

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, December 10, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council meeting minutes for November 25, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for December 3, 2025.

VIII. Petitions and Communications from Council Members and the Mayor

IX. Individual Approval of Items on the Discussion Agenda

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

X. Approval of All Items on the Consent Agenda

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

1. Third Consideration: Ordinance amending 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. Third 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. First Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding East 3rd Street at LeClaire Street. [Ward 3]
4. First Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding West 83rd Street from Northwest Boulevard to its western terminus as a 30-mph speed zone. [Ward 2]
5. Resolution of support for the submission of an application to the State of Iowa High Quality Jobs program through a partial property tax exemption for improvements to a manufacturing facility, Electro Freeze, H.C. Duke and Sons, LLC, Petitioner. [Ward 8]
6. Resolution accepting work completed under the East Locust Street (Grand Avenue to Eastern Avenue) Rehabilitation project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$1,370,465.21, CIP #35061. [Ward 5]
7. Resolution accepting work completed under the Emeis Park Phase II | Adaptive and Inclusive Playground project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$677,694.27, CIP #ARP10. [Ward 1]
8. Resolution accepting work completed under the Bus Barn Charging project by Rock River Electric, Inc of Colona, Illinois in the amount of \$385,802, CIP #24035. [Ward 7]
9. Resolution accepting work completed under the Ridgeview Drive (Cedar Street to Pacific Street) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$376,605.67, CIP #35061. [Ward 8]
10. Resolution accepting work completed under the 2025 Sidewalk and ADA Ramp Program by Kelly Construction of Davenport, Iowa in the amount of \$349,897.54, CIP #28024 & 28028. [Wards 1, 2, 4, 5, 6, 7, & 8]
11. Resolution accepting work completed under the 2025 Sidewalk and ADA Ramp Repair Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$240,788.27, CIP #28024 & #28028. [Wards 3, 4, 5, & 6]
12. Resolution accepting work completed under the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project by Taylor Ridge Paving & Construction of Andalusia, Illinois in the amount of \$218,328.88, CIP #35062. [Ward 7]
13. Resolution accepting work completed under the West Lombard Court Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$217,984.90, CIP

#35062. [Ward 1]

14. Resolution accepting work completed under the CY 2025 Pedestrian Curb Ramp Retrofit Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$166,391, CIP #35066. [All Wards]
15. Resolution awarding a contract for the Occupational Health and Wellness Clinic project to Bush Construction Company, Inc of Davenport, Iowa in the amount of \$738,680, CIP #60042. [Ward 7]
16. Resolution awarding a contract for engineering services for the PROTECT | Mound and River Drive Flood Mitigation project to HR Green, Inc of Cedar Rapids, Iowa for an amount not to exceed \$251,872.07, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 5]
17. Resolutions approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for a temporary construction easement associated with the PROTECT | 2nd and Gaines Flood Mitigation project, CIP #35067. [Ward 3]
18. Resolution approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | Marquette and 2nd Flood Mitigation project, CIP #68025. [Ward 4]
19. Resolution approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | 3rd and LeClaire project, CIP #35067. [Ward 3]
20. Resolution approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the Eastern Avenue Over Goose Creek Bridge Replacement project, CIP #21012. [Wards 6 & 7]
21. Resolutions approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for temporary construction easements associated with the West Central Park (Fairmount Street to Lincoln Avenue) Reconstruction project, CIP #35064. [Wards 2 & 4]
22. Preliminary Resolution for the 2026 Alley Cost Share Program. [Wards 4 & 5]
23. Resolution setting a Public Hearing on establishing a public utility easement on City-owned property located east of Eastern Avenue and north of East 29th Street (Parcel D0001-02A). [Ward 7]
24. Resolution authorizing the conveyance of City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner. [Ward 5]

25. Resolution awarding a five-year contract for employee benefit brokerage consulting services to AssuredPartners of Davenport, Iowa for an amount not to exceed \$60,000 annually. [All Wards]
26. Resolution ratifying the Behavioral Health Services Agreement with the Iowa Primary Care Association (Iowa PCA) to provide funding for a Crisis Intervention Officer. [All Wards]
27. Resolution approving a one-year Co-Responder Services Agreement, with one optional one-year renewal, with Vera French Community Health Center in an amount not to exceed \$200,000. [All Wards]
28. Resolution approving the Small Community-Oriented Renewal and Enhancement (SCORE) Program and authorizing the City Administrator to administer and execute program purchases. [All Wards]
29. Resolution approving the reallocation of a portion of the local sales and service tax revenue designated for capital improvements to Parks Operations. [All Wards]
30. Resolution of agreement and support for Hot Glass, Inc's fundraising efforts for a public art display at Main Street Landing. [Ward 3]
31. Motion approving beer and liquor license applications.

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

Ward 3

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) — 200 East 3rd Street - License Type: Class C Liquor (On-Premises)

Ward 6

Steel Plow Burger (Steel Plow Burger II, LLC) — 1430 East 52nd Street #3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Hy-Vee Food & Drugstore #3 (Hy-Vee, Inc) — 1823 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

32. Motion approving Change Order #1 in the amount of \$81,000 to Naviant of Verona, Wisconsin for the Managed Services Agreement for OnBase support and maintenance. [All Wards]
33. Motion approving a contract with The Salvation Army in the amount of \$100,000 to support its housing and homelessness initiatives in Davenport. [Ward 5]
34. Motion approving a contract with Project Renewal in the amount of \$100,000 to support the second phase of their Youth Program Expansion and Renovation project. [Ward 3]

35. Motion approving the purchase of 140 ballistic helmets and chin straps from Team Wendy of Cleveland, Ohio in the amount of \$89,896.08, CIP #63026. [All Wards]

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

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

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

XIII. Final Comments from Council Members and the Mayor

XIV. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council meeting minutes for November 25, 2025.

Action / Date

12/10/2025

Attachments:

1. 112525 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Tuesday, November 25, 2025

The City Council of Davenport, Iowa met in regular session on Tuesday, November 25, 2025, at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa, with Mayor Matson presiding and all Aldermen present except Gripp and Lynch (*In person*: R. Dunn, Reinartz, Newton, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Kelly and Meginnis).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderman Reinartz

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council meeting minutes for November 12, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for November 19, 2025.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, November 19, 2025 -- The Davenport City Council met in Committee of the Whole at 5:31 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Kelly. Upon the roll being called, all Aldermen were present (*In person*: R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Lynch).

The following Public Hearing was held: **Community Development**: 1. 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.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development**: Alderman Gripp reviewed all items listed. On motion by Alderman Reinartz, seconded by Alderman Jobgen item #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 and item #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, moved to the Discussion Agenda and the remaining item moved to the Consent Agenda. **Public Safety**: Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, seconded by Alderwoman Meginnis all items moved to the Consent Agenda. **Public Works**: Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, seconded by Alderwoman Burkholder item #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, moved to the Discussion

Agenda and all other items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed all items listed. A motion was moved by Alderman R. Dunn and seconded by Alderman Jobgen to postpone item #4, Resolution approving the Agreement and Release from the Estate of James W. Victor, for one cycle. Upon the roll being called, all Aldermen present voted aye and the item was postponed for one cycle and will appear on the December 3, 2025, Committee of the Whole agenda. On motion by Alderwoman Burkholder, second by Alderman Jobgen all other items moved to the Consent Agenda.

Council adjourned at **6:19 p.m.**

VIII. Appointments, Proclamations, Etc.

A. Appointments

APPROVED 2025-477

1. Civil Rights Commission

- Charlene Upchurch-Taylor (re-appointment)
- Frank Holley (re-appointment)

IX. Petitions and Communications from Council Members and the Mayor

X. Individual Approval of Items on the Discussion Agenda

1. *On motion by Alderman Jobgen, seconded by Alderman Reinartz and all Aldermen present voting aye, the following Ordinance moved to third consideration.*

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]

MOVED TO THIRD CONSIDERATION

2. *On motion by Alderman Reinartz, seconded by Alderman R. Dunn and all Aldermen present voting aye, the following Ordinance moved to second consideration.*

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]

MOVED TO SECOND CONSIDERATION

3. *On motion by Alderman Reinartz, seconded by Alderman Jobgen and all Aldermen present voting aye, the following Resolution was adopted.*

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]

ADOPTED 2025-478

XI. Approval of All Items on the Consent Agenda

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

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]

ADOPTED 2025-479

ORDINANCE NO. **2025-479**

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.

Adopted 11/25/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

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] **ADOPTED 2025-480**

ORDINANCE NO. **2025-480**

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" of 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.

Adopted 11/25/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

3. 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]

MOVED TO THIRD CONSIDERATION

4. 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]

MOVED TO THIRD CONSIDERATION

5. 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]

ADOPTED 2025-481

6. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events. **ADOPTED 2025-482**

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]

7. 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] **ADOPTED 2025-483**

8. 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] **ADOPTED 2025-484**

9. 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] **ADOPTED 2025-485**

10. Resolution adopting and approving tax compliance procedures relating to tax-exempt bonds. [All Wards] **ADOPTED 2025-486**

11. 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] **ADOPTED 2025-487**

12. Motion approving beer and liquor license applications. **PASSED 2025-488**

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)

13. 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]

PASSED 2025-489

14. 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]

PASSED 2025-490

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

PASSED 2025-491

XII. Other Ordinances, Resolutions and Motions

XIII. Public with Business

XIV. Final Comments from Council Members and the Mayor

XV. Executive Session

*On motion by Alderwoman Newton, seconded by Alderman Reinartz and all Aldermen present voting aye, Council recessed to Executive Session at **5:51 p.m.** to discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c). Council reconvened in Executive Session at **5:56 p.m.** with Mayor Matson and all Aldermen present except Gripp, Kelly, Lynch, and Meginnis (Burkholder, R. Dunn, T. Dunn, Jobgen, Newton, and Reinartz). Others present included Corporation Counsel Sam Huff, Interim City Administrator Tim Gleason, and Deputy City Clerk Brian Krup. On motion by Alderwoman Newton, seconded by Alderman Reinartz, Council returned to open session at **6:14 p.m.** On motion by Alderman R. Dunn, seconded by Alderman Reinartz, Council adjourned at **6:14 p.m.***

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the Report on Committee of the Whole for December 3, 2025.

Action / Date
12/10/2025

Attachments:

1. 120325 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, December 3, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Gripp. Upon the roll being called, all Aldermen were present (R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, Lynch, T. Dunn, Jobgen, and Burkholder).

The following Public Hearing was held: **Finance:** 1. on the proposed conveyance of City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. A motion was moved by Alderman Kelly and seconded by Alderwoman Newton to postpone item #1, Third Consideration: Ordinance for Case ORD25-02 being the request of the City of Davenport to amend Title 17 entitled "Zoning" of the Municipal Code of Davenport, Iowa regarding solar farms as a principal use and freestanding solar panels as an accessory use, until the West Davenport Land Use Study is completed, anticipated for spring 2026. Upon the roll being called, all Aldermen present voted aye except Gripp and the item was postponed. On motion by Alderman Reinartz, second by Alderman Jobgen item #2, Second 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, moved to the Discussion Agenda and the remaining item moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, seconded by Alderwoman Meginnis all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, seconded by Alderwoman Meginnis all items moved to the Consent Agenda. Council recessed for a break at **7:12 p.m.** and reconvened at **7:22 p.m.** **Finance:** Alderwoman Newton reviewed all items listed. A motion was moved by Alderwoman Lynch and seconded by Alderman R. Dunn to amend item #7, Resolution approving the Small Community-Oriented Renewal and Enhancement (SCORE) Program and authorizing the City Administrator to administer and execute program purchases, to add the following provision: "The SCORE Program will replace CISP effective January 1, 2026. Any remaining unspent CISP funds will roll into the SCORE Program and must meet the SCORE Program criteria." Upon the roll being called, all Aldermen present voted aye, and the Resolution was amended. A motion was moved by Alderman Gripp and seconded by Alderman Kelly to amend the contract amount to \$100,000 for item #12, Motion approving a contract with The Salvation Army in the amount of \$50,000 to support its housing and homelessness initiatives in Davenport. Upon the roll being called, all Aldermen present voted aye, and the Motion was amended. A motion was moved by Alderman Kelly and seconded by Alderman Reinartz to amend the contract amount to \$100,000 for item #13, Motion approving a contract with Project Renewal in

the amount of \$50,000 to support the second phase of their Youth Program Expansion and Renovation project. Upon the roll being called, all Aldermen present voted aye, and the Motion was amended. On motion by Alderwoman Lynch, seconded by Alderman R. Dunn item #8, Resolution approving the Agreement and Release from the Estate of James W. Victor, moved to the Discussion Agenda and all other items moved to the Consent Agenda.

On motion by Alderwoman Newton, seconded by Alderwoman Meginnis and all Aldermen present voting aye, Council recessed to Executive Session at **9:10 p.m.** to evaluate the performance of an individual in closed session as requested by that individual pursuant to Iowa Code Section 21.5(1)(i). Council reconvened in Executive Session at **9:19 p.m.** with all Aldermen present (Burkholder, R. Dunn, T. Dunn, Gripp, Jobgen, Kelly, Lynch, Meginnis, Newton, and Reinartz). Also present were Human Resources Director Alison Fleming and Interim City Administrator Tim Gleason. On motion by Alderwoman Meginnis and seconded by Alderwoman Lynch, Council returned to open session at **10:02 p.m.** On motion by Alderwoman Newton and seconded by Alderwoman Burkholder, Council adjourned at **10:03 p.m.**

City of Davenport

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

Action / Date
12/10/2025

Subject:

Second 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)

APPLICANT INFORMATION		DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
Applicant Name Company Name Leveraged Holdings LLC			09/18/2025	
Address 5167 Utica Ridge Road		ZONING CODE HEADINGS & SECTION NUMBERS IMPACTED 17.05.020; 17.08; Table 17.08-1; *See Addendum		
City State Zip Davenport IA 52807		REASON FOR ZONING CODE TEXT CHANGE Allow Wholesale Establishment as Permitted Use in C-3 Zoning District		
Phone [REDACTED]		EXISTING ZONING CODE LANGUAGE TO BE CHANGED C-3 zoning appears to restrict Wholesale Establishment		
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 [Signature] 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		COMPLETE SUBMITTALS SHALL INCLUDE: SUBMITTED		
Address 5167 Utica Ridge Road		Existing & Proposed Text, as a .PDF, if preferred ☐		
Phone [REDACTED]		Authorization to Act as Applicant, if necessary ☐		
Secondary Phone [REDACTED]		Application Fee: (REQUIRED) \$400* ☐ * plus Scott County Recording Office fees at a later date		
E-Mail Address [REDACTED]				
Attorney/Other Thomas J. Pastrnak		PROCEDURE SHALL BE AS STATED IN §17.14.040		
Address 313 W. 3rd Street Davenport, IA 52801		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.		
Phone [REDACTED]		Submit this form to Planning Staff at: planning@davenportiowa.com or contact staff with any questions or requests for additional information.		
Secondary Phone [REDACTED]				
E-Mail Address [REDACTED]				

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

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.*

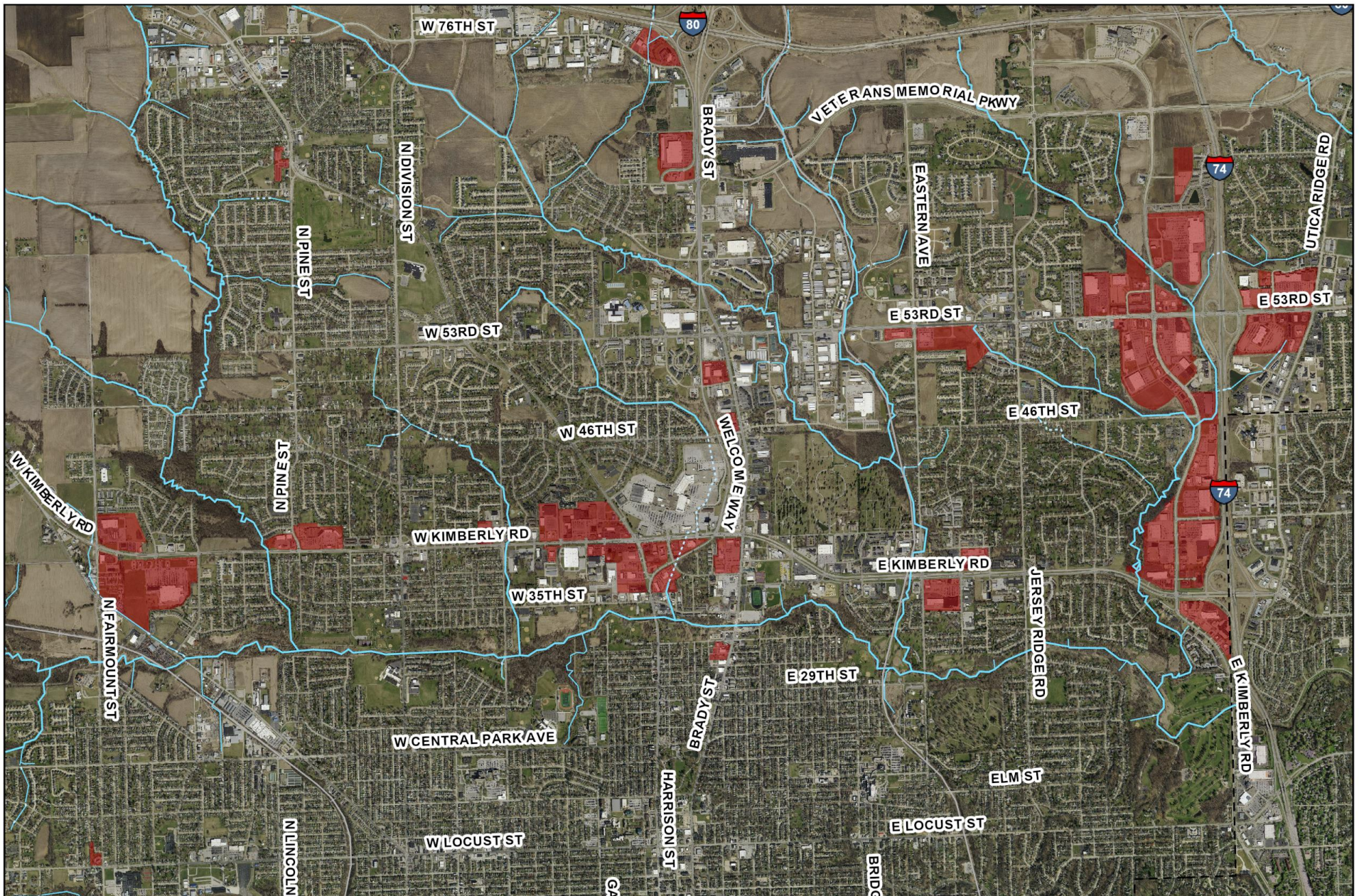
Proposed Table 17.08 – 1 Use Matrix

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

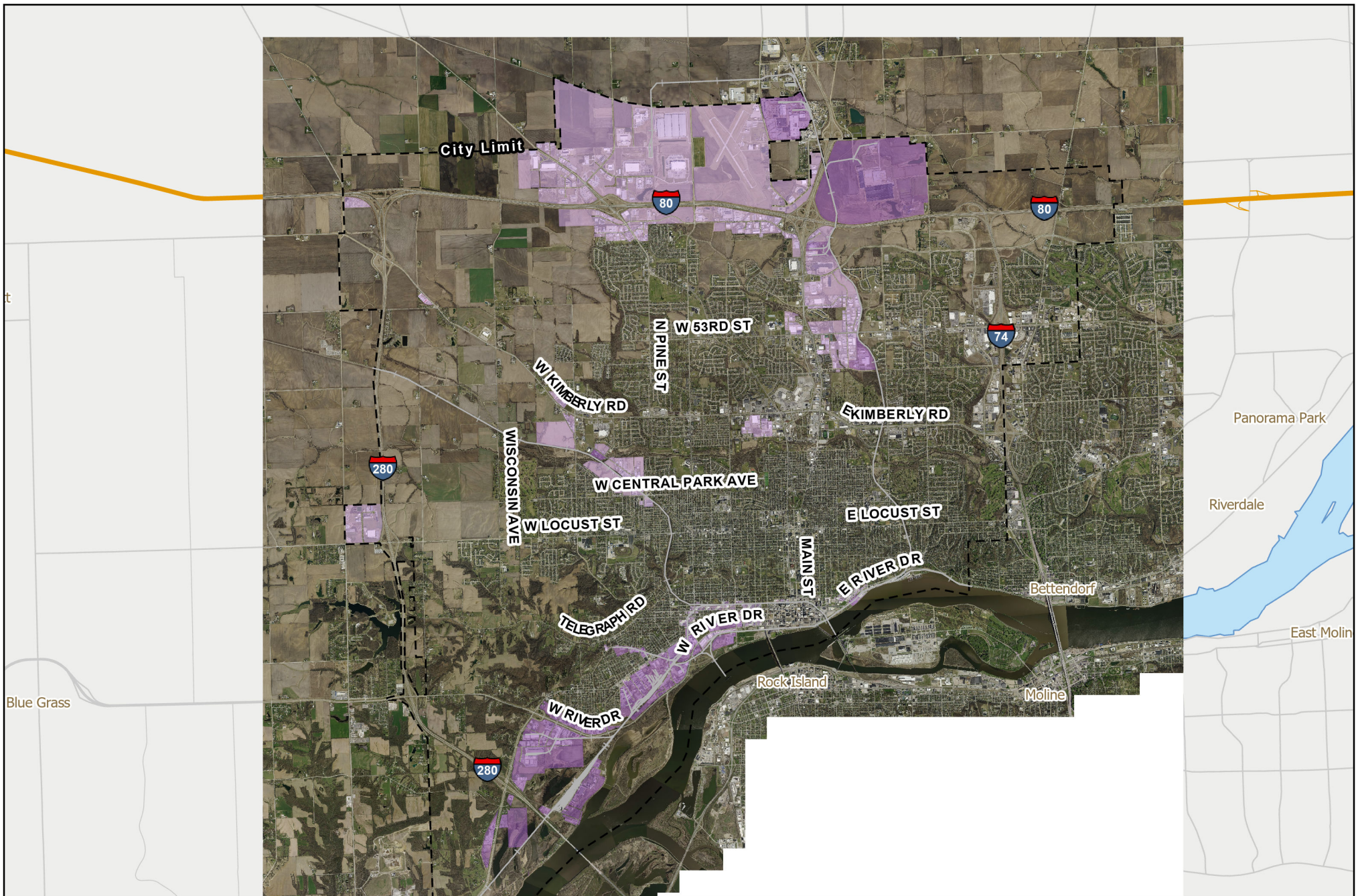
Zoning Districts

- C-3 General Commercial Zoning District

C-3 Zone Overview Map

0 0.5 1
Miles





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



ZONING

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

DAVENPORT CODE

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					P					
Industrial - Light												P				P	P	P				
Industrial Design								P	P	P		P	P		P	P	P	P				

ZONING

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	

DAVENPORT CODE

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: Legal

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

Action / Date

12/10/2025

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:

Attest:

Mike Matson
Mayor

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: _____

Thomas C. Victor, Executor

By: _____

Name:

Title:

CHARITABLE GIFT AGREEMENT

20th THIS CHARITABLE GIFT AGREEMENT ("Agreement") is made and entered into this 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.

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

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 teamLab 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

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.

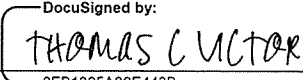
2.4 Assignment. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

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: 
0EB1825A88E443B...
Thomas C. Victor, Executor

FIGGE ART MUSEUM

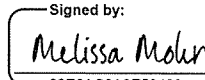
By: 
93E6AC8A0E50423...
Name: Melissa Mohr
Title: Executive Director & CEO



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

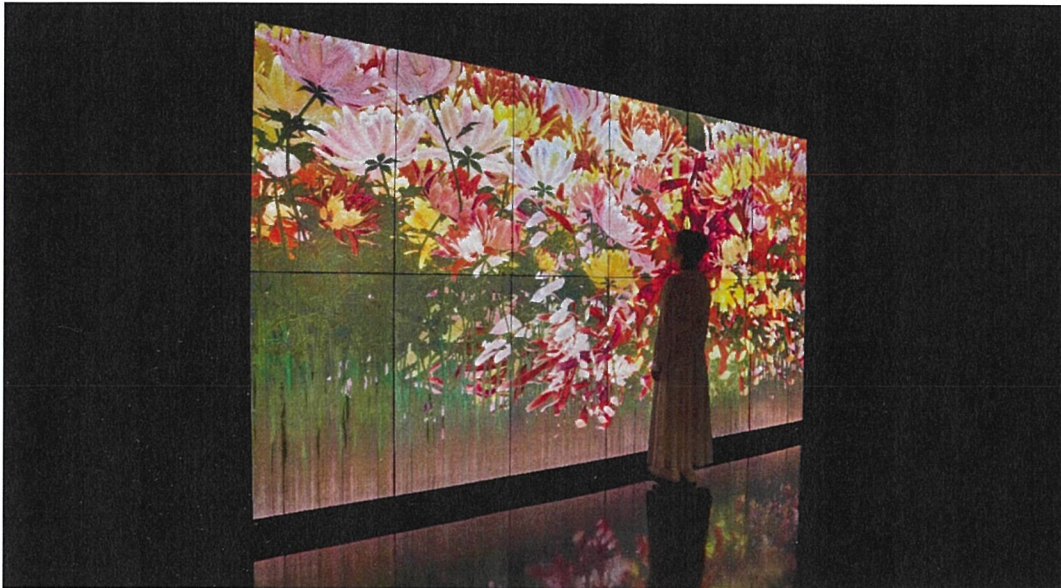
Sound: Hideaki Takahashi

Edition of 6 + 2 APs

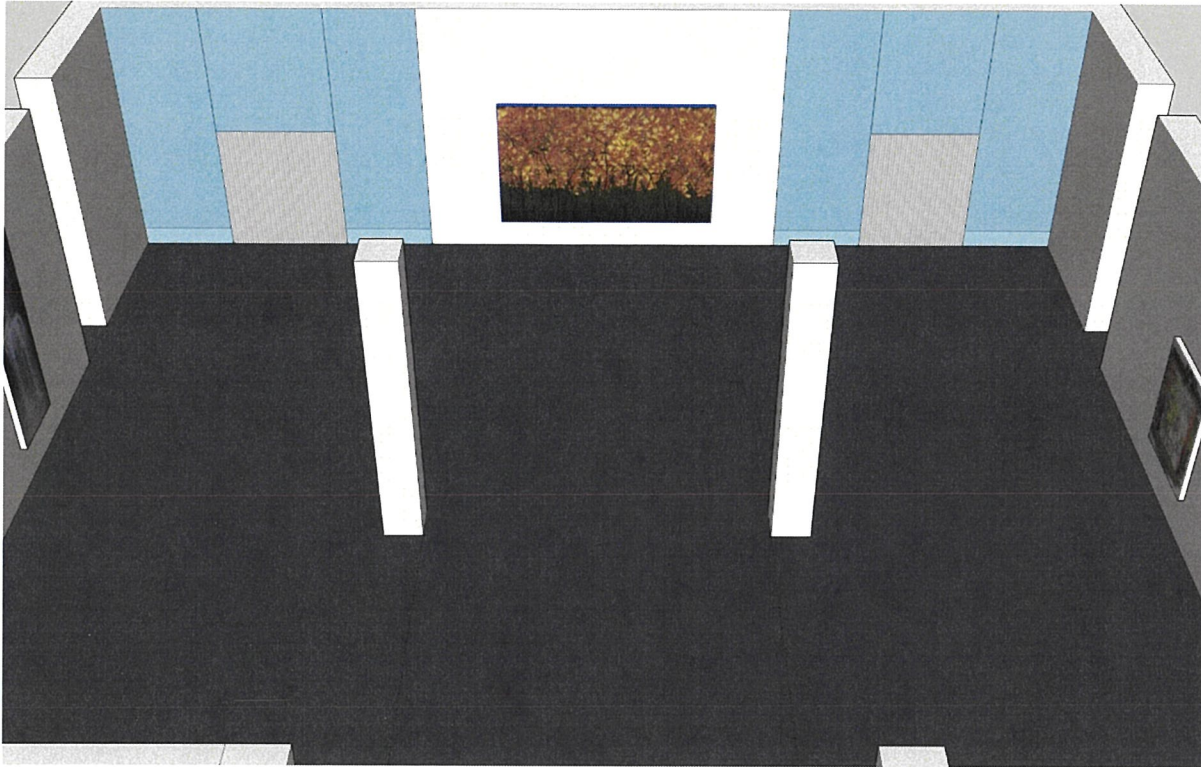
No. 85571

[Video Link](#)

Price: USD 400,000 (+ equipment costs of USD 88,000)



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.

PACE

Figge Art Museum
225 West Second Street
Davenport, Iowa, 52801

The Pace Gallery LLC
2025-04-09
PFNY10416
PROFORMA INVOICE

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

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

P A C E

Figge Art Museum
225 West Second Street
Davenport, Iowa, 52801

The Pace Gallery LLC
2025-04-09
PFNY10416
PROFORMA INVOICE

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

Action / Date
12/10/2025

Subject:

Third 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 anesthesia, 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

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.

- 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.

- 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

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

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.

- 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

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

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 United States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;
- B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code § 717B.5 as amended;

- C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code § 717B.4, as amended;
- D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa § Code 717B.4, as amended.

6.04.080. Removal of excrement. [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.

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

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

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

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.

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:

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

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

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.

- 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.

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*.

~~E.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.

~~E.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 United States, including Article 1, Section 8 of the Constitution of the State of Iowa and the Fourth Amendment to the Constitution of the United States;
- B. If an animal is rescued pursuant to this section, the City shall provide for the maintenance of the threatened animal at a licensed shelter or through a contract with an animal care provider. The City or designee shall post a notice in a conspicuous place at the location where the animal was rescued. The notice shall state that the animal has been rescued by the City pursuant to this section and Iowa Code 717B.5 as amended;
- C. The animal shall be subject to disposition as required by a court pursuant to Iowa Code 717B.4, as amended;
- D. The disposition of a threatened animal rescued by the City shall occur as provided in Iowa Code 717B.4, as amended.

6.04.080. Removal of excrement.

- A. An owner or custodian of any animal shall keep all structures, pens, coops, or yards wherein an animal is confined clean and free from excrement and the odor arising from excrement. Such area shall also be clean and free of vermin and any thing that is likely to become putrid, offensive, or injurious to health. An area, structure, pen, coop, or yard not maintained in a clean and sanitary condition may be declared a public nuisance 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 released to the owner or their representative. However, if the declaration remains in effect and the owner does not seek a review by the district court, the City of Davenport or its designee shall proceed with the disposition of the animal in accordance with the policies of the organization providing shelter services.
- J. Orders and declarations concerning dangerous dogs issued by the City of Davenport or its designee may be appealed through the administrative appeal procedure set forth in Section 6.04.165 of this Code.

- K. Any dog alleged to be dangerous and held under impoundment or quarantine shall not be released to the owner but shall remain confined at the owner's expense until the outcome of the hearing is determined. If the dog is deemed dangerous, all costs associated with its impoundment or quarantine shall be the responsibility of the owner. If the Animal Hearing Commission after a full and complete hearing determines the animal should not be deemed dangerous, all costs of the impoundment and/or quarantine will be the responsibility of the City of Davenport.
- L. Failure to comply with an order issued by the City of Davenport or its designee under this section whether not appeal or upheld on appeal shall constitute a misdemeanor offense. A violation of any of the provisions of this section may be charged as a simple misdemeanor offense. Additionally, any animal control or police officer shall have the right to seize and impound the animal if any of the conditions and specifications established by this section are not being met.

6.04.115. Security service dogs.

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

section. A violation of this section may be charged as a simple misdemeanor.

