2.7	Liters: 4 HP: 310 Torque:430
Drive Axle			
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available. 3.42 ratio	STATE RATIO:3.42	Locking or limited slip provided?
Transfer Case (4X4)	4-button control 2WD, Auto, 4WD, 4WD ILO	STD	
Transfer Case (4X4)	Automatically engages 4WD until traction is regained	STD	
Electrical			
Power Point	Located in Driver Area	STD	
Doors & Windows			
Doors	Power door locks with remote keyless entry	STD	
Key Sets / Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	STD	
Windows	Power	STD	
Windows	Rear Defroster. If available must provide	STD	Rear Defroster Included?
Wipers	Intermittent	STD	
Exterior			
Bumper	Corner Step	STD	
License Plate Holders	Front and Rear license plate holders	STD	
Mirrors	Power, if available must provide	STD	Power included?
Tailgate	Locking, if not standard	STD	
Flooring			
Floor Covering	Full floor covering, rubber or vinyl acceptable.	STD	
Interior			
Air Conditioning	AC with all required options.	STD	
Bluetooth	Factory preferred but dealer installed acceptable	STD	
Radio	Diagonal advanced color LCD display. Apple CarPlay and Android Auto.	STD	
Steering Column	Tilt / Cruise Control	STD	
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Front bucket w/cloth upholstery.	STD	
Safety			
Brakes	Power 4 Wheel Anti-lock	STD	
Daytime Running Lights	If available must provide	STD	
Rearview Camera	Hitch View	STD	Factory installed?
Suspension			
Suspension	Independent front, leaf rear	STD	
Tires & Wheels			
Tires (4X4)	All season blackwall	STD	
Spare	If available must provide	Is spare full size?	STD
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:			\$33,919.80
Delivery Cost to Department of Administrative Services, Des Moines:			\$0.00
TOTAL VEHICLE PRICE FOR 4X4 INCLUDING BASE COST AND DELIVERY:			\$33,919.80 Final Bid Price

LDT 01 Standard 4X4 Work Truck

Example - Chevy Colorado

Page 2

KARL CHEVROLET INC

ADDITIONAL OPTIONS			
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater		K05	DEDUCT COST: \$100.00
Alternator	220 Amp	KW5	\$150.00
Doors & Windows			
Key Sets / Fobs, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start		\$695.00
Electrical			
Power Point	Power outlet, 110 Volt; Factory installed preferred, if available must		N/A
Exterior			
Bed Liner	Spray In, Factory installed preferred, if available must provide; dealer	CGN	Factory installed?YES \$475.00
Bed Insert	Factory installed preferred, if available must provide; dealer installed	PC1	Factory installed?YES \$995.00
Bed Mat	Factory installed preferred, if available must provide; dealer installed	VBR	Factory installed?YES \$240.00
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed		Factory installed? STD
Mud Flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No	V0K	Factory installed? \$275.00
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.		Factory installed? N/A
Running Boards			
	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	VQO	Factory installed?DI \$495.00
Tonneau Cover			
Tonneau Cover	Soft material style, rolling or trifold; dealer installed acceptable	VPB	\$550.00
Tonneau Cover	Hard surface, locking; dealer installed acceptable	VOZ	\$1,250.00
Trailer Brake Controller	Integrated trailer brake controller	JL1	Factory installed?YES \$100.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed		Factory installed? N/A
Trailer tow package	Advanced trailering package	ZL6	Factory installed?YES \$945.00
Packages			
WT Convenience Package	Wrapped steering wheel, 8 way power seat, EZ lift tailgate & locking cylinder	PCU	Factory installed?YES \$545.00
WT Custom Package	18 Wheels	STO	Factory installed?YES \$1,145.00
Safety			
Alarm	Backup alarm; Factory installed preferred, if available must provide;		Factory installed?DI \$325.00
Reverse Sensing System	Factory installed preferred, if available must provide; dealer installed		Factory installed? N/A
Other			
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified	Enter Percentage Discount MSRP:	1%
DELIVERY			
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	\$0.25
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des	Enter miles in whole number:	164.00 \$41.00
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des	Enter miles in whole number:	\$0.00

Base Truck 4x4	\$33,919.80
Options	\$1,790.00
Delivery	\$41.00
TOTAL	\$35,750.80

City of Davenport

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

Action / Date
8/27/2025

Subject:

Resolution approving a Federal-Aid Agreement with the Iowa Department of Transportation (DOT) for the Eastern Avenue Bridge Over Duck Creek Replacement project, CIP #21014. [Wards 5 & 7]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the project is to replace the Eastern Avenue Bridge over Duck Creek. The project will consist of removal and disposal of all existing bridge components and replacement with a new bridge meeting current design standards. The Iowa Department of Transportation (DOT) has provided a proposed funding agreement between the Iowa DOT and the City of Davenport. This agreement will provide 80% Federal-aid participation of construction costs or the amount of \$2,040,710, as stipulated in the Bi-State Regional Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. The City will fund 100% of the design cost.

