

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, January 14, 2026; 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 December 10, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for January 7, 2026.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

1. National Mentoring Month | January 2026

2. Slavery and Human Trafficking Prevention Month | January 2026

IX. Presentations

1. Police Officer Swearing-In Ceremony

-Markus Hall

-Keaton Johnson

-Andrew Rhodes

-Joseph Rymars

-Allan Wittmann

-Anabelle York

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. Third 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 awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana. [All Wards]

XII. Approval of All Items on the Consent Agenda

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

1. Second Consideration: Ordinance amending Schedule 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]
2. Second 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]
3. Resolution accepting the storm sewer associated with the Timber Ridge development project. [Ward 2]
4. Resolution accepting work completed under the Grand Avenue (East Locust Street to East 29th Street) Resurfacing project by Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$823,380.26, CIP #35061. [Ward 5]
5. Resolution approving the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain, LLC of Long Grove, Iowa, for an amount not to exceed \$300,000, CIP #30066 and #35061. [All Wards]
6. Resolution exercising the second-year option and awarding a one-year continuation of the FY 2025-2026 Contract Sewer Repair Program to Hagerty Earthworks, LLC of Muscatine, Iowa; Hometown Mechanical of Davenport, Iowa; and J.C. Dillon, Inc of Davenport, Iowa, in the amount of \$250,000 each for FY 2026, CIP #30064 and #33057. [All Wards]
7. Resolution awarding a contract for engineering services for the Wisconsin Avenue Bridge Over Duck Creek Replacement project to Bolton & Menk, Inc of Cedar Rapids, Iowa, in the amount of \$162,539, CIP #21015. [Wards 1 & 2]
8. Resolution 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]
9. Resolution approving the plans, specifications, form of contract, and estimate of cost

for the Brady Street and 12th Street Traffic Signal Installation project, CIP #38025.
[Ward 3]

10. Resolution approving the purchase of UV lamps for the Water Pollution Control Plant from Xylem Water Solutions USA, Inc of Charlotte, North Carolina, in the amount of \$154,011. [Ward 1]
11. Resolution approving updates to the City of Davenport hazard mitigation actions listed as part of the Scott County Multi-Jurisdictional Hazard Mitigation Plan. [All Wards]
12. Resolution adopting the Internal Revenue Service mileage rate to reimburse employees for use of a personal vehicle for City business. [All Wards]
13. Resolution approving the FY 2025 City Street Finance Report for the period July 1, 2024, to June 30, 2025, to be submitted to the Iowa Department of Transportation. [All Wards]
14. Motion approving noise variance requests on the listed dates and times for outdoor events.

Downtown Davenport Partnership; Icestravaganza; Freight House | 421 West River Drive; 5:00 p.m. - 10:00 p.m. Friday, January 16, 2026; 10:00 a.m. - 10:00 p.m. Saturday, January 17, 2026; and 10:00 a.m. - 2:00 p.m. Sunday, January 17, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

15. Motion approving beer and liquor license applications.

A. New License, New Owner, Temporary Permit, Temporary Outdoor Area, Location Transfer, etc. (as noted):

Ward 1

A & A Fuel Mart, Inc (A & A Fuel Mart, Inc) - 4425 West Locust Street - New License/Owners - License Type: Class B Beer/Wine (Carry-Out)

B. Annual License Renewals (with Outdoor Area as noted):

Ward 2

California Pho (Binh Van Nguyen) - 3559 West Kimberly Road #4, 5, 6 - License Type: Special Class C Beer/Wine (On-Premises)

Dollar General Store #4010 (Dolgenercorp, LLC) - 3936 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Abarrotes Carillo, LLC (Abarrotes Carillo, LLC) - 903 West 3rd Street - License Type:

Class C Liquor (On-Premises)

D'Lua on the River (D'Lua on the River Co) - 1201 East River Drive - Outdoor Area - License Type: Class C Liquor (On-Premises)

Danceland (Danceland Ltd) - 501 1/2 West 4th Street - License Type: Class C Liquor (On-Premises)

Double Tree (Bucktown Lodging, LLC) - 111 East 2nd Street - License Type: Class C Liquor (On-Premises)

Kilkenny's Pub & Eatery (Kilkenny's Pub, Inc) - 300 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Super Saver Tobacco & Liquor (Yuvi Global Supply, LLC) - 1610 Rockingham Road - License Type: Class E Liquor (Carry-Out)

Ward 4

Kwik Star #123 (Kwik Trip, Inc) - 2850 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Meat Market (Market Holdings, LLC) - 1629 Washington Street - License Type: Class C Liquor (On-Premises)

Off Point Pub (Triple 8 Enterprises, LLC) - 2025 Hickory Grove Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Sc Mini Mart (Sc Mini Mart, LLC) - 1511 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 5

Aldi, Inc #15 (Aldi, Inc) - 1702 Brady Street (Midtown Plaza) - License Type: Class B Beer/Wine (Carry-Out)

Jesse's Mart (Guru Nanak Petro Mart, Inc) - 412 East Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 6

Big 10 Mart #18 (Molo Oil Company) - 5310 Corporate Park Drive - License Type: Class E Liquor (Carry-Out)

The Coffee House Qc (Area 309 Coffee, LLC) - 1315 Jersey Ridge Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Dollar General Store #254 (Dolgencorp, LLC) - 2170 East Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Hy-Vee #4 (Hy-Vee, Inc) - 4064 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Jiang's Hot Pot and BBQ (Jiang's Pot, LLC) - 4009 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Corny Beer Store, LLC (Corny Beer Store, LLC) - 5220 Grand Avenue - License Type: Class B Beer/Wine (Carry-Out)

Dollar General Store #9381 (Dolgencorp, LLC) - 109 East 50th Street - License Type: Class B Beer/Wine (Carry-Out)

Exotic Thai Restaurant (Exotic Thai Restaurant, Inc) - 2303 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Gallery (Nelson Securities, Inc) - 3727 Esplanade Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ganzo's (Ganzo's, Ltd) - 3923 North Marquette Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Loves Travel Stop #476 (Loves Travel Stops & Country Stores, Inc) - 8255 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Yummy Crab (Crab House of Davenport, Inc) - 1235 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 8

Cracker Barrel #161 (Cracker Barrel Old Country Store) - 300 Jason Way Court - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Davenport Chapter Izaak Walton League of America (Davenport Chapter Izaak Walton League of America) - 8402 Harrison Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Dollar General Store #19449 (Dolgencorp, LLC) - 7510 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Happy Joe's Pizza (Dynamic Restaurant Acquisition, Inc) - 201 West 50th Street - License Type: Special Class C Beer/Wine (On-Premises)

Kwik Star #167 (Kwik Trip, Inc) - 2050 East 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

16. Motion approving the purchase of a handheld mass spectrometer chemical detection system for the Police Department from Safeware, Inc of Lanham, Maryland, in the amount of \$73,806.32 using State of Iowa Contract #19211C, CIP #63027. [All Wards]
17. Motion awarding a landscape architectural services contract for the Vander Veer Park Fountain Renovation project to Confluence of Cedar Rapids, Iowa, in the amount of \$93,000, CIP #64124. [Ward 5]
18. Motion awarding a contract for the Parks & Recreation ADA Transition Plan to The WT Group AEC, LLC Accessibility Practice of Hoffman Estates, Illinois in the amount of \$73,755.50, CIP #64131. [All Wards]
19. Motion approving the purchase of a Ford F-450 pickup truck chassis in the amount of \$55,152 from Stivers Ford of Waukee, Iowa, using Iowa Department of Administrative Services contract #26063, and a dump body and a front-mounted plow in the amount of \$27,953 from Truck Equipment of Des Moines, Iowa, using Iowa Department of Administrative contracts #MA005-24134 and MA005-25197. [All Wards]
20. Motion determining property values for the 2026 Alley Cost Share Program. [Wards 4 & 5]
21. Motion approving a payment to the Scott County Auditor in the amount of \$99,867.34 for 2025 election expenses. [All Wards]
22. Motion approving a payment of \$61,920 to CDW-G of Chicago, Illinois, for a one-year renewal of Omnissa Horizon Enterprise subscription. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

XIV. 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 complaints 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.