- F. Every handler or owner of a security service dog shall see to it that such animal wears a clearly visible tag approved by the City or its agent at all times it is within the City unless the dog is performing a security service which requires not wearing a tag in order to perform the service safely. Such tag shall have stamped thereon "Security Service Dog, Tag No., City of Davenport," and the year the tag was issued for. Lost or stolen tags shall be immediately reported to the City or its agent and shall be replaced by the City or its agent at the cost provided for other tags as stated in this chapter.
- G. Any security service dog service or handler that sells or otherwise transfers ownership of any security service dog shall, not less than 10 days after the transfer, file a report with the City or its agent containing the name and address of the person to whom such dog was transferred, a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- H. Any person whose security service dog is lost or stolen or whose dog has died shall, within 24 hours of the loss or theft, or within 10 days of the death, file a report with the City or its agent containing a description and identification tag number of the dog, and any other information the City or its agent deems necessary.
- I. A security service dog, properly registered as required by this section, in the custody and control of a licensed security service dog service or handler, shall not be declared to be a dangerous or vicious dog, provided that at the time of attack said dog was under the direct supervision of a security service dog service or licensed handler.

6.04.120. Damage to property.

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

6.04.130. ~~Barking dogs~~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.



Management Update

- City and Humane Society of Scott County Task Force

November 4, 2025 | City Hall

Overview

- 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



- FY 2025 Agreement included \$50,000 fundraising investment
- Consultant selected to perform:
 - Development Audit
 - Capital Campaign Feasibility Study
- Completed in March 2025

Outcomes

- 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

- 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

- 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

- 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?

- 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?

FY 2025 Intake Type	Cats & Kittens
Total	2,358
Davenport	1,678
Surrendered	208 (12.4%)
Stray	1,403 (83.6%)



Community Cats

- 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

- Current:
 - Code requires cats running at large to be impounded
 - TNR or returning a cat outdoors is not currently permitted by ordinance

Community Cats

- 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

- 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

- 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

- 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

- 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
Contact Info: Sam Huff | 563-326-7735 |

Action / Date
12/10/2025

Subject:

Third 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

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.

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.

C. Hunting and Firearms-

1. Prohibited Actions. Except as permitted in this section, no person in a park shall:

- 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.
- Discharge or use any firearm, unless specifically authorized by state law, and except as permitted under Subsection 2.
- 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:

- 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.
 - 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.
 - 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.
- ~~0.5. 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.~~

D. 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

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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

City of Davenport

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

Action / Date
12/10/2025

Subject:

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

Recommendation:

Adopt the Ordinance.

Background:

When earlier studies were conducted to determine the appropriate traffic control for the conversion of 3rd Street from one-way to two-way traffic, the intersection of East 3rd Street and LeClaire Street was recommended to remain a two-way stop. Following the recent conversion to two-way traffic, staff collected new traffic counts at this intersection. The updated data show that traffic volumes on LeClaire Street have increased by approximately 60% compared to previous counts.

This increase appears to be influenced by changes in travel patterns following the completion of the roundabout at the Government Bridge, as well as by fewer federal employees working remotely. Based on the new volumes, the intersection now meets the warrants for an all-way stop.

Staff recommends installing a four-way stop at East 3rd Street and LeClaire Street.

Attachments:

1. Ordinance

ORDINANCE NO. _____

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

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

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

East 3rd Street and LeClaire 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
Contact Info: Gary Statz | 563-326-7754

Action / Date
12/10/2025

Subject:

First Consideration: Ordinance amending Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding West 83rd Street from Northwest Boulevard to its western terminus as a 30-mph speed zone. [Ward 2]

Recommendation:

Adopt the Ordinance.

Background:

West 83rd Street is a 41-foot-wide roadway located within an industrial area in northwest Davenport. Historically, no regulatory speed limit has been posted along this corridor.

The most recent extension of West 83rd Street from Fairmount Street to North Zenith Avenue was designed and constructed for 30 mph speed. Applying a posted speed limit that reflects this design speed would help establish consistent and predictable travel speeds along the entire corridor. This update will formalize an appropriate and design-supported speed limit on a corridor where none has previously been posted, improving clarity and safety for all users.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VI SPEED LIMITS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING WEST 83RD STREET TO ITS TERMINUS AS A 30-MPH SPEED ZONE.

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

Section 1. That Schedule VI Speed Limits of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following as a 30-mph speed zone.

West 83rd Street from Northwest Boulevard to its terminus.

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

Action / Date
12/10/2025

Subject:

Resolution of support for the submission of an application to the State of Iowa High Quality Jobs program through a partial property tax exemption for improvements to a manufacturing facility, Electro Freeze, H.C. Duke and Sons, LLC, Petitioner. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

Electro Freeze, a division of H.C. Duke & Sons, LLC, is a global leader in frozen treat equipment. For more than 107 years, the company has been a valued manufacturer in the Quad Cities. Electro Freeze has approximately 169 employees and is currently based in East Moline. In 2003, H.C. Duke & Sons was acquired by the Ali Group, an international food service equipment manufacturer. Today, Electro Freeze serves customers worldwide through a robust distributor network spanning North America, Europe, the Middle East, Africa, Asia, and Australia.

Having exceeded the capacity of its current facility, Electro Freeze requires additional manufacturing space to meet increasing order volume and ensure continued operational efficiency. Electro Freeze is evaluating potential improvements to an existing manufacturing facility located at 8440 North Zenith Avenue in Davenport. The company is currently conducting due diligence on the site and exploring incentive opportunities.

The project is seeking financing assistance through the State of Iowa High Quality Jobs program, which is administered by the Iowa Economic Development Authority. As part of the Company's application to the State, the City is required to approve and provide a Resolution of support detailing the financial incentive.

Proposed Project Overview

- **Estimated capital investment:** \$16.3 million
- **Construction Improvements:** Upgrades to approximately 300,000 square feet of manufacturing and office space
- **Job Creation:** 83 new positions

The City's support for the project will be provided through the Urban Revitalization Tax Exemption program. The building owner will apply for the exemption during the standard application period in February of next year. In addition, the existing partial property tax savings associated with the property will be passed along to the company through the lease.

Adoption of this Resolution confirms the following:

1. Approval of City participation in the project with the support of Electro Freeze, a division

of H.C. Duke & Sons, LLC, High Quality Jobs Program application.

2. Authorizes the Mayor to sign the High Quality Jobs Program application and, pending approval of the project application by the Iowa Economic Development Authority Board, the associated High Quality Jobs contractual agreements for Electro Freeze, a division of H.C. Duke & Sons, LLC.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION of support for the submission of an application to the State of Iowa High Quality Jobs Program through a partial property tax exemption for improvements to a manufacturing facility (Electro Freeze, H.C. Duke and Sons, LLC, Petitioner).

WHEREAS, the project will have a capital investment of approximately \$16.3 million and involve upgrades to approximately 300,000 square feet of manufacturing and office space at 8440 North Zenith Avenue in Davenport; and

WHEREAS, the company is conducting a site selection effort to choose a location to grow their business; and

WHEREAS, the project involves the retention of approximately 169 employees and the creation of 83 new positions; and

WHEREAS, the State of Iowa High Quality Jobs program requires the City to adopt a resolution supporting Electro Freeze's application and identify the type of City support; and

WHEREAS, the building location is within the City's Urban Revitalization Tax Exemption Program area, and the building owner will apply for the exemption during the standard application period in February.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that support Electro Freeze, H.C. Duke and Sons, LLC is hereby fully supported in submitting an application to the State of Iowa High Quality Jobs program through a partial tax exemption for improvements to a manufacturing facility.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the East Locust Street (Grand Avenue to Eastern Avenue) Rehabilitation project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$1,370,465.21, CIP #35061. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

This project was substantially completed in CY 2024, with signals and sod finish work being completed in CY 2025. The scope of work for the project included: the replacement of 15 brick sanitary sewer manholes, the replacement of traffic signals at the intersection of E. Locust and Grand Avenue, and upgrades to the pedestrian crossing equipment at the intersection of E. Locust and Bridge Avenue along with asphalt mill and overlay, curb repairs, and ADA-compliant sidewalks at many street and alley intersecting corners.

The total project cost was \$1,370,465.21 and was budgeted in CIP #35061.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the East Locust Street (Grand Avenue to Eastern Avenue) Rehabilitation project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$1,370,465.21, CIP #35061.

WHEREAS, the City entered into a contract with Hawkeye Paving Corporation of Davenport, Iowa for the East Locust Street (Grand Avenue to Eastern Avenue) Rehabilitation 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 \$1,370,465.21.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the East Locust Street (Grand Avenue to Eastern Avenue) Rehabilitation project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$1,370,465.21 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Zach Peterson | 563-328-6709

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the Emeis Park Phase II | Adaptive and Inclusive Playground project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$677,694.27, CIP #ARP10. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The installation of a new adaptive and inclusive playground at Emeis Park was approved as part of the ARPA-funded capital improvement recommendations. Work under this contract included site demolition and clearing, earthwork, installation of playground equipment, concrete paving, installation of poured-in-place safety surfacing, and site restoration. Play equipment was purchased via a separate contract.

Funding for this contract was from CIP #ARP10 | Neighborhood Parks - Play Features.

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 Emeis Park Phase II | Adaptive and Inclusive Playground project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$677,694.27, CIP #ARP10.

WHEREAS, the City entered into a contract with Hawkeye Paving Corporation of Davenport, Iowa for the Emeis Park Phase II | Adaptive and Inclusive Playground project; and

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

WHEREAS, the final cost of the contract was \$677,694.27.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Emeis Park Phase II | Adaptive and Inclusive Playground project by Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$677,694.27 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the Bus Barn Charging project by Rock River Electric, Inc of Colona, Illinois in the amount of \$385,802, CIP #24035. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

This project extended sufficient electric power from Public Works' main switch gear to the Bus Barn to feed three new bus charging stations inside of the bus barn building. Charging equipment provides the capacity to charge up to six electric buses simultaneously. Funding was through a combination of Federal Transportation Administration maintenance funds and general obligation bonds.

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 Bus Barn Charging project by Rock River Electric, Inc of Colona, Illinois in the amount of \$385,802, CIP #24035.

WHEREAS, the City entered into a contract with Rock River Electric, Inc of Colona, Illinois for the Bus Barn Charging 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 \$385,802.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Bus Barn Charging project by Rock River Electric, Inc of Colona, Illinois in the amount of \$385,802 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the Ridgeview Drive (Cedar Street to Pacific Street) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$376,605.67, CIP #35061. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

This project reconstructed Ridgeview Drive from Cedar Street to Pacific Street. Work included new paving, curbs, sidewalks, ADA ramps, drive approaches, and signage.

The total cost of the project was \$374,921.78 which was budgeted in CIP #35061.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the Ridgeview Drive (Cedar Street to Pacific Street) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$374,921.78, CIP #35061.

WHEREAS, the City entered into a contract with Five Cities Construction Company of Coal Valley, Illinois for the Ridgeview Drive (Cedar Street to Pacific 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.

WHEREAS, the final cost for the project was \$374,921.78.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Ridgeview Drive (Cedar Street to Pacific Street) Reconstruction project by Five Cities Construction Company of Coal Valley, Illinois in the amount of \$374,921.78 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the 2025 Sidewalk and ADA Ramp Program by Kelly Construction of Davenport, Iowa in the amount of \$349,897.54, CIP #28024 & 28028. [Wards 1, 2, 4, 5, 6, 7, & 8]

Recommendation:

Adopt the Resolution.

Background:

This program is a combination of the annual sidewalk and ADA ramp repair contracts, including the residential cost share program, repair of sidewalks that generated complaints, removal and replacement of sidewalks where boulevard trees had cause non-compliance, and repair or installation of ADA ramps throughout the city. Contracts were awarded to three separate contractors and each bid contained pricing for two years (optional renewable contract if funding allows and both parties agree).

Kelly Construction was one of the awarded contractors. In 2025, Kelly Construction completed \$349,897.54 worth of work at 102 distinct address locations.

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 2025 Sidewalk and ADA Ramp Program by Kelly Construction of Davenport, Iowa in the amount of \$349,897.54, CIP #28024 & #28028.

WHEREAS, the City entered into a contract with Kelly Construction of Davenport, Iowa for the 2025 Sidewalk and ADA Ramp Program; and

WHEREAS, this is a one-year contract renewable for one additional year if both parties agree; and

WHEREAS, sidewalks, curbs, and curb ramps at 102 unique address locations were repaired or replaced; 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 for Year 1 of the contract was \$349,897.54.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the 2025 Sidewalk and ADA Ramp Program by Kelly Construction of Davenport, Iowa in the amount of \$349,897.54 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the 2025 Sidewalk and ADA Ramp Repair Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$240,788.27, CIP #28024 & #28028. [Wards 3, 4, 5, & 6]

Recommendation:

Adopt the Resolution.

Background:

This program is a combination of the annual sidewalk and ADA ramp repair contracts, including the residential cost share program, repair of sidewalks that generated complaints, removal and replacement of sidewalks where boulevard trees had cause non-compliance, and repair or installation of ADA ramps throughout the city. Contracts were awarded to three separate contractors and each bid contained pricing for two years (optional renewable contract if funding allows and both parties agree).

Leveraged Services LLC was one of the awarded contractors. In 2025, Leveraged Services completed \$240,788.27 worth of work at 72 distinct address locations.

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 2025 Sidewalk and ADA Ramp Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$240,788.27, CIP #28024 & #28028.

WHEREAS, the City entered into a contract with Leveraged Services, LLC of Bettendorf, Iowa for the 2025 Sidewalk and ADA Ramp Program; and

WHEREAS, this is a one-year contract renewable for one additional year if both parties agree; and

WHEREAS, sidewalks, curbs, and curb ramps at 72 unique address locations were repaired or replaced; 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 for Year 1 of the contract was \$240,788.27.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the 2025 Sidewalk and ADA Ramp Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$240,788.27 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project by Taylor Ridge Paving & Construction of Andalusia, Illinois in the amount of \$218,328.88, CIP #35062. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

This project was completed on East Dubuque Street between East 29th Street and East 32nd Street. The project consisted of asphalt milling and overlay, ADA-compliant curb ramps, roadway patching, and curb and gutter repairs.

The total cost of the contract was \$218,328.88 and was 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 Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project by Taylor Ridge Paving & Construction of Andalusia, Illinois in the amount of \$218,328.88, CIP #35062.

WHEREAS, the City entered into a contract with Taylor Ridge Paving & Construction of Andalusia, Illinois for the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay 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 \$218,328.88.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Dubuque Street (East 29th Street to East 32nd Street) Mill and Overlay project by Taylor Ridge Paving & Construction of Andalusia, Illinois in the amount of \$218,328.88 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the West Lombard Court Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$217,984.90, CIP #35062. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The deteriorated condition of the West Lombard Court pavement required the removal and replacement of the concrete roadway along with installation of rock base and underdrains. Concrete driveway aprons were also removed and replaced.

The total cost of the project was \$217,984.90 which was 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 West Lombard Court Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$217,984.90, CIP #35062.

WHEREAS, the City entered into a contract with Ihrig Works, LLC of Long Grove, Iowa for the West Lombard Court Reconstruction project; and

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

WHEREAS, the final cost of the contract was \$217,984.90.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the West Lombard Court Reconstruction project by Ihrig Works, LLC of Long Grove, Iowa in the amount of \$217,984.90 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Ron Hocker | 563-327-5169

Action / Date
12/10/2025

Subject:

Resolution accepting work completed under the CY 2025 Pedestrian Curb Ramp Retrofit Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$166,391, CIP #35066. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Sidewalks at intersections altered by the City's in-house asphalt resurfacing crew must be retrofitted to bring them into compliance with the Americans with Disabilities Act and Public Right-of-Way Accessibility Guidelines codes. This program is to retrofit pedestrian curb ramps by contract.

All work performed under this contract has been satisfactorily completed by Leveraged Services, LLC of Bettendorf, Iowa with a final cost of \$166,391 budgeted in CIP #35066.

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 CY 2025 Pedestrian Curb Ramp Retrofit Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$166,391, CIP #35066.

WHEREAS, the City entered into a contract with Leveraged Services, LLC of Bettendorf, Iowa for the CY 2025 Pedestrian Curb Ramp Retrofit Program; and

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

WHEREAS, the final cost of the contract was \$166,391.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that work completed under the CY 2025 Pedestrian Curb Ramp Retrofit Program by Leveraged Services, LLC of Bettendorf, Iowa in the amount of \$166,391 is hereby accepted.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution awarding a contract for the Occupational Health and Wellness Clinic project to Bush Construction Company, Inc of Davenport, Iowa in the amount of \$738,680, CIP #60042. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on October 21, 2025, and sent to contractors. On November 17, 2025, the Purchasing Division opened and read nine (9) bids. The architect consultant for the project and City staff reviewed the project requirements and scope with the lowest bidder. Bush Construction Company, Inc of Davenport, Iowa was determined to be the lowest responsive and responsible bidder and is recommended for award.

The project consists of the renovation of the existing CitiBus Transit offices into the City of Davenport's Occupational Health and Wellness Clinic. The project includes the addition of offices, exam rooms, restrooms, a PT room, a conference room, and a new waiting and reception area as well as other accessory spaces.

This contract is funded through CIP #60042 | Total Wellness Center.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Occupational Health and Wellness Clinic project to Bush Construction Company, Inc of Davenport, Iowa in the amount of \$738,680, CIP #60042.

WHEREAS, the City needs to contract for the Occupational Health and Wellness Clinic project; and

WHEREAS, Bush Construction Company, Inc of Davenport, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Occupational Health and Wellness Clinic project is hereby awarded to Bush Construction Company, Inc of Davenport, Iowa in the amount of \$738,680.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Occupational Health and Wellness Clinic

BID NUMBER: 26-25

OPENING DATE: November 17, 2025

FUNDING: CIP #60042 | Total Wellness Center

RECOMMENDATION: Award the contract to Bush Construction Company, Inc. of Davenport, Iowa in the amount of \$738,680.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Bush Construction Company, Inc. of Davenport, IA	\$738,680
J.B.Robertson Construction, Inc. of Davenport, IA	\$785,900
Swanson Construction Co. of Bettendorf, IA	\$832,000
Bill Bruce Builders Inc of Eldridge, IA	\$843,000
Valley Construction Company of Rock Island, IL	\$844,500
General Constructors, Inc. of Bettendorf, IA	\$863,500
Russell Construction Co., Inc. of Davenport, IA	\$874,900
Tricon General Construction of Dubuque, IA	\$880,000
Estes Construction of Davenport, IA	\$908,800

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

Date

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution awarding a contract for engineering services for the PROTECT | Mound and River Drive Flood Mitigation project to HR Green, Inc of Cedar Rapids, Iowa for an amount not to exceed \$251,872.07, subject to Iowa Department of Transportation concurrence, CIP #68025. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

Earlier this year, the City began designing a flood-mitigation project located at the intersection of East River Drive and Mound Street. The original project scope involved raising portions of East River Drive to prevent floodwaters from entering the storm sewer system and causing roadway closures. HDR Engineering was hired to design this scope of work based on an initial construction estimate of approximately \$2 million.

During preliminary design and hydraulic evaluation, it was determined that achieving this outcome would require raising certain segments of the roadway by more than 4.5 feet—substantially higher than originally anticipated. These elevation changes increased project complexity, introduced significant challenges related to roadway tie-ins, access management, and utilities, and resulted in a revised construction estimate of approximately \$5.5 million. Given these increased costs and complications, City staff reassessed the feasibility of the road-raise concept.

Following this reassessment, the City has identified a more technically effective and financially responsible solution: targeted storm sewer improvements. This approach eliminates the need to elevate the roadway and instead focuses on preventing Mississippi River backflow into the storm sewer system, addressing the primary mechanism of flooding at this location.

This new scope of work includes:

- Rerouting storm sewer lines and intakes to prevent backflow during high-water events.
- Installing a large-scale gatewell structure to isolate the storm sewer system from the Mississippi River.

This method is a proven strategy already implemented at West River Drive and Marquette Street and along East River Drive between 3rd Street and Carey Avenue. With a conceptual cost estimate of approximately \$2.8 million, this approach provides substantial cost savings compared to the revised road-raise estimate while fulfilling the original intent of the PROTECT grant application.

The storm-sewer improvement alternative offers multiple advantages:

- Directly addresses the primary source of flooding, providing a more effective mitigation strategy than roadway elevation.
- Reduces construction complexity, shortens the timeline, and minimizes community disruption.
- Improves fiscal responsibility, cutting costs nearly in half compared to the updated road-raise estimate.
- Avoid major vertical changes to a state highway that carries between 12,550 and 19,000 average daily vehicles. This reduces the likelihood of necessary road closures during construction, which would have been required under the original concept.
- Maintains PROTECT grant intentions, supporting long-term transportation system resilience and reducing flood-related closures.

Because the scope of work has significantly changed, a new engineering design contract is required to develop plans and specifications for the storm-sewer-focused approach. City staff recommends contracting with HR Green, a firm with demonstrated success designing comparable system-isolation and flood-protection projects in Davenport.

The agenda item before the City Council authorizes this new contract and enables the City to advance the revised project scope.

For full context, the City of Davenport, in partnership with FHWA, is implementing multiple flood-mitigation projects under the PROTECT Resilience Improvement Grant Program, in which the city was awarded \$13.1 million for this work. These projects support the creation of a reliable permanent flood detour route, enabling safe, continuous travel during high-water events. The detour system will utilize West River Drive, Rockingham Road, Marquette Street, and 3rd/4th Streets, connecting to East River Drive and maintaining mobility throughout Mississippi River stages up to approximately 22 feet.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for engineering services for the PROTECT | Mound and River Drive Flood Mitigation project to HR Green, Inc of Cedar Rapids, Iowa for an amount not to exceed \$251,872.07, subject to Iowa Department of Transportation concurrence, CIP #68025.

WHEREAS, the City has been awarded a Resilience Improvement Grant from the United States Department of Transportation's Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program for flood mitigation projects; and

WHEREAS, the City needs to contract engineering services for the Mound and River Drive Flood Mitigation project; and

WHEREAS, HR Green, Inc of Cedar Rapids, Iowa will best fit the City's needs to provide survey, design, permitting, and construction documents for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for engineering services for the PROTECT | Mound and River Drive Flood Mitigation project is hereby awarded to HR Green, Inc of Cedar Rapids, Iowa for an amount not to exceed \$251,872.07, subject to Iowa Department of Transportation concurrence.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolutions approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for a temporary construction easement associated with the PROTECT | 2nd and Gaines Flood Mitigation project, CIP #35067. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport, in partnership with the Federal Highway Administration (FHWA), has initiated a series of projects designed to enhance the reliability of the City's transportation network by reducing roadway closures and detours caused by Mississippi River flooding.

This proposed project, located at the referenced intersection and surrounding area, involves elevating the roadway to remain passable up to Mississippi River stage 22. When combined with other ongoing and targeted flood-mitigation projects, this improvement is integral to establishing a permanent flood-detour route. The planned detour will begin on the west side of the community at the intersection of Interstate 280 and U.S. Business 61 (West River Drive), continue to Rockingham Road, transition to Marquette Street, and proceed to 4th Street, with 3rd Street serving as an alternate route. Both 3rd and 4th Streets connect to East River Drive, which is expected to remain accessible to the eastern city limits up to Mississippi River stage 22.

To complete this project, the City must acquire one construction easement due to the necessary sidewalk reconstruction resulting from the modification of the roadway grade along the property. The City's acquisition consultant, JCG Land Services Inc, has contacted all affected property owners and is actively engaged in negotiations on the City's behalf. The City's objective—consistent with all acquisition efforts—is to reach voluntary agreements with property owners based on established valuations and any applicable site conditions. While condemnation authority exists should negotiations fail, pending City Council approval, it is not anticipated at this time.

All acquisition activities will be conducted in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Iowa Code Chapter 6B.

The project is being designed by Shive-Hattery Inc and is currently at approximately 70% completion (check-plan stage). All exhibits included with this Resolution are based on preliminary design documents and are subject to revision as the design is finalized.

Attachments:

1. Resolution
2. Preliminary Acquisition Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for a temporary construction easement associated with the PROTECT | 2nd and Gaines Flood Mitigation project, CIP #35067.

WHEREAS, City Council has authorized the PROTECT | 2nd and Gaines Flood Mitigation project in the Capital Improvements Program and budgeted money for said project; and

WHEREAS, this project requires that an additional temporary construction easement be acquired in accordance with the design plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing body specifically provide and confer prior authority and approval to the acquiring agency to condemn and/or commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this Resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for rights-of-way and/or easements necessary for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the use of condemnation and commencement of condemnation proceedings, if necessary, for a temporary construction easement associated with the PROTECT | 2nd and Gaines Flood Mitigation project is hereby authorized and approved.

Passed and approved this 10th day of December, 2025.

Approved:

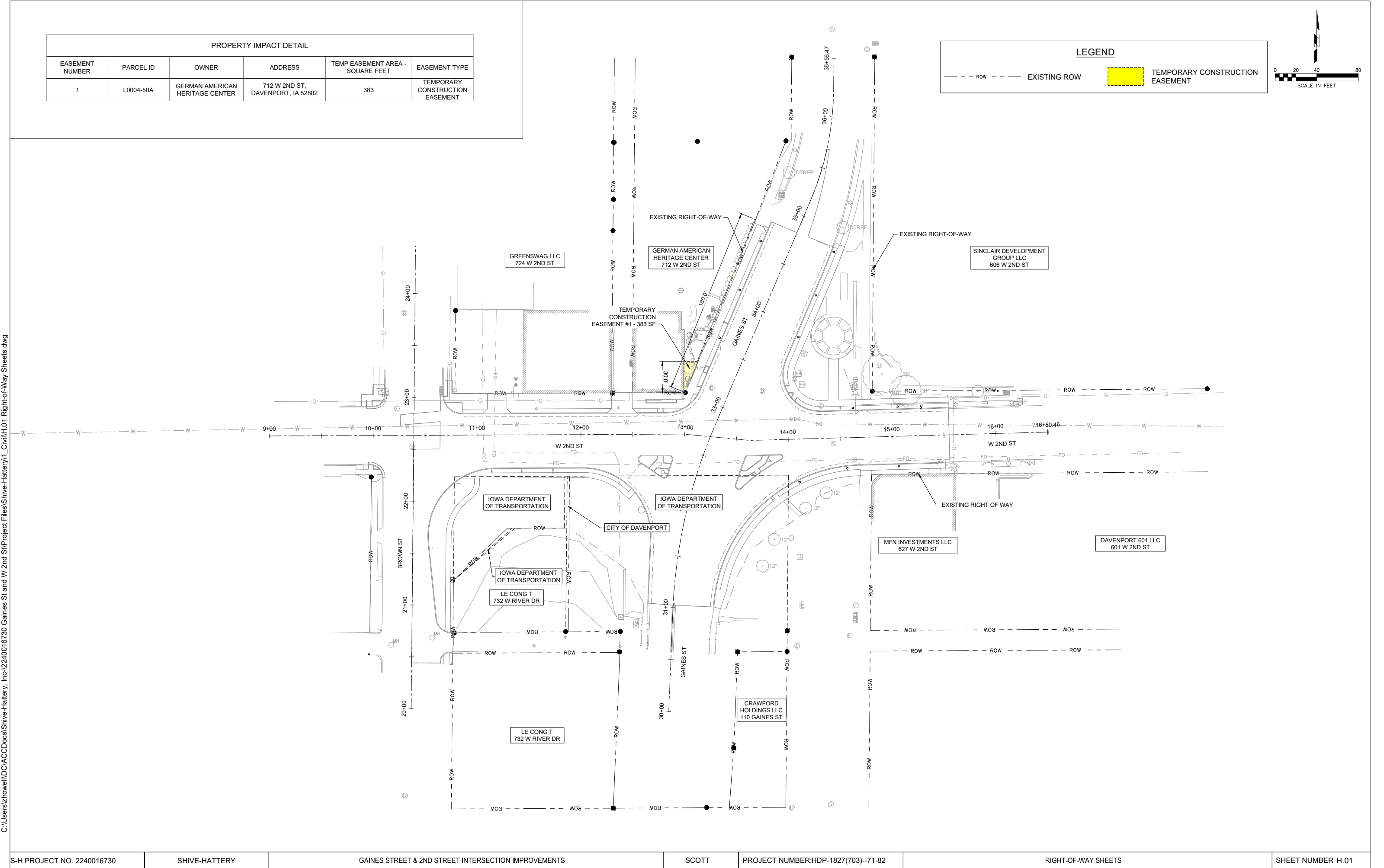
Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

C:\Users\zhowell\DC\ACCDocs\Shive-Hattery, Inc\2240016730 Gaines St and W 2nd St\Project Files\Shive-Hattery\1_Civil\H.01 Right-of-Way Sheets.dwg

PROPERTY IMPACT DETAIL					
EASEMENT NUMBER	PARCEL ID	OWNER	ADDRESS	TEMP EASEMENT AREA - SQUARE FEET	EASEMENT TYPE
1	L0004-50A	GERMAN AMERICAN HERITAGE CENTER	712 W 2ND ST, DAVENPORT, IA 52802	383	TEMPORARY CONSTRUCTION EASEMENT



City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | Marquette and 2nd Flood Mitigation project, CIP #68025. [Ward 4]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport, in partnership with the Federal Highway Administration (FHWA), has initiated a series of projects designed to enhance the reliability of the City's transportation network by reducing roadway closures and detours caused by Mississippi River flooding.

This proposed project is located from approximately 200' west of Sturdevant Street to approximately 100' east of Marquette Street and Marquette Street from approximately 125' south of 2nd Street to approximately 125' north of 4th Street. Work involves elevating the roadway to remain passable up to river flood stage 22. Additional work includes reconstruction at and adjacent to intersections of Sturdevant Street, Washington Street, Filmore Street, and Taylor Street. When combined with other ongoing and targeted flood-mitigation projects, this improvement is integral to establishing a permanent flood-detour route. The planned detour will begin on the west side of the community at the intersection of Interstate 280 and U.S. Business 61 (West River Drive), continue to Rockingham Road, transition to Marquette Street, and proceed to 4th Street, with 3rd Street serving as an alternate route. Both 3rd and 4th Streets connect to East River Drive, which is expected to remain accessible to the eastern city limits up to Mississippi River flood stage 22.

To complete this project, the City must acquire 32 construction easements, 19 permanent easements, and 10 right-of-way parcels due to storm intake construction, sidewalk modifications, grading, driveway reconstruction, and the ADA improvements required as a result of the roadway reconstruction and associated grade changes along the mentioned properties. The City's acquisition consultant, Ulteig Operations, has contacted all affected property owners and is actively engaged in negotiations on the City's behalf. The City's objective—consistent with all acquisition efforts—is to reach voluntary agreements with property owners based on established valuations and any applicable site conditions. While condemnation authority exists should negotiations fail, pending City Council approval, it is not anticipated at this time.

Pursuant to Iowa Code Chapter 6B, a Public Hearing is required before the City may proceed with the acquisition of these property interests. All acquisition activities will be conducted in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act).

The project is being designed by HR Green, Inc, and is currently at approximately 50%

completion (preliminary-plan stage). All exhibits included are based on preliminary design documents and are subject to revision as the design is finalized.

Attachments:

1. Resolution
2. Preliminary Acquisition Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | Marquette and 2nd Flood Mitigation project, CIP #68025.

WHEREAS, City Council has authorized the Protect – Marquette and 2nd Flood Mitigation Project in the Capital Improvements Program and budgeted money for said project; and

WHEREAS, this project requires that additional rights-of-way and easements be acquired in accordance with the design plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing body specifically provide and confer prior authority and approval to the acquiring agency to condemn and/or commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this Resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for rights-of-way and/or easements necessary for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the use of condemnation and commencement of condemnation proceedings, if necessary, for a temporary construction easement associated with the PROTECT | Marquette and 2nd Flood Mitigation project is hereby authorized and approved.