The project is funded in CIP #21014.

Attachments:

1. Resolution
2. Agreement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving a Federal-Aid Agreement with the Iowa Department of Transportation (DOT) for the Eastern Avenue Bridge Over Duck Creek Replacement project, CIP #21014.

WHEREAS, the City of Davenport recognizes that the Eastern Avenue Bridge over Duck Creek, partially reconstructed in 1973, is currently in need of replacement; and

WHEREAS, the Iowa Department of Transportation (DOT) is offering 80% or \$2,040,710, whichever is less, Federal-aid funding to the City which will cover eligible construction costs related to the replacement of the above-described bridge.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa a Federal-Aid Agreement with the Iowa Department of Transportation (DOT) for the Eastern Avenue Bridge Over Duck Creek Replacement project is hereby approved.

Passed and approved this 27th day of August, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

RECIPIENT: City of Davenport

Project No.: STP-U-1827(707)--70-82

Iowa DOT Agreement No.: 6-25-STP-U-029

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Davenport, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Eastern Region Field Engineer, Dillon J. Feldmann. The RECIPIENT's contact person shall be the City Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:

Bridge Replacement - CCS On Eastern Ave, Over Duck Creek, S19 T78 R04E
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$2040710, as stipulated in the Bi-State Regional Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.

8. If the project described in Section 3 drops out of the Bi-State Regional Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Davenport, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the
_____ day of _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Davenport, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____ Date _____, 20____

Dillon J. Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

- ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.
- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming and Federal Authorization

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
- iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly. The RECIPIENT shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

City of Davenport

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

Action / Date
8/27/2025

Subject:

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

St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 10:00 a.m. - 4:30 p.m. Sunday, September 7, 2025; Outdoor music, over 50 dBA. [Ward 3]

Burke Events; Vet Fest; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 8:00 p.m. Saturday, September 13, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Tim Kelly; Unity in Our Community: A Fifth Ward Celebration; 1702 North Main Street; 4:00 p.m. - 9:00 p.m. Saturday, September 13, 2025; Outdoor music/DJ, over 50 dBA. [Ward 5]

Mississippi Valley Blues Society; Blues Fest; LeClaire Park | 400 Beiderbecke Drive; 4:30 p.m. - 11:30 p.m. Friday, September 19, 2025, and 1:00 p.m. - 11:30 p.m. Saturday, September 20, 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:

1. Unity in Our Community Flyer



Announcing! The 3rd Annual
UNITY IN OUR COMMUNITY
a 5th Ward Celebration
WITH ALDERMEN TIM KELLY
Saturday, Sept. 13th, 4-9pm
1702 N. Main Street

- *Food Vendor Trucks
- *Music and Entertainment
- *5th Ward Business Expo
- *Info Fair on Local Services and Support



Sendouttimkelly.com
563.540.4158



City of Davenport

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

Action / Date
8/27/2025

Subject:
Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprises, LLC) - 2735 Telegraph Road – Extended Outdoor Service Area September 6 – License Type: Class C Liquor (On-Premises)

Ward 3

Bootleg Hill Honey Meads (Bootleg Hill, LLC) – 226 West 3rd Street – Permanent Location Transfer – License Type: Class C Liquor (On-Premises)

Uplifting Caregivers Association (Uplifting Caregivers Association) – 400 Beiderbecke Drive – Temporary Outdoor Event August 30 – License Type: Special Class C Beer/Wine (On-Premises)

Ward 5

Quad City Arts (Quad City Arts) - 2205 East 11th Street - Temporary Outdoor Event September 20-21 - License Type: Special Class C Beer/Wine (On-Premises)

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

Ward 2

Casey's General Store #2092 (Casey's Marketing Company) - 6278 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Capitol Theatre (Capitol Theatre Group, LLC) - 330 West 3rd Street - License Type: Class C Liquor (On-Premises)

Iowa Mini Mart (Samreet, LLC) - 234 West 3rd Street - License Type: Class E Liquor (Carry-Out)

M Lounge (Alleyah, LLC) - 217 Brady Street - License Type: Class C Liquor (On-Premises)

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Dollar General Store #30700 (Dolgencorp, LLC) - 1777 North Division Street - License Type: Class B Beer/Wine (Carry-Out)

Circle Tap, The (Circle Tap, Inc) - 1345 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Cabos Cantina And Grill 2, LLC (Cabos Cantina and Grill 2, LLC) - 5717 Elmore Avenue Unit E - License Type: Class C Liquor (On-Premises)

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 5270 Elmore Avenue #3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Costco Wholesale #1325 (Costco Wholesale Corporation) - 2790 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Super Target T-533 (Target Corporation) - 5225 Elmore Avenue - License Type: Class E Liquor (Carry-Out)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion approving Change Order #2 in the amount of \$56,740 to Delf's Landscape and Irrigation of Blue Grass, Iowa for the Natural Resources Landscaping Maintenance Services contract. [All Wards]

Recommendation:

Pass the Motion.