XV. Final Comments from Council Members and the Mayor

XVI. Adjourn

City of Davenport

Department: Administration

Contact Info: Brian Krup | 563-326-6163

Subject:

Approval of the City Council meeting minutes for December 10, 2025.

Action / Date

1/14/2026

Attachments:

1. 121025 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, December 10, 2025

The City Council of Davenport, Iowa met in regular session on Wednesday, December 10, 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 Jobgen (*In person*: R. Dunn, Kelly*, Meginnis, Reinartz, Newton, Lynch, T. Dunn, and Burkholder; *Via telephone*: Gripp).

**Arrived at 5:32 p.m. after roll call.*

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderwoman Newton

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

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

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

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

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.**

VIII. Petitions and Communications from Council Members and the Mayor

IX. Individual Approval of Items on the Discussion Agenda

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

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] **MOVED TO THIRD CONSIDERATION**

2. *On motion by Alderman Reinartz, seconded by Alderwoman Meginnis and all Alderman present voting nay except Meginnis and Gripp, the following Resolution failed.*

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

X. Approval of All Items on the Consent Agenda

On motion by Alderman R. Dunn, seconded by Alderman Reinartz and all Aldermen present voting aye with Alderwoman Newton abstaining from item #15, the Consent Agenda was approved as follows.

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]

ADOPTED 2025-492

ORDINANCE NO. **2025-492**

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, harbinger, 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.

Adopted 12/10/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

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] **ADOPTED 2025-493**

ORDINANCE NO. **2025-493**

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.

Adopted 12/10/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

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] **MOVED TO SECOND CONSIDERATION**

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] **MOVED TO SECOND CONSIDERATION**

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] **ADOPTED 2025-494**

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] **ADOPTED 2025-495**

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] **ADOPTED 2025-496**

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] **ADOPTED 2025-497**

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] **ADOPTED 2025-498**

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] **ADOPTED 2025-499**

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] **ADOPTED 2025-500**

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] **ADOPTED 2025-501**

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] **ADOPTED 2025-502**

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] **ADOPTED 2025-503**

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] **ADOPTED 2025-504**

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] **ADOPTED 2025-505**

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] **ADOPTED 2025-506**

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] **ADOPTED 2025-507**

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] **ADOPTED 2025-508**

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] **ADOPTED 2025-509**

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] **ADOPTED 2025-510**

22. Preliminary Resolution for the 2026 Alley Cost Share Program. [Wards 4 & 5] **ADOPTED 2025-511**

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] **ADOPTED 2025-512**

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] **ADOPTED 2025-513**

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] **ADOPTED 2025-514**

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] **ADOPTED 2025-515**

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] **ADOPTED 2025-515A**

**Clerical correction: Duplicate action item numbering was corrected by designating the second item 2025-515 as item 2025-515A. No other changes were made.*

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] **ADOPTED 2025-516**

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] **ADOPTED 2025-517**

30. Resolution of agreement and support for Hot Glass, Inc's fundraising efforts for a public art display at Main Street Landing. [Ward 3] **ADOPTED 2025-518**

31. Motion approving beer and liquor license applications. **PASSED 2025-519**

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]

PASSED 2025-520

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]

PASSED 2025-521

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]

PASSED 2025-522

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]

PASSED 2025-523

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Final Comments from Council Members and the Mayor

XIV. Adjourn **6:29 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 January 7, 2026.

Action / Date

1/14/2026

Attachments:

1. 010726 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, January 7, 2026 -- The Committee of the Whole Meeting began at 5:30 p.m. with the Presentation of Colors by the Central High School Army JROTC Color Guard. National Anthem performed by Wrigley Mancha, Addison Johnson, Micah Roldan, and Levi Gordon from Central High School. Administration of Oaths of Office by the Honorable Justice Thomas D. Waterman to Jason Gordon, Mayor; Kyle Gripp, At-Large; Jazmin Newton, At-Large; Rick Dunn, First Ward; Tim Dunn, Second Ward; Paul Vasquez, Third Ward; Jade Burkholder, Fourth Ward; John Blunk, Fifth Ward; Ben Jobgen, Sixth Ward; Mark Holloway, Seventh Ward; and Matt Lienen, Eighth Ward. An invocation was delivered by Deacon Robert Shaw. Mayor Gordon called the meeting to order at 6:00 p.m. The Council observed a moment of silence. Pledge of Allegiance led by Alderman R. Dunn. Upon the roll being called, all Aldermen were present (R. Dunn, Vasquez, Holloway, Lienen, Gripp, Newton, Blunk, T. Dunn, Jobgen, and Burkholder).

The following Public Hearings were held: **Public Works:** 1. 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]; and 2. on the plans, specifications, form of contract, and estimate of cost for the Brady Street and 12th Street Traffic Signal Installation project, CIP #38025.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Lienen reviewed the one item listed. On motion by Alderman Holloway, seconded by Alderwoman Newton the item moved to the Discussion Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, seconded by Alderwoman Burkholder all items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. A motion was moved by Alderman R. Dunn and seconded by Alderwoman Newton to postpone item #13, Motion awarding a contract for engineering services for the Park Sign Design Guide project to Corbin Design of Traverse City, Michigan, in the amount of \$62,260, CIP #64122, indefinitely. On motion by Alderman Vasquez, seconded by Alderman Jobgen item #6, Resolution awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed the two items listed. On motion by Alderman Blunk, seconded by Alderman Jobgen both items moved to the Consent Agenda. **Other Ordinances, Resolutions and Motions:** Mayor Gordon reviewed the two items listed. On motion by Alderman Gripp, seconded by Alderman R. Dunn both items moved to the Consent Agenda.

Council adjourned at **6:45 p.m.**

City of Davenport

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

Action / Date
1/14/2026

Subject:
National Mentoring Month | January 2026

City of Davenport

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

Action / Date
1/14/2026

Subject:
Slavery and Human Trafficking Prevention Month | January 2026

City of Davenport

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

Action / Date
1/14/2026

Subject:

Third 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, Iowa, 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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



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

Office 563.326.6198
 planning@davenportiowa.com

APPLICATION FOR
ZONING TEXT AMENDMENT

(CHANGE TO ZONING ORDINANCE LANGUAGE)

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

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

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

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

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.