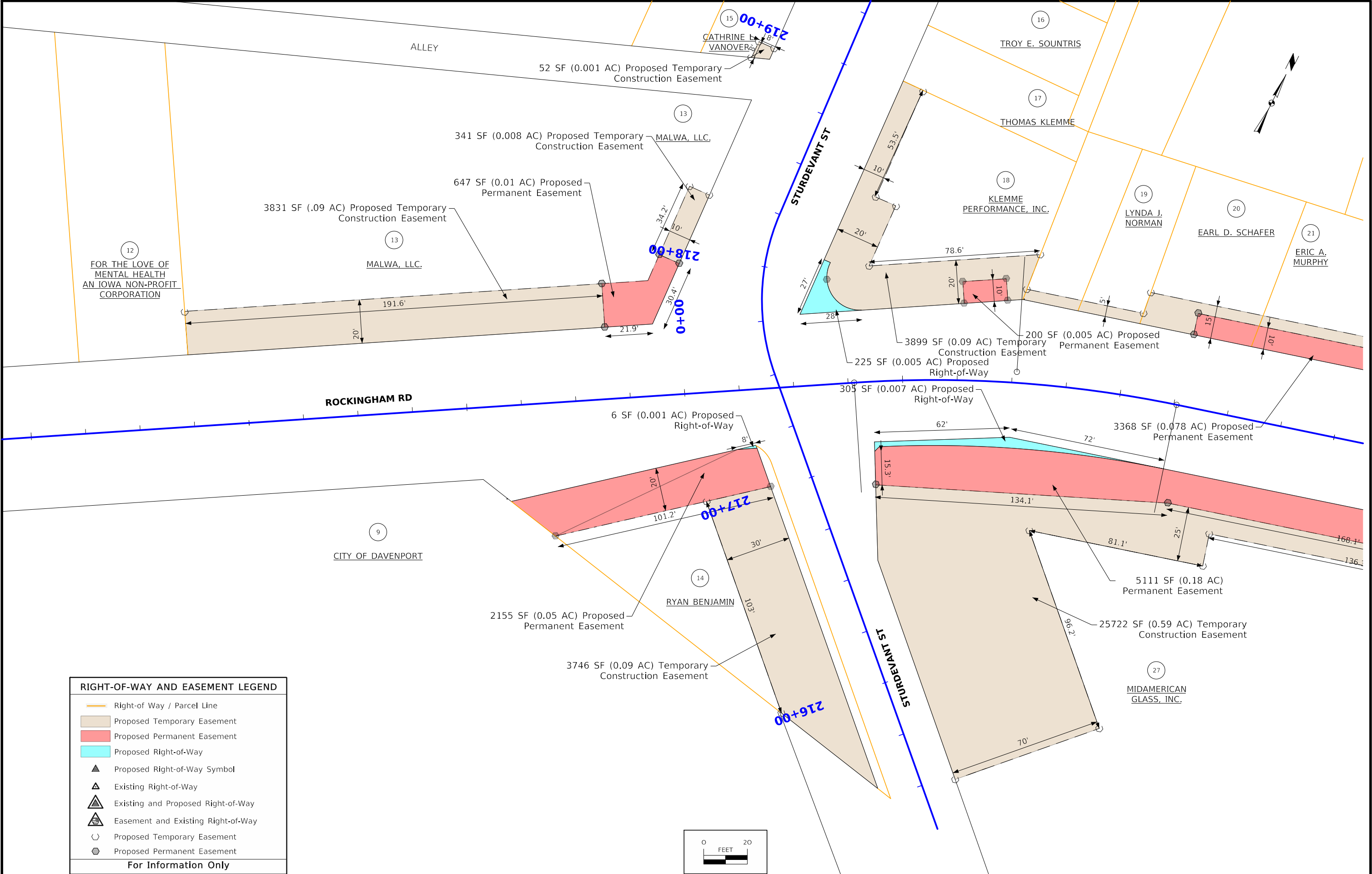
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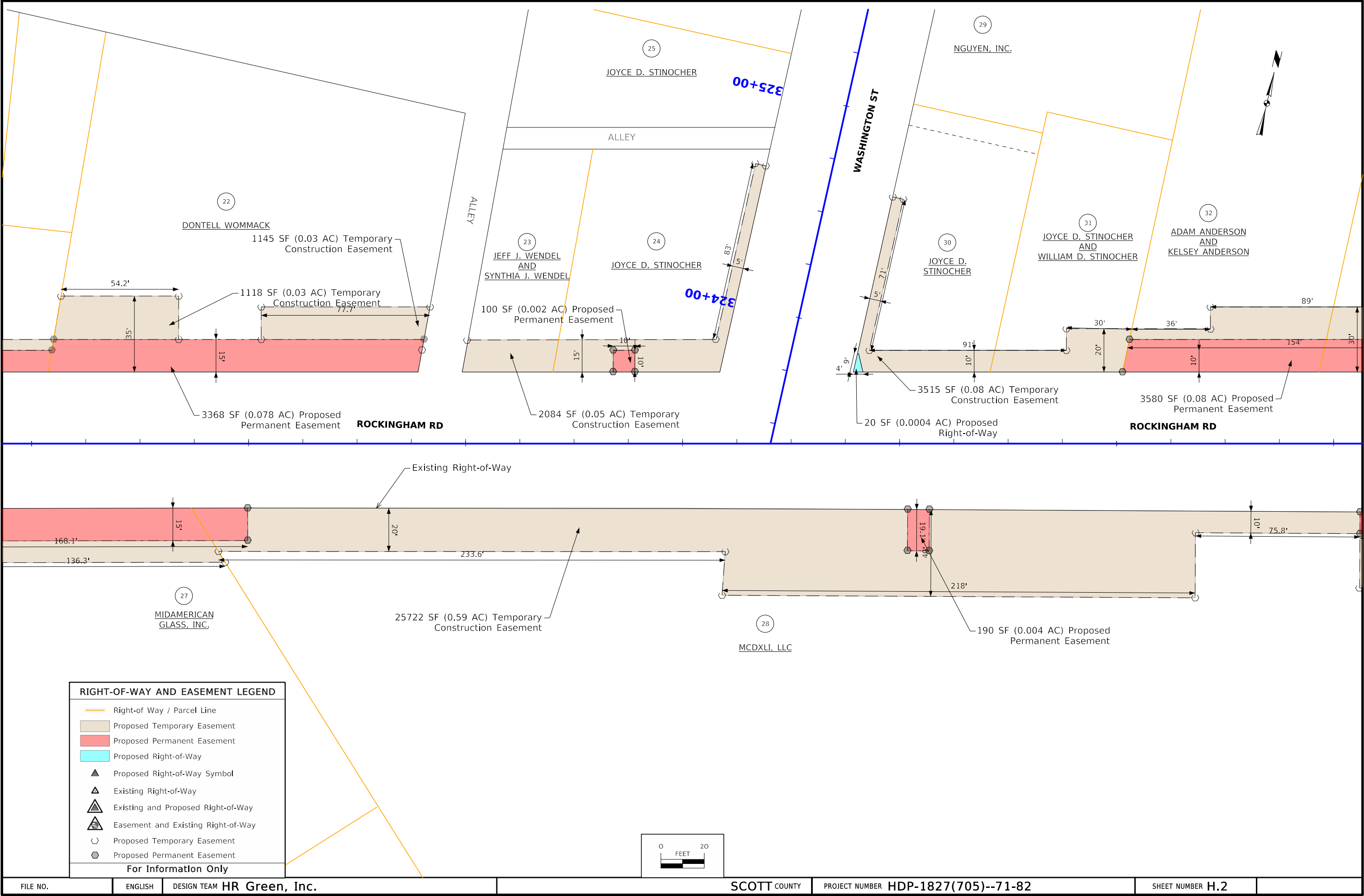
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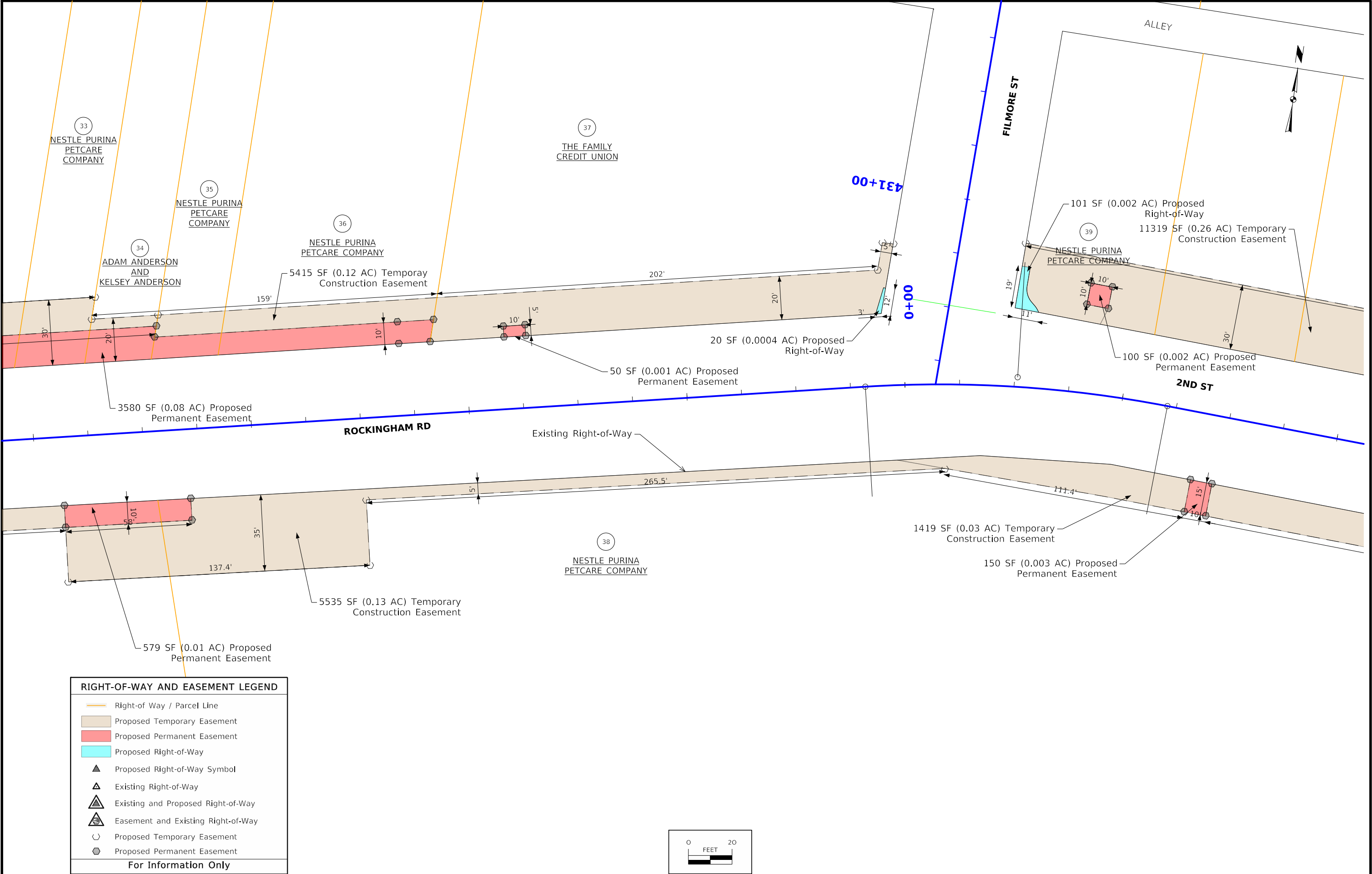
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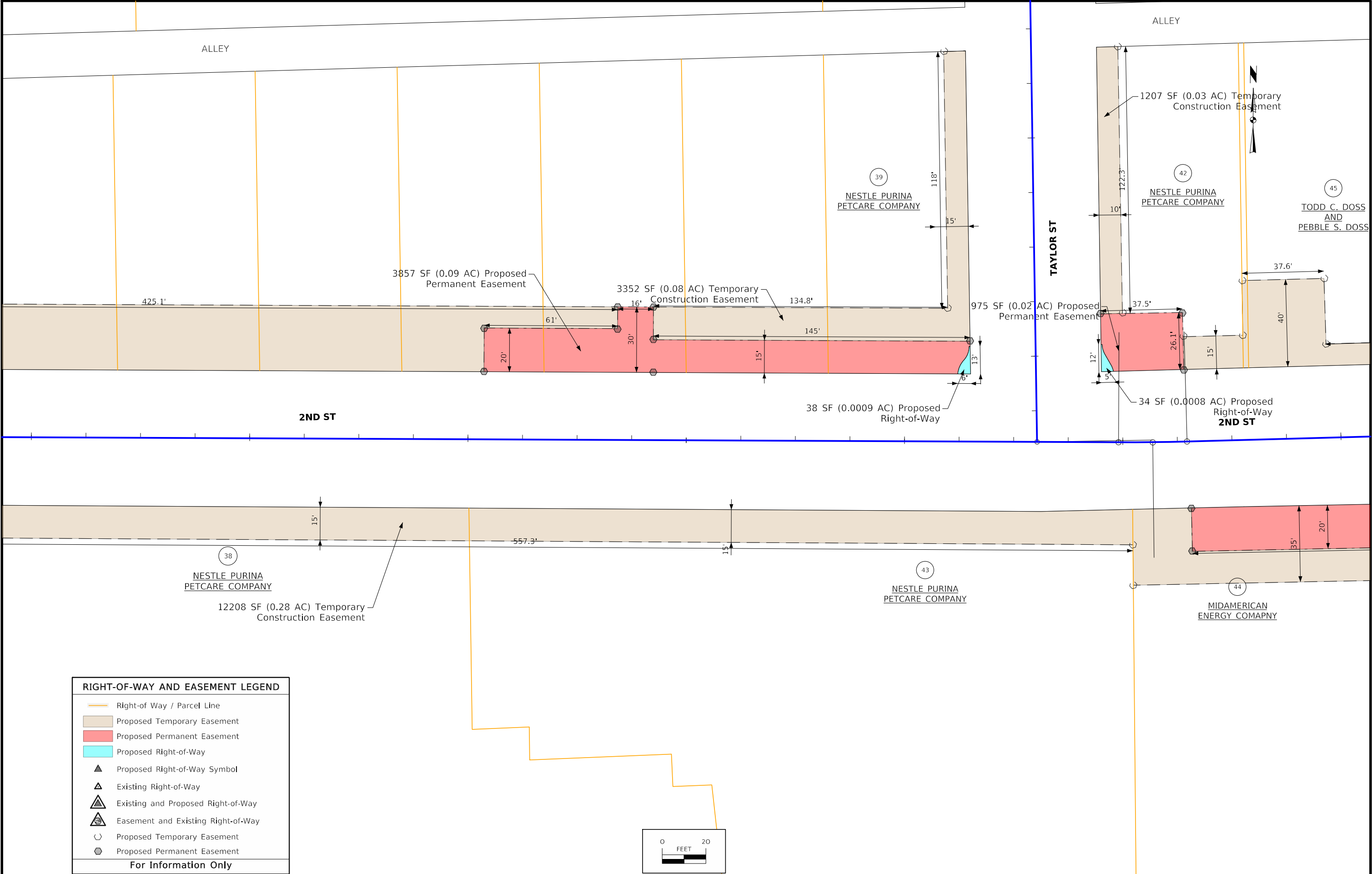
Mike Matson
Mayor

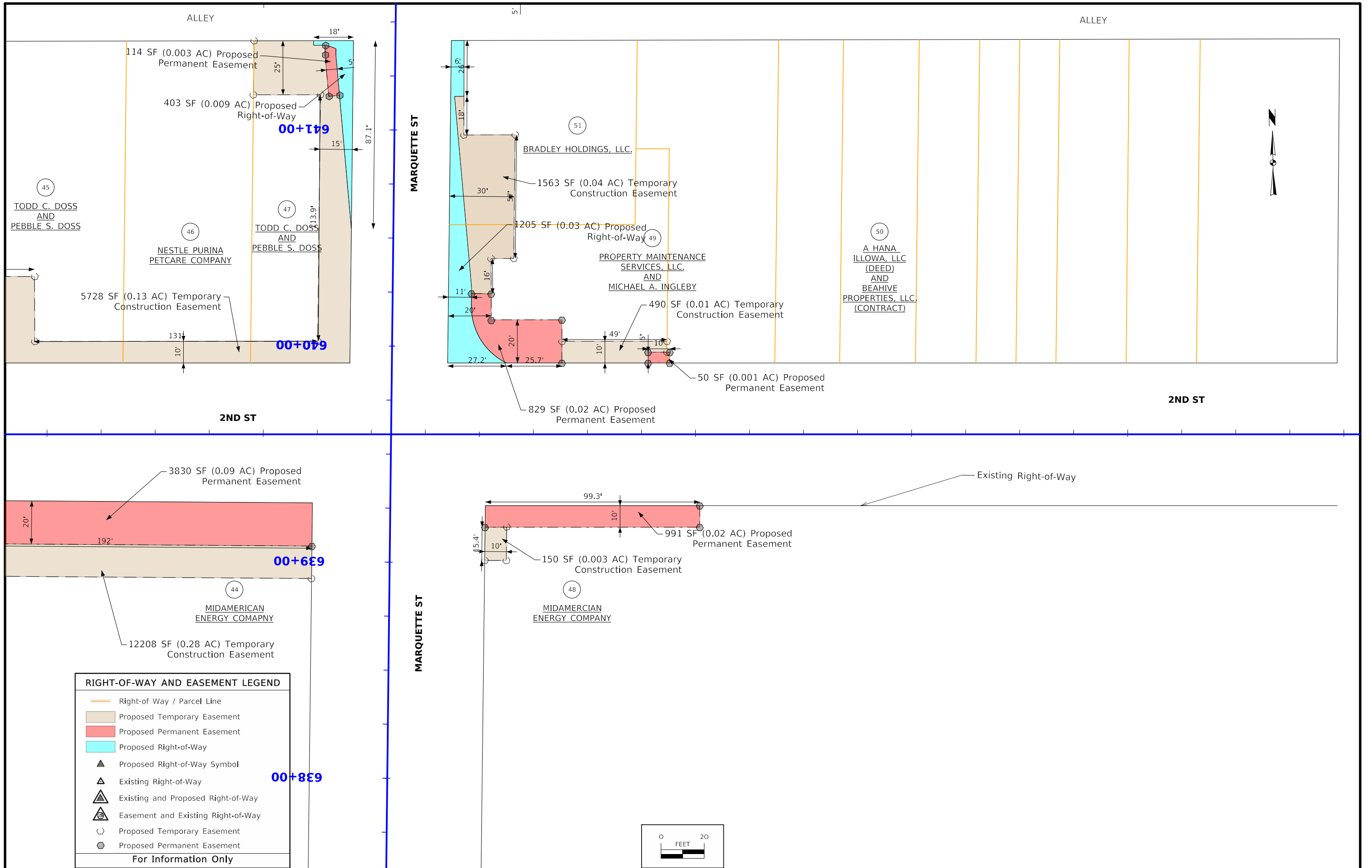
Brian Krup
Deputy City Clerk

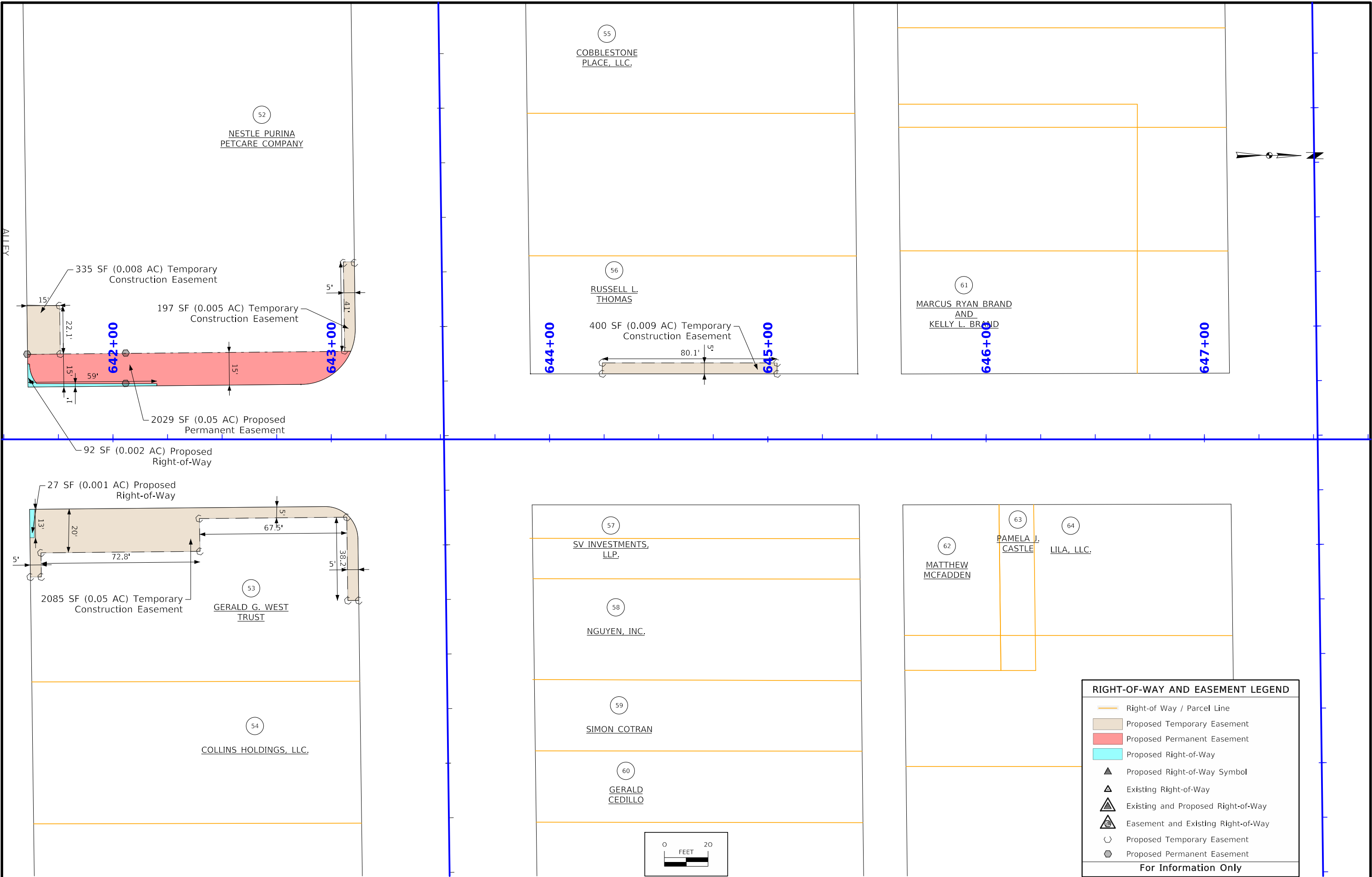












City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | 3rd and LeClaire project, CIP #35067. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport, in partnership with the Federal Highway Administration (FHWA), has initiated a series of projects designed to enhance the reliability of the City's transportation network by reducing roadway closures and detours caused by Mississippi River flooding.

This proposed project, located on LeClaire Street between 4th Street and 200 feet south of 3rd Street, which is in proximity to the roundabout near the Arsenal Bridge. In addition, the project is also located at the intersections of East River Drive at 3rd Street and 4th Street. The scope of the project involves elevating the roadway to remain passable up to Mississippi River stage 22 on LeClaire Street and realignment of the intersections on East River Drive for better turning movements. When combined with other ongoing and targeted flood-mitigation projects, this improvement is integral to establishing a permanent flood-detour route. The planned detour will begin on the west side of the community at the intersection of Interstate 280 and U.S. Business 61 (West River Drive), continue to Rockingham Road, transition to Marquette Street, and proceed to 4th Street, with 3rd Street serving as an alternate route. Both 3rd and 4th Streets connect to East River Drive, which is expected to remain accessible to the eastern city limits up to Mississippi River stage 22.

To complete this project, the City must acquire eight construction easements, four permanent easements, and four right-of-way parcels due to the roadway reconstruction and grade change, roadway realignment at 3rd Street and River Drive associated grading and sidewalk improvements and required ADA upgrades. The City's acquisition consultant, Ulteig Operations, has contacted all affected property owners and is actively engaged in negotiations on the City's behalf. The City's objective—consistent with all acquisition efforts—is to reach voluntary agreements with property owners based on established valuations and any applicable site conditions. While condemnation authority exists should negotiations fail, pending City Council approval, it is not anticipated at this time.

All acquisition activities will be conducted in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Iowa Code Chapter 6B.

The project is being designed by HR Green, Inc, and is currently at approximately 50% completion (preliminary-plan stage). All exhibits included with this Resolution are based on preliminary design documents and are subject to revision as the design is finalized.

Attachments:

1. Resolution
2. Preliminary Acquisition Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | 3rd and LeClaire Flood Mitigation project, CIP #35067.

WHEREAS, City Council has authorized the PROTECT | 3rd and LeClaire Flood Mitigation project in the Capital Improvements Program and budgeted money for said project; and

WHEREAS, this project requires that additional rights-of-way and easements be acquired in accordance with the design plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing body specifically provide and confer prior authority and approval to the acquiring agency to condemn and/or commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this Resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for rights-of-way and/or easements necessary for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the PROTECT | 3rd and LeClaire Flood Mitigation project is hereby authorized and approved.

