COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, November 19, 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. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for Case ORD25-03 being the request of Leverage Holdings LLC to amend Chapter 17.08 entitled "Uses" of the Municipal Code of Davenport, Iowa to allow wholesale establishment as a permitted use in the C-3 zoning district and add principal use standards for wholesale establishment. [All Wards]

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Paul Reinartz, Vice Chair

IX. COMMUNITY DEVELOPMENT

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

2. First Consideration: Ordinance for Case ORD25-03 being the request of Leverage Holdings LLC to amend Chapter 17.08 entitled "Uses" of the Municipal Code of Davenport, Iowa to allow wholesale establishment as a permitted use in the C-3 zoning district and add principal use standards for wholesale establishment. [All Wards]

3. Resolution approving Case F25-13 being the request of Elmore Storage LLC for a final plat of Jersey Farms Commercial Park Fifth Addition, a 2-lot subdivision on 13 acres

located at 6403 Elmore Avenue. [Ward 6]

X. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XI. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Mississippi Avenue along the east side from Kimberly Road to 39th Street. [Ward 7]

2. Third Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding West High Street along the south side from Gaines Street to Brown Street. [Ward 4]

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

   Ballet Quad Cities; Nutcracker School Program; RiverCenter/Adler Theatre | 136 East 3rd Street; 8:00 a.m. - 4:00 p.m. Friday, December 12, 2025; **Closure:** northernmost parking lane/loading zone, westbound traffic lane, and center lane on East 3rd Street from Brady Street to Iowa Street. [Ward 3]

4. Motion approving beer and liquor license applications.

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

   Ward 3

   The Museum Bar at Ecdysiast Arts Museum (Ecdysiast Arts, LLC) - 322 Brady Street – New License - License Type: Class C Liquor (On-Premises)

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

   Ward 5

   Kelso's Corner Bar (Tipsy Village, LLC) - 1117 Mound Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

   Ward 7

   Columbus Club of Davenport, Iowa (Columbus Club of Davenport) - 1111 West 35th Street - License Type: Class C Liquor (On-Premises)

XII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

XIII. PUBLIC WORKS

1. Resolution accepting work completed under the FY 2024 Contract Sewer Repair Program by Petersen Plumbing & Heating Co of Davenport, Iowa in the amount of $537,317.46, CIP #30060 and #33001. [All Wards]

2. Resolution accepting work completed under the Junior Theatre Renovation at the Davenport Learning Center project by Bill Bruce Builders Inc of Eldridge, Iowa in the amount of $372,254.43, CIP #64130. [Ward 7]

3. Resolution accepting work completed under the Oak Street (2804 Oak Street to West 29th Street) Reconstruction project by Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of $274,658.52, CIP #35062.

4. Resolution accepting work completed under the Riverview Terrace Park ADA Accessibility project as part of the 2024 Residential Alley Resurfacing Program by Emery Construction Group Inc of Moline, Illinois in the amount of $58,588.80, CIP #35038. [Ward 3]

XIV. Motion recommending discussion or consent for Public Works items

FINANCE

Jazmin Newton, Chair; Mhisho Lynch, Vice Chair

XV. FINANCE

1. Second Consideration: Ordinance amending Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate community cat recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport. [All Wards]

2. Second Consideration: Ordinance amending Chapter 12.72 entitled "Conduct in Public Parks" of the Municipal Code of Davenport, Iowa to update language and requirements outlined in Iowa State Code Chapter 724.28. [All Wards]

3. Resolution adopting and approving tax compliance procedures relating to tax-exempt bonds. [All Wards]

4. Resolution approving the Agreement and Release from the Estate of James W. Victor. [All Wards]

5. Resolution setting a Public Hearing on the proposed conveyance of City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner. [Ward 5]

6. Motion approving an agreement for the Modern Woodmen Park Stadium Cost Audit with P2P Audit Group, LLC of Marion Center, Pennsylvania for an amount not to exceed $90,000. [Ward 3]

7. Motion approving the purchase and installation of new playground equipment for Slattery Park from BCI Burke Company of Fond du Lac, Wisconsin in the amount of $78,951 using Sourcewell contract #010521-BUR, CIP #64119. [Ward 7]

8. Motion approving submission of the City of Davenport Annual Urban Renewal Report for FY 2025. [All Wards]

XVI. Motion recommending discussion or consent for Finance items

XVII. PURCHASE ORDERS OF $10,000 TO $50,000 ENTERED OCTOBER 16-31, 2025 (For Information Only)

1. Assured Partners Capital Inc | risk and occupational health consulting services | Amount: $10,000
2. Rink-Tec International Inc | ice rink controller replacement | Amount: $10,045.73
3. Blue Bench LLC | Vander Veer education room remodel | Amount: $10,213
4. Scott County Sheriff | September 2025 booking fees | Amount: $10,950
5. Colton Strawser Consulting | AmeriCorps program evaluation consulting services | Amount: $12,000
6. SKM LLC | TR02 ladder swivel repair service | Amount: $15,153
7. Watersmith Engineering | West Locust storm sewer engineering services | Amount: $16,775
8. White Roofing Co Inc | roof replacement on de-watering building at WPCP | Amount: $19,900
9. MoboTrex Holdings LLC | traffic detection system at Central Park and Division | Amount: $20,864.25
10. MSA Professional Services LLC | Glaspell Street rehabilitation engineering services | Amount: $21,807.20
11. Daupler, Inc | Public Works after-hours response management system | Amount: $24,961
12. Mid American Signal Inc | Kinetics Signal (MaxView) annual renewal | Amount: $25,500
13. Century Home Co Inc | early order Golf turf chemicals | Amount: $25,755.75
14. Quad Cities Chamber of Commerce | FY 26 funding for RIADA | Amount: $26,100

XVIII. Other Ordinances, Resolutions and Motions

XIX. 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.

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

XX. Final Comments from Council Members and the Mayor

XXI. Adjourn

City of Davenport

Department: Development & Neighborhood Services **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **11/19/2025**

Subject:
Public Hearing for Case ORD25-03 being the request of Leverage Holdings LLC to amend Chapter 17.08 entitled "Uses" of the Municipal Code of Davenport, Iowa to allow wholesale establishment as a permitted use in the C-3 zoning district and add principal use standards for wholesale establishment. [All Wards]

Recommendation:
Hold the Hearing.

Background:
At its November 4, 2025 meeting, the Plan and Zoning Commission unanimously recommended Case ORD25-03 to the City Council with a recommendation for approval subject to the findings and listed conditions. The conditions for the creation of principal use standards for wholesale establishment have been incorporated into the Ordinance.

Findings

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

Conditions

Create the following principal use standards for Wholesale in Section 17.08.030:

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:

    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.

Case Overview

City staff received an application for a zoning text amendment from a property owner requesting an amendment to allow "Wholesale" as a permitted use in the C-3 General Commercial Zoning District. The proposed zoning text amendment will impact all properties throughout Davenport zoned C-3 General Commercial Zoning District. The Petitioner has provided initial statements by approval standard as a supplement to the request, which can be seen in the application document. The summary provided by the applicant is below:

As indicated, the Petitioner perceives there are various reasons that a text amendment is needed to add wholesale use in the C-3 Districts, but the most blatant/obvious include, but are not limited to:

1. Current commercial market conditions have changed as less big-box buildings are being built and those that have been built now need to be retrofitted for alternative uses.
2. Wholesaling, for the most part, will lessen the intensity in these Districts, and while truck/semi-truck traffic could slightly increase, the streets and properties in the C-3 District can easily accommodate such concerns. In essence, while wholesaling is distinguishable from retail, in this stance, it's a distinction without a real difference.
3. Wholesaling is consistent with Davenport's current comprehensive plan and was previously allowed in certain C-Districts under Davenport's prior zoning code, such that to resurrect its use now leaves little to be done and allows market conditions to proceed with redevelopment.

Zoning Ordinance Purpose Statement

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

Zoning Ordinance Use Definition

Wholesale Establishment. A business where goods are sold to either retailers, or to industrial, commercial, institutional, or other professional business users, or to other wholesalers and related subordinated services.

Use Matrix (Table 17.08-1)

The principal use "Wholesale Establishment" is permitted in the following zoning districts:

1. I-1 Light Industrial District
2. I-2 Heavy Industrial District

The principal use "Wholesale Establishment" is permitted as a special use in the following zoning districts:

1. I-MU Industrial Mixed Use District

Approval Standards for Text Amendments

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

Upon staff review, the following proposed principal use standards alleviate concerns for future wholesale in C-3.

Proposed Principal Use Standard

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:

    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.

Public Input

A notice of Public Hearing was published in the *Quad-City Times* informing the community of the October 14, 2025, Plan and Zoning Commission Public Hearing. In addition, the notice of a Public Hearing was published in the *Quad-City Times* for the November 19, 2025, Public Hearing at the Committee of the Whole. To date, staff have not received any public comments in favor or opposition to the request. Staff will apprise Council of any correspondence.

Attachments:
1. Ordinance
2. Application Leveraged Holdings
3. Proposed Principal Use Standard - Wholesale Establishment
4. C-3 Zone Overview Map
5. Industrial Zone Overview Map
6. Use Matrix Table - Wholesale1

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ORD25-03 BEING THE REQUEST OF LEVERAGED HOLDINGS LLC TO AMEND CHAPTER 17.08 ENTITLED "USES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO ALLOW WHOLESALE ESTABLISHMENT AS A PERMITTED USE IN THE C-3 ZONING DISTRICT AND ADD PRINCIPAL USE STANDARDS FOR WHOLESALE ESTABLISHMENT.

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

Section 1. That Section 17.08.020 of the Municipal Code of Davenport, Iowa be, and the same is hereby amended to add "Wholesale Establishment" as a permitted use in the C-3 zoning district on Table 17.08-1: Use Matrix.

Section 2. That Section 17.08.030 of the Municipal Code of Davenport be, and the same is hereby amended to add a new subsection **EE**, with all subsequent subsections re-lettered accordingly, and to update the Use Standard column of Table 17.08-1 in Section 17.08.020 to reflect this change.

EE. Wholesale Establishment

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:
    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.

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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR

ZONING TEXT AMENDMENT

(CHANGE TO ZONING ORDINANCE LANGUAGE)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
	09/18/2025	

ZONING CODE HEADINGS & SECTION NUMBERS IMPACTED
17.05.020; 17.08; Table 17.08-1; *See Addendum

REASON FOR ZONING CODE TEXT CHANGE
Allow Wholesale Establishment as Permitted Use in C-3 Zoning District

EXISTING ZONING CODE LANGUAGE TO BE CHANGED
C-3 zoning appears to restrict Wholesale Establishment

APPLICANT INFORMATION

Applicant Name | Company Name
Leveraged Holdings LLC

Address
5167 Utica Ridge Road

City | State | Zip
Davenport IA 52807

Phone
[redacted]

Secondary Phone

[redacted]

Acceptance of Applicant

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

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

Thad DenHartog
Type Applicant's Name

Applicant's Signature

09/18/2025
Date

PROPOSED ZONING CODE LANGUAGE
Permit within the C-3 zoning district Wholesale Establishments as defined in 17.08.050, thereby allowing sale to warehouses and distributors.

DEVELOPMENT TEAM

Owner
Leveraged Holdings LLC

Address
5167 Utica Ridge Road

Phone
[redacted]

Secondary Phone

E-Mail Address
[redacted]

Attorney/Other
Thomas J. Pastrnak

Address
313 W. 3rd Street Davenport, IA 52801

Phone
[redacted]

Secondary Phone

E-Mail Address
[redacted]

COMPLETE SUBMITTALS SHALL INCLUDE: ***SUBMITTED***

- Existing & Proposed Text, as a .PDF, if preferred ☐
- Authorization to Act as Applicant, if necessary ☐
- Application Fee: (REQUIRED) **$400*** ☐
  *plus Scott County Recording Office fees at a later date

PROCEDURE SHALL BE AS STATED IN §17.14.040

Approval Standards:
Consistency with the Comprehensive Plan and Future Land Use Map.
Promotion of public health, safety, and welfare of the City.
Consistency with the general intent and regulations of Title 17.
Purpose of the amendment (error correction/omission, or clarification).
Extent that the proposed amendment protects against nonconformities.

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

Addendum to
Zoning Code Headings & Section Numbers Impacted

*and such other provisions in Davenport's City Code, especially relating to C-3 zoning, that should be included therewith

Leveraged Holdings, LLC
RE: Zoning Text Amendment Standards

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

Not surprisingly and by adding/permitting wholesale (which is merely selling goods and/or services to a limited customer base as defined by Davenport's Code) it lessens the intensity on properties in a C-3 District (although it may increase traffic and/or semi-truck traffic which the arterial roads in the C-3 District are very capable of handling along with the properties thereon which, in most instances, already have load areas) such that:

A. consistency with the Comprehensive Plan and land use policies are maintained; and

B. synergy with existing development will also be maintained

Furthermore, as wholesaling was once a permitted use in certain C-Districts based on Davenport's prior zoning code, its reemergence will not impair and/or impact properties in the C-3 District; rather, based on existing market conditions, it enhances development in the C-3 District.

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

While the text amendment is somewhat neutral on this issue, Petitioner submits that by allowing wholesale use in the C-3 District, it will provide:

A. the expansion/development of big box facilities that are vacant/near vacant;

B. remove/reduce loitering/vagrancy in these affected areas; and

C. provide enrichment to the tax base

3. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.

Petitioner reemphasizes that wholesaling was once a permitted use in certain C-Districts based on Davenport's prior zoning code, such that in essence its truly not inconsistent with the concept and general notion of what is or should be in a commercial district.

4. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.

No, although Petitioner acknowledges that market conditions have changed commercially, such that there are less big-box stores being built and those that have been built need to be retrofitted.

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

Actually, by adding wholesaling, the text amendment renders those properties previously grandfathered under the prior zoning code or currently engaging in wholesaling on an ancillary basis to now be a conforming use once again (in fact, some existing retailers are already engaging in wholesale activities with business customers, for example: Sam's Club, Costco, Best Buy, etc.)

Proposed Wholesale Establishment Ordinance Amendment

November 4, 2025

The proposed principal use standard will go as 17.08.030.EE to maintain appropriate alphabetical order. Following P&Z action, section instructions will be written for amendment proposal.

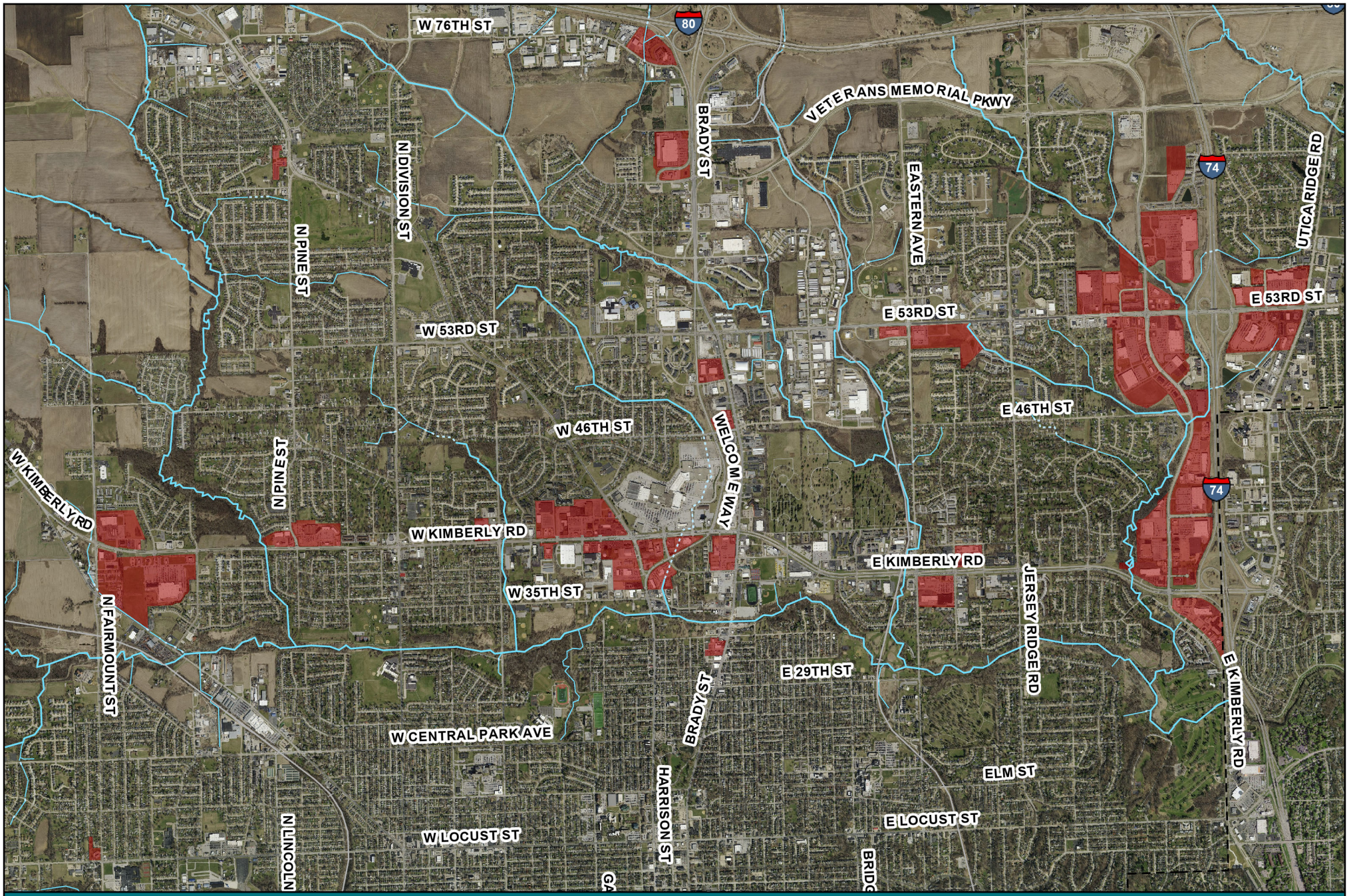
Proposed Table 17.08 – 1 Use Matrix

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
Wholesale Establishment										P						P	P	S				Sec. 17.08.030.EE

17.08.030 Principal Use Standard

EE. Wholesale Establishment.

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:
    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.



Legend

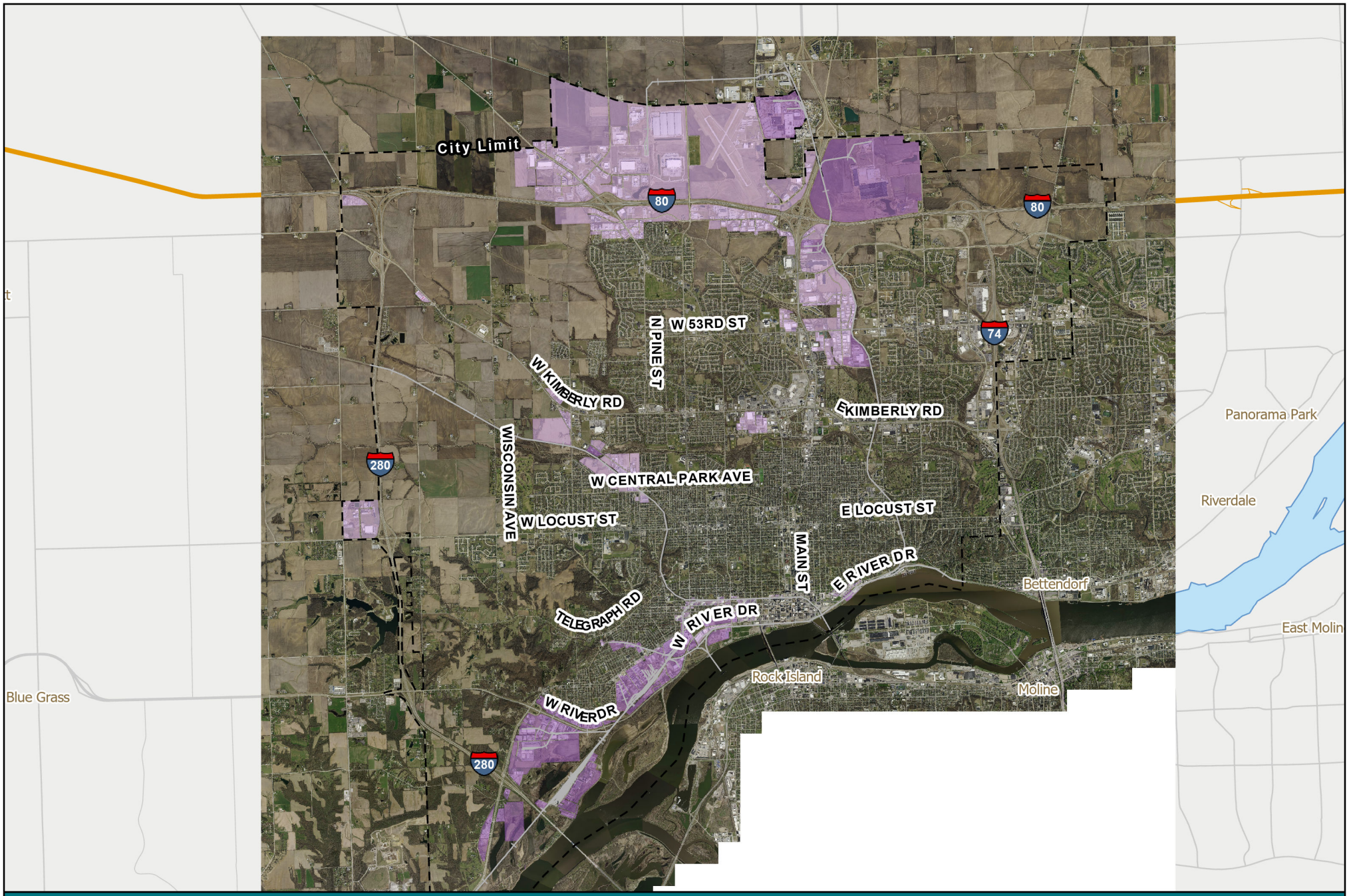
Zoning Districts
C-3

C-3 General Commercial Zoning District

C-3 Zone Overview Map

0 0.5 1 Miles

N



Legend

- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- I-MU Industrial Mixed-Use Zoning District

Industrial Zone Overview Map

0 1 2 Miles

N

17 Attachment 1

City of Davenport

Table 17.08-1
Use Matrix
[Amended 12-11-2024 by Ord. No. 2024-522; 3-13-2024 by Ord. No. 2024-119; 1-11-2023 by Ord. No. 2023-05; 11-23-2021 by Ord. No. 2021-445; 6-9-2021 by Ord. No. 2021-218; 6-10-2020 by Ord. No. 2020-233; 9-11-2019 by Ord. No. 2019-363]

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
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,									S	S					S			S			S	Sec. 17.08.030.L

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
Residential																						
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
Dwelling - Multifamily					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 Semidetached		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 of/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	
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				

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
Live Performance Venue										P	P		P	P	P	P		P				
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	
Microbrewery/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	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		P	
Private Recreation Facility								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	
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				
Vehicle Operation Facility																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
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	P	S				
Wind Energy System												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																						
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

City of Davenport

Department: Development & Neighborhood Services **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **11/19/2025**

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

Recommendation:
Adopt the Ordinance.

Background:
Solar Moratorium

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

Plan and Zoning Commission

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

Findings

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

Project History

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

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

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

Approval Standards for Text Amendments

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

Public Input

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

Attachments:

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

ORDINANCE NO. _____

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

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

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

17.02.030 **Definition of general terms.**

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

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

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

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

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

17.08.030 **Principal use standards.**

BB. Solar - Utility-Scale.

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

d. Solar energy systems shall be built with "anti-reflective coating" or similar language and shown on the specification sheets submitted.

e. A third-party glare study and confirmation that glare will be minimized or eliminated from adjacent properties, buildings, and residences shall be submitted for approval to the Zoning Administrator.

f. A view sheds analysis from residential districts to solar energy systems shall be submitted for approval to the Zoning Administrator. Solar energy systems must be screened from view of residential districts using trees, shrubs, and other perennial plants, the locations of the screening shall be derived from the analysis.

g. All components of the solar energy systems shall be maintained in good state of repair and safe condition. Damaged, deteriorated or inoperable solar energy systems components shall be repaired or replaced in 12 months. In the event of those circumstances not considered in this ordinance prevent repair of the solar energy system components by 12 months, communications and presentation of rectifying steps shall be made to The Zoning Administrator.

h. A Site maintenance plan shall be submitted and approved by the Zoning Administrator. The plan shall include the repair and replacement of solar energy system equipment, landscaping maintenance, and other agreements not limited to this ordinance shall be submitted.

i. A decommissioning plan shall be submitted and approved by the Zoning Administrator. The decommissioning plan shall include steps for the removal of all solar arrays, structures, foundations, private roads or driveways, and any other element constructed by facility owner or operator for the purpose of maintaining or operating the solar energy systems. The plan shall follow demolition requirements per city code to include site finish, drainage, and ground cover. Additional information may be required by the Zoning Administrator.

j. Shall include provisions for future growth opportunities including future rights-of-way, public infrastructure, utilities, subdivisions, and other easements as established within the City Code.

k. All accessory uses and structures shall follow accessory use standards.

l. Battery energy storage systems accessory to Solar - Utility-Scale systems shall be subject to these additional standards:

i. Battery energy storage systems shall be setback a minimum of 200 feet from a property line.

ii. Battery energy storage system shall be setback a minimum of 200 feet from the edge of any natural waterbody to include any water conveyance system, detention or retention facility that openly feed natural waterbodies.

iii. Battery energy storage systems shall be setback a minimum of 500 feet from any building.

iv. Battery energy storage systems shall be secured from the public.

v. Maintenance and decommissioning plan associated solely with the battery energy storage systems to include but not limited to the anticipated life of the battery energy storage systems and the safety steps required for continued use shall be submitted for approval to the Zoning Administrator.

vi. Dilapidated or inoperable battery energy storage systems shall be repaired or replaced within 12 months. In the event of those circumstances not considered in this ordinance

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

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

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

17.08.050 **Use definitions.**

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

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

17.090.030 **Accessory structures and uses.**

S. Accessory Solar Energy System.

1. General Requirements.
   a. Shall be built with "anti-reflective coating" or similar language and shown on the submitted specifications sheet for the solar energy system.
   b. The solar energy system must be placed so that concentrated solar radiation or glare is not directed onto adjacent properties or roadways.
2. Building Mounted Systems
   a. A building mounted solar energy system may be mounted or applied to the roof, wall, or other architectural feature not included here of a principal building or accessory structure.
   b. On pitched roof buildings, the maximum height of a roof-mounted solar panel may rise is 18 inches.
   c. On flat roofed buildings the solar energy system shall be setback from the edge of the roof 1 foot for every 2 feet in height.
      i. Solar energy system shall not exceed 6 feet in height on a structure 40 feet or less in height. For structures 40 feet in height or less and for any building where the solar energy system cannot meet the setback requirement, there must be either a parapet wall or other solid building material that is architecturally integrated with the structure to screen the solar energy system.
      ii. Solar energy system shall not exceed 15 feet in height on a structure over 40 feet in height.
   d. Wall-mounted solar panels may project up to 2.5 feet from a building facade and must be integrated into the structure as an architectural feature.
3. Freestanding Solar Energy Systems.
   a. Freestanding solar energy systems are prohibited within the Special Flood Hazard Area.
   b. Freestanding solar energy systems shall follow accessory structure regulations in Section 17.09.030.
   c. Freestanding solar energy systems shall be subject to the underlying zoning districts maximum impervious surface and maximum building coverage standards.
   d. In residential districts except for R-MF:

i. Freestanding solar energy systems are only allowed in the rear yard.

ii. On a double frontage or through lot, the rear yard shall be considered the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Freestanding solar energy systems are permitted in the designated rear yard and are subject to the principal use setbacks.

iii. The maximum height of a freestanding solar energy systems is 10 feet.

iv. Shall not be larger than 50% of the building footprint or 720 square feet, whichever is greater.

e. In all other districts including R-MF:

i. Freestanding solar energy systems are allowed in the rear and interior side yard.

ii. Freestanding solar energy systems shall not be larger than 50% of the impervious surface.

iii. Freestanding solar energy systems are permitted in all yards when over an approved parking lot and subject to these additional standards:

1) Shall provide minimum vertical clearance of 8 feet.

2) Shall not remove or cover parking islands or landscaped areas.

3) Shall follow all parking standards.

f. Battery Energy Storage Systems are prohibited as an accessory use unless granted permission by the Fire Marshal.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Proposed Solar Ordinance Amendment
November 05, 2025

17.02.030 Definition of General Terms

Battery Energy Storage System

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

Solar Energy System

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

17.08.050 Use Definitions

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

PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STAND-
Solar - Utility-Scale																S	S		S			Sec. 17.08. 030.BB

17.08.030 Principal Use Standard

1. General regulations for Solar Energy Systems:

a. Solar energy systems must follow district standards unless mentioned here.

b. Solar energy systems are prohibited within the Special Flood Hazard Area.

c. No grid-tied solar energy systems may be installed until evidence has been provided that the owner has been approved by the utility company to install the system.

d. Solar energy systems shall be built with “anti-reflective coating” or similar language and shown on the specification sheets submitted.

e. A third-party glare study and confirmation that glare will be minimized or eliminated from adjacent properties, buildings, and residences shall be submitted for approval to the Zoning Administrator.

f. A view sheds analysis from residential districts to solar energy systems shall be submitted for approval to the Zoning Administrator. Solar energy systems must be screened from view of residential districts using trees, shrubs, and other perennial plants, the locations of the screening shall be derived from the analysis.

g. All components of the solar energy systems shall be maintained in good state of repair and safe condition. Damaged, deteriorated or inoperable solar energy systems components shall be repaired or replaced in 12 months. In the event of those circumstances not considered in this ordinance prevent repair of the solar energy system components by 12 months, communications and presentation of rectifying steps shall be made to The Zoning Administrator.

h. A Site maintenance plan shall be submitted and approved by the Zoning Administrator. The plan shall include the repair and replacement of solar energy system equipment, landscaping maintenance, and other agreements not limited to this ordinance shall be submitted.

i. A decommissioning plan shall be submitted and approved by the Zoning Administrator. The decommissioning plan shall include steps for the removal of all solar arrays, structures, foundations, private roads or driveways, and any other element constructed by facility owner or operator for the purpose of maintaining or operating the solar energy systems. The plan shall follow demolition requirements per city code to include site finish, drainage, and ground cover. Additional information may be required by the Zoning Administrator.

j. Shall include provisions for future growth opportunities including future rights-of-way, public infrastructure, utilities, subdivisions, and other easements as established within the City Code.

k. All accessory uses and structures shall follow accessory use standards.

l. Battery energy storage systems accessory to Solar - Utility-Scale systems shall be subject to these additional standards:

i. Battery energy storage systems shall be setback a minimum of 200 feet from a property line.

ii. Battery energy storage system shall be setback a minimum of 200 feet from the edge of any natural waterbody to include any water conveyance system, detention or retention facility that openly feed natural waterbodies.

iii. Battery energy storage systems shall be setback a minimum of 500 feet from any building.

iv. Battery energy storage systems shall be secured from the public.

v. Maintenance and decommissioning plan associated solely with the battery energy storage systems to include but not limited to the anticipated life of the battery energy storage systems and the safety steps required for continued use shall be submitted for approval to the Zoning Administrator.

vi. Dilapidated or inoperable battery energy storage systems shall be repaired or replaced within 12 months. In the event of those circumstances not considered in this ordinance prevent repair of the battery energy storage systems within 12 months, communications and presentation of rectifying steps shall be made to Zoning Administrator.

17.09.030 Accessory Structures and Uses

S. Accessory Solar Energy System

1. General Requirements.

a. Shall be built with “anti-reflective coating” or similar language and shown on the submitted specifications sheet for the solar energy system.

b. The solar energy system must be placed so that concentrated solar radiation or glare is not directed onto adjacent properties or roadways.

2. Building Mounted Systems

a. A building mounted solar energy system may be mounted or applied to the roof, wall, or other architectural feature not included here of a principal building or accessory structure.

b. On pitched roof buildings, the maximum height of a roof-mounted solar panel may rise is 18 inches.

c. On flat roofed buildings the solar energy system shall be setback from the edge of the roof 1 foot for every 2 feet in height

i. Solar energy system shall not exceed 6 feet in height on a structure 40 feet or less in height. For structures 40 feet in height or less and for any building where the solar energy system cannot meet the setback requirement, there must be either a parapet wall or other solid building material that is architecturally integrated with the structure to screen the solar energy system.

ii. Solar energy system shall not exceed 15 feet in height on a structure over 40 feet in height.

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

3. Freestanding Solar Energy Systems.

a. Freestanding solar energy systems are prohibited within the Special Flood Hazard Area.

b. Freestanding solar energy systems shall follow accessory structure regulations in Section 17.09.030.

c. Freestanding solar energy systems shall be subject to the underlying zoning districts maximum impervious surface and maximum building coverage standards.

d. In residential districts except for R-MF:

i. Freestanding solar energy systems are only allowed in the rear yard.

ii. On a double frontage or through lot, the rear yard shall be considered the street frontage adjacent to the street with the higher street hierarchy classification and for which no driveway access is provided. Freestanding solar energy systems are permitted in the designated rear yard and are subject to the principal use setbacks.

iii. The maximum height of a freestanding solar energy systems is 10 feet.

iv. Shall not be larger than 50% of the building footprint or 720 square feet, whichever is greater.

e. In all other districts including R-MF:

i. Freestanding solar energy systems are allowed in the rear and interior side yard.

ii. Freestanding solar energy systems shall not be larger than 50% of the impervious surface.

iii. Freestanding solar energy systems are permitted in all yards when over an approved parking lot and subject to these additional standards:

1. Shall provide minimum vertical clearance of 8 feet.

2. Shall not remove or cover parking islands or landscaped areas.

3. Shall follow all parking standards.

f. Battery Energy Storage Systems are prohibited as an accessory use unless granted permission by the Fire Marshal.

Section 17.08.030 Principal Use Standards

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

BB. Solar Farm

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

Section 17.08.050 Use Definitions

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

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

Section 17.09.030 Accessory Structures and Uses

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

S. Solar Panels

1. General Requirements

a. A solar panel may be building-mounted or freestanding.

b. Solar panels must be placed so that concentrated solar radiation or glare is not directed onto nearby properties or roadways.

2. Building-Mounted Systems

a. A building-mounted system may be mounted on the roof or wall of a principal building or accessory structure.

b. On pitched roof buildings, the maximum height a roof-mounted solar panel may rise is 18 inches.

c. On flat roofed buildings up to 40 feet in height, the roof-mounted solar panel system is limited to a maximum height of six feet above the surface of the roof. On flat roofed buildings over 40 feet in height, the roof-mounted solar panel system is limited to 15 feet above the height of such structure. Roof-

Current

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

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

3. Freestanding Systems

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

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

4. Co-Location

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

Section 17.08-1: Use Matrix

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

Current

DAVENPORT
COMMUNITY & ECONOMIC DEVELOPMENT

Date: May 8, 2025

To: City Council

From: Laura Berkley, Development & Planning Administrator

Subject: Moratorium on Solar Farms and Freestanding Solar Panels

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

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

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

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

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



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

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

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

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

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

City of Davenport

2025-197

Department: City Council
Contact Info: Alderman Reinartz and Alderman Gripp

Action / Date
5/14/2025

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

Recommendation:
Adopt the Resolution.

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

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

Attachments:
1. Resolution

Resolution No. 2025-197

Resolution offered by Alderman Gripp and Alderman Reinartz.

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

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

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

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

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

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

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

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

Approved:

Mike Matson
Mayor

SEAL OF THE CITY OF DAVENPORT PLURIBUS UNUM IOWA

Attest:

Brian Krup
Deputy City Clerk

Industry Comments on Proposed Solar Ordinances

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

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

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

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

- Solar improves grid stability, especially during summer peaks when air conditioning drives demand. It helps reduce strain and lowers the risk of outages.

- Solar provides real savings for families, lowering monthly electric bills and protecting against utility rate hikes.

- Solar is silent and clean—it produces no noise, no smell, and no pollution. Panels generate power passively for decades with minimal maintenance, without disturbing neighbors.

Addressing Common Misconceptions
There are also some misconceptions about solar that deserve clarification:

- “Solar owners get the grid for free.” In reality, all solar customers pay a monthly service fee (around $30 with MidAmerican) to remain connected, contributing directly to maintaining electric lines and infrastructure.

- “Solar only benefits wealthy homeowners.” In truth, distributed solar reduces strain on the grid for everyone and improves reliability during peak hours, creating community-wide benefits.

- “Solar hurts property values.” Panels are silent, emission-free, and unobtrusive. In many communities, visible solar has actually improved neighborhood appeal by signaling sustainability and forward progress.

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

Recommendations for the Ordinance

- A 10-foot height limit is reasonable; there is no practical need for taller systems in residential settings. Even 9.5 ft would be reasonable.

- Comments have been made suggesting that solar should go over parking lots. Including an exception to this height limit for parking lot solar may be wise.

- Instead of restricting arrays to "backyards," which can be difficult to define, consider a 10–20 foot setback from the street as a fairer and more flexible guideline.

- Low-to-the-ground solar systems (under 3.5 feet) are highly efficient and unobtrusive. These pair well with landscaping or gardens and can actually improve curb appeal. We recommend an exemption for these small-scale, low-profile systems. Example: Low-profile solar array - https://www.youtube.com/watch?v=MoENU_3W2Ks

- It's unreasonable to set solar array size based on the home size without also factoring in lot size. If a small home sits on a quarter-acre, there's no sense in not factoring in lot size to the requirement. Especially if people are trying to build tiny-but-fully-efficient homes. People should be allowed the right to power small homes fully with solar, and a home-size-ratio-restriction does not make that possible.

Suggested ordinance language might read:

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

Economic Development

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

Thank you for your consideration.