Background:

The City of Davenport owns and maintains many stormwater management and water quality improvement practices, detention basins, and prairie areas. Some areas are maintained by City staff and some are contracted out due to the scope of work and hours of maintenance needed. Change Order #2 will add enough funding to complete year 3 of 3 of the current contract through the growing season.

Summary of Contract

Original contract	\$104,200
Change Order #1	\$18,150 (staff approved)
Change Order #2	<u>\$56,740</u> (pending City Council approval)
Total amended contract	\$179,090

Funding for this contract is from 51251660 520217 MOW.

Attachments:

None

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion ratifying Change Order #1 in the amount of \$53,289 to Northwest Mechanical Inc of Davenport, Iowa for the Adler Theatre HVAC Upgrades project, CIP #69014. [Ward 3]

Recommendation:

Pass the Motion.

Background:

The Adler Theatre HVAC Upgrade project replaces the existing rooftop air conditioning(A/C) units that were at the end of their useful life. These units serve the auditorium. During initial construction activities, multiple items were identified by the project team that needed to be added for greater efficiency and ease of future maintenance. Due to the timing of these individual items, staff is rolling all four components into Change Order #1 rather than handling them on a case-by-case basis.

- Item #1 | Glycol feed tank and piping - The addition of the Glycol Feed Tank and piping will automatically manage the glycol mix in the piping loop, accounting for any changes in loop pressure and maintaining efficiency without manual addition or measuring of the loop by maintenance personnel. Cost: \$12,078
- Item #2 | Treat piping to temp chiller connections - Furnish and install chemical treatment in piping below 7th floor, extending to temporary chiller connections. The base scope for treatment in piping did not include the piping to temp chiller connections. Cost: \$3,860
- Item #3 | Enlarged heater cover panels - Install enlarged cover panels for the radiant heaters within the theatre seating space in order to provide improved access per Code requirements for valve servicing/work access and future scope. Panels to be single-coat primed and then painted in the field to match existing wall color. Cost: \$14,213
- Item #4 | Troubleshoot heating routing/isolation valves - Complete full drain down and subsequent refill of the heating water system in order to complete the replacement of control valves. The additional cost includes time for troubleshooting the system and evaluating piping to drain and fill the system with the least impact possible to the facility. The additional cost also includes 26 replacement isolation valves at each register. Cost: \$23,138

Summary of Contract

Original contract	\$957,500
Previous additions to contract	\$0
This Change Order	<u>\$53,289</u>
Amended contract amount	\$1,010,789

Attachments:

None

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion awarding a blanket contract for the purchase of calcium chloride for the 2025-2026 winter season to SICALCO, LTD of Hinsdale, Illinois. [All Wards]

Recommendation:

Pass the Motion.

Background:

An Invitation to Bid was issued on July 8, 2025, and sent to contractors. On July 28, 2025, the Purchasing Division opened and read one (1) responsive and responsible bid. SICALCO, LTD of Hinsdale, Illinois was determined to be a responsive and responsible bidder and is recommended for award.

The City has a requirement for 32% solution liquid calcium chloride anti-icing solution to be delivered to two of its Public Works locations for use in the 2025-2026 winter season.

The estimated quantity to be required during the term of the contract is 70,000 gallons, with an anticipated range between 40,000 and 100,000 gallons. These quantities are estimated based on prior usage; the actual quantity required will be dependent on the number and severity of storm events encountered during the winter season. There is no guarantee regarding the total quantity purchased under this contract.

This purchase is funded via Road Use Tax.

Attachments:

1. Bid Tab

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Calcium Chloride for 2025-2026 Winter Season

BID NUMBER: 26-2

OPENING DATE: July 28, 2025

FUNDING: 54702031 520201 | Road Use Tax - Streets

RECOMMENDATION: Award the contract to SICALCO, LTD. of Hinsdale, Illinois as supplier.

<u>VENDOR NAME</u>	<u>PRICE/GALLON</u>
SICALCO, LTD of Hinsdale, IL	\$0.89

Approved By

[Redacted Signature]

Purchasing

Date

Approved By

[Redacted Signature]

Dept. Director

Date

Approved By

[Redacted Signature]

Budget/CIP

Date

Approved

[Redacted Signature]

Chief Financial Officer

Date

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion awarding a blanket contract for the purchase of anti-icing chemicals for the 2025-2026 winter season to SNI Solutions, Inc of Geneseo, Illinois. [All Wards]

Recommendation:

Pass the Motion.