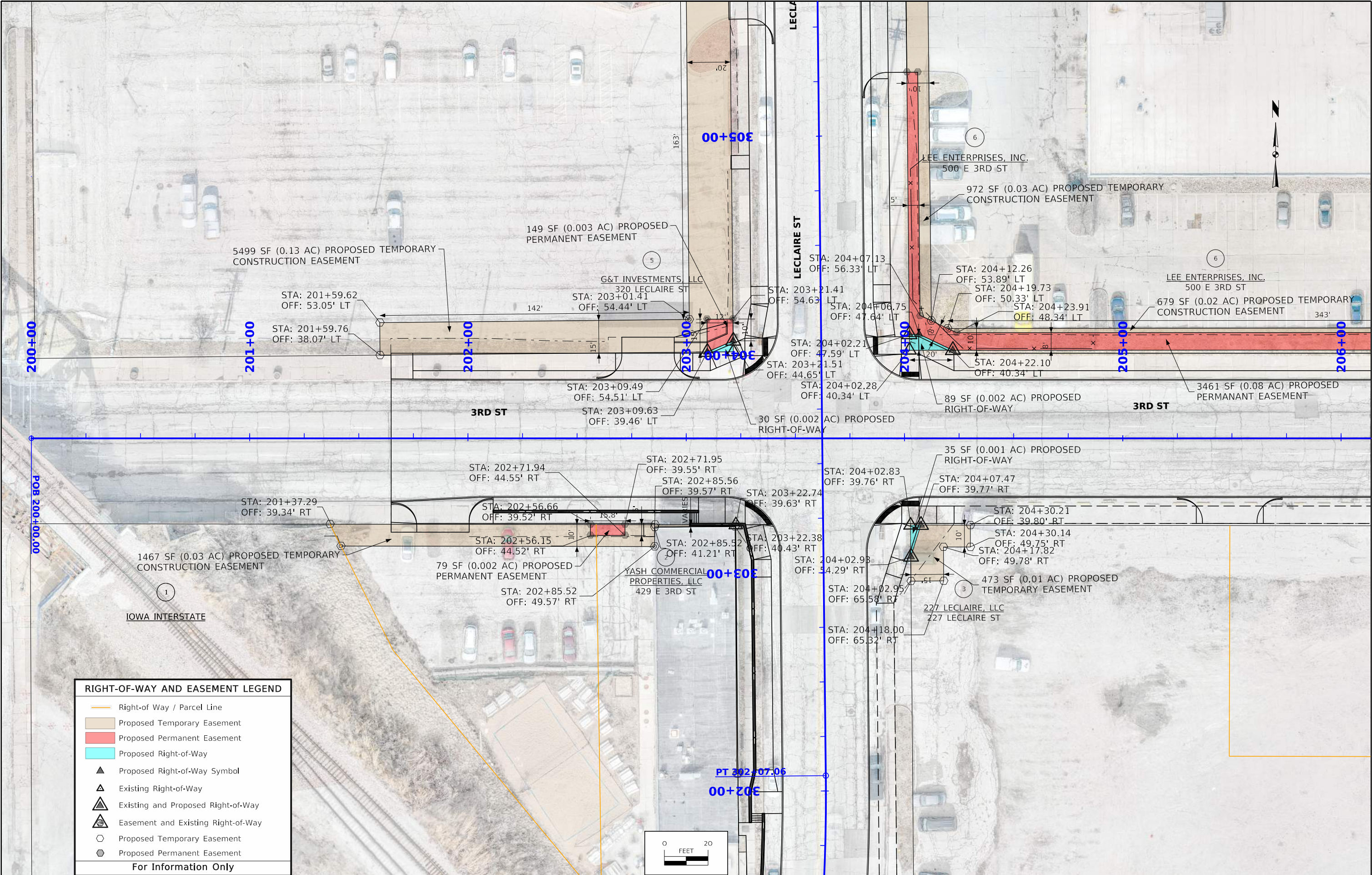
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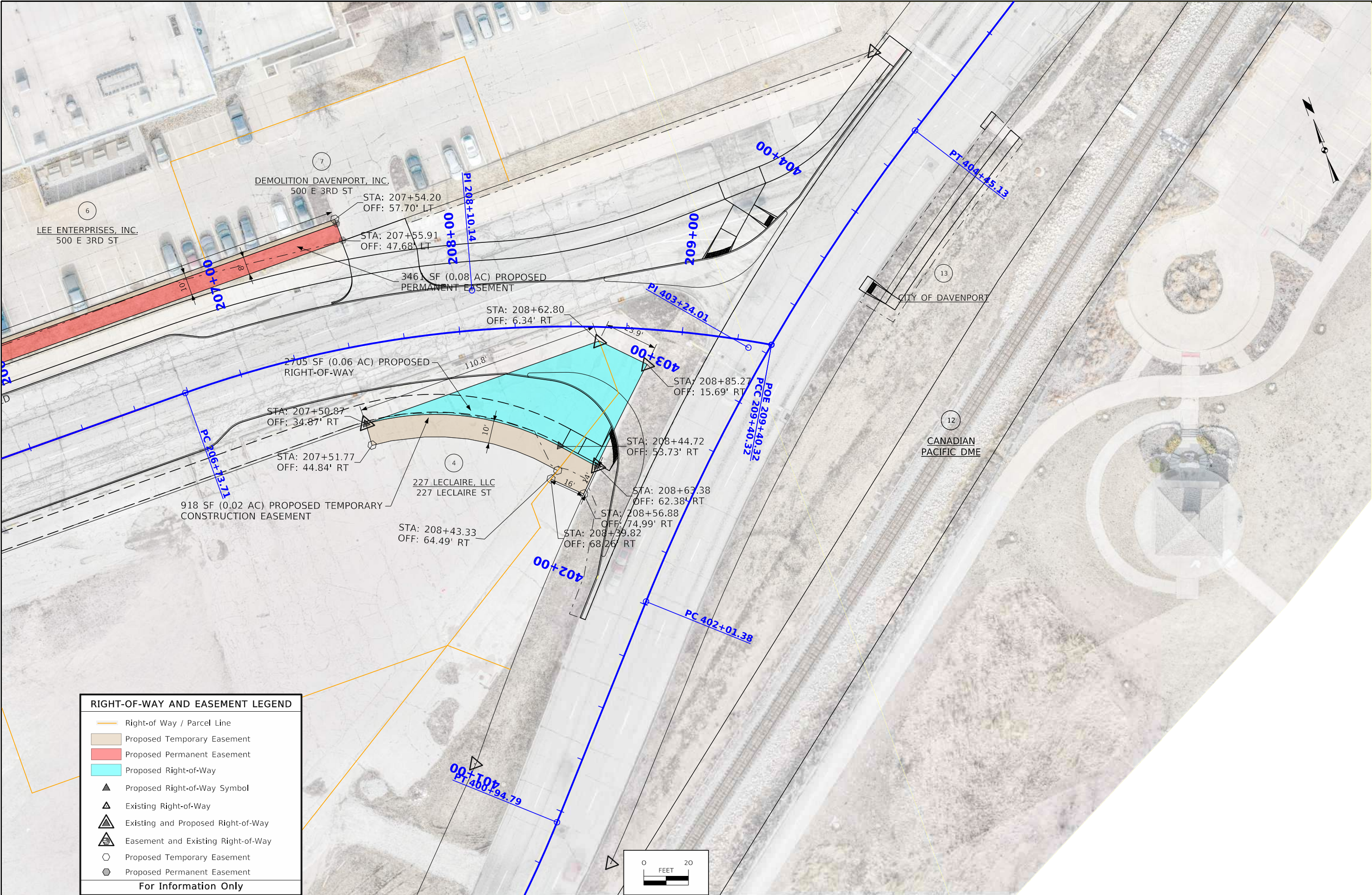
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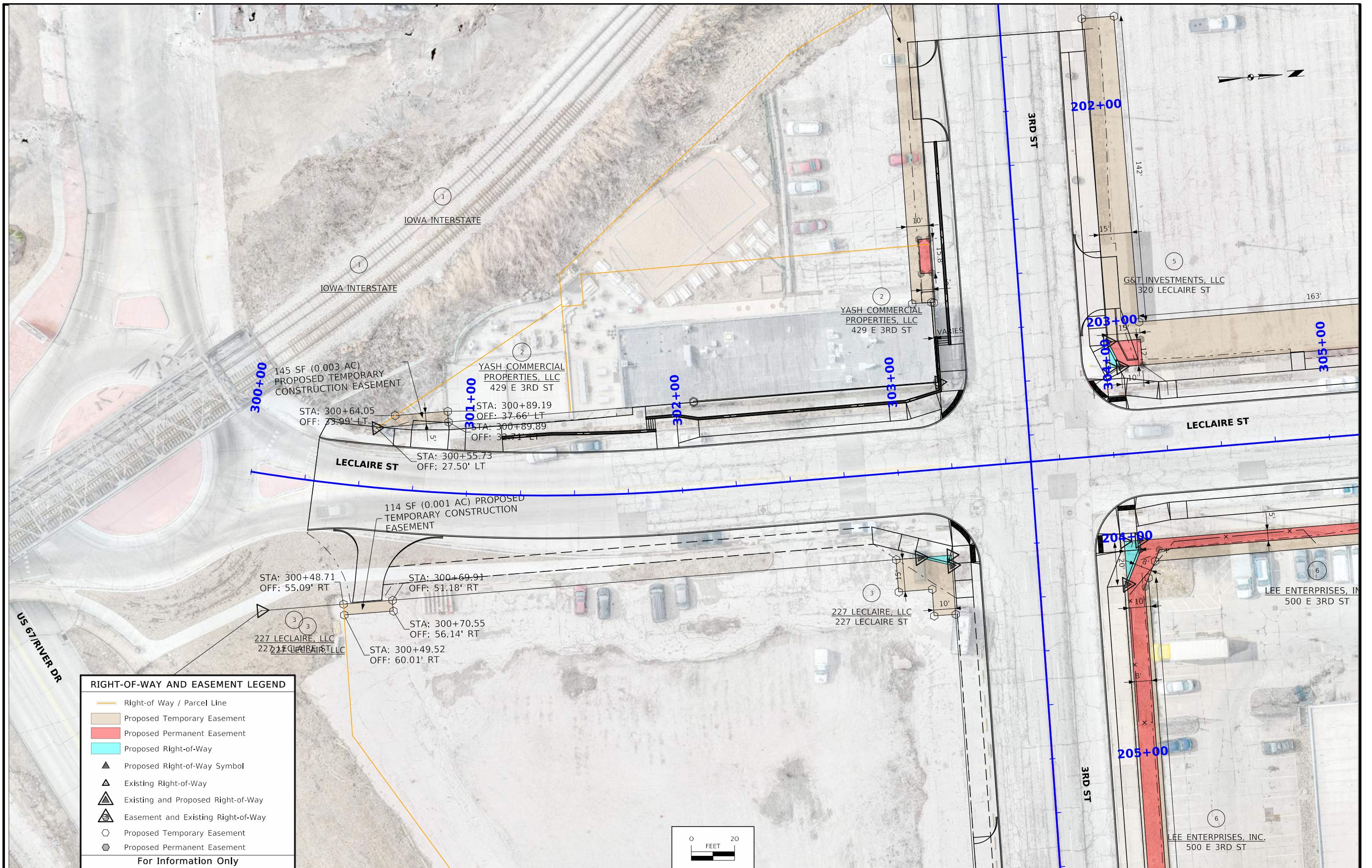
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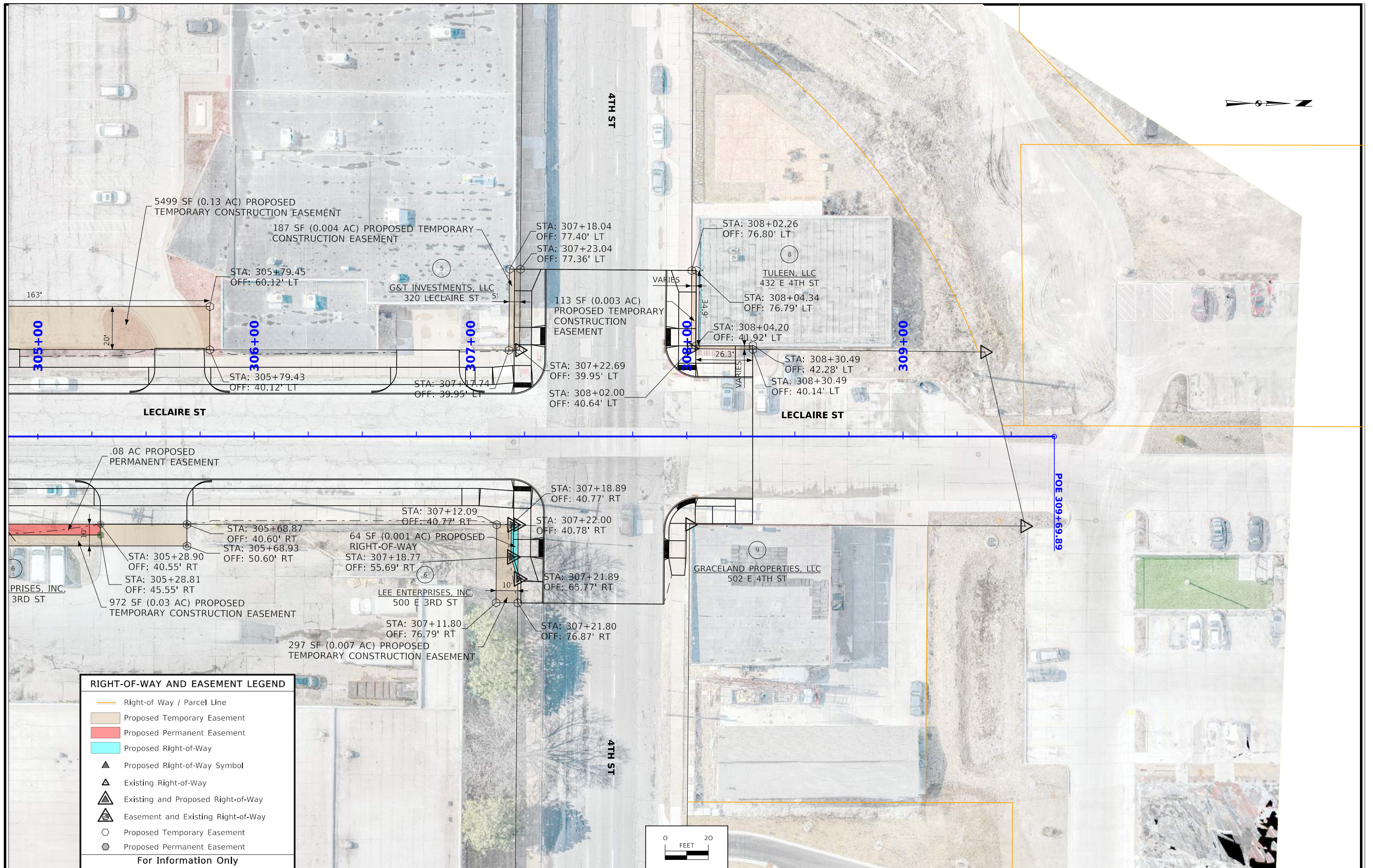
Mike Matson
Mayor

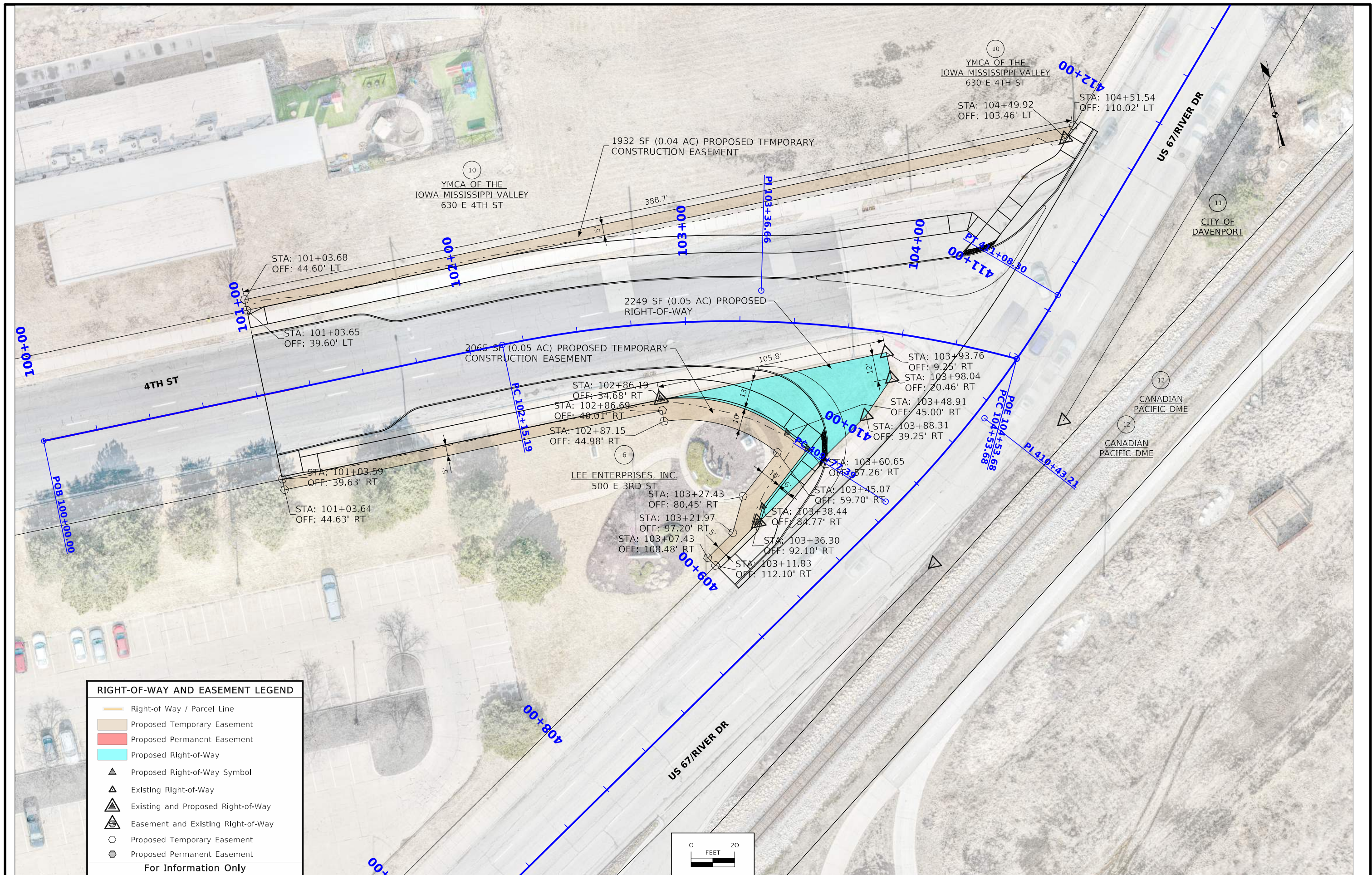
Brian Krup
Deputy City Clerk











City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the Eastern Avenue Over Goose Creek Bridge Replacement project, CIP #21012. [Wards 6 & 7]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport has entered into an agreement with the Iowa Department of Transportation (IDOT) for the replacement of the Eastern Avenue bridge (south bridge) over Goose Creek.

This proposed project involves removing the existing bridge and replacing with a structure meeting current design standards. To do so, the bridge will be slightly elevated compared to the existing which will aid driver visibility standards and along with reconstructing a sewer creek crossing just downstream of the site, allows the structure to meet the hydraulic flow requirements.

To complete this project, the City must acquire four construction easements and five rights-of-way parcels due to the location of proposed infrastructure and working area to complete the project. The City's acquisition consultant, JCG Land Services, has contacted all affected property owners and is actively engaged in negotiations on the City's behalf. The City's objective—consistent with all acquisition efforts—is to reach voluntary agreements with property owners based on established valuations and any applicable site conditions. While condemnation authority exists should negotiations fail, pending City Council approval, it is not anticipated at this time.

All acquisition activities will be conducted in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Iowa Code Chapter 6B.

The project is being designed by WHKS & Co and is currently at approximately 95% completion (final-plan stage). All exhibits included with this Resolution are based on preliminary design documents and are subject to revision as the design is finalized.

Attachments:

1. Resolution
2. Preliminary Acquisition Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the Eastern Avenue Bridge Over Goose Creek Replacement project, CIP #21012.

WHEREAS, City Council has authorized the Eastern Avenue Bridge Over Goose Creek Replacement project in the Capital Improvements Program and budgeted money for said project; and

WHEREAS, this project requires that additional rights-of-way and easements be acquired in accordance with the design plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing body specifically provide and confer prior authority and approval to the acquiring agency to condemn and/or commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this Resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for rights-of-way and/or easements necessary for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the use of condemnation and commencement of condemnation proceedings, if necessary, for rights-of-way and easements associated with the Eastern Avenue Bridge Over Goose Creek Replacement project is hereby authorized and approved.

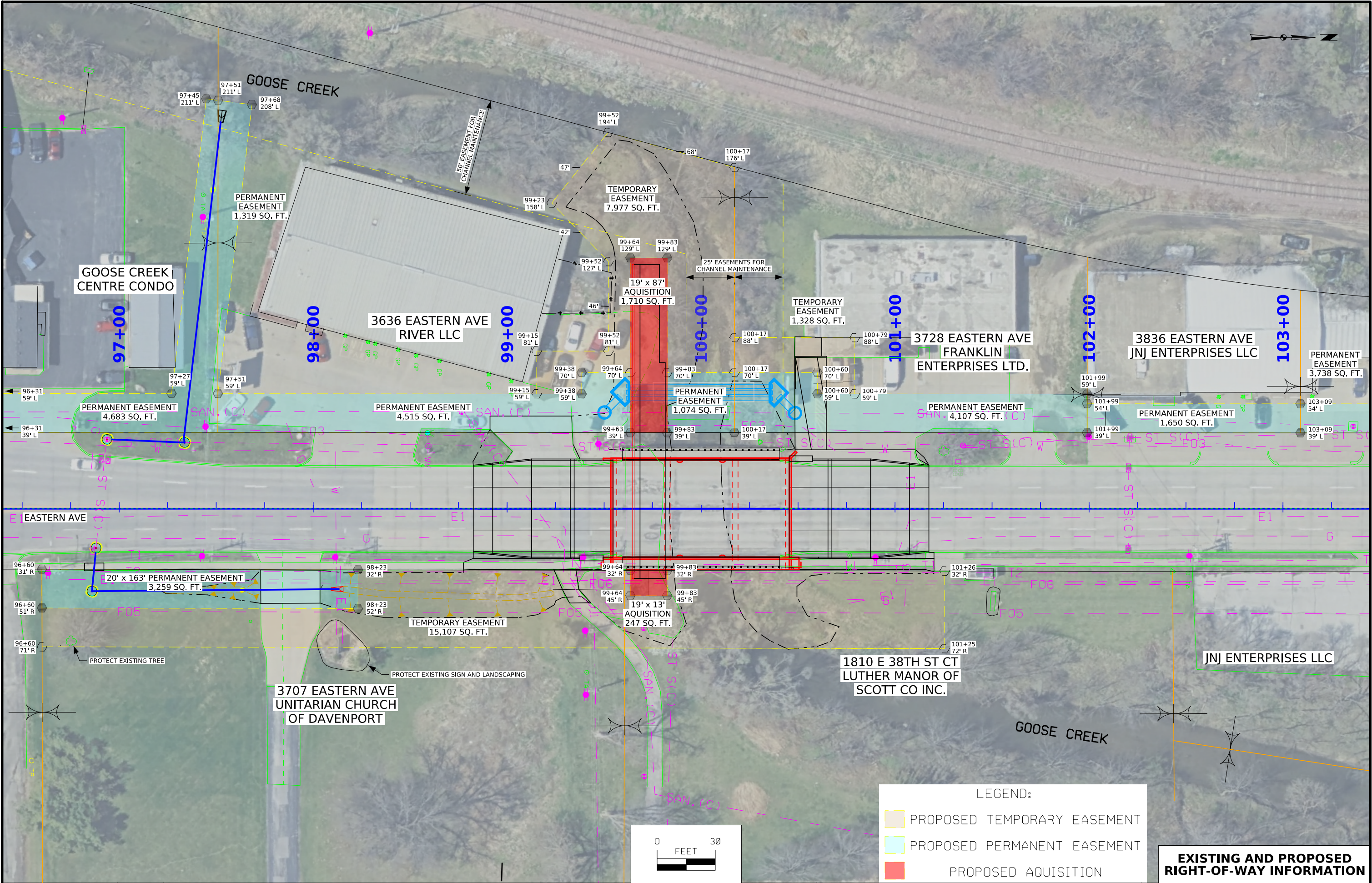
Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolutions approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for temporary construction easements associated with the West Central Park (Fairmount Street to Lincoln Avenue) Reconstruction project, CIP #35064. [Wards 2 & 4]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport has entered into an agreement with the Iowa Department of Transportation (IDOT) for the reconstruction of West Central Park from Lincoln Avenue to Fairmount Street. Work includes removal of existing pavement and construction of new PCC (concrete) pavement, ADA improvements, grading, traffic signal upgrades at the intersection of West Central Park Avenue and Clark Street, pedestrian signal upgrades at the intersection of West Central Park Avenue and Elsie Avenue, and all other associated work.

To complete this project, the City must acquire fifteen construction easements due to roadway reconstruction and associated grade changes along these properties. The City's acquisition consultant, JCG Land Services Inc, has contacted all affected property owners and is actively engaged in negotiations on the City's behalf. The City's objective—consistent with all acquisition efforts—is to reach voluntary agreements with property owners based on established valuations and any applicable site conditions. While condemnation authority exists should negotiations fail, pending City Council approval, it is not anticipated at this time.

All acquisition activities will be conducted in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and Iowa Code Chapter 6B.

The project is being designed by HR Green, Inc, and is currently at approximately 80% completion (check-plan stage). All exhibits included with this Resolution are based on preliminary design documents and are subject to revision as the design is finalized.

Attachments:

1. Resolution
2. Preliminary Acquisition Exhibit

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving and authorizing the use of condemnation and commencement of condemnation proceedings, if necessary, for temporary construction easements associated with the West Central Park (Fairmount Street to Lincoln Avenue) Reconstruction project, CIP #35064.

WHEREAS, City Council has authorized the West Central Park (Fairmount Street to Lincoln Avenue) Reconstruction project and budgeted money for said project; and

WHEREAS, this project requires that additional temporary construction easements be acquired in accordance with the design plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing body specifically provide and confer prior authority and approval to the acquiring agency to condemn and/or commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this Resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for rights-of-way and/or easements necessary for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the use of condemnation and commencement of condemnation proceedings, if necessary, for temporary construction easements associated with the West Central Park (Fairmount Street to Lincoln Avenue) Reconstruction project is hereby approved and authorized.

Passed and approved this 10th day of December, 2025.

Approved:

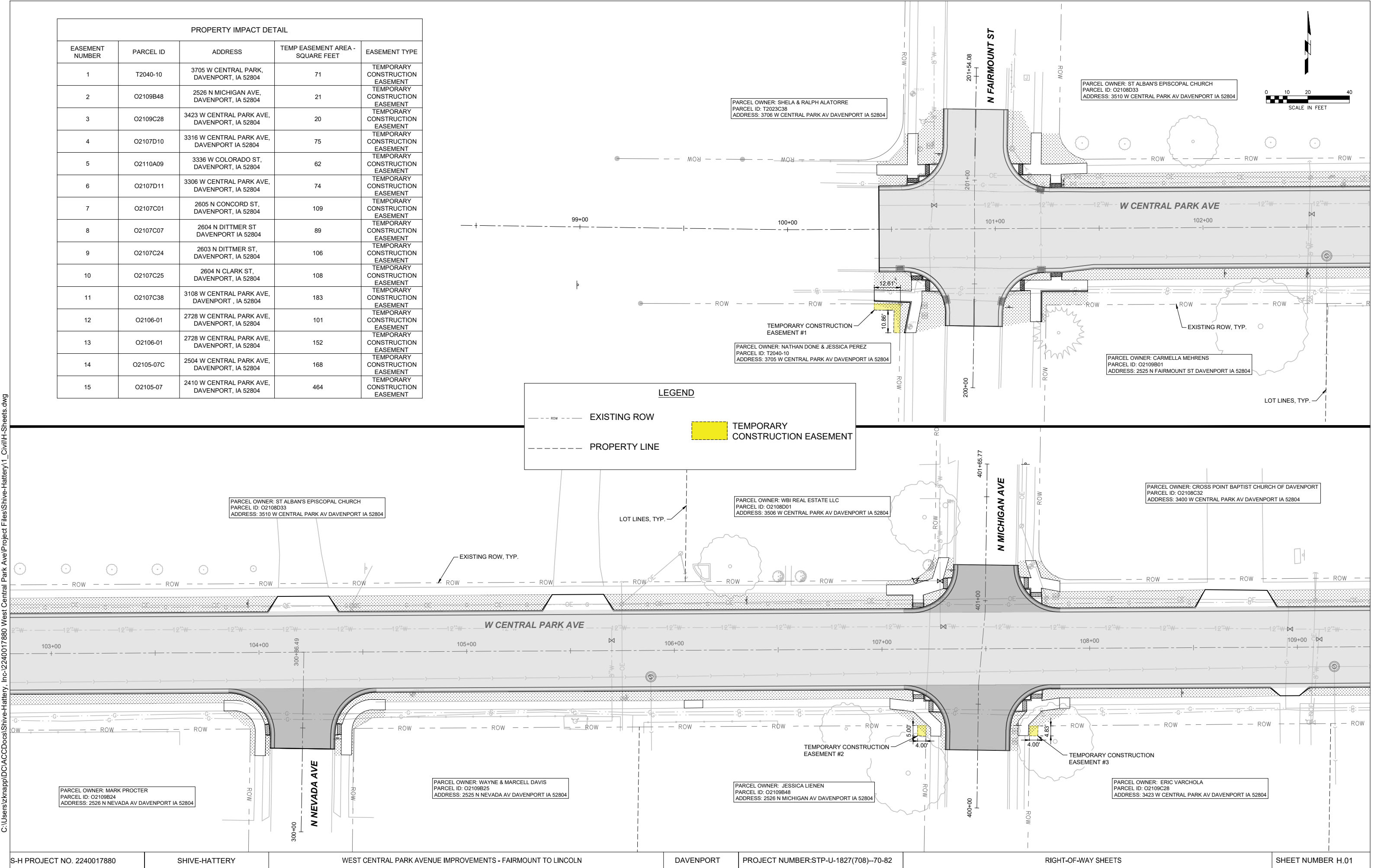
Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

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PROPERTY IMPACT DETAIL				
EASEMENT NUMBER	PARCEL ID	ADDRESS	TEMP EASEMENT AREA - SQUARE FEET	EASEMENT TYPE
1	T2040-10	3705 W CENTRAL PARK, DAVENPORT, IA 52804	71	TEMPORARY CONSTRUCTION EASEMENT
2	O2109B48	2526 N MICHIGAN AVE, DAVENPORT, IA 52804	21	TEMPORARY CONSTRUCTION EASEMENT
3	O2109C28	3423 W CENTRAL PARK AVE, DAVENPORT, IA 52804	20	TEMPORARY CONSTRUCTION EASEMENT
4	O2107D10	3316 W CENTRAL PARK AVE, DAVENPORT IA 52804	75	TEMPORARY CONSTRUCTION EASEMENT
5	O2110A09	3336 W COLORADO ST, DAVENPORT, IA 52804	62	TEMPORARY CONSTRUCTION EASEMENT
6	O2107D11	3306 W CENTRAL PARK AVE, DAVENPORT, IA 52804	74	TEMPORARY CONSTRUCTION EASEMENT
7	O2107C01	2605 N CONCORD ST, DAVENPORT, IA 52804	109	TEMPORARY CONSTRUCTION EASEMENT
8	O2107C07	2604 N DITTMER ST, DAVENPORT IA 52804	89	TEMPORARY CONSTRUCTION EASEMENT
9	O2107C24	2603 N DITTMER ST, DAVENPORT, IA 52804	106	TEMPORARY CONSTRUCTION EASEMENT
10	O2107C25	2604 N CLARK ST, DAVENPORT, IA 52804	108	TEMPORARY CONSTRUCTION EASEMENT
11	O2107C38	3108 W CENTRAL PARK AVE, DAVENPORT , IA 52804	183	TEMPORARY CONSTRUCTION EASEMENT
12	O2106-01	2728 W CENTRAL PARK AVE, DAVENPORT, IA 52804	101	TEMPORARY CONSTRUCTION EASEMENT
13	O2106-01	2728 W CENTRAL PARK AVE, DAVENPORT, IA 52804	152	TEMPORARY CONSTRUCTION EASEMENT
14	O2105-07C	2504 W CENTRAL PARK AVE, DAVENPORT, IA 52804	168	TEMPORARY CONSTRUCTION EASEMENT
15	O2105-07	2410 W CENTRAL PARK AVE, DAVENPORT, IA 52804	464	TEMPORARY CONSTRUCTION EASEMENT



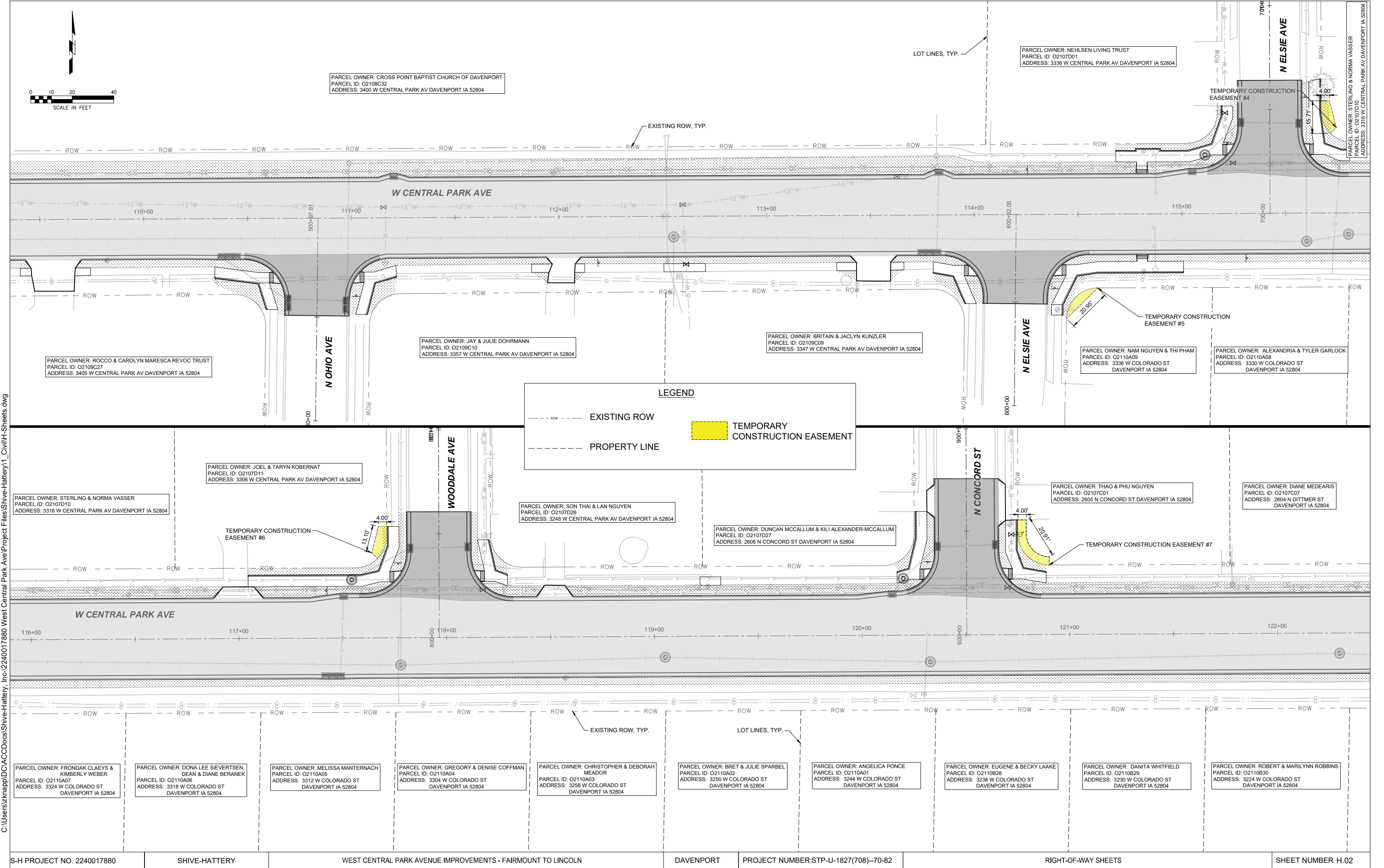
LEGEND

EXISTING ROW

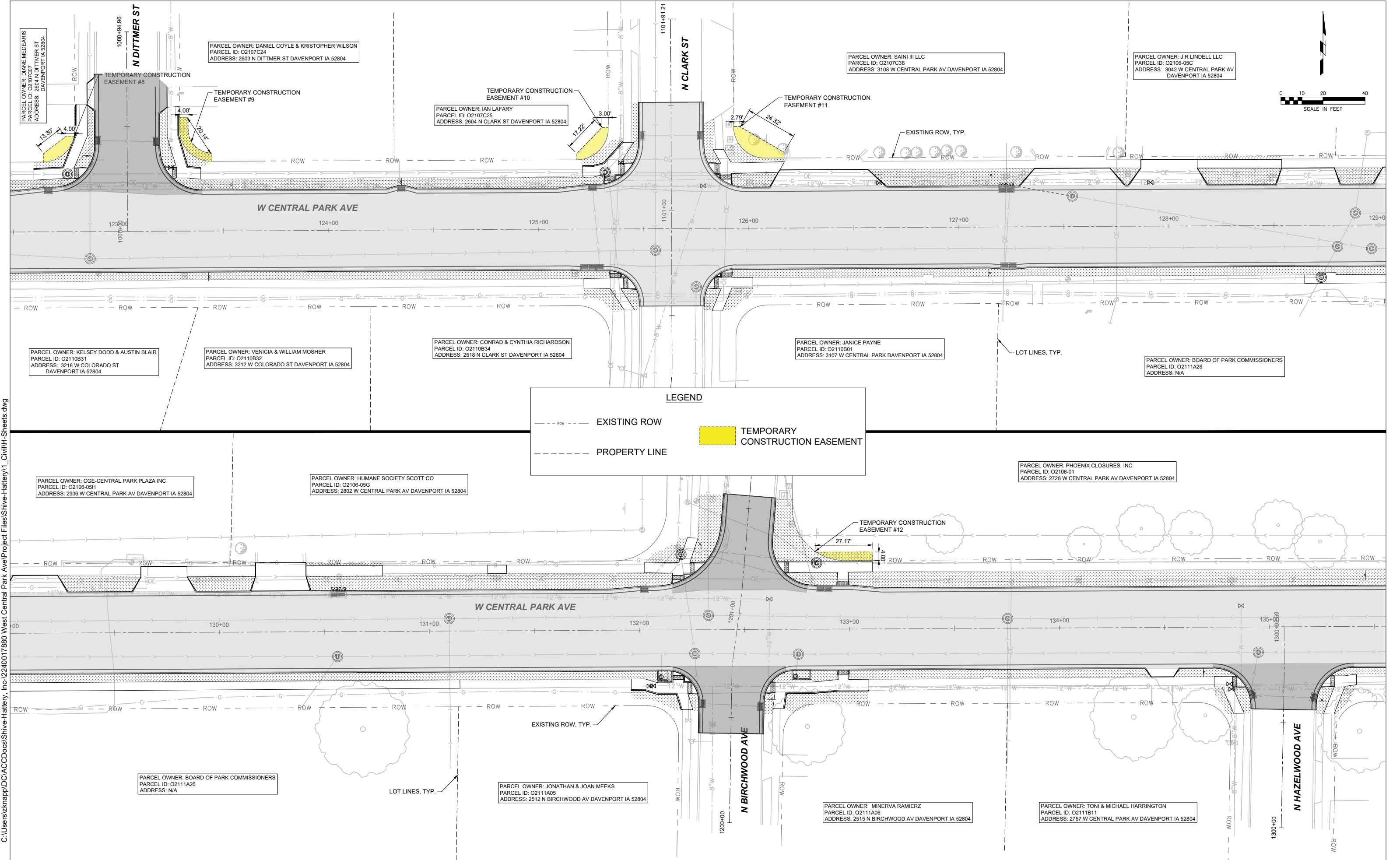
PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT

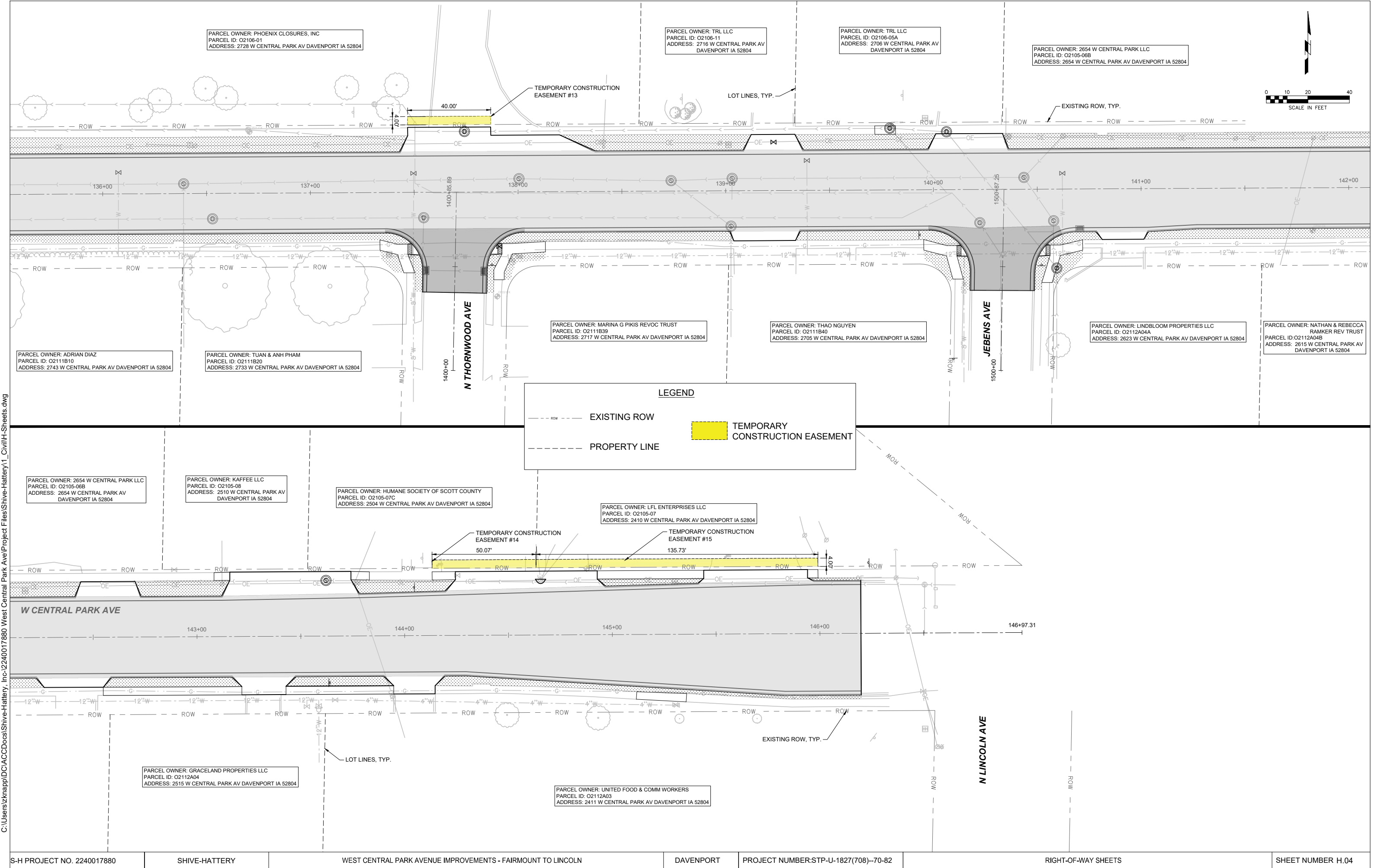
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City of Davenport

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

Action / Date
12/10/2025

Subject:

Preliminary Resolution for the 2026 Alley Cost Share Program. [Wards 4 & 5]

Recommendation:

Adopt the Resolution.

Background:

Within the City of Davenport, alleys are considered secondary roads. A resident or business owner petitions the City to have their alley reconstructed with full depth concrete or hot mix asphalt (HMA) or resurfaced with HMA through the Alley Cost Share Program. This is an assessment program where $\frac{3}{4}$ of the total cost to reconstruct or resurface a residential alley is paid for by the City and the other $\frac{1}{4}$ is paid for by the abutting property owners based on the size of their lot. Similarly, $\frac{1}{2}$ of the cost to reconstruct or resurface a commercial alley is paid for by the City and the other $\frac{1}{2}$ is paid for by the abutting property owners based on the size of their lot. The resident or business that requests to have their alley reconstructed or resurfaced would have to obtain the necessary signatures on a petition prepared by the City of over 30% of the owner-occupied property abutting the alley.

The City has received two petitions for alleys located within the City of Davenport:

- The north-south alley between Brady Street and Perry Street from East 14th Street to East 15th Street.
- The east-west alley between West 16th Street and West 15th Street from Gaines Street and Scott Street.

The estimated cost of these improvements is \$319,200.

Attachments:

1. Resolution
2. Location Map - Overall
3. Location Map - Alley 1
4. Location Map - Alley 2

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

PRELIMINARY RESOLUTION for the 2026 Alley Cost Share Program.

WHEREAS, it is deemed advisable and necessary to resurface certain alleys in the City of Davenport, Iowa; and

WHEREAS, the Code of Iowa requires that the City Council arrange for engineering services when an assessment project is involved; and

WHEREAS, the Code of Iowa requires that the City Council designate the property to be specially benefited by the improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Engineering Division for the City of Davenport be employed as engineers in connection with the proposed Alley Cost Share Program and may be hereafter referred to as the "Project Engineer", and that the Project Engineer be directed to prepare preliminary plans, plats, schedules, estimates and do other engineering and assessment work as required to complete the above referenced program; and

BE IT FURTHER RESOLVED that this improvement shall hereafter be known as the 2026 Alley Cost Share Program.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

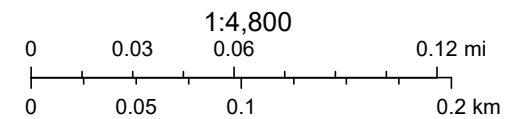
Brian Krup
Deputy City Clerk

2026 Alley Cost Share Program



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 Parcels

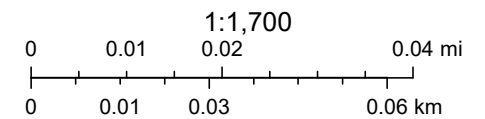


2026 Alley Cost Share Program

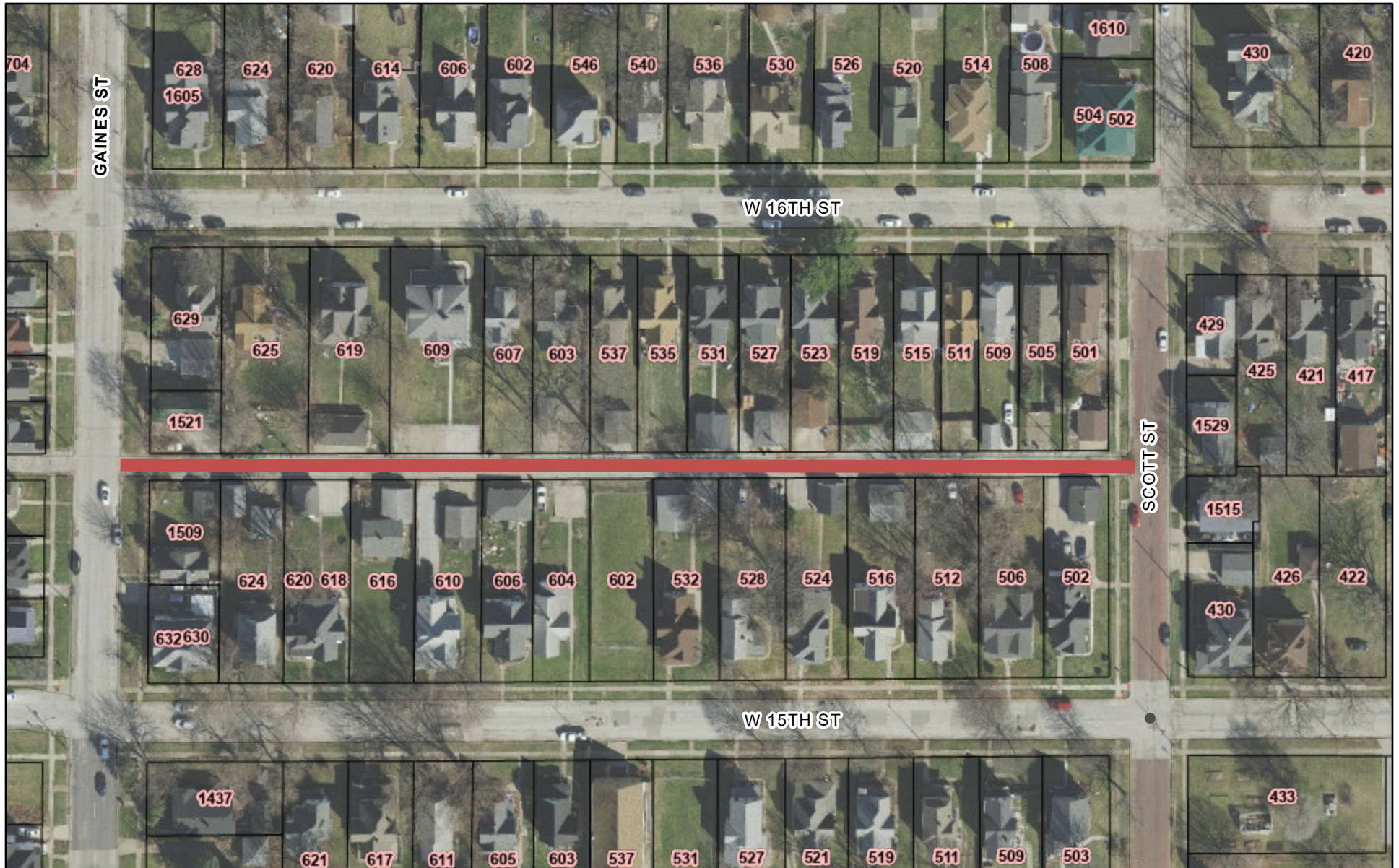


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Parcels
 2024 Aerial Imagery
 Green: Band_2
 Red: Band_1
 Blue: Band_3



2026 Alley Cost Share Program



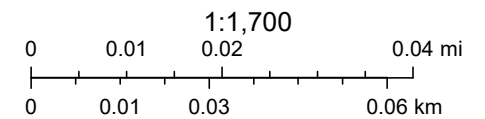
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Parcels 2024 Aerial Imagery

Green: Band_2

Red: Band_1

Blue: Band_3



City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution setting a Public Hearing on establishing a public utility easement on City-owned property located east of Eastern Avenue and north of East 29th Street (Parcel D0001-02A). [Ward 7]

Recommendation:

Adopt the Resolution

Background:

This public utility easement will be located east of Eastern Avenue and north of East 29th Street (Parcel D0001-02A). The purpose of the easement is to allow utilities to relocate, install, build, and maintain facilities prior to the reconstruction project of the Eastern Avenue bridge over Duck Creek.

Adoption of this Resolution will set the Public Hearing for January 7, 2026, 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.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION setting a Public Hearing on establishing a public utility easement on City-owned property located east of Eastern Avenue and north of East 29th Street (Parcel D0001-02A).

WHEREAS, this public utility easement will allow utilities to relocate, install, build, and maintain facilities prior to the reconstruction project of the Eastern Avenue bridge over Duck Creek.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing on establishing a public utility easement on City-owned property located east of Eastern Avenue and north of East 29th Street (Parcel D0001-02A) shall be held on January 7, 2026, 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 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution authorizing the 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.

Notice of Public Hearing was published in the *Quad-City Times* on November 28, 2025, and the Public Hearing was held on December 3, 2025, in accordance with Iowa law. Adoption of the Resolution will authorize the Mayor and staff to execute closing documents and convey the property to the Petitioner.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION authorizing the 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, per State requirements, notification of the Public Hearing was published in the *Quad-City Times*, and the Public Hearing was held on December 3, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Mayor and staff are hereby authorized to execute documents necessary to convey City-owned property located at 2301 East 11th Street to the Davenport Fire Antique and Restoration Society, Petitioner.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution awarding a five-year contract for employee benefit brokerage consulting services to AssuredPartners of Davenport, Iowa for an amount not to exceed \$60,000 annually. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals (RFP) for employee benefit brokerage consulting services was issued and sent to vendors on July 23, 2025. On August 20, 2025, the Purchasing Division opened five (5) proposals.

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

- Experience, Qualifications, and Expertise | 25%
- Business Process | 25%
- Scope of Services | 25%
- Pricing | 20%
- Quality & Thoroughness of Proposal | 5%

AssuredPartners of Davenport, Iowa was ranked the highest by the evaluating committee and deemed the vendor to best meet the needs and requirements of the City.

The scope of the contract includes long-range planning and cost savings strategies, plan design and rate negotiation, health plan management, ongoing management support, employee benefit regulatory affairs, and employee communication. The annual contract fee is a not-to-exceed amount of \$60,000.

Funding for contracted services comes from the employee health fund.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION awarding a five-year contract for employee benefit brokerage consulting services to AssuredPartners of Davenport, Iowa for an amount not to exceed \$60,000 annually.

WHEREAS, the City needs to contract for employee benefit brokerage consulting services; and

WHEREAS, AssuredPartners of Davenport, Iowa was ranked the highest by the evaluating committee and deemed the vendor to best meet the needs and requirements of the City.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a five-year contract for employee benefit brokerage consulting services is hereby awarded to AssuredPartners of Davenport, Iowa for an amount not to exceed \$60,000 annually.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Employee Benefit Brokerage Consulting Services

BID NUMBER: 26-10

OPENING DATE: August 20, 2025

FUNDING: Employee Health Fund

RECOMMENDATION: Award the contract to AssuredPartners of Davenport, Iowa.

<u>VENDOR NAME</u>	<u>LOCATION</u>
AssuredPartners	Davenport, Iowa
Cottingham & Butler Insurance	Dubuque, Iowa
TrueNorth Companies	Cedar Rapids, Iowa
Holmes Murphy & Associates	Cedar Rapids, Iowa
Segal Consulting	Bloomington, MN

Approved By

Purchasing

Date

Approved By

Department Director

Date

Approved By

Budget/CH

Date

Approved By

Chief Financial Officer

Date

City of Davenport

Department: Administration

Contact Info: Chief Jeff Bladel, Hanna Whitehurst | 563-888-2163

Action / Date

12/10/2025

Subject:

Resolution ratifying the Behavioral Health Services Agreement with the Iowa Primary Care Association (Iowa PCA) to provide funding for a Crisis Intervention Officer. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The Iowa Primary Care Association (Iowa PCA), now serving as the state's Behavioral Health Administrative Services Organization (BH-ASO), has transitioned to a unified Behavioral Health Services System beginning July 1, 2025. As part of this transition, the Iowa PCA has offered the City of Davenport a Behavioral Health Services Agreement that provides funding support for the Police Department's Co-Responder Program.

The Co-Responder Program pairs a full-time Crisis Intervention Officer (a sworn Davenport police officer) with a mental health professional from Vera French. Together, they respond to mental health-related calls, conduct follow-up visits, coordinate services, and help connect individuals in crisis to the most appropriate resources.

The agreement provides up to \$100,000 in year one to support personnel costs associated with the Crisis Intervention Officer position. To ensure the agreement follows the City's standard approval procedures, staff is requesting City Council ratification. Ratifying the agreement will allow the Police Department to fully participate in the state's updated behavioral health system, maintain continuity of crisis response services, and support the long-term sustainability of the Co-Responder Program in partnership with the BH-ASO. This is a cooperative agreement with the agreement held between Vera French and the Iowa PCA.

Attachments:

1. Resolution
2. Agreement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION ratifying the Behavioral Health Services Agreement with the Iowa Primary Care Association (Iowa PCA) to provide funding for a Crisis Intervention Officer.

WHEREAS, the Iowa Primary Care Association (Iowa PCA), serving as the State of Iowa's Behavioral Health Administrative Services Organization (BH-ASO), implemented a statewide transition to a unified Behavioral Health Services System effective July 1, 2025; and

WHEREAS, as part of this transition, the Iowa PCA has offered the City of Davenport a Behavioral Health Services Agreement that provides funding to support for the Davenport Police Department's Co-Responder Program; and

WHEREAS, the Co-Responder Program pairs a full-time Crisis Intervention Officer with a Mental Health Professional from Vera French to respond to mental-health-related calls, conduct follow-up contacts, coordinate care, and improve outcomes for individuals experiencing crisis within the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Behavioral Health Services Agreement with the Iowa Primary Care Association (Iowa PCA) to provide funding for a Crisis Intervention Officer is hereby ratified.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Gil Proehl
City of Davenport



June 14, 2025

Dear Gil,

The Iowa Primary Care Association (Iowa PCA), the state's new Behavioral Health Administrative Services Organization (BH-ASO), is excited to be reaching out to your organization to offer a contract for services within Iowa's behavioral health continuum of care. The continuum of care is defined within Iowa's Behavioral Health Service System Statewide Plan and includes prevention, early intervention, treatment, recovery, and crisis services. There is a brief overview of the Iowa PCA and our role as the BH-ASO at the end of this letter.

The contracting approach of the Iowa PCA, as the BH-ASO, provides access and sustainability funding for services core to the continuum of care. These contracted services are one component of Iowa's new Behavioral Health Service System Statewide Plan. Another component is Iowa HHS's new Safety Net Management Information System (SN-MIS) and associated fee schedule for billable services. We have included this information as well, and those services will be billed directly to Iowa HHS for reimbursement and therefore are not included in this contract or reimbursable by the Iowa PCA.

[Click here for draft SN-MIS fee schedule](#)

During this transition, services core to the continuum of care and service areas in effect now are expected to carry over on July 1, 2025. With that goal in mind, below are some key principles about the approach to contracting during this continuity period as we collectively work together to transition to the new service system.

- Iowa's Mental Health and Disability Services (MHDS) Regions SFY24 expenditure data and contract information was used to identify behavioral health and disability services that will be paid through the SNMIS or through the BH-ASO.
 - We have attempted to extract all direct services core to the continuum and eligible for access and sustainability funding and included them in one contract, by provider or partner, to carry forward July 1, 2025 in services areas as of June 30, 2025. Dollars identified as one-time investments by MHDS Regions are not included in the BH-ASO contracts effective July 1, 2025.
 - The rates in Attachment B are consistent across the state and were set by Iowa HHS based on historical expenditures data from both Iowa HHS contracts and as provided by the legacy MHDS regions.
-

- The contact information populated in the contracting package is based on the information your organization submitted to us through the Provider Profile Form on our [website](#). There may be additional information your organization is asked to populate in the package.

We recognize that the process that was followed above may result in services, counties, or funding not being accounted for in the contracting package your organization receives. Please review all components of the package described below and reach out to bhasopviderrelations@iowapca.org to report any inaccurate information as soon as possible.

In addition to this cover letter, key components of the contracting package include:

1. Behavioral Health ASO Service Agreement – sets the general terms and conditions for the overall business relationship. When designing this document, the Iowa PCA sought continuity and streamlining across all providers. With this in mind, we will be accepting minimal changes to this document.
2. Attachment A: Product Attachments – the number of attachments will vary depending upon the services your organization provides (up to 7 total). These service descriptions and requirements were developed by Iowa HHS and include state and federal regulations. The Iowa PCA does not have authority to amend these.
3. Attachment B: Rate Sheet – the rates in this attachment are consistent across the state and were set by Iowa HHS based on historical data provided by the legacy MHDS Regions.
4. Attachment C: Data & Reporting – as the system develops, we will have additional details on the requirements for data reporting necessitating future amendment.
5. Attachment D: Business Associate Agreement (BAA) – a legally binding agreement between a covered entity (healthcare provider, health insurance plan, etc.) and a business associate (a third party who performs certain functions or provides services that involve access to protected health information (PHI)). When designing this document, the Iowa PCA sought continuity and streamlining across all providers. With this in mind, we will not be accepting changes to this document.

The Iowa PCA is open to further discussion and is striving to maintain continuity of all services that are carrying forward in the state's continuum of care while also streamlining this important work across the state. After reviewing all the attachments, please take one of two actions:

- 1) Execute the contract by signing all fields and submitting back to the Iowa PCA via the e-signature process.
-

- 2) Reach out to bhasoproviderrelations@iowapca.org to schedule time to discuss this contract further.

The Iowa PCA is working to have all negotiations finalized and contracts fully executed no later than June 20, 2025.

Upon execution, please also:

1. Upload a copy of your most recent W-9 to the link in the email, and
2. Fill out the Electronic Funds Transfer information attached.



We appreciate your engagement and responsiveness to this request as we collectively work together to transition this system on July 1, 2025. We look forward to our partnership!

Sincerely,



Aaron L. Todd
Chief Executive Officer
Iowa Primary Care Association



Jeni Hanselman
Chief Behavioral Health Officer
Iowa Primary Care Association

About the Iowa PCA and Its Role as the New BH-ASO

The Iowa PCA is recognized as a national leader in health information technology, value-based care partnerships, quality improvement, organizational change management, and systems change. As the statewide BH-ASO, the Iowa PCA will draw upon these competencies, our experiences, and continue to seek input from local stakeholders to inform their approach to system redesign efforts and to ensure a smooth transition to the new model. The BH-ASO is responsible for ensuring all Iowans have clear, consistent pathways to care and the support they need within each behavioral health district through installation of behavioral health system navigation. The Iowa PCA will meet regularly with local leaders, school officials, law enforcement, health care providers and public health professionals to discuss behavioral health needs at a local level. We will also engage in district assessment and planning that is aligned with the state's Behavioral Health Service System Statewide Plan. Over time, we will instill a unified operational approach for each of the seven behavioral health districts with guidance and input from the Behavioral Health District Advisory Councils, resulting in a more streamlined and efficient system of care.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CITY OF DAVENPORT	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) GOVERNMENT	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 226 W 4TH ST	Requester's name and address (optional)
6 City, state, and ZIP code DAVENPORT, IA 52801	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

4

2

-

6

0

0

4

4

6

3

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature U.S. perso *Rebecca J Woolen*

Date **02/18/2025**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



Behavioral Health – Administrative Services Organization Agreement - SIGNATURE PAGE

In consideration of the promises and representations stated, the Parties agree as set forth in this Agreement. The Authorized Representative acknowledges, warrants, and represents that the Authorized Representative has the authority and authorization to act on behalf of its Party. The Authorized Representative further acknowledges and represents that he/she received and reviewed this Agreement in its entirety.

The Authorized Representative for each Party executes this Agreement with the intent to bind the Parties in accordance with this Agreement.

Provider's Legal Name ("Provider") – Matching the applicable tax form (i.e., W-9, Line 1): City of Davenport	
Authorized Representative's Signature: 	Authorized Representative's Name – Printed: Gil Proehl
Authorized Representative's Title: Police Captain	Authorized Representative's Signature Date: 6/18/2025 14:44 CDT
Telephone Number: 563-888-2094	Email Address – Official Correspondence: Gil.Proehl@davenportiowa.com
Mailing Address – Official Correspondence: 226 West 4th Street Davenport, Iowa 52801	Payment Address – If different than Mailing Address:
IRS 1099 Address – If different than Mailing Address:	Tax ID Number – As listed on corresponding tax form: 42-6004463

Iowa Primary Care Association ("BH-ASO")	
Authorized Representative's Signature: 	Authorized Representative's Name – Printed: Aaron L. Todd
Authorized Representative's Title: Chief Executive Officer	Authorized Representative's Countersignature Date: 6/18/2025 14:41 CDT
Mailing Address – Official Correspondence: 500 S.W. 7th Street, Suite 300, Des Moines, IA 50309	Email Address – Official Correspondence: atodd@iowapca.org
Effective Date of the Agreement ("Effective Date"): July 1, 2025	

Behavioral Health Services Agreement

Provider and BH-ASO enter into this Behavioral Health Services Agreement (the “Agreement”) as of the Effective Date set forth on the Signature Page above. Provider and BH-ASO each are referred to as a “Party” and collectively as the “Parties.”

RECITALS

- 1) WHEREAS BH-ASO is a non-profit corporation contracted with the Iowa Department of Health and Human Services to serve as the Behavioral Health Administrative Services Organization in all behavioral health districts in the State of Iowa under 2024 Iowa Acts, chapter 1161 (the “**BHDADS Systems Act**”) and pursuant to Contract # BEHEOPC-25-201 as amend from time-to-time (the “**State ASO Contract**”);
- 2) WHEREAS Provider is approved by required governmental agencies to provide behavioral health care and/or other related services and supplies and desires to provide services to eligible recipients in accordance with the law; and
- 3) WHEREAS the Parties intend by entering into this Agreement that they will make behavioral health care and/or other related services and supplies available to eligible recipients under this Agreement.

NOW, THEREFORE, in consideration of the promises and representations stated, the Parties agree as follows:

SECTION 1 – DEFINITIONS

The terms set out below shall have the meanings assigned to them in this Agreement. If a term is not defined in this Agreement, it shall have the meaning assigned to it in the BHDADS Systems Act or the State ASO Contract, or other applicable state or federal code or regulations. In the event of conflict between such definitions, the definition given to a term by the BHDADS Systems Act shall control.

- 1.1 **BH-ASO:** Shall have the meaning set forth on the Signature Page.
- 1.2 **BHDADS Systems Act:** Shall have the meaning set forth in the Recitals.
- 1.3 **Consumer:** An individual seeking services through the Iowa Behavioral Health Services System and which meets the applicable eligibility requirements.
- 1.4 **Deliverables:** Shall mean those required materials, reports, and other data or communications that Provider must provide BH-ASO as set out in Attachment A or B.
- 1.5 **District:** Shall have the meaning assigned to it in the BHDADS Systems Act and the State ASO Contract.
- 1.6 **District Plan:** Shall have the meaning assigned to it in the BHDADS Systems Act and the State ASO Contract.
- 1.7 **Government Contract:** Any Agreement between, or applicable to, the Iowa HHS and the BH-ASO related to the Services.
- 1.8 **Iowa HHS:** The Iowa Department of Health and Human Services.
- 1.9 **Law:** Without limitation, federal, state, tribal, or local statutes, codes, orders, ordinances, and regulations applicable to this Agreement including but not limited to:
 - a. SAMHSA Subrecipient Federal Regulations: 2 CFR 200.331(a)(1-5);
 - b. SAMHSA Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) Block Grant Regulations: 45 CFR Part 96 Subpart L;



- c. Community Mental Health Services Block Grant regulations for an approved State application pursuant 42 USC CHAPTER 6A, SUBCHAPTER XVII, Part B, subpart I, §300x;
 - d. Centers for Disease Control (CDC), Office on Smoking and Health, National and State Tobacco Control Program;
 - e. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA).
 - f. Specific Service Guidance developed by Iowa HHS.
- 1.10 **Loss:** Shall have the meaning assigned to in in Section 5(1) of this Agreement.
- 1.11 **Marks:** The trademarks, service marks, domain names, or logos of either Party.
- 1.12 **Personnel:** Staff and licensed healthcare providers employed or contracted by Provider for Services to Consumers.
- 1.13 **Policies and Procedures:** Those written policies and procedures, and general requirements from Iowa HHS, published by BH-ASO on its website that govern the relationship among Iowa HHS, the Provider, and BH-ASO, including any procurement policy, billing and payment process, grievance procedures, and provider handbook or similar materials.
- 1.14 **Provider:** Shall mean the entity designated on the Signature Page.
- 1.15 **Services:** Clinical or non-clinical assistance, in any of the following areas on the behavioral health continuum: prevention, early intervention, treatment, recovery, and crisis services and recovery supports, which the Provider is licensed and authorized to provide and is a requirement of this Agreement as set out in Attachment A and B.
- 1.16 **State:** Shall mean the State of Iowa.
- 1.17 **State ASO Contract:** Shall have the meaning set forth in the Recitals.
- 1.18 **State Behavioral Health Plan:** The plan developed by Iowa HHS, subject to public review and comment, that identifies and addresses systemic needs and adopts key strategies, tactics, and goals for the Behavioral Health Service System.

SECTION 2 – PROVIDER OBLIGATIONS

2.1 Standard of Care.

- a. Provider agrees to provide the Services and Deliverables set out in Attachment A and B to the District(s) outlined in Attachment A and B, and any other attachments adding Services or Deliverables.
- b. Provider will ensure all Services delivered hereunder are delivered in accordance with generally accepted standards of practice, generally acceptable standards of professional conduct, Law, and Policies and Procedures.
- c. Provider will maintain adequate Personnel to ensure Services are provided without wait lists and within any other standards set out by Law, Policies or Procedures, or the attachments.
- d. Provider shall prevent any abuse, neglect, or exploitation of Consumers while receiving Services and shall comply with all Law and reporting requirements related to abuse, neglect, or exploitation.

2.2 State Behavioral Health Plan and District Plan(s).

In addition to any standards set by Law, in the Policies and Procedures, or in attachments or amendments, Provider shall adhere to and provide Services in a manner which conforms with any standards set in the State Behavioral Health Plan or District Plan(s) or State ASO Contract.