Sincerely,

Ryan
Iowa Solar
info@iowasolar.com

DAVENPORT
COMMUNITY & ECONOMIC DEVELOPMENT

Date: November 7, 2025

To: City Council

From: Laura Berkley, Development & Planning Administrator

Subject: Solar as a Special Use

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

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

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

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

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

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

Special Use Approval Standards

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

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

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

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

An Overview of the Special Use Application Process

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

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

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

Alternative regulatory pathways

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

DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Legend

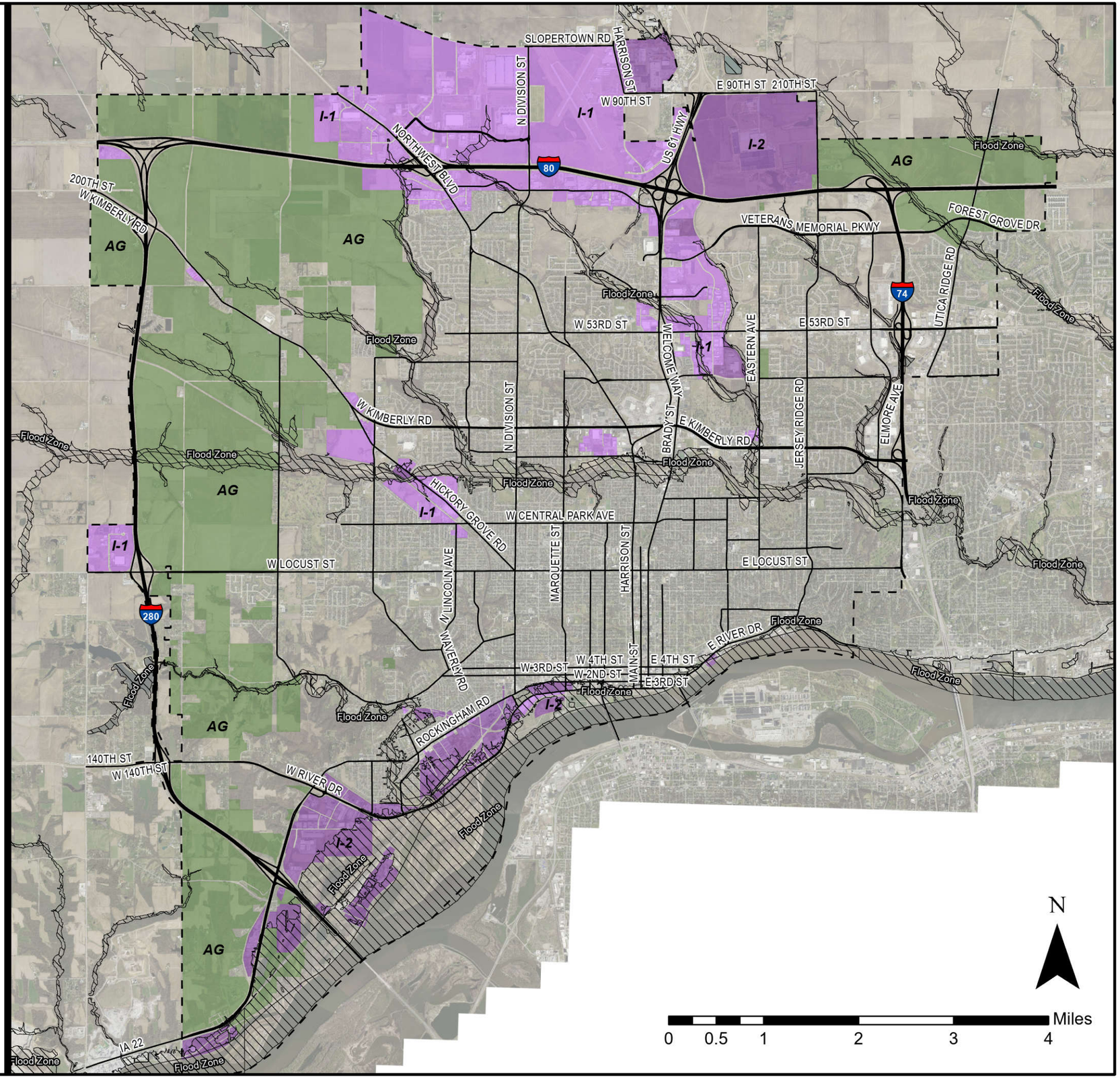
Zoning Districts

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

Flood Hazard Areas

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

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 1

Legend

Zoning Districts

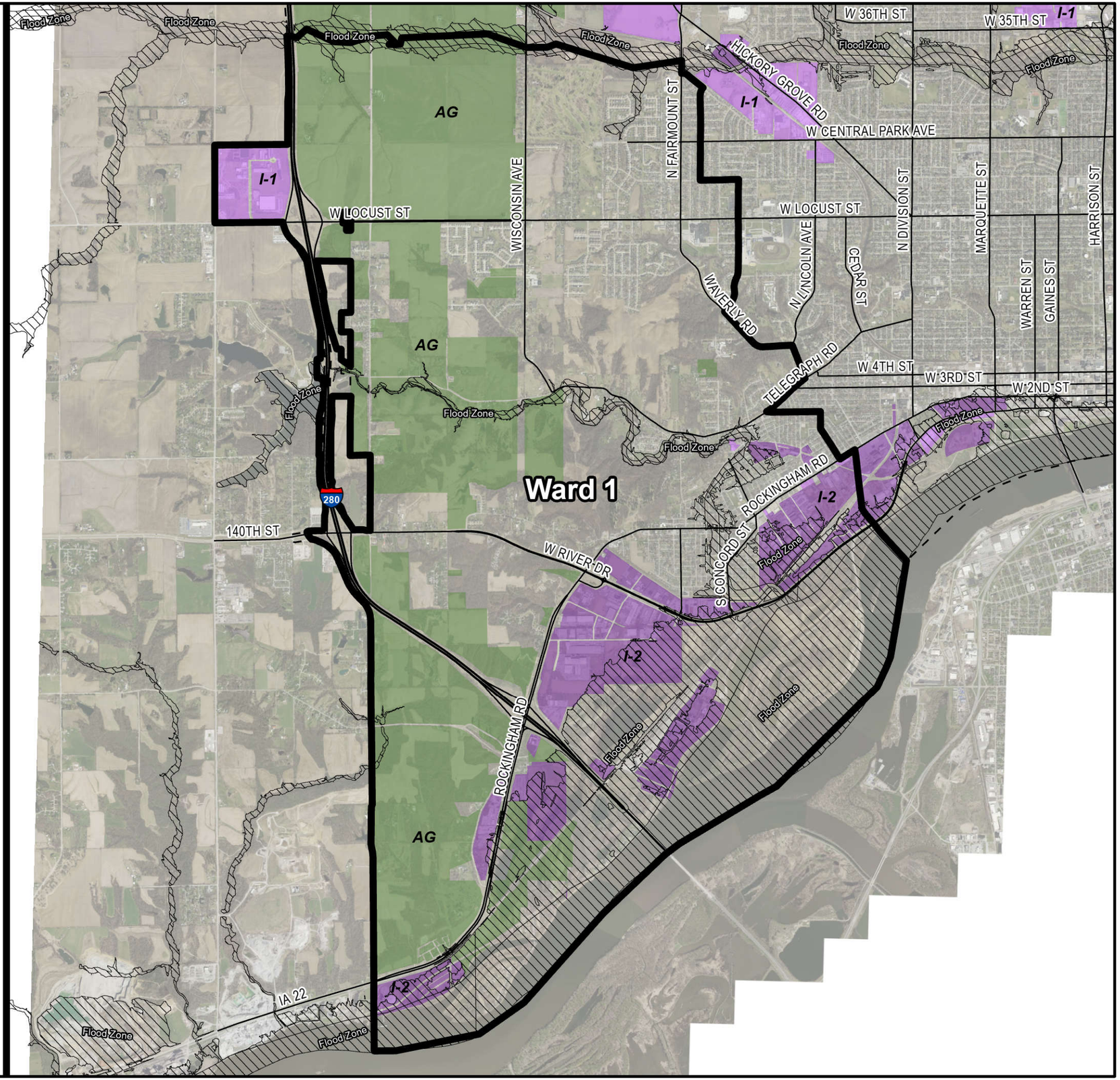
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 2

Legend

Zoning Districts

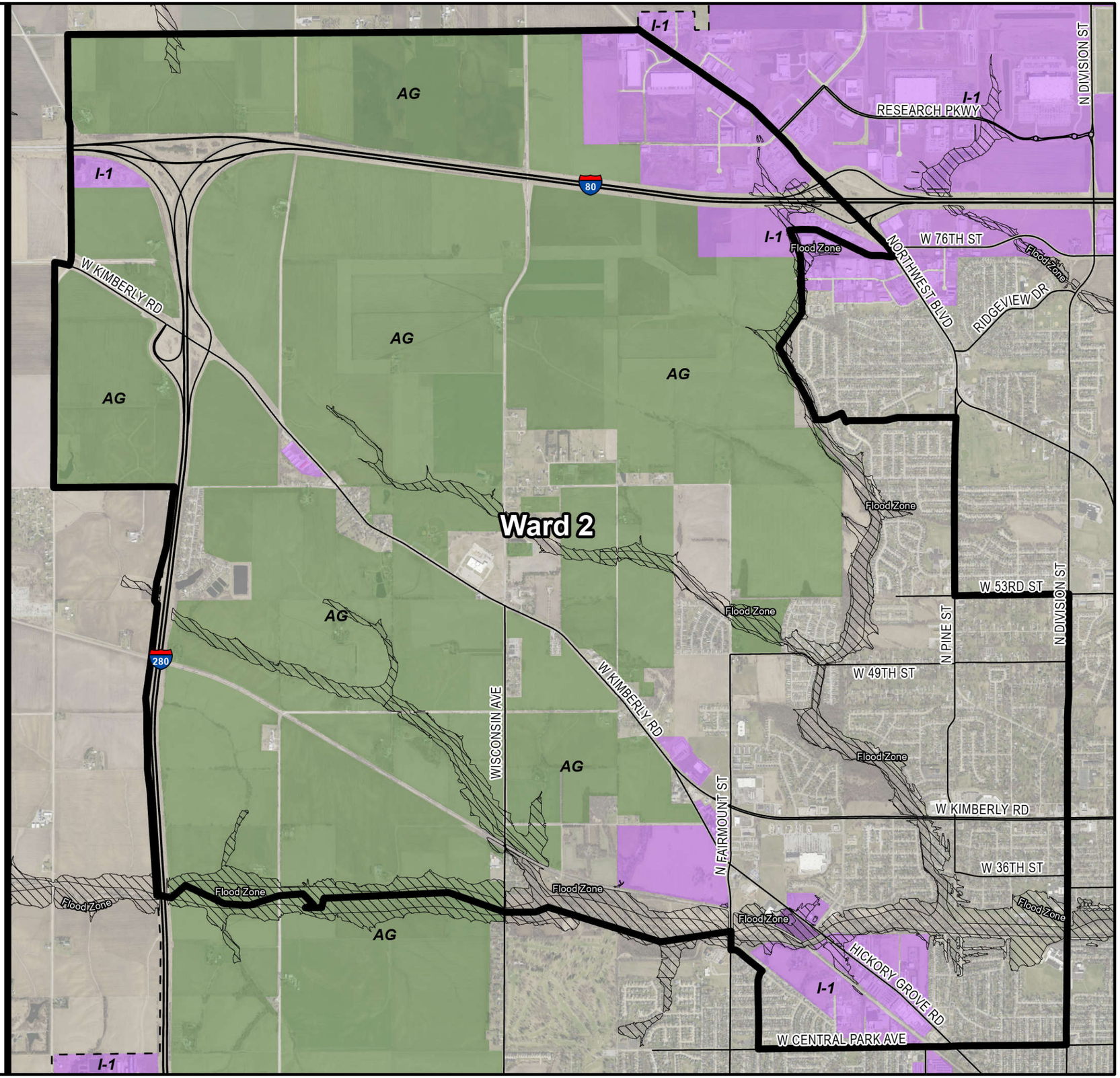
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 3

Legend

Zoning Districts

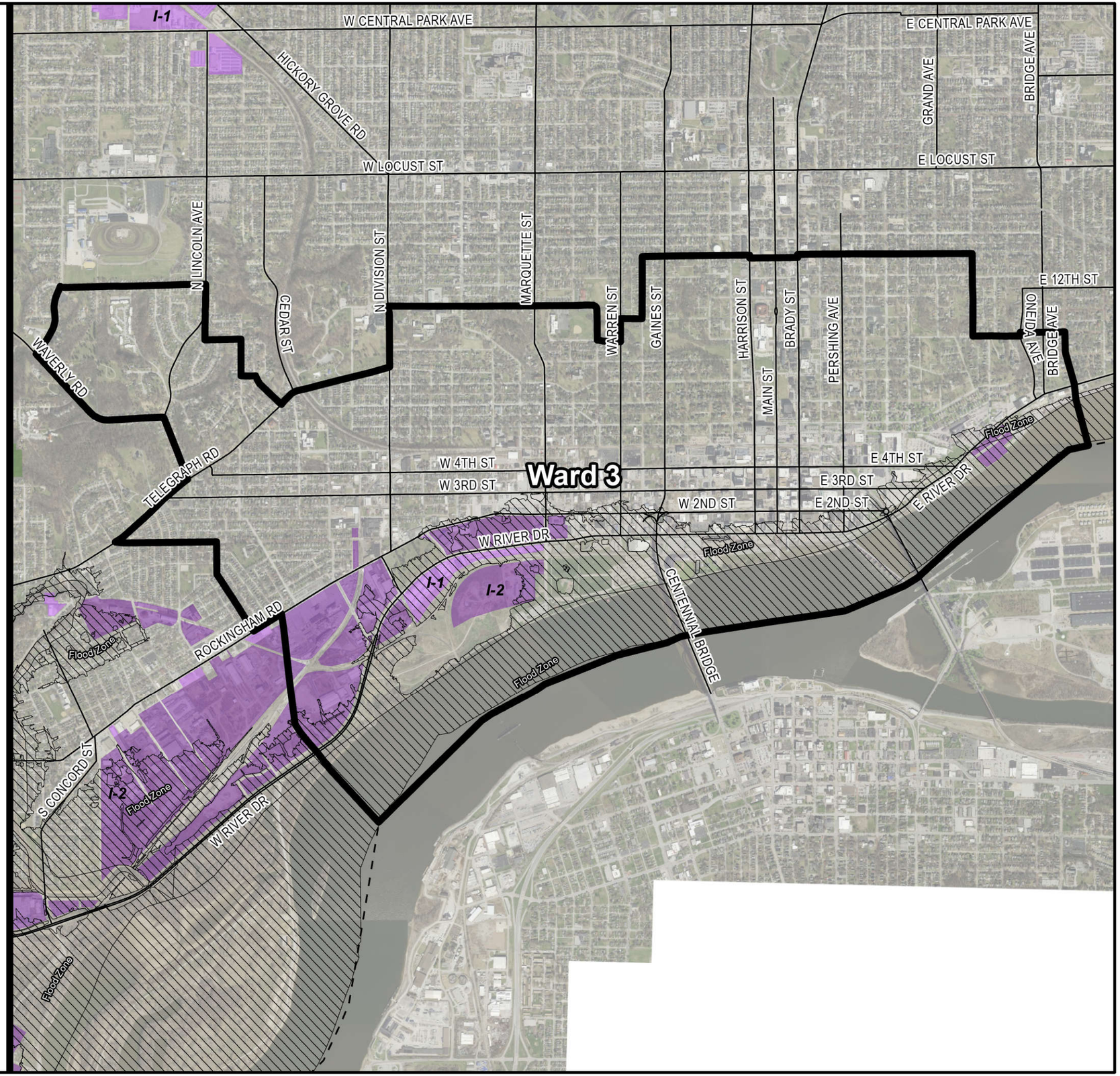
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 4

Legend

Zoning Districts

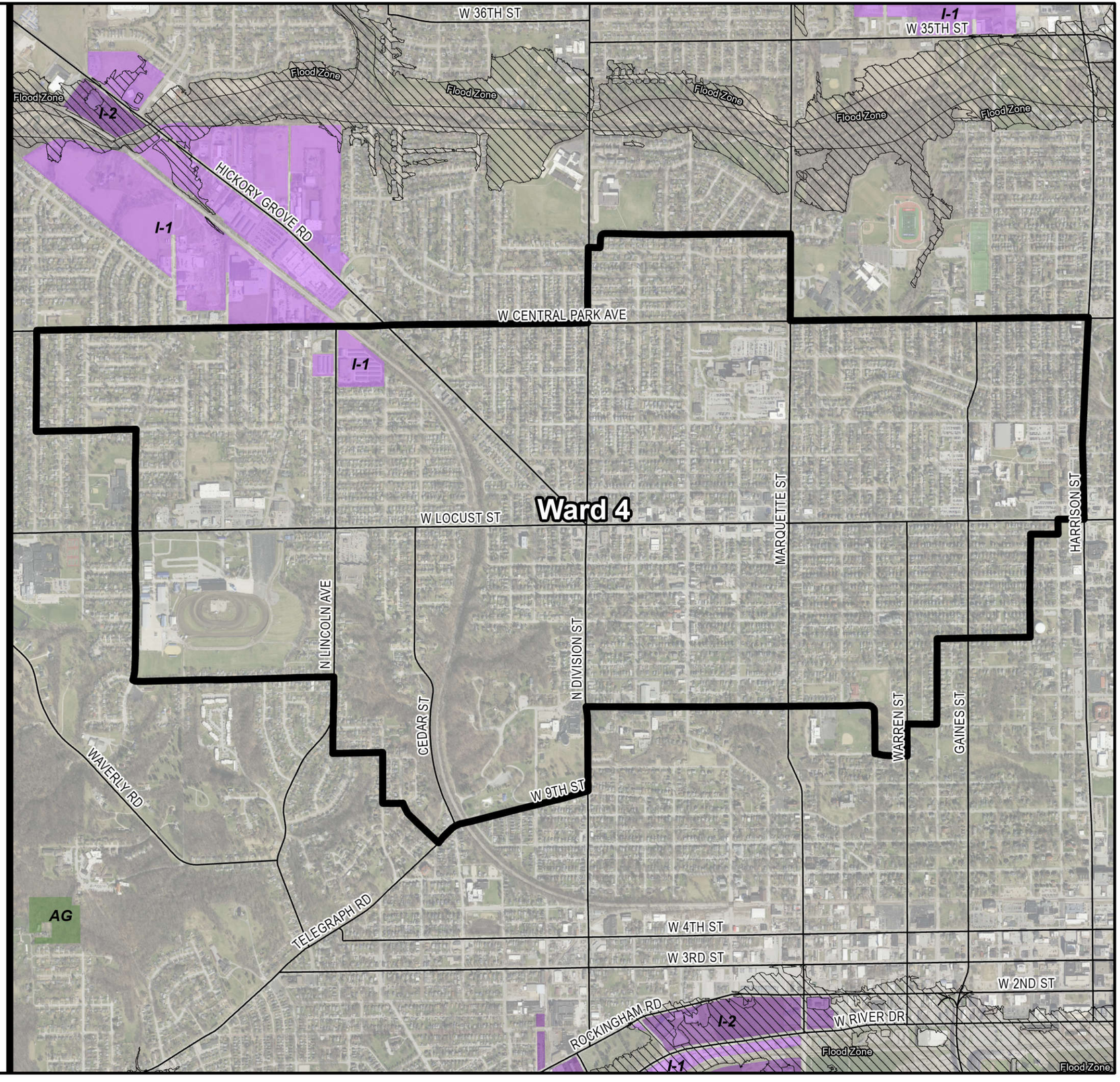
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 5

Legend

Zoning Districts

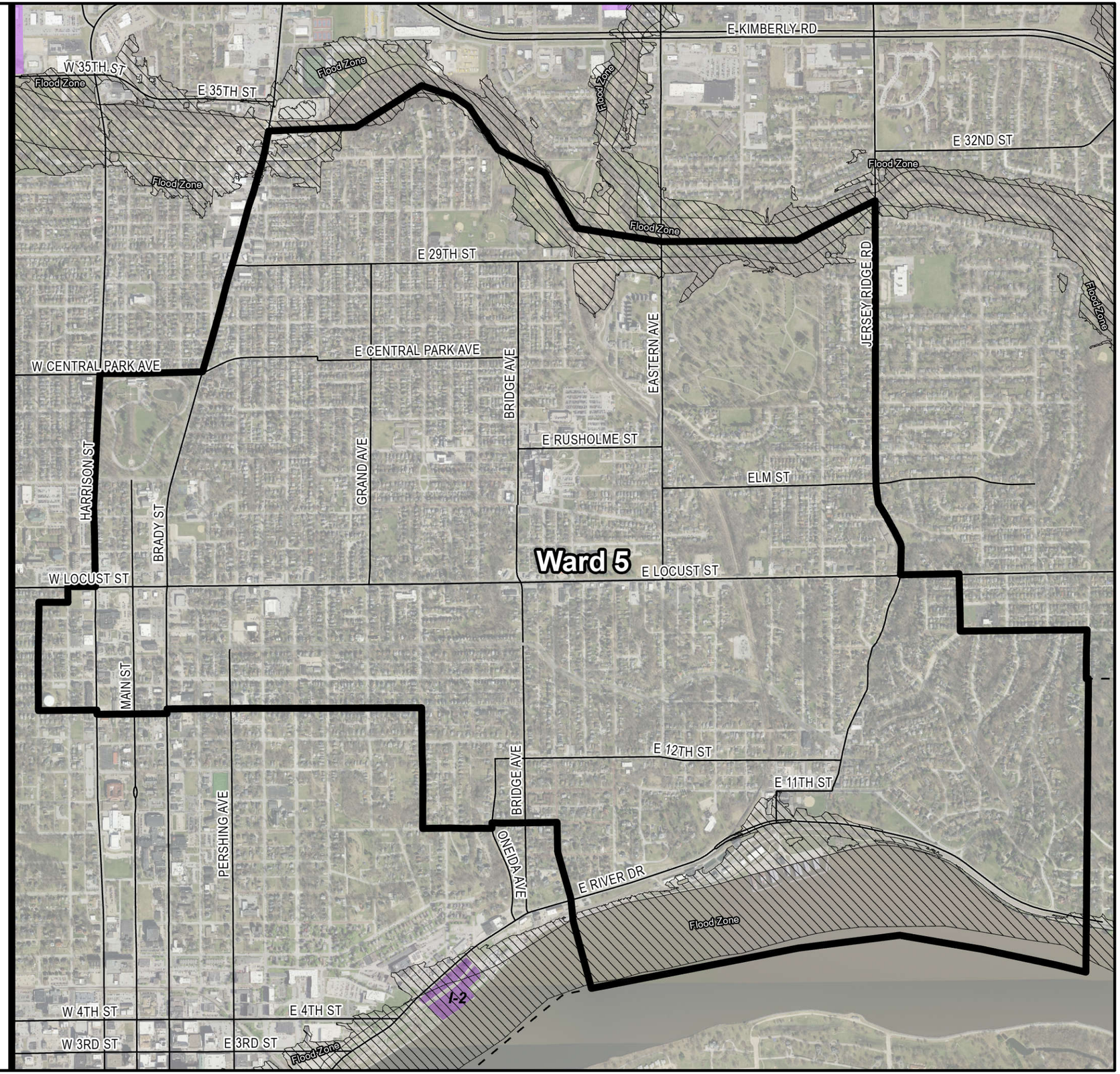
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 6

Legend

Zoning Districts

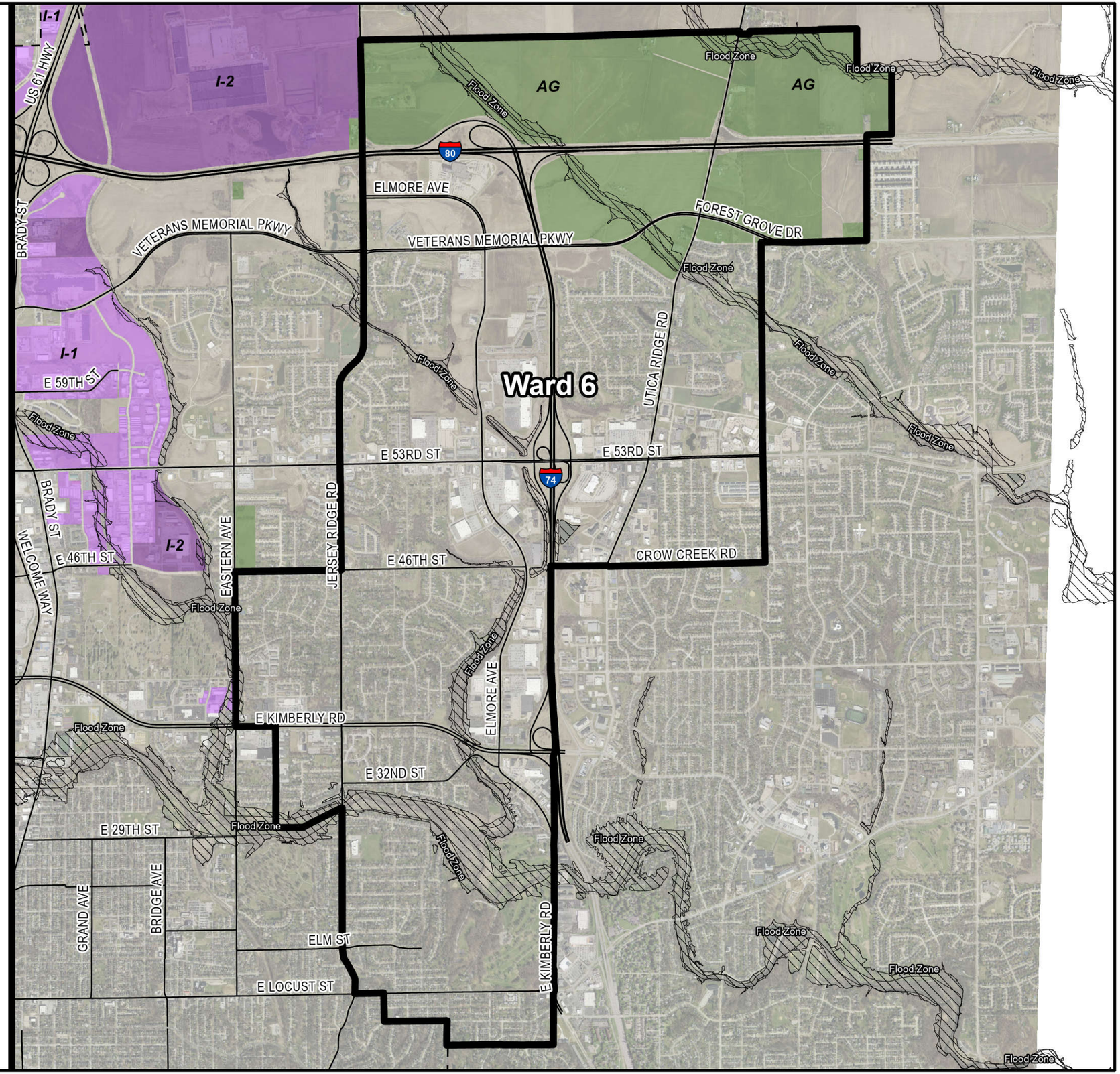
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 7

Legend

Zoning Districts

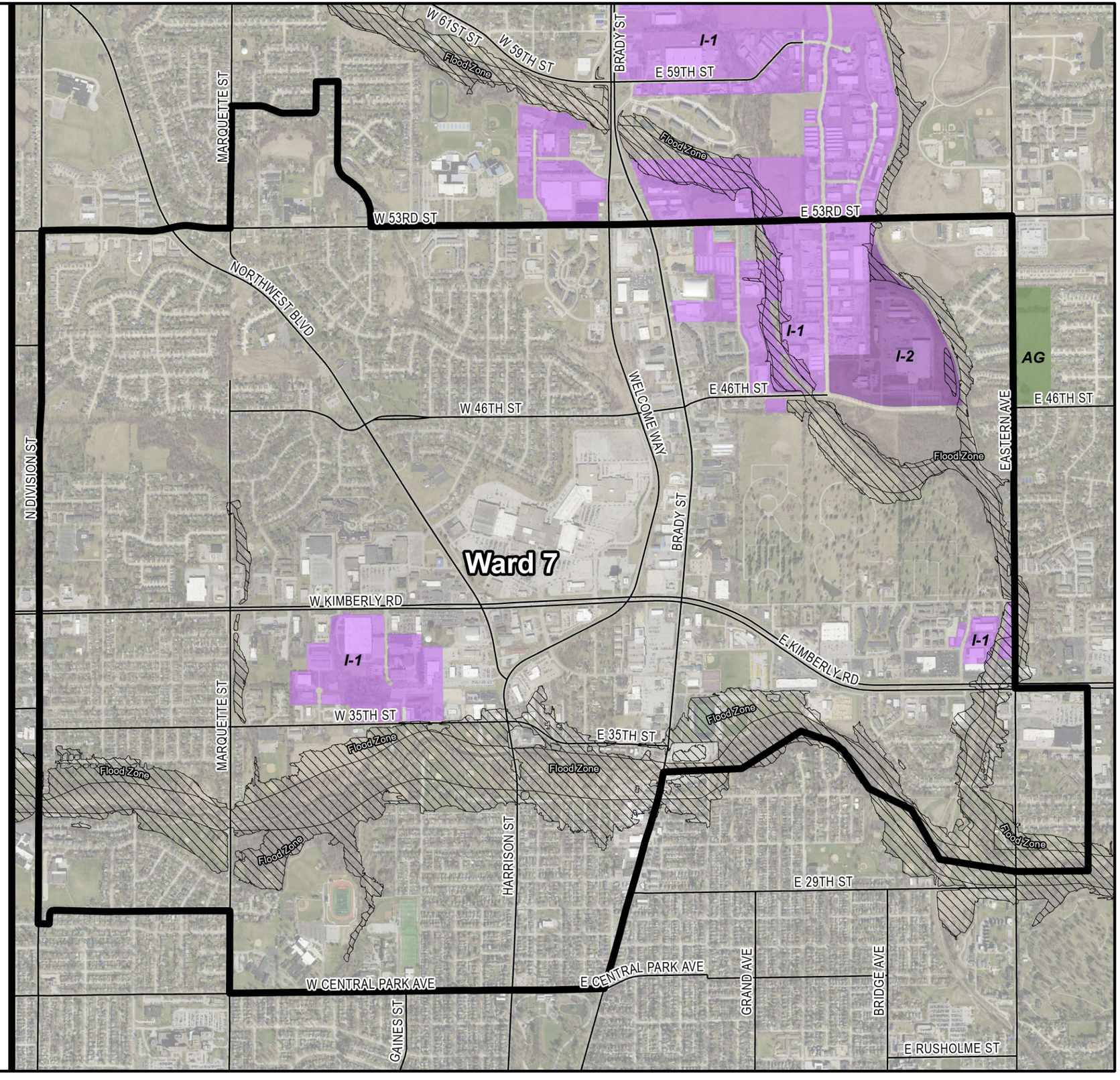
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



DAVENPORT
PUBLIC WORKS

Potential Solar Areas By Zoning

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

Ward 8

Legend

Zoning Districts

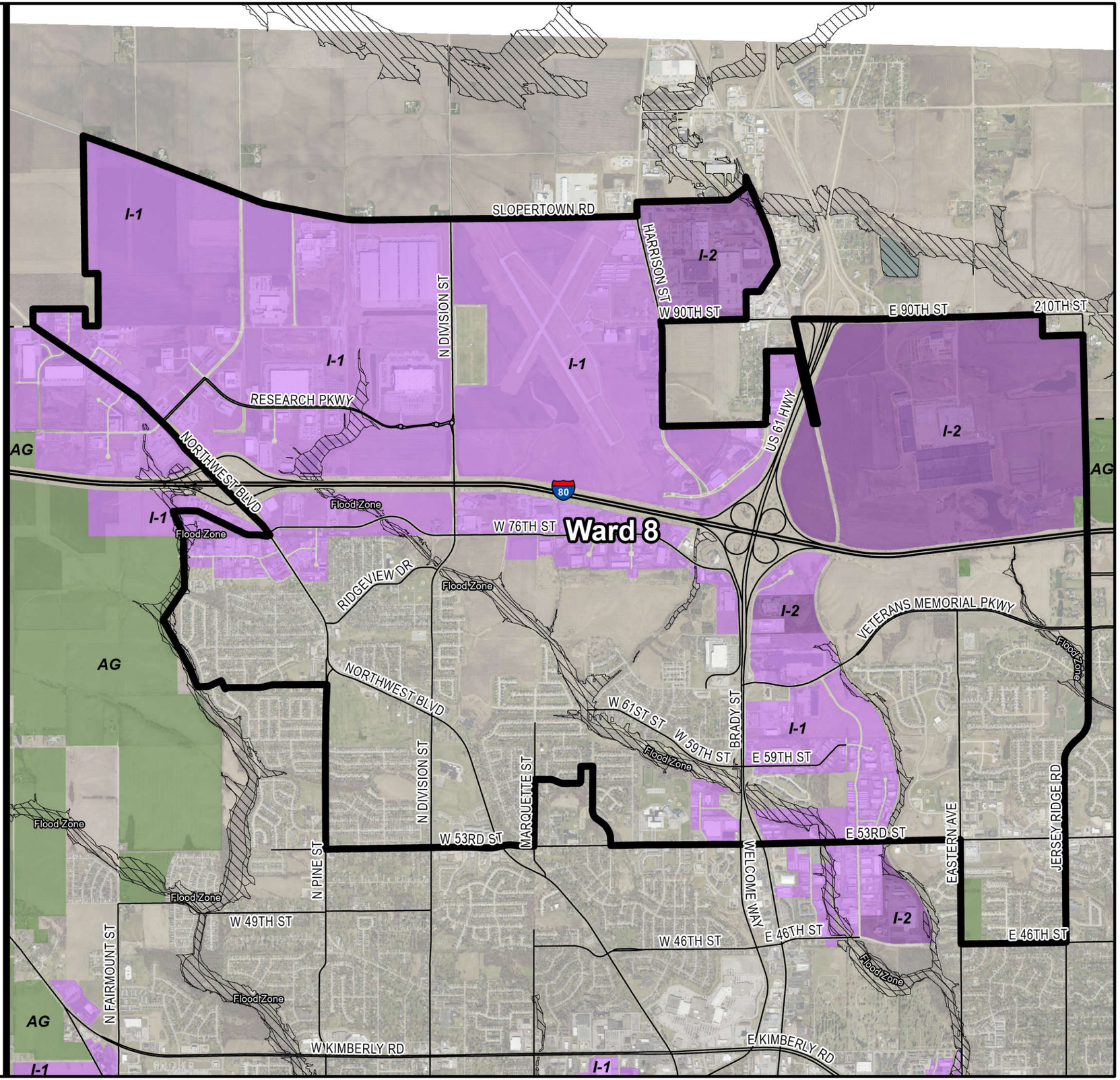
- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- AG Agricultural Zoning District

Flood Hazard Areas

- Floodway or Flood Zone AE

- – – City Limit (Davenport)

Map Date: 11/6/2025



City of Davenport

Department: Development & Neighborhood Services **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **11/19/2025**

Subject:
First Consideration: Ordinance for Case ORD25-03 being the request of Leverage Holdings LLC to amend Chapter 17.08 entitled "Uses" of the Municipal Code of Davenport, Iowa to allow wholesale establishment as a permitted use in the C-3 zoning district and add principal use standards for wholesale establishment. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
At its November 4, 2025 meeting, the Plan and Zoning Commission unanimously recommended Case ORD25-03 to the City Council with a recommendation for approval subject to the findings and listed conditions. The conditions for the creation of principal use standards for wholesale establishment have been incorporated into the Ordinance.

Findings

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

Conditions

Create the following principal use standards for Wholesale in Section 17.08.030:

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:

    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.

Case Overview

City staff received an application for a zoning text amendment from a property owner requesting an amendment to allow "Wholesale" as a permitted use in the C-3 General Commercial Zoning District. The proposed zoning text amendment will impact all properties throughout Davenport zoned C-3 General Commercial Zoning District. The Petitioner has provided initial statements by approval standard as a supplement to the request, which can be seen in the application document. The summary provided by the applicant is below:

As indicated, the Petitioner perceives there are various reasons that a text amendment is needed to add wholesale use in the C-3 Districts, but the most blatant/obvious include, but are not limited to:

1. Current commercial market conditions have changed as less big-box buildings are being built and those that have been built now need to be retrofitted for alternative uses.
2. Wholesaling, for the most part, will lessen the intensity in these Districts, and while truck/semi-truck traffic could slightly increase, the streets and properties in the C-3 District can easily accommodate such concerns. In essence, while wholesaling is distinguishable from retail, in this stance, it's a distinction without a real difference.
3. Wholesaling is consistent with Davenport's current comprehensive plan and was previously allowed in certain C-Districts under Davenport's prior zoning code, such that to resurrect its use now leaves little to be done and allows market conditions to proceed with redevelopment.

Zoning Ordinance Purpose Statement

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

Zoning Ordinance Use Definition

Wholesale Establishment. A business where goods are sold to either retailers, or to industrial, commercial, institutional, or other professional business users, or to other wholesalers and related subordinated services.

Use Matrix (Table 17.08-1)

The principal use "Wholesale Establishment" is permitted in the following zoning districts:

1. I-1 Light Industrial District
2. I-2 Heavy Industrial District

The principal use "Wholesale Establishment" is permitted as a special use in the following zoning districts:

1. I-MU Industrial Mixed Use District

Approval Standards for Text Amendments

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

Upon staff review, the following proposed principal use standards alleviate concerns for future wholesale in C-3.

Proposed Principal Use Standard

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:

    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.

Public Input

A notice of Public Hearing was published in the *Quad-City Times* informing the community of the October 14, 2025, Plan and Zoning Commission Public Hearing. In addition, the notice of a Public Hearing was published in the *Quad-City Times* for the November 19, 2025, Public Hearing at the Committee of the Whole. To date, staff have not received any public comments in favor or opposition to the request. Staff will apprise Council of any correspondence.

Attachments:
1. Ordinance
2. Application Leveraged Holdings
3. Proposed Principal Use Standard - Wholesale Establishment
4. C-3 District Overview Map
5. Industrial Zone Overview Map
6. Use Matrix Table - Wholesale1

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ORD25-03 BEING THE REQUEST OF LEVERAGED HOLDINGS LLC TO AMEND CHAPTER 17.08 ENTITLED "USES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO ALLOW WHOLESALE ESTABLISHMENT AS A PERMITTED USE IN THE C-3 ZONING DISTRICT AND ADD PRINCIPAL USE STANDARDS FOR WHOLESALE ESTABLISHMENT.

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

Section 1. That Section 17.08.020 of the Municipal Code of Davenport, Iowa be, and the same is hereby amended to add "Wholesale Establishment" as a permitted use in the C-3 zoning district on Table 17.08-1: Use Matrix.

Section 2. That Section 17.08.030 of the Municipal Code of Davenport be, and the same is hereby amended to add a new subsection **EE**, with all subsequent subsections re-lettered accordingly, and to update the Use Standard column of Table 17.08-1 in Section 17.08.020 to reflect this change.

EE. Wholesale Establishment

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:
    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.

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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR

ZONING TEXT AMENDMENT

(CHANGE TO ZONING ORDINANCE LANGUAGE)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
	09/18/2025	

ZONING CODE HEADINGS & SECTION NUMBERS IMPACTED
17.05.020; 17.08; Table 17.08-1; *See Addendum

REASON FOR ZONING CODE TEXT CHANGE
Allow Wholesale Establishment as Permitted Use in C-3 Zoning District

EXISTING ZONING CODE LANGUAGE TO BE CHANGED
C-3 zoning appears to restrict Wholesale Establishment

APPLICANT INFORMATION

Applicant Name | Company Name
Leveraged Holdings LLC

Address
5167 Utica Ridge Road

City | State | Zip
Davenport IA 52807

Phone
[redacted]

Secondary Phone

[redacted]

Acceptance of Applicant

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

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

Thad DenHartog
Type Applicant's Name

Applicant's Signature

09/18/2025
Date

PROPOSED ZONING CODE LANGUAGE
Permit within the C-3 zoning district Wholesale Establishments as defined in 17.08.050, thereby allowing sale to warehouses and distributors.

DEVELOPMENT TEAM

Owner
Leveraged Holdings LLC

Address
5167 Utica Ridge Road

Phone
[redacted]

Secondary Phone

E-Mail Address
[redacted]

Attorney/Other
Thomas J. Pastrnak

Address
313 W. 3rd Street Davenport, IA 52801

Phone
[redacted]

Secondary Phone

E-Mail Address
[redacted]

COMPLETE SUBMITTALS SHALL INCLUDE: ***SUBMITTED***

- Existing & Proposed Text, as a .PDF, if preferred ☐
- Authorization to Act as Applicant, if necessary ☐
- Application Fee: (REQUIRED) **$400*** ☐
  *plus Scott County Recording Office fees at a later date

PROCEDURE SHALL BE AS STATED IN §17.14.040

Approval Standards:
Consistency with the Comprehensive Plan and Future Land Use Map.
Promotion of public health, safety, and welfare of the City.
Consistency with the general intent and regulations of Title 17.
Purpose of the amendment (error correction/omission, or clarification).
Extent that the proposed amendment protects against nonconformities.

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

Addendum to
Zoning Code Headings & Section Numbers Impacted

*and such other provisions in Davenport's City Code, especially relating to C-3 zoning, that should be included therewith

Leveraged Holdings, LLC
RE: Zoning Text Amendment Standards

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

Not surprisingly and by adding/permitting wholesale (which is merely selling goods and/or services to a limited customer base as defined by Davenport's Code) it lessens the intensity on properties in a C-3 District (although it may increase traffic and/or semi-truck traffic which the arterial roads in the C-3 District are very capable of handling along with the properties thereon which, in most instances, already have load areas) such that:

A. consistency with the Comprehensive Plan and land use policies are maintained; and

B. synergy with existing development will also be maintained

Furthermore, as wholesaling was once a permitted use in certain C-Districts based on Davenport's prior zoning code, its reemergence will not impair and/or impact properties in the C-3 District; rather, based on existing market conditions, it enhances development in the C-3 District.

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

While the text amendment is somewhat neutral on this issue, Petitioner submits that by allowing wholesale use in the C-3 District, it will provide:

A. the expansion/development of big box facilities that are vacant/near vacant;

B. remove/reduce loitering/vagrancy in these affected areas; and

C. provide enrichment to the tax base

3. The consistency of the proposed amendment with the intent and general regulations of this Ordinance.

Petitioner reemphasizes that wholesaling was once a permitted use in certain C-Districts based on Davenport's prior zoning code, such that in essence its truly not inconsistent with the concept and general notion of what is or should be in a commercial district.

4. Whether the proposed amendment corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy or change in development trends or technology.

No, although Petitioner acknowledges that market conditions have changed commercially, such that there are less big-box stores being built and those that have been built need to be retrofitted.

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

Actually, by adding wholesaling, the text amendment renders those properties previously grandfathered under the prior zoning code or currently engaging in wholesaling on an ancillary basis to now be a conforming use once again (in fact, some existing retailers are already engaging in wholesale activities with business customers, for example: Sam's Club, Costco, Best Buy, etc.)

Proposed Wholesale Establishment Ordinance Amendment

November 4, 2025

The proposed principal use standard will go as 17.08.030.EE to maintain appropriate alphabetical order. Following P&Z action, section instructions will be written for amendment proposal.