Background:

An Invitation to Bid was issued on July 7, 2025. On July 28, 2025, the Purchasing Division received and opened three (3) responsive and responsible bids.

Although K-Tech has the lowest unit price, SNI's product concentration results in a lower overall price, making it the best fit for the City's needs.

The estimated quantity required during the term of the contract is 5,000 gallons with an anticipated range between 3,000 and 10,000 gallons. These quantities are estimated based on prior usage; the actual quantity will be dependent on the number and severity of storm events encountered during the winter season. There is no guarantee regarding the total quantity purchased under this contract.

Funding for this purchase is from Road Use Tax.

Attachments:

1. Bid Tab

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Anti-Icing Chemicals for 2025-2026 Winter Season

BID NUMBER: 26-3

OPENING DATE: July 28, 2025

FUNDING: 54702031 520201

RECOMMENDATION: Award the contract to SNI Solutions, Inc of Geneseo, Illinois as the supplier.

*Although K-Tech has the lowest unit price, SNI's product concentration results in a lower overall price, making it the best fit for the City's needs.

<u>VENDOR NAME</u>	<u>PRICE PER GALLON</u>
SNI Solutions, Inc. of Geneseo, IL	\$2.35
K-Tech Specialty Coatings of Ashley, IN	\$2.05
JaakTech LLC of Oxon Hill, MD	\$3.08

Approved By

Purchasing

Date

Approved By

Dept Director

Date

Approved By

Budget/CIP

Date

Approved By

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion approving the purchase of workforce development training from Gillig LLC of Livermore, California in the amount of \$96,000, CIP #24035. [All Wards]

Recommendation:

Pass the Motion.

Background:

On August 15, 2022 the City of Davenport, Iowa was awarded \$4,874,993 which, together with a local match consisting of City funds and funds from both MidAmerican Energy and the Regional Development Authority, is to be used by the Transit Division to purchase and deploy four electric buses and related infrastructure. A Motion to accept the award was adopted on September 14, 2022 (2022-439).

This motion is part of the electric bus project. This workforce development training will consist of 200 hours of bus operator and 40 hours of bus maintenance training on the electric bus fleet for Transit Division staff. The training will be scheduled as needed to accommodate new personnel throughout the life of the electric buses. The total cost of this training is \$96,000 funded in CIP #24035.

Attachments:

1. Quote

QUOTATION

Valid for 30 Days from Quotation Date

The Gillig logo consists of a stylized red and blue graphic above the word "GILLIG" in a bold, blue, sans-serif font.

Quotation For Training

Name	Jim Erwin	Quotation Number	500813251
Company	City of Davenport	Quotation Date	August 13, 2025
Address	1200 East 46 th St		
City, State, Zip	Davenport, IA 52801	Prepared By	Ashley Mitchell
Phone	563-326-7922	Title	Sr. Manager

Comments or Special Instructions:

Training Description	Hours per Session	Hourly Rate	Max. # of Students	Price per Class	Total Sessions	Total Hours	Total Price
BEB Technician Safety and Familiarization2	16	\$400	12	\$6,400	1	16	\$6,400
Multiplex Electrical System	24	\$400	12	\$9,600	1	24	\$9,600
Operator Familiarization	4	\$400	8	\$1,600	50	200	\$80,000
Grand Total <i>(nontaxable)</i>							\$96,000

Approved By _____ PO Number _____

All training classes are to be conducted at Customer Location

PARTNER PHILOSOPHY YOUR SUCCESS IS OUR SUCCESS

451 Discovery Drive, Livermore, CA 94551 | www.gillig.com | 510.264.5000

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion approving the purchase of replacement draft tube mixer parts for digesters at the Water Pollution Control Plant from Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$60,141.60. [All Wards]

Recommendation:

Pass the Motion.

Background:

A sole source procurement justification for Ovivo USA, LLC is on file with the Purchasing Division for the purchase of draft tube mixer parts.

This purchase will provide replacement parts for draft tube mixers at the Water Pollution Control Plant. The draft tube mixers are used to mix the sludge in the digesters to optimize conditions for anaerobic bacteria to break down organic matter, leading to higher biogas yields used to power the plant generators.

Funding for this purchase is from the Water Pollution Control Plant operating budget.

Attachments:

None

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion approving the purchase of two Western Pro Plus plows, two Knapheide platform truck bodies, and one Knapheide service body from Truck Equipment of Des Moines, Iowa in the amount of \$58,300 using Iowa Department of Administrative Services contract #MA005-24134. [All Wards]

Recommendation:

Pass the Motion.

Background:

This equipment will be installed on three trucks. The two Western Pro Plus plows and two Knapheide platform bodies will be installed on two Ford F-350 trucks assigned to the Street Division. Each plow and body purchase will cost \$14,730 and will be funded using Road Use Tax.