APPLICANT INFORMATION

Applicant Name | Company Name
Leveraged Holdings LLC

Address
5167 Utica Ridge Road

City | State | Zip
Davenport IA 52807

Phone
 [REDACTED]

Secondary Phone
 [REDACTED]

Acceptance of Applicant

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

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

Thad DenHartog

Type Applicant's Name

[Signature] **09/18/2025**
 Applicant's Signature Date

DEVELOPMENT TEAM

Owner
Leveraged Holdings LLC

Address
5167 Utica Ridge Road

Phone Secondary Phone
 [REDACTED]

E-Mail Address
 [REDACTED]

Attorney/Other
Thomas J. Pastrnak

Address
313 W. 3rd Street Davenport, IA 52801

Phone Secondary Phone
 [REDACTED]

E-Mail Address
 [REDACTED]

COMPLETE SUBMITTALS SHALL INCLUDE: SUBMITTED

Existing & Proposed Text, as a .PDF, if preferred

Authorization to Act as Applicant, if necessary

Application Fee: (REQUIRED) **\$400***
 * plus Scott County Recording Office fees at a later date

PROCEDURE SHALL BE AS STATED IN §17.14.040

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

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

Addendum to
Zoning Code Headings & Section Numbers Impacted

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

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.*

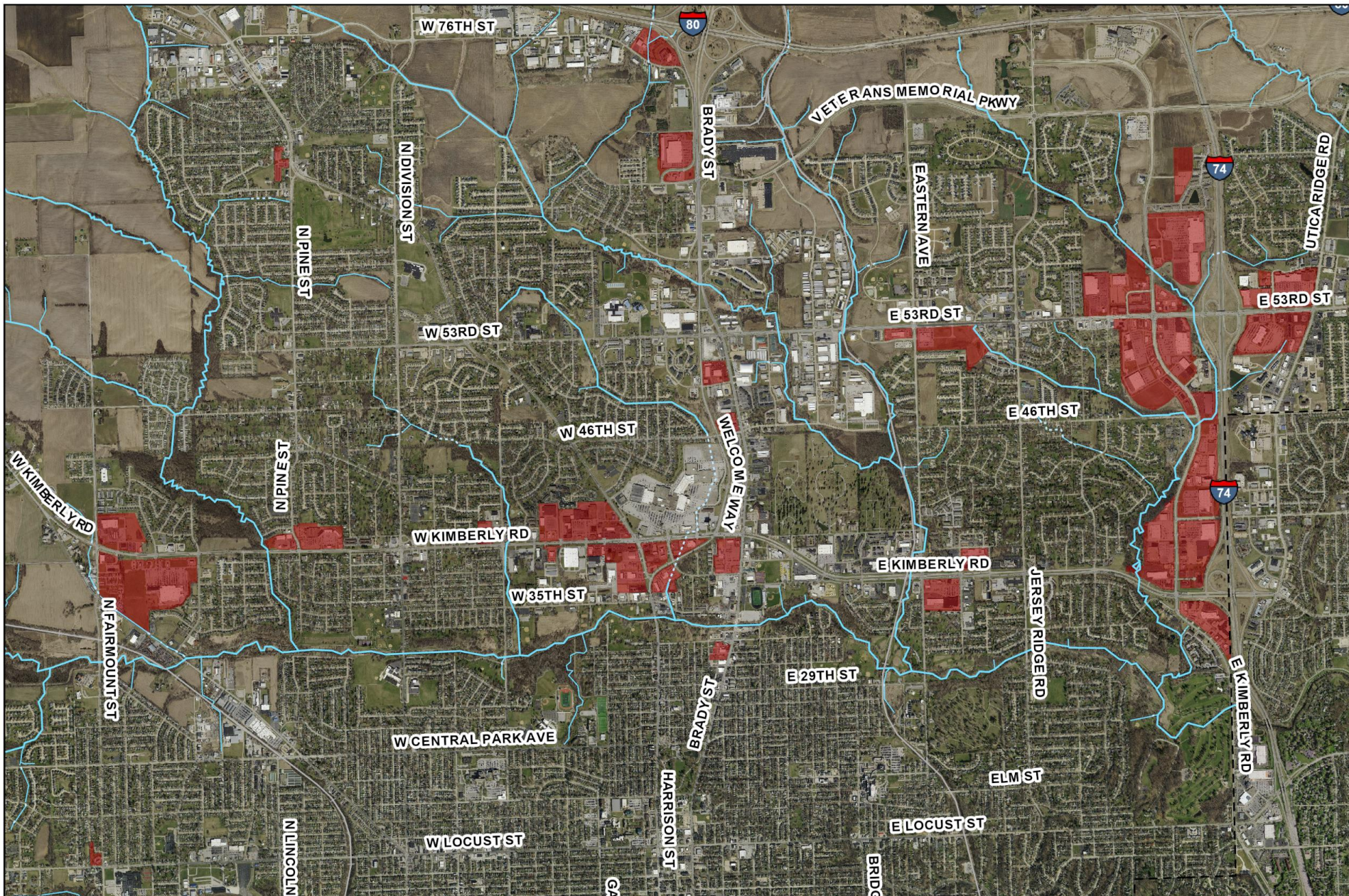
Proposed Table 17.08 – 1 Use Matrix

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.