- 2.3 Non-Discrimination.** Provider will not differentiate or discriminate against Consumers in a manner prohibited by Law or the State ASO Contract. Provider will provide Services in the same location, in the same general manner, in accordance with the same or substantially similar standards, and within the same general time or availability, regardless of payer.
- 2.4 Facilities, Equipment, and Personnel.** Provider's facilities, equipment, personnel, technology (hardware and software), and administrative services will be maintained at an industry standard level and quality necessary to perform Provider's duties under this Agreement and attachments and to comply with Law. Provider will further ensure that its Personnel comply with the applicable terms of this Agreement.
- 2.5 Use of Name.** Provider will participate in any program awareness activities conducted by the BH-ASO in accordance with Law or Government Contracts. Neither Provider nor BH-ASO will use the other's name, including, but not limited to, trademarks, service marks, domain names, or logos ("Marks") without the prior written approval of the other Party. This Agreement does not grant either Party a license or sublicense to the other Party's Marks. Notwithstanding the foregoing: (a) Provider may refer to BH-ASO as a program in which Provider participates; and (b) BH-ASO may use Provider's name and related information: (i) in BH-ASO's filings and publications to identify Provider as providing Services to Consumers; (ii) in communications to identify Provider to Consumers; and (iii) as may be required to comply with the Law or the State ASO Contract. Provider agrees that Provider's marketing materials related to this Agreement require BH-ASO's review and prior written approval unless otherwise noted in the Agreement.
- 2.6 Maintaining Records.** Provider will maintain complete and correct books and records relating to Services provided under this Agreement for tax, accounting, and operation purposes. Provider records will include, but are not limited to, any records required in Attachment A or B, medical, and billing records for each Consumer to whom Provider provides Services. The records Provider maintains related to Services provided hereunder shall contain all information required by Law, generally accepted professional practices, the Policies and Procedures, the State ASO Contract, and this Agreement. Any records will be owned and maintained by the Provider and Provider will retain such records for as long as required by Law. This section will survive any termination of this Agreement.
- 2.7 Annual Audit and On-Site Visits.** Provider shall engage a certified public accountant to conduct an annual financial audit and must provide the report of each such audit to the BH-ASO within one hundred eighty (180) days of Provider's fiscal year end. BH-ASO may periodically conduct site visits and reviews of Provider facilities and places of service, which such site visits may be in-person or virtual.
- 2.8 Confidentiality of Consumer Record.**
- a. To the extent applicable, Provider will comply with all applicable Laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and Government Contract regarding privacy and confidentiality. Provider will not disclose or use a Consumer's name, address, social security number, identity, other personal information, treatment modality, or medical and billing records without obtaining appropriate authorization, except as otherwise permitted or required by Law or in order to provide emergency or crisis services in accordance with the Law. This section does not affect or limit Provider's obligation to make available the record and other encounter data, and information concerning a Consumer's care to BH-ASO, a governmental agency,



or another provider of health care. This section will survive any termination. To the extent that BH-ASO performs services for or on behalf of Provider such that BH-ASO is a “business associate” to Provider as that term is defined by HIPAA or the HITECH Act, the Parties agree to abide by the terms of the Business Associate Addendum attached hereto as Attachment **D**.

- b. If in the course of performance of this Agreement, either Party provides the other Party with individually identifiable information related to a Consumer that is not otherwise protected by HIPAA or the HITECH Act, the receiving Party shall comply with all applicable data protection Law and use commercially reasonable safeguards to protect such information.

2.9 Informed Consent. Unless impracticable due to a crisis situation, Provider shall obtain informed consent from the Consumer and comply with all applicable state and federal data protection laws before sharing confidential Consumer data needed for BHDADS Systems navigation. Such BHDADS Systems navigation data sharing may include, but is not limited to, sharing between the following areas for service coordination: Aging and Disability, Medicaid Managed Care Organizations, Integrated Home Health, Justice-involved services, education systems and juvenile court services. Documents evidencing such informed consent shall include any and all language required by Law or the BH-ASO. The BH-ASO may request to review or approve Provider’s informed consent form prior to the use of such form.

2.10 Delivery of Consumer Information and Site Visit. To the extent permitted by Law, Provider shall provide data and other records, as required for reporting and quality improvement, to BH-ASO as outlined in Attachment A or B. Provider will deliver such data and records within seven (7) calendar days, or a shorter period if required by Law, upon request or as may be required by Law, the Policies and Procedures, or third-party payers. Such data includes but is not limited to: (i) Consumer’s complaints and grievances; (ii) utilization and program compliance; (iii) payment; (iv) state and federal regulatory requests; and (v) requests made by accreditation agencies.

- a. **Paper Records:** Notwithstanding the foregoing, BH-ASO will otherwise reimburse Provider a copying fee of ten cents (\$0.10) per page, not to exceed twenty dollars (\$20) per request. Provider will deliver a written invoice to BH-ASO within thirty (30) days of providing the requested records to the BH-ASO.
- b. **Electronic Records:** To the extent that Provider maintains records electronically, Provider will furnish BH-ASO electronic access to the items as requested by BH-ASO or as required by a governmental agency without charge. This section will survive any termination of this Agreement.

2.11 Consumer Access to Consumer Record. Provider will give each Consumer access to the Consumer’s Record and other applicable information in accordance with Law. This section will survive any termination of this Agreement.

2.12 Participation in Appeals and Grievance Programs. Provider will participate in and comply with BH-ASO and Iowa HHS’s grievance and appeals programs and assist any Consumers in filing a grievance.

2.13 Information Reporting and Changes. Provider will deliver to BH-ASO a complete and accurate list of its business/practice/facility locations and, as applicable, a list of Personnel. The information includes, but is not limited to, the information reasonably required by BH-ASO to produce provider directories and any subsequent changes to that information. Provider will be



required to deliver any changes as to its business/practice/facility locations and Personnel within fifteen (15) days of the date of such change.

- 2.14 **Data and Security; General Terms for Service Contracts; and Contingent Terms for Service Contracts.** Provider shall comply with all applicable Data and Security terms of the State ASO Contract, as well as the General Terms for Service Contracts, and Contingent Terms for Service Contracts referenced in the State ASO Contract.
- 2.15 **Licensure.** Provider represents that it, and its Personnel, has or have the appropriate, necessary, and applicable licenses, credentialing, and accreditation to provide Services in good standing, free of disciplinary action, and in unrestricted status. If required by Law, Provider and/or its Personnel shall maintain a current state controlled substances and/or federal Controlled Substance Act registration number. Provider will deliver evidence of licensure, credentialing, and accreditation to BH-ASO upon BH-ASO's request. Provider will promptly notify BH-ASO of changes in its and its Personnel's licensure, credentialing, and accreditation status, including, but not limited to, disciplinary action taken or proposed by any agency responsible for oversight of Provider and its Personnel.
- 2.16 **Unrestricted Status.** If applicable, Provider represents to its best knowledge, information, and belief, neither it, nor any contracted or employed individuals who provide services, medical director or prescriptions reimbursable by a federal health care program, or such other persons required to be screened under applicable Law have been excluded from participation in the Medicare Program, by the state's Medicaid Program, or any other federal health care program (collectively "Federal Health Care Program"). Provider agrees that it must check the Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities, the System for Award Management and any other applicable exclusion list required to be checked under applicable Law to determine whether Provider or any of its Personnel have been excluded from participation in any Federal Health Care Program. These databases must be checked for any new Personnel and thereafter not less than monthly. Provider will notify BH-ASO as soon as possible in writing if Provider determines that Provider or any of its Personnel are suspended or excluded from any Federal Health Care Program. Provider agrees that it is subject to 2 CFR Part 376.
- 2.17 **Legal Actions.** Provider will give prompt written notice to BH-ASO of: (i) a legal claim asserted by a Consumer related to Services and adjudicated with judgment against Provider and its Personnel and information about its resolution; and (ii) a criminal charge or indictment adjudicated against Provider or its Personnel and information about its resolution. This section will survive any termination of this Agreement.
- 2.18 **Liability Insurance.** Provider will maintain general liability insurance, professional liability insurance, automobile liability, umbrella liability, workers' compensation/employer liability, and property damage coverage consistent with industry standards and as required by Law, but such amount will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate for a policy year. Provider will maintain cyber insurance and additional insurance coverage consistent with industry standards and as required by Law, but such amount will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate for a policy year. Additionally, for each applicable Provider employee medical malpractice coverage shall be maintained consistent with industry standards and as required by Law, but such amount will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate for a policy year. Provider will deliver copies of such insurance policy to BH-ASO within ten (10)



business days of a written request by BH-ASO. Provider will deliver advance written notice fifteen (15) business days before any change, reduction, cancellation, or termination of its insurance coverage. This section will survive any termination.

- 2.19 **Compliance with Law and Government Contracts.** Provider will comply with the Law that is applicable to this Agreement. Provider acknowledges BH-ASO has entered into a State ASO Contract and Provider agrees it will comply with the applicable requirements from the State ASO Contract and any applicable amendment. Upon written request from Provider, BH-ASO will give Provider a copy of each relevant Government Contract under which Provider is participating, redacted to remove financial and other private and trade secret information.
- 2.20 **Fraud and Abuse.** Provider shall prevent any abuse, neglect, or exploitation of Consumers while receiving Services and shall comply with all Law and reporting requirements related to abuse, neglect or exploitation. Provider will comply with Law relating to fraud, waste, and abuse. Provider will establish and maintain policies and procedures for identifying and investigating fraud, waste, and abuse. In the event Provider discovers an occurrence of fraud, waste, or abuse, Provider will promptly notify BH-ASO. Provider will use best efforts to participate in and comply with investigations conducted by BH-ASO or by a governmental agency. This section will survive any termination.
- 2.21 **Consumer Satisfaction.** Provider shall use the process developed by BH-ASO, or if no process is developed Provider shall develop a process, to no less than annually seek input from Consumers on the quality of the Services provided by Provider. Provider shall annually report the finding to the BH-ASO.

SECTION 3 – PAYMENT

- 3.1 **Services Outside Scope of This Agreement.** Provider acknowledges that this Agreement does not address behavioral health services that are outside the scope of the defined Services in Attachment A. Any behavioral health services that are otherwise payable by Iowa Health Link, Iowa Medicaid fee for service, or other third-party payors shall be submitted to such payor. For example, behavioral health services which are provided to under-insured or uninsured Consumers below 200 percent of the federal poverty level which generate a billable code shall not be submitted to BH-ASO, rather such claims should be submitted to the Iowa HHS via the Safety Net Management Information System.
- 3.2 **Payment for Services.** BH-ASO shall pay Provider for Services in accordance with the payment schedule set forth in Attachment B. All payments from the BH-ASO are contingent upon appropriation from the Iowa Legislature and funding to the BH-ASO from Iowa HHS. Provider shall not hold the BH-ASO liable for non-payment due to the BH-ASO not receiving an appropriation from the Iowa Legislature or funding from Iowa HHS.
- 3.3 **Invoices for Services**
 - a. Provider will submit an electronic invoice to the BH-ASO by the tenth (10th) day of the month outlining the Services or Deliverables performed, unless otherwise agreed to in an attachment. BH-ASO will pay any undisputed invoices within sixty (60) days from receipt of invoice.
 - b. Invoices must contain any required elements for each Service set out in the attachments.
 - c. All invoices or claims must be submitted by the shorter of three (3) months after the last month in which that Service was last completed or thirty (30) days after the end of the



Iowa HHS fiscal year. Invoices submitted outside this timely filing requirement shall not be reimbursable.

- d. Upon request by BH-ASO, Provider will provide any records related to the invoice for review or audit by the BH-ASO or Iowa HHS.

3.4 **Consumer Hold Harmless.** Provider agrees in no event, including, but not limited to, non-payment, insolvency, or breach of this Agreement by BH-ASO, will Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Consumer or person acting on a Consumer's behalf for Services provided pursuant to this Agreement, unless otherwise permitted by Law.

3.5 **Consumer Grievances.** Provider shall not prohibit or induce a Consumer to not file a grievance for Services provided by Provider.

SECTION 4 – TERM AND TERMINATION

4.1 **Term.** This Agreement will commence on the Effective Date indicated by BH-ASO and will continue in effect for one (1) year and will renew for successive one (1) year terms unless terminated by either Party in accordance with this Agreement.

4.2 **Termination without Cause.** This Agreement may be terminated without cause at any time by either Party by giving at least one hundred eighty (180) days prior written notice to the other Party.

4.3 **Termination with Cause.** In the event of a breach of a material provision of this Agreement, the Party claiming the breach will give the other Party written notice of termination setting forth the facts underlying its claim that the other Party breached this Agreement. The Party receiving the notice of termination will have thirty (30) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other Party. During this thirty (30) day period, the Parties agree to meet as reasonably necessary and to confer to resolve the claimed breach. If the Party receiving the notice of termination has not remedied or cured the breach within such thirty (30) day period, the Party who delivered the notice of termination has the right to immediately terminate this Agreement upon expiration of the thirty (30) day period. Notwithstanding the forgoing, the BH-ASO may immediately terminate this Agreement under this Agreement, without providing the Provider the opportunity to cure a material breach should the BH-ASO reasonably believe the material breach of this Agreement to be non-curable.

4.4 **Immediate Termination.** Notwithstanding any other provision of this Agreement, this Agreement may immediately be terminated upon written notice to the other Party in the event any of the following occurs:

- a. Provider's license or any other approval needed to provide Services is limited, suspended, or revoked by a governmental or accrediting agency, or an indictment is issued against Provider;
- b. Provider fails to maintain adequate levels of insurance;
- c. Provider has not or is unable to comply with credentialing, accreditation, or licensing requirements;
- d. Provider becomes insolvent or files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, or a trustee in bankruptcy or receiver for Provider is appointed by appropriate authority;
- e. BH-ASO reasonably determines that Provider's facility, equipment, or Personnel are insufficient to provide Services;



- f. Provider is excluded/precluded from participation in a state or federal health care program;
- g. Provider is terminated as a provider by a state or federal health care program;
- h. Provider engages in fraud, waste, or abuse or permits fraud, waste, or abuse by another in connection with the Provider's obligations under this Agreement;
- i. BH-ASO reasonably determines that Services are not being properly provided or arranged for by Provider and such failure poses a threat to Consumer's health and safety;
- j. Provider violates any Law;
- k. Provider fails to satisfy the terms of a corrective action plan; or
- l. Termination is required by Iowa HHS or another governmental agency.

SECTION 5 – GENERAL CONDITIONS

- 5.1 **Indemnification.** Provider will indemnify and hold harmless the BH-ASO and its officers, directors, shareholders, employees, agents, and representatives, and the Iowa HHS, from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from a breach of the duties and obligations of the Provider or its officers, directors, shareholders, employees, agents, and representatives under this Agreement (a "Loss"). BH-ASO agrees to give the Provider prompt written notice of any claim made against the BH-ASO. To the extent that BH-ASO incurs a Loss as a result of the action of a government agency imposing a penalty or recoupment against BH-ASO, BH-ASO may recoup the amount of such Loss from the Provider or may set off the amount of the Loss against any reimbursement due Provider. This section will survive the termination of this Agreement.
- 5.2 **Relationship of the Parties.** Nothing contained in this Agreement is intended to create, nor will it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for effectuating this Agreement. This Agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. Nothing herein contained will prevent the Parties from entering into similar arrangements with other parties. Each Party will maintain separate and independent management and will be responsible for its own operations. Nothing contained in this Agreement is intended to create, nor will it be construed to create, any right in any third-party to enforce this Agreement.
- 5.3 **Governing Law.** The laws of the State of Iowa will govern this Agreement to the extent such laws are not preempted by federal laws.
- 5.4 **Entire Agreement.** This Agreement, including attachments, exhibits, amendments and incorporated documents or materials, contains the entire agreement between the Parties relating to the rights granted and obligations imposed by this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, between the Parties and relating to the subject matter of this Agreement, are of no force or effect.
- 5.5 **Severability.** If a term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or any governmental agency with oversight authority for this Agreement to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated because of such decision.
- 5.6 **Headings and Construction.** The headings in this Agreement are for reference purposes only and are not considered a part of this Agreement in construing or interpreting its provisions. It is the Parties' desire that if a provision of this Agreement is determined to be ambiguous, then the rule



of construction that such provision is construed against its drafter will not apply to the interpretation of the ambiguous provision. The following rules of construction apply to this Agreement: (i) the word “day” means calendar day unless otherwise specified; (ii) the term “business day” means Monday through Friday, except federal holidays; (iii) all words used in this Agreement will be construed to be of such gender or number as circumstances require; (iv) references to specific statutes, regulations, rules or forms, include subsequent amendments or successors to them; and (v) references to any government department or agency include any successor departments or agencies.

5.7 Non-exclusivity. This Agreement will not be construed to be an exclusive Agreement between the Parties.

5.8 Amendments.

- a. **Regulatory Amendments or Change to State ASO Contract.** BH-ASO may immediately amend this Agreement to maintain consistency or compliance with applicable policy, directive, Law, or the State ASO Contract at any time and without Provider’s consent. Such amendment will be binding upon Provider.
- b. **Non-Regulatory Amendments.** Notwithstanding the Regulatory Amendments section, BH-ASO may otherwise amend this Agreement upon thirty (30) days prior written notice to Provider. If Provider does not deliver a written disapproval to such amendment within the thirty (30) day period, the amendment will be deemed accepted by and binding upon Provider.

5.9 Delegation or Subcontract. Provider will submit to BH-ASO a list identifying Provider’s Subcontractors with a description of the services each Subcontractor provides as it relates to the performance of this Agreement. Provider will promptly submit updates to the list to BH-ASO. Provider will ensure each Subcontractor complies with the applicable terms of this Agreement. Provider’s contract with a Subcontractor will be in writing and will bind the Subcontractor to the applicable terms required for compliance with this Agreement. BH-ASO has the right to request Provider eliminate the use of a Subcontractor that does not meet the applicable terms of the Agreement and Provider will take reasonable action to comply with the request.

5.10 Assignment. Provider may not assign or transfer, in whole or in part, any rights, duties, or obligations under this Agreement without the mutual prior written consent of the BH-ASO. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of the Parties and respective successors in interest and assignees. Neither the acquisition of BH-ASO nor a change of its legal name shall be deemed an assignment.

5.11 Provider Grievance or Payment Dispute.

- a. In the event of a grievance or payment dispute, Provider shall submit a written grievance to the BH-ASO at the notice address set forth herein, or through the process set out in the Policies and Procedures, within sixty (60) days of the occurrence of the event(s) giving rise to the grievance. The written grievance shall include at a minimum: description of the issue, relevant Agreement section(s), and supporting evidence.
- b. BH-ASO shall promptly investigate the grievance and shall respond in writing within forty-five (45) days, with the results of the investigation into the claim and any resolution or corrective action. This forty-five (45) day timeline may be tolled by BH-ASO to the extent additional information is required from Provider or another party. If the timeline is tolled following the request for additional information, the remainder of the timeline shall begin to run upon receipt of the additional information by the BH-ASO or at such time that Provider indicates that such information is not available.



- c. If Provider continues to be dissatisfied with the outcome of the grievance or payment dispute following the investigation and response from BH-ASO, then Provider can appeal BH-ASO's decision to the State.

5.12 Notice.

- a. **Delivery.** All notices required or permitted by this Agreement will be in writing and delivered: (i) in person; (ii) by U.S. Postal Service ("USPS") registered, certified, or express mail with postage prepaid; (iii) by overnight courier that guarantees next day delivery; (iv) by email. Notice is deemed given: (i) on the date of personal delivery; (ii) on the second business day after the postmark date for USPS registered, certified, or express mail with postage prepaid; (iii) on the date of delivery shown by overnight courier; or (iv) on the date of transmission for email.
- b. **Addresses.** The mailing address and email address, set forth under the Signature Page will be the Party's information for delivery of notice. Each Party may change its information through written notice in compliance with this section without amending this Agreement. Notice will be sent to the attention of the Authorized Representative.

5.13 **Waiver.** A failure or delay of the BH-ASO to exercise or enforce any provision of this Agreement will not be deemed a waiver of any right of the BH-ASO. Any waiver must be specific, in writing, and executed by the Parties.

5.14 **Execution in Counterparts and Duplicates.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree facsimile signatures, pdf signatures, photocopied signatures, electronic signatures, or signatures scanned and sent via email will have the same effect as original signatures.

5.15 **Force Majeure.** Neither Party will be liable or deemed to be in default for any delay or failure to perform any duty under this Agreement resulting directly or indirectly, from acts of God, civil or military authority, acts of a public enemy, war, accident, fire, explosion, earthquake, flood, strikes by either Party's employees, or any other similar cause beyond the reasonable control of such Party if it is determined that: (i) the Party used the efforts a reasonable person would during the force majeure event to perform its duties under this Agreement; and (ii) the Party's inability to perform its duties during the force majeure event is not due to its failure to take measures to protect itself against the force majeure event.

5.16 **Confidentiality.** Any information disclosed by either Party in fulfillment of its duties under this Agreement will be kept confidential. Provider will not disclose or release information to a third-party without the written consent of BH-ASO. However, each Party may share information with its subsidiaries and affiliates and its respective Personnel and designees as necessary to fulfill the terms of this Agreement. Nothing in the Agreement will preclude either Party from disclosing information as required for compliance with a Law or as required to comply with a governmental authority request provided that the information is only disclosed in a manner and to the extent required for compliance and in accordance with applicable Law. Provider will either return confidential information or destroy confidential information and provide confirmation of the destruction to BH-ASO upon request if the Agreement terminates. This section will survive any termination.

5.17 **Expenses.** Unless otherwise specifically stated in the Agreement, all costs and expenses incurred in connection with this Agreement will be paid by the Party incurring the cost or expense.

5.18 **Offshore Resources.** Neither Provider nor its Subcontractors will perform any work, or store any data, related to the administration of the Agreement outside the United States of America.



ATTACHMENT A

SERVICES AND REQUIREMENTS

Provider agrees to provide the following Services or Deliverables, for the locations (if applicable) and fees in Attachment B, and adhere to the following requirements and Laws for those services. Additional services may be listed with a fee in Attachment B.

Co-Responder

1. Crisis Intervention Officer: Provider shall provide one full time Crisis Intervention Officer (CIO) which shall perform the following duties:
 - a. Maintain a professional working relationship with the mental health professional assigned.
 - b. Be the direct liaison between the mental health community and Provider.
 - c. Respond to mental health related calls for the Provider's designated area.
 - d. Complete mental health follow-ups with identified consumers or referrals from patrol.
 - e. Complete assessments of individuals in a mental health crisis to determine if involuntary hospitalization is required.
 - f. Provide transportation to locally identified resources best suited for the Consumer requesting/requiring hospitalization.
 - g. Develop a resource guide linking all community stakeholders for their District or service area.
 - h. Coordinate with local mental health agencies for continuity of care.
 - i. Attend meetings with local facilities, hospitals, courtroom work groups, and other key stakeholders, as required.
 - j. Maintain, or cause Provider to maintain, data pertinent to the services required by the CIO. This includes, but is not limited to, number of Consumers responded to.
 - k. Attend roll calls, monthly or as needed, to educate patrol officer and supervisors about the program.
 - l. Work closely with the BH-ASO to improve implementation of the co-responder program.
 - m. Participate in any applicable training offered or required by the BH-ASO.
 - n. Other duties or responsibilities as assigned or required by Law.
2. Requirements
 - a. CIO must be a certified and sworn law enforcement officer under the authority and employment of the Provider.
 - b. Provider's Chief of Police, or designee, shall select the employee to be the CIO.
 - c. Provider shall supervise the CIO.
 - d. Provider shall supply the following to the CIO:
 - i. Unmarked police motor vehicle



- ii. Office space (including, but not limited to, a desk)
 - iii. All standard issue police equipment
 - e. Provider shall pay the salary/wages, unemployment benefits, taxes, FICA, and any other compensation and benefits associated with CIO.
 - f. Provider shall maintain workers compensation insurance.
- 3. Mental Health Professional
 - a. An individual from Vera French will be assigned as a Mental Health Professional (MHP) as a resource available to respond and provide assistance upon dispatch or request of Provider.
 - b. CIO and MHP agree to share any relevant and appropriate data and information necessary to respond to the deliverables in Section 1 of this Attachment.
 - c. CIO will keep any information shared by MHP confidential unless otherwise required by Law to disclose the information.
- 4. Funding in Future Agreement Year
 - a. Provider and BH-ASO agree to reduce funding in future years, beginning no later than 2027, to increase Provider, or other funder, share and decrease BH-ASO share. This will be done in an effort to increase local buy-in and sustainability of the program.
 - b. The BH-ASO portion of funding the program will be stepped down annually, starting no later than 2027, by the following:
 - i. Step Down Year One: BH-ASO will fund 75% of cost of CIO.
 - ii. Step Down Year Two: BH-ASO will fund 50% of cost of CIO.
 - iii. Step Down Year Three: BH-ASO will fund 25% of cost of CIO.
 - iv. Step Down Year Four and ongoing: BH-ASO will fund 25% of cost of CIO.
- 5. Additionally, Provider agrees to the following:
 - a. **Amendments.** Provider and BH-ASO agree that additional or revised requirements to the Services and Deliverables may not be available until after July 1, 2025. Provider and BH-ASO agree that additional amendments or revisions may be required during the first year of this Agreement and will not be implemented with less than sixty (60) days notice, unless otherwise required by Law.
 - b. **Workstream Identification.** When applicable, Provider will be required to identify the priority areas for each Service and funding streams as applicable and work with BH-ASO to develop a budget for those priority areas and or Service Areas.
 - c. **Attestations.** If applicable, Provider will receive attestation forms for certain Services Provider agrees to promptly sign and return these forms or Provider may not be eligible for funding.
 - d. **Guidance.** Provider will comply with all Service specific Guidance provided by Iowa HHS.



- e. **State General Provisions.** Additional provisions from the State of Iowa and Iowa HHS will be available in the BH-ASO Policies and Procedures.



Additionally, Provider agrees to the following

1. **Amendments.** Provider and BH-ASO agree that additional or revised requirements to the Services and Deliverables may not be available until after July 1, 2025. Provider and BH-ASO agree that additional amendments or revisions may be required during the first year of this Agreement and will not be implemented with less than sixty (60) days notice, unless otherwise required by Law.
2. **Workstream Identification.** When applicable, Provider will be required to identify the priority areas for each Service and funding streams as applicable and work with BH-ASO to develop a budget for those priority areas and or Service Areas.
3. **Attestations.** If applicable, Provider will receive attestation forms for certain Services Provider agrees to promptly sign and return these forms or Provider may not be eligible for funding.
4. **Guidance.** Provider will comply with all Service specific Guidance provided by Iowa HHS.
5. **State General Provisions.** Additional provisions from the State of Iowa and Iowa HHS will be available in the BH-ASO Policies and Procedures.



ATTACHMENT B
FEE SCHEDULE

Co-Responder Rate Sheet:

Cost	Amount	Area
Salary and Benefits	100,000.00	

These funds shall not be used for the purchase of a vehicle or weapons.

Unless otherwise noted in Attachment B, Provider will continue providing services at the current service level in the current areas which the Provider was contracted to provide services during state FY 2025.

The BH-ASO reserves the right to engage with the Provider in a process of retrospective settlement based on funds paid for by the SN-MIS, Iowa Medicaid, or other third parties to offset access and sustainability funds, if applicable.



ATTACHMENT C

DATA AND REPORTING

Provider and BH-ASO agree to meet between July 1, 2025 and March 1, 2026 to fully establish required data and reporting, including but not limited to evidence-based outcomes, and required format for submission. No less than sixty (60) days notice will be given for the data and reporting requirements, unless the requirement has a shorter implementation date as required by Law.



ATTACHMENT D

BUSINESS ASSOCIATE ADDENDUM

To the extent that BH-ASO provides services to Provider such that BH-ASO becomes a “business associate” to provider as that term is defined by HIPAA and the HITECH Act, Provider (the “Covered Entity”), and BH-ASO (the “Business Associate”) are bound as follows:

RECITALS

- A. Covered Entity is a health care provider of behavioral health services subject to the Health Insurance Portability and Accountability Act (“HIPAA”).
- B. Business Associate provides certain services for or on behalf of the Covered Entity pursuant to that certain agreement titled Behavioral Health Services Agreement and effective as of the date set out above (the “Services Agreement”; provided, however, if the title and effective date of the Services Agreement are left blank herein, this Agreement shall be deemed to apply to any and all agreements entered into prior to, on or after the Effective Date (as defined herein) of this Agreement, by and between Covered Entity and Business Associate).
- C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information and Electronic Protected Health Information disclosed by, or created, received, maintained or transmitted by Business Associate on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

I. DEFINITIONS

- 1.1 **“Business Associate”** shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party identified above as Business Associate, provided that such party shall only become a Business Associate until and if it meets the definition of Business Associate under the HIPAA Rules.
- 1.2 **“Covered Entity”** shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party identified above as Covered Entity.
- 1.3 **“Document Demand”** has the meaning set forth in Section 3.12.
- 1.4 **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended at the time the section is to be applied.
- 1.5 **Remaining Terms.** Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in the HIPAA Rules, including but not limited to: Breach, Data Aggregation, Designated Record Set, Disclose or Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy



Practices, Protected Health Information or PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. PERMITTED USES AND DISCLOSURES OF PHI

- 2.1 **Services Agreement Uses and Disclosures.** Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- 2.2 **Other Permitted Uses.** If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.
- 2.3 **Other Permitted Disclosures.** If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

- 3.1 **Compliance with HIPAA Rules.** Business Associate shall comply with all applicable provisions of HIPAA Rules in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity's obligations, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.
- 3.2 **Prohibition on Unauthorized Use or Disclosure.** Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.
- 3.3 **Minimum Necessary**
- (a) Business Associate shall limit its use and disclosure of PHI under this Agreement to the Minimum Necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the Minimum Necessary to accomplish the intended purpose of any disclosure of PHI.
- (b) Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of HIPAA Rules.



- 3.4 Safeguarding PHI; Security Regulations.** Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with HIPAA Rules with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.
- 3.5 Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.
- 3.6 Reporting.** In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to the Covered Entity promptly in writing and in any event, within forty-five (45) days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement, the term Security Incident does not include inconsequential incidents that occur on a frequent basis such as scans or “pings” that are not allowed past Business Associate’s firewall. Notwithstanding this Section 3.6, the Business Associate’s reporting obligations regarding any Breach are set forth in Article IV.
- 3.7 Subcontractors.** Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- 3.8 Access.**
- (a) Within forty-five (45) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual’s request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.
 - (b) In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity immediately and take no direct immediate action on any such request. If Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with Covered Entity to provide to any Individual, at the Covered Entity’s direction, any PHI requested by such Individual.
- 3.9 Amendment.**
- (a) If the Covered Entity requests that Business Associate amend any Individual’s PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.
 - (b) In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within forty-five (45) days



of Business Associate's receipt of such request and shall take no direct immediate action on the request.

3.10 Records Availability. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA Rules.

3.11 Accounting of Disclosures.

(a) If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within forty-five (45) days of such request, make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

(b) In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within forty-five (45) days forward such request to the Covered Entity and shall take no direct action on the request.

3.12 Demands for Production of PHI.

(a) **Receipt by Business Associate.** If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity immediately, and in no event later than forty-five (45) days of Business Associate's receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

(b) **Receipt by Covered Entity.** If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

3.13 Request for Restrictions on Disclosure of PHI. As required by the HIPAA Rules (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

3.14 Remuneration for PHI. Except as explicitly permitted in the Services Agreement or as permitted under the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.



3.15 Marketing Restrictions. Business associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.

3.16 Fundraising Limitations. Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of the Covered Entity are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

IV. BREACH NOTIFICATION.

4.1 Risk Assessment by Business Associate. If Business Associate becomes aware of a potential Breach, Business Associate shall complete a risk assessment of the potential Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2).

4.2 Notification to Covered Entity. If, after completing such risk assessment, Business Associate concludes that there was a Breach, Business Associate shall notify the Covered Entity of the Breach as soon as reasonably possible, and in all cases within forty-five (45) days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that a Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such Breach. The notification shall also include: (a) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to protect themselves from potential harm resulting from the Breach; and (d) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to the Covered Entity under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

4.3 Delayed Notification to Covered Entity. Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name



of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than forty-five (45) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to demonstrate the reason for the delayed notification and that the required notification under this paragraph was made.

- 4.4 Notification to Individuals, the Secretary and/or the Media.** In the event of a Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to a Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including reasonable attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Additionally, in the event of a Breach, Business Associate agrees to pay for the credit monitoring fees for affected individuals for a period of at least two (2) years of credit monitoring.

V. TERM AND TERMINATION

- 5.1 Term.** This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.
- 5.2 Termination for Cause.** Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Services Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA Rules. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within forty-five (45) days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach, end the violation within the specified time period or cure is not possible, this Agreement and the Service Agreement shall automatically and immediately terminate, unless termination is infeasible. Business Associate acknowledges that if cure is not possible and termination of the Services Agreement and this Agreement is infeasible, as determined in the sole discretion of the Covered Entity, Covered Entity may report the violation to the Secretary.
- 5.3 Termination after Repeated Violations.** Notwithstanding any provision in the Agreement, Covered Entity may terminate the Services Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA Rules, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.
- 5.4 Obligations Upon Termination.** Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other



conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

- (a) Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within forty-five (45) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. INDEMNIFICATION; INSURANCE

- 6.1 **Indemnification by Business Associate.** Business Associate will indemnify and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA Rules, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.
- 6.2 **Right to Tender or Undertake Defense.** If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- 6.3 **Right to Control Resolution.** Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business



Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

6.4 Insurance. Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

6.5 Conflicts. With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

VII. GENERAL PROVISIONS

7.1 Effect. The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

7.2 Amendment. Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA Rules. All such amendments shall be made in a writing signed by both parties.