The Knapheide service body will be installed on F-450 which will be assigned to the Sewer Division. The service body will cost \$28,840 and will be paid from Sewers funds 530302.

The total cost of these plows and bodies is \$58,300.

Attachments:

1. Flatbed Body Quote
2. Service Body Quote



P.O. Box 3265
Des Moines, IA 50316

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

Customer: 70057

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

Contact: Jim Erwin

Phone: (563) 326-7718

Email:

Salesperson: Scott Odendahl

Make: Ford	Model: F350	Year: 2026	Single/Dual: Single
Cab Type:	Wheelbase: 0	Cab-to-Axle: 56	VIN:

FURNISH AND INSTALL:

1 - WESTERN PRO PLUS SNOW PLOW MODEL IUTPP85

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

OPTIONS INCLUDED IN PRICE:

Handheld control
Cup holder control mount (82007)
LED headlights (72525)
Rubber Deflector (62220-1)
Curb Guards (43885)
Pricing Per State Bid Contract MA005-25197

NET PRICE FOB DES MOINES, IA \$8,342.00

1 - KNAPHEIDE GOOSENECK PLATFORM MODEL PGTB-868-F

Price includes the following features:

- Installed LED marker lights and license plate light
- Installed oval LED S/T/T and B/U lights in the bulkhead and rear tailskirt



P.O. Box 3265
Des Moines, IA 50316

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

QUOTE

Quote ID: Q19623 Rev: 0

Quote Date: 7/14/2025

Quote Valid Until: 7/25/2025

Page 2 of 2

- Installed 6-circuit wire harness
- Installed 7-way trailer plug in the rear skirt
- Chassis specific long sills installed for Ford 56" CA chassis
- Fuel fill cup installed in street side rail at front
- B & W Turnoverball gooseneck hitch with 2-5/16" ball included. Hitch rated at 30,000 lbs maximum trailer weight, 7,500 lbs maximum tongue weight
- One (1) mounting kit, for 2017 & newer Ford chassis specific bed delete/bed removal chassis is included
- Ford factory hitch compatible with platform
- Gooseneck platforms are not compatible with a hoist
- Hitch ball located 3" ahead of the rear axle centerline

OPTIONS INCLUDED IN THE PRICE:

Mud Flaps behind the rear wheels with anti sail bracket

Factory Fuel Fill Kit

Remove pick up box

Relocate BU camera from the tailgate to the flatbed and certify to FMVSS

PRICING PER DAS STATE OF IOWA CONTRACT MA005-24134

NET PRICE FOB DES MOINES: \$6,388.00

Sub Total:	\$14,730.00
Discount:	
Sales Tax:	\$0.00
Grand Total:	\$14,730.00

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

Accepted by:	
Date:	
P.O. Number:	

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

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

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



P.O. Box 3265
Des Moines, IA 50316
Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Customer: 70057

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

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

Make: Ford	Model: F450	Year: 2026	Single/Dual: Dual
Cab Type:	Wheelbase: 0	Cab-to-Axle: 84	VIN:

FURNISH AND INSTALL:**1 - 6132D5460-B Service Body - Raised L1V/R1V compartments**

OVERALL LENGTH: ----- 133-1/4" OVERALL WIDTH: ----- 94" FLOOR WIDTH: ----- 54" SIDE
COMPARTMENT HEIGHT: ---- 40" SIDE COMPARTMENT DEPTH: ---- 20" FLOOR HEIGHT: ----- 24"

14 Gauge Galvannealed body shell,
20 Gauge Galvannealed double paneled door with reinforcing hat section,
Double spring over-center door closures,
12" Automotive style slam latch tailgate,
Patented "Quick Mount" installation,
Exclusive return flange,
Interior flush mounted light guard,
Complete under coating,
Exclusive stainless steel continuous hinge with stainless steel pin,
Exclusive 12-step electrodeposition epoxy priming system for superior corrosion protection
Light gray finish painted interior,
Superior continuous (No Gap around striker), automotive bulb type neoprene door seals,

STREETSIDE COMPARTMENTATION:

1V = 34" in length x 60" high
2V = 21-1/4" in length x 40" high
H = 52-3/4" in length x 18-1/2" high
3V = 25-1/4" in length x 40" high

CURBSIDE COMPARTMENTATION:

1V = 34" in length x 60" high
2V = 21-1/4" in length x 40" high
H = 52-3/4" in length x 18-1/2" high
3V = 25-1/4" in length x 40" high

COMPARTMENTATION

COMPARTMENT	STREET SIDE	CURB SIDE
FRONT VERTICAL	2 - ADJ. DIVIDER SHELVES	2 - ADJ. DIVIDER SHELVES
SECOND VERTICAL	2 - ADJ. DIVIDER SHELVES	CTECH 14"Wx17.5"Dx30"H, 3-3"2-5"1-7"
HORIZONTAL	OPEN	1 - BOLT IN DIVIDER SHELF
REAR VERTICAL	2 - PULL OUT SHELVES	2 - ADJ. DIVIDER SHELF