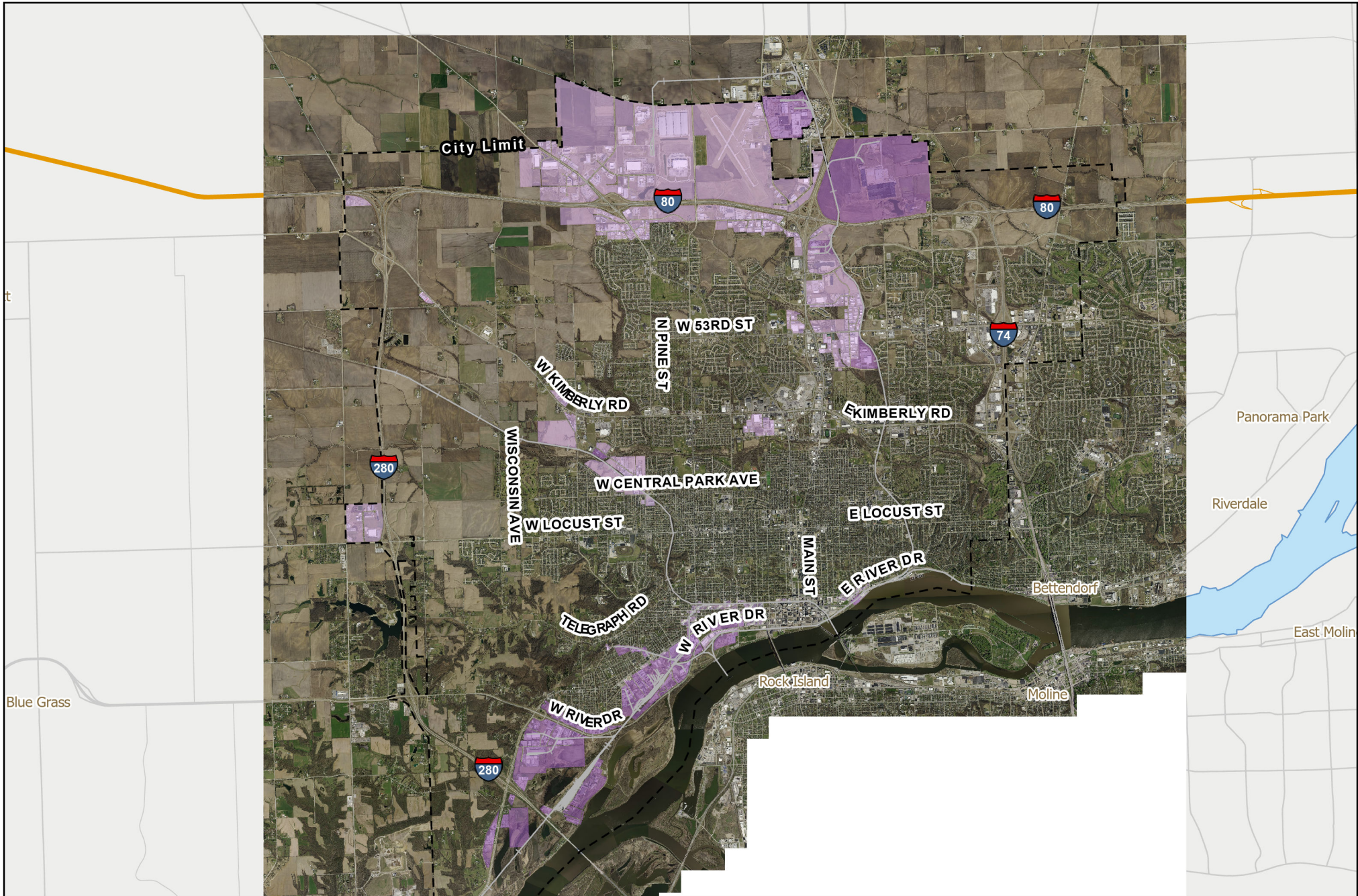
Legend

Zoning Districts

- C-3 General Commercial Zoning District

C-3 Zone Overview Map





Legend

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

Industrial Zone Overview Map



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				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				Sec. 17.08.030.L
Hotel									P	P	P	P	P	S	P			P				
Industrial - General																	P					
Industrial - Light												P				P	P	P				
Industrial Design								P	P	P		P	P		P	P	P	P				

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

Action / Date
1/14/2026

Subject:

Resolution awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals (RFP) for Underground Utilities Locating & Marking Services was issued and sent to vendors on September 1, 2025. On October 3, 2025, the Purchasing Division opened two (2) proposals.

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

- Scope of Work | 30%
- Pricing | 30%
- References | 15%
- Quality, Thoroughness and Responsiveness of Proposal | 15%
- Employment Practices | 10%

USIC Locating Services, LLC of Indianapolis, Indiana, was ranked the highest by the evaluating committee and deemed the best vendor to meet the needs and requirements of the City for these services.

This contract will provide underground utility locating and marking services for the City's sewer, fiber optic, traffic signal, and streetlight line underground utilities. Services will be billed as a flat monthly fee of \$25,000. At the beginning of each contract year after the effective date, the charges for Locate Services set forth on Exhibit A shall be increased annually by 4%.

Funding for the contract comes from sewer operating funds.

Attachments:

1. Resolution
2. Contract

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a one-year contract, with four possible one-year renewals, for Underground Utilities Locating & Marking Services to USIC Locating Services, LLC of Indianapolis, Indiana.

WHEREAS, the City needs to contract for Underground Utilities Locating & Marking Services; and

WHEREAS, USIC Locating Services, LLC of Indianapolis, Indiana, was ranked highest by the evaluating committee and deemed the vendor to best meet the needs and requirements of the City for these services.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a one-year contract, with four possible one-year renewals, is hereby awarded to USIC Locating Services, LLC of Indianapolis, Indiana.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

FACILITIES LOCATING AND MARKING **SERVICE CONTRACT**

THIS CONTRACT ("Contract") is entered into as of December 1, 2025, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and the City of Davenport, Iowa (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities (hereinafter defined) in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to offer certain services relative to locating and marking Customer's Facilities listed in Exhibit A.
- C. This Contract supersedes and replaces any and all prior agreements, understandings, and representations, whether written or oral, between the Parties with respect to the subject matter hereof. In the case of any conflict between this Contract and Request for Proposal #26-17, this Contract shall control. This Contract constitutes the entire understanding between the Parties and no amendment, modification, or waiver of any of the provisions of this Contract shall be valid unless set forth in writing and signed by both Parties.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
 - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
 - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
 - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
 - 1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
 - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.

- 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
- 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).
- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area, maps, facility records, and/or other facility documentation identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined hereinafter, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities that occurs for any reason other than USIC not performing the Locate with Reasonable Accuracy.

- 1.21 **Mark(s)(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.
- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.
- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.
- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 13.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate. A Ticket may require more than one Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.

- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose general presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.
- 1.33 **USIC Work Product** means all materials, data, works of authorship, concepts, presentation, inventions, discovery, processes, know-how, reduction of information, including without limitation, all intellectual property rights, including trade secrets, data, copyrights, and trademarks related to USIC's Locate Services, which is conceived or reduced to practice as a result of the performance of the Locate Services.
- 1.34 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.35 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.36 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.37 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site.

Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.

- 2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.
- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All of Customer's maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.
- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer shall not suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). Customer acknowledges that USIC does rely in part on such records, and USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.

- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:
 - 4.1.1 Sales Tax
 - 4.1.2 Use Tax
 - 4.1.3 Services Provider Tax
 - 4.1.4 Value Added Tax
 - 4.1.5 Gross Receipts Tax
 - 4.1.6 Commercial Activities Tax
 - 4.1.7 Business Tax
 - 4.1.8 Occupation Tax
 - 4.1.9 Or similarly constructed state or local taxation

Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 13.
- 4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation

under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.

- 4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 13, and Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of January 1, 2026 ("Effective Date") and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.
- 5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
- 5.4.1 insolvency of Customer;
 - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
 - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
 - 5.4.4 appointment of a receiver or trustee for Customer;
 - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
 - 5.4.8 Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than twelve (12) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usidllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.
- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a fault determination, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract and any liability between Customer and USIC. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 13.
- 6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.
- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.
- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 13. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages, whether in litigation, arbitration, mediation, or any other forum, formal or informal.

- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

7. Limitation of Liability and Indemnification

- 7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$5,000 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**
- 7.2 USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY THE TRAILING TWELVE-MONTH PERIOD.
- 7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untonable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators): (1) such support shall be provided by USIC at no additional cost if Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.
- 7.4 Customer agrees not to add USIC as a defendant or otherwise as a party to any litigation or arbitration Customer is pursuing against an Excavator or any other third party for any Damage to Customer's Facilities that was not, prior to initiation of such proceeding, determined to be a Locator At Fault Damage in accordance with this Contract. If Customer violates this provision and adds USIC in any such proceeding, Customer agrees that this provision gives USIC the right to the seek immediate dismissal from such proceeding and indemnification for any fees and expenses associated with seeking such dismissal.
- 7.5 To the fullest extent allowed under applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages
- 7.6 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but the cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or indemnify Customer for Third Party Claims resulting from Damages that are not caused by

USIC's negligence fault nor shall USIC be required to defend or indemnify Customer for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untenable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to provide prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

- 8.1 At the beginning of each Contract Year subsequent to the Effective Date, the charges for Locate Services set forth on Exhibit A shall be increased annually by 4%.
- 8.2 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.
- 8.3 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.
- 8.4 Significant Volume and Ticket Type Changes
- 8.4.1 The prices offered to Customer by USIC are based upon historical ticket volume data, and Customer acknowledges that USIC needs adequate time to adjust and re-allocate staffing and resources in the event of significant changes in total ticket volume and/or changes in ticket type. Thus, in the event of a Significant Ticket Volume Change and/or a Significant Ticket Type Change, Customer and USIC will renegotiate the pricing set forth in Exhibit A to mutually agreeable prices with an equitable adjustment in favor of USIC to reflect USIC's additional costs and revenue impacts. If USIC and Customer are unable to reach an agreement on renegotiated pricing, USIC will be permitted to decline to accept Excess Tickets and will not be responsible for Marking any declined Excess Tickets.

"Significant Ticket Volume Change" is defined as an increase or decrease of ten percent (10%) or more in total ticket volume for the territory being serviced by USIC, as compared to total ticket volume for the same month of the prior year (for example, July 2023 as compared to July 2022).

"Significant Ticket Type Change" is defined as an increase of ten percent (10%) or more in the percentage of tickets that require 30 minutes or more of Marking by USIC, as compared to the average percentage of such tickets for the trailing twelve (12) month period.

"Excess Tickets" is a percentage of Tickets equal to the percentage change that triggered the Significant Ticket Volume Change or the Significant Ticket Type Change. For example, in the event of a 20% change in total ticket volume as compared to the total ticket for the same month of the prior year or a 20% change in the percentage of tickets that require 30 minutes or more of Marking as compared to the average percentage of such tickets for the trailing twelve (12) month period,

20% of total ticket volume shall be considered Excess Tickets that may be declined by USIC until pricing is renegotiated.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC's request regarding any high speed and/or high-density roadways which will require underground Locate Services to be performed, Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.
- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to enter telecommunications manhole vaults only when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.
- 9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days' written notification to Customer of such adjustment.

- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:
- 9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - 9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
 - 9.10.3 Arc flash studies;
 - 9.10.4 Ground fault studies;
 - 9.10.5 Hand hole, manhole, and utility vault details; and
 - 9.10.6 Danger poles tagging
- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.
- 9.13 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

- 10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

11. Insurance

- 11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	\$1,000,000
	Disease, Policy Limit	\$1,000,000
	Disease, Each Employee	\$1,000,000
Comprehensive General Liability		
	Each Occurrence	\$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	\$8,000,000
	Products Completed Operations Aggregate	\$8,000,000
	Medical Limits	Not Covered

	Damages to Premises Rented to You Limit	\$1,000,000
	Automobile Liability CSL	\$5,000,000
	Cyber	\$5,000,000

12. USIC Work Product

- 12.1 Notwithstanding any other clause of this Contract, Customer shall have no rights or interests in USIC Work Product. All right, title and interest in and to USIC Work Product shall be and shall remain the sole property of USIC or [its third-party vendors or subcontractors]

13. Dispute Resolution

- 13.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 13.
- 13.2 Prior to initiating litigation or arbitration of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 13.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.
- 13.3 If a dispute has not been resolved by negotiation pursuant to Section 13.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 13.2, then either Party may initiate: (1) arbitration or litigation for disputes of \$250,000 or less, including costs; or (2) litigation for disputes over \$250,000. Any matter initiated in arbitration: (1) shall be filed with the American Arbitration Association (AAA); and (2) shall be heard by a panel of three arbitrators, notwithstanding any AAA rules to the contrary. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

14. Non-Solicitation

- 14.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, to which a USIC employee responds seeking employment without first having been solicited by Customer.

15. Force Majeure

- 15.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hindrance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:
- 15.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
 - 15.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
 - 15.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 15.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
 - 15.1.5 pandemics, epidemics and quarantine or governmental action related to such;
 - 15.1.6 compliance with any law or governmental order, rule, regulation or direction;
 - 15.1.7 theft, burglary or malicious acts of third parties; and

15.1.8 any other events including emergencies and non-emergencies that meet the above-stated standards or force majeure as defined by applicable state law.

15.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing its obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

16. Contract Choice of Law, Modification, and Assignment

16.1 With respect to any dispute regarding liability for or the scope of Repair Costs associated with a Damage to Customer's Facilities, both parties agree to utilize the laws and venue of the state where the Locate Services are performed.

16.2 With respect to any dispute regarding the interpretation or enforceability of this Agreement or any provision(s) of this Agreement, the parties agree that: (1) Iowa law shall apply, regardless of any state's law on choice of law; and (2) such disputes shall be litigated exclusively in state court in Scott County, Iowa or, if jurisdiction permits, in the United States District Court for the Southern District of Indiana, and the parties waive any objection to litigating in such venues

16.3 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

16.4 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

17. Contract Entirety

17.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

18. Severability Clause

18.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Acknowledgement of Understanding

19.1 Customer and USIC each hereby certify and represent that they have carefully read and fully understand all of the provisions and effects of this Contract, and that they each have consulted or had the opportunity to consult with an attorney with respect to all aspects of this Contract and the meaning and effect hereof. Customer and USIC each acknowledge that they are entering into this Contract knowingly and voluntarily, and that the other party has not made any representations concerning the terms and effects of this Contract other than those contained herein.

19.2 In any construction of the Contract, the provisions shall be considered joint work product and shall not be construed for, or against, any party, but shall be construed according to their plain meaning without any presumptions against a drafter in the event of any ambiguity. Each party represents and warrants that it has such knowledge, sophistication, and experience in business and financial matters as to be capable of evaluating the merits and risks of, and protecting such party's own interests in connection with, the transactions contemplated by this Contract.

19.3 This Contract is wholly subject to approval by Davenport City Council.

20. Counterparts

20.1 This Contract may be executed in several counterparts, each of which shall be an original and facsimile/pdf as against any party that signed it, and all of which shall constitute one and the same document. Further, a facsimile and/or pdf shall be an original as and against any party that signed it.

21. Contract Notification

21.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

21.1.1 USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

21.1.2 Customer authorized representative:
Attn: Ron Perkins
226 West Fourth Street
Davenport, IA 52801
ron.perkins@davenportiowa.com

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Davenport, Iowa

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

(Please print)

Title: _____

Title: _____

Date 12/1/2025

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Iowa.

Member Codes (state One Call CDC or Customer Description Codes): DPW

USIC Locating Services, LLC Pricing:

USIC will service the City's tickets for a Monthly Payment of \$25,000 (flat fee).

Monthly Payment: \$25,000.00

Applicable estimated volumes for the state of Iowa.