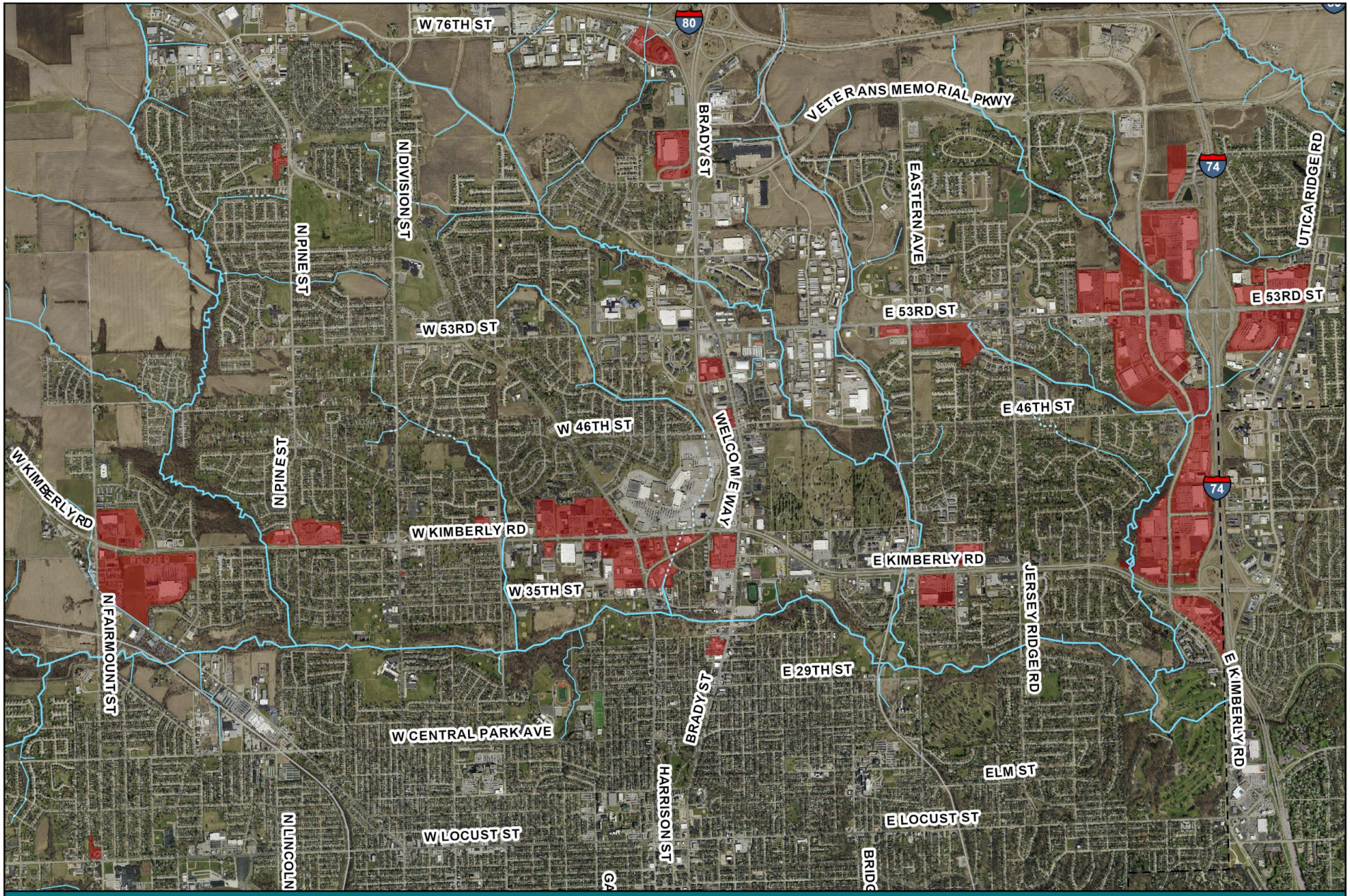
Proposed Table 17.08 – 1 Use Matrix

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
Wholesale Establishment										P						P	P	S				Sec. 17.08.030.EE

17.08.030 Principal Use Standard

EE. Wholesale Establishment.

1. The principal use and any associated accessory uses shall not emit any dust, odors, gases, or pollution and shall not emit excessive noise or vibrations.
2. The storage of aggregate materials shall be prohibited.
3. The following additional standards apply to all outdoor storage:
    a. The storage area must be completely enclosed by a solid fence or wall a minimum of six feet in height including ingress and egress.
    b. Fences or walls shall meet principal use setback requirements.
    c. Outdoor storage of any kind is prohibited outside the fence or wall.



Legend

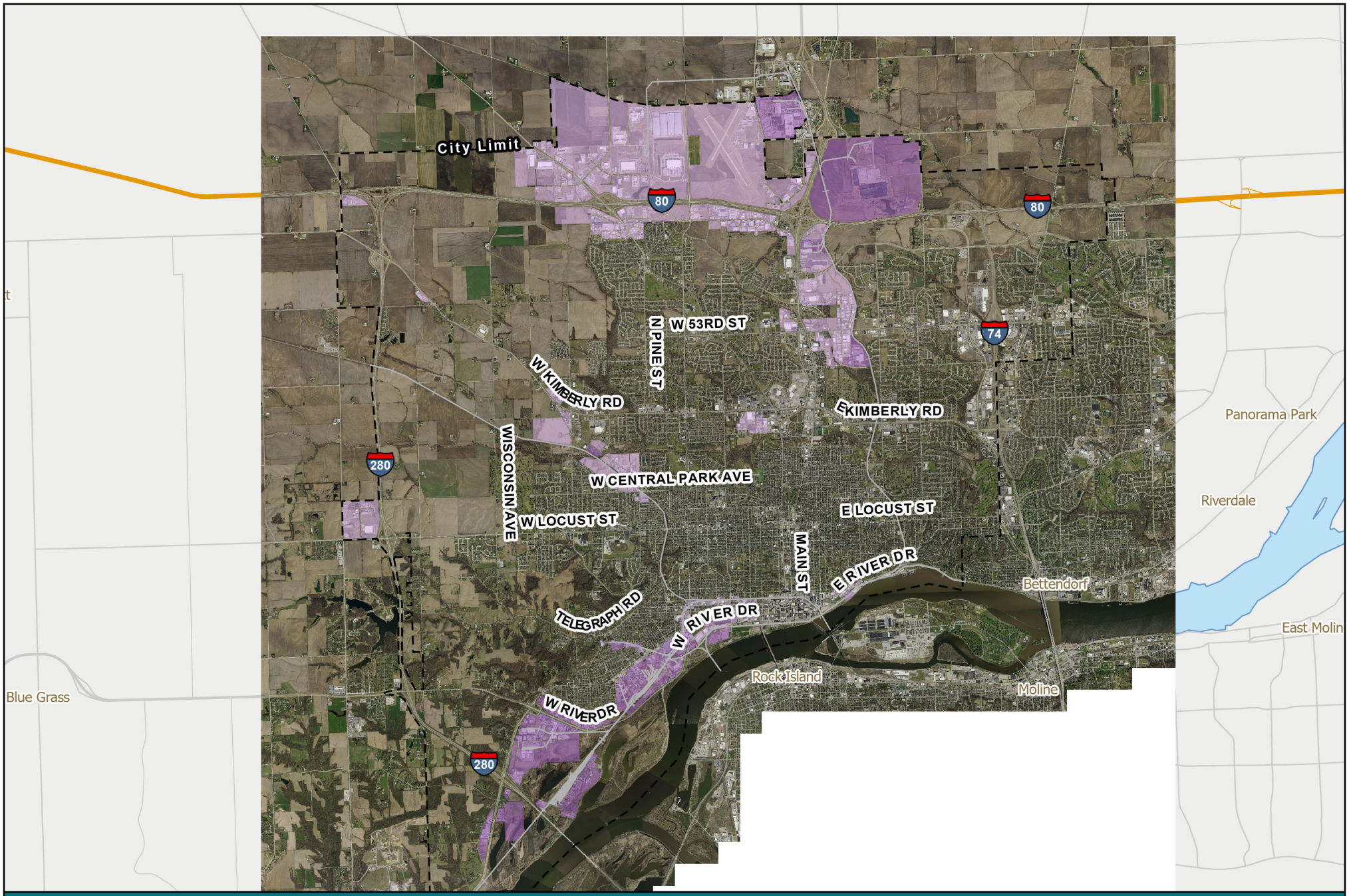
Zoning Districts

C-3 General Commercial Zoning District

C-3 Zone Overview Map

0 0.5 1 Miles

N



Legend

- I-1 Light Industrial Zoning District
- I-2 Heavy Industrial Zoning District
- I-MU Industrial Mixed-Use Zoning District

Industrial Zone Overview Map

0 1 2 Miles

N

17 Attachment 1

City of Davenport

Table 17.08-1
Use Matrix
[Amended 12-11-2024 by Ord. No. 2024-522; 3-13-2024 by Ord. No. 2024-119; 1-11-2023 by Ord. No. 2023-05; 11-23-2021 by Ord. No. 2021-445; 6-9-2021 by Ord. No. 2021-218; 6-10-2020 by Ord. No. 2020-233; 9-11-2019 by Ord. No. 2019-363]

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
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,									S	S					S			S			S	Sec. 17.08.030.L

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
Residential																						
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
Dwelling - Multifamily					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 Semidetached		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 of/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	
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				

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
Live Performance Venue										P	P		P	P	P	P		P				
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	
Microbrewery/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	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		P	
Private Recreation Facility								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	
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				
Vehicle Operation Facility																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
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	P	S				
Wind Energy System												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																						
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

City of Davenport

Department: Development & Neighborhood Services **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **11/19/2025**

Subject:
Resolution approving Case F25-13 being the request of Elmore Storage LLC for a final plat of Jersey Farms Commercial Park Fifth Addition, a 2-lot subdivision on 13 acres located at 6403 Elmore Avenue. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
The Plan and Zoning Commission reviewed Case F25-13 at its November 4, 2025, meeting and recommended approval subject to the listed findings and conditions:

Findings

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

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Include a note stating, "Stormwater Detention is required for this addition per city code section 13.34 and will be located within the portion of Lot 1, Jersey Farms Commercial Park First Addition Designated as stormwater management, detention, sanitary and bicycle and pedestrian trail as shown on the acquisition plat (Doc. 2014-316558) by the City of Davenport."
4. Add the following note, "Stormwater Quality treatment is required for this subdivision and shall be located within this addition and shall be owned and maintained by the owner or business association."

Background

The applicant has submitted a request for subdivision of a 13-acre property currently containing an outdoor self-storage facility and an adjacent agricultural field. The intent of the proposed subdivision is to create a separate, developable lot independent of the existing Elmore Storage business. While the site does not have direct frontage on a public street, access to Elmore Avenue is provided through a 50-foot ingress/egress easement across the adjoining property. The subject property is part of the original Jersey Farms Commercial Park Second Addition, which was platted in 2015.

Comprehensive Plan

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

Future Land Use Designation

The subject property is currently designated as Regional Commercial 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.

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

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

Technical Review

1. Zoning: The two-lot subdivision complies with the C-3 General Commercial District dimensional standards. The existing self-storage facility remains in compliance with building setback and off-street parking requirements. The agricultural field on Lot 1 will remain a legal nonconforming use and may continue until development of the site.
2. Streets: The subdivision does not have frontage on a public roadway, and no additional right-of-way is dedicated with this final plat. However, access is provided to Elmore Avenue via a 50-foot easement. An Ingress/Egress Easement allows for shared vehicular access between both lots and the existing driveways onto Elmore Avenue.
3. Stormwater: Stormwater Detention is required for this addition per city code section 13.34 and will be located within the portion of Lot 1, Jersey Farms Commercial Park First Addition Designated as stormwater management, detention, sanitary and bicycle and pedestrian trail as shown on the acquisition plat (Doc. 2014-316558) by the City of

Davenport.

4. Sewer System: There is a 36-inch storm and 8-inch sanitary sewer line spanning the length of Elmore Avenue.
5. Other Utilities: Normal utility services are available on this site.
6. Parks/Open Space: There are no impacts to parks/open space.

Public Input

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Application

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F25-13 being the request of Elmore Storage LLC for a final plat of Jersey Farms Commercial Park Fifth Addition, a 2-lot subdivision on 13 acres located at 6403 Elmore Avenue.

WHEREAS, the Plan and Zoning Commission reviewed Case F25-13 at its November 4, 2025, meeting and recommended approval subject to the listed findings and conditions:

Findings

1. The final plat conforms to the comprehensive plan Davenport +2035.

2. The final plat prepares the area for future development.

3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements.

Conditions

1. That the surveyor signs the plat.

2. That the utility providers sign the plat when their easement needs have been met.

3. Include a note stating, "Stormwater Detention is required for this addition per city code section 13.34 and will be located within the portion of Lot 1, Jersey Farms Commercial Park First Addition Designated as stormwater management, detention, sanitary and bicycle and pedestrian trail as shown on the acquisition plat (Doc. 2014-316558) by the City of Davenport."

4. Add the following note, "Stormwater Quality treatment is required for this subdivision and shall be located within this addition and shall be owned and maintained by the owner or business association."; 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 Jersey Farms Commercial Park Fifth Addition to the City of Davenport, Iowa, being a replat of Lot 4 in Jersey Farms Commercial Park Second Addition, situated in the southwest quarter of Section 5, Township 78 North, Range 4 East of the Fifth Principal Meridian, in the City of Davenport, Scott County, Iowa, be and the same is hereby approved and accepted; and the dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City; and

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

Passed and approved this 25th day of November, 2025.

Approved:

_____

Mike Matson
Mayor

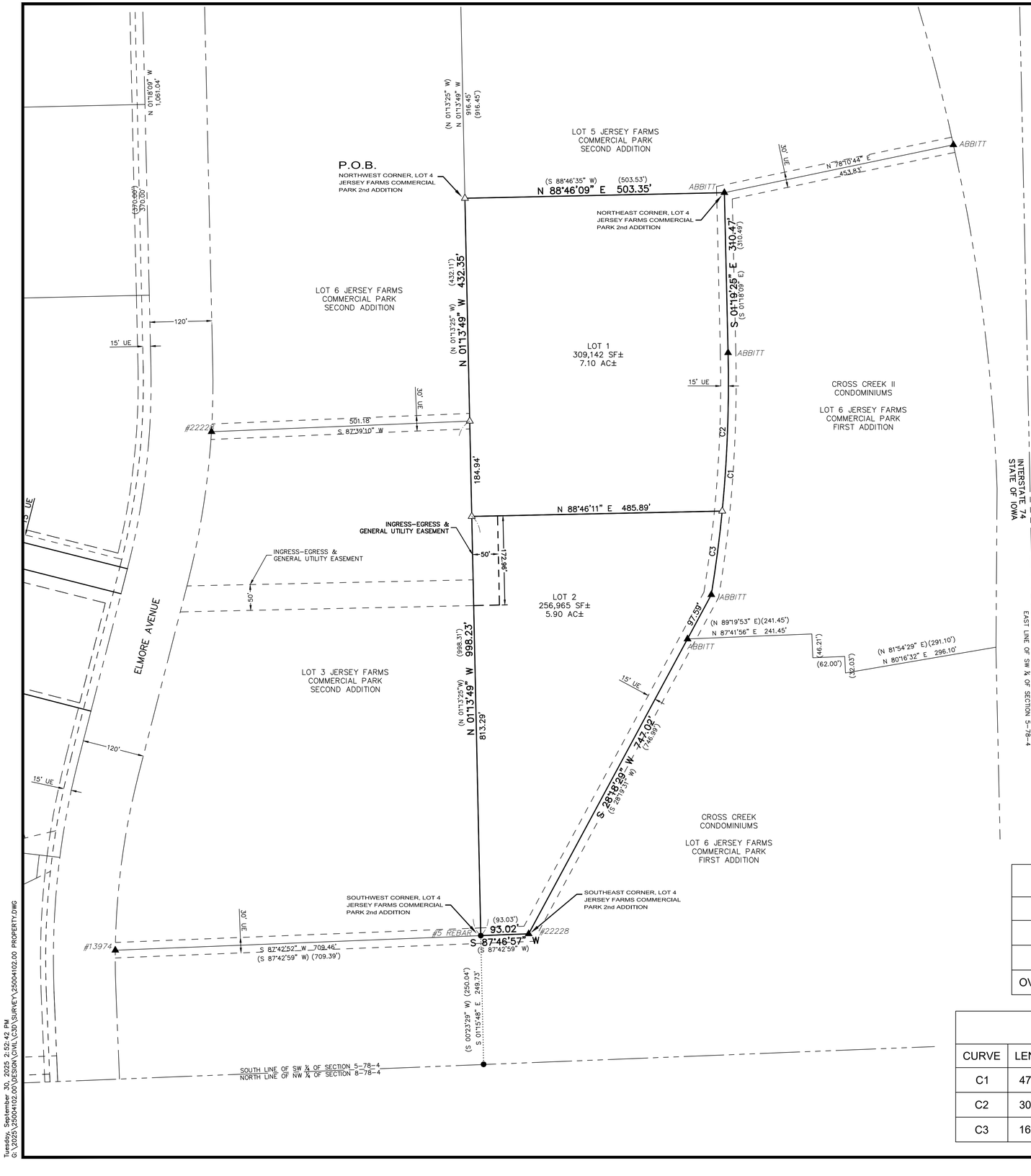
Attest:

_____

Brian Krup
Deputy City Clerk

FINAL PLAT
OF
JERSEY FARMS COMMERCIAL PARK FIFTH ADDITION

BEING A REPLAT OF LOT 4 IN JERSEY FARMS COMMERCIAL PARK SECOND ADDITION, IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA



BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE NAD 83 (2011 ADJUSTMENT)

100 50 0 100 200
SCALE: 1" = 100'

LEGEND

———	SUBDIVISION BOUNDARY
———	EXISTING LOT LINE
———	PROPOSED LOT LINE
- - - - -	EXISTING EASEMENT LINE
- - - - -	PROPOSED EASEMENT LINE
——— - - ———	SECTION LINE
——— - - ———	R.O.W. LINE
— — — — —	SETBACK LINE
.....	HISTORICAL LINE AS NOTED
UE	UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
100.00'	MEASURED DIMENSION
(100.00')	RECORDED DIMENSION
△	5/8" REBAR WITH CAP #23503, SET
▲	1/2" REBAR WITH CAP #_____ FOUND
●	5/8" REBAR

OWNER/DEVELOPER:
ELMORE STORAGE, LLC
5167 UTICA RIDGE ROAD
DAVENPORT, IA 52807

MID AMERICAN ENERGY CO.
DATE: _____

MEDIACOM
BY: _____
DATE: _____

CENTURY LINK
DATE: _____

PLANNING AND ZONING
BY: _____
DATE: _____

IOWA-AMERICAN WATER CO.
DATE: _____

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

METRONET
DATE: _____

LUMEN TECHNOLOGY
DATE: _____

AREA TABLE		
LOT	AREA S.F.±	AREA AC.±
LOT 1	309,130	7.10
LOT 2	256,969	5.90
OVERALL BOUNDARY	566,078	13.00

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	471.18'	2,560.00'	S 03°57'35" W	470.52'
C2	307.53'	2,593.93'	S 02°07'42" W	307.35'
C3	163.65'	2,498.52'	S 07°24'05" W	163.62'

SURVEYOR'S NOTES

This Final Plat was prepared at the request of Elmore Storage, LLC.

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.

No part of this subdivision is subject to a Special Flood Hazard Area as designated by FEMA on Community Firm Map No. 19163C0360H Effective Date April 11, 2024

Distances are listed in feet and decimal part of a foot.

All monuments shown hereon have been found or set as shown on this plat.

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.

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL D. RICHMOND
23503
IOWA

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

DRAFT
10-03-2025
Michael D. Richmond, PLS No. 23503 Date
My license renewal date is December 31, 2025
No. of sheets covered by this seal: ___

REVISIONS		
No.	DESCRIPTION	DATE
1		

IMEG
PH: 563.344.0260
www.imegcorp.com
1717 STATE STREET
SUITE 200
BETTENDORF, IA 52722

JERSEY FARMS COMMERCIAL PARK 5th ADDITION
DAVENPORT, IOWA

FINAL PLAT

IMEG Project No: 25004102.00
File Name: 25004102.00 Property.dwg
© COPYRIGHT 2025 ALL RIGHTS RESERVED
Field Book No:
Drawn By: MDR
Checked By: DAB
Date: 8/1/2025

Sheet 1 of 1

Tuesday, September 30, 2025 2:52:42 PM
G:\2025\25004102.00\DESIGN\CIVIL\C3D\SURVEY\25004102.00 PROPERTY.DWG

THE CITY OF DAVENPORT
IOWA | USA

Vicinity Map | Case F25-13

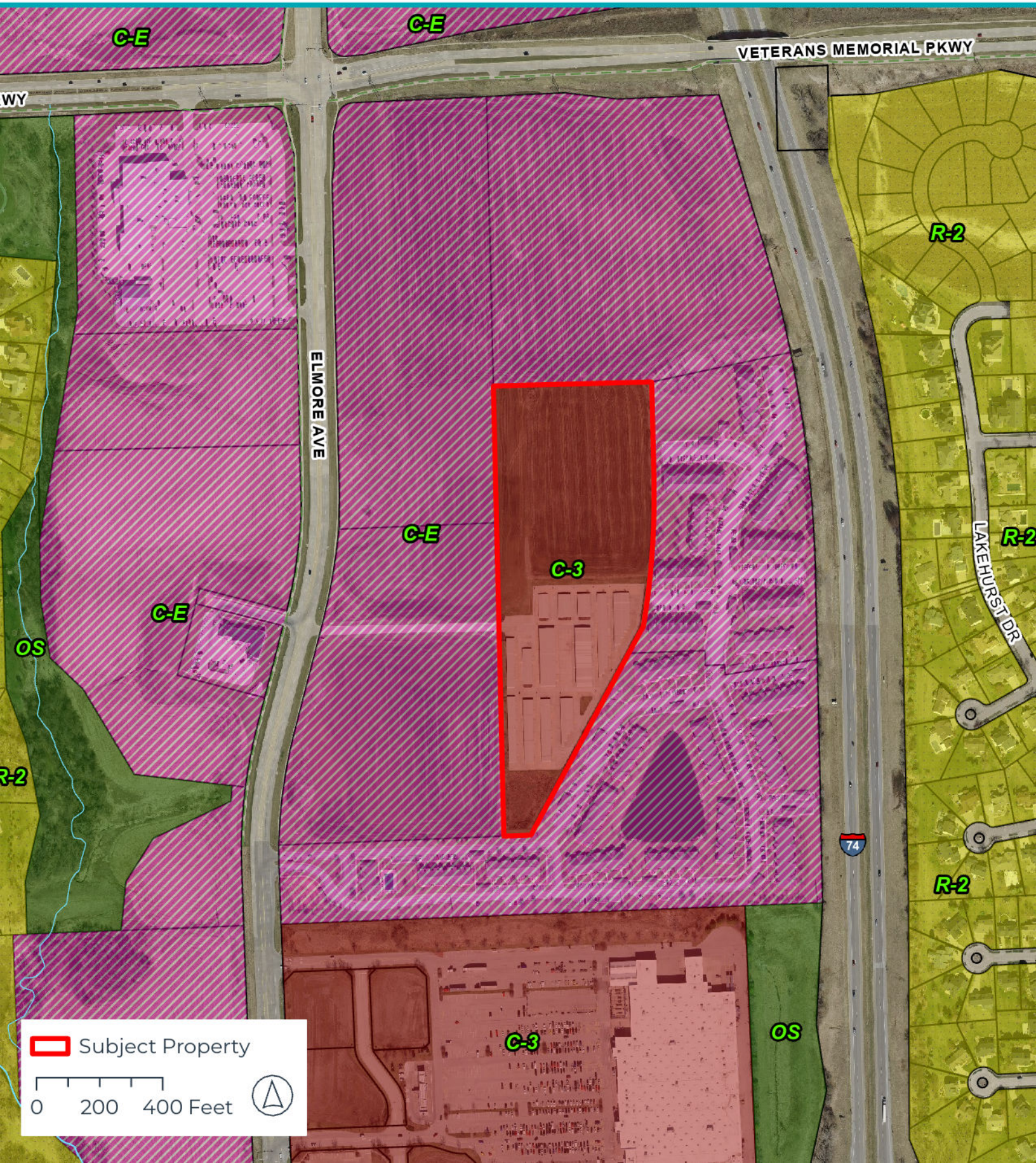
Request of Elmore Storage LLC for a Final Plat of Jersey Farms Commercial Park Fifth Addition. The 2-lot subdivision is located at 6403 Elmore Avenue, on 13 acres. [Ward 6]



THE CITY OF DAVENPORT
IOWA | USA

Zoning Map | Case F25-13

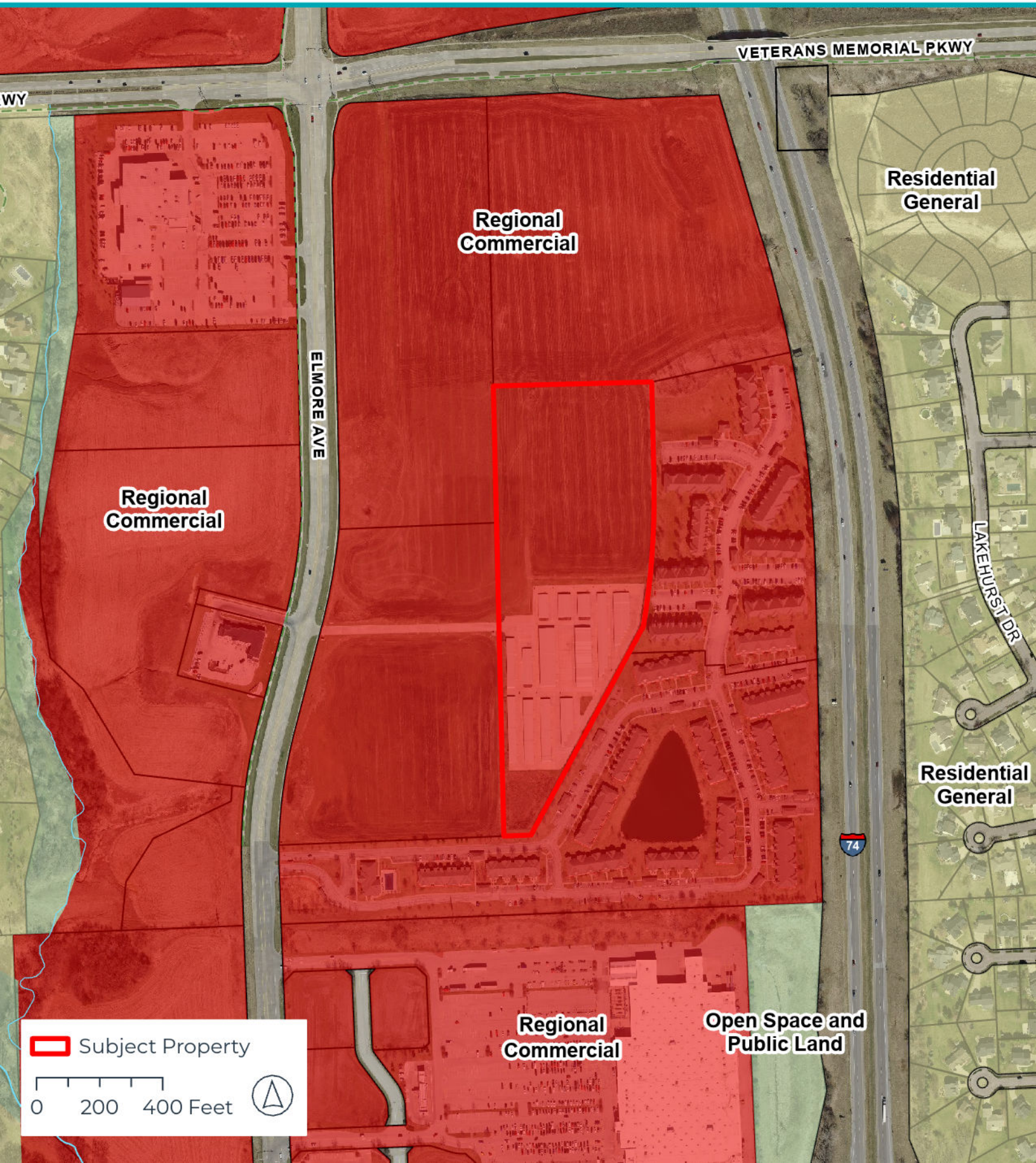
Request of Elmore Storage LLC for a Final Plat of Jersey Farms Commercial Park Fifth Addition. The 2-lot subdivision is located at 6403 Elmore Avenue, on 13 acres. [Ward 6]



THE CITY OF DAVENPORT
IOWA | USA

Future Land Use Map | Case F25-13

Request of Elmore Storage LLC for a Final Plat of Jersey Farms Commercial Park Fifth Addition. The 2-lot subdivision is located at 6403 Elmore Avenue, on 13 acres. [Ward 6]



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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR

SUBDIVISON PLAT

(LAND DIVISION)

SUBDIVISION NAME (& PRJ-NUMBER if assigned)
Jersey Farms Commercial Park Fifth Addition

LOCATION DESCRIPTION
6403 Elmore Avenue

SUBMITTAL DATE

NUMBER OF LOTS BY USE TYPE
2 - Zoned Commercial

ACRES
13.00

STREET DISTANCE
no streets, access via easment

APPLICANT INFORMATION

Applicant Name | Company Name
Elmore Storage, LLC

Address
5167 Utica Ridge Road

City | State | Zip
Bettendorf, Iowa 52722

Phone
563-823-5276

Secondary Phone

E-Mail Address
[redacted]

Acceptance of Applicant

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

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

Thad Denhartog
Print Applicant's Name

Applicant's Signature

10-7-25
Date

SELECT PLAT TYPE SUBMITTED:

PRELIMINARY PLAT: §16.16 Requirements ☐
FINAL PLAT: §16.20 Requirements ☒

PRELIMINARY PLAT REQUIREMENTS:
- Preliminary Plat ☐
- Contours (2') & Infrastructure (pre/post) ☐

FINAL PLAT REQUIREMENTS:
- Platting Certificates per §354.11 State Code ☑
- Final Plat ☑

GENERAL REQUIREMENTS:
- Authorization to Act as Applicant, if needed ☐
- Application Fee (REQUIRED) ☐

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

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

DEVELOPMENT TEAM

Developer / Project Manager
Thad Denhartog, Elmore Storage LLC

Address
5167 Utica Ridge Road, Bettendorf, IA 52722

Phone
563-823-5276

Secondary Phone

E-Mail Address
[redacted]

Engineer
Michael D. Richmond

Address
1717 State Street Bettendorf, IA 52722

Phone
563-823-6080

Secondary Phone
563-650-1693

E-Mail Address
[redacted]

Owner
Thad Denhartog, Elmore Storage LLC

Address
5167 Utica Ridge Road, Bettendorf, IA 52722

Phone
563-823-5276

Secondary Phone

E-Mail Address
[redacted]

Attorney
LW 220 North Main St, Davenport, IA 52801

Address
LW 220 North Main St, Davenport, IA 52801

Phone
563-333-6630

Secondary Phone

E-Mail Address
[redacted]

Authorization to Act as Applicant

I/We, Thad Denhartog
[as property owner(s)]

authorize Michael Richmond
[the above person(s)]

to act as applicant, representing me/us before the City Plan &Zoning Commission

for the property located at 6403 Elmore Avenue.

Signature(s)*
*Please note: original signature(s) are required signed in front of a Notary.

10-7-25
Date

Notarization:

State of Iowa,

County of Scott,

Sworn and subscribed before me

this 7th day of October, 2025.

Notary Public

Iowa Drivers License
[identification type]

My Commission Expires: Sept 14, 2026

TERESSA SCHICK
Commission Number 144096
My Commission Expires
September 14 2026

City of Davenport

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

Action / Date
11/19/2025

Subject:
Third Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Mississippi Avenue along the east side from Kimberly Road to 39th Street. [Ward 7]

Recommendation:
Adopt the Ordinance.

Background:
As part of the construction of Phase III of the Goose Creek Trail, the section along Mississippi Avenue between Kimberly Road and 39th Street will require bicycles to share the road with vehicular traffic. Pedestrians can use the adjacent sidewalk. To ensure the safety of trail users, parking should be restricted on the east side of Mississippi Avenue. Businesses along the route have been notified of the proposed parking changes.

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 MISSISSIPPI AVENUE ALONG THE EAST SIDE FROM KIMBERLY ROAD TO 39TH STREET.

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" of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following.

Mississippi Avenue along the east side from Kimberly Road to 39th 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: Public Works **Action / Date**
Contact Info: Brian Schadt | 563-326-7923 **11/19/2025**

Subject:
Third Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding West High Street along the south side from Gaines Street to Brown Street. [Ward 4]

Recommendation:
Adopt the Ordinance.

Background:
Parking is already prohibited on the north side of West High Street. Eliminating parking on both sides of the street will allow two-way traffic to proceed safely.

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 WEST HIGH STREET ALONG THE SOUTH SIDE FROM GAINES STREET TO BROWN STREET.

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.

West High Street along the south side from Gaines Street to Brown 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: Administration **Action / Date**
Contact Info: Brian Krup | 563-326-6163 **11/19/2025**

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

Ballet Quad Cities; Nutcracker School Program; RiverCenter/Adler Theatre | 136 East 3rd Street; 8:00 a.m. - 4:00 p.m. Friday, December 12, 2025; **Closure:** northernmost parking lane/loading zone, westbound traffic lane, and center lane on East 3rd Street from Brady Street to Iowa Street. [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.

Ballet Quad Cities | When 3rd Street operated as one-way traffic, the request was to close the north parking lane and two travel lanes while leaving one lane open. With the conversion to two-way traffic on November 6, 2025, Traffic Engineering and the Davenport Police Department have determined that the best approach is to close the north parking lane/loading zones, the westbound lane, and the center lane. Davenport officers will be stationed at Iowa Street and/or LeClaire Street to direct westbound traffic to either 4th Street or 2nd Street.

Attachments:
1. Resolution
2. Nutcracker School Program Closure Map

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

Ballet Quad Cities; Nutcracker School Program; RiverCenter/Adler Theatre | 136 East 3rd Street; 8:00 a.m. - 4:00 p.m. Friday, December 12, 2025; ***Closure:*** *northernmost parking lane/loading zone, westbound traffic lane, and center lane on East 3rd Street from Brady Street to Iowa Street. [Ward 3]*

WHEREAS, the City, through its Special Events Policy, has accepted the above applications for events on the listed dates and times 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, and public ground closure requests on the listed dates and times are hereby approved.

Passed and approved this 25th day of November, 2025.

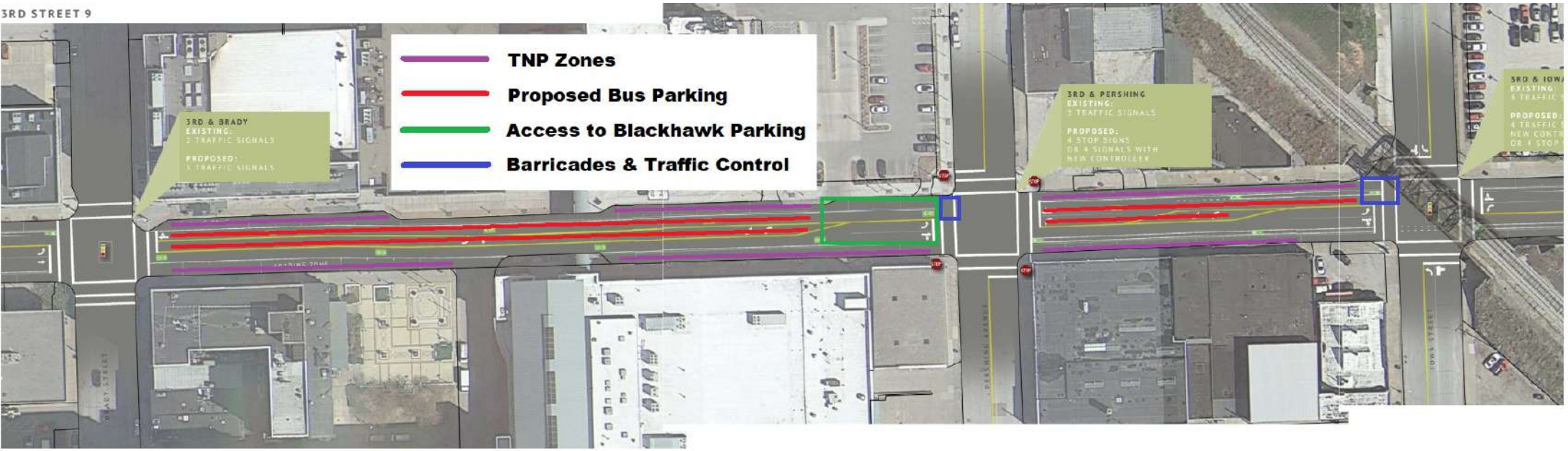
Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

3RD STREET 9


TNP Zones
Proposed Bus Parking
Access to Blackhawk Parking
Barricades & Traffic Control
3RD & BRADY
EXISTING:
2 TRAFFIC SIGNALS
PROPOSED:
3 TRAFFIC SIGNALS
3RD & PERSHING
EXISTING:
2 TRAFFIC SIGNALS
PROPOSED:
4 STOP SIGNS
OR 4 SIGNALS WITH
NEW CONTROLLER

City of Davenport

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

Action / Date
11/19/2025

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

The Museum Bar at Ecdysiast Arts Museum (Ecdysiast Arts, LLC) - 322 Brady Street – New License - License Type: Class C Liquor (On-Premises)

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

Ward 5

Kelso's Corner Bar (Tipsy Village, LLC) - 1117 Mound Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Columbus Club of Davenport, Iowa (Columbus Club of Davenport) - 1111 West 35th Street - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

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

Action / Date
11/19/2025

Subject:
Resolution accepting work completed under the FY 2024 Contract Sewer Repair Program by Petersen Plumbing & Heating Co of Davenport, Iowa in the amount of $537,317.46, CIP #30060 and #33001. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This program repairs damage to sewer infrastructure by contract. All work has been satisfactorily completed by Petersen Plumbing & Heating Co of Davenport, Iowa.

The total cost was $537,317.46 budgeted in CIP #30060 and CIP #33001.

Attachments:
1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the FY 2024 Contract Sewer Repair Program by Petersen Plumbing & Heating Co of Davenport, Iowa in the amount of $537,317.46, CIP #30060 and #33001.

WHEREAS, the City of Davenport entered into a contract with Petersen Plumbing and Heating Co of Davenport, Iowa for the FY 2024 Contract Sewer Repair Program; and

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

WHEREAS, the final cost for work completed under this contract is $537,317.46.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the FY 2024 Contract Sewer Repair Program by Petersen Plumbing & Heating Co of Davenport, Iowa in the amount of $537,317.46 is hereby accepted.

Passed and approved this 25th day of November, 2025.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
11/19/2025

Subject:
Resolution accepting work completed under the Junior Theatre Renovation at the Davenport Learning Center project by Bill Bruce Builders Inc of Eldridge, Iowa in the amount of $372,254.43, CIP #64130. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
This project renovated the Davenport Learning Center (DLC) to provide space for Junior Theatre programming. Work included new flooring, ceilings, lights, dance floor, walls, toilets, sinks, water fountains, and paint.

The total cost of the project was $372,254.43 which was funded in CIP #64130.

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 Junior Theatre Renovation at Davenport Learning Center project by Bill Bruce Builders Inc of Eldridge, Iowa in the amount of $372,254.43, CIP #64130.

WHEREAS, the City entered into a contract with Bill Bruce Builders of Eldridge, Iowa for the Junior Theatre Renovation at Davenport Learning Center project; and

WHEREAS, renovation work performed under 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 work performed under this contract was $372,254.43.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Junior Theatre Renovation at Davenport Learning Center project by Bill Bruce Builders Inc of Eldridge, Iowa in the amount of $372,254.43 is hereby accepted.

Passed and approved this 25th day of November, 2025.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
11/19/2025

Subject:
Resolution accepting work completed under the Oak Street (2804 Oak Street to West 29th Street) Reconstruction project by Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of $274,658.52, CIP #35062. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
This project reconstructed Oak Street from 2804 Oak Street north to West 29th Street. The improvements included pavement removal and replacement, driveway approach replacements, subdrain installation, ADA curb ramp construction, and utility structure adjustments.

The final cost was $274,658.52 budgeted in CIP #35062.

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 Oak Street (2804 Oak Street to West 29th Street) Reconstruction project by Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of $274,658.52, CIP #35062.

WHEREAS, the City entered into a contract with Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa for the Oak Street (2804 Oak Street to West 29th Street) Reconstruction project; and

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

WHEREAS, the final cost of the contract was $274,658.52.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Oak Street (2804 Oak Street to West 29th Street) Reconstruction project by Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of $274,658.52 is hereby accepted.

Passed and approved this 25th day of November, 2025.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
11/19/2025

Subject:
Resolution accepting work completed under the Riverview Terrace Park ADA Accessibility project as part of the 2024 Residential Alley Resurfacing Program by Emery Construction Group Inc of Moline, Illinois in the amount of $58,588.80, CIP #35038. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Work performed for this portion of the 2024 Resident Alley Resurfacing Program reconstructed the two Clay Street entrances associated with Riverview Terrace Park, effectively converting them into parking spaces instead of driveway entrances. Vehicular access to the interior of the park is now restricted. ADA-accessible parking and sidewalks are available in and around the two new parking areas. The cost of work done specifically for this park was $58,588.80.