OPTIONS INCLUDED IN PRICE:

LED surface mount light kit
Activate integrated rear strobe to upfitter switch



P.O. Box 3265
Des Moines, IA 50316

Quote Date: 7/25/2025

Quote Valid Until: 10/26/2025

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

Page 2 of 2

Master-Locking System
Knaplined Hitch recessed bumper
6 cargo tie downs in the load bed area
2 - 12" grab handles, one on right and one on left
Aluminum tread plate rock guards on front side of side packs
3 point T-Handle Latches
E-Track 3" from top of side packs in load bed area on both sides
Ford Install Kit
Ford Fast flash kit
Full height punched bulkhead between tall side packs
Knapheide Utility Rack painted white
Receiver Hitch (21,000#)
RV Style Trailer Plug
Hitch recessed Knaplined bumper
Spray on Bed liner on the compartment tops and load bed area

NET PRICE FOB DES MIONES: \$28,840.00

PRICING PER DAS STATE OF IOWA CONTRACT MA005-24134

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

Accepted by:	
Date:	
P.O. Number:	

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

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

* Sales Tax is not included unless otherwise noted.

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

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion approving the purchase of one Ford F-150 from Stivers Ford of Wauke, Iowa in the amount of \$51,388 using Iowa Department of Administrative Services contract #24051, CIP #24032. [All Wards]

Recommendation:

Pass the Motion.

Background:

This truck will replace an unmarked Traffic Division vehicle assigned to the Police Department.

Funding for this purchase is from Public Safety Vehicle Replacement funds.

Attachments:

1. Quote

PPV Group B - FORD F150 POLICE RESPONDER 4X4 Pickup, Automatic		Ford
Make:	F150	
Transmission	W1P	
This vehicle is police pursuit rated. Model Name:	XL	
Exact Model Code:	150A	
DEALER NAME: STIVERS Trim Pkg. Common Name:	998	
Exact Trim Pkg. Code:	44G	
Engine Code: Transmission Code:		

BASE VEHICLE SPECIFICATIONS		
Engine & Body	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available
Body	5.5' Box	STD
Cooling	Failsafe cooling	STD
Engine	3.5L V6 EcoBoost Engine. Additional Heavy Duty Engine Oil Cooler	Cylinders: Liters: HP: Torque:
Engine Block Heater		41H
Drive Axle		
Rear Axle	Electronic Locking	STD
Transfer Case	With Hi/Lo ranges and electronic shift on the fly	STD
Electrical		
Alternator	240 AMP	
Battery	Heavy duty maintenance free: 610 CCA/70AMP	
Power Point	Two 12V Front	STD
Transmission		
Automatic	4x4 Electronic Shift-on-the-fly (ESOF) with neutral towing capability; 10 speed automatic	STD
Doors & Windows		
Doors	Power	STD
Key Sets with Fobs	Two keys with fobs	67P
Windows	Rear fixed, Defroster, privacy glass	924,57Q
Windows	Privacy glass behind "B" pillar;	924
Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
Headlamps	Halogen	STD
Hooks, Tow	Front Tow 4X4, two	STD
Hooks, Box	Pick-up box tie downs, four	STD
Mirrors	Manual folding dual glass side view mirrors	STD
Paint	All standard colors	STD
Tailgate	Removable, if available with 85A; power lock	STD
Trailer Brake Controller	Integrated	67T
Trailer Tow Package	(incl. Smart Trailer Tow Connector) that includes Class IV Receiver, 4- pin/7 pin wiring harness, upgraded front stabilizer bar, auxiliary heavy duty transmission cooler; 3.5L V6 Ti-VCT incl. engine oil cooler; Note: Doesn't include trailer tow mirrors or integrated brake controller.	STD
Flooring		
Floor Covering	Full floor covering, rubber or vinyl preferred	STD
Interior		
Air Conditioning	AC with all required options	STD
Bluetooth	Factory preferred but dealer installed acceptable	STD
Gauge Package	Seven gauge cluster	STD
Horn	Dual note	STD
Lamp	Cargo lamp integrated with center high mounted stop lamp	STD
Mirror	Rearview, day/night	STD
Radio	AM/FM with internal clock with six speakers	STD
Steering Column	Tilt / Cruise Control	STD
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp.	PB
Safety		
Airbags	Front airbags driver and passenger, Safety Canopy *side curtain airbags, and front seat mounted side airbags	STD
Anti-Theft	SecuriLock® Passive Anti-Theft System (PATS)	STD
Brakes	Power 4 Wheel Anti-lock Disk with ABS	STD
Curve Control		STD
Daytime Running Lights		942
Hill Start Assist		STD
Rear Backup Camera	Factory preferred but dealer installed acceptable, 85A required	STD
Stabilizer Bar	Front	STD
Trailer Sway Control		STD