7.3 No Third Party Beneficiaries. This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third-party beneficiary, including without limitation Individuals who are the subject of PHI.

7.4 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.5 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.

7.7 Relationship of the Parties. Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

7.8 Counterparts; Facsimile Signature. This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

7.9 Notification

(a) Notice to Business Associate and Covered Entity shall be the same as in the Agreement.



7.10 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA Rules.







Electronic Funds Transfer (EFT) Vendor Payment Authorization Form

Iowa Primary Care Association, INConcertCare, Inc. or IowaHealth+ offers the option of receiving payments via EFT to our vendors. Payments will be electronically deposited into your company's designated bank account below through EFT. An EFT payment remittance advice will be delivered via the email address specified on the form below. EFT terms are NET 30, but the contractual terms can override this. The form is to be completed by the vendor and must contain the signature of a company authorized individual.

Vendor Information

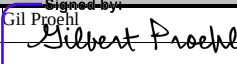
Vendor Name	City of Davenport
Contact Name	Gil Proehl
Contact Title	Police Captain
Email for EFT remittance (required)	Gil.Proehl@davenportiowa.com

Financial Institution Information

Bank Name	Quad City Bank & Trust
Nine-Digit EFT Routing Transit Number	073902232
Account Number	8523870
Account Type	Checking

Authorization

I hereby authorize Iowa Primary Care Association, INConcertCare, Inc. or IowaHealth+ to electronically credit the account above for payments (and, if necessary, electronically debit the account to correct erroneous credits). I understand that this authorization will remain in full force and effect until Iowa Primary Care Association, INConcertCare, Inc. or IowaHealth+ receives written notification of its termination. Notification must be sent to **ACNTPAY@IOWAPCA.ORG** at least three (3) days in advance of the effective date of termination.

Name	Gil Proehl
Signature (required)	
Title	Police Captain
Date	6/18/2025 14:44 CDT

SCAN FORM & SEND VIA SECURE EMAIL TO **ACNTPAY@IOWAPCA.ORG** (must include signature)

City of Davenport

Department: Administration

Contact Info: Hanna Whitehurst, Chief Bladel | 563-888-2163

Action / Date

12/10/2025

Subject:

Resolution approving a one-year Co-Responder Services Agreement, with one optional one-year renewal, with Vera French Community Health Center in an amount not to exceed \$200,000. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

At the April 9, 2025, City Council meeting, the allocation of the American Rescue Plan Act (ARPA) interest monies was approved (Council Action 2025-150), including \$200,000 to Vera French for the expansion of the Co-Responder Program.

The City of Davenport has engaged its Police Department since February 2024 in co-responder services with Vera French personnel. Co-Responder services include, but are not limited to, responding to crisis calls from dispatch with Davenport Police Department, implementing principles of Trauma Informed Care, conducting crisis assessment for each individual crisis, providing direct evaluation, de-escalation, support, and education, attending appropriate community events as requested and able, conducting safety planning, building relationships with Police Departments and First Responders, and issuing referrals to appropriate level of care in the community.

This contract allows Vera French to provide an additional Co-Responder to partner with the Davenport Police Department. This model will allow for at least one co-responder to work each day of the week, excluding national holidays, and ensure peak hours (between 11:00 a.m. and 7:00 p.m.) are covered.

Attachments:

1. Resolution
2. Co-Responder Services Agreement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a one-year Co-Responder Services Agreement, with one optional one-year renewal, with Vera French Community Health Center in an amount not to exceed \$200,000.

WHEREAS, since February 2024, the City of Davenport, through its Police Department, has engaged in co-responder services with Vera French Community Health Center; and

WHEREAS, the City seeks to contract with the Vera French for expanded co-responder services to support individuals experiencing a psychiatric crisis within Davenport, Iowa; and

WHEREAS, both parties wish to continue their collaboration as co-responders to support the well-being of the Davenport community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a one-year Co-Responder Services Agreement, with one optional one-year renewal, with Vera French Community Health Center in an amount not to exceed \$200,000 is hereby approved.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**City of Davenport
And
Vera French Community Mental Health Center
Co-Responder Services Agreement**

This Agreement (the “Agreement”), entered into upon the date both parties have signed and, is by and between the City of Davenport (hereinafter referred to as the “City”) and Vera French Community Mental Health Center (hereinafter referred to as “Provider”) and collectively referred to as the Parties.

RECITALS

WHEREAS, the City of Davenport has engaged its Police Department since February 2024 in co-responder services with Provider personnel;

WHEREAS, the Parties seek to continue working as co-responders for the benefit of individuals in Davenport, Iowa;

WHEREAS, the City is interested in contracting with the Provider to purchase expanded co-responder services for the benefit of individuals experiencing a psychiatric crisis in Davenport, Iowa.

WHEREAS, Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance use and habilitation services, and is interested in contracting with the City to provide such expanded services for the benefit of individuals in Davenport, Iowa.

In consideration of the premises and promises contained herein, it is mutually agreed by and between the City and Provider as follows:

**SECTION 1
Definitions**

Assignment: The act of transferring to another all or part of one’s property interest or rights.

Police Chief: Administrator of the City’s Police Department Management Plan as approved by the Mayor and City Council of Davenport, Iowa.

Copayment: The amounts which may be charged to the individual at the time services are rendered.

Covered Services: Services enumerated in the City’s Police Department Management Plan as approved by the Mayor and City Council.

Co-Responder Services: Includes but are not limited to, responding to crisis calls from dispatch with Davenport Police Department, implementing principles of Trauma Informed Care, conducting crisis assessment for each individual crisis, providing direct evaluation, de-escalation, support, and education, attending appropriate community events as requested and able, conducting safety planning, building relationships with Police Departments and First Responders, and issuing referrals to appropriate level of care in the community.

HIPAA: Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and all related regulations.

Individual Authorization of Release of Information: An individual authorization for release of information is a standard form, signed by an individual, to allow disclosure of their personal health information. The form must comply with the requirements of HIPAA and include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The individual may revoke the authorization at any time.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

The City's Police Department Individual: A person who is eligible and authorized to receive co-responder services as defined in the City's Police Department Management Plan as approved by the Mayor and City Council of Davenport, Iowa (hereinafter referred to as an "Individual" in this Agreement).

City Management Plans: The City's plans developed to specify an array of cost-effective individualized services and supports for which the City will provide funding, including co-responder services.

SECTION 2

Duties of Provider

Section 2.1 Licensing. The Provider shall obtain and maintain all licenses, permits, certifications, and other authorizations required under applicable federal and state laws and regulations to perform the services described in this Agreement.

Section 2.2 Provision of Covered Services. Provider shall provide co-responder services, to individuals and families in need, who shall be identified by emergency dispatch. Such services shall be rendered in compliance with applicable laws, and regulations. Provider shall provide covered services in a manner which: (a) documents the services provided, in conformance with federal, state and local laws and regulations, and (b) protects the confidentiality of the individual's medical records and Protected Health Information.

Section 2.3 Access to Records. Unless otherwise prohibited by applicable statutes or regulations, Provider shall allow specified City police department personnel access to records of individuals served under this contract for purposes of appeals, utilization review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. The Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) per page.

Section 2.4 Service Shifts. Provider shall provide services based on a schedule including four (4) days of ten (10) hour shifts for co-responders. Provider agrees to have at least one co-responder working each day of the week, excluding national holidays when services will be provided only by the City and co-responder positions will be filled with appropriate City staff.

On days in which two co-responders are working, they will work offsetting shifts to provide as much coverage as possible within peak call for service hours, unless such structure is not possible or feasible for Provider. Peak call is considered between 11:00 AM and 7:00 PM. On days in which one co-responder is working, that co-responder will work a mid-shift in order to ensure that the peak hours are covered while also providing equal co-responder coverage to both day shift and afternoon shift patrol, unless such structure is not possible or feasible for Provider. The Parties acknowledge that exact times of shifts may be modified or may fluctuate depending on the needs of the department, changing analysis of calls for service or staffing needs of Provider.

The City's Police Department will identify a Crisis Intervention Officer ("CIO") and allow that officer and other patrol officers to receive all required training, including, but not limited to, Crisis Intervention Training related to co-responder work. Once a Crisis Intervention Officer is identified, hours may fluctuate to accommodate placing a co-responder with a full-time CIO and the Parties acknowledge this practice has been found to be the most effective and trauma-informed response.

The City Police Department further promises to provide all equipment necessary or required for co-responders, including but not limited to, up-to-date concealable body armor, a police radio, and a body-worn camera.

Section 2.5 Reporting. The Provider will deliver a monthly report to the City of Davenport's partnership contact by the 10th of the following month with the following information:

- Number of calls responded to face to face
- Number of successful de-escalations
- Outcome of crisis response (incarceration, emergency department, hospital admission, referral to outpatient services, etc.)
- Number of individuals who refused assistance
- Number of individuals who agreed to a follow up
- Number of handoffs to the Co-Occurring Care Coordinator

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. The City will reimburse the Provider for its actual expenses incurred in providing the Services in an amount not to exceed \$102,572.00 for the initial term of this Agreement. The actual expenses anticipated for the initial term are included in Exhibit B. The City will not be required to pay more for Co-Responder services than the total amount in the City's budget (\$200,000), unless otherwise agreed in writing by both parties. Provider may request an increase in the budget during the term of the Agreement and, upon approval by the City, the increased amount shall so modify the budget set forth in Exhibit B as of the date of approval, unless a different date is set forth by the Parties. If Provider does not utilize all of the funds allocated for a given activity or category, such funds will not be expended unless reallocated as provided herein. Budgeted funds may not be re-allocated from one category to another for reimbursement except by express written amendment of this agreement.

Section 3.2 Claims Payment. The City will pay the amount set forth on the monthly invoices submitted by Provider for reimbursement of expenses. The Parties agree that Exhibit A shall be used by Provider to submit monthly invoices pursuant to this Agreement. Provider agrees to specify the category for expenses, including how they were used and such invoices shall be presented within thirty (30) days after the closing of an invoice month. Claims will be mailed or emailed to:

City of Davenport Administrative Offices
226 West 4th Street
Davenport, IA 52801
(563) 888-2163
Attention: Hanna Whitehurst
hanna.whitehurst@davenportiowa.com

Section 3.3 Compensation to Provider. Provider agrees to accept payment from the City for reimbursable co-responder program expenses under this Agreement using the invoice for covered expenses included as Exhibit A. The Parties acknowledge that Provider shall not seek reimbursement for the Services provided except as set forth herein.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Regions and Provider. The relationship between the City and Provider is solely that included in the scope of this contract and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. The Provider shall defend, hold harmless and indemnify the City against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the City that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 City Hold Harmless and Indemnification. The City shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of grossly negligent acts or omission of the City's or the City's employees, agents, or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. The Provider shall procure and maintain, at the Provider's own expense, liability insurance and comprehensive general or umbrella liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable local, state and laws. The City warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable local, state and federal laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individuals based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or any characteristic protected by local, state or federal law. Provider agrees to ensure services are rendered to individuals in a non-discriminatory manner, and in accordance with the same standards and availability without regard to any characteristic protected by law.

Section 6.3 Equal Opportunity Employers. The City and Provider are both equal employment opportunity employers. Provider prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification or characteristic protected by law or ordinance.

Section 6.4 Confidentiality of Records. The City and Provider agree to maintain the confidentiality of all information regarding covered services provided to individuals under this Agreement in accordance with any applicable laws and regulations, including HIPAA and its accompanying

regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information about individuals, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and Protected Health Information.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period starting upon the date both parties have signed and end on June 30, 2026 (the “initial term”).

Section 7.2 Renewal of Agreement. This Agreement may be renewed for successive 1-year terms if agreed upon by both Provider and the City in writing. Notice of renewal must be provided to the other party within 30 days of the Agreement’s termination date.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause by providing at least ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by the City. The City shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider’s license, certification or accreditation; (b) Provider’s loss of any liability insurance required under this Agreement; (c) bankruptcy filing by Provider; or (d) Provider’s material breach of any of the terms or obligations of this Agreement.

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to the City upon the occurrence of the City’s material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to the City Individuals. Provider acknowledges the right of the City to inform individuals of Provider’s termination and agrees to cooperate with the City in deciding on the form of such notification.

Section 7.7 Continuation of Services After Termination. Upon request by the City, Provider will evaluate the feasibility of continuing to provide services to an individual following termination of this Agreement until the City has transferred the individual to another provider or until such individual is discharged.

Section 7.8 Notices to the City. Any notice, request, demand, waiver, consent, approval or other communication to the City which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

City of Davenport Administrative Offices
226 West 4th Street
Davenport, IA 52801
(563) 888-2163
Attention: Hanna Whitehurst
hanna.whitehurst@davenportiowa.com

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to the Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Vera French Community Mental Health Center
1441 W. Central Park Ave.
Davenport, IA 52804
Attention: Richard K. Whitaker, Jr. – CEO
whitakerr@verafrenchmhc.org

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties.

Section 8.2 Regulatory Amendment. In the event either party determines a term or provision in this Agreement requires amendment to comply with applicable statutes and/or regulations, such party shall provide written notice of the same to the other party. The Parties thereafter agree to engage in good faith discussions to reach an agreement as to the language of the amendment.

SECTION 9

Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon Provider any exclusive right to provide services to individuals in the Provider's geographical area. The City reserves the right to contract with other providers in a manner not inconsistent with the terms of this Agreement. The parties agree Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the City.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to the City.

Section 9.4 Entire Agreement. This Agreement and attachments hereto constitute the entire agreement between the City and Provider with respect to the subject matter addressed herein and supersedes or replaces any prior agreements between the City and Provider relating to the same.

Section 9.5 Rights of Provider and Region. Provider agrees the City may use Provider's name, address, telephone number and the description of the Provider's care and specialty services in promotional activities. In the event Provider objects to the description of Provider's care or specialty services, Provider shall notify City of such objection in writing and the City shall refrain from using such description until mutually agreeable language is confirmed and approved by Provider. Provider and City shall not use each other's name, symbol or service mark except as identified in the immediately preceding sentence without prior written approval of the other party.

Section 9.6 Service Monitoring and Improvement. Provider agrees to cooperate and comply on a timely basis with data requirements of the City and to conduct reasonable quality improvement, quality assurance, utilization review and outcome measurement activities as determined by Provider.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such determination shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect, unless such survival would substantially impair the rights or obligations of either party to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

City of Davenport

By:

Print Name:

Print Title:

Date:

Vera French Community Mental Health Center

By:

Print Name: Richard K. Whitaker, Jr.

Print Title: Chief Executive Officer

Date:

EXHIBIT A

INVOICE

Invoice #: _____

Invoice Date: _____

Provider Name/Address- Vera French CMHC, 1441 W. Central Park Ave., Davenport, IA 52804
ATTN: CEO

Contracted Services- Co-Responder Program

Time Period-

<u>Contract Expenses</u>	<u>Funding Justification</u>	<u>FY25- Expenses Billed</u>
Salary	1.1153 FTE (1.0 FTE staff-Bachelor's required); 0.1153 FTE back-up staff (30 days/year for vacation and sick time)- also Bachelor's level	
Benefit Package	Staff benefits	
Supervision	Staff supervision and program oversight	
Other (phone computer, mileage, office supplies, etc..)	Phone, computer, mileage, office supplies, laptop and accessories)	
Occupancy/Lease	N/A	
Administration/Overhead	10% Max Administrative fees	

TOTAL DUE: _____

Name: _____
 Title: _____
EXHIBIT B

FY25 AGENCY BUDGET AMOUNTS

Expense Item/Description	Amount	
Salary: 1.1153 FTE (1.0 FTE staff- Bachelor's required); 0.1153 FTE back-up staff (30 days/year for vacation and sick time)- also Bachelor's level	\$66,923	
Benefit Package: Staff benefits	\$18,738	
Supervision: Staff supervision and program oversight	\$3,660	
Other (phone, computer, mileage, office supplies, etc..)	\$3,925	
Occupancy/Lease	\$0	
Administration/Overhead (10% Max)	\$9,325	
TOTAL ANNUAL PROGRAM OPERATING COSTS:	\$102,571.00	

This Attachment has been executed by the parties hereto, through their duly authorized officials.

City of Davenport:	Vera French Community Mental Health Center
By:	By:
Print Name:	Print Name: Richard K. Whitaker, Jr.
Print Title:	Print Title: Chief Executive Officer
Date:	Date:

City of Davenport

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

Action / Date
12/10/2025

Subject:

Resolution approving the Small Community-Oriented Renewal and Enhancement (SCORE) Program and authorizing the City Administrator to administer and execute program purchases. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The program originated in 2004 as the Neighborhood Beautification Program and later evolved into a Community Improvement and Support Program (CISP).

Throughout September 2025, staff met with elected officials to review the program. Council provided policy direction on the scope of services, approvals, and other areas. The attached proposal attempts to combine these opinions into a program that clearly defines applicant and project eligibility and emphasizes public purpose for the program.

If the attached proposal is approved, notable program highlights include:

- The program will fund small capital improvement projects through Local Option Sales Tax.
- The program total per fiscal year increases from \$55,000 to \$110,000, with the amount changing from \$5,000 to \$10,000 per year per elected official.
- The City Administrator or designee will be authorized to administer the program at the direction of elected officials wishing to fund an application.
- Applicants will be required to complete a detailed application and may be required to provide additional reporting information.
- Applicants will receive funds on a reimbursement basis, unless prior authorization is received from the CFO.

At the December 3, 2025, Committee of the Whole meeting, an amendment was approved to add the following provision:

The proposed SCORE Program will replace CISP effective January 1, 2026. Any remaining unspent CISP funds will roll into the SCORE Program and must meet the SCORE Program criteria.

Attachments:

1. Resolution AMENDED 120325
2. Resolution ORIGINAL
3. Proposal

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the Small Community-Oriented Renewal and Enhancement (SCORE) Program and authorizing the City Administrator to administer and execute program purchases.

WHEREAS, the City of Davenport values the creation and maintenance of welcoming, vibrant neighborhoods; and

WHEREAS, the City recognizes the need to address small-scale capital improvements that enhance neighborhood quality of life; and

WHEREAS, the City Council has provided input and policy direction to establish and fund this program; and

WHEREAS, the SCORE Program will replace CISP effective January 1, 2026. Any remaining unspent CISP funds will roll into the SCORE Program and must meet the SCORE Program criteria.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that the Small Community-Oriented Renewal and Enhancement (SCORE) Program is hereby approved; and

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to administer and execute program purchases.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the Small Community-Oriented Renewal and Enhancement (SCORE) Program and authorizing the City Administrator to administer and execute program purchases.

WHEREAS, the City of Davenport values the creation and maintenance of welcoming, vibrant neighborhoods; and

WHEREAS, the City recognizes the need to address small-scale capital improvements that enhance neighborhood quality of life; and

WHEREAS, the City Council has provided input and policy direction to establish and fund this program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that the Small Community-Oriented Renewal and Enhancement (SCORE) Program is hereby approved; and

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to administer and execute program purchases.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

SMALL COMMUNITY-ORIENTED RENEWAL AND ENHANCEMENT (SCORE) PROGRAM

Effective January 1, 2026

Purpose To provide funding for small-scale capital improvements, beautification, and other projects for public benefit throughout the city.

Funding \$110,000 per fiscal year as approved annually in the budget for allocation to projects; \$10,000 allocation per each elected official

Source of Funds Local Option Sales Tax

Applicant Eligibility Applicants must meet at least one of the following criteria to be eligible for the program:

- 501 tax-designated organization registered with the Iowa Secretary of State (active and current) and providing services to the Davenport community
- Established or recognized City of Davenport neighborhood group
- Youth sports organization established and open to all Davenport youth
- Established student group recognized by the applicable school as providing services to benefit the Davenport community
- Other organized group providing public services to Davenport residents

Project Eligibility Projects must meet the following criteria to be eligible for funding:

- Projects must be aligned with the purpose of the program
- Improvements must be to public property or projects with a public benefit
- Upon completion, projects must have an expected life of five years or more

Examples: basic landscaping, painting projects, and small infrastructure repairs on public property or property open to and accessible by the public

Approval Process All applicants must complete an application and provide detailed project information, including clearly stating the public purpose of the project. City staff will evaluate the eligibility of the project, and City elected officials are authorized to distribute a portion or all of their annual program allocation to eligible projects of their choice.

Payment Funds will be paid to the organization and/or contractor following completion of the project as proposed, in conformance with applicable provisions, and upon authorization of release by an approving alderman and the city administrator.

Other Provisions All improvements shall meet applicable purchasing, bidding, and construction requirements. Improvements to public property are subject to

review and approval of the department with maintenance responsibility for that property. Improvements to private property are subject to review of the Legal department as to confirmation of public benefit.

City of Davenport

Department: Finance

Contact Info: Basia Gerlach | 563-326-7727

Action / Date

12/10/2025

Subject:

Resolution approving the reallocation of a portion of the local sales and service tax revenue designated for capital improvements to Parks Operations. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Chapter 422B of the Code of Iowa allows for local sales and service tax to be established upon a majority vote of the residents in that area. Such a tax was established in the City of Davenport. In 1988, through an ordinance, it was established that local sales and service tax would be allocated 60% to property tax relief and 40% to capital improvements. By resolution, the ordinance allows revenues earmarked for capital improvements to be reallocated to other lawful purposes as critical needs arise. Per Section 3.20.030 of the Municipal Code of Davenport, Iowa, the Council may reallocate these revenues for other purposes by a resolution passed by a two-thirds majority.

Over the last four fiscal years, local sales and service tax revenues have exceeded budgeted projections by more than thirty-one percent (31%) annually, resulting in increased capacity to address operational and community service needs. At the same time, the City's parks system continues to experience rising operational demands. These pressures will further increase with the addition of Main Street Landing, which will require ongoing maintenance, staffing, and operational support as it becomes part of Davenport's park system.

Reallocating up to five percent (5%) of local sales and service tax revenue from capital improvements to Parks Operations will enhance the City's ability to adequately fund essential day-to-day park maintenance, support general fund relief, and sustain the service levels expected by the community—while continuing to preserve substantial funding for capital investment.

Beginning in Fiscal Year 2027, local sales and service tax revenue shall be allocated as follows: up to five percent (5%) for Parks Operations, up to forty percent (40%) for capital improvements, and sixty percent (60%) for property tax relief.

Attachments:

1. Resolution
2. Chapter 3.20. Sales and Service Tax

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the reallocation of a portion of the local sales and service tax revenue designated for capital improvements to Parks Operations.

WHEREAS, Chapter 422B of the Code of Iowa authorizes the establishment of a local sales and service tax upon approval by a majority of the voters within the jurisdiction; and

WHEREAS, the residents of the City of Davenport approved such a tax, and in 1988 the City enacted an ordinance allocating sixty percent (60%) of Local Option Sales and Service Tax (LOSST) revenue to property tax relief and forty percent (40%) to capital improvements; and

WHEREAS, Section 3.20.030 of the Municipal Code of Davenport, Iowa, provides that the Council may reallocate these revenues for other purposes upon passage of a resolution approved by a two-thirds majority; and

WHEREAS, LOSST revenues have exceeded budgeted expectations by more than thirty-one percent (31%) annually over the last four fiscal years, providing additional financial capacity to support operational and community service needs; and

WHEREAS, the City's parks system continues to experience increasing operational demands and associated maintenance needs, which will further expand with the addition of Main Street Landing to the Davenport park system; and

WHEREAS, reallocating up to five percent (5%) of LOSST revenue from capital improvements to Parks Operations will strengthen the City's ability to maintain clean, safe, and high-quality parks, support general fund relief, and sustain service levels expected by Davenport residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the reallocation of a portion of the local sales and service tax revenue designated for capital improvements to Parks Operations is hereby approved.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Title 3. Revenue and Finance

Chapter 3.20. SALES AND SERVICE TAX

3.20.010. Title.

[Ord. 88-334 § 2]

This chapter shall be known and may be cited as the "Sales and Service Tax Ordinance of the City of Davenport, Iowa." This chapter is adopted in conjunction with the authority to establish a local sales and service tax pursuant Chapter 422B, Code of Iowa.

3.20.020. Allocation of revenues.

[Ord. 88-334 § 3]

Any revenues from the local sales and service tax shall be allocated 60% for property tax relief and 40% for capital improvements. This allocation shall remain fixed and shall not be changed except as provided by state law or by other provisions of this chapter.

3.20.030. Reallocation of revenues.

[Ord. 88-334, § 4]

Revenues allocated for capital improvements may be used to fund other lawful purposes as critical needs arise. The Council may allocate these revenues to other purposes by resolution upon a two-thirds majority vote.

3.20.040. Review of program.

[Ord. 88-334, § 5]

After the local sales and service tax has been in effect for five years, the City Administrator shall conduct a complete analysis of the success of the program. The City Administrator shall report the results of the analysis to the City Council along with recommendations for the future handling of the program.

3.20.050. Ordinance contingent upon existence of tax.

[Ord. 88-334 § 6]

This chapter is contingent upon the local sales and service tax being established by a majority vote of the people as required by state law. If the tax is not so established or if it is later changed or repealed pursuant state law, then this chapter shall be null and void and no longer in effect.

City of Davenport

Department: Administration
Contact Info: Hanna Whitehurst | 563-888-2163

Action / Date
12/10/2025

Subject:

Resolution of agreement and support for Hot Glass, Inc's fundraising efforts for a public art display at Main Street Landing. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Hot Glass, Inc, a local nonprofit glassblowing studio, has proposed the design, fabrication, and installation of a public art piece at Main Street Landing. In September 2025, City staff met with Council Members to review the concept. The proposed artwork is intended to serve as a prominent visual feature at the park's entrance, contributing to the cultural vibrancy of the area and enhancing the visitor experience.

Hot Glass, Inc. plans to pursue grant funding and private donations to fully support the project, including design, fabrication, installation, and all associated costs. To advance fundraising efforts, the organization is requesting a Resolution of support and acceptance from the City Council. This Resolution outlines the City's conditions for supporting the project and formally acknowledges the City's expectations for long-term safety, maintenance, and sustainability of the installation.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION of agreement and support for Hot Glass Inc.'s effort to fundraise for a permanent public art sculpture at Main Street Landing (the "Artwork").

WHEREAS, Hot Glass Inc., a local nonprofit glassblowing studio, is seeking to design, fund, and install the Artwork at Main Street Landing, a new riverfront park under development by the City of Davenport; and

WHEREAS, the proposed Artwork will serve as a significant visual feature at the park's entrance, enhancing the community's cultural landscape and providing a unique experience for residents and visitors; and

WHEREAS, Hot Glass Inc. intends to raise funds through grants and private contributions to fully finance the fabrication, installation, and associated costs of the artwork (the "Project"); and

WHEREAS, the City of Davenport acknowledges that successful grant and funding applications require the City's commitment as a partner in the Project; and

WHEREAS, it is in the best interest of the City to outline the conditions of support and acceptance of the Artwork to ensure the long-term safety, quality, and sustainability of the installation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that:

1. The City of Davenport formally supports Hot Glass Inc. in its pursuit of grant opportunities, sponsorships, and private fundraising to complete the design, fabrication, and installation of the Artwork.
2. Upon successful completion of the Project at the approved site, and upon City inspection and approval, the City of Davenport shall accept ownership of the Artwork as a permanent feature of Main Street Landing.
3. Prior to fabrication and at the time when 66% of the estimated total Project cost has been secured (\$165,000), Hot Glass Inc. shall submit the final design, material specifications, engineering details, and installation for the Artwork and its supporting improvements to City staff for review and approval by the appropriate departments and boards. The City reserves the right to request reasonable modifications to ensure public safety, accessibility, and alignment with the park's design standards.
4. The Artwork shall meet the following specifications unless otherwise approved by the City:
 - Height between 7 and 8 feet, and width between 24 and 27 feet.

- Constructed with durable, weather- and impact-resistant materials approved by the City's engineering staff.
- Any glass components shall be encased in shatter-resistant film to ensure public safety and durability.

5. The City shall reserve space at Main Street Landing, mutually agreed upon by both parties, for the future installation of the Artwork and will allow for the initiation of necessary groundwork once Hot Glass Inc. has secured at least 75% (\$187,500) of the total project budget, currently estimated at \$250,000. Hot Glass Inc. shall notify the City in writing upon achieving this fundraising threshold.

6. Prior to installation of the Artwork, Hot Glass Inc. shall provide proof of general liability insurance coverage and workers compensation insurance in amounts acceptable to the City's Risk Management Division, naming the City of Davenport as an additional insured. Hot Glass Inc. shall indemnify and hold harmless the City, its officers, employees, and agents from any claims, damages, or liabilities arising out of the design, fabrication, transportation, or installation of the Artwork in connection with the Project.

7. Hot Glass Inc. may install a small plaque or marker with the installation of the Artwork identifying the artist(s), project partners, and funding sources, subject to City approval of the plaque's design, content, and placement.

8. The City shall waive all municipal permit fees associated with the installation of the Artwork at Main Street Landing. Hot Glass Inc. shall be responsible for obtaining all other necessary approvals or clearances related to construction and installation for the Project. Hot Glass Inc. agrees that it shall comply with all city, state, and federal laws, rules, processes, and regulations associated with the project.

9. Fundraising Milestones; Expiration of Support.

- Hot Glass Inc. shall use diligent, good-faith efforts to secure project funding. As a condition of the City's continued support and any site reservation:
- Hot Glass Inc. shall secure at least sixty-six percent (66%) of the estimated total Project cost within two (2) years of the date of this Resolution; and
- Hot Glass Inc. shall secure at least seventy-five percent (75%) of the estimated total Project cost and obtain City approval of the final design, material specifications, engineering details, and installation plan within three (3) years of the date of this Resolution.

If these milestones are not met, the City's commitments under this Resolution, including any site reservation, shall automatically expire without further action of the City Council.

10. Nothing in this Resolution shall preclude the City from soliciting, considering, or approving other public art proposals or improvements at Main Street Landing. However, the provisions of this Section shall not take effect until two (2) years after the date of adoption of this Resolution. Upon becoming effective, if the City receives a fully funded proposal for a public art installation that would materially conflict with the location contemplated for the Hot Glass Inc. project, the City may:

- offer Hot Glass Inc. an alternative location within the park or at another City facility; or
- terminate this Resolution and any conditional reservation, upon written notice to Hot Glass Inc., if the City Council determines that the alternative proposal better serves the public interest.

11. Nothing in this Resolution shall be construed to grant Hot Glass Inc. a leasehold, easement, license, or other property interest in Main Street Landing, or to confer any exclusive right to use any particular location within the park. The City's support under this Resolution is policy guidance only and may be modified by subsequent action of the City Council.

12. Upon formal acceptance of the artwork, the City of Davenport shall assume responsibility for ownership, routine maintenance, and upkeep of the Artwork. Prior to acceptance, Hot Glass Inc. shall provide the City with a maintenance and care plan, including recommended materials, procedures, and inspection intervals to ensure long-term preservation of the Artwork

13. No City funds shall be used for the design, fabrication, or installation of the artwork, other than staff time, permit fee waivers, and basic site preparation.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
12/10/2025

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) — 200 East 3rd Street - License Type: Class C Liquor (On-Premises)

Ward 6

Steel Plow Burger (Steel Plow Burger II, LLC) — 1430 East 52nd Street #3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Hy-Vee Food & Drugstore #3 (Hy-Vee, Inc) — 1823 East Kimberly Road - License Type: Class E Liquor (Carry-Out)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

Department: Information Technology
Contact Info: Brett Burda |

Action / Date
12/10/2025

Subject:

Motion approving Change Order #1 in the amount of \$81,000 to Naviant of Verona, Wisconsin for the Managed Services Agreement for OnBase support and maintenance. [All Wards]

Recommendation:

Pass the Motion.