All work under this contract has now been satisfactorily completed by Emery Construction Group Inc. The final cost of all work, including that previously accepted by Resolution 2025-55, was $444,070.73.

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 Riverview Terrace Park ADA Accessibility project as part of the 2024 Residential Alley Resurfacing Program by Emery Construction Group Inc of Moline, Illinois in the amount of $58,588.80, CIP #35038.

WHEREAS, the City entered into contract with Emery Construction Group Inc of Moline, Illinois for the 2024 Residential Alley Resurfacing Program; and

WHEREAS, five locations were included in the contract; and

WHEREAS, completed work for four alleys under this contract was accepted by Resolution 2025-55; and

WHEREAS, the fifth location as part of this Program removed vehicular access to the Riverview Terrace Park and constructed new parking spaces and sidewalks meeting ADA standards; and

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

WHEREAS, the cost of the work completed at Riverview Terrace Park was $58,588.80; and

WHEREAS, the final cost of the entire contract was $444,070.73.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Riverview Terrace Park ADA Accessibility project as part of the 2024 Residential Alley Resurfacing Program by Emery Construction Group Inc of Moline, Illinois in the amount of $58,588.80 is hereby accepted.

Passed and approved this 25th day of November, 2025.

Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration **Action / Date**
Contact Info: Nicole Gleason | 563-326-7734 **11/19/2025**

Subject:
Second Consideration: Ordinance amending Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa to incorporate community cat recommendations from the joint task force between the Humane Society of Scott County and the City of Davenport. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
The City of Davenport contracts animal control and sheltering services to the Humane Society of Scott County. The current service agreement charges a joint task force to evaluate any ordinance updates or programmatic changes that contribute to a sustainable business model. The task force consults with local government agencies, animal welfare experts, and other municipal codes from Iowa communities.

For many years, municipalities have approached cat population control by trapping and impounding the animals. This approach has not decreased the cat population over the past decades of practice. Care for cats in the shelter is a significant cost driver, as overpopulation also creates health issues that need treatment. Bringing healthy community cats into a shelter is unnecessary and costly.

Trap-Neuter-Return (TNR) or Trap-Neuter-Vaccinate-Return (TNVR) programs are humane and effective community-based initiatives designed to manage and reduce free-roaming and feral cat populations. The process involves trapping cats, spaying or neutering them to prevent reproduction, vaccinating to promote health, ear-tipping for identification, and then returning the cats to their original outdoor environment. These programs reduce behaviors associated with mating such as yowling, fighting, and spraying, and over time, reduce the overall population by preventing litters of unowned kittens. TNR programs address the root cause of cat overpopulation and save taxpayer dollars by decreasing shelter intake and reducing the need for animal control interventions. As an added benefit, communities with TNR programs can attract grants and/or private funding.

An overview of the proposed recommendation was presented at the November 4, 2025, Management Update meeting. A community education session is planned for November 18, 2025; event details to follow.

The proposed changes, shown in the attached red-lined document, include:

- 6.04.010 | Updates and additions to definitions: caretaker, community cat, owner, and Trap-Neuter-Release (TNR)
- 6.04.020 | Update to licenses required for *owned* dogs and cats
- 6.04.040 | Add exceptions for community cats

- 6.04.060 | Adds an exception for community cats
- 6.04.065 | Adds a new section to outline community cat requirements
- 6.04.080 | Minor update to direct to nuisance process
- 6.04.090 | Adds an exception for community cats
- 6.04.100 | Adds an exception for community cats
- 6.04.130 | Replaces barking dog regulations with animal noise regulations
- 6.04.140 | Adds an exception for community cats
- 6.04.160 | Minor update for clarity

Attachments:

1. Ordinance
2. Current Chapter 6.04
3. Current Chapter 6.04 Strikethrough Version
4. Animal Services Update 2025.11.04

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6.04 ENTITLED "ANIMALS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO INCORPORATE COMMUNITY CAT RECOMMENDATIONS FROM THE JOINT TASK FORCE BETWEEN THE HUMANE SOCIETY OF SCOTT COUNTY AND THE CITY OF DAVENPORT.

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

Section 1. That Section 6.04.010 of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding a new Subsection 6.04.010(H) and relettering all subsequent subsections accordingly:

6.04.010 **Definitions.**

H. CARETAKER or CAREGIVER – Means a person participating in TNR who provides care to a community cat without claiming ownership, and who is not an owner, harborer, controller, or keeper of the cat solely for providing such care.

Section 2. That Section 6.04.010 of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding a new Subsection 6.04.010(M) and relettering all subsequent subsections accordingly:

6.04.010 **Definitions.**

M. COMMUNITY CAT - Any cat or kitten that is unowned, free-roaming, and meets all of the following conditions:

1. The cat has been spayed or neutered;
2. The cat has been vaccinated against rabies and distemper;
3. The cat receives an ear-tip, performed by a licensed veterinarian, under anethesia, and following accepted pain management practices;
4. The cat has been micro-chipped for identification and for vaccination tracking; and
5. The cat is returned to the area where it was captured.

An ear-tipped, free-roaming cat shall be presumed to be a community cat; a person

interacting with such a cat during TNR shall be presumed a caregiver, not an owner, absent clear evidence to the contrary.

Section 3. That Section 6.04.010 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.010 **Definitions.**

T. OWNER. Any person keeping, sheltering, harboring, having custody of, exercising control over, or claiming a property interest in an animal. The term "owner" does not include a community cat caregiver solely by virtue of providing food, water, shelter, or humane trapping/transport for TNR.

Section 4. That Section 6.04.010 of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding a new Subsection 6.04.010(BB) and relettering all subsequent subsections accordingly:

6.04.010 **Definitions.**

BB. TRAP-NEUTER-RETURN (TNR). The process of humanely trapping, sterilizing, vaccinating, ear-tipping, and returning community cats to the location in which they were trapped.

Section 5. That Subsection 6.04.020(A) of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

A. Every owned dog and cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.

Section 6. That Section 6.04.040 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.040 **Rabies vaccination and reporting.**

C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times. Animal shelters administering a TNR program shall retain records of vaccinations of community cats. Rabies vaccination tags are not required for community cats.

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

1. The name, age and sex of the animal;

2. A general description of the animal;

3. The date the current vaccination was given to the animal;

4. The revaccination date;

5. The vaccination tag number assigned to the animal;

6. The name and address of the animal's owner or custodian, except community cats.

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

Section 7. That Section 6.04.060 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add a new Subsection 6.04.060(B) as follows and relettering all subsequent Subsections accordingly:

6.04.060 **Animal running at large.**

B. Community cats are not deemed at-large unless designated a nuisance or visibly sick/injured; nuisance determinations follow the animal control officer's assessment and citizen complaints.

Section 8. That Chapter 6.04 entitled "Animals" of the Municipal Code of Davenport, Iowa be and the same is hereby amended to add a new Section 6.04.065 as follows:

6.04.065 **Community Cats**

A. The purpose of this section is to protect residents of the city against the hazards brought about by a feral cat population and to provide a safe and humane process by which health and safety hazards can be reduced through the use of Trap-Neuter-Return (TNR) practices to reduce and/or manage the cat population within city limits.

B. Trap-Neuter-Return (TNR) will permit the City of Davenport or a designee to engage in the trapping of community cats for the purpose of sterilization, vaccination, ear-tipping for easy identification, and to provide other necessary medical care for community cats. The City of Davenport may work with its designee to implement and/or administer Trap-Neuter-Return (TNR) practices.

C. A caretaker providing care for community cat(s) may offer certain necessities on a regular/on-going basis, including but not limited to, food and water. Feeding stations must be on property owned or occupied by the caretaker, must be kept in sanitary conditions, and must prevent the attraction of wildlife. A caretaker may provide medical care as needed or contact animal control for assistance to prevent the suffering of a community cat. Providing food, water, or weather-appropriate shelter to a free-roaming cat, or participating in TNR (including humane trapping, transport, surgery, recovery, and return), does not, by itself, constitute ownership.

D. If the requirements identified in this section are met, the caretaker is exempt from licensing, running at large, or other provisions of this chapter that apply to owned cats.

E. Community cats are prohibited from protected wildlife areas, nature preserves, or other sensitive habitats or areas where cats may present a risk. Community cats shall not be released near these areas and may be impounded if found near one of these areas.

F. Community cat caregivers may reclaim impounded community cats without proof of ownership for the purpose of carrying out Trap-Neuter-Return (TNR) and/or returning ear-tipped community cats to their original locations.

G. A cat meeting the requirements of a community cat as defined by this chapter shall be released on the site where it was trapped or within a mile radius of the site where it was trapped. An ear-tipped cat received by animal control will be returned to the location trapped unless veterinary care is required, unless the property owner requests the cat not be returned, or unless animal control is aware of unsafe conditions.

H. A community cat that causes damage, interferes with a property, creates a nuisance, or creates a health hazard may be abated under the general abatement provisions of the Davenport Municipal Code.

I. The City of Davenport or its designee shall have no liability for the disposition of any community cat.

J. No person shall trap or capture any cat and remove or release it to another location within or outside the city limits. Relocation of cats is prohibited unless expressly authorized by animal control.

Section 9. That Section 6.04.080 of the Municipal Code of Davenport, Iowa be and the same is hereby amended as follows:

6.04.080 **Removal of excrement.**

A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and anything that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance subject to the process outlined in 6.04.160.

Section 10. That Section 6.04.090 of the Municipal Code of Davenport, Iowa be and the same is hereby amended as follows:

6.04.090 **Number of animals regulated.**

D. Community cats shall not be counted toward the number of animals.

Section 11. That Subsection 6.04.100(A) of the Municipal Code of Davenport, Iowa be and the same is hereby amended as follows:

9. Community cats are not wild animals herein.

Section 12. That Section 6.04.130 of the Municipal Code of Davenport, Iowa be repealed and replaced to read as follows:

6.04.130 **Animal noise regulations**

A. A person shall not keep, harbor, feed, or knowingly allow any animal to emit vocalizations

plainly audible beyond the property line in a manner that meets one of the following objective thresholds:

a. Nighttime (10:00 p.m.–7:00 a.m.): continuous vocalization for 5 minutes or longer, or intermittent vocalization totaling 10 minutes within any 1-hour period.

b. Daytime (7:00 a.m.–10:00 p.m.): continuous vocalization for 10 minutes or longer, or intermittent vocalization totaling 30 minutes within any 24-hour period.

B. Evidence. A violation may be established by (i) officer observation; (ii) audio/video recordings that reasonably capture duration and audibility from the complainant's property; (iii) a sworn complaint by two independent witnesses, or one witness corroborated by time-stamped recordings or an officer follow-up.

C. Defenses/exceptions. No violation occurs when the vocalization is:

a. In response to provocation, trespass, or an immediate threat;

b. Caused by emergency vehicles or alarms (≤2 minutes);

c. From permitted agricultural operations in an agricultural zone;

d. From wildlife not kept/harbored by a person.

Note: For community-cat caretakers, mere TNR feeding does not create liability unless the caretaker's conduct knowingly or negligently causes repeated violations under §1.

D. Responsible party. The owner, keeper, or person in control of the premises who allows the animal to remain and create the violation is responsible.

E. Remedies. The enforcing official may issue: (i) a written warning and compliance plan; (ii) a municipal infraction; and (iii) abatement under the Code (e.g., indoor confinement during quiet hours, colony management conditions for community cats, or removal consistent with humane and public-health laws).

Section 13. That Section 6.04.140 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.140 **Impoundment.**

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

Section 14. That Section 6.04.160 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

6.04.160 **Nuisances.**

B. Whenever an animal control officer or police officer determines that a nuisance under

this chapter exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail, return receipt requested. If service is by certified mail, service shall be deemed given when mailed.

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

Chapter 6.04
ANIMALS

[Chapter 6.04 Was Repealed And Replaced 5-28-2025 By Ord. No. 2025-224. Prior History Includes 8-28-2024 By Ord. No. 2024-382; Ord. 2017-451 § 2; Ord. 2017-46 § 2; Ord. 2015-118 §§ 5-7; Ord. 2006-211 §§ 1-3; Ord. 2003-210 (Part); Ord. 02-573 §§ 1-9; Ord. 2002-501 §§ 1-2; Ord. 2000-285 §§ 1-12; Ord. 97-247 § 1; Ord. 93-283 § 1 (Part); Portions Of Ords. 75-3, 78-920 And Prior Code §§ 4-1, 4-3, 4-4, 4-9, 4-10, 4-11, 4-11A And 4-11B.]

6.04.010. Definitions. [Added 5-28-2025 by Ord. No. 2025-224]

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

A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.

B. ADEQUATE SHELTER - Means a ventilated protective covering which provides sufficient protection from moisture, wind, sun, extreme temperatures, or other adverse weather conditions, which provides adequate space for standing, sitting, lying, and free movement, and which is maintained in a sanitary manner. Adequate shelter may vary by age, species, breed, and physical condition of the animal. Structural minimum of adequate shelter is an enclosure with at least three solid sides, a roof, a solid and dry resting surface, adequate ventilation, and bedding as appropriate for the weather conditions. Metal drums, animal crates or carriers, vehicles, spaces under structures such as decks are not considered adequate shelter.

C. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.

D. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.

E. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the Chief of Police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.

F. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.

G. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.

H. CAT - Means all members of the feline species regardless of sex.

I. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who

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sells, exchanges, or leases dogs or cats in return for consideration, or who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.

J. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.

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

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

M. DANGEROUS DOG -

1. Means a dog that has:

   a. Killed a human being;

   b. Taken aggressive action that caused a serious injury as defined in Iowa Code § 702.18 to a human;

   c. Killed another domesticated animal, excluding fowl;

   d. Twice within a forty-eight-month period attacked, bitten, or otherwise caused an injury to a person engaged in lawful activity; or

   e. An animal judicially or administratively determined to be a dangerous animal or similar designation by the City Davenport or another jurisdiction with a substantially similar definition of dangerous animal.

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

   a. An animal engaged in law enforcement work that is engaged in official law enforcement activities at the time of the attack or bite;

   b. A security service dog registered with animal control on its designated restricted nonresidential property at the time of the attack or bite;

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

   a. An animal that attacks or bites a person who is engaged in unlawful activity against the person or property of another at the time of the attack or bite;

   b. An animal that attacks or bites in order to protect a human being, domestic animal, or livestock;

   c. An animal that was attacked by an animal at large;

   d. An animal that was deliberately provoked by the person or animal that was harmed;

   e. An animal that bites in an animal care facility, veterinary office, animal shelter, or other state-licensed animal facility; or

   f. An animal that kills another domesticated animal owned by the same owner or the incident originated on the property of the attacking or biting dog's owner.

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

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

P. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by Iowa Code 481A.

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

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

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

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

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

V. SANITARY CONDITION(S) - Means premises free from accumulated animal waste, offensive odors, overcrowding, insects or rodents due to animal keeping, or health or safety risk to humans or animals.

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

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

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

6.04.020. License required. [Added 5-28-2025 by Ord. No. 2025-224]

A. Every dog and every cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.

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B. Licenses shall be purchased from the animal control, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the animal control and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed $5 per tag.

C. Licenses are not transferable between animal owners or animals.

D. Annual license fees shall be set by resolution of the City Council:

1. Neutered/spayed dog or cat (altered).

2. Non-altered dog or cat.

3. Dogs governed by Section 6.04.110 Dangerous dogs shall as set by Resolution 2024-393 and subsequent resolutions.

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

E. Residents age 60 or older and residents who are recipients of social security disability insurance benefits may license their neutered dogs or cats for an annual fee of $1.

F. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed $5.

G. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.

H. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:

1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.

2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.

I. The executive director of animal control or an animal control officer may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except violations for failing to license an animal as required by this chapter shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non-appealed notice of violation.

J. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the

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

K. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.

L. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by animal control absent clear and convincing proof that the animal or animals belong to a person visiting the resident.

M. The animal control officer shall provide the owner or custodian of the animal or animals, as shown on animal control records, so confiscated with notice of the confiscation. If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.

N. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.

O. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City Code. If appealed, the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City Code. If the City demonstrates sufficient evidence in support of its determination, the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed, the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

P. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.

6.04.030. Display of license. [Added 5-28-2025 by Ord. No. 2025-224]

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

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Davenport police officer.

6.04.040. Rabies vaccination and reporting. [Added 5-28-2025 by Ord. No. 2025-224]

A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age as defined by Iowa Code § 351.33. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United States Department of Agriculture.

B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age as defined by Iowa Code § 351.33, if the animal was not yet of age when acquired.

C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times.

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

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

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

6.04.050. Report of bites required. [Added 5-28-2025 by Ord. No. 2025-224]

A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to animal control or the Davenport Police Department. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases, reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.

B. Any animal that has been involved in biting a person must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/or the Scott County Health Department. If an animal is not quarantined at the owner's premises, it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.

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C. The owner of an animal that has been reported as having inflicted a bite on a person shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.

D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or Scott County Health Department officer.

6.04.055. Livestock and poultry prohibited. [Added 5-28-2025 by Ord. No. 2025-224]

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

B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right-of-way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.

C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City, provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060. Animal running at large. [Added 5-28-2025 by Ord. No. 2025-224]

A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter, an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:

1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.

2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.

3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian

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such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.

4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.

5. When the animal is properly housed in a veterinary hospital or registered kennel.

B. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by City operations staff.

C. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrogous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal, provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.

D. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:

1. For a first violation.

2. For a second violation.

3. For a third violation.

4. Fourth violation will result in the revocation of the license to keep the animal.

E. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140, animal control may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

6.04.070. Mistreatment of animals. [Added 5-28-2025 by Ord. No. 2025-224]

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

A. Failure to provide the animal access to adequate food, adequate water, and easy access to adequate

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shelter from the elements;

B. Beating, tormenting, overloading, overworking, or molesting an animal;

C. Permitting or encouraging any combat between animals, or between animals and humans, unless the animal is trained and used by a government agency and accompanied by the appropriate government agency handler;

D. Abandoning an animal as defined by Iowa Code 717B;

E. Exposing any known poisonous material with the intent of allowing or encouraging the material to be eaten by any bird, fowl, domesticated animal, community cat, or livestock;

F. Failure to maintain sanitary conditions where animals are kept;

G. Harboring or owning any sick, diseased or injured animal without procuring veterinary care for said animal(s);

H. Maintaining an animal in such conditions and hygiene that the animal is unable to walk or move normally, conduct routine bodily functions, or stay clean and free of urine, fecal matter, open wounds, disease, and parasites;

I. Leaving an animal in a vehicle, on a vehicle, tethered or confined for a length of time that could result in danger to or death of an animal. If the City of Davenport or designee determines that such animal is in immediate danger, the City of Davenport or designee may remove the animal by whatever means necessary without liability, for the purpose of taking the animal into protective custody pursuant to Iowa Code § 717B.5, Rescue of threatened animals;

J. Intentionally injuring, maiming, disfiguring, mutilating, or destroying an animal by any means that causes pain or suffering;

K. Cropping or docking of an animal's ears or tail, except by a licensed veterinarian, under anesthesia, and following accepted pain management practice;

L. Chaining, tethering, penning, or otherwise restraining or confining an animal outdoors for more than 15 minutes without access to adequate food, adequate water, adequate shelter, and adequate protection from the elements.

6.04.075. Disposition of Mistreated Animals. [Added 5-28-2025 by Ord. No. 2025-224]

Impoundment procedures of threatened or mistreated animals:

A. A law enforcement officer or animal control officer, after consulting with a veterinarian licensed by the state, may rescue a threatened animal as provided in this section. The officer may enter onto private property to rescue a threatened animal if the officer obtains a search warrant issued by a court or enters onto the premises in a manner consistent with the laws of the State of Iowa and the Unites States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;

B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code § 717B.5 as amended;

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C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code § 717B.4, as amended;

D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa § Code 717B.4, as amended.

6.04.080. Removal of excrement. [Added 5-28-2025 by Ord. No. 2025-224]

A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and anything that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance.

B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the owner of private property has given another owner or custodian permission for their animal to use their private property then this section shall not apply to that particular usage.

C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090. Number of animals regulated. [Added 5-28-2025 by Ord. No. 2025-224]

A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from animal control and said person keeps said animals within a residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a $10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition, an excess number of animals permit shall be issued.

B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.

C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

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6.04.100. Wild, exotic or dangerous animals prohibited. [Added 5-28-2025 by Ord. No. 2025-224]

A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals:

1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;

2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal;

3. Any species of feline not falling within the categories of ordinary domesticated house cats Felis catus;

4. Bears or any species;

5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;

6. Foxes, wolves, coyotes, or other species not falling within the category of Canis familiaris;

7. Any animal of any species known to be vicious or dangerous, excluding animals covered by Section 6.04.110;

8. Any animal prohibited under Iowa Code Chapter 717F.

B. This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the Commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research institute or facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.

C. Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the Police Department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.

D. Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animal's immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on animal control within that time period, animal control may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, animal control may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by animal control or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be within the City in violation of this section, it shall be immediately confiscated and disposed of as animal control deems appropriate.

E. Any person keeping wild, exotic or dangerous animals prior to the enactment of this chapter shall be

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

6.04.110. Dangerous dogs. [Added 5-28-2025 by Ord. No. 2025-224]

A. Any person keeping a dog deemed dangerous or vicious prior to June 1, 2025, shall be allowed to keep such animal for the duration of the animal's natural life and shall be excluded from the requirements of this chapter for dangerous dogs if the following conditions are met:

1. The animal has been microchipped and that microchip is registered with animal control;
2. The animal remains licensed under the requirements of this chapter;
3. The animal's owner or custodian posts their property with conspicuous signs warning of the presence of a dog;
4. The animal's owner or custodian maintains continuous residency within the City of Davenport;
5. The animal's owner or custodian complies with any provision deemed necessary by the executive director of animal control in consultation with the City of Davenport Legal Department to ensure public safety; and
6. The animal is not involved in a bite, attack, or dangerous behavior incident as defined by this chapter. Any new incidents involving a grandfathered dog will be evaluated under the criteria of the definition effective June 1, 2025.

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

C. No person shall own, keep, harbor, foster, or maintain any dog that has been declared dangerous except as provided herein.

D. No person shall allow a dangerous dog to be in or upon any premises or vehicle owned, leased, occupied, or controlled by the person, except as provided herein.

E. No person shall bring any dangerous dog into the City of Davenport without approval of the City Administrator.

F. No person shall allow a dangerous dog in a City park or off-leash dog area.

G. Upon receiving a complaint or having reasonable suspicion that a dangerous dog is being kept, sheltered, or harbored within the City, animal control or the City of Davenport may initiate an investigation. If, after investigation, animal control or the City of Davenport determines that a dangerous dog is indeed being kept, sheltered, or harbored within the City by any person, the City of Davenport, or its designee, shall declare the animal a dangerous dog. The owner or caretaker of the dog shall then be ordered to either humanely euthanize the animal or have it microchipped and rehomed outside the City limits within 14 calendar days from the date of service of the order. Until the dog is euthanized or rehomed, it must be securely confined or leashed under the direct control of

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a person 18 years of age or older.

H. Notice of the declaration that a dog has been deemed dangerous shall be promptly served in person to the owner, if known. If personal service cannot be completed within the City limits, the notice may be sent by certified mail. The notice shall include:

1. Description of the animal;

2. Declaration that the animal has been deemed dangerous;

3. The basis for the declaration;

4. An order requiring the owner to humanely euthanize the dog or have the dog microchipped and rehomed outside the City limits within 14 days of the service of the notice;

5. A warning that the dog will be subject to seizure if it is not rehomed or humanely euthanized within the required timeframe; and

6. Information on the right to appeal, stating the owner may file a written notice of appeal with the Legal Department within 14 days from the date of service.

I. If the owner is ordered to humanely euthanize the dog or have it microchipped and rehomed outside the City limits, the owner must comply within the required timeframe of the notice of the declaration. If the owner fails to do so, the City of Davenport or its designee is authorized to seize and impound the animal. Additionally, the animal may be seized at any time if it is not securely confined or leashed under the direct control of a person 18 years of age or older. An impounded animal shall be held for 14 days or, if an appeal is filed, until seven days after the final decision of the appeal. If the appeal results in a reversal of the dangerous declaration, the animal shall be immediately released to the owner or their representative. However, if the declaration remains in effect and the owner does not seek a review by the district court, the City of Davenport or its designee shall proceed with the disposition of the animal in accordance with the policies of the organization providing shelter services.

J. Orders and declarations concerning dangerous dogs issued by the City of Davenport or its designee may be appealed through the administrative appeal procedure set forth in Section 6.04.165 of this Code.

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

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

6.04.115. Security service dogs. [Added 5-28-2025 by Ord. No. 2025-224]

A. No person shall engage in the business of providing security service dog service in the City or to act

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as a handler, unless said person has obtained a license as required by this section prior thereto.

B. No person shall own or have the care or custody of a security service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each security service dog license shall be $10. No security service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.

C. An application for a license to operate, maintain and conduct security service dog service in the City shall be filed, together with an application fee of $200, with the City or its agent. The application shall state the name, address, type of organization of security service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the State of Iowa, in a form approved by the City Attorney, in the sum of $300,000 blanket coverage for the security service dog service. The security dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the security service dog service. Notice of proposed cancellation of the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.

D. Each applicant for a security service dog handler license shall be a natural person and shall pay an annual fee of $100 and shall be required to carry insurance or a surety bond in the amount of $100,000 covering the same items as set forth in subsection C above. A security service dog service licensed under subsection C above need not obtain a separate handler license under this subsection.

E. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this section. A violation of this section may be charged as a simple misdemeanor.

F. Every handler or owner of a security service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a security service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Security Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.

G. Any security service dog service or handler that sells or otherwise transfers ownership of any security service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.

H. Any person whose security service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.

I. A security service dog, properly registered as required by this section, in the custody and control of a licensed security service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a security service dog service or licensed handler.

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6.04.120. Damage to property. [Added 5-28-2025 by Ord. No. 2025-224]

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

6.04.130. Barking dogs regulations. [Added 5-28-2025 by Ord. No. 2025-224]

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

6.04.140. Impoundment. [Added 5-28-2025 by Ord. No. 2025-224]

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

B. Impoundment procedure. Unrestrained animals found running at large, nuisance animals, neglected animals, abandoned animals, and cats or dogs running at large without license tags or rabies vaccination tags shall be taken and impounded in the animal shelter and there confined in a humane manner. All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of animal control or their designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this chapter. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.

D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed, the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal. The boarding fees for other animals shall be set by resolution of the City Council:

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

2. For each domestic fowl, chicken, goose, duck or waterfowl, a per day fee for the animal's care, food, water and shelter.

3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.

4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.

E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering or cannot survive. In such cases the animal may be subjected to humane euthanasia.

F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.

G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses to pay such expenses shall be in violation of this chapter and subject to citation for the same.

H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150. Enforcing provisions. [Added 5-28-2025 by Ord. No. 2025-224]

A. Animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.

B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.

C. Inspection Procedures. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property

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cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.

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

6.04.155. Notice of violation, confiscation, revocation. [Added 5-28-2025 by Ord. No. 2025-224]

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

6.04.160. Nuisances. [Added 5-28-2025 by Ord. No. 2025-224]

A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.

B. Whenever an animal control officer or police officer determines that a nuisance exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail, return receipt requested. If service is by certified mail, service shall be deemed given when mailed.

C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City Code. If appealed, the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City Code. If no timely appeal is filed, the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.

D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified

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of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter, the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of animal control.

6.04.165. Animal Hearing Commission. [Added 5-28-2025 by Ord. No. 2025-224]

A. Purpose. The Animal Hearing Commission has the following powers:

1. To hear and rule on appeals related to dangerous animal determinations within the City;

2. To make decisions on whether an animal should be deemed dangerous under the City's animal ordinances; and

3. Authority to assign animal owners to training or other remediation efforts.

B. Composition. The Commission shall consist of up to eight members, appointed by the City Administrator or designee, with the approval of City Council. Appointments shall be for a period of two years. Each member shall be at least 21 years of age and shall serve without compensation. The Commission shall further consist of at least one of each of the following:

1. A City of Davenport representative or employee not involved in the case, including but not limited to the designated hearing officers under Chapter 2.86;

2. A community member with animal expertise who is not involved in providing animal protection services;

3. A board-certified veterinarian who works with companion animals, a veterinarian technician, a veterinarian's assistant, other veterinary professional, or animal behavior specialist.

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

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

6.04.170. Penalties. [Added 5-28-2025 by Ord. No. 2025-224]

A. A violation of any provision of this chapter shall constitute a municipal infraction and may be cited and punished accordingly.

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B. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.

C. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.

D. The following scheduled fines are established for municipal infractions:

1. Section 6.04.020 (Licenses) $20;

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

3. Section 6.04.110 (Dangerous dog): first offense $250; second offense $500; third or subsequent offense $750.

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

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6.04.010. Definitions.

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

A. ADEQUATE FOOD - Means the provision, at suitable intervals as the dietary requirements of the species so require, of a quantity of wholesome foodstuff suitable for the species and age sufficient to maintain a reasonable level of nutrition in each animal. The foodstuff shall be served in a clean receptacle, dish, or container.

B. ADEQUATE SHELTER - Means a ventilated protective covering which provides sufficient protection from moisture, wind, sun, extreme temperatures, or other adverse weather conditions, which provides adequate space for standing, sitting, lying, and free movement, and which is maintained in a sanitary manner. Adequate shelter may vary by age, species, breed, and physical condition of the animal. Structural minimum of adequate shelter is an enclosure with at least three solid sides, a roof, a solid and dry resting surface, adequate ventilation, and bedding as appropriate for the weather conditions. Metal drums, animal crates or carriers, vehicles, spaces under structures such as decks are not considered adequate shelter.

C. ADEQUATE WATER - Means reasonable access to a supply of clean, fresh, potable water provided in a sanitary manner and provided at suitable intervals for the species not to exceed 24 hours at any one interval.

D. ANIMAL - Means a living organism, other than human beings, birds, fish, or invertebrates, domesticated or wild, and distinguished from other living things by structural and functional characteristics such as locomotion.

E. ANIMAL CONTROL OFFICER - Means any humane officer employed by a humane society under contract with the City, any animal control officer under the jurisdiction of the chief of police, or any other person authorized by the City Administrator to enforce the provisions of this chapter by means of appropriate police powers.

F. ANIMAL SHELTER - Means a facility which is used to house or contain dogs, cats, or other animals, and which is owned, operated or maintained by the City or operated under contract with the City for the purpose of humane boarding of animals impounded under the provisions of this chapter or any other ordinance.

G. BOARDING KENNEL - Means a place or establishment other than an animal shelter or pound where dogs, cats, or other animals, not owned by the proprietor, are sheltered, fed and watered in return for consideration.

H. CARETAKER or CAREGIVER. Means a person participating in TNR who provides care to a community cat without claiming ownership, and who is not an owner, harborer, controller, or keeper of the cat solely for providing such care.

~~H.~~I. CAT - Means all members of the feline species regardless of sex.

~~I.~~J. COMMERCIAL BREEDER - Means a person, engaged in the business of breeding dogs or cats, who sells, exchanges, or leases dogs or cats in return for consideration, or

who offers to do so, whether or not the animals are raised, trained, groomed, or boarded by the person. A person who owns or harbors three or less breeding males or females is not a commercial breeder.

~~J.~~K. COMMERCIAL KENNEL - Means a kennel which performs grooming, boarding, or training services for dogs or cats in return for consideration.

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

M. COMMUNITY CAT - Any cat or kitten that is unowned, free-roaming, and meets all of the following conditions:

1. The cat has been spayed or neutered;
2. The cat has been vaccinated against rabies and distemper;
3. The cat receives an ear-tip, performed by a licensed veterinarian, under anesthesia, and following accepted pain management practices;
4. The cat has been micro-chipped for identification and for vaccination tracking;
5. The cat is returned to the area where it was captured.

An ear-tipped free-roaming cat shall be presumed a community cat; a person interacting with such a cat during TNR shall be presumed a caregiver, not an owner, absent clear evidence to the contrary.

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

~~M.~~O. DANGEROUS DOG – Means a dog that has:

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

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

1. An animal engaged in law enforcement work that is engaged in official law enforcement activities at the time of the attack or bite;

2. A security service dog registered with animal control on its designated restricted nonresidential property at the time of the attack or bite;

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

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

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

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

~~P.~~R. FUR-BEARING ANIMALS - Means the following which are declared to be fur-bearing animals for the purpose of regulation and protection under this chapter: beaver, badger, mink, otter, muskrat, raccoon, skunk, opossum, spotted skunk or civet cat, weasel, coyote, bobcat, wolf, groundhog, red fox, gray fox, and any other animals defined as fur-bearing by Iowa Code 481.A.

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

~~R.~~T. OWNER - Any person keeping, sheltering, harboring, having custody of, exercising control over, or claiming a property interest in an animal. The term "owner" does **not** include a community cat caregiver solely by virtue of providing food, water, temporary shelter, or humane trapping/transport for TNR.

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

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

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

~~V.~~X. SANITARY CONDITION(S) – Means premises free from accumulated animal waste, offensive odors, overcrowding, insects or rodents due to animal keeping, or health or safety risk to humans or animals.

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

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

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

~~Y.~~BB. TRAP-NEUTER-RETURN (TNR). The process of humanely trapping, sterilizing, vaccinating, ear-tipping, and returning community cats to the location in which they were trapped.

6.04.020. License required.

A. Every owned dog and ~~every~~ cat shall be licensed. Dogs and cats shall be licensed within 30 days of the date they are initially inoculated for rabies and annually within 30 days' time of the date of the current rabies vaccination. No person shall have, harbor, keep or possess any unlicensed dog or cat in violation of this chapter.

B. Licenses shall be purchased from the animal control, veterinarians practicing in the Quad Cities area, or online with evidence of a current rabies vaccination signed by a licensed veterinarian. Veterinarians who inoculate a dog or cat shall be required to share rabies vaccination documentation with the City of Davenport or its designee on a minimum of a monthly basis. Established fees collected by veterinarians shall be submitted to the county animal control facility in a manner agreed upon by the animal control and the individual veterinarians. Veterinary offices may charge an administration fee not to exceed $5 per tag.

C. Licenses are not transferable between animal owners or animals.

D. Annual license fees shall be set by resolution of the City Council:

1. Neutered/spayed dog or cat (altered)

2. Non-altered dog or cat

3. Dogs governed by 6.04.110 Dangerous Dogs shall as set by resolution 2024-393 and subsequent resolutions.

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

E. Residents age 60 or older and residents who are recipients of Social Security Disability Insurance Benefits may license their neutered dogs or cats for an annual fee of $1.

F. Upon proof of loss, a duplicate license tag may be obtained upon payment of a replacement fee not to exceed $5.

G. A person owning or possessing any dog or cat who moves into the City shall obtain a license for said animal within 30 days of the date the person takes up residency in Davenport.

H. Notwithstanding the licensing requirements of this chapter, the following animals shall not be required to be licensed while in the City:

   1. Animals whose owner or custodian is a nonresident of the City and who are visiting within the City temporarily. Temporarily means for a period of time 30 days or less within any consecutive twelve-month period.

   2. Animals brought into the City for participation in a show, exhibition, demonstration or exhibit and which remain in the City for a period of 30 consecutive days or less.

I. The executive director of animal control or an animal control officer may revoke a person's privilege to license and keep a dog or cat within the City. Such revocation shall be for a period as determined by the executive director or animal control officer. Revocation of the privilege to license and keep a dog or cat within the City may be initiated if the owner or custodian of the dog or cat has committed any violations of the provisions of this chapter, except violations for failing to license an animal as required by this chapter shall not be included as violations leading to revocation within any consecutive twelve-month period. A violation shall be shown by a conviction upon a citation or a finding by the Deputy City Clerk or by a non- appealed notice of violation.

J. An owner or custodian whose privilege has been revoked shall, within 10 days after notice of the revocation, remove from their residence all dogs and cats which the person owns, keeps, harbors or maintains. If the license is revoked, the owner or custodian shall surrender the animal to animal control or permanently remove the animal from the city limits within five calendar days after either the time for appeal has expired or the decision of the Deputy City Clerk has been served on the owner or custodian. If the animal is found in the City after the five-day period, it shall be immediately impounded. Failure to remove a dog or surrender it to animal control may be prosecuted as a municipal infraction violation or simple misdemeanor. An

owner whose license has been revoked shall inform animal control in writing upon the animal's removal from the city limits the name, address and telephone number of the animal's new owner, the location where the animal will be kept and the name and description of the animal. In addition, the owner shall notify the new owner in writing of any details concerning any and all complaints concerning the animal, and any terms, conditions or restrictions imposed by animal control as to the animal. The owner shall provide animal control with a copy of the notification provided to the new owner as well as an acknowledgment by the new owner of the receipt thereof.

K. Upon revocation of a person's privilege to license and keep dogs or cats, no part of the licensee fee shall be refunded.

L. During the period of revocation, any dog or cat which the person owns, keeps, harbors or maintains at their residence may be immediately confiscated upon its discovery and disposed of by animal control absent clear and convincing proof that the animal or animals belong to a person visiting the resident.

M. The animal control officer shall provide the owner or custodian of the animal or animals, as shown on animal control records, so confiscated with notice of the confiscation. If the animal or animals are unlicensed or no record exists as to the owner or custodian of an animal, notice of confiscation shall be directed to the address of the residence.

N. Any person whose privilege to license and keep animals has been revoked, but who owns, keeps, harbors or maintains a dog or cat during the period of the revocation shall have an additional period of up to one year added to the original period of revocation for each violation of the revocation.

O. The notice of revocation or notice of extension of the revocation period, or notice of confiscation of any animal may be appealed as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If the City demonstrates sufficient evidence in support of its determination the burden shall shift to the appealing party to demonstrate by clear and convincing evidence that he or she has had no role in the care, supervision, possession or control of the animal or that the incident which caused the enforcement action by the City was caused by a third party or event not under the supervision or control of the appealing party. If no timely appeal is filed the notified person shall be deemed to have waived all rights to challenge the action taken by the City.

P. When permanent ownership of an animal is transferred, the new owner shall, within 14 days from the date ownership is assumed, obtain a license if the animal is required to be licensed pursuant to this chapter.

6.04.030. Display of license.

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

6.04.040. Rabies vaccination and reporting.

A. All dogs, cats and ferrets shall be inoculated against rabies by a licensed veterinarian upon such animal attaining the age as defined by Iowa Code section 351.33. Rabies vaccinations shall be readministered at least once every three years for dogs and cats and once every year for ferrets or as otherwise recommended by the United States Department of Agriculture.

B. A person who acquires a dog, cat or ferret that does not have a current rabies vaccination certificate shall have the animal inoculated for rabies within 30 days after the animal was acquired or within 30 days of the animal attaining the age as defined by Iowa Code section 351.33, if the animal was not yet of age when acquired.

C. The owner or custodian of any animal required to be vaccinated against rabies shall keep a current rabies vaccination tag securely attached to a substantial collar which shall be worn by the animal at all times. Animal shelters administering a TNR program shall retain records of vaccinations of community cats. Rabies vaccination tags are not required for community cats.

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

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

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

6.04.050. Report of bites required.

A. Any person having knowledge of any dog, cat, or ferret bite or scratch which has caused a skin abrasion upon any person or for which the victim required medical attention, which bite or scratch occurred within the City, shall immediately report such fact to animal control or the Davenport Police Department. This section shall not apply if said bite or scratch occurred while the animal was being treated, confined, or housed within a veterinary hospital or clinic and that facility knows such animal is currently inoculated for rabies and has the certification to prove such inoculation. In such cases reporting of the bite or scratch shall be discretionary with the veterinary hospital or clinic.

B. Any animal that has been involved in biting a person must be quarantined for 10 days from the date of the bite. Such confinement may be at the premises of the owner if

deemed appropriate and sufficient safeguards are provided to the discretion of the animal control officer and/ or the Scott County Health Department. If an animal is not quarantined at the owner's premises it shall be confined at the animal shelter or at a licensed veterinary hospital of the owner's choosing. All costs of the quarantine shall be the owner's liability. This section shall not apply to police canines.

C. The owner of an animal that has been reported as having inflicted a bite on a person shall, on demand, produce the animal for examination and quarantine to an animal control officer or police officer. It is unlawful to fail to or refuse to produce such an animal. Failure to produce an animal demanded shall subject the owner or custodian to arrest if probable cause exists to believe the animal inflicted a bite on a person or other animal.

D. It is unlawful for any person to remove any animal which has been quarantined pursuant to this chapter from its place of quarantine without the express consent of an animal control officer and/or Scott County Health Department officer.

6.04.055. Livestock and poultry prohibited.

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

B. It shall be unlawful for any person to ride any animal upon the public or private sidewalks within the City, nor shall any person ride any animal upon a public street or right of way during the hours of sunset to sunrise, except for public parades for which a permit has been issued by the City.