- Estimated annual volume of 12,000 tickets

USIC to remit invoices to:

City of Davenport, Public Works Department 1200 E. 46th St., Davenport, IA 52807. Attn: Kevan Oliver, Public Works Operations Manager | Sewers

City of Davenport

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

Action / Date
1/14/2026

Subject:

Second 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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Second 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:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution accepting the storm sewer associated with the Timber Ridge development project.
[Ward 2]

Recommendation:

Adopt the Resolution.

Background:

The Timber Ridge Development project is a redevelopment project located at 2345 West 54th Street. The original storm sewer alignment ran through the area where the new building has been constructed, and the latest development rerouted the storm sewer to allow for a more efficient use of the parcel.

The developer is Woda Cooper Companies of Columbus, Ohio. IMEG of Bettendorf, Iowa, created the plans for the site improvements. The construction of the storm sewer was completed by Triple B Construction Corp of Wilton, Iowa.

This Resolution accepts:

- 4 new storm manholes (14686, 14689, 14691, and 14697). New 18" storm sewer pipe 14700 connects new manhole 14697 to existing downstream manhole 2801.
- Approximately 368 linear feet of 15-inch reinforced concrete pipe, approximately 108 LF of 18-inch reinforced concrete pipe, and area inlet #14698.

Public Works has inspected the work and found it to be acceptable according to City of Davenport specifications. This portion of the storm sewer has been satisfactorily completed and is hereby formally accepted, and, as of this date, considered public infrastructure.

Attachments:

1. Resolution
2. Location Map

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting the storm sewer associated with the Timber Ridge development project.

WHEREAS, Timber Ridge has been developed by Woda Cooper Companies of Columbus, Ohio; and

WHEREAS, four new storm manholes (14686, 14689, 14691, and 14697) and new 18" storm sewer pipe 14700 connecting new manhole 14697 to existing downstream manhole 2801 was constructed by Triple B Construction Corp of Wilton, Iowa; and

WHEREAS, approximately 368 linear feet of 15-inch reinforced concrete pipe, approximately 108 LF of 18-inch reinforced concrete pipe, and area inlet #14698 was constructed by Triple B Construction Corp of Wilton, Iowa; and

WHEREAS, Public Works has inspected the work and found it to be acceptable according to City of Davenport specifications with the possible exception of the 15" pipe installed between 86' and 178' from Manhole #14686 which shall be televised by the developer three years from acceptance and replaced if found to be in worse condition at that time; and

WHEREAS, the City has a four-year maintenance bond on file in the amount of \$80,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Timber Ridge development project site improvements, which storm sewer constructed by Triple B Construction Corp having been satisfactorily completed, is hereby formally accepted.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution accepting work completed under the Grand Avenue (East Locust Street to East 29th Street) Resurfacing project by Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$823,380.26, CIP #35061. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

This project involved milling and overlaying the asphalt surface on Grand Avenue from East Locust Street to East 29th Street and also on East Central Park Avenue from Farnam Street to Grand Avenue. The project also replaced three sanitary sewer manholes and one storm sewer manhole, and updated ADA-accessible curb ramps.

The total project cost was \$823,380.26 budgeted in CIP #35061 | High-Volume Streets.

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 Grand Avenue (East Locust Street to East 29th Street) Resurfacing project by Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$823,380.26, CIP #35061.

WHEREAS, the City entered into a contract with Hawkeye Paving Corporation of Davenport, Iowa, for the Grand Avenue (East Locust Street to East 29th Street) Resurfacing 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 \$823,380.26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that work completed under the Grand Avenue (East Locust Street to East 29th Street) Resurfacing project by Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$823,380.26 is hereby accepted.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution approving the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain, LLC of Long Grove, Iowa, for an amount not to exceed \$300,000, CIP #30066 and #35061. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This renewal will option a third year of the on-call sewer televising, inspecting, and cleaning services contract. Renewal options shall be limited to a total of five (5) years from the original executed contract date. This contract provides on-call sewer televising, inspecting, and cleaning services on an as-needed basis related to capital improvement projects.

Early detection of deficiencies within our underground piping system is critical to a successful project. Without this early detection, many times deficiencies are not discovered until a roadway is under construction and then the costs of remedies are not included in the project budget.

Cleaning, televising, and inspecting of the underground piping system (storm and sanitary) is needed to identify deficiencies during project planning and design. Once said deficiencies or failures are identified, it is the most efficient and cost-effective time to remedy the situation before expensive roadway infrastructure is placed above any underground piping or around important structures.

Cleaning allows maximizing capacity in sewers, televising allows video documentation of assets, and inspecting identifies unforeseen failures or deficiencies early in the planning process to include in the project budget.

Funding for this contract budgeted in CIP #30066 | Inflow and Infiltration Removal and #35061 | CY 2026 High Volume Street Repair.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain, LLC of Long Grove, Iowa, in an amount not to exceed \$300,000, CIP #30066 and #35061.

WHEREAS, the City of Davenport entered into a contract with Kline Sewer & Drain, LLC of Long Grove, Iowa, for on-call sewer televising, inspection, and cleaning services; and

WHEREAS, this renewal will exercise the third-year option for these services; and

WHEREAS, additional televising, inspecting, and cleaning is needed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the renewal of the contract for on-call sewer televising, inspecting, and cleaning services with Kline Sewer & Drain, LLC of Long Grove, Iowa, in an amount not to exceed \$300,000 is hereby approved.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution exercising the second-year option and awarding a one-year continuation of the FY 2025-2026 Contract Sewer Repair Program to Hagerty Earthworks, LLC of Muscatine, Iowa; Hometown Mechanical of Davenport, Iowa; and J.C. Dillon, Inc of Davenport, Iowa, in the amount of \$250,000 each for FY 2026, CIP #30064 and #33057. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This program is to repair damages to sewer infrastructure by contract. Design of the sewer repairs and program management will be completed by the Sewers Division with quality assurance inspections being completed by Engineering and Capital Projects Department staff.

Four (4) bids were received on October 22, 2024, and the three lowest second-year bids ranged from a low of \$338,600.10 to a high of \$417,159. This project was bid as an Indefinite Quantity, Indefinite Delivery Task Order Contract. Approval of this Resolution exercises the second-year option of the two-year contract awarded for FY 2025. Work will be assigned to the contractors on a rotating basis.

Contracts will be guaranteed in the amount of \$250,000 for each contractor with a maximum contract value of \$1,050,000. Funds for the FY 2026 Contract Sewer Repair Program are budgeted in CIP #30064 at \$1,250,000 and in CIP #33057 at \$300,000.

Approval of this Resolution also provides the Public Works Director/Assistant City Administrator the authority to approve change orders to the contracts in excess of \$50,000 without further review by City Council. The total of such change orders shall not exceed the amount budgeted for this program. Any funds added to a contract that exceed the amount budgeted for the program shall adhere to Purchasing guidelines for approval. This authority is intended to provide the flexibility for contractors to continue working on emergency repairs without a delay in the work or payment to the contractor.