Background:

The Management Services Agreement for OnBase support and maintenance was approved by City Council on June 25, 2025, as council action #2025-297.

The City's current level of managed services is not sufficient for the depth of OnBase deployment and the limited internal staff expertise. This proposed increase aligns with the City's requirements as and will support the upskilling of two City employees to provide ongoing support. After one year, the goal is to lower the contracted support hours from 20 to 10 per month, allowing sufficient time for staff to become proficient.

This change order will increase the blocks of managed service hours included under the agreement from 5 hours per week to 20 hours per week, an annual increase of \$81,000.

Funding for this change order comes from account 50450530 560530 | IT Software.

Attachments:

1. Change Order #1

CHANGE ORDER AUTHORIZATION # 1

Introduction

This document sets forth the mutually agreed upon changes and modifications to the Statement of Work for CO1 Level 3 Managed Services Agreement (“Agreement”) entered into as of 14 November 2025 by and between Naviant, LLC (“Naviant”) and City of Davenport (“Customer”).

Except as expressly set forth in this Change Order Authorization, all other terms and provisions of the Agreement shall remain in full force and effect. The changes contained in this document modify the requirements of the Agreement. A Change Order Authorization will become effective subject to timely approval and execution by authorized representatives of each party. Naviant will not be obligated to accept any Change Order Authorization which has not been signed and returned by Customer to Naviant within five (5) days from the date on this Change Order Authorization.

Change Order Authorization Description

This Agreement will supersede the current Managed Services Agreement as of 1/1/2026 and continue for a duration of 12 months through 12/31/2026.

PROJECT SCOPE

Project Objectives

Naviant, LLC (“Naviant”) will provide City of Davenport (“Customer”) with the services outlined in this Statement of Work (sometimes referred to as “SOW” or “Agreement”).

Naviant Managed Services allows customers to transition internal IT operations to Naviant’s Managed Service Team. In addition to the services Naviant provides through our Enhanced Support offering, Naviant Managed Services will provide proactive, ongoing responsibility for monitoring, managing, and/or problem resolution, as applicable, for Naviant-supported software solutions. Naviant Managed Services provides expert technical knowledge, industry experience, and thought leadership to assure a preventative approach to solution stability, scalability, and reliability.

This Managed Services Agreement is for a 12-month term that will commence on date of signature (“Initial Term”) or a mutually agreed upon date following signature.

Project Scope

This Agreement provides for Naviant Managed Service offering OnBase. The Naviant Managed Services team will perform the following listed below from a remote site using secure VPN access provided by Customer.

Production Support

Activities

- Systems Support
 - **Dedicated Hands-on Production Break/Fix Support** for User-reported issues, including triage, prioritization, technical support, and internal & external communication.
 - **Proactive Monitoring and Mitigation of Issues** via System Health Checks on Services, Processes, and Alerts.
 - **System Configuration Updates** for small changes and enhancements, up to approximately 5 hours per week.
 - **Upgrade planning and assistance** for annual or semi-annual system upgrades, as applicable

- **Training and Education for End Users and Customer Administrators** through remote-hosted working sessions and Naviant-provided reference documentation, as needed.
- **Code reviews and production deployment support** that aligns with your existing Change Control policies and procedures
- **24/7/365 access to Naviant’s On-Call resources** for critical after-hours issue support
- **Additional Administrative Support from Naviant**
 - Serve as your liaison with (Hyland) Tier 2 and Tier 3 support for bugs and/or issues requiring development
 - Regular communication on key metrics, accomplishments, and issues requiring escalation

Execution

- **Required Access**
 - Point of contact and after-hours escalation procedures for all applicable integrated solutions teams, including but not limited to:
 - Database
 - Network
 - Security
 - HelpDesk
 - Infrastructure
 - Other Integrated Platforms Not Explicitly Named
 - Names and Passwords of all applicable Service Accounts
 - Direct access to Production issue/ticketing system(s)
 - Administrator Access to All Environments
 - Dev, Test and Prod
 - Visual Studio License

Business Process Consulting

Activities

- **Business Analysis for New Solutions and Solution Design:** We will provide you with business analysis and solution design services for any new solutions that you may want to implement or enhance for your system. We will work with you to understand your business requirements, challenges, and goals, and design a solution that meets your needs and expectations.
- **Blueprint Assessment:** We will conduct a Blueprint Assessment of your business and system processes, and we will provide you with a prioritized roadmap of recommendations for improving your efficiency, effectiveness, and user satisfaction. Our team will analyze your current business practices for opportunities to adopt AI and RPA technologies. This includes both process automation and process assistance.

Implementation Services

Activities

- **Advanced Solution Development & Configuration:** We will provide you with advanced solution development and configuration services, to deliver the projects that result from the business analysis and solution design services.
- **Dedicated Solution Architect(s) and Developer(s):** You will have a dedicated solution architect(s) assigned to your account, who will work closely with you and your team to understand your system needs, provide technical guidance and support, and ensure the quality and consistency of the solution delivery.

Signature Acceptance

If PO is required, the PO # must be inserted below upon Customer's execution of this Agreement. Any terms and conditions appearing in any PO shall have no effect unless agreed to in writing by both parties hereof.

PURCHASE ORDER (PO) REQUIREMENT

Is a PO Required by Customer? ☐ Yes ☒ No Purchase Order #

PROJECT PRICING

Managed Services		
Description	Term	Total/Month
Level 3 Managed Services (Standard Hours) – 0.5 FTE	12 Months	\$12,500
Total (Annual)		\$150,000

- Professional services are incurred on a Fixed Fee basis, billed monthly on or around the first day of each month for the month of service. Travel time will be billed to Customer at the rate of \$110 per hour. Related expenses (mileage, transportation, lodging, meals, etc.) will be billed in arrears on a monthly basis at the actual cost incurred.
- Please note, subtotals do not include applicable sales tax. If applicable, sales tax will be assessed during the course of the project and/or on the final invoice.
- Customer agrees to abide by the provisions set forth in the SLA Provisions. These provisions are available at www.naviant.com/customer-support.
- Customer agrees to cooperate with Naviant's marketing efforts, as shall be reasonably requested which may include: (i) providing in-person or phone references to prospective customers; (ii) working to prepare a Customer-success story and/or press release documenting the relationship of the parties; and (iii) allowing Naviant to use of Customer's logo, subject to Customer's standard guidelines, on Naviant's website and in presentations under Naviant's customer section and as part of marketing and pre-sales materials used by Naviant.

Upon signed acceptance, please return the entire document to "Attention: Naviant Sales Support" via email or fax at purchasing@naviant.com or 608-848-0901. Acceptance creates a binding contract.

CUSTOMER	NAVIANT, LLC
NAME:	NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE:

City of Davenport

Department: Administration
Contact Info: Hanna Whitehurst | 563-888-2163

Action / Date
12/10/2025

Subject:

Motion approving a contract with The Salvation Army in the amount of \$100,000 to support its housing and homelessness initiatives in Davenport. [Ward 5]

Recommendation:

Pass the Motion.

Background:

In late September 2025, the Salvation Army submitted funding proposals for the City Council's consideration. Council was provided with the proposal for their consideration.

The Salvation Army requested \$100,000 to support its housing and homelessness initiatives in Davenport due to funding gaps that stem from overlapping pressures including changes in federal housing program support, the conclusion of one-time ARPA funds that temporarily stabilized services during the pandemic, and a continued rise in local need.

The organization operates a housing voucher program that serves an average of 56 households per month—most with children—by providing temporary shelter while participants await placement in longer-term housing programs. This contract will support that program, allowing the Salvation Army to stabilize operations and ensure families who need services are met with dignity, safety, and a genuine path forward. This request from The Salvation Army is part of a balanced funding strategy that distributes responsibility across local, state, federal, and private partners.

Based on individual feedback given by Council members regarding the proposal, staff recommends allocating \$50,000.

At the December 3, 2025, Committee of the Whole meeting, Council voted to amend the contract amount to \$100,000.

Attachments:

1. Contract AMENDED 120325
2. Contract ORIGINAL

**THE SALVATION ARMY
AND
THE CITY OF DAVENPORT, IOWA**

This contract is made and entered into by and between the Salvation Army (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties.

Background and Impact

This year, between September 1, 2024 – September 1, 2025, the Contractor has supported 999 individuals through their voucher sheltering program. They served an average of 56 households each month, with monthly totals ranging from 25 to 71. Nearly all included children, underscoring how deeply this crisis impacts families. Each number represents a family or individual who found safety, stability, and a pathway forward.

Families are remaining in shelter longer—an average of 87 days compared to 27 days in prior years—because affordable housing is increasingly difficult to secure. This limits turnover and keeps demand consistently high.

The Contractor projects a funding requirement of \$619,587 for the coming year to maintain current operations. Spread across twelve months, this equates to approximately \$51,632 per month, supporting an estimated 300 households annually.

This request from the Contractor is part of a balanced funding strategy that distributes responsibility across local, state, federal, and private partners.

Scope of Services

This contract provides funding to support the voucher sheltering program of The Salvation Army to help stabilize shelter operations and ensure continued access for families in need. The work performed by The Salvation Army is imperative to the Davenport community and ensures families who need services are met with dignity, safety and a genuine path forward. Securing for the needs of Davenport families will save cost in vital community resources such as crisis care, hospitalization, emergency room visits, the Iowa Department of Health and Human Services, jails, prisons, among other costs.

Period of Performance

Services of the Contractor shall start immediately upon full execution of this Agreement and end no later than January 1, 2027. All of the required activities and services, except for audit, will be completed by or before this date.

Compensation

The City agrees to pay the Contractor a total reimbursable amount of \$100,000 over the term of the contract, to be disbursed in monthly payments based on actual expenses incurred.

Requests for Payment

As compensation for the Services, the City agrees to pay the Contractor a total reimbursable amount of \$100,000, to be disbursed in monthly payments over a one-year period. All invoices shall be submitted using the City's standard invoice, Attachment B, but at a minimum shall include

current and cumulative costs, breakdown by major cost category. Invoices and questions concerning invoice receipt or payments shall be directed to the Program contact, shown in Attachment A.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Reports

The Contractor shall submit written monthly reports to the Program Contact established in Attachment A, within fifteen (15) days following the end of each calendar quarter. Reports shall include:

- Number of unduplicated individuals served with demographic information (age, gender, household type)
- Summary of case management activities and referrals provided
- Housing outcomes achieved (temporary, permanent, or other housing secured)

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Amendments and Modifications to this Contract

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to the City's Financial contact and the Contractor's Program contact shown in Attachment A. Changes made to this Contract requires the written approval of each party's Program Official as shown in Attachment A.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Indemnification by Contractor

The Contractor agrees to indemnify, defend, and hold harmless the City of Davenport, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the Contractor of its obligations under this Contract;
2. Any injury or damage to persons or property caused, in whole or in part, by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents,

subcontractors, or any person or entity acting on its behalf in the performance of services funded under this Contract;

3. Any claims, demands, or actions brought against the City that arise from or are connected with the Contractor's performance or failure to perform under this Contract, except to the extent such claims or damages arise from the City's own gross negligence or willful misconduct;
4. Any misuse of the funds provided by the City under this Contract, including any failure to use the funds in accordance with applicable laws, regulations, or the terms of this Contract.

Limitation of City's Liability

The City's role in this Contract is limited to providing financial support for the services to be rendered by the Contractor. The City shall not be liable for any acts, errors, or omissions of the Contractor, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The City assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

Indemnification by the City

The City agrees to indemnify, defend and hold harmless the Contractor, its directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses out of or related to:

1. Any material breach by the City of its obligations under this Contract;
2. Any proven misuse of funds by the City that results in claims or liabilities for the Contractor, except to the extent such claims or damages arise from the Contractor's own negligence or willful misconduct.

Termination for Convenience

Either party may terminate this Contract for any reason by providing written notice to the other party at least thirty (30) days in advance. Upon termination, the City shall pay the Contractor for all services performed and expenses incurred up to the date of termination, provided such services and expenses are in accordance with the terms of this Contract.

Termination for Cause

The City may terminate this Contract immediately, with written notice to the Contractor, if:

1. The Contractor fails to comply with any material term or condition of this Contract;
2. The Contractor misuses the funds provided by the City or fails to use the funds in accordance with applicable laws, regulations, or the terms of this Contract;
3. The Contractor becomes insolvent, files for bankruptcy, or is subject to any other proceeding related to its liquidation or insolvency; or
4. The Contractor engages in any illegal activities or practices that could harm the reputation or interests of the City.
5. The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the

Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

Effect of Termination

Upon termination of this Contract for any reason:

1. The Contractor shall cease all activities related to this Contract and shall provide the City with a final report of the services performed and expenditures made using the funds provided.
2. Any unspent funds provided by the City must be returned to the City within ten (10) days of the termination date.
3. Termination of this Contract shall not affect the rights or obligations of either party that have accrued prior to the termination date.

Survival

The provisions of this Contract that by their nature should survive termination shall remain in effect, including but not limited to indemnification, liability, and confidentiality obligations.

Miscellaneous

- **Governing Law:** This Contract shall be governed by the laws of the State of Iowa.
- **Entire Contract:** This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings.
- **Amendments:** Any modification of this Contract must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.
- **City Council Approval:** The entirety of this agreement is subject to and wholly dependent upon the approval of the Davenport City Council. Once the agreement is approved by the City Council, the Mayor of Davenport or his authorized signatory will execute the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name:

Title: Mayor, City of Davenport

Date: _____

THE SALVATION ARMY

By: _____

Name:

Title:

Date: _____

ATTACHMENT A
Approved Contacts

Entity Information	
City of Davenport City of Davenport, Iowa <i>City Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Contractor The Salvation Army <i>Contractor Name</i> 100 Kirkwood Blvd <i>Address</i> Davenport, IA 52803 <i>City, St. ZIP</i> www.SAQuadCities.org <i>Website</i>
Program Contact	
Name: Hanna Whitehurst Phone: (563) 888-2163 Email: hanna.whitehurst@davenportiowa.com	Name: Kelle Larned Phone: 563-324-4808 Email: Kelle.larned@usc.salvationarmy.org
Authorized Official	
Name: Tim Gleason Phone: (563) 326-7792 Email: tim.gleason@davenportiowa.com	Name: Kelle Larned Phone: 563-324-4808 Email: Kelle.larned@usc.salvationarmy.org

REQ: _____

PO: _____

ATTACHMENT B
INVOICE | REQUEST FOR PAYMENT

CITY OF DAVENPORT
SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
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14			
15			

CONTRACT AMOUNT: \$100,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

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Signature

Date

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AND
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IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name:

Title: Mayor, City of Davenport

Date: _____

THE SALVATION ARMY

By: _____

Name:

Title:

Date: _____

ATTACHMENT A
Approved Contacts

Entity Information	
City of Davenport City of Davenport, Iowa <i>City Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Contractor The Salvation Army <i>Contractor Name</i> 100 Kirkwood Blvd <i>Address</i> Davenport, IA 52803 <i>City, St. ZIP</i> www.SAQuadCities.org <i>Website</i>
Program Contact	
Name: Hanna Whitehurst Phone: (563) 888-2163 Email: hanna.whitehurst@davenportiowa.com	Name: Kelle Larned Phone: 563-324-4808 Email: Kelle.larned@usc.salvationarmy.org
Authorized Official	
Name: Tim Gleason Phone: (563) 326-7792 Email: tim.gleason@davenportiowa.com	Name: Kelle Larned Phone: 563-324-4808 Email: Kelle.larned@usc.salvationarmy.org

FOR CITY USE ONLY

REQ: _____

PO: _____

ATTACHMENT B
INVOICE | REQUEST FOR PAYMENT

CITY OF DAVENPORT
SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
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14			
15			

CONTRACT AMOUNT: \$50,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date

City of Davenport

Department: Administration
Contact Info: Hanna Whitehurst | 563-888-2163

Action / Date
12/10/2025

Subject:

Motion approving a contract with Project Renewal in the amount of \$100,000 to support the second phase of their Youth Program Expansion and Renovation project. [Ward 3]

Recommendation:

Pass the Motion.

Background:

In late September 2025, Project Renewal submitted a funding proposal for the City Council's consideration. Project Renewal is conducting a campaign for their Youth Program Expansion and Renovation project. Project Renewal's Youth Programs fill needs for many children who face challenges of stability, education barriers, and access to opportunities for a successful future. They help prevent risky behaviors, teach responsible decision-making, and appropriate conflict resolution. Families utilize their support to care for children while parents work long hours, complete their education, and/or struggle to overcome obstacles or abuses in their life.

Project Renewal requested \$100,000 to support the second phase of its Youth Program Expansion and Renovation project. This phase focuses on rebuilding the organization's existing structure to create an academic hub, expand capacity, and sustain year-round services. Project Renewal currently serves between 55–75 youth annually, benefiting more than 350 individuals including families and neighborhood members. To date, the organization has secured approximately 78.5% of the total project funding.

Based on individual feedback given by Council members regarding the proposal, staff recommends allocating \$50,000 to Project Renewal for the second phase of the Youth Program and Renovation Project.

At the December 3, 2025, Committee of the Whole meeting, Council voted to amend the contract amount to \$100,000.

Attachments:

1. Contract AMENDED 120325
2. Contract ORIGINAL

**PROJECT RENEWAL
AND
THE CITY OF DAVENPORT, IOWA**

This contract is made and entered into by and between Project Renewal (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties.

Background and Impact

The Contractor is conducting a campaign for their Youth Program Expansion and Renovation Project. This project includes a total of three properties, two of which are demolitions of previous buildings on two different properties and one renovation. This summer, they entered the second phase of the project, the demolition and rebuilding of 510 Warren Street, Davenport, IA that has a budget of \$1,047,607.

The Contractor's Youth Programs fills needs for many children who face challenges of stability, education barriers, and access to opportunities for a successful future. They help prevent risky behaviors, teach responsible decision making, and appropriate conflict resolution. Families utilize their support to care for children while parents work long hours, complete their education, and/or struggle to overcome obstacles or abuses in their life. The Contractor's current demographic results for youth participants, include: 95% BIPOC (black, indigenous, people of color), 65% from single parent households and 89% of household make below living wage. Annually, the Contractor directly impacts 55 - 75 individual youth and over 350 lives of our surrounding families and neighbors. Services are easily accessible to children and there is no fee to participate. Securing for the needs of Davenport families will save cost in vital community resources such as crisis care, hospitalization, emergency room visits, the Iowa Department of Health and Human Services, jails, prisons, among other costs.

The Contractor is actively supporting, the City of Davenport's 5-year consolidated plan which identifies as a priority providing services for youth and prioritizes support for human needs for the citizens of Davenport emphasizing building life and employment skills.

Data and experience explain that children with backgrounds of poverty start school at a disadvantage and it follows them. To combat this, the Contractor provides academic, recreational, and social-emotional activities for children through their Youth Programs in a nurturing environment, serving youth in grades K-12 that would not otherwise have these opportunities, enhancing their learning with a stronger vocabulary, wider reading, more and varied life experiences.

Scope of Services

The contract provides funding to support Phase Two of Project Renewal's Youth Program and Renovation Project allowing the Contractor to increase capacity and continue offering year-round academic support as well as experiential learning through field trips and service projects.

Period of Performance

Services of the Contractor shall start immediately upon full execution of this Agreement and end no later than January 1, 2027. All of the required activities and services, except for audit, will be completed by or before this date.

Compensation

The City agrees to pay the Contractor a total reimbursable amount of \$100,000.

Requests for Payment

As compensation for the construction, the City agrees to pay the Contractor a total reimbursable amount of \$100,000 which can be paid through a lump sum payment if all documentation is submitted. All invoices shall be submitted using the City's standard invoice, Attachment B, but at a minimum shall include current and cumulative costs, breakdown by major cost category. Along with the invoice, the Contractor shall include reports and documentation identifying a detailed accounting of the materials purchased and their cost, as well as the contracted and in house labor costs involved by line item. Reimbursements for materials/supplies will not be processed until said materials have been installed. Invoices and questions concerning invoice receipt or payments shall be directed to the Program contact, shown in Attachment A.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Reports

The Contractor shall submit written reports to the City of Davenport at the intervals specified herein. The first report shall be due six (6) months following the commencement of operations at the new building, and the second report shall be due one (1) year after the commencement of such operations.

Each report shall include, at a minimum, the following information:

- A description of the services offered at the new building during the reporting period; and
- Any additional information relevant to the operations and activities of Project Renewal as may be reasonably requested by the City.

All reports required under this Section shall be delivered to the City of Davenport at the addresses and contacts set forth in Attachment A of this Agreement.

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Amendments and Modifications to this Contract

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5. The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

Effect of Termination

Upon termination of this Contract for any reason:

1. The Contractor shall cease all activities related to this Contract and shall provide the City with a final report of the services performed and expenditures made using the funds provided.
2. Any unspent funds provided by the City must be returned to the City within ten (10) days of the termination date.
3. Termination of this Contract shall not affect the rights or obligations of either party that have accrued prior to the termination date.

Survival

The provisions of this Contract that by their nature should survive termination shall remain in effect, including but not limited to indemnification, liability, and confidentiality obligations.

Miscellaneous

- **Governing Law:** This Contract shall be governed by the laws of the State of Iowa.
- **Entire Contract:** This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings.
- **Amendments:** Any modification of this Contract must be in writing and is valid only when executed by the fully authorized representatives of the parties hereto.
- **City Council Approval:** The entirety of this agreement is subject to and wholly dependent upon the approval of the Davenport City Council. Once the agreement is approved by the City Council, the Mayor of Davenport or his authorized signatory will execute the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name: Mike Matson

Title: Mayor, City of Davenport

Date: _____

PROJECT RENEWAL

By: _____

Name:

Title:

Date: _____

ATTACHMENT A
Approved Contacts

Entity Information	
City of Davenport City of Davenport, Iowa <i>City Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Contractor Project Renewal <i>Contractor Name</i> 906 West 5th Street <i>Address</i> Davenport, IA 52802 <i>City, St. ZIP</i> https://www.projectrenewal.net/ <i>Website</i>
Program Contact	
Name: Hanna Whitehurst Phone: (563) 888-2163 Email: hanna.whitehurst@davenportiowa.com	Name: Ann Schwickerath Phone: 563-324-0800 Email: ann@projectrenewal.net
Authorized Official	
Name: Tim Gleason Phone: (563) 326-7792 Email: tim.gleason@davenportiowa.com	Name: Ann Schwickerath Phone: 563-324-0800 Email: ann@projectrenewal.net

REQ: _____

PO: _____

ATTACHMENT B
INVOICE | REQUEST FOR PAYMENT

CITY OF DAVENPORT
SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
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CONTRACT AMOUNT: \$100,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date

**PROJECT RENEWAL
AND
THE CITY OF DAVENPORT, IOWA**

This contract is made and entered into by and between Project Renewal (hereinafter known as "Contractor") and the City of Davenport, Iowa (hereinafter known as "The City") upon signatures of both parties.

Background and Impact

The Contractor is conducting a campaign for their Youth Program Expansion and Renovation Project. This project includes a total of three properties, two of which are demolitions of previous buildings on two different properties and one renovation. This summer, they entered the second phase of the project, the demolition and rebuilding of 510 Warren Street, Davenport, IA that has a budget of \$1,047,607.

The Contractor's Youth Programs fills needs for many children who face challenges of stability, education barriers, and access to opportunities for a successful future. They help prevent risky behaviors, teach responsible decision making, and appropriate conflict resolution. Families utilize their support to care for children while parents work long hours, complete their education, and/or struggle to overcome obstacles or abuses in their life. The Contractor's current demographic results for youth participants, include: 95% BIPOC (black, indigenous, people of color), 65% from single parent households and 89% of household make below living wage. Annually, the Contractor directly impacts 55 - 75 individual youth and over 350 lives of our surrounding families and neighbors. Services are easily accessible to children and there is no fee to participate. Securing for the needs of Davenport families will save cost in vital community resources such as crisis care, hospitalization, emergency room visits, the Iowa Department of Health and Human Services, jails, prisons, among other costs.

The Contractor is actively supporting, the City of Davenport's 5-year consolidated plan which identifies as a priority providing services for youth and prioritizes support for human needs for the citizens of Davenport emphasizing building life and employment skills.

Data and experience explain that children with backgrounds of poverty start school at a disadvantage and it follows them. To combat this, the Contractor provides academic, recreational, and social-emotional activities for children through their Youth Programs in a nurturing environment, serving youth in grades K-12 that would not otherwise have these opportunities, enhancing their learning with a stronger vocabulary, wider reading, more and varied life experiences.

Scope of Services

The contract provides funding to support Phase Two of Project Renewal's Youth Program and Renovation Project allowing the Contractor to increase capacity and continue offering year-round academic support as well as experiential learning through field trips and service projects.

Period of Performance

Services of the Contractor shall start immediately upon full execution of this Agreement and end no later than January 1, 2027. All of the required activities and services, except for audit, will be completed by or before this date.

Compensation

The City agrees to pay the Contractor a total reimbursable amount of \$50,000.

Requests for Payment

As compensation for the construction, the City agrees to pay the Contractor a total reimbursable amount of \$50,000 which can be paid through a lump sum payment if all documentation is submitted. All invoices shall be submitted using the City's standard invoice, Attachment B, but at a minimum shall include current and cumulative costs, breakdown by major cost category. Along with the invoice, the Contractor shall include reports and documentation identifying a detailed accounting of the materials purchased and their cost, as well as the contracted and in house labor costs involved by line item. Reimbursements for materials/supplies will not be processed until said materials have been installed. Invoices and questions concerning invoice receipt or payments shall be directed to the Program contact, shown in Attachment A.

Final Statement of Costs

A final statement of cumulative costs incurred, marked "FINAL" must be submitted to the Program contact, as shown in Attachment A, not later than 30 days after the contract term has ended or the contract has been terminated, whichever comes first. The final statement of costs shall constitute the Contractor's final financial report.

Reports

The Contractor shall submit written reports to the City of Davenport at the intervals specified herein. The first report shall be due six (6) months following the commencement of operations at the new building, and the second report shall be due one (1) year after the commencement of such operations.

Each report shall include, at a minimum, the following information:

- A description of the services offered at the new building during the reporting period; and
- Any additional information relevant to the operations and activities of Project Renewal as may be reasonably requested by the City.

All reports required under this Section shall be delivered to the City of Davenport at the addresses and contacts set forth in Attachment A of this Agreement.

Record Preservation

Contractor shall preserve and make available all records related to this Contract for examination and audit by the City or their authorized representatives if needed.

Amendments and Modifications to this Contract

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to the PTE's Financial contact and the Contractor's Program contact shown in Attachment A. Changes made to this Contract requires the written approval of each party's Program Official as shown in Attachment A.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Indemnification by Contractor

The Contractor agrees to indemnify, defend, and hold harmless the City of Davenport, its elected officials, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses (including but not limited to reasonable attorney's fees) arising out of or related to:

1. Any breach by the Contractor of its obligations under this Contract;
2. Any injury or damage to persons or property caused, in whole or in part, by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or any person or entity acting on its behalf in the performance of services funded under this Contract;
3. Any claims, demands, or actions brought against the City that arise from or are connected with the Contractor's performance or failure to perform under this Contract, except to the extent such claims or damages arise from the City's own gross negligence or willful misconduct;
4. Any misuse of the funds provided by the City under this Contract, including any failure to use the funds in accordance with applicable laws, regulations, or the terms of this Contract.

Limitation of City's Liability

The City's role in this Contract is limited to providing financial support for the services to be rendered by the Contractor. The City shall not be liable for any acts, errors, or omissions of the Contractor, its employees, agents, subcontractors, or any other person or entity providing services under this Contract. The City assumes no responsibility or liability for the performance of services funded under this Contract, except to the extent of its financial contribution.

Indemnification by the City

The City agrees to indemnify, defend and hold harmless the Contractor, its directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses out of or related to:

1. Any material breach by the City of its obligations under this Contract;

2. Any proven misuse of funds by the City that results in claims or liabilities for the Contractor, except to the extent such claims or damages arise from the Contractor's own negligence or willful misconduct.

Termination for Convenience

Either party may terminate this Contract for any reason by providing written notice to the other party at least thirty (30) days in advance. Upon termination, the City shall pay the Contractor for all services performed and expenses incurred up to the date of termination, provided such services and expenses are in accordance with the terms of this Contract.

Termination for Cause

The City may terminate this Contract immediately, with written notice to the Contractor, if:

1. The Contractor fails to comply with any material term or condition of this Contract;
2. The Contractor misuses the funds provided by the City or fails to use the funds in accordance with applicable laws, regulations, or the terms of this Contract;
3. The Contractor becomes insolvent, files for bankruptcy, or is subject to any other proceeding related to its liquidation or insolvency; or
4. The Contractor engages in any illegal activities or practices that could harm the reputation or interests of the City.
5. The federal funds that are allocated or intended to be used for the performance of this Contract become unavailable, reduced, or withdrawn for any reason.

Notice to Cure

If the City intends to terminate this Contract for cause based on a breach by the Contractor, the City shall provide written notice to the Contractor specifying the nature of the breach. The Contractor shall have thirty (30) days from receipt of such notice to cure the breach. If the Contractor fails to remedy the breach within the specified time, the City may then terminate the Contract effective immediately upon providing written notice to the Contractor.

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- **City Council Approval:** The entirety of this agreement is subject to and wholly dependent upon the approval of the Davenport City Council. Once the agreement is approved by the City Council, the Mayor of Davenport or his authorized signatory will execute the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Contract as of the day and year first above written.

THE CITY OF DAVENPORT, IOWA

By: _____

Name: Mike Matson

Title: Mayor, City of Davenport

Date: _____

PROJECT RENEWAL

By: _____

Name:

Title:

Date: _____

ATTACHMENT A
Approved Contacts

Entity Information	
City of Davenport City of Davenport, Iowa <i>City Name</i> 226 W 4th Street <i>Address</i> Davenport, IA 52801 <i>City, St. ZIP</i> https://www.davenportiowa.com/ <i>Website</i>	Contractor Project Renewal <i>Contractor Name</i> 906 West 5th Street <i>Address</i> Davenport, IA 52802 <i>City, St. ZIP</i> https://www.projectrenewal.net/ <i>Website</i>
Program Contact	
Name: Hanna Whitehurst Phone: (563) 888-2163 Email: hanna.whitehurst@davenportiowa.com	Name: Ann Schwickerath Phone: 563-324-0800 Email: ann@projectrenewal.net
Authorized Official	
Name: Tim Gleason Phone: (563) 326-7792 Email: tim.gleason@davenportiowa.com	Name: Ann Schwickerath Phone: 563-324-0800 Email: ann@projectrenewal.net

REQ: _____

PO: _____

ATTACHMENT B
INVOICE | REQUEST FOR PAYMENT

CITY OF DAVENPORT
SUBRECIPIENT REQUEST FOR PAYMENT

REQUEST DATE: _____

VENDOR: _____

REQUEST NO.: _____

REPORTING PERIOD: _____

NO.	REQUEST AMOUNT	ALREADY DRAWN	BALANCE
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CONTRACT AMOUNT: \$50,000

THIS REQUEST: _____

ALREADY DRAWN: _____

TOTAL EXPENDED: _____

REMAINING CONTRACT BALANCE:

CERTIFICATION

By signing this request for payment, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative. All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

All records are available for review, and any cost deemed ineligible, unallowable, undocumented, or duplicated, will be returned to the City.

Signature

Date

City of Davenport

Department: Police

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

Action / Date

12/10/2025

Subject:

Motion approving the purchase of 140 ballistic helmets and chin straps from Team Wendy of Cleveland, Ohio in the amount of \$89,896.08, CIP #63026. [All Wards]

Recommendation:

Pass the Motion.

Background:

A sole source procurement justification is on file with the Purchasing Division.

This purchase will provide new ballistic helmets for the Police Department as the current helmets, purchased in FY 2021, have reached the end of their five-year certification for ballistic protection and are in need of replacement.

Funding for this purchase comes from CIP #63026 | Ballistic Helmet Replacement.

Attachments:

None