C. The lawful keeping of livestock, which is otherwise unlawful by reason of the enactment of this chapter, may be continued upon property located within the City provided livestock was maintained thereon prior to the enactment of this chapter, and may be continued until such time as livestock is no longer kept or maintained upon such property. The burden of proving the maintenance of livestock upon a parcel of land within the City proper to the enactment of this chapter shall lie with the person claiming such prior existence. Nothing herein shall be deemed to exempt an owner of livestock within the City limits from the enforcement of nuisance or other laws regarding the keeping of such livestock.

6.04.060. Animal running at large.

A. It shall be unlawful for the owner or custodian of any dog, cat, or other animal to fail to keep the same from running at large within the City. For the purpose of this chapter an animal shall not be deemed running at large, even if the animal is not restrained, as long as one of the following situations applies:

1. When the animal is restrained either upon the premises of the owner or custodian or upon another's premises with the permission of the owner of that premises, so long as the animal is restrained in such a manner that it cannot enter on the public streets, sidewalks, alleys, other public areas, or property not owned by the owner, custodian, or permittee, unless the animal has been declared dangerous or vicious, in which case the provisions of Section 6.04.110 shall apply.

2. When the animal is confined or restrained upon the premises of the owner or custodian within a secured building, or within a secured pen, enclosure or similar structure which has secured sides, bottom, and top such that the animal cannot escape, or within fencing or similar means secured such that the animal cannot escape and which is fastened by an adequate locking device.

3. When an animal is enclosed within an automobile or other vehicle of its owner or custodian such that it cannot escape and such that said confinement does not endanger the animal's health or well-being.

4. When the animal is being walked off the premises of its owner or custodian so long as the animal is on a leash not more than six feet in length and under the control of a person competent to restrain and control the animal.

5. When the animal is properly housed in a veterinary hospital or registered kennel.

B. Community cats are not deemed at-large unless designated a nuisance or visibly sick/injured; nuisance determinations follow the animal control officer's assessment and citizen complaints.

~~B.~~C. Notwithstanding any provision to the contrary, animals injured on or along public streets or public rights-of-way shall be deemed running at large. The animal control officer or Davenport police officer shall remove all such animals and at his or her discretion take such an animal needing medical attention to a veterinarian or animal shelter. The owner or custodian of such an animal shall be responsible and liable for the expenses of medical treatment and care as well as impoundment fees and any other penalties imposed by this chapter. Dead animals on or along public streets shall be removed by city operations staff.

~~C.~~D. Every female dog or cat in heat shall be confined in a building or secure enclosure during the period of heat, in such a manner as will prevent the animal from coming into contact with the other animals unless the animal is used in a planned breeding situation. An animal is deemed to be in heat when it is in an estrogous state or ovulating. Nothing in this subsection shall be construed to prohibit exercising the animal provided the animal is restrained on a leash or similar restraint not more than six feet in length and is under the control of a person competent to restrain and control the animal or from transporting such animal within a motor vehicle.

~~D.~~E. Any dog, cat, or other animal which is found in violation of this section may be impounded. Any such animal impounded may be redeemed by its owner or custodian within three days from the time specified in Section 6.04.140 and upon payment of the applicable redemption fee, current rabies vaccination fee unless current rabies

inoculation is proven, the current licensing fees and penalties if the animal is unlicensed, impoundment fees, and the fees, costs and charges for any emergency medical treatment administered to the animal. Redemption fees shall be set by resolution of the City Council:

1. For a first violation
2. For a second violation
3. For a third violation
4. Fourth violation will result in the revocation of the license to keep the animal.

~~E.~~F. Any violation of this section may result in the immediate apprehension and impoundment of the animal by an animal control officer. After the time specified in Section 6.04.140 animal control may dispose of an unredeemed animal. If an animal control officer is unable to apprehend an animal or impoundment is not feasible, the animal control officer shall provide the owner or custodian of the animal with a notice of violation under the procedures contained in Section 6.04.155.

6.04.065. Community Cats.

A. The purpose of this section is to protect residents of the city against the hazards brought about by a feral cat population and to provide a safe and humane process by which health and safety hazards can be reduced through the use of Trap-Neuter-Return (TNR) practices to reduce and/or manage the cat population within city limits.

B. Trap-Neuter-Return (TNR) will permit the City of Davenport or a designee to engage in the trapping of community cats for the purpose of sterilization, vaccination, ear-tipping for easy identification, and to provide other necessary medical care for community cats. The City of Davenport may work with its designee to implement and/or administer Trap-Neuter-Return (TNR) practices.

C. A caretaker providing care for community cat(s) may offer certain necessities on a regular/on-going basis, including but not limited to, food and water. Feeding stations must be on property owned or occupied by the caretaker, must be kept in sanitary conditions, and must prevent the attraction of wildlife. A caretaker may provide medical care as needed or contact animal control for assistance to prevent the suffering of a community cat. Providing food, water, or weather-appropriate shelter to a free-roaming cat, or participating in TNR (including humane trapping, transport, surgery, recovery, and return), does not, by itself, constitute ownership.

D. If the requirements identified in this section are met, the caretaker is exempt from licensing, running at large, or other provisions of this chapter that apply to owned cats.

E. Community cats are prohibited from protected wildlife areas, nature preserves, or other sensitive habitats or areas where cats may present a risk. Community cats shall not be released near these areas and may be impounded if found near one of these areas.

F. Community cat caregivers may reclaim impounded community cats without proof of ownership for the purpose of carrying out Trap-Neuter-Return (TNR) and/or returning ear-tipped community cats to their original locations.

G. A cat meeting the requirements of a community cat as defined by this chapter shall be released on the site where it was trapped or within a mile radius of the site where it was trapped. An ear-tipped cat received by animal control will be returned to the location trapped unless veterinary care is required, unless the property owner requests the cat not be returned, or unless animal control is aware of unsafe conditions.

H. A community cat that causes damage, interferes with a property, creates a nuisance, or creates a health hazard may be abated under the general abatement provisions of the Davenport Municipal Code.

I. The City of Davenport or its designee shall have no liability for the disposition of any community cat.

J. No person shall trap or capture any cat and remove or release it to another location within or outside the city limits. Relocation of cats is prohibited unless expressly authorized by animal control.

6.04.070. Mistreatment of animals.

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

A. Failure to provide the animal access to adequate food, adequate water, and easy access to adequate shelter from the elements;

B. Beating, tormenting, overloading, overworking, or molesting an animal;

C. Permitting or encouraging any combat between animals, or between animals and humans, unless the animal is trained and used by a government agency and accompanied by the appropriate government agency handler;

D. Abandoning an animal as defined by Iowa Code 717.B;

E. Exposing any known poisonous material with the intent of allowing or encouraging the material to be eaten by any bird, fowl, domesticated animal, community cat, or livestock;

F. Failure to maintain sanitary conditions where animals are kept;

G. Harboring or owning any sick, diseased or injured animal without procuring veterinary care for said animal(s);

H. Maintaining an animal in such conditions and hygiene that the animal is unable to walk or move normally, conduct routine bodily functions, or stay clean and free of urine, fecal matter, open wounds, disease, and parasites;

I. Leaving an animal in a vehicle, on a vehicle, tethered or confined for a length of time that could result in danger to or death of an animal. If the City of Davenport or designee

determines that such animal is in immediate danger, the City of Davenport or designee may remove the animal by whatever means necessary without liability, for the purpose of taking the animal into protective custody pursuant to Iowa Code 717.B.5 Rescue of Threatened Animals;

J. Intentionally injuring, maiming, disfiguring, mutilating, or destroying an animal by any means that causes pain or suffering;

K. Cropping or docking of an animal's ears or tail, except by a licensed veterinarian, under anesthesia, and following accepted pain management practice;

L. Chaining, tethering, penning, or otherwise restraining or confining an animal outdoors for more than 15 minutes without access to adequate food, adequate water, adequate shelter, and adequate protection from the elements.

6.04.075. Disposition of Mistreated Animals.

Impoundment procedures of threatened or mistreated animals:

A. A law enforcement officer or animal control officer, after consulting with a veterinarian licensed by the State, may rescue a threatened animal as provided in this section. The officer may enter onto private property to rescue a threatened animal if the officer obtains a search warrant issued by a court or enters onto the premises in a manner consistent with the laws of the State of Iowa and the Unites States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;

B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code 717B.5 as amended;

C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code 717B.4, as amended;

D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa Code 717B.4, as amended.

6.04.080. Removal of excrement.

A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance subject to the process outlined in 6.04.160.

B. It shall be unlawful for an owner or custodian to permit an animal to discharge excrement upon any public property, common area, common thoroughfare, street, sidewalk, alley, play area, park or private property unless the excrement is immediately picked up and disposed of in an appropriate refuse container. If the

owner of private property has given another owner or custodian permission for their animal to use their private property then this section shall not apply to that particular usage.

C. Animal excrement shall not be placed in storm sewers or street gutters, but shall be picked up and disposed of in a sanitary manner in an appropriate refuse container.

6.04.090. Number of animals regulated.

A. It is unlawful for any person to keep or maintain at any one location within the City more than four of the following types of animals, those being dogs, cats, ferrets, and potbellied pigs; and of those four no more than three shall be of the same species. This limitation applies to animals that are more than six months old or animals that are from more than one litter that are more than three months old. This limitation shall not apply to any person provided that person (1) is licensed to operate a kennel, animal shelter, pet shop, boarding kennel, commercial kennel, commercial breeder operation, veterinary hospital, zoological garden, circus, carnival, educational or medical institution, or research facility as defined by state law, and said person is in compliance with the zoning ordinances of the City, or (2) if such animals are kept or maintained upon property zoned as agricultural property within the City, or (3) if said person has applied for and obtained a permit to keep more than four animals from animal control and said person keeps said animals within a residentially zoned district and exception (1), above, does not apply to said person. Upon receipt of an application for a permit as provided by this section and the payment of a $10 fee, an animal control officer shall inspect the applicant's animal housing facilities and the sanitary condition of the same. If the housing facilities are adequate and kept in a sanitary condition an excess number of animals permit shall be issued.

B. Indoor pets such as gerbils, hamsters, guinea pigs, mice, birds, fish, snakes and reptiles, and similar animals normally maintained as pets in an enclosure inside of a dwelling are not proscribed by this section unless specifically regulated by other sections.

C. If a person is found to be keeping more than four animals without the permit required by this section, the excessive number of animals may be immediately removed from the property and impounded. Any such impounded animals shall be held for seven days and if the owner has not either complied with the requirements of this section or petitioned the court for the return of the animals by the end of the seventh day, the animal shelter shall seek to permanently place the animals or euthanize such animals.

~~C.~~D. Community cats shall not be counted toward the number of animals.

6.04.100. Wild, exotic or dangerous animals prohibited.

A. It shall be unlawful for any person to own, possess, harbor, maintain, sell or traffic in any of the following wild, exotic or dangerous animals.

1. All poisonous snakes and poisonous reptiles; all nonpoisonous snakes greater

than 10 feet in length; Gila monsters, alligators, crocodiles and caimans;

2. Gorillas, chimpanzees, orangutans, baboons, and other non-human primate mammals, both arboreal and nonarboreal.

3. Any species of feline not falling within the categories of ordinary domesticated house cats felis catus.

4. Bears or any species;

5. Raccoons, porcupines, skunks, badgers, and other similar fur-bearing animals except ferrets;

6. Foxes, wolves, coyotes, or other species not falling within the category of canis familiaris.

7. Any animal of any species known to be vicious or dangerous, excluding animals covered by 6.04.110.

8. Any animal prohibited under Iowa Code section 717F.

~~8.~~9. Community cats are not wild animals herein.

B. This subsection shall not apply to any bona fide zoological garden, bona fide educational or medical institution, museum, veterinary hospital, wildlife rescue entity or wildlife rehabilitation entity with an appropriate permit from the state, any such animals under the jurisdiction of the commission, game breeders, a circus or carnival licensed by the City, nor shall it apply to a bona fide research institute or facility using wild, exotic or dangerous animals for scientific research. In addition, this section shall not apply to any primate trained and used to assist a handicapped person.

C. Any wild, exotic or dangerous animal found within the City in violation of this section is deemed a public nuisance per se. If a wild, exotic or dangerous animal is found to be roaming at large within the City, it may, in the discretion of the police department or animal control officer, be destroyed immediately without prior notice to the owner thereof. The City and its agents shall be under no duty or obligation to capture or otherwise confine the animal.

D. Any person found to be keeping, sheltering, harboring or maintaining a wild, exotic or dangerous animal in violation of this section is subject to the animals' immediate seizure as contraband. Any animal so seized shall be held for three business days. If the owner has not petitioned the court regarding disposition of the animal and served notice of the pendency of the owner's petition for disposition of the animal on animal control within that time period, animal control may euthanize the animal or permanently place it with an entity which is exempt from the provisions of this section. If necessary, animal control may impound a wild, exotic or dangerous animal at another facility. The animal's owner shall be responsible for all costs and expenses incurred by animal control or the City which arise as a result of the seizure and impoundment of a wild, exotic or dangerous animal. Under no circumstance shall a wild, exotic or dangerous animal be returned to or placed with a nonexempt entity within the City limits. If a wild, exotic or dangerous animal is ever again found to be

within the City in violation of this section, it shall be immediately confiscated and disposed of as animal control deems appropriate.

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

6.04.110. Dangerous dogs.

A. Any person keeping a dog deemed dangerous or vicious prior to June 1, 2025 shall be allowed to keep such animal for the duration of the animal's natural life and shall be excluded from the requirements of this chapter for dangerous dogs if the following conditions are met:

- The animal has been microchipped and that microchip is registered with animal control;
- The animal remains licensed under the requirements of this chapter;
- The animal's owner or custodian posts their property with conspicuous signs warning of the presence of a dog;
- The animal's owner or custodian maintains continuous residency within the city of Davenport;
- The animal's owner or custodian complies with any provision deemed necessary by the executive director of animal control in consultation with the City of Davenport Legal Department to ensure public safety; and
- The animal is not involved in a bite, attack, or dangerous behavior incident as defined by this chapter. Any new incidents involving a grandfathered dog will be evaluated under the criteria of the definition effective June 1, 2025.

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

C. No person shall own, keep, harbor, foster, or maintain any dog that has been declared dangerous except as provided herein.

D. No person shall allow a dangerous dog to be in or upon any premises or vehicle owned, leased, occupied, or controlled by the person, except as provided herein.

E. No person shall bring any dangerous dog into the City of Davenport without approval of the City Administrator.

F. No person shall allow a dangerous dog in a City park or off-leash dog area.

G. Upon receiving a complaint or having reasonable suspicion that a dangerous dog is being kept, sheltered, or harbored within the city, animal control or the City of Davenport may initiate an investigation. If, after investigation, animal control or the City of Davenport determines that a dangerous dog is indeed being kept, sheltered, or harbored within the city by any person, the City of Davenport, or its designee, shall declare the animal a dangerous dog. The owner or caretaker of the dog shall then be ordered to either humanely euthanize the animal or have it microchipped and rehomed outside the city limits within fourteen calendar days from the date of service of the order. Until the dog is euthanized or rehomed, it must be securely confined or leashed under the direct control of a person 18 years of age or older.

H. Notice of the declaration that a dog has been deemed dangerous shall be promptly served in person to the owner, if known. If personal service cannot be completed within the city limits, the notice may be sent by certified mail. The notice shall include:

- Description of the animal;
- Declaration that the animal has been deemed dangerous;
- The basis for the declaration;
- An order requiring the owner to humanely euthanize the dog or have the dog microchipped and rehomed outside the city limits within fourteen days of the service of the notice;
- A warning that the dog will be subject to seizure if it is not rehomed or humanely euthanized within the required timeframe; and
- Information on the right to appeal, stating the owner may file a written notice of appeal with the Legal Department within fourteen days from the date of service.

I. If the owner is ordered to humanely euthanize the dog or have it microchipped and rehomed outside the city limits, the owner must comply within the required timeframe of the notice of the declaration. If the owner fails to do so, the City of Davenport or its designee is authorized to seize and impound the animal. Additionally, the animal may be seized at any time if it is not securely confined or leashed under the direct control of a person 18 years of age or older. An impounded animal shall be held for fourteen days or, if an appeal is filed, until seven days after the final decision of the appeal. If the appeal results in a reversal of the dangerous declaration, the animal shall be immediately release to the owner or their representative. However, if the declaration remains in effect and the owner does not seek a review by the district court, the City of Davenport or its designee shall proceed with the disposition of the animal in accordance with the policies of the organization providing shelter services.

J. Orders and declarations concerning dangerous dogs issued by the City of Davenport or its designee may be appealed through the administrative appeal procedure set forth in Section 6.04.165 of this Code.

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

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

6.04.115. Security service dogs.

A. No person shall engage in the business of providing security service dog service in the City or to act as a handler, unless said person has obtained a license as required by this section prior thereto.

B. No person shall own or have the care or custody of a security service dog unless the person has secured a working service dog license, tag and identification number from the City or its agent. The fee for each security service dog license shall be $10. No security service dog license or tag shall be issued unless said working service dog is currently vaccinated for rabies.

C. An application for a license to operate, maintain and conduct security service dog service in the City shall be filed, together with an application fee of $200, with the City or its agent. The application shall state the name, address, type of organization of security service dog service, its method of operation, the names and addresses of its officers, and the names of its employees and include evidence that the applicant is a bona fide security service licensed by any state or federal authority. The application must be accompanied by an insurance certificate or a surety bond underwritten by a corporate surety admitted to do business in the state of Iowa, in a form approved by the City Attorney, in the sum of $300,000 blanket coverage for the security service dog service. The security dog service and surety shall be jointly and severally liable to any person, firm or corporation for damages suffered by reason of the wrongful acts of the security service dog service. Notice of proposed cancellation of the insurance or bond shall be provided to the City or its agent not less than 30 days in advance of the cancellation date.

D. Each applicant for a security service dog handler license shall be a natural person and shall pay an annual fee of $100 and shall be required to carry insurance or a surety bond in the amount of $100,000 covering the same items as set forth in subsection D above. A security service dog service licensed under subsection D above need not obtain a separate handler license under this subsection.

E. It shall be unlawful for any person to engage in any business or occupation licensed under this section in the City unless such person holds a valid license pursuant to this

section. A violation of this section may be charged as a simple misdemeanor.

F. Every handler or owner of a security service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a security service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Security Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.

G. Any security service dog service or handler that sells or otherwise transfers ownership of any security service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.

H. Any person whose security service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.

I. A security service dog, properly registered as required by this section, in the custody and control of a licensed security service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a security service dog service or licensed handler.

6.04.120. Damage to property.

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

6.04.130. ~~Barking dogs~~Animal noise regulations.

A. ~~It shall be unlawful to keep or harbor any dog which, by frequent, regular, habitual, or continued barking, yelping, or howling shall cause serious annoyance to the surrounding neighborhood. Such action is a violation of this chapter and is also hereby declared a public nuisance. The animal control officer or a Davenport police officer shall have the authority to use all reasonable means to abate such nuisance, including but not limited to requiring that the owner or custodian make bona fide efforts to quiet the dog and impoundment of the dog if the owner or custodian is absent from the premises. If the dog is impounded, the officer shall attempt to locate and notify the absent owner or custodian by any reasonable means as soon as possible.~~A person shall not keep, harbor, feed, or knowingly allow any animal to emit vocalizations plainly audible beyond the property line in a manner that meets one of the following objective thresholds:

a. Nighttime (10:00 p.m.–7:00 a.m.): continuous vocalization for 5 minutes or longer, or intermittent vocalization totaling 10 minutes within any 1-hour period.

b. Daytime (7:00 a.m.–10:00 p.m.): continuous vocalization for 10 minutes or longer, or intermittent vocalization totaling 30 minutes within any 24-hour period.

B. Evidence. A violation may be established by (i) officer observation; (ii) audio/video recordings that reasonably capture duration and audibility from the complainant's property; (iii) a sworn complaint by two independent witnesses, or one witness corroborated by time-stamped recordings or an officer follow-up.

C. Defenses/exceptions. No violation occurs when the vocalization is:

a. In response to provocation, trespass, or an immediate threat;

b. Caused by emergency vehicles or alarms (≤2 minutes);

c. From permitted agricultural operations in an agricultural zone;

d. From wildlife not kept/harbored by a person.

Note: For community-cat caretakers, mere TNR feeding does not create liability unless the caretaker's conduct knowingly or negligently causes repeated violations under §1.

D. Responsible party. The owner, keeper, or person in control of the premises who allows the animal to remain and create the violation is responsible.

E. Remedies. The enforcing official may issue: (i) a written warning and compliance plan; (ii) a municipal infraction; and (iii) abatement under the Code (e.g., indoor confinement during quiet hours, colony management conditions for community cats, or removal consistent with humane and public-health laws).

6.04.140. Impoundment.

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

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

All at large and impounded dogs and cats shall have an electronic identification device, otherwise known as a microchip, placed under the animal's skin after 72 hours in impound, unless waived by the executive director of animal control or their

designee for good cause. The microchip identification shall become part of the at large animal's record, and the impoundment fee shall be increased to include the cost of the microchip implantation and registration in the amount set by Animal Control.

C. Notice. Every dog or cat found without a license, collar, microchip, rabies tag, or similar identification shall be kept for not less than three days after being impounded unless sooner redeemed by the owner in accordance with this article. Dogs with identification shall be kept not less than seven days after being impounded unless sooner redeemed by the owner in accordance with this article.

D. Claim Fees. A person redeeming an impounded dog or cat shall pay the required redemption fee as stated in Section 6.04.060 for a first, second or third offense and the required boarding fees as provided for by this section. In addition, before an unlawfully unlicensed animal may be redeemed the person redeeming the animal must obtain a license as stated in this chapter. In addition, a person redeeming an animal shall pay any additional fees required under the provisions of this chapter, including any monies expended for the provision of medical treatment provided to the animal.

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

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

2. For each domestic fowl, chicken, goose, duck or waterfowl a per day fee for the animal's care, food, water and shelter.

3. For each horse, mule, jack, cow, bull, steer, ox, swine, sheep, goat or similar animals a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.

4. For any animal not specified herein, a per day fee plus actual expenses incurred for the animal's care, food, water and shelter.

E. No animal need be kept for the period of notification or impoundment if a licensed veterinarian or an animal control officer certifies that the animal is so diseased or injured that it is unduly suffering or cannot survive. In such cases the animal may be subjected to humane euthanasia.

F. Unclaimed Animals. Animals not reclaimed or redeemed within the time limitations provided by this chapter shall become the property of the City or animal shelter and shall be placed for adoption in a suitable home or subjected to humane euthanasia. No unclaimed dog or cat shall be released for adoption to a suitable home without being sterilized, or without a written agreement from the adopter, secured by a cash deposit, guaranteeing that such animal will be sterilized.

G. The refusal to redeem or reclaim any impounded animal shall not relieve the owner of the duty to pay the impoundment fees, boarding fees, veterinarian expenses, or any other costs incurred in the care of the animal. An owner or custodian who refuses

to pay such expenses shall be in violation of this chapter and subject to citation for the same.

H. Neither the City nor the animal shelter, nor their agents and officers enforcing the provisions of this chapter shall be liable for any accident or subsequent disease that may occur in connection with the impoundment of any animal pursuant to this chapter.

6.04.150. Enforcing provisions.

A. Animal control officers and Davenport police officers are authorized to issue municipal infraction citations or notices of violations for violations of the provisions of this chapter. If provided for by a section of this chapter, a Davenport police officer may enforce a violation of a section as a simple misdemeanor.

B. It is unlawful for any person to interfere with, hinder, willfully prevent or attempt to prevent any police officer, animal control officer, or person authorized to enforce this chapter by the City Administrator in the enforcement of this chapter.

C. Inspection Procedures. Whenever it becomes necessary to make an inspection to enforce any of the provisions of or to perform any duty imposed by this chapter or other applicable law, or whenever the animal control officer or other authorized person has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the officer is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the officer by this chapter or other applicable law. If the property is occupied, the officer shall first present proper credentials to the occupant and request entry, explaining the reasons entry is sought. If the property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other person in control of the property and request entry explaining the reason therefor. If entry is refused, or the owner or person in control of the property cannot be located after due diligence, the officer shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.

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

6.04.155. Notice of violation, confiscation, revocation.

An animal control officer or police officer may send notice of violation to an animal's owner or keeper. A notice of violation initiates administrative sanction procedures for violations of this chapter, revocation of a person's privilege to license or keep animals

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

6.04.160. Nuisances.

A. Any animal which is not confined or kept under restraint as required by this chapter, and any wild, exotic, dangerous animal kept or maintained within the City in violation of this chapter, any animal which barks so frequently, regularly, or habitually that it causes serious annoyance to the surrounding neighborhood, is hereby declared a public nuisance.

B. Whenever an animal control officer or police officer determines that a nuisance under this chapter exists, the officer may cause a written notice ordering the abatement of the nuisance to be served upon the owner or custodian. The notice to abate shall contain a description of what constitutes the nuisance, the location of the nuisance, a statement of the act or acts necessary to abate the nuisance, a definite time within which the nuisance shall be abated which time shall be reasonable under the circumstances, and a statement that the City will abate the nuisance if the nuisance is not abated in the manner and within the time stated and no request for a hearing is made within the time stated. Notice to abate shall be served personally upon the owner or custodian by serving the owner or custodian or any person residing at the residence who is at least 18 years old, or by serving the owner or custodian by certified mail return receipt requested. If service is by certified mail, service shall be deemed given when mailed.

C. Any person ordered to abate a nuisance may request a hearing on the order to abate as provided in Section 2.86.020 of the City code. If appealed the hearing shall be scheduled and held as provided by the procedures in Chapter 2.86 of the City code. If no timely appeal is filed the nuisance shall be conclusively presumed to exist and the person who was notified to abate it shall be conclusively presumed to be responsible for the existence of the nuisance.

D. If a person ordered to abate a nuisance neglects or fails to abate the nuisance as directed, the City may abate the nuisance. If an animal is impounded, the owner or custodian of the animal shall be notified of the impoundment as provided in Section 6.04.140. Notwithstanding any other provision of this chapter, the impoundment authority shall keep an impounded animal until such time as the animal control officer who ordered the abatement notifies the impoundment authority that the owner or custodian has complied with the order to abate or has abated the nuisance in some other acceptable manner, in which case, the animal may be released to the owner or custodian upon payment of all the costs, fees and other expenses incurred in the care of the animal have been paid. If the impoundment authority is not notified of the

owner's or custodian's compliance within three days after the impoundment, in the case of a previously abated nuisance animal, or from the time specified in a formal order of abatement, the impounded animal may be disposed of in the discretion of animal control.

6.04.165. Animal Hearing Commission

A. Purpose. The Animal Hearing Commission has the following powers:

1. To hear and rule on appeals related to dangerous animal determinations within the city;

2. To make decisions on whether an animal should be deemed dangerous under the city's animal ordinances; and

3. Authority to assign animal owners to training or other remediation efforts.

B. Composition. The Commission shall consist of up to eight members, appointed by the City Administrator or designee, with the approval of City Council. Appointments shall be for a period of two years. Each member shall be at least 21 years of age and shall serve without compensation. The Commission shall further consist of at least one of each of the following:

1. A City of Davenport representative or employee not involved in the case, including but not limited to the designated hearing officers under Chapter 2.86;

2. A community member with animal expertise who is not involved in providing animal protection services;

3. A board-certified veterinarian who works with companion animals, a veterinarian technician, a veterinarian's assistant, other veterinary professional, or animal behavior specialist.

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

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

6.04.170. Penalties.

B. A violation of any provision of this chapter shall constitute a municipal infraction and

may be cited and punished accordingly.

C. If provided for, a section of this chapter may be charged as a simple misdemeanor offense and may be cited and punished accordingly, in lieu of the issuance of a municipal infraction citation, at the officer's discretion.

D. In addition to a municipal infraction citation or simple misdemeanor citation for violations under this chapter, a notice of violation for the same incident may be issued to invoke the procedures pursuant to Section 6.04.155 of this chapter.

E. The following scheduled fines are established for municipal infractions:

1. Section 6.04.020 (Licenses) $20;

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

3. Section 6.04.110 (Dangerous dog): first offense $250; second offense $500; third or subsequent offense $750.

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

THE CITY OF DAVENPORT
IOWA | USA

Management Update

- City and Humane Society of Scott County Task Force

November 4, 2025 | City Hall

Overview

DAVENPORT
IOWA | USA

- Service agreement summary
- Fundraising investment update
- Joint task force
- Ordinance changes
- Timeline and next steps



Service Agreement

FY 2026 Agreement

- Approved by Council February 26, 2025
- Effective July 1, 2025 – June 30, 2026
- $800,000 for services, plus vehicle and fuel
- Currently in negotiation for FY 2027
- Anticipated timeline
  - Legal reviews
  - HSSC board acceptance
  - Council agenda in early 2026



Fundraising Investment

Fundraising Investment

DAVENPORT
IOWA | USA

- FY 2025 Agreement included $50,000 fundraising investment
- Consultant selected to perform:
  - Development Audit
  - Capital Campaign Feasibility Study
- Completed in March 2025

Outcomes

DAVENPORT
IOWA | USA

- Strategic Staffing Realignment | Restructured two staff roles to expand development capacity and improve donor relationships
- Increased Fundraising Revenue | 34.3% increase in revenue so far
    - January–September 2024: $234,722
    - January–September 2025: $315,139
- Community Awareness and Outreach | Increased local event presence, online engagement, with awareness campaign planned for 2026



Joint Taskforce

Purpose

DAVENPORT
IOWA | USA

- HSSC and the City commit to work in good faith to achieve a more stable and sustainable contract
- Evaluate necessary ordinance updates or programmatic changes
- Propose solutions for long-term financial viability

Representation

- Director from HSSC Board
- HSSC Staff
- City Council
  - Alderwoman Burkholder
- City of Davenport Staff
- Consulting with:
  - City of Bettendorf
  - Scott County
  - Veterinarians and animal welfare organizations

Ordinance Changes

Progress To Date

DAVENPORT
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- September 2024 | Changes focused on financial sustainability:
  - Reduced the impoundment period
  - Increased claim fees
  - Required microchips for impounded animals
  - Expanded license sales to vet offices and online
    - January – September 2024 | $11,346
    - January – September 2025 | $23,463
    - More than 200% increase so far
    - Expect to see full impact ~3 years

Progress To Date

DAVENPORT
IOWA | USA

- May 2025 | Continued to seek financial sustainability and to improve animal welfare for companion animals in the community:
  - Updated dangerous animal definition
  - Established an Animal Hearing Commission
  - Updated mistreatment of animals code section

What's Next?

DAVENPORT
IOWA | USA

- November 2025 | Proposed changes continue to seek financial sustainability:
  - Community cats via Trap-Neuter-Return (TNR)

Note | This following slides provide an overview of the proposed code changes. Full details of the proposal are can be reviewed in the draft documents provided in the agenda packet.

Why?

DAVENPORT
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FY 2025 Intake Type	Cats & Kittens
Total	**2,358**
Davenport	**1,678**
Surrendered	208 (12.4%)
Stray	1,403 (83.6%)











Community Cats

DAVENPORT
IOWA | USA

- TNR or TNVR Program Overview:
  - Trap-Neuter-Return or Trap-Neuter-Vaccinate-Return
  - Humane and effective way to manage stray cat populations
  - Cats are trapped, spayed/neutered, vaccinated, ear-tipped, and returned to where they were trapped
  - Reduces undesired mating behaviors like yowling, fighting, and spraying
  - Prevents new litters, lowering the overall cat population
  - Can attract grants and private funding



Community Cats

DAVENPORT
IOWA | USA

- Current:
  - Code requires cats running at large to be impounded
  - TNR or returning a cat outdoors is not currently permitted by ordinance

Community Cats

DAVENPORT
IOWA | USA

- Proposed changes:
  - Allow cats to be returned if they meet the conditions of a community cat:
    - Unowned
    - Free-roaming
    - Vaccinated against rabies and distemper
    - Ear-tipped for easy identification
    - Microchipped for individual identification and tracking vaccination
  - Community cats to be exempt from licensing, running at large, and other requirements for owned cats
  - Updates to allow nuisances to be abated by animal control

Community Cats

DAVENPORT
IOWA | USA

- Justification:
  - Significant cost savings
    - 1,403 stray cats in FY 2025; ~30% under 2 months
    - Average cost of care: $23 per cat per day
    - Average length of stay in FY 2025: 49 days or **$1,127 per cat**
    - Mandatory 3-day stray hold: $69 per cat
    - Estimated cost of TNR: **$76 per cat**
    - **More than 14 times more expensive to impound than TNR**
    - Kittens must be 2 pounds or 2 months to be spayed/neutered, requiring up to 8 weeks of care if born in shelter ($1,288 per cat)
      - Care for a single litter of 5 kittens costs more than $6,440

Community Cats

DAVENPORT
IOWA | USA

- Justification:
  - Fewer cat intakes
    - Lower cost of care and less animal care staff needed
    - Reduce overcrowding, reduce illness, and thereby lower medical costs
  - Addresses overpopulation at the root
  - Similar codes in Cedar Rapids, Des Moines, and Iowa City
  - Proven program success in other communities like Kansas City and Cincinnati

Community Cats

DAVENPORT
IOWA | USA

- If passed:
  - HSSC, partner veterinarians, and volunteer community members collaborate to reduce outdoor cat populations
    - HSSC on-site surgery room completion mid-2026 funded by PetSmart Charities
    - HSSC provides resources and training needed to aid citizens
    - Healthy, unowned cats are altered, vaccinated, microchipped, ear tipped, and returned to their original location
  - Expected results:
    - Reduced cat intakes (upwards of 50% less) resulting in financial savings over 3 to 5 years
    - Reduced number of cats outdoors over time resulting in less nuisances

Next Steps

Timeline

DAVENPORT
IOWA | USA

- Proposed changes have gone through City legal review.
- Ordinance changes on first November cycle.
- Community Information Session
  - November 18 at the Figge Museum; time TBD
  - Representatives from HSSC and Cats in Action
- Tentative proposed schedule:
  - November 5 COW and November 12 City Council
  - November 19 COW and November 25 City Council
  - December 3 COW and December 10 City Council

Thank you



City of Davenport

Department: Administration **Action / Date**
Contact Info: Sam Huff | 563-326-7735 | **11/19/2025**

Subject:
Second Consideration: Ordinance amending Chapter 12.72 entitled "Conduct in Public Parks" of the Municipal Code of Davenport, Iowa to update language and requirements outlined in Iowa State Code Chapter 724.28. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
The City's current Ordinance regarding hunting and firearms in public parks does not align with requirements in Iowa Code Chapter 724.28. State law limits how cities and counties can regulate firearms and weapons, and local ordinances cannot be more restrictive than what state law allows.

To maintain consistency with state law, the City is updating the Municipal Code to reflect the provisions of Iowa Code Chapter 724.28. This update removes outdated language, aligns the City's Code with state requirements, and ensures that the City remains legally compliant.

Attachments:
1. Ordinance
2. Current Section 12.72.060
3. Chapter 12.72 Redline

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12.72 ENTITLED "CONDUCT IN PUBLIC PARKS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO UPDATE LANGUAGE AND REQUIREMENTS OUTLINED IN IOWA STATE CODE 724.28.

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

Section 1. That Section 12.72.060 of the Municipal Code of Davenport, Iowa be and the same is hereby amended as follows:

12.72.060 **Recreational activities.**

C. Hunting and Firearms

1. Prohibited Actions. Except as permitted in this section, no person in a park shall:

a. Hunt, trap, pursue, molest, kill, or capture any wild animal, reptile, or bird; or remove, possess, sell, or offer to sell any young, eggs, nests, or young of any wild animal, reptile, or bird.

b. Discharge or use any firearm, unless specifically authorized by state law, and except as permitted under Subsection 2.

c. Possess or carry within any park any weapon or device that is not otherwise permitted under Iowa state law, including but not limited to air rifles, spring-guns, bows and arrows, slings, or any instrument that can be loaded with blank cartridges, or any trapping device, unless permitted by the director under Subsection 2.

2. Permitted Use. The following are permitted, notwithstanding the prohibitions in Paragraph 1, subject to compliance with all applicable state and federal laws, and subject to any additional rules adopted by Parks & Recreation:

a. Carrying by persons who are legally eligible under Iowa Code, including those who may carry handguns under the state's permitless carry law. Such persons may carry firearms in parks, provided that they are not disqualified under state or federal law.

b. Discharge of a firearm in a park only under a special written permit granted by the director, for specific events or uses (e.g., target ranges, permitted ceremonies), and consistent with state law relating to discharge and public safety.

c. Use of archery equipment or non-firearm weapons (bows and arrows, etc.) in

designated areas only, where those uses are approved by the director, and in compliance with all applicable safety standards and notices.

3. Shooting Across Boundaries. Shooting into or across park boundaries (from outside the park into the park or vice versa) is prohibited unless specifically permitted by a special written permit issued by the director, consistent with safety and state law.

4. Compliance & Preemption. This section does not require any person to violate state law. Where state law allows carrying, possessing, or transporting a weapon, this ordinance shall not unreasonably burden those rights, though it may impose reasonable time, place, and manner restrictions for park safety. If any part of this section is found to conflict with state law or court decision, it shall be severable, and the remainder shall remain in effect.

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

12.72.060. Recreational activities. [Ord. 76-582 § 1 (part); prior code § 31.01-6]

A. Bathing and Swimming.

1. Designated Areas. No person in a park shall: swim, bathe or wade in any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are set forth in this section or may be hereafter adopted; nor shall any person frequent any waters or places customarily designated for the purpose of swimming or bathing, or congregate thereat when such activity is prohibited by the director, upon a finding that such use of the water would be dangerous or otherwise in-advisable.

2. Certain Hours. No person in a park shall: frequent any waters or places designated for the purpose of swimming or bathing, or congregate thereat, except between such hours of the day as shall be designated by the director for such purposes for each individual area.

3. Bathhouses. No person in a park shall: dress or undress in any vehicle, toilet or other place, except in such bathing houses or structures as may be provided for that purpose.

B. Boating.

1. Designated Areas. No person in a park shall bring into or operate any boat, raft, or other water craft, whether motor powered or not, upon any waters, except at places designated for boating by the director. Such activity shall be in accordance with applicable regulations as are now or may hereafter be adopted.

2. Operation of Boats. No person in a park shall: navigate, operate, direct or handle any boat in violation of federal, state or local laws pertaining to the operation of boats.

3. Prohibition During Closing Hours. No person in a park shall: launch, dock, or operate any boat of any kind on any waters between the closing hour of the park at night and opening hour the following morning, nor shall any person be on, or remain on or in, any boat during the closed hours of the park.

4. Hunting and Firearms. No person in a park shall: hunt, trap or pursue wild life at any time. No person shall within a park use, carry or possess firearms of any descriptions, or air rifles, spring-guns, bow-and-arrows, slings or any other forms of weapons potentially inimical to wild life and dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device. Shooting into park areas from beyond park boundaries is forbidden, except on special written permit issued under this chapter.

C. Picnic Areas and Use.

1. Regulated. No person in a park shall: picnic or lunch in a place other than those designated for that purpose. Attendants shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

2. Availability. No person in a park shall: violate the regulation that use of the individual

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Fireplaces together with tables and benches follows generally the rule of "first come, first served."

3. Nonexclusive. No person in a park shall: use any portion of the park areas or of any of the buildings or structures therein without a permit issued by the director, for the purpose of holding activities to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded.

4. Duty of Picnicker. No person in a park shall: leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

D. Camping. No person shall: without a permit from the director, set up tents, shacks, or any other temporary shelter for the purpose of camping, nor shall any person leave in a park after closing hours any equipment, structure or vehicle to be used or that could be used for such purposes, such as house trailer, camp trailer, camp wagon or the like.

E. Games. No person in a park shall: take part in or abet any recreational activity or the playing of any games except in areas set apart therefor.

F. Horseback Riding. No person in a park shall: ride, drive, or lead a horse except on park drives. Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor be hitched to any rock, tree or shrub.

G. Firearms, Missiles and Fireworks. No person in a park shall: carry, shoot, fire, explode or impel, any firearms, air rifles, bows and arrows, pellet guns, sling shots, fireworks, firecrackers, rockets, torpedoes or missiles or explosives of any kind in any park, without a permit from the director.

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2. Permitted Use. The following are permitted, notwithstanding the prohibitions in Paragraph 1, subject to compliance with all applicable state and federal laws, and

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subject to any additional rules adopted by Parks & Recreation:

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City of Davenport

Department: Finance **Action / Date**
Contact Info: Basia Gerlach | 563-326-7727 **11/19/2025**

Subject:
Resolution adopting and approving tax compliance procedures relating to tax-exempt bonds. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City has, and likely will issue in the future, tax-exempt municipal bonds, notes, or other obligations pursuant to the laws of the State of Iowa and Section 103 of the Internal Revenue Code. This Resolution adopts procedures and practices the City will follow regarding the issuance of tax-exempt bonds, and also authorizes and directs the Chief Financial Officer, with advice from the City's bond counsel, to periodically update the compliance procedures in accordance with the Internal Revenue Code and supporting Internal Revenue Service Rulings and Regulations.