STIVERS			
Seating	Minimum Requirements	Mfg. Codes / STD for standard / NA for not available	NOT FINAL BID PRIC
Driver and Passenger	Cloth 40/blank/40 Front seats w/center section deleted. (Restraint control module cover provided.) Manual 2-way seat adjuster	STD	
Rear Seating	Vinyl rear bench seat - 60/40 flip-up split seat with elongated cushion	STD	
Suspension			
Front	Independent front suspension (IFS)	STD	
Shock Absorbers	Heavy Duty Gas Shock absorbers, outboard mounted front/rear; spring front coil, rear leaf - two stage variable rate	STD	
Tires & Wheels			
Tires	275/65R/18E OWL All terrain tires	265/70R 18 at	
TPMS	Tire Pressure Monitoring System - does not apply to spare	STD	
Spare	Spare/wheel lock; jack and lug wrench	STD	
Wheels	18 inch Steel	STD	
BASE VEHICLE PRICE CONFIGURED AS PER ABOVE SuperCrew 4X4 5.5' Box			
ADDITIONAL OPTIONS			
Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle			
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater		STD DEDUCT COST:	(\$40.00)
Doors & Windows			
Keys	2 extra key sets, 4 total sets with each vehicle with/without fobs	NA, COMES W/ 4	
Window, Rear	Power sliding glass	435	\$460.00
Exterior			
Bed liner	Spray In	DLR	\$595.00
Front License Plate Bracket	If not standard	STD	
Fog Lamps		595	\$145.00
Running Boards	Black platform	18B	\$255.00
Tonneau Pickup Box Cover	Hard	DLR	\$2,495.00
Tonneau Pickup Box Cover	Soft Folding	DLR	\$695.00
Trailer Brake Controller	Integrated	DEDUCT COST:	(\$225.00)
Trailer Tow Mirrors		54Y	\$395.00
Flooring			
Floor Covering	All weather rubber floor mats (requires 168 carpeting)	47r	\$200.00
Carpet	Color-coordinated Carpet w/carpeted matching floor mats	168	\$150.00
Packages			
Mirror Pkg.	Manual-folding, dual power glass side view mirrors with heat, turn signal, auto-dimming feature (driver's side), high-intensity LED security approach lamps, LED side -mirror spotlights (incl. Interior auto-dimming rearview mirror)	54R Requires Spotlight	\$405.00
Safety			
Backup Alarm		85h	\$220.00
Daytime Running Lights	Delete	std DEDUCT COST:	(\$40.00)
Pre-Collision Assist with	Includes forward facing camera and collision warning alerts.	STD	
Reverse Sensing System	Reverse Sensing System (req. 53b Class IV Trailer Hitch, 53A Trailer Tow pkg. or 53C Max Trailer Tow Pkg.	STD Factory installed? Y	\$0.00
Rear View Camera with		STD	
Seating			
Power Passenger Seat	10 Way Adjustable	61P	\$300.00
E			
PPV Group B - FORD F150 POLICE RESPONDER 4X4 Pickup, Automatic Trans			Page 3
STIVERS			

Extended Warranty	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost
Extended Warranty	100,000 mile or more extended warranty	Explain coverage:		
DELIVERY				Cost
DELIVERY PRICE PER MILE:	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$3.00
Delivery FOB	Delivery Cost to Dept of Administrative Services, in Des Moines, IA	Enter miles in whole number:	177	\$531.00
Delivery FOB	Delivery Cost to University of Iowa, Iowa City, IA	Enter miles in whole number:		\$0.00
Delivery FOB	Delivery Cost to Iowa State University, Ames, IA	Enter miles in whole number:		\$0.00

PPV Group B 2.1 - DEPARTMENT OF ADMINISTRATIVE SERVICES - SuperCrew 5.5' - 4X4		Mfg. Code / NA / STD	Option Price
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			
		Make:	Ford
		Model Name:	F150
		Exact Model Code:	W1P
		Trim Pkg. Common Name:	XL
		Exact Trim Pkg. Code:	150A
		Engine Code:	998
		Transmission Code:	44G