The following list is the approved contractors:

Hagerty Earthworks LLC of Muscatine, Iowa	\$250,000
Hometown Mechanical of Davenport, Iowa	\$250,000
J.C. Dillon, Inc of Davenport, Iowa	\$250,000

Funds for the FY 2026 Contract Sewer Repair Program are budgeted in CIP #30064 at \$1,250,000 and in CIP #33057 at \$300,000.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION exercising the second-year option and awarding one-year continuation of the FY 2025-2026 Contract Sewer Repair Program to Hagerty Earthworks, LLC of Muscatine, Iowa; Hometown Mechanical of Davenport, Iowa; and J.C. Dillon, Inc of Davenport, Iowa, in the amount of \$250,000 each for FY 2026, CIP #30064 and #33057.

WHEREAS, the FY 2025-2026 Contract Sewer Repair Program was duly advertised and published according to state law; and

WHEREAS, such bids and subsequent contracts included a provision for a one-year extension; and

WHEREAS, the City desires to exercise the second-year extension.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a one-year continuation of the FY 2025-2026 Contract Sewer Repair Program is hereby awarded to Hagerty Earthworks, LLC of Muscatine, Iowa; Hometown Mechanical of Davenport, Iowa; and J.C. Dillon, Inc of Davenport, Iowa, in the amount of \$250,000 each for FY 2026; and

BE IT FURTHER RESOLVED that the Project Manager may recommend increases in quantities up to a total contract of \$1,050,000, within the Capital Improvement Project budget constraints, upon approval of the Public Works Director/Assistant City Administrator; and

BE IT FURTHER RESOLVED that, upon approval by City staff, the executed contract and bond are hereby approved.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution awarding a contract for engineering services for the Wisconsin Avenue Bridge Over Duck Creek Replacement project to Bolton & Menk, Inc of Cedar Rapids, Iowa, in the amount of \$162,539, CIP #21015. [Wards 1 & 2]

Recommendation:

Adopt the Resolution.

Background:

The Wisconsin Avenue Bridge over Duck Creek is nearing the end of its service life and requires full replacement. The project scope includes complete demolition and removal of the existing bridge structure and construction of a new bridge in accordance with current engineering and safety standards.

The project was eligible for funding through the State of Iowa's City Bridge Grant Program, which utilizes federal-aid funds administered by the Iowa Department of Transportation. Based on the Iowa DOT's priority rating criteria, the project scored competitively and was awarded funding. The grant agreement provides for up to 100 percent federal-aid participation in eligible construction costs, not to exceed \$1,500,000.

Following the award of construction funding, the City solicited proposals from qualified consulting firms and selected Bolton & Menk, Inc of Cedar Rapids, Iowa, as the project engineering consultant. The consultant's scope of services includes the collection of survey, utility, hydraulic, and geotechnical data and the development of preliminary and final civil and structural plans. Utility relocation requirements will be identified by the affected utility owners during preliminary design and will be coordinated by the City. The consultant will prepare right-of-way and easement plats for any property interests required for project delivery and will obtain all required federal, state, and local permits.

Funding for design and associated project costs is included in the City's Capital Improvement Program under CIP #21015.

Attachments:

1. Resolution
2. Location Map

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 Wisconsin Avenue Bridge Over Duck Creek Replacement project to Bolton & Menk, Inc of Cedar Rapids, Iowa, in the amount of \$162,539, CIP #21015.

WHEREAS, the City needs to contract for engineering services for the design of the Wisconsin Avenue Bridge Over Duck Creek Replacement project; and

WHEREAS, Bolton & Menk, Inc of Cedar Rapids, Iowa, will provide the necessary technical expertise to best fit the needs of 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 Wisconsin Avenue Bridge Over Duck Creek Replacement project is hereby awarded to Bolton & Menk, Inc of Cedar Rapids, Iowa, in the amount of \$162,539.

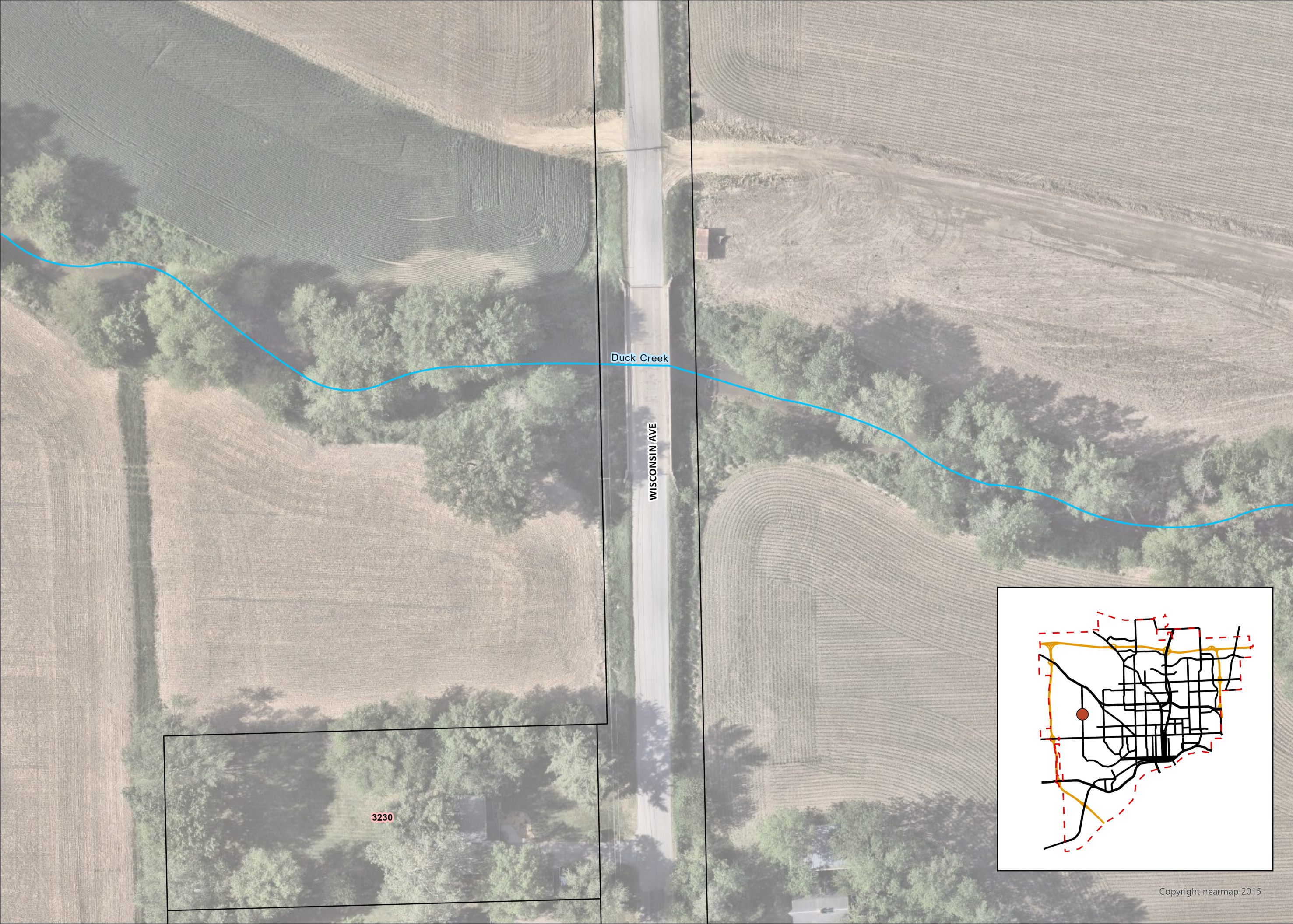
Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