Attachments:
1. Resolution
2. Policy

MINUTES FOR ADOPTION OF COMPLIANCE PROCEDURES

629872

Davenport, Iowa

November 25, 2025

The City Council of the City of Davenport, Iowa, met on November 25, 2025, at 5:30 o'clock p.m. at the Council Chambers, City Hall, Davenport, Iowa. The Mayor presided and the roll was called showing the following Aldermen present and absent:

Present: _____

Absent: _____.

Alderman _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Alderman _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out:

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

_____
Mayor

Attest:

_____
Deputy City Clerk

RESOLUTION NO. _____

Resolution Adopting and Approving Tax Compliance Procedures Relating to Tax-Exempt Bonds

WHEREAS, pursuant to the laws of the State of Iowa and Section 103 of the Internal Revenue Code, the City of Davenport, Iowa (the "City"), acting by and through the authority of its City Council, has issued, and likely will issue in the future, tax-exempt municipal bonds, notes or other obligations (the "Tax-Exempt Bonds"); and

WHEREAS, the City deems it necessary and desirable to adopt certain procedures and practices to be followed by the City in connection with the issuance of Tax-Exempt Bonds; and

WHEREAS, proposed tax compliance procedures are attached hereto as Exhibit A (the "Compliance Procedures");

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

Section 1. The Compliance Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. The Chief Financial Officer is hereby authorized and directed to periodically update the Compliance Procedures in accordance with the Internal Revenue Code and supporting Internal Revenue Service Rulings and Regulations, with advice from bond counsel.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved November 25, 2025.

_____
Mayor

Attest:

_____
Deputy City Clerk

EXHIBIT A

TAX COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT BONDS

[Insert Compliance Procedures Here]

City of Davenport, Iowa
Tax Compliance Policy
Relating to Tax-Exempt Bonds

Dated: November 2025

I. Purpose:

To ensure that interest on tax-exempt bonds, notes or other obligations (the "Bonds") of the City of Davenport, Iowa (the "Issuer") remains excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

This policy is adopted by the City Council of the City of Davenport, Iowa, and shall be administered under the direction of the Finance Director (the "Compliance Officer") in coordination with the City Attorney.

This written policy is intended to formally memorialize certain practices and procedures of the Issuer previously adopted or followed in connection with its issuance of Bonds. The Issuer's policy for compliance are as follows:

II. Expenditure/Use of Proceeds:

A. Expenditure of Bond proceeds will be maintained and/or coordinated with the FINANCE DIRECTOR (the "Compliance Officer") for consistency with the Bond documents, including any applicable resolutions, loan agreements, tax/arbitrage/closing certificates or other operative document (referred to collectively as "Bond Documents").

B. The Issuer has separately established procedures for preparation and review of requisitions of Bond proceeds through the accounting system of the Issuer. To such end, the Compliance Officer shall:

(i). account and record how the Bond proceeds are spent (including investment earnings and including reimbursement of expenditures made before bond issuance) and maintaining records identifying Bond-financed or refinanced assets (e.g., land, buildings, improvements, facilities, furnishings or equipment) (the "Bond-Financed Property"), including the average economic life of such Bond-Financed Property and allocation of such Bond-Financed Property to private use or other non-qualifying use.

(ii). create the required funds/accounts (and any necessary subaccounts) required by the Bond Documents (i.e. sinking funds, debt service funds, debt service reserve funds, project funds, etc.), and if such funds are not required by the applicable Bond Documents, create such funds and accounts, into which proceeds of a Bond issue will be deposited. For all construction projects, a project or construction fund shall be established to track expenditures for the projects.

(Referred to herein as the "Project Fund.") (In the event the Bond Documents require a trustee, paying agent or other entity to create and hold such funds and accounts, the Compliance Officer will monitor such funds and accounts accordingly).

(iii). review and monitor all requisitions, draw schedules, draw requests, invoices and bills for payment from the Project Fund, and determine whether such payments are appropriate and consistent with the Bond Documents and use of the Bond proceeds.

(iv). make and account for all payments from the Project Fund and any other funds created (i.e. sinking funds, debt service funds, debt service reserve funds, etc.).

C. None of the proceeds of Bonds will be used to reimburse the Issuer for costs of a capital project paid prior to the date of issuance of the Bonds unless the Issuer shall have fully complied with the provisions of Section 1.150-2 of the Treasury Regulations with respect to such reimbursed amounts, and those provisions are summarized in Exhibit 1 hereto.

D. The Compliance Officer will make a "final allocation" of Bond proceeds to uses not later than 18 months after the in-service date of the Bond-Financed Property (and in any event not later than 5 years and 60 days after the issuance of the Bonds or not later than 60 days after earlier retirement of the Bonds) in a manner consistent with allocations made to determine compliance with arbitrage yield restriction and rebate requirements.

E. Expenditure of proceeds of Bonds will be measured against the Issuer's expectation, as set forth in the Bond Documents, to proceed with due diligence to complete the capital project and fully spend the net sale and investment proceeds within three years.

F. If there are any Bond proceeds remaining other than in a reserve or debt service fund established pursuant to the Bond Documents after completion of the projects, such proceeds shall be applied in a manner consistent with the applicable Bond Documents or pursuant to advice from Bond Counsel/Special Tax Counsel.

G. In the event that Bond proceeds are to be used to make a grant to an unrelated party, a grant agreement will be reviewed prior to execution for compliance with the Code. Such agreement will be approved by the Issuer's Attorney or Bond Counsel and the Compliance Officer. The repayment of any portion of a grant by the grantee shall be treated as unspent Bond proceeds.

III. Use of Bond-Financed Property:

A. Use of Bond-Financed Property when completed and placed in service will be reviewed and continually monitored by the Compliance Officer.

B. The Compliance Officer shall monitor all private use or private payments with respect to Bond-Financed Property by nongovernmental entities and the use thereof throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the applicable Bond Documents relating to the Bonds. Private Use includes but is not limited to leases, research contracts, and use of Bond-Financed Property by a non-employee, such as third-party contracts concerning use, management or services in the Bond-Financed Property that do not meet the compensation, term and other requirements under Revenue Procedures 2017-13. Such agreements will be approved by the Issuer's Attorney and the Compliance Officer, who will be responsible for determining whether the proposed agreement (i) results in private business use of the Bond-Financed Property, and (ii) if applicable, meets the compensation, term and other requirements under Revenue Procedures 2017-13 and 2007-47 (i.e. Management/Service Contract Rules and research sponsorship agreements); all upon advice of Bond Counsel, as necessary.

C. Appropriate department/facility managers shall be advised in writing concerning restrictions on the use of the Bond proceeds and the Bond-Financed Property and instructed to consult with the Compliance Officer and the Issuer's Attorney or Bond Counsel, as appropriate, regarding private use.

D. Upon issuance of Bonds, there shall be no expectation that the Bond-Financed Property will be sold or otherwise disposed of by the Issuer during the term of the Bonds; and no item of Bond-Financed Property will be sold or transferred by the Issuer while the Bonds are outstanding without approval of the Issuer's Attorney and the Compliance Officer upon advice of Bond Counsel or advance arrangement of a "remedial action" under the applicable Treasury Regulations.

E. To the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-Financed Property will or may be violated, the Issuer will consult promptly with Issuer's Counsel/Bond Counsel/Special Tax Counsel to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a "remedial action" is necessary.

F. The Issuer acknowledges that any sale, transfer, change in use, or change in users of the Bond-Financed Property may require remedial action or resolution pursuant to the IRS Voluntary Closing Agreement Program (or "VCAP") to assist in resolving violations of the federal tax laws applicable to the Bonds.

IV. Investments:

A. The Compliance Officer shall manage and supervise the investment of Bond proceeds in compliance with the arbitrage and rebate requirements of the Code and applicable Treasury Regulations.

B. Guaranteed investment contracts ("GICs") may be purchased only in accordance with the fair market value provisions of applicable Treasury Regulations, including

bid requirements and fee limitations. Certificates of deposit may be purchased only according to the fair market value provisions of applicable Treasury Regulations. The Issuer's Counsel/Bond Counsel/Special Tax Counsel will be consulted before purchasing any other, non-marketable securities and before depositing gross proceeds in any other bank account not explicitly authorized by the Bond Documents.

C. The Compliance Officer will:

(i) Maintain a procedure for the allocation of proceeds of the Bonds and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. (See Section I Expenditure/Use of Proceeds and Section II Use of Financed Property, above).

(ii) Obtain a computation of the Bond yield for each issue of the Bonds from the Issuer's financial advisor, underwriter or other relevant third party and maintain a system for tracking investment earnings.

(iii) Coordinate with Issuer staff to monitor compliance by departments with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the Bonds, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.

(iv) Ensure that investments acquired with proceeds of the Bonds are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used. (See Section IV. B. above).

(v) Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on the Bonds without determining in advance whether such funds must be invested at a restricted yield.

(vi) Consult with Bond Counsel/Special Tax Counsel prior to engaging in any post-issuance credit enhancement transactions.

(vii) Monitor compliance of spending of Bond proceeds with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.

(viii) Prepare or cause to be prepared a spending exception report or an arbitrage rebate computation (as applicable) for the Bonds upon final expenditure of the Bond proceeds, other than a reserve fund or debt service fund (i.e. after the project is completed and Bond proceeds allocated to the projects have been spent).

(ix) Cause rebate payments, if due, to be made with Form 8038-T no later than 60 days after (i) each fifth anniversary of the date of issuance of the Bonds

and (ii) the final payment or prepayment of the Bonds. The Compliance Officer shall engage a rebate specialist to assist with its rebate obligations.

(x) Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

(xi) In the case of any issue of refunding Bonds, coordinate with the Issuer's financial advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, obtain a computation of the yield on such escrow securities and monitor compliance with applicable yield restrictions.

V. Continuing Disclosure:

The Compliance Officer shall be responsible for complying with any continuing disclosure agreements/obligations related to any Bond issue, including making required annual filings, reporting material events and coordinating with any dissemination agent.

VI. Financial & Other Non-Tax Covenants:

The Compliance Officer shall be responsible for monitoring and complying with financial and other non-tax covenants and requirements in the Bond Documents, including but not limited to covenants and requirements regarding liquidity, debt coverage, incurrence of additional indebtedness, financial reporting, transfer of property, lien restrictions and loan-to-value ratios.

VII. Record Management and Retention:

A. Management and retention of records related to Bond issues will be supervised by the Compliance Officer.

B. Records for Bonds will be retained for the life of the Bonds, plus any refunding Bonds, plus eleven years (or such longer term as may be required by the state records administrator). [Iowa Code section 372.13(5)(a)] Such records may be in the form of documents or electronic copies of documents, appropriately indexed to specific Bond issues and compliance functions.

C. Records pertaining to Bond issuance shall include a transcript of documents executed in connection with the issuance of the Bonds and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.

D. Records pertaining to expenditures of Bond proceeds and final allocation of Bond proceeds will include requests for Bond proceeds, construction contracts, purchase orders, invoices, payment records, and trustee/paying agent reports. Such documents will include documents relating to costs reimbursed with Bond proceeds.

E. Records pertaining to use of Bond-Financed Property shall include all third-party contracts concerning use of the Bond-Financed Property, including (without limitation) leases, use, management or service contracts, and research contracts.

F. Records pertaining to investments shall include records of purchase and sale of GICs, certificates of deposit and other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

G. Records shall include all documents pertaining to IRS communications regarding the Bonds, including audits and compliance questionnaires.

VIII. Overall Responsibility:

A. Overall administration and coordination of these procedures is the responsibility of the Compliance Officer.

B. The Compliance Officer shall review compliance with these procedures not less than annually.

C. The Issuer understands that failure to comply with these policies and procedures could result in the retroactive loss of the exclusion of interest on Bonds from federal gross taxable income.

D. Any violations or potential violations of federal tax requirements shall promptly be reported to the Compliance Officer, and the Issuer will engage qualified consultants and Bond Counsel to further investigate potential violations or recommend appropriate remedial actions, if necessary.

CONDUIT BOND POST ISSUANCE PROCEDURES

It is the policy of the Issuer that for any conduit bonds (the "Conduit Bonds") issued on behalf of a conduit borrower (the "Borrower") the Borrower shall be responsible for and shall establish written procedures in the applicable bond documents for the issuance of such Conduit Bonds (the "Conduit Bond Documents") to address ongoing compliance with applicable financial and tax requirements, arbitrage/rebate requirements, remedial actions and other applicable post-issuance requirements of federal tax law throughout the term of the Conduit Bonds (collectively, the "Borrower's Post Issuance Compliance Procedures").

It is the Issuer's policy that the Borrower shall be responsible for compliance with all of the following:

A. **Arbitrage Rebate and Yield Requirements**

(i) determining the likelihood of complying with an arbitrage rebate exemption;

(ii) if necessary, engaging the services of a rebate service provider;

(iii) assuring payment of required rebate amounts, if any, no later than 60 days after each 5 year anniversary of the issue date of the Conduit Bonds, and no later than 60 days after the last Conduit Bond of each issue is paid or redeemed; and

(iv) during the construction period of each capital project financed in whole or in part by Conduit Bonds, monitoring the investment and expenditure of Conduit Bond proceeds and consulting with the rebate service provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month, 18 months or 2 year spending period, as applicable, following the issue date of the Conduit Bonds.

B. **Use of Bond Proceeds and Bond-Financed or Refinanced Assets**

(i) monitoring the use of Conduit Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) (the "Conduit Bond-Financed Property") throughout the term of the Conduit Bonds to ensure compliance with covenants and restrictions set forth in the Conduit Bond Documents;

(ii) maintaining records identifying the Conduit Bond-Financed Property with proceeds of each issue of Conduit Bonds (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Conduit Bond proceeds as described below under "Record Keeping Requirements";

(iii) consulting with bond counsel and other legal counsel and advisers in the review of any change in use of Conduit Bond-Financed Property to ensure compliance with all covenants and restrictions set forth in the Conduit Bond Documents; and

(iv) to the extent that the Borrower discovers that any applicable tax restrictions regarding use of Conduit Bond proceeds and Conduit Bond-Financed Property will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

C. **Record Keeping Requirement**

(i) retaining copies of the Conduit Bond closing transcript(s) and other relevant documentation delivered to the Borrower at or in connection with closing of the issue of Conduit Bonds;

(ii) retaining copies of all material documents relating to capital expenditures financed or refinanced by Conduit Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Conduit Bond proceeds and records identifying the Conduit Bond-Financed Property, including a final allocation of Conduit Bond proceeds and the Final Completion Report filed pursuant to the Conduit Bond Documents;

(iii) retaining copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any; and

(iv) ensuring the required 8038 forms (including 8038-T forms) are filed on a timely basis.

EXHIBIT 1

REIMBURSEMENT RULES SUMMARY

Following is a general summary of the requirements relating to Bonds (or a portion thereof) that are issued to reimburse expenditures that were paid prior to the date of issuance of such Bonds.

Subject to certain exceptions set forth below, the Bond proceeds cannot be used to reimburse expenditures paid more than 60 days prior to the adoption of the declaration of official intent/reimbursement resolution by the Issuer, which must contain:

- a general functional description of the property to which the reimbursement relates or an identification of the fund or account from which the expenditure is to be paid and a general functional description of the purposes of such fund or account; and

- the maximum principal amount of tax-exempt bonds to be issued.

Reimbursement allocations must be made in writing and not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date on which the property for which the original expenditure was made is placed in service or abandoned, but in any case not more than three years after the date on which the original expenditure is paid. [Note: these time periods change for "small issuers".]

There are exceptions to the general 60-day rule described above for "de minimis" amounts (not in excess of the lesser of $100,000 or 5% of proceeds of the Bonds) and for "preliminary expenditures" (such as architectural, engineering, surveying, soil testing and similar costs and costs of issuance that are incurred prior to acquisition, construction or rehabilitation but not including land acquisition and site preparation), so long as such preliminary expenditures do not exceed 20% of the aggregate issue price.

NOTE: This is only a summary of current law as of the Date of this Policy, and special rules may also apply. Additionally, the requirements may be amended or revised from time to time. The Issuer should consult with Bond Counsel/Special Tax Counsel, as necessary.

ATTESTATION CERTIFICATE:

STATE OF IOWA
SCOTT COUNTY SS:
CITY OF DAVENPORT

I, the undersigned, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the adoption of compliance procedures with regard to the issuance of tax-exempt bonds.

WITNESS MY HAND this ____ day of November, 2025.

_____
Deputy City Clerk

City of Davenport, Iowa
Tax Compliance Policy
Relating to Tax-Exempt Bonds

Dated: November 2025

I. Purpose:

To ensure that interest on tax-exempt bonds, notes or other obligations (the "Bonds") of the City of Davenport, Iowa (the "Issuer") remains excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

This policy is adopted by the City Council of the City of Davenport, Iowa, and shall be administered under the direction of the Finance Director (the "Compliance Officer") in coordination with the City Attorney.

This written policy is intended to formally memorialize certain practices and procedures of the Issuer previously adopted or followed in connection with its issuance of Bonds. The Issuer's policy for compliance are as follows:

II. Expenditure/Use of Proceeds:

A. Expenditure of Bond proceeds will be maintained and/or coordinated with the FINANCE DIRECTOR (the "Compliance Officer") for consistency with the Bond documents, including any applicable resolutions, loan agreements, tax/arbitrage/closing certificates or other operative document (referred to collectively as "Bond Documents").

B. The Issuer has separately established procedures for preparation and review of requisitions of Bond proceeds through the accounting system of the Issuer. To such end, the Compliance Officer shall:

(i). account and record how the Bond proceeds are spent (including investment earnings and including reimbursement of expenditures made before bond issuance) and maintaining records identifying Bond-financed or refinanced assets (e.g., land, buildings, improvements, facilities, furnishings or equipment) (the "Bond-Financed Property"), including the average economic life of such Bond-Financed Property and allocation of such Bond-Financed Property to private use or other non-qualifying use.

(ii). create the required funds/accounts (and any necessary subaccounts) required by the Bond Documents (i.e. sinking funds, debt service funds, debt service reserve funds, project funds, etc.), and if such funds are not required by the applicable Bond Documents, create such funds and accounts, into which proceeds of a Bond issue will be deposited. For all construction projects, a project or construction fund shall be established to track expenditures for the projects.

(Referred to herein as the "Project Fund.") (In the event the Bond Documents require a trustee, paying agent or other entity to create and hold such funds and accounts, the Compliance Officer will monitor such funds and accounts accordingly).

(iii). review and monitor all requisitions, draw schedules, draw requests, invoices and bills for payment from the Project Fund, and determine whether such payments are appropriate and consistent with the Bond Documents and use of the Bond proceeds.

(iv). make and account for all payments from the Project Fund and any other funds created (i.e. sinking funds, debt service funds, debt service reserve funds, etc.).

C. None of the proceeds of Bonds will be used to reimburse the Issuer for costs of a capital project paid prior to the date of issuance of the Bonds unless the Issuer shall have fully complied with the provisions of Section 1.150-2 of the Treasury Regulations with respect to such reimbursed amounts, and those provisions are summarized in Exhibit 1 hereto.

D. The Compliance Officer will make a "final allocation" of Bond proceeds to uses not later than 18 months after the in-service date of the Bond-Financed Property (and in any event not later than 5 years and 60 days after the issuance of the Bonds or not later than 60 days after earlier retirement of the Bonds) in a manner consistent with allocations made to determine compliance with arbitrage yield restriction and rebate requirements.

E. Expenditure of proceeds of Bonds will be measured against the Issuer's expectation, as set forth in the Bond Documents, to proceed with due diligence to complete the capital project and fully spend the net sale and investment proceeds within three years.

F. If there are any Bond proceeds remaining other than in a reserve or debt service fund established pursuant to the Bond Documents after completion of the projects, such proceeds shall be applied in a manner consistent with the applicable Bond Documents or pursuant to advice from Bond Counsel/Special Tax Counsel.

G. In the event that Bond proceeds are to be used to make a grant to an unrelated party, a grant agreement will be reviewed prior to execution for compliance with the Code. Such agreement will be approved by the Issuer's Attorney or Bond Counsel and the Compliance Officer. The repayment of any portion of a grant by the grantee shall be treated as unspent Bond proceeds.

III. Use of Bond-Financed Property:

A. Use of Bond-Financed Property when completed and placed in service will be reviewed and continually monitored by the Compliance Officer.

B. The Compliance Officer shall monitor all private use or private payments with respect to Bond-Financed Property by nongovernmental entities and the use thereof throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the applicable Bond Documents relating to the Bonds. Private Use includes but is not limited to leases, research contracts, and use of Bond-Financed Property by a non-employee, such as third-party contracts concerning use, management or services in the Bond-Financed Property that do not meet the compensation, term and other requirements under Revenue Procedures 2017-13. Such agreements will be approved by the Issuer's Attorney and the Compliance Officer, who will be responsible for determining whether the proposed agreement (i) results in private business use of the Bond-Financed Property, and (ii) if applicable, meets the compensation, term and other requirements under Revenue Procedures 2017-13 and 2007-47 (i.e. Management/Service Contract Rules and research sponsorship agreements); all upon advice of Bond Counsel, as necessary.

C. Appropriate department/facility managers shall be advised in writing concerning restrictions on the use of the Bond proceeds and the Bond-Financed Property and instructed to consult with the Compliance Officer and the Issuer's Attorney or Bond Counsel, as appropriate, regarding private use.

D. Upon issuance of Bonds, there shall be no expectation that the Bond-Financed Property will be sold or otherwise disposed of by the Issuer during the term of the Bonds; and no item of Bond-Financed Property will be sold or transferred by the Issuer while the Bonds are outstanding without approval of the Issuer's Attorney and the Compliance Officer upon advice of Bond Counsel or advance arrangement of a "remedial action" under the applicable Treasury Regulations.

E. To the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-Financed Property will or may be violated, the Issuer will consult promptly with Issuer's Counsel/Bond Counsel/Special Tax Counsel to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a "remedial action" is necessary.

F. The Issuer acknowledges that any sale, transfer, change in use, or change in users of the Bond-Financed Property may require remedial action or resolution pursuant to the IRS Voluntary Closing Agreement Program (or "VCAP") to assist in resolving violations of the federal tax laws applicable to the Bonds.

IV. Investments:

A. The Compliance Officer shall manage and supervise the investment of Bond proceeds in compliance with the arbitrage and rebate requirements of the Code and applicable Treasury Regulations.

B. Guaranteed investment contracts ("GICs") may be purchased only in accordance with the fair market value provisions of applicable Treasury Regulations, including

bid requirements and fee limitations. Certificates of deposit may be purchased only according to the fair market value provisions of applicable Treasury Regulations. The Issuer's Counsel/Bond Counsel/Special Tax Counsel will be consulted before purchasing any other, non-marketable securities and before depositing gross proceeds in any other bank account not explicitly authorized by the Bond Documents.

C. The Compliance Officer will:

(i) Maintain a procedure for the allocation of proceeds of the Bonds and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. (See Section I Expenditure/Use of Proceeds and Section II Use of Financed Property, above).

(ii) Obtain a computation of the Bond yield for each issue of the Bonds from the Issuer's financial advisor, underwriter or other relevant third party and maintain a system for tracking investment earnings.

(iii) Coordinate with Issuer staff to monitor compliance by departments with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the Bonds, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.

(iv) Ensure that investments acquired with proceeds of the Bonds are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used. (See Section IV. B. above).

(v) Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on the Bonds without determining in advance whether such funds must be invested at a restricted yield.

(vi) Consult with Bond Counsel/Special Tax Counsel prior to engaging in any post-issuance credit enhancement transactions.

(vii) Monitor compliance of spending of Bond proceeds with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.

(viii) Prepare or cause to be prepared a spending exception report or an arbitrage rebate computation (as applicable) for the Bonds upon final expenditure of the Bond proceeds, other than a reserve fund or debt service fund (i.e. after the project is completed and Bond proceeds allocated to the projects have been spent).

(ix) Cause rebate payments, if due, to be made with Form 8038-T no later than 60 days after (i) each fifth anniversary of the date of issuance of the Bonds

and (ii) the final payment or prepayment of the Bonds. The Compliance Officer shall engage a rebate specialist to assist with its rebate obligations.

(x) Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

(xi) In the case of any issue of refunding Bonds, coordinate with the Issuer's financial advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, obtain a computation of the yield on such escrow securities and monitor compliance with applicable yield restrictions.

V. Continuing Disclosure:

The Compliance Officer shall be responsible for complying with any continuing disclosure agreements/obligations related to any Bond issue, including making required annual filings, reporting material events and coordinating with any dissemination agent.

VI. Financial & Other Non-Tax Covenants:

The Compliance Officer shall be responsible for monitoring and complying with financial and other non-tax covenants and requirements in the Bond Documents, including but not limited to covenants and requirements regarding liquidity, debt coverage, incurrence of additional indebtedness, financial reporting, transfer of property, lien restrictions and loan-to-value ratios.

VII. Record Management and Retention:

A. Management and retention of records related to Bond issues will be supervised by the Compliance Officer.

B. Records for Bonds will be retained for the life of the Bonds, plus any refunding Bonds, plus eleven years (or such longer term as may be required by the state records administrator). [Iowa Code section 372.13(5)(a)] Such records may be in the form of documents or electronic copies of documents, appropriately indexed to specific Bond issues and compliance functions.

C. Records pertaining to Bond issuance shall include a transcript of documents executed in connection with the issuance of the Bonds and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.

D. Records pertaining to expenditures of Bond proceeds and final allocation of Bond proceeds will include requests for Bond proceeds, construction contracts, purchase orders, invoices, payment records, and trustee/paying agent reports. Such documents will include documents relating to costs reimbursed with Bond proceeds.

E. Records pertaining to use of Bond-Financed Property shall include all third-party contracts concerning use of the Bond-Financed Property, including (without limitation) leases, use, management or service contracts, and research contracts.

F. Records pertaining to investments shall include records of purchase and sale of GICs, certificates of deposit and other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

G. Records shall include all documents pertaining to IRS communications regarding the Bonds, including audits and compliance questionnaires.

VIII. Overall Responsibility:

A. Overall administration and coordination of these procedures is the responsibility of the Compliance Officer.

B. The Compliance Officer shall review compliance with these procedures not less than annually.

C. The Issuer understands that failure to comply with these policies and procedures could result in the retroactive loss of the exclusion of interest on Bonds from federal gross taxable income.

D. Any violations or potential violations of federal tax requirements shall promptly be reported to the Compliance Officer, and the Issuer will engage qualified consultants and Bond Counsel to further investigate potential violations or recommend appropriate remedial actions, if necessary.

CONDUIT BOND POST ISSUANCE PROCEDURES

It is the policy of the Issuer that for any conduit bonds (the "Conduit Bonds") issued on behalf of a conduit borrower (the "Borrower") the Borrower shall be responsible for and shall establish written procedures in the applicable bond documents for the issuance of such Conduit Bonds (the "Conduit Bond Documents") to address ongoing compliance with applicable financial and tax requirements, arbitrage/rebate requirements, remedial actions and other applicable post-issuance requirements of federal tax law throughout the term of the Conduit Bonds (collectively, the "Borrower's Post Issuance Compliance Procedures").

It is the Issuer's policy that the Borrower shall be responsible for compliance with all of the following:

A. **Arbitrage Rebate and Yield Requirements**

(i) determining the likelihood of complying with an arbitrage rebate exemption;

(ii) if necessary, engaging the services of a rebate service provider;

(iii) assuring payment of required rebate amounts, if any, no later than 60 days after each 5 year anniversary of the issue date of the Conduit Bonds, and no later than 60 days after the last Conduit Bond of each issue is paid or redeemed; and

(iv) during the construction period of each capital project financed in whole or in part by Conduit Bonds, monitoring the investment and expenditure of Conduit Bond proceeds and consulting with the rebate service provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month, 18 months or 2 year spending period, as applicable, following the issue date of the Conduit Bonds.

B. **Use of Bond Proceeds and Bond-Financed or Refinanced Assets**

(i) monitoring the use of Conduit Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) (the "Conduit Bond-Financed Property") throughout the term of the Conduit Bonds to ensure compliance with covenants and restrictions set forth in the Conduit Bond Documents;

(ii) maintaining records identifying the Conduit Bond-Financed Property with proceeds of each issue of Conduit Bonds (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Conduit Bond proceeds as described below under "Record Keeping Requirements";

(iii) consulting with bond counsel and other legal counsel and advisers in the review of any change in use of Conduit Bond-Financed Property to ensure compliance with all covenants and restrictions set forth in the Conduit Bond Documents; and

(iv) to the extent that the Borrower discovers that any applicable tax restrictions regarding use of Conduit Bond proceeds and Conduit Bond-Financed Property will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

C. **Record Keeping Requirement**

(i) retaining copies of the Conduit Bond closing transcript(s) and other relevant documentation delivered to the Borrower at or in connection with closing of the issue of Conduit Bonds;

(ii) retaining copies of all material documents relating to capital expenditures financed or refinanced by Conduit Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Conduit Bond proceeds and records identifying the Conduit Bond-Financed Property, including a final allocation of Conduit Bond proceeds and the Final Completion Report filed pursuant to the Conduit Bond Documents;

(iii) retaining copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any; and

(iv) ensuring the required 8038 forms (including 8038-T forms) are filed on a timely basis.

EXHIBIT 1

REIMBURSEMENT RULES SUMMARY

Following is a general summary of the requirements relating to Bonds (or a portion thereof) that are issued to reimburse expenditures that were paid prior to the date of issuance of such Bonds.

Subject to certain exceptions set forth below, the Bond proceeds cannot be used to reimburse expenditures paid more than 60 days prior to the adoption of the declaration of official intent/reimbursement resolution by the Issuer, which must contain:

- a general functional description of the property to which the reimbursement relates or an identification of the fund or account from which the expenditure is to be paid and a general functional description of the purposes of such fund or account; and

- the maximum principal amount of tax-exempt bonds to be issued.

Reimbursement allocations must be made in writing and not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date on which the property for which the original expenditure was made is placed in service or abandoned, but in any case not more than three years after the date on which the original expenditure is paid. [Note: these time periods change for "small issuers".]

There are exceptions to the general 60-day rule described above for "de minimis" amounts (not in excess of the lesser of $100,000 or 5% of proceeds of the Bonds) and for "preliminary expenditures" (such as architectural, engineering, surveying, soil testing and similar costs and costs of issuance that are incurred prior to acquisition, construction or rehabilitation but not including land acquisition and site preparation), so long as such preliminary expenditures do not exceed 20% of the aggregate issue price.

NOTE: This is only a summary of current law as of the Date of this Policy, and special rules may also apply. Additionally, the requirements may be amended or revised from time to time. The Issuer should consult with Bond Counsel/Special Tax Counsel, as necessary.

City of Davenport

Department: Legal **Action / Date**
Contact Info: Sam Huff | 563-326-7761 | **11/19/2025**

Subject:
Resolution approving the Agreement and Release from the Estate of James W. Victor. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
James W. Victor, deceased, named the City of Davenport in a Last Will and Testament to receive a distribution of his estate to fund, build, and/or support a new fountain within the city. Stakeholders met several times but were unable to reach a mutually acceptable vision to meet this purpose.

In lieu of a gift/bequest to the City of Davenport, the Estate wishes to make a charitable gift to the Figge Art Museum. The Victor Estate and Figge Art Museum entered into a Charitable Gift Agreement on August 20, 2025, said Agreement being subject to the Agreement's approval by the City of Davenport and the Scott County District Court where the Estate is pending.

This agreement provides the necessary approval from the City of Davenport to divest from the named distribution and releases the Victor Estate from any obligation to pay a gift to the City.

Attachments:
1. Resolution
2. Agreement and Release (City of Davenport)
3. Charitable Gift Agreement (Figge)

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the Agreement and Release from the Estate of James W. Victor.

WHEREAS, the Last Will and Testament of James W. Victor has been admitted to probate in the Scott County District Court on August 3, 2018; and

WHEREAS, ARTICLE IX K. of said Last Will and Testament provided that all the rest, residue and remainder of my estate…is to be distributed as follows: "K. Five percent (5%) to fund, build and/or support a new fountain within the City of Davenport, the project to be selected and managed by the Quad City Arts and Davenport Parks Department."; and

WHEREAS, having enlisted Kyle Carter, Executive Director, Downtown Davenport Partnership, and Marion Meginnis, City of Davenport Third Ward Alderman, for support and guidance, and after many months of meetings at various physical locations within the City of Davenport, Thomas C. Victor, Quad City Arts, and Davenport Parks and Recreation Department were unable to reach a mutually acceptable vision of a new fountain within the City of Davenport; and

WHEREAS, the Estate wishes to make a charitable gift to the Figge Art Museum for the use and benefit of the Figge Art Museum in lieu of a gift/bequest to Davenport; and

WHEREAS, the Figge Art Museum desires to accept such gift, subject to the terms and conditions set forth in that Charitable Gift Agreement between the Estate and Figge Art Museum; and

WHEREAS, the Estate and Figge Art Museum entered into a Charitable Gift Agreement on August 20, 2025, said Agreement being subject to the Agreement's approval by the City of Davenport and the Scott County District Court where the Estate is pending.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Agreement and Release from the Estate of James W. Victor is hereby approved.

Passed and approved this 25th day of November, 2025.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE ("Agreement") is made and entered into this _____ day of _____, 2025, by and between Thomas C. Victor, Executor of the Estate of James W. Victor, deceased, the Executor of an Estate pending in Scott County District Court, Davenport, Iowa, 52801 (the "Estate") and the City of Davenport, a municipality located within the State of Iowa and the City of Davenport Department of Parks and Recreation, collectively, referred to as ("Davenport");

RECITALS

WHEREAS, the Last Will and Testament of James W. Victor has been admitted to probate in the Scott County District Court on August 3, 2018;

WHEREAS, Thomas C. Victor was appointed as Executor of the Estate of James W. Victor on August 3, 2018;

WHEREAS, ARTICLE IX K. of said Last Will and Testament provided that all the rest, residue and remainder of my estate…is to be distributed as follows: "*K. Five percent (5%) to fund, build and/or support a new fountain within the City of Davenport, the project to be selected and managed by the Quad City Arts and Davenport Parks Department*."

WHEREAS, having enlisted Kyle Carter, Executive Director, Downtown Davenport Partnership, and Marion Meginnis, City of Davenport Third Ward Alderman, for support and guidance and after many months of meetings at various physical locations within the City of Davenport, Thomas C. Victor, Quad City Arts and Davenport Parks and Recreation Department were unable to reach a mutually acceptable vision of a new fountain within the City of Davenport;

WHEREAS, Thomas C. Victor as Executor has explored various options for the ARTICLE IX K. charitable gift;

WHEREAS, after sixteen months of meetings, Thomas C. Victor and Figge Art Museum reached an agreement with respect to a charitable gift from the Estate to the Figge in lieu of a gift/bequest to Davenport;

WHEREAS, the Estate wishes to make a charitable gift to Figge Art Museum for the use and benefit of Figge Art Museum in lieu of a gift/bequest to Davenport;

WHEREAS, Figge Art Museum desires to accept such gift, subject to the terms and conditions set forth in that Charitable Gift Agreement between the Estate and Figge Art Museum; and

WHEREAS, the Estate and Figge Art Museum entered into a Charitable Gift Agreement on August 20, 2025, said Agreement being subject to the Agreement's approval by the City of Davenport and the Scott County District Court where the Estate is pending;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED.** The parties agree and acknowledge that the above recitals are part of the covenants and terms of this Agreement. As such, the above Recitals, including all representations contained therein, are specifically incorporated into this Agreement.

2. **THE WILL.** Davenport acknowledges that ARTICLE IX K. of said Last Will and Testament of James W. Victor provided that all the rest, residue and remainder of my estate…is to be distributed as follows: "*K. Five percent (5%) to fund, build and/or support a new fountain within the City of Davenport, the project to be selected and managed by the Quad City Arts and Davenport Parks Department*."

3. **MEETINGS AND DISCUSSIONS.** Davenport further acknowledges that numerous meetings and discussions which included Executor Thomas C. Victor, Davenport Parks and Recreation Director Chad Dyson, Quad City Arts Director Kevin Maynard, Third Ward Alderman Marion McGinnis and Downtown Business Partnership Executive Director Kyle Carter took place.

4. **UNABLE TO REACH A MUTUALLY ACCEPTABLE VISION.** Davenport further acknowledges that after numerous meetings, Thomas C. Victor, Quad City Arts and Davenport Parks and Recreation Department were unable to reach a mutually acceptable vision of a new fountain within the City of Davenport.

5. **OPTIONS.** As a result of the failed meetings, Executor Thomas C. Victor explored various options for the ARTICLE IX K. charitable gift in lieu of the stated gift/bequest to Davenport.

6. **CHARITABLE GIFT AGREEMENT EXECUTED.** The Estate and Figge Art Museum have executed the attached Exhibit 1 which is a Charitable Gift Agreement on

August 20, 2025. This Charitable Gift Agreement leaves to Figge Art Museum what would have been a gift/bequest to Davenport under decedent's will.

7. **FIGGE ART MUSEUM IS THE SUCCESSOR TO CITY OF DAVENPORT OWNED DAVENPORT ART MUSEUM.** Davenport acknowledges that Figge Art Museum is the successor to the City of Davenport owned Davenport Art Museum which began as the Davenport Municipal Art Gallery in 1925.

8. **APPROVAL OF THE AGREEMENT BETWEEN THE ESTATE AND FIGGE ART MUSEUM BY DAVENPORT.** The Estate is requesting Davenport to approve the gift/bequest of monies from the Estate to the Figge Art Museum in lieu of a gift/bequest under the decedent's will to the City of Davenport Department of Parks and Recreation. By execution of this Agreement, Davenport hereby approves and agrees to the terms of attached Exhibit 1, Charitable Gift Agreement, between the Estate and Figge Art Museum, in lieu of a gift/bequest from the Estate to City of Davenport Parks and Recreation as provided under Article IX K. of the Last Will and Testament of James W. Victor, deceased.

9. **RELEASE BY CITY OF DAVENPORT AND THE CITY OF DAVENPORT DEPARTMENT OF PARKS AND RECREATION.** The City of Davenport and the City of Davenport Department of Parks and Recreation irrevocably and unconditionally release and forever discharge the Estate of James W. Victor, deceased, Thomas C. Victor, as Executor and as an individual, Gene H. Snapp, Jr., Attorney for the Executor and as an individual, Figge Art Museum, all employees of Figge Art Museum and the Board of Trustees of Figge Art Museum, and any and all of their respective affiliates, predecessors, successors, assigns, heirs, trusts, trustees and related parties and any or all of their respective employees, agents, partners, insurers, members, managers, attorneys, and representatives, and all persons acting by, through, or in concert with, any of them of and from any and all claims, (including but not limited to damages, expenses, attorneys' fees and costs), liabilities, indebtedness or other causes of action of any nature whatsoever, in law or in equity, which any of the releasing parties ever had or now has, in existence as of the date of this Agreement, including, but not limited to, any and all demands, claims, obligations, indebtedness, costs, expenses, fees, or other causes of action, occurring or arising on or before the date of this Agreement and relating to or against the following (hereinafter collectively referred to as "Obligations"):

a) Estate of James W. Victor, deceased;
b) Thomas C. Victor, as Executor and as an individual;
c) Gene H. Snapp, Jr., as Attorney for the Executor and as an individual;
d) Figge Art Museum;
e) Employees of Figge Art Museum;
f) Board of Trustees of Figge Art Museum;
g) The conduct of any kind by and among the Estate of James W. Victor, deceased, Thomas C. Victor, as Executor and as an individual, Gene H. Snapp, Jr., as Attorney for the Executor and as an individual, Figge Art Museum, employees of Figge Art Museum and Trustees of Figge Art Museum and Davenport;
h) Any wills, contracts, written or oral, or any supposed liability or thing undertaken, done or omitted to be done, or any transaction by the Estate of James W. Victor, deceased, Thomas C. Victor, as Executor and as an individual, Gene H. Snapp, Jr., as Attorney for the Executor and as an individual, Figge Art Museum, employees of Figge Art Museum and Trustees of Figge Art Museum and Davenport;
i) Any and all issues, disputes and controversies which could be involved, raised, plead or related to potential litigation;
j) The gift/bequest under Article IX K. to the Figge Art Museum in lieu of a gift/bequest to the City of Davenport and City of Davenport Department of Parks and Recreation; and
k) Any other local, state or federal law, order regulation or ordinance.

It is expressly understood by Davenport that the execution of this Agreement and fulfilment of the promises and covenants set forth herein, constitutes and is a complete and final release of the Estate of James W. Victor, deceased, Thomas C. Victor, as Executor and as an individual, Gene H. Snapp, Jr., as Attorney for the Executor and as an individual, Figge Art Museum, employees of Figge Art Museum and Trustees of Figge Art Museum from any and all demands, claims, obligations, indebtedness, costs, expenses, fees, or causes of action of any nature whatsoever arising out of the Obligations, including any unknown or unanticipated damages which may arise in the future.