PPV Group B 2.2 - UNIVERSITY OF IOWA - SuperCrew 5.5' - 4X4		Mfg. Code / NA / STD	Option Price
Bed liner	Spray In	0	\$595.00
Box Side Steps	Box Side Access Step	0	\$0.00
Running Boards	Black platform	0	\$255.00
Tonneau Pickup Box Cover	Hard	0	\$2,495.00
Trailer Brake Controller	Integrated	DEDUCT COST:	(\$225.00)
Mirror Pkg.	Manual-folding, dual power glass side view mirrors with heat, turn signal, auto-dimming feature (driver's side), high-intensity LED security approach lamps, LED side -mirror spotlights (incl. Interior auto-dimming rearview mirror)	0	\$405.00
Daytime Running Lights	Delete	DEDUCT COST:	(\$40.00)
Reverse Sensing System	Reverse Sensing System (req. 53b Class IV Trailer Hitch, 53A Trailer Tow pkg. or 53C Max Trailer Tow Pkg.	Factory installed? Y	\$0.00
Pre-Collision Assist with pedestrian detection	Includes forward facing camera and collision warning alerts.	0	\$0.00
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			
		Make:	Ford
		Model Name:	F150
		Exact Model Code:	W1P
		Trim Pkg. Common Name:	XL
		Exact Trim Pkg. Code:	150A
		Engine Code:	998
		Transmission Code:	44G

PPV Group B 2.3 - IOWA STATE UNIVERSITY - SuperCrew 5.5' - 4X4		Mfg. Code / NA / STD	Option Price
Bed liner	Spray In	0	\$595.00
Running Boards	Black platform	0	\$255.00
Tonneau Pickup Box Cover	Hard	0	\$2,495.00
Mirror Pkg.	Manual-folding, dual power glass side view mirrors with heat, turn signal, auto-dimming feature (driver's side), high-intensity LED security approach lamps, LED side -mirror spotlights (incl. Interior auto-dimming rearview mirror)	0	\$405.00
		Estimated Quantity	1
TOTAL PRICE FOR EACH VEHICLE: (Includes Base Vehicle Cost, Options, and Delivery Cost)			
		Make:	Ford
		Model Name:	F150
		Exact Model Code:	W1P
		Trim Pkg. Common Name:	XL
		Exact Trim Pkg. Code:	150A
		Engine Code:	998

				Transmission Code:	44G
				Base Vehicle Price:	\$47,597.00
				Options:	\$3,260.00
				Delivery:	\$531.00
				Total:	\$51,388.00

City of Davenport

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

Action / Date
8/27/2025

Subject:

Motion approving a Memorandum of Agreement (MOA) with the Federal Aviation Administration for equipment installed at the Davenport Municipal Airport. [Ward 8]

Recommendation:

Pass the Motion.

Background:

In 1981, the Federal Aviation Administration installed nine (9) pieces of navigational equipment at the Davenport Municipal Airport for use by pilots navigating to and from the airport as well as landing at the airport at night and in bad weather. These nine pieces of equipment were under a 20-year land lease agreement (MOA) which was again renewed in 2006 for an additional 20 years. The current land lease agreement expires in September 2026, and the FAA wishes to sign a new 20-year land lease agreement (MOA) for the period October 1, 2026 through September 30, 2046 allowing the equipment to remain on and be used by the airport. The FAA maintains the equipment at no cost to the airport and the airport does not charge a land lease fee.

Attachments:

1. Memorandum of Agreement

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF DAVENPORT, IOWA

FAA CONTRACT NO: 697DCM-26-L-00008

ATID/FACILITY TYPE: DVN/MOA

LOCATION: DAVENPORT, IOWA

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between City of Davenport, Iowa, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Contract #DTFACE-07-L-00001 and all other previous agreements between the parties for the property described in this document.
4. **Witneseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and

direct support of the ongoing operation of the Davenport Municipal Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2026 and continuing through September 30, 2046.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or

telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Davenport Municipal Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. **Officials Not To Benefit (09/2021) 6.3.0-2**

B. **Contracting Officer's Representative (09/2021) 6.3.0-4**

C. **Contingent Fees (09/2021) 6.3.0-5**

13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. **Changes, Modifications (01/2022) 6.3.8-1** The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject

contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
28. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Davenport, Iowa
9230 Harrison St.
Davenport, IA 52806

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF DAVENPORT, IOWA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Printed Name: Mike Matson
Title: Mayor
Date: _____

By: _____
Printed Name: Joan C. Harris
Title: Real Estate Contracting Officer
Date: _____

DATED OCTOBER 1, 2026

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

697DCM-26-L-00008

DAVENPORT MUNICIPAL AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID)</u> <u>Number</u>	<u>Comments</u>
1	MALSR	15 (DVN)	Facility site, equipment shelter site, restricted critical area, access road
2	LOC/DME	15 (DVN)	Antenna site, equipment shelter site, restricted critical area, access road
3	GS	15 (DVN)	Facility equipment shelter site, restricted critical area
4	VASI	15 (DVN)	Facility Site
5	VASI	33 (DVNA)	Facility Site
6	VASI	03 (DVNB)	Facility Site
7	VASI	21 (DVNC)	Facility Site
8	ASOS	(DVN)	Sensor Group Site, ACU located in NWS office
9	RTR/VOT	(DVN)	Facility building site