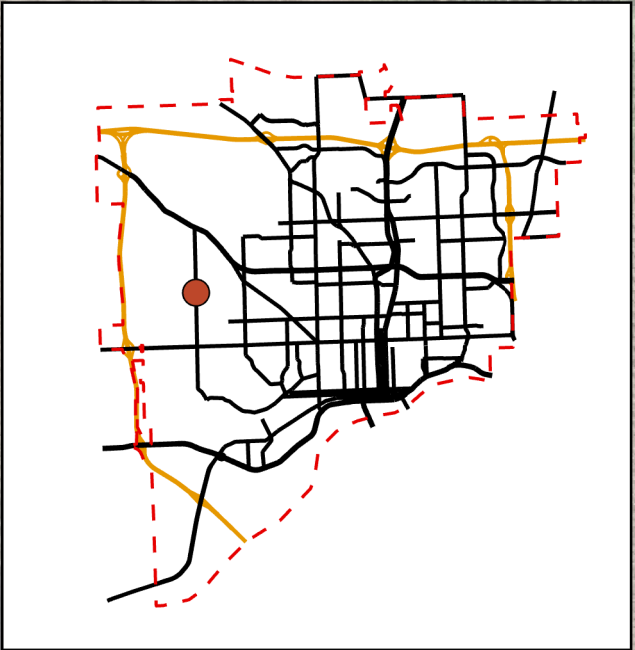
Brian Krup
Deputy City Clerk



Duck Creek

WISCONSIN AVE

3230



Copyright nearmap 2015



THE CITY OF
DAVENPORT
IOWA | USA

Location Map

Scale: 1:693



City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution 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:

The purpose of the public utility 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. The public utility easement will be used by MidAmerican Energy - Electric & Gas, Iowa American Water, and other communication utilities currently attached to poles or are underground but in conflict with excavation and sheet piling operations. All existing utilities in conflict must be relocated prior to beginning construction. Therefore, it is considered in the best interest of the City to create a public utility easement for use by utilities serving residents in the area. Both the east side and west side of Eastern Avenue were evaluated to determine which side would be most beneficial to utilities and offer the least impact to the adjacent park. The east side of Eastern Avenue provided the best option.

Attachments:

1. Resolution
2. Aerial Exhibit
3. Plat for Public Utility Easement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION 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 Eastern Avenue bridge Over Duck Creek Reconstruction project so that services can continue to be provided throughout the corridor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a public utility easement on City-owned property located east of Eastern Avenue and north of East 29th Street (Parcel D0001-02A) is hereby established.

Passed and approved this 14th day of January, 2026.

Approved:

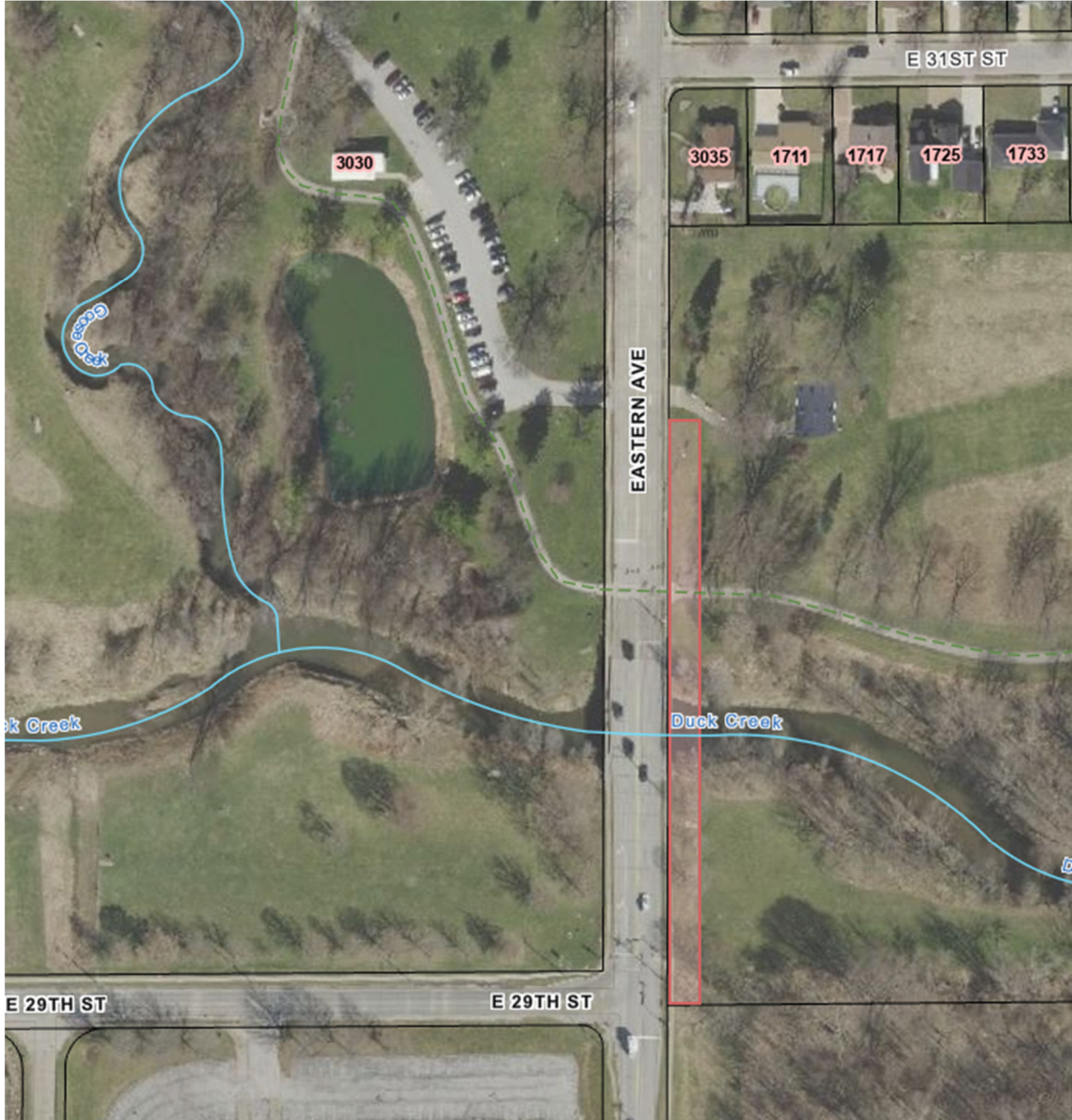
Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

PUBLIC UTILITY EASEMENT

ON CITY-OWNED PROPERTY ON THE EAST SIDE OF EASTERN AVENUE NORTH OF E 29TH ST
(Generally shown in the red box below)



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INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TIM FORINASH
SNYDER & ASSOCIATES, INC.
900 BELL DRIVE SW
CEDAR RAPIDS, IOWA 52404
319-362-9394
TWFORINASH@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
NW NW SEC. 19-78-04

REQUESTED BY:
CITY OF DAVENPORT, IOWA