10. **WAIVER AND BAR OF CLAIMS.** Upon the execution of this Agreement and the entry of an Order by the Iowa District Court in the administration of the Estate of James W. Victor, deceased, approving this Agreement and Release and approving the Charitable Gift Agreement, the City of Davenport and Davenport's

Department of Parks and Recreation shall have no claims against the Estate of James W. Victor, deceased, Thomas C. Victor, as Executor and as an individual, Gene H. Snapp, Jr., attorney for the Executor and as an individual, Figge Art Museum, Employees of Figge Art Museum and the Board of Trustees of Figge Art Museum.

11. **RELEASE BY THE ESTATE OF JAMES W. VICTOR, DECEASED AND THOMAS C. VICTOR, EXECUTOR OF THE ESTATE OF JAMES W. VICTOR, DECEASED.** The Estate of James W. Victor, deceased, and Thomas C. Victor, Executor of the Estate of James W. Victor, irrevocably and unconditionally release and forever discharge the City of Davenport and the City of Davenport Department of Parks and Recreation, and any and all of their respective affiliates, predecessors, successors, assigns, heirs, trusts, trustees and related parties and any or all of their respective employees, agents, partners, insurers, members, managers, attorneys, and representatives, and all persons acting by, through, or in concert with, any of them of and from any and all claims, (including but not limited to damages, expenses, attorneys' fees and costs), liabilities, indebtedness or other causes of action of any nature whatsoever, in law or in equity, which any of the releasing parties ever had or now has, in existence as of the date of this Agreement, including, but not limited to, any and all demands, claims, obligations, indebtedness, costs, expenses, fees, or other causes of action, occurring or arising on or before the date of this Agreement and relating to or against the following (hereinafter collectively referred to as "Obligations"):

    a) City of Davenport;
    b) City of Davenport Department of Parks and Recreation;
    c) The conduct of any kind by and among the City of Davenport, the City of Davenport Department of Parks and Recreation and the Estate of James W. Victor, deceased, and Thomas C. Victor, Executor of the Estate of James W. Victor, deceased;
    d) Any wills, contracts, written or oral, or any supposed liability or thing undertaken, done or omitted to be done, or any transaction by the City of Davenport and the City of Davenport Department of Parks and Recreation and the Estate of James W. Victor, deceased, and Thomas C. Victor, as Executor;
    e) Any and all issues, disputes and controversies which could be involved, raised, plead or related to potential litigation;

f) The gift/bequest under Article IX K. to the Figge Art Museum in lieu of a gift/bequest to the City of Davenport and City of Davenport Department of Parks and Recreation; and
g) Any other local, state or federal law, order regulation or ordinance.

It is expressly understood by the Estate that the execution of this Agreement and fulfilment of the promises and covenants set forth herein, constitutes and is a complete and final release of the City of Davenport and the City of Davenport Department of Parks and Recreation from any and all demands, claims, obligations, indebtedness, costs, expenses, fees, or causes of action of any nature whatsoever arising out of the Obligations, including any unknown or unanticipated damages which may arise in the future.

12. **WAIVER AND BAR OF CLAIMS.** Upon the execution of this Agreement and the entry of an Order by the Iowa District Court in the administration of the Estate of James W. Victor, deceased, approving this Agreement and Release and approving the Charitable Gift Agreement, the Estate of James W. Victor, deceased, and Thomas C. Victor, Executor of the Estate of James W. Victor, deceased, shall have no claims against the City of Davenport and City of Davenport Department of Parks and Recreation.

13. **EFFECTIVE DATE.** Davenport acknowledges that this Agreement and the Charitable Gift Agreement shall not become effective until this Agreement and the Charitable Gift Agreement are approved by the Scott County District Court where the Estate of James W. Victor, deceased, is pending.

14. **FURTHER ASSURANCES.** Any time, and from time to time, whether at or after the execution of this Agreement, each party shall execute such additional instruments or documents and take such action as may be reasonably requested by one or more of the parties or as are necessary or required to fulfill and perform the terms and conditions by this Agreement.

15. **ABSENCE OF DURESS.** This Agreement and the documents to be executed pursuant to its provisions have been executed by the parties in good faith and voluntarily, with benefit of legal counsel, without any fraud, misrepresentation, duress or undue influence whatsoever or misunderstanding by any of the parties.

16. **COSTS AND FEES.** In the event legal action is commenced by reason of a default or breach of this Agreement and the breach shall be established, the prevailing party shall collect from the other party, all costs and expenses incurred therefore including reasonable attorney's fees.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the parties and no other representations or statements shall be binding upon the parties, nor shall this Agreement be amended, altered or modified, except by written agreement signed by the parties herein.

18. **IOWA LAW; SEVERABILITY.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. If any provision of this Agreement or the application of any provision to persons or circumstances shall be held invalid, the remainder of this Agreement of the application of the provision to persons or circumstances other than those which are held invalid, shall not be effected thereby and shall continue to be binding and are in full force and effect. ANY ACTION RELATING TO OR ARISING OUT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED IN THE STATE COURTS SITUATED IN SCOTT COUNTY, IOWA AND NO OTHER. IN ACCORDANCE HEREWITH THOMAS C. VICTOR HEREBY SUBMITS TO THE JURISDICTION AND VENUE OF THE STATE COURTS SITUATED WITHIN SCOTT COUNTY, IOWA.

19. **AUTHORITY.** Thomas C. Victor and Davenport have the requisite power and authority to execute and deliver this Agreement and any and all documents to be executed pursuant to this Agreement. The execution and delivery by Thomas C. Victor and Davenport of this Agreement and any and all documents to be executed pursuant to its provisions and the consummation of the transactions contemplated hereby and thereby do not require any consent, waiver, approval, exemption, authorization or any other action of any other person or entity.

20. **CAPTION HEADINGS.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

21. **NO ADMISSION OF LIABILITY.** This Agreement is being executed by the Estate and Davenport, for the sole purpose of avoiding the risk and expense of litigation and is a resolution of doubtful and disputed claims between the Estate

and Davenport. Nothing contained in this Agreement is to be considered as an admission of liability by any party, which liability each signatory to this Agreement continues to deny.

22. **HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be applicable to and binding upon the heirs, successors and assigns of the parties hereto.

23. **SIGNATURE IN COUNTERPARTS.** This Agreement may be executed in any number or counterparts and execution and transmission by facsimile or e-mail of a photocopy, a facsimile copy, or PDF of this Agreement shall have the same force and effect as execution and hand delivery of the original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in their name and on their behalf on the date appearing above.

ACCEPTED AND AGREED TO:

ESTATE OF JAMES W. VICTOR, deceased	CITY OF DAVENPORT
By: _____	By: _____
Thomas C. Victor, Executor	Name:
	Title:

Docusign Envelope ID: 843EEC11-2EB9-4DF1-94E6-E147A4F8896C

CHARITABLE GIFT AGREEMENT

THIS CHARITABLE GIFT AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2025, by and between Thomas C. Victor, Executor of the Estate of James W. Victor, deceased, the Executor of an Estate pending in Scott County District Court, Davenport, Iowa, 52801 ("Donor") and Figge Art Museum, a corporation organized under the Iowa Nonprofit Corporation Act with its principal place of art museum activities at 225 W. 2nd St., Davenport, Iowa, 52801;

RECITALS

WHEREAS, the Last Will and Testament of James W. Victor has been admitted to probate in the Scott County District Court on August 3, 2018;

WHEREAS, Thomas C. Victor was appointed as Executor of the Estate of James W. Victor on August 3, 2018;

WHEREAS, ARTICLE IX K. of said Last Will and Testament provided that all the rest, residue and remainder of my estate...is to be distributed as follows: "*K. Five percent (5%) to fund, build and/or support a new fountain within the City of Davenport, the project to be selected and managed by the Quad City Arts and Davenport Parks Department.*"

WHEREAS, having enlisted Kyle Carter, Executive Director, Downtown Davenport Partnership, for support and guidance and after many months of meetings at various physical locations within the City of Davenport, Thomas C. Victor, Quad City Arts and Davenport Parks Department were unable to reach a mutually acceptable vision of a new fountain within the City of Davenport;

WHEREAS, Thomas C. Victor has explored various options for the ARTICLE IX K. charitable gift;

WHEREAS, after seventeen months of meetings, Thomas C. Victor and Figge Art Museum have reached an agreement with respect to the charitable gift;

WHEREAS, Donor wishes to make a charitable gift to Figge Art Museum for the use and benefit of Figge Art Museum as set forth in this Agreement; and

Whereas, Figge Art Museum desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

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NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

GIFT

1.1 Gift. Donor has approximately $1,000,000.00 ("the Gift") in a separate account number [redacted]7-185 held by Morgan Stanley which is invested in a money market fund that Donor wishes to gift to Figge Art Museum in its entirety.

1.2 Payment of Gift. Upon approval of the parties by execution of this agreement together with the approval of the Scott County District Court where the Estate of James W. Victor is pending, the City of Davenport, and the Quad City Arts, Donor will pay the entire amount in Morgan Stanley account number [redacted]7-185 to Figge Art Museum. The gift may be paid by Donor to Figge Art Museum via check, electronic funds transfer, other securities, or methods acceptable to Donor and Figge Art Museum.

1.3 Use of the Gift. The Gift shall be used for the following purchases, maintenance and upkeep of the purchased art, the endowment fund and the public party to unveil the purchased art:

1.3.1 Art Purchase 1. Figge Art Museum shall purchase through Pace Gallery teamLab's **"Universe of Water Particles"** (2013) No. 58607 for approximately $200,000 plus equipment costs of $30,000-$35,000. This piece shall be initially placed in the Wintergarden with a view of the Mississippi River as per the photo provided Donor which is attached hereto as "Exhibit A". There shall be no sound purchased in connection with this Art Purchase.

1.3.2 Art Purchase 2. Figge Art Museum shall purchase through Pace Gallery teamLab's **"Proliferating Immense Life- Dawn and Dusk, a Whole Year per Year"** (2023) No. 85571 for approximately $400,000 plus equipment costs of $85,000 - $90,000. This piece shall be initially placed in the Quad City Bank & Trust Lobby on the North wall between the main entrance and the gift shop entrance. See attached "Exhibit B". Sound by Hideaki Takahashi and music equipment shall be included in the purchase of the art display. The Gift may be used to

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purchase furniture to be placed around the displayed art in the Quad City Bank & Trust Lobby, or as moved from time to time consistent with the Figge Art Museum's exhibition schedule.

1.3.3 Cost of Two Pieces of teamLab Art. The cost of the two pieces of team Lab art charged by Pace Gallery after discount is $560,000 ($200,000 plus $400,000 less $60,000 discount). See attached "Exhibit C".

1.3.4 Maintenance and Upkeep of Purchased Art. A fund of $113,000 shall be established for the maintenance and upkeep of the two pieces of purchased art in 1.3.1 and 1.3.2 above. If at any time in the future, these funds are no longer necessary for maintenance and upkeep of purchased art, these funds may be used to purchase additional art (with a water theme if possible) with maintenance and upkeep of the newly purchased art provided for and with any excess deposited to the James W. Victor Endowed Fund

1.3.5 Endowed Fund. Any monies of the remaining Gift shall become the "James W. Victor Endowed Fund." The Fund shall be maintained for the purpose of assisting with Figge Art Museum's educational mission to provide educational experiences which connect our community to art, history, and culture. Drawings from the endowed fund will be made quarterly, based on the average asset balance over the last 3 years multiplied by a spending rate approved by the Board of Trustees, currently 5%.

1.3.6 Figge Art Museum Shall Acknowledge Donor. In consideration for the Gift, Figge Art Museum agrees to acknowledge the Donor by placing an acknowledgement in an artwork label near each piece of teamLab art. The acknowledgement of the Donor shall be spaced separately on the artwork label for each piece of art. In addition, memorial language (written and oral) and a photograph of the Donor shall be included as part of the Figge Art Museum's mobile audio tour, with access points provided on the artwork label and through the Figge Art Museum's website.

1.3.7 Future Sale or Exchange of Purchased Art. In the unlikely event that, at some future time, it becomes impossible for the purchased art to serve the specific purpose for which it was purchased, either or both of said purchased art pieces discussed in 1.3.1 and 1.3.2 above may be sold or exchanged. Proceeds from the sale may be expended to purchase other art pieces which may have a water theme whenever possible. Any funds which remain after investing in other art pieces

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shall be added to a Maintenance and Upkeep Fund for the newly acquired art piece(s) with any excess added to the James W. Victor Endowed Fund.

1.3.8 Figge Art Museum Unveiling of the Newly Donated Art Purchases. Figge Art Museum will host a cocktail party with hors d'oeuvres by invitation only on September 17, 2025, to unveil the teamLab purchased art acquired from the Gift. Additionally, the Figge Art Museum shall host a public celebration for the unveiling of the purchased art at a mutually agreeable date and time. All costs of the cocktail party and public celebration for the unveiling of the purchased art shall be paid for from the Gift.

ARTICLE II

MISCELLANEOUS

2.1 Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. All exhibits hereto are hereby incorporated into and made a part of this Agreement.

2.2 Amendments. No amendment, waiver, change, or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties or by their duly authorized agents. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

2.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and shall be deemed to have been entered into and performable in part in Davenport, Scott County, Iowa.

2.4 Assignment. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

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2.5 Email/Facsimile Transmission; Counterparts. Signatures on this Agreement may be transmitted by email or facsimile transmission and shall be binding upon the parties transmitting the same by email or facsimile transmission. If executed in counterpart(s), the Agreement shall be effective as if simultaneously executed.

2.6 Effective Date. Figge Art Museum acknowledges that this Agreement shall not become effective until this Agreement is approved by the Scott County District Court where the Estate of James W. Victor, deceased is pending, is approved by the City of Davenport, and is approved by Quad City Arts.

ACCEPTED AND AGREED TO:

ESTATE OF JAMES W. VICTOR, deceased

By: DocuSigned by: THOMAS C VICTOR 0EB1825A88E443B...
Thomas C. Victor, Executor

FIGGE ART MUSEUM

By: Signed by: Melissa Mohr 93E6AC8A0E50423...
Name: Melissa Mohr
Title: Executive Director & CEO

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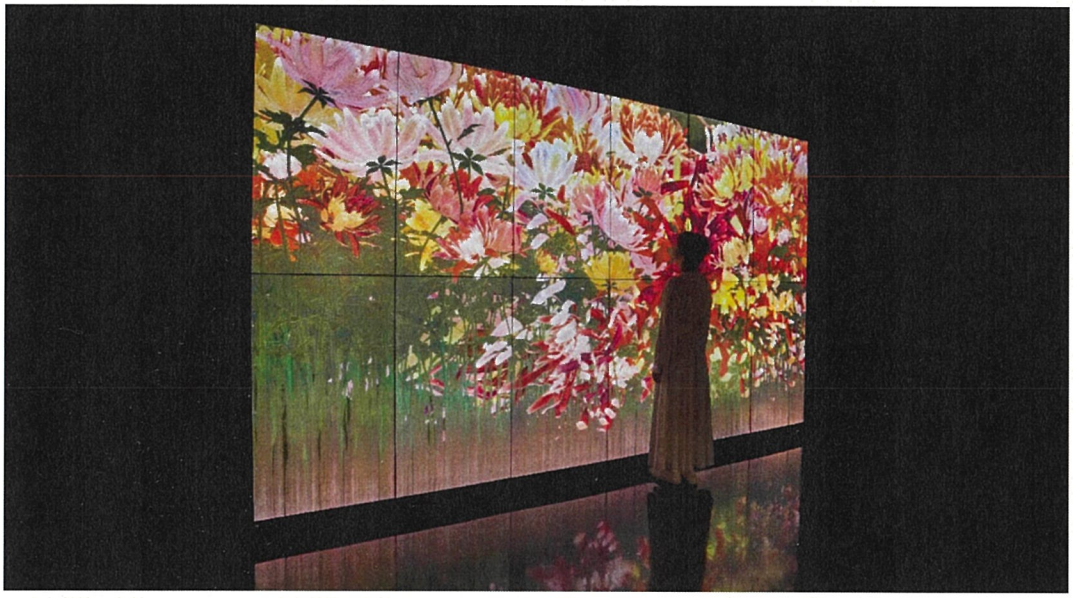
Exhibit A



Docusign Envelope ID: 843EEC11-2EB9-4DF1-94E6-E147A4F8896C

Exhibit B

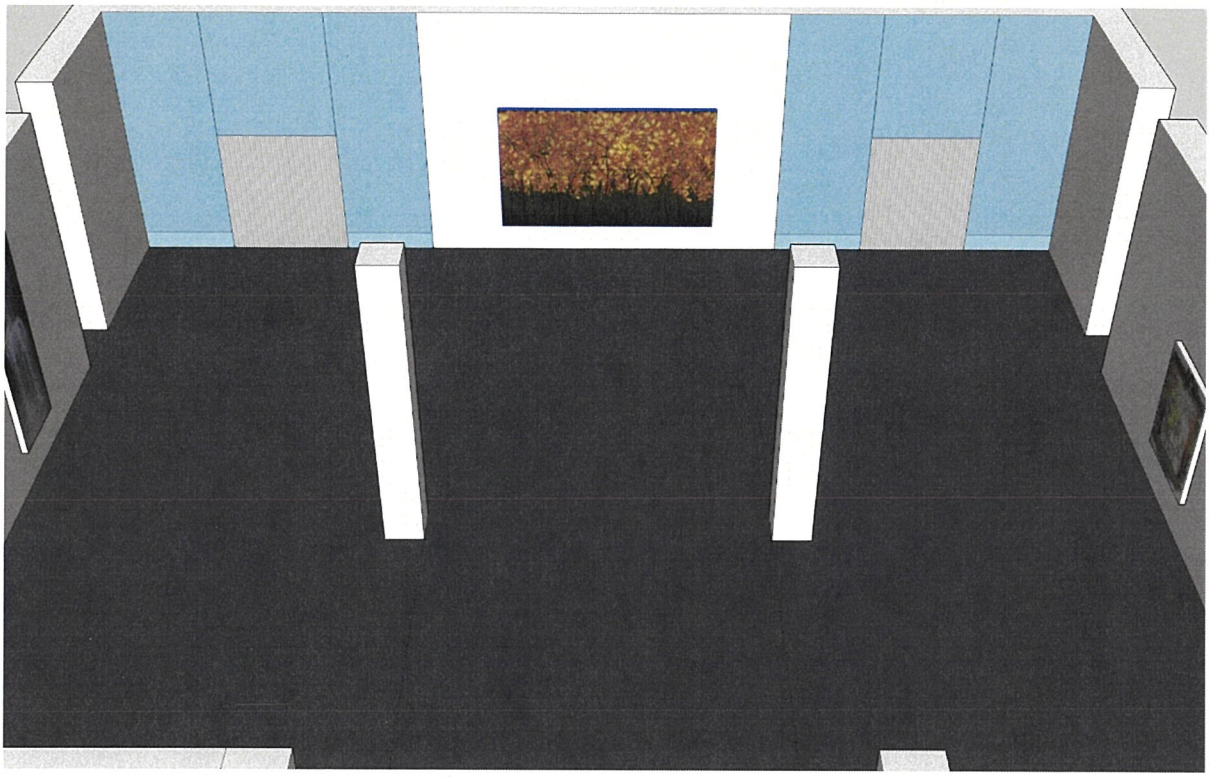
teamLab
founded, 2001 by Toshiyuki Inoko
Proliferating Immense Life- Dawn and Dusk, A Whole Year per Year, 2023
interactive digital installation
8' × 13' 6" (243.8 cm × 411.5 cm), overall installed, [12] 55" monitors, 2 rows of 6 screens
Sound: Hideaki Takahashi
Edition of 6 + 2 APs
No. 85571
Video Link
Price: USD 400,000 (+ equipment costs of USD 88,000)





Docusign Envelope ID: 843EEC11-2EB9-4DF1-94E6-E147A4F8896C

Installation mock-up:



Mock-up of *Proliferating Immense Life- Dawn and Dusk, A Whole Year per Year* in the Quad City Bank and Trust Grand Lobby on the North wall between the main entrance and the gift shop.

Description of *Proliferating Immense Life- Dawn and Dusk, A Whole Year per Year* provided by teamLab:
The world of the artwork changes with the real flow of time of its location. The artwork grows brighter as the sun rises and darker when the sun sets, and the flowers change with the seasons.
The flowers are influenced by the actions of people, increasing in number as they grow, bloom, and scatter repeatedly. When people stand close to the flowers, the petals scatter and fall away.

The real time in which the viewer exists, the time of the city, and the time of the continuous life of the flowers, all of these different times intersect and overlap, while the viewer's body, the city, and the world of the artwork remain connected. The artwork space is an overlap of different times and space.

The space of the artwork is created with what teamLab refers to as Ultrasubjective Space. In contrast to spaces that are created through, or in other words cut out by, lenses and perspective, Ultrasubjective Space does not fix the viewer's viewpoint and in turn frees the body. The wall that the flowers are seen on does not become a boundary between the viewer and the artwork, and the artwork space is continuous with the space of the viewer's body.

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Exhibit C

PACE

Figge Art Museum
225 West Second Street
Davenport, Iowa, 52801

The Pace Gallery LLC
2025-04-09
PFNY10416
PROFORMA INVOICE

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teamLab
Universe of Water Particles, 2013
digital work, 5 channels
Continuous Loop
11' 3/16" × 47-13/16" (335.8 cm × 121.4 cm) overall installed, [5] 55" monitors
Edition AP1 from an Edition of 6 + 1 AP
DIGITAL WORK
No. 58607.AP1



teamLab
Proliferating Immense Life- Dawn and Dusk, A Whole Year per Year, 2023
interactive digital installation
8' × 13' 6" (243.8 cm × 411.5 cm), overall installed, [12] 55" monitors
2 rows of 6 screens
Sound: Hideaki Takahashi
Edition 3 from an Edition of 6 + 2 APs
DIGITAL WORK
No. 85571.03



Retail Price	USD	600,000.00
Less Discount	USD	60,000.00
Sold for Price	USD	540,000.00
US Sales Tax Not Applicable - 0.000%		
Total Due	**USD**	**540,000.00**

Terms: Payment in full is due on or before November 30, 2025.

The Selling Price listed above excludes equipment costs; the purchaser is responsible to source and buy equipment. The official client package includes the hard drive with the artwork software data, a dedicated USB License Key issued by teamLab , an installation manual, and a Certificate of Authenticity packed in a small wooden box.

Ship to:
Figge Art Museum
225 West Second Street
Davenport, Iowa, 52801

Docusign Envelope ID: 843EEC11-2EB9-4DF1-94E6-E147A4F8896C

PACE

Figge Art Museum
225 West Second Street
Davenport, Iowa, 52801

The Pace Gallery LLC
2025-04-09
PFNY10416
PROFORMA INVOICE

Payment by wire transfer to JPMorgan Chase Bank, 270 Park Avenue, New York, NY 10017, ABA #021000021, SWIFT Code CHASUS33, Account # [redacted] for credit to The Pace Gallery LLC.
INVOICE NUMBER AND INVOICE DATE SHOULD ACCOMPANY TRANSFER
Purchaser is responsible for insurance upon receipt of work of art.
Pace is responsible for all shipping, crating, packing, selection of carrier (and storage of the work of art if required); legal possession of the work shall be transferred at the purchaser's address above. Purchaser shall reimburse Pace for all such costs and expenses.
Title to works of art shall not be transferred until payment is completed.
This artwork is accompanied by a 10-year warranty that commences on the invoice date listed above.

PAYMENT BY CHECK:

Make check payable to The Pace Gallery LLC and mail to:
Please note teamLab 58607.AP1 *on memo*

The Pace Gallery, attn. Bailey Carter
540 West 25th Street
New York, NY 10001

PAYMENT BY WIRE TRANSFER:

For international and domestic transfers:

JP Morgan Chase Bank
New York, NY 10017
ABA #021000021
Swift Code #CHASUS33
Account # [redacted]

Please credit to The Pace Gallery LLC
Please note teamLab 58607.AP1 *on memo*

If you have any questions please call Bailey Carter, Assistant to Ben Strauss-Malcolm:

The Pace Gallery LLC
540 West 25th Street
New York, NY 10001
Office: +1 (212) 421-3292
Cell: +1 (407) 575-3430

Docusign Envelope ID: 843EEC11-2EB9-4DF1-94E6-E147A4F8896C

PACE

Figge Art Museum
225 West Second Street
Davenport, Iowa, 52801

The Pace Gallery LLC
2025-04-09
PFNY10416
PROFORMA INVOICE

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1. The Artwork is authorized for presentation in only one location per the certificate.
2. The data for the Artwork is authorized for transfer to only one computer drive or one set of computer drives for displaying the Artwork. The transfer of the data for the Artwork to any other computer or data storing device is prohibited.
3. The dedicated USB License Key issued by teamLab and included with this document is required to run the Artwork. In case the USB License Key is damaged, teamLab will replace the Key for a new one when the damaged Key is returned to teamLab. The USB License Key will never be reissued under any other circumstances including the loss of the device nor backup purposes.
4. The Certificate of Authenticity, the original hard drive and the USB License Key are the proof of ownership of the Artwork. This Certificate of Authenticity and the USB License Key must accompany the Artwork through all transfers of ownership. In the event of the sales or transfer of ownership of the Artwork, the transferor must pass the present Certificate of Authenticity, the original hard drive, the USB License Key and the related documents over to the transferee (the "New Owner"). At the same time, the transferor must delete all the data for the Artwork from any computer or data storing devices. Ownership of the Artwork may not be transferred unless the New Owner agrees to be bound by these Terms and Conditions. If a transferor of ownership does not conform to the requirements described herein, teamLab shall not recognize the transfer, the Artwork shall become inauthentic, and this Certificate of Authenticity shall be null and void.
5. In the event of loss or damage to the data for the Artwork stored in the original hard drive, and/or upgrading the Artwork data becomes necessary due to the computer's future OS compatibility, teamLab will repair or exchange the data for the Artwork within the Warranty Period indicated on recto of this document. For a repair of exchange, the Owner must return the original hard drive and evidence of possession of this Certificate of Authenticity (satisfactory to teamLab acting in its sole discretion) to teamLab. The shipping charge and cost of replacing the hardware shall be the responsibility of the Owner. The warranty by teamLab applied to the Artwork data only and is excluded for loss or damage to the hardware
6. The copyright of the Artwork remains with teamLab. Any reproductions or public display of the Artwork, in part or whole, require the advance, written authorization of teamLab.

City of Davenport

Department: Legal **Action / Date**
Contact Info: Sam Huff | 563-326-7761 | **11/19/2025**

Subject:
Resolution setting a Public Hearing on the proposed conveyance of City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
This property was originally used by the Davenport Fire Department as Hose Station #4, but has been leased to the Petitioner, Davenport Fire Antique and Restoration Society, for use as the International Fire Museum for over 40 years.

The Society is a non-profit organization and, through planned fund-raising, lending, and volunteer efforts, would like to make several improvements to the structure and property including, but not limited to, tuck pointing, painting, refinishing floors on first and second levels, updating windows, and concrete work. In order to effectively complete the improvements, they have asked to become the owners of this historic building. As they have diligently operated the facility for several decades, the City has tentatively entered into a purchase agreement to transfer the property for $1 in recognition of the community partnership and desire for the museum to continue to operate in the historic Village of East Davenport.

Adoption of this Resolution will set the Public Hearing for December 3, 2025, at the Committee of the Whole meeting beginning at 5:30 pm in Council Chambers at Davenport City Hall, 226 West 4th Street.

Attachments:
1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION setting a Public Hearing on the proposed conveyance of City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner.

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

a 70' x 100' tract in Lindsay Park Addition to the City of Davenport, Scott County, Iowa; and

WHEREAS, the City of Davenport wishes to convey the property to the Petitioner, Davenport Fire Antiques and Restoration Society, for continued operation and improvement of the International Fire Museum; and

WHEREAS, the transfer of this property is mutually beneficial to the City and the Petitioner; and

WHEREAS, transfer of this property will allow the Society to make needed property improvements; and

WHEREAS, a Public Hearing on this matter is required by law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing on the proposed conveyance of City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner, shall be held on Wednesday, December 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 25th day of November, 2025.

Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk

City of Davenport

Department: Legal **Action / Date**
Contact Info: Sam Huff | 563-326-7761 | **11/19/2025**

Subject:
Motion approving an agreement for the Modern Woodmen Park Stadium Cost Audit with P2P Audit Group, LLC of Marion Center, Pennsylvania for an amount not to exceed $90,000. [Ward 3]

Recommendation:
Pass the Motion.

Background:
The City of Davenport owns the stadium known as Modern Woodmen Park, located at 209 South Gaines Street. The City has had a long-standing lease arrangement with Main Street Iowa, LLC. Members of City Council have requested an audit to ensure contract compliance and responsible management of public resources.

The scope of the audit includes:

- Analysis of maintenance records
- Analysis of historical expenses
- Tracing expenditure funding

The proposed agreement for the audit requires the contractor to provide a written progress report prior to exceeding $50,000 in expenses and receive written authorization from the City to proceed. The total not-to-exceed amount for all services under this agreement is $90,000.

Attachments:
1. P2P Agreement

P2P

AUDIT GROUP LLC

October 25, 2025

Mr. Samuel Huff
Ms. Nicole Gleason
City of Davenport
2226 W. 4th Street
Davenport, IA 52801

Re: Modern Woodmen Park Stadium Cost Audit
Project No. 25-1001

Dear Mr. Huff and Ms. Gleason,

This letter will confirm the retention of P2P Audit Group LLC ("P2P Audit Group" or "Consultant") by the City of Davenport ("City"), in connection with the audit of costs associated with the Modern Woodmen Park Stadium (the "Engagement"). Consultant will work under the direction of the City's office of Corporation Counsel ("Counsel") in this matter. The City, Counsel and Consultant may be referred to as the "Parties".

Consultant's work, to be performed under the direction of Counsel, is to assist Counsel and the City with consultation and analysis in the above referenced matter for the scope of work identified in ***Exhibit A***. The contemplated schedule for performing the stated scope of work is identified in ***Exhibit B***.

All professional conclusions will be those of the Consultant professionals working on this matter. The City will make available to Consultant the documents necessary for Consultant to complete the analysis. Should Consultant determine that additional documents are necessary, Consultant will make all requests for such records through Counsel or agreed upon City representative.

P2P Audit Group's Carol Frey will maintain overall administrative responsibility for the Engagement, including billing and client relations. She will be actively involved in the performance of the Engagement and will use other staff for assistance as deemed necessary. Consultant's work will be billed at $325 per hour, along with out-of-pocket expenses.

The total not-to-exceed amount for all services under this Agreement is $90,000, unless increased by written change order executed by both Parties. Prior to exceeding $50,000 in expenditures, Contractor must provide written progress report to the City and obtain written authorization from designated City officials to proceed to the next spending gate. No work shall proceed beyond this threshold absent the required approval, and the City shall not be obligated to pay for work or expenses incurred in excess of this amount without such approvals.

Consultant will obtain written approval from Counsel prior to incurring any travel-related expenses, which will billed at cost and associated travel time will be billed for only one-way.

EMAIL: carol.frey@p2pauditgroup.com 1-570-259-4642

P2P

AUDIT GROUP LLC

Consultant understands that the City will be solely responsible for payment of its fees and expenses. Consultant will submit invoices for its fees and expenses incurred in connection with this Engagement to Consultant commits to forward monthly invoices to Counsel by the date requested by Counsel. The name and address of the Counsel designee to receive and approve Consultant's invoice is indicated on the signature page of this letter.

A copy of Consultant's standard terms and conditions, which Counsel and the City accept and hereby agree to, is attached, and together with this letter of engagement, constitute the "Engagement Contract."

Consultant's normal practice is to obtain a retainer, and Consultant is herewith requesting a retainer in the amount of $10,000. The retainer will be held against the final invoice for the engagement; any unused retainer will, of course, be refunded. Consultant is prepared to begin work promptly.

Counsel and the City acknowledge their respective agreement with this Engagement Contract as evidenced by their signatures below. In the event only Counsel is executing on behalf of the City, Counsel represents and warrants that the City has been notified of the terms of this Engagement Contract, agrees to be bound hereby and has authorized Counsel to enter into this Engagement Contract on the City's behalf. Please return to Consultant the signed copy of this Engagement Contract. Consultant will not be able to begin work until it has received an executed Engagement Contract. If this Engagement Contract is not executed by Counsel and/or City and returned to Consultant within ten days of the date of this letter, the offer to provide services is revoked and this Engagement Contract shall be deemed null and void.

Sincerely,

Carol Frey
P2P Audit Group LLC

Accepted by: City of Davenport

By: _____

Name: Samuel Huff

Title: Corporation Counsel

Date: _____

Email: Samuel.huff@davenportiowa.com

By: _____

EMAIL: carol.frey@p2pauditgroup.com 1-570-259-4642

P2P

AUDIT GROUP LLC

Name: Nicole Gleason

Title: Acting City Administrator

Date: _____

Email: _____

Name and Address of person designated to receive and approve invoices related to this Engagement:

Name: _____

Address: _____

_____

Phone: _____

Email: _____

P2P

AUDIT GROUP LLC

P2P AUDIT GROUP STANDARD TERMS AND CONDITIONS

P2PAudit Group's rates are subject to adjustment from time to time and at least annually effective January 1. P2PAudit Group will advise City and Counsel immediately if a rate adjustment is being made. P2PAudit Group will bill for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred on the Engagement, such as messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. Further, if P2PAudit Group and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this Engagement to which P2PAudit Group is not a party, City will compensate P2PAudit Group at its stated hourly rates and reimburse P2PAudit Group for reasonable direct and allocated expenses (including counsel fees) with respect thereto.

All payments will be due upon receipt of the invoice. For your information and use, P2PAudit Group's Taxpayer Identification Number is 39-3619576. In the event City disputes any of the fees or expenses on a specific invoice, the City shall notify P2PAudit Group within twenty (20) days of receipt of the invoice of such a dispute. If City fails to notify P2PAudit Group within the twenty (20) day period, the City shall have waived its right to dispute such invoice.

Without limiting P2PAudit Group's other rights and remedies, in the event any payment is not paid by City within thirty (30) days of the date of invoice, then interest shall accrue, from the thirty-first (31st) day until payment in full is received, at the rate of one and one half (1 ½ %) percent per month. Nothing herein shall be construed as extending the due date of payments to be made by City under this Agreement. In addition to any other remedies set forth above, and any other remedies available at law, P2PAudit Group reserves the right to halt further services until payment is received on past-due invoices. It is P2PAudit Group's normal practice to be paid in full for all work performed to date prior to issuance of a report, deposition testimony and/or trial testimony. City agrees to pay all court costs, attorney fees (whether or not contingent on collection from City) and other expenses which may be associated with the collection of unpaid invoices.

P2PAudit Group's fees and expenses are not contingent upon the final results, nor does it guarantee any result or resolution in connection with this Engagement. P2PAudit Group will meet with Counsel regularly to discuss the ongoing work and associated fees, and P2PAudit Group will rely on Counsel to communicate these items to the City.

The parties hereto agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving services under this Engagement Contract. Except as provided below, neither party will disclose the other party's confidential information to any third party without the other party's consent. P2PAudit Group understands that the confidential information, as well as its work product and files may become subject to discovery; however, until such materials are sought by subpoena or other process, they will be maintained by P2PAudit Group as confidential. It is agreed that those materials and all other working papers and other documents prepared by P2PAudit Group pursuant to this Engagement will be maintained as confidential materials and will not be disclosed to third parties without Counsel's consent, except as may be required by law, regulation, or judicial or administrative process. Unless prohibited by law, P2PAudit Group agrees to notify Counsel promptly of any of the following events: (a) a request by anyone to examine, inspect, or copy such documents or records; or (b) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon P2PAudit Group that requires the production of such documents or records. Confidential information shall not include information that is or becomes generally available to the public other than as a result of a breach of a non-disclosure obligation hereunder, is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information, or is or has been independently developed by the recipient.

Any advice given or report issued by P2PAudit Group is provided solely for City's use and benefit and only in connection with the purposes in which the services are provided including but not limited to all Permitted Disclosures (defined below). Except for Permitted Disclosures (defined below), City shall not provide any advice given or report issued by P2PAudit Group to any third party without P2PAudit Group's prior written consent, which consent shall not be unreasonably withheld or delayed but may be conditioned on the recipient executing a third party release letter in the form provided by P2PAudit Group. "Permitted Disclosures" means any disclosure that is required by law or legal process or is made in connection with the services or the related investigation, including disclosures in connection with related investigations, remediation, dispute or litigation. City further agrees that in connection with a Permitted Disclosure, City will not reference or identify P2PAudit Group as the service provider, unless required by law or legal process. In no event shall P2PAudit Group assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

While P2PAudit Group's work may include an analysis of financial and accounting data, the services will not include an accounting audit, compilation or review of any kind of any financial statements or components thereof. City management will be responsible for any and all financial information they provide to P2PAudit Group during the course of this Engagement, and P2PAudit Group will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause P2PAudit Group's advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, P2PAudit Group will not express any opinion or other form of assurance on financial statements of the City.

In the event the services involve prospective financial information, P2PAudit Group's work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and P2PAudit Group will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. P2PAudit Group will take no responsibility for the achievability of results or events projected or anticipated by the management of the City.

The City shall notify P2PAudit Group in writing if City delivers to P2PAudit Group any personally identifiable information or equivalent and the City shall instruct P2PAudit Group if any additional measures (i.e. data transfer protections) are required. Upon written notice to the City, P2PAudit Group will, at its option, destroy or return to the City all original materials provided by the City and/or Counsel to P2PAudit Group, and all materials created by P2PAudit Group specifically for the City as a result of an engagement; provided, however, that with respect to back-up media, such materials will be overwritten or destroyed, subject to P2PAudit Group's normal schedule for overwriting and destruction, as the case may be.

City and Counsel agree that P2PAudit Group shall not be liable under this Engagement Contract to the City, Counsel, or their respective successors, assigns or affiliates for damages in excess of the total amount of the fees paid to P2PAudit Group under this Engagement Contract. In no event shall P2PAudit Group be liable for punitive or consequential damages of any kind. The City shall indemnify P2PAudit Group, and hold P2PAudit Group harmless against any and all claims by third parties for losses, damages or liabilities, including reasonable attorneys' fees and expenses ("Losses"), arising in any manner out of or in connection with this Engagement, unless it is finally judicially determined that such Losses resulted from the gross negligence or willful misconduct of P2PAudit Group. The terms of this paragraph shall survive the termination of this Engagement Contract and shall apply to any controlling person, director, officer, employee or affiliate of P2PAudit Group.

The City agrees to promptly notify P2PAudit Group if it extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of P2PAudit Group involved in this Engagement and agrees that it will pay P2PAudit Group a cash fee, upon hiring, equal to 150% of the aggregate current annualized compensation (both cash and non cash consideration), including any guaranteed or target bonus, to be paid to P2PAudit Group's former principal or employee that the City or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by P2PAudit Group with respect to this Engagement.

The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of Iowa, without giving effect to the choice of law provisions thereof.

The parties submit to the jurisdiction of Iowa Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction. In the event that differences concerning the services or other matters arising hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense, Counsel, the City and P2PAudit Group irrevocably and unconditionally agree to waive a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Engagement Contract.

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AUDIT GROUP LLC

Exhibit A - Scope of Services

1. **Analysis of Maintenance Records**
    a. Review maintenance procedures, protocols, logs, inspections, checklists, schedules from Main Street Iowa, LLC for the Stadium; evaluate reasonableness and completeness of the maintenance plan and whether it is being followed.
    b. Obtain City inventory of Stadium equipment; identify manufacturer-recommended maintenance activities/schedules where possible.
    c. Review selected City facility maintenance procedures and protocols to identify templates transferable to comparable equipment/components at the Stadium.
    d. Using historical expense analysis, identify high-cost/high-occurrence repairs that could benefit from targeted maintenance planning; summarize findings and best-practice recommendations, including discussion with City regarding contractual limits in the operator agreement and implementation strategy.
2. **Analysis of Historical Expenses**
    a. Review expenses applied toward rent reduction (with invoices) for the following periods:
        i. 403 invoices, June 19, 2018 – Sept. 30, 2023
        ii. Oct. 2023 to current or agreed cutoff
        iii. 2017–June 18, 2018
    b. For these invoices: categorize by building system and area; assess, where possible, whether an expense is maintenance or is attributable to improper/inadequate maintenance; note questionable descriptions or amounts.
3. **Tracing Expenditure Funding**
    a. Based on City financial reports, trace payment of reviewed expenses back to the City fund(s)/account(s) of record; summarize funding sources and discuss additional metrics helpful for City review.
4. **Reporting & Collaboration**
    a. Collaborate with City on the scope and presentation of findings and recommendations; provide summaries tailored to City needs, including criteria to guide future maintenance expense determinations.
5. **Remote/On-Site Work**
    a. Work is primarily remote; on-site site visits performed upon City request.

EMAIL: carol.frey@p2pauditgroup.com 1-570-259-4642

P2P

AUDIT GROUP LLC

Exhibit B - Schedule & Milestones

- Week 1: Kickoff, data room set-up, initial data request
- Weeks 2–4: Fieldwork and weekly updates
- Week 5: Draft findings and exit conference
- Week 6: Final report and briefing (subject to timely access and data quality)

EMAIL: carol.frey@p2pauditgroup.com 1-570-259-4642

P2P

AUDIT GROUP LLC

Exhibit C - Insurance Requirements

Contractor shall furnish certificates of insurance evidencing the following: Professional Liability/E&O ($1MM per claim/aggregate).

EMAIL: carol.frey@p2pauditgroup.com 1-570-259-4642

City of Davenport

Department: Parks and Recreation **Action / Date**
Contact Info: Chad Dyson | 563-328-7275 **11/19/2025**

Subject:
Motion approving the purchase and installation of new playground equipment for Slattery Park from BCI Burke Company of Fond du Lac, Wisconsin in the amount of $78,951 using Sourcewell contract #010521-BUR, CIP #64119. [Ward 7]

Recommendation:
Pass the Motion.

Background:
This purchase utilizes Sourcewell contract #010521-BUR. Sourcewell is a cooperative purchasing program that provides access to group purchasing contracts with leading national suppliers, allowing for a streamlined procurement process for thousands of products and services. BCI Burke Company was awarded Sourcewell contract #010521-BUR Playground and Water Play Equipment with Related Accessories and Services via a competitive solicitation process.

This purchase will replace the existing playground at Slattery Park located at 4629 Northwest Boulevard. The design for the replacement was selected via community input from three playground design options prepared by Burke.

Funding for this purchase is budgeted in CIP #64119 | Park Development Program.

Attachments:
None

City of Davenport

Department: Community & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **11/19/2025**

Subject:
Motion approving submission of the City of Davenport Annual Urban Renewal Report for FY 2025. [All Wards]

Recommendation:
Pass the Motion.

Background:
All Iowa cities and counties utilizing TIF are required to report TIF expenditures and obligations into the Iowa Department of Management's online Annual Urban Renewal Report annually by December 1. The report looks at the most recent fiscal year ending June 30, 2025.

As part of this process, Council must approve the submission of the report. Costs associated with the City's TIF are approved by the Council as part of the overall budget. The Davenport TIF summary sheet is attached as well as the full report.

Attachments:
1. 2025 TIF Report Summary Page
2. 2025 TIF Report

Save | Help | Log out

* This Levy Authority is locked waiting for Governing Body Approval, changes to Urban Renewal Area and/or TIF Taxing District pages are not allowed.

Levy Authority Summary

Local Government Name: DAVENPORT
Local Government Number: 82G773
Contact Name: Susanne Knutsen
Contact Phone: 563-326-6179 xxx-xxx-xxxx
Contact Email: susanne.knutsen@dave xxxx@xxxxx.xxx

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts	Increment Value Used
DAVENPORT DOWNTOWN URBAN RENEWAL	82003	6	65,209,575
DAVENPORT NORTH URBAN RENEWAL	82013	27	190,642,691
DAVENPORT AIRPORT URBAN RENEWAL	82027	1	0
DAVENPORT M A FORD MFG URBAN RENEWAL	82031	1	0
DAVENPORT EIIC URBAN RENEWAL	82038	1	0
HILLTOP URBAN RENEWAL AREA	82053	3	0
EAST VILLAGE URBAN RENEWAL AREA	82054	2	0

TIF Debt & Obligations Outstanding	**57,647,992**
TIF Sp. Rev. Fund Cash Balance as of 07-01-2024	**8,197,036**
Amount of 07-01-2024 Cash Balance Restricted for LMI	**0**
TIF Revenue:	7,785,741
TIF Sp. Revenue Fund Interest	491,717
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments	0
Total Revenue	**8,277,458**
Rebate Expenditures	4,142,833
Non-Rebate Expenditures	3,078,300
Returned to County Treasurer	0
Total Expenditures	**7,221,133**
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025	**9,253,361**
Amount of 06-30-2025 Cash Balance Restricted for LMI	**0**
Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance	**41,173,498**

Governing Body Approval Date: Enter date as: mm/dd/yyyy | Delete Approval Date | Submit to Dept. of Management

Levy Authority PDF: TIF-82G773-2023_11-13-2025.pdf * Pending Approval | Delete PDF Report

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Levy Authority Summary

Local Government Name: DAVENPORT
Local Government Number: 82G773

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
DAVENPORT DOWNTOWN URBAN RENEWAL	82003	6
DAVENPORT NORTH URBAN RENEWAL	82013	27
DAVENPORT AIRPORT URBAN RENEWAL	82027	1
DAVENPORT M A FORD MFG URBAN RENEWAL	82031	1
DAVENPORT EIIC URBAN RENEWAL	82038	1
HILLTOP URBAN RENEWAL AREA	82053	3
EAST VILLAGE URBAN RENEWAL AREA	82054	2

TIF Debt Outstanding:		**57,647,992**	
TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**8,197,036**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**
TIF Revenue:	7,785,741		
TIF Sp. Revenue Fund Interest:	491,717		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**8,277,458**		
Rebate Expenditures:	4,142,833		
Non-Rebate Expenditures:	3,078,300		
Returned to County Treasurer:	0		
Total Expenditures:	**7,221,133**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**9,253,361**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**
Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance:		**41,173,498**	

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL
UR Area Number: 82003

UR Area Creation Date: 06/1979

UR Area Purpose: To encourage private investment and reinvestment within the City by advancing the normal development process thus improving the stability and vitality of the City.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN EXPANDED UR TIF INCREMENT/ EXPANDED SMID	820121	820122	0
DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN DAVENPORT TIF DD1 INCREMENT DAVENPORT DOWNTOWN EXPANDED SMID	820250	820253	0
DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN EXT TIF NO SMID UR TIF INCREMENT	820256	820257	0
DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN DAVENPORT UTIL UR TIF INCREMENT DOWNTOWN DAV UTIL SMID	820282	820283	0
DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN NO SMID UR INCREM	820300	820301	0
DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN UR TIF INCREMENT	820336	820337	65,209,575

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	23,246,714	105,670,129	0	0	0	128,916,843	0	128,916,843
Taxable	0	10,773,176	91,397,713	0	0	0	102,170,889	0	102,170,889
Homestead Credits									2

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**2,049,061**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	1,929,626
TIF Sp. Revenue Fund Interest:	126,207
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**2,055,833**
Rebate Expenditures:	1,830,457
Non-Rebate Expenditures:	414,768
Returned to County Treasurer:	0
Total Expenditures:	**2,245,225**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**1,859,669**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For DAVENPORT DOWNTOWN URBAN RENEWAL

Ryan Office Building

Description:	Ryan Office Building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Downtown River Center

Description:	Downtown River Center
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Downtown Parking Ramps

Description:	Downtown Parking Ramps
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Downtown Black Hawk

Description:	Downtown Black Hawk
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Renwick Upfront

Description:	Renwick Upfront
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

City Square- Parker

Description:	City Square- Parker
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

City Square- Putnam

Description:	City Square- Putnam
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Bond Issuance Expense

Description:	Bond Issuance Expense
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

CIP Transfer

Description:	CIP Transfer

Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	Yes

EICC Urban Campus

Description:	EICC Urban Campus
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Blackhawk Hotel Rebate

Description:	Blackhawk Hotel Rebate
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Blackhawk Upfront Refunded

Description:	Blackhawk Upfront Refunded
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DAVENPORT DOWNTOWN URBAN RENEWAL

City Square-Putnam

Debt/Obligation Type:	Rebates
Principal:	10,157,498
Interest:	0
Total:	10,157,498
Annual Appropriation?:	Yes
Date Incurred:	12/27/2015
FY of Last Payment:	2037

City Square- Parker

Debt/Obligation Type:	Rebates
Principal:	7,462,000
Interest:	0
Total:	7,462,000
Annual Appropriation?:	Yes
Date Incurred:	12/27/2015
FY of Last Payment:	2037

EICC Urban Campus

Debt/Obligation Type:	Rebates
Principal:	4,038,300
Interest:	0
Total:	4,038,300
Annual Appropriation?:	Yes
Date Incurred:	09/14/2016
FY of Last Payment:	2035

Blackhawk Upfront Refunded

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,565,000
Interest:	102,863
Total:	1,667,863
Annual Appropriation?:	No
Date Incurred:	03/23/2016
FY of Last Payment:	2028

Blackhawk Overage

Debt/Obligation Type:	Rebates
Principal:	181,500
Interest:	0
Total:	181,500
Annual Appropriation?:	Yes
Date Incurred:	12/27/2015
FY of Last Payment:	2028

Non-Rebates For DAVENPORT DOWNTOWN URBAN RENEWAL

TIF Expenditure Amount:	414,768
Tied To Debt:	Blackhawk Upfront Refunded
Tied To Project:	Blackhawk Upfront Refunded

Rebates For DAVENPORT DOWNTOWN URBAN RENEWAL

EICC Urban Campus

TIF Expenditure Amount:	384,306
Rebate Paid To:	New College LLC
Tied To Debt:	EICC Urban Campus
Tied To Project:	EICC Urban Campus
Projected Final FY of Rebate:	2035

City Square- Parker

TIF Expenditure Amount:	550,632
Rebate Paid To:	City Square LLC
Tied To Debt:	City Square- Parker
Tied To Project:	City Square- Parker
Projected Final FY of Rebate:	2037

City Square- Putnam

TIF Expenditure Amount:	754,165
Rebate Paid To:	North Block LLC
Tied To Debt:	City Square-Putnam
Tied To Project:	City Square- Putnam
Projected Final FY of Rebate:	2037

Blackhawk Overage

TIF Expenditure Amount:	141,354
Rebate Paid To:	Hotel Blackhawk
Tied To Debt:	Blackhawk Overage
Tied To Project:	Blackhawk Hotel Rebate
Projected Final FY of Rebate:	2028

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL (82003)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN EXPANDED UR TIF INCREMENT/ EXPANDED SMID
TIF Taxing District Inc. Number: 820122

TIF Taxing District Base Year: 1987
FY TIF Revenue First Received: 1989
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	10,170,327	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL (82003)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN DAVENPORT TIF DD1 INCREMENT DAVENPORT DOWNTOWN EXPANDED SMID
TIF Taxing District Inc. Number: 820253

TIF Taxing District Base Year: 1978
FY TIF Revenue First Received: 1981
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	06/1979

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,246,700	0	0	0	0

FY 2025 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL (82003)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN EXT TIF NO SMID UR TIF INCREMENT
TIF Taxing District Inc. Number: 820257

TIF Taxing District Base Year: 1978
FY TIF Revenue First Received: 1981
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	06/1979

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	48,303	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL (82003)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN DAVENPORT UTIL UR TIF INCREMENT DOWNTOWN DAV UTIL SMID
TIF Taxing District Inc. Number: 820283

TIF Taxing District Base Year: 1978
FY TIF Revenue First Received: 1981
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	06/1979

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL (82003)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN NO SMID UR INCREM
TIF Taxing District Inc. Number: 820301

TIF Taxing District Base Year: 1978
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT DOWNTOWN URBAN RENEWAL (82003)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DOWNTOWN UR TIF INCREMENT
TIF Taxing District Inc. Number: 820337

TIF Taxing District Base Year: 1978
FY TIF Revenue First Received: 1980
Subject to a Statutory end date? No

	UR Designation
Slum	06/1979
Blighted	06/1979
Economic Development	06/1979

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	23,246,714	105,670,129	0	0	0	128,916,843	0	128,916,843
Taxable	0	10,773,176	91,397,713	0	0	0	102,170,889	0	102,170,889
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	33,827,233	95,089,610	65,209,575	29,880,035	1,118,332

FY 2025 TIF Revenue Received: 1,929,626

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL
UR Area Number: 82013

UR Area Creation Date: 05/1993

UR Area Purpose: See attached plan.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/DAVENPORT SCH/53RD STREET UR TIF INCREMENT	820133	820134	1,121,430
DAVENPORT CITY AG/DAVENPORT SCH/53RD STREET UR TIF INCREMENT	820135	820136	0
DAVENPORT CITY AG/BETTENDORF SCH/53RD STREET UR TIF INCREMENT	820137	820138	0
DAVENPORT CITY/BETTENDORF SCH/53RD STREET UR TIF INCREMENT	820139	820140	4,178,449
DAVENPORT CITY/DAVENPORT SCH/NORTH DAVENPORT UR TIF INCREMENT	820195	820185	0
DAVENPORT CITY/NORTH SCOTT SCH/NORTH DAVENPORT UR TIF INCREMENT	820196	820187	17,650,255
DAVENPORT CITY AG/NORTH SCOTT SCH/NORTH DAVENPORT UR TIF INCREMENT	820202	820188	0
DAVENPORT CITY AG/DAVENPORT SCH/NORTH DAVENPORT UR TIF INCREMENT	820201	820190	0
DAVENPORT CITY/DAVENPORT SCH/VON MAUR UR TIF INCREMENT	820278	820279	6,361,702
DAVENPORT CITY AG/DAVENPORT SCH/VON MAUR UR TIF INCREMENT	820280	820281	0
DAVENPORT CITY/DAVENPORT SCH/53N UR TIF NORTH SMID INCREMENT 53RD ELMORE NORTH SMID	820290	820291	0
DAVENPORT CITY AG/DAVENPORT SCH/53A UR TIF AG NORTH SMID INCREMENT 53 SMID AG NORTH	820292	820293	0
DAVENPORT CITY/DAVENPORT SCH/53S UR TIF INCREMENT SOUTH SMID	820294	820295	0
DAVENPORT CITY AG/DAVENPORT SCH/53B UR TIF INCREMENT SOUTH SMID AG	820296	820297	0
DAVENPORT CITY/DAVENPORT SCH/NORTH DAV ADD UR TIF INCREMENT	820404	820405	0
DAVENPORT CITY/DAVENPORT SCH/DAVM1 UR TIF INCREMENT	820438	820439	4,234,376
DAVENPORT CITY/DAVENPORT SCH/ELMORE HOTEL AG UR TIF INCREMENT	820470	820471	0
DAVENPORT CITY/NORTH SCOTT SCH/HARDI UR TIF INCREM	820474	820475	0
DAVENPORT CITY/DAVENPORT SCH/ELMORE HOTEL UR TIF INCREM	820486	820487	11,398,477
DAVENPORT CITY/DAVENPORT SCH/HONKAMP KRUEG UR TIF INCREM	820500	820501	0
SHERIDAN TWP/NORTH SCOTT SCH/FD3/KRAFT UR TIF INCREM	820502	820503	0
DAVENPORT CITY/NORTH SCOTT SCH/KRAFT UR TIF INCREM	820504	820505	31,653,247
DAVENPORT AG/DAVENPORT SCH/ ND 2014ADD TIF INCREM	820506	820507	0
DAVENPORT CITY/DAVENPORT SCH/ ND 2014ADD TIF INCREM	820508	820509	56,315,295
DAVENPORT AG/DAVENPORT SCH/ ND 2014ADD SMID7 TIF INCREM	820510	820511	0
DAVENPORT CITY/DAVENPORT SCH/ ND 2014ADD SMID8 TIF INCREM	820512	820513	0
DAVENPORT CITY/NORTH SCOTT SCH/STERILITE TIF INCREM	820516	820517	57,729,460

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	328,324,930	635,827,020	131,888,220	0	-352,000	1,094,904,920	0	1,094,904,920
Taxable	0	152,154,910	555,885,536	118,139,329	0	-352,000	825,044,525	0	825,044,525
Homestead Credits									631

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**5,954,947**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**
TIF Revenue:	5,856,115		
TIF Sp. Revenue Fund Interest:	356,302		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**6,212,417**		
Rebate Expenditures:	2,312,376		
Non-Rebate Expenditures:	2,663,532		
Returned to County Treasurer:	0		
Total Expenditures:	**4,975,908**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**7,191,456**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For DAVENPORT NORTH URBAN RENEWAL

MMS

Description:	MMS Thermal
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Internal TIF

Description:	Internal TIF North
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

PCT

Description:	PCT
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Tri City Electric

Description:	Tri City Electric
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Fidlar

Description:	Fidlar Technologies
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Carelton Life Support Upfront

Description:	Carelton Life Support
Classification:	Commercial-Medical
Physically Complete:	Yes
Payments Complete:	Yes

EIIC Rail

Description:	EIIC Rail
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

MA Ford

Description:	Miracle Tools
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Von Maur Headquarter

Description:	Von Maur Headquarter Expansion 2012

Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Von Maur E Commerce 2012

Description:	Von Maur E Commerce Expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Miracle Tools America

Description:	Miracle Tools America 2014
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Vets Memorial Infrastructure

Description:	Vets Memorial Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Transload Facility

Description:	Transload Facility
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Internal TIF

Description:	Internal TIF
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

EIIC Rail 2

Description:	EIIC Rail 2
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Honkamp Krueger

Description:	Honkamp Krueger
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Kraft Heinz

Description:	Kraft Heinz
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

EIIC Rail 3

Description:	EIIC Rail 3
Classification:	Roads, Bridges & Utilities

Physically Complete:	Yes
Payments Complete:	No

CIP Transfer

Description:	CIP Transfer
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	Yes

Sterilite

Description:	Sterilite
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Von Maur E Commerce 2009

Description:	Von Maur E Commerce 2009
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Elmore Extension

Description:	Elmore Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

AT&T

Description:	AT&T
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Heart of America

Description:	Heart of America
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Jersey Ridge Infrastructure

Description:	Jersey Ridge Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Bond Issuance Expense

Description:	Bond Issuance Expense
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

AT&T Refunded

Description:	AT&T Refunded
Classification:	Commercial - office properties
Physically Complete:	Yes

Payments Complete:	No

AT&T

Description:	AT&T
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Internal TIF

Description:	Internal TIF 74
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Heart of America

Description:	Heart of America
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Jersey Ridge Infrastructure

Description:	Jersey Ridge Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Bond Issuance Expense

Description:	Bond Issuance Expense
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

AT&T Refunded

Description:	AT&T Refunded
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

AT&T

Description:	AT&T
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Internal TIF

Description:	Internal TIF 74
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Heart of America

Description:	Heart of America
Classification:	Commercial - hotels and conference centers
Physically Complete:	No
Payments Complete:	No

Jersey Ridge Infrastructure

Description:	Jersey Ridge Infrastructure
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Bond Issuance Expense

Description:	Bond Issuance Expense
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

AT&T Refunded

Description:	AT&T Refunded
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Shortline Rail & Transload

Description:	Rail
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

PB Leiner

Description:	PB Leiner
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

EIIC Rail 4

Description:	EIIC Rail 4
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Fair Oaks

Description:	Fair Oaks Upfront
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For DAVENPORT NORTH URBAN RENEWAL

Fidlar

Debt/Obligation Type:	Rebates
Principal:	410,000
Interest:	0
Total:	410,000
Annual Appropriation?:	Yes
Date Incurred:	10/22/2011
FY of Last Payment:	2030

Von Maur E Commerce

Debt/Obligation Type:	Rebates
Principal:	220,000
Interest:	0
Total:	220,000
Annual Appropriation?:	Yes
Date Incurred:	10/26/2009
FY of Last Payment:	2028

Von Maur Headquarters

Debt/Obligation Type:	Rebates
Principal:	666,250
Interest:	0
Total:	666,250
Annual Appropriation?:	Yes
Date Incurred:	06/23/2012
FY of Last Payment:	2031

Von Maur E Commerce 2012

Debt/Obligation Type:	Rebates
Principal:	440,000
Interest:	0
Total:	440,000
Annual Appropriation?:	Yes
Date Incurred:	05/05/2012
FY of Last Payment:	2031

MA Ford Rebate

Debt/Obligation Type:	Rebates
Principal:	60,000
Interest:	0
Total:	60,000
Annual Appropriation?:	Yes
Date Incurred:	10/30/2004
FY of Last Payment:	2030

Kraft Heinz

Debt/Obligation Type:	Rebates
Principal:	5,047,690
Interest:	0
Total:	5,047,690
Annual Appropriation?:	Yes
Date Incurred:	04/06/2016
FY of Last Payment:	2034

EIIC Rail 3

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	23,104
Interest:	924
Total:	24,028
Annual Appropriation?:	No
Date Incurred:	02/11/2015
FY of Last Payment:	2025

Sterilite

Debt/Obligation Type:	Rebates
Principal:	5,650,000
Interest:	0
Total:	5,650,000
Annual Appropriation?:	Yes
Date Incurred:	01/24/2017
FY of Last Payment:	2035

Transload

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	839,250
Interest:	102,470
Total:	941,720
Annual Appropriation?:	No
Date Incurred:	03/23/2016
FY of Last Payment:	2031

Elmore Extension

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,050,750
Interest:	982,930
Total:	9,033,680
Annual Appropriation?:	No
Date Incurred:	03/23/2016
FY of Last Payment:	2031

Sterilite Upfront 1

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,000,000
Interest:	176,825
Total:	1,176,825
Annual Appropriation?:	No
Date Incurred:	03/01/2018
FY of Last Payment:	2033

Granite Way

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	680,000
Interest:	97,588
Total:	777,588
Annual Appropriation?:	Yes
Date Incurred:	03/21/2017
FY of Last Payment:	2032

Sterilite Upfront 2

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,625,000
Interest:	826,120

Total:	5,451,120
Annual Appropriation?:	No
Date Incurred:	03/01/2018
FY of Last Payment:	2033

Heart of America

Debt/Obligation Type:	Rebates
Principal:	2,280,000
Interest:	0
Total:	2,280,000
Annual Appropriation?:	Yes
Date Incurred:	12/14/2011
FY of Last Payment:	2031

Jersey Ridge Infrastructure

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	71,896
Interest:	2,876
Total:	74,772
Annual Appropriation?:	No
Date Incurred:	02/11/2015
FY of Last Payment:	2025

Internal TIF

Debt/Obligation Type:	Internal Loans
Principal:	275,000
Interest:	0
Total:	275,000
Annual Appropriation?:	Yes
Date Incurred:	11/15/2014
FY of Last Payment:	2022

Shortline Rail & Transload

Debt/Obligation Type:	Other Debt
Principal:	450,000
Interest:	0
Total:	450,000
Annual Appropriation?:	Yes
Date Incurred:	12/19/2019
FY of Last Payment:	2029

EIIC Rail 4

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	62,158
Interest:	0
Total:	62,158
Annual Appropriation?:	No
Date Incurred:	02/11/2015
FY of Last Payment:	2026

Fair Oaks Upfront

Debt/Obligation Type:	Other Debt
Principal:	1,100,000
Interest:	0
Total:	1,100,000
Annual Appropriation?:	Yes
Date Incurred:	11/26/2024
FY of Last Payment:	2026

Non-Rebates For DAVENPORT NORTH URBAN RENEWAL

TIF Expenditure Amount:	24,028
Tied To Debt:	EIIC Rail 3
Tied To Project:	EIIC Rail 3
TIF Expenditure Amount:	134,573
Tied To Debt:	Transload
Tied To Project:	Transload Facility
TIF Expenditure Amount:	1,290,428
Tied To Debt:	Elmore Extension
Tied To Project:	Elmore Extension
TIF Expenditure Amount:	96,381
Tied To Debt:	Granite Way
Tied To Project:	Kraft Heinz
TIF Expenditure Amount:	132,056
Tied To Debt:	Sterilite Upfront 1
Tied To Project:	Sterilite
TIF Expenditure Amount:	605,215
Tied To Debt:	Sterilite Upfront 2
Tied To Project:	Sterilite
TIF Expenditure Amount:	74,772
Tied To Debt:	Jersey Ridge Infrastructure
Tied To Project:	Jersey Ridge Infrastructure
TIF Expenditure Amount:	275,000
Tied To Debt:	Internal TIF
Tied To Project:	Internal TIF
TIF Expenditure Amount:	31,079
Tied To Debt:	EIIC Rail 4
Tied To Project:	Sterilite

Rebates For DAVENPORT NORTH URBAN RENEWAL

D&D Tri City

TIF Expenditure Amount:	0
Rebate Paid To:	D&D
Tied To Project:	Tri City Electric
Projected Final FY of Rebate:	2024

Von Maur E Commerce

TIF Expenditure Amount:	335,568
Rebate Paid To:	Von Maur
Tied To Debt:	Von Maur E Commerce 2012
Tied To Project:	Von Maur E Commerce 2012
Projected Final FY of Rebate:	2028

Fidlar

TIF Expenditure Amount:	101,747
Rebate Paid To:	Vettura
Tied To Debt:	Fidlar
Tied To Project:	Fidlar
Projected Final FY of Rebate:	2030

Kraft Heinz

TIF Expenditure Amount:	972,570
Rebate Paid To:	Kraft Heinz
Tied To Debt:	Kraft Heinz
Tied To Project:	Kraft Heinz
Projected Final FY of Rebate:	2034

Sterilite

TIF Expenditure Amount:	569,997
Rebate Paid To:	Sterilite
Tied To Debt:	Sterilite
Tied To Project:	Sterilite
Projected Final FY of Rebate:	2035

Heart of America

TIF Expenditure Amount:	332,494
Rebate Paid To:	Heart of America
Tied To Debt:	Heart of America
Tied To Project:	Heart of America
Projected Final FY of Rebate:	2031

Miracle Tools

TIF Expenditure Amount:	0
Rebate Paid To:	MA Ford
Tied To Debt:	MA Ford Rebate
Tied To Project:	Miracle Tools America
Projected Final FY of Rebate:	2030

PB Leiner

TIF Expenditure Amount:	0
Rebate Paid To:	PB Leiner

Tied To Project:	PB Leiner
Projected Final FY of Rebate:	2023

Jobs For DAVENPORT NORTH URBAN RENEWAL

Project:	MMS
Company Name:	MMS Thermal
Date Agreement Began:	03/15/2006
Date Agreement Ends:	12/01/2016
Number of Jobs Created or Retained:	14
Total Annual Wages of Required Jobs:	448,154
Total Estimated Private Capital Investment:	5,563,500
Total Estimated Cost of Public Infrastructure:	0

Project:	PCT
Company Name:	PCT Engineered
Date Agreement Began:	08/02/2006
Date Agreement Ends:	06/01/2021
Number of Jobs Created or Retained:	0
Total Annual Wages of Required Jobs:	1,279,000
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Fidlar
Company Name:	Fidlar Technologies
Date Agreement Began:	10/26/2011
Date Agreement Ends:	06/01/2030
Number of Jobs Created or Retained:	48
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	2,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Von Maur Headquarter
Company Name:	Von Maur
Date Agreement Began:	10/09/2009
Date Agreement Ends:	06/01/2028
Number of Jobs Created or Retained:	317
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	14,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Von Maur E Commerce 2012
Company Name:	Von Maur
Date Agreement Began:	06/27/2012
Date Agreement Ends:	06/01/2031
Number of Jobs Created or Retained:	325
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,300,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Von Maur E Commerce 2012
Company Name:	Von Maur
Date Agreement Began:	05/09/2012
Date Agreement Ends:	05/09/2031
Number of Jobs Created or Retained:	83
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Kraft Heinz
Company Name:	Kraft Heinz
Date Agreement Began:	04/06/2016
Date Agreement Ends:	06/01/2034
Number of Jobs Created or Retained:	475
Total Annual Wages of Required Jobs:	38,797
Total Estimated Private Capital Investment:	200,000,000

Total Estimated Cost of Public Infrastructure:	5,874,844

Project:	AT&T
Company Name:	AT&T Mobility LLC
Date Agreement Began:	01/24/2007
Date Agreement Ends:	01/24/2024
Number of Jobs Created or Retained:	510
Total Annual Wages of Required Jobs:	10,489,000
Total Estimated Private Capital Investment:	19,300,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Heart of America
Company Name:	Heart of America
Date Agreement Began:	12/14/2011
Date Agreement Ends:	06/01/2031
Number of Jobs Created or Retained:	35
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	27,000,000
Total Estimated Cost of Public Infrastructure:	0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/53RD STREET UR TIF INCREMENT
TIF Taxing District Inc. Number: 820134

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	178,240,310	288,057,910	349,400	0	-236,000	465,917,620	0	465,917,620
Taxable	0	82,601,501	248,818,786	248,974	0	-236,000	330,939,261	0	330,939,261
Homestead Credits									388

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	36,528,930	330,939,261	1,121,430	329,817,831	10,530,230

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/DAVENPORT SCH/53RD STREET UR TIF INCREMENT
TIF Taxing District Inc. Number: 820136

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	622,831	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/BETTENDORF SCH/53RD STREET UR TIF INCREMENT
TIF Taxing District Inc. Number: 820138

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	184,330	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/BETTENDORF SCH/53RD STREET UR TIF INCREMENT
TIF Taxing District Inc. Number: 820140

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	76,769,910	153,726,690	3,530,830	0	-44,000	233,824,180	0	233,824,180
Taxable	0	35,577,321	135,090,925	3,112,262	0	-44,000	173,577,258	0	173,577,258
Homestead Credits									120

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,649,290	173,577,258	4,178,449	169,398,809	5,291,140

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/NORTH DAVENPORT UR TIF INCREMENT
TIF Taxing District Inc. Number: 820185

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1994
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	21,740	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/NORTH DAVENPORT UR TIF INCREMENT
TIF Taxing District Inc. Number: 820187

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1994
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	78,940,800	12,799,940	0	0	91,740,740	0	91,740,740
Taxable	0	0	68,702,532	11,220,645	0	0	79,923,177	0	79,923,177
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	6,778,807	79,923,177	17,650,255	62,272,922	1,855,749

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/NORTH SCOTT SCH/NORTH DAVENPORT UR TIF INCREMENT
TIF Taxing District Inc. Number: 820188

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1994
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	931,260	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/DAVENPORT SCH/NORTH DAVENPORT UR TIF INCREMENT
TIF Taxing District Inc. Number: 820190

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1994
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	38,730	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/VON MAUR UR TIF INCREMENT
TIF Taxing District Inc. Number: 820279

TIF Taxing District Base Year: 1998
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1994

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	13,562,840	0	0	0	13,562,840	0	13,562,840
Taxable	0	0	12,139,561	0	0	0	12,139,561	0	12,139,561
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	4,684,900	8,877,940	6,361,702	2,516,238	80,337

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/DAVENPORT SCH/VON MAUR UR TIF INCREMENT
TIF Taxing District Inc. Number: 820281

TIF Taxing District Base Year: 1998
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1994

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	82,280	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/53N UR TIF NORTH SMID INCREMENT 53RD ELMORE NORTH SMID
TIF Taxing District Inc. Number: 820291

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	64,257	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/DAVENPORT SCH/53A UR TIF AG NORTH SMID INCREMENT 53 SMID AG NORTH
TIF Taxing District Inc. Number: 820293

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	91,146	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/53S UR TIF INCREMENT SOUTH SMID
TIF Taxing District Inc. Number: 820295

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	285,586	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY AG/DAVENPORT SCH/53B UR TIF INCREMENT SOUTH SMID AG
TIF Taxing District Inc. Number: 820297

TIF Taxing District Base Year: 1993
FY TIF Revenue First Received: 1995
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	01/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	45,573	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/NORTH DAV ADD UR TIF INCREMENT
TIF Taxing District Inc. Number: 820405

TIF Taxing District Base Year: 2008
FY TIF Revenue First Received: 1994
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	5,098,900	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/DAVM1 UR TIF INCREMENT
TIF Taxing District Inc. Number: 820439

TIF Taxing District Base Year: 2011
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	9,027,610	0	0	0	9,027,610	0	9,027,610
Taxable	0	0	8,070,136	0	0	0	8,070,136	0	8,070,136
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	3,823,800	5,203,810	4,234,376	969,434	30,952

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/ELMORE HOTEL AG UR TIF INCREMENT
TIF Taxing District Inc. Number: 820471

TIF Taxing District Base Year: 2012
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	28,500	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/HARDI UR TIF INCREM
TIF Taxing District Inc. Number: 820475

TIF Taxing District Base Year: 2013
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	4,934,600	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/ELMORE HOTEL UR TIF INCREM
TIF Taxing District Inc. Number: 820487

TIF Taxing District Base Year: 2012
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	27,731,970	0	0	0	27,731,970	0	27,731,970
Taxable	0	0	24,827,802	0	0	0	24,827,802	0	24,827,802
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	28,500	24,827,802	11,398,477	13,429,325	428,764

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/HONKAMP KRUEG UR TIF INCREM
TIF Taxing District Inc. Number: 820501

TIF Taxing District Base Year: 2015
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,517,000	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: SHERIDAN TWP/NORTH SCOTT SCH/FD3/KRAFT UR TIF INCREM
TIF Taxing District Inc. Number: 820503
TIF Taxing District Base Year: 2015
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	116,960	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/KRAFT UR TIF INCREM
TIF Taxing District Inc. Number: 820505
TIF Taxing District Base Year: 2015
FY TIF Revenue First Received: 2018
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2036

	UR Designation
Slum	No
Blighted	No
Economic Development	01/2016

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	48,640,480	0	0	48,640,480	0	48,640,480
Taxable	0	0	0	43,712,121	0	0	43,712,121	0	43,712,121
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	116,960	43,712,121	31,653,247	12,058,874	359,357

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT AG/DAVENPORT SCH/ ND 2014ADD TIF INCREM
TIF Taxing District Inc. Number: 820507

TIF Taxing District Base Year: 2013
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	251,400	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/ ND 2014ADD TIF INCREM
TIF Taxing District Inc. Number: 820509

TIF Taxing District Base Year: 2013
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	73,314,710	64,779,200	0	0	-72,000	137,891,910	0	137,891,910
Taxable	0	33,976,088	58,235,794	0	0	-72,000	92,009,882	0	92,009,882
Homestead Credits									123

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	41,818,202	92,009,882	56,315,295	35,694,587	1,139,636

FY 2025 TIF Revenue Received: 5,856,115

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT AG/DAVENPORT SCH/ ND 2014ADD SMID7 TIF INCREM
TIF Taxing District Inc. Number: 820511

TIF Taxing District Base Year: 2013
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	193,500	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/ ND 2014ADD SMID8 TIF INCREM
TIF Taxing District Inc. Number: 820513

TIF Taxing District Base Year: 2013
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	10,630,780	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT NORTH URBAN RENEWAL (82013)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/STERILITE TIF INCREM
TIF Taxing District Inc. Number: 820517
TIF Taxing District Base Year: 2016
FY TIF Revenue First Received: 2019
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2037

	UR Designation
Slum	No
Blighted	No
Economic Development	01/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	66,567,570	0	0	66,567,570	0	66,567,570
Taxable	0	0	0	59,845,327	0	0	59,845,327	0	59,845,327
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	607,010	59,845,327	57,729,460	2,115,867	63,053

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT AIRPORT URBAN RENEWAL
UR Area Number: 82027

UR Area Creation Date: 05/1993

UR Area Purpose: See attached plan. The airport is part of the North EDA.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/NORTH SCOTT SCH/AIRPORT BLDG ON LEASED LAND UR TIF INCREMENT	820244	820245	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**0**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**
TIF Revenue:	0		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	**0**		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	**0**		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**0**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For DAVENPORT AIRPORT URBAN RENEWAL

National Weather Service

Description:	National Weather Service Construction
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DAVENPORT AIRPORT URBAN RENEWAL

National Weather Service Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/17/1993
FY of Last Payment:	2015

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT AIRPORT URBAN RENEWAL (82027)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/AIRPORT BLDG ON LEASED LAND UR TIF INCREMENT
TIF Taxing District Inc. Number: 820245

TIF Taxing District Base Year: 1992
FY TIF Revenue First Received: 1994
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1	0	0	0	0

FY 2025 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT M A FORD MFG URBAN RENEWAL
UR Area Number: 82031

UR Area Creation Date: 07/1997

UR Area Purpose: See attached plan.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/NORTH SCOTT SCH/ M A FORD UR TIF INCREMENT	820261	820262	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**101,073**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	4,821
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**4,821**

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**105,894**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For DAVENPORT M A FORD MFG URBAN RENEWAL

MA Ford

Description:	Miracle Tools
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DAVENPORT M A FORD MFG URBAN RENEWAL

MA Ford Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/03/2004
FY of Last Payment:	2021

Rebates For DAVENPORT M A FORD MFG URBAN RENEWAL

MA Ford

TIF Expenditure Amount:	0
Rebate Paid To:	MA Ford
Tied To Debt:	MA Ford Rebate
Tied To Project:	MA Ford
Projected Final FY of Rebate:	2021

Jobs For DAVENPORT M A FORD MFG URBAN RENEWAL

Project:	MA Ford
Company Name:	Miracle Tools/MA Ford
Date Agreement Began:	11/03/2004
Date Agreement Ends:	06/01/2020
Number of Jobs Created or Retained:	246
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	6,000,000
Total Estimated Cost of Public Infrastructure:	0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT M A FORD MFG URBAN RENEWAL (82031)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/ M A FORD UR TIF INCREMENT
TIF Taxing District Inc. Number: 820262

TIF Taxing District Base Year: 1994
FY TIF Revenue First Received: 1996
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	07/1997

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	753,922	0	0	0	0

FY 2025 TIF Revenue Received: 0

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT EIIC URBAN RENEWAL
UR Area Number: 82038

UR Area Creation Date: 05/1993

UR Area Purpose: See attached plan. EIIC is part of the North EDA.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/NORTH SCOTT SCH/EIIC UR TIF INCREM	820306	820310	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**0**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**0**

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**0**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For DAVENPORT EIIC URBAN RENEWAL

Ryan Warehouse

Description:	Construction of John Deere Warehouse in the EIIC
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For DAVENPORT EIIC URBAN RENEWAL

Ryan Warehouse Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	03/18/2002
FY of Last Payment:	2018

Rebates For DAVENPORT EIIC URBAN RENEWAL

Ryan Warehouse

TIF Expenditure Amount:	0
Rebate Paid To:	Quad City Consolidation
Tied To Debt:	Ryan Warehouse Rebate
Tied To Project:	Ryan Warehouse
Projected Final FY of Rebate:	2018

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Transferred remaining balance into North URA

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area during FY 2025

♦ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: DAVENPORT EIIC URBAN RENEWAL (82038)
TIF Taxing District Name: DAVENPORT CITY/NORTH SCOTT SCH/EIIC UR TIF INCREM
TIF Taxing District Inc. Number: 820310

TIF Taxing District Base Year: 2001
FY TIF Revenue First Received: 2003
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	03/2002

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	71,691	0	0	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: HILLTOP URBAN RENEWAL AREA
UR Area Number: 82053

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/DAVENPORT SCH/HT UR TIF INCREMENT	820446	820447	0
DAVENPORT CITY/DAVENPORT SCH/HT EXP SMID UR TIF INCREMENT	820450	820451	0
DAVENPORT CITY/DAVENPORT SCH/HT HT SMID UR TIF INCREMENT	820466	820467	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**83,568**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	3,987
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**3,987**

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**87,555**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: HILLTOP URBAN RENEWAL AREA (82053)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/HT UR TIF INCREMENT
TIF Taxing District Inc. Number: 820447
TIF Taxing District Base Year: 2011
FY TIF Revenue First Received: 2014
Subject to a Statutory end date? Yes
Fiscal year this TIF Taxing District statutorily ends: 2032

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	14,454,906	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: HILLTOP URBAN RENEWAL AREA (82053)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/HT EXP SMID UR TIF INCREMENT
TIF Taxing District Inc. Number: 820451
TIF Taxing District Base Year: 2011
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,738,500	0	0	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: HILLTOP URBAN RENEWAL AREA (82053)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/HT HT SMID UR TIF INCREMENT
TIF Taxing District Inc. Number: 820467

TIF Taxing District Base Year: 2011
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	20,753,315	0	0	0	0

FY 2025 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: EAST VILLAGE URBAN RENEWAL AREA
UR Area Number: 82054

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DAVENPORT CITY/DAVENPORT SCH/EV UR TIF INCREMENT	820462	820463	0
DAVENPORT CITY/DAVENPORT SCH/EV UR TIF NO SMID INCREMENT	820464	820465	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	**8,387**	**0**	**Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	400
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	**400**
Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	**0**

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	**8,787**	**0**	**Amount of 06-30-2025 Cash Balance Restricted for LMI**

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: EAST VILLAGE URBAN RENEWAL AREA (82054)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/EV UR TIF INCREMENT
TIF Taxing District Inc. Number: 820463

TIF Taxing District Base Year: 2012
FY TIF Revenue First Received: 2014
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	7,634,220	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DAVENPORT (82G773)
Urban Renewal Area: EAST VILLAGE URBAN RENEWAL AREA (82054)
TIF Taxing District Name: DAVENPORT CITY/DAVENPORT SCH/EV UR TIF NO SMID INCREMENT
TIF Taxing District Inc. Number: 820465

TIF Taxing District Base Year: 2012
FY TIF Revenue First Received:
Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	946,470	0	0	0	0

FY 2025 TIF Revenue Received: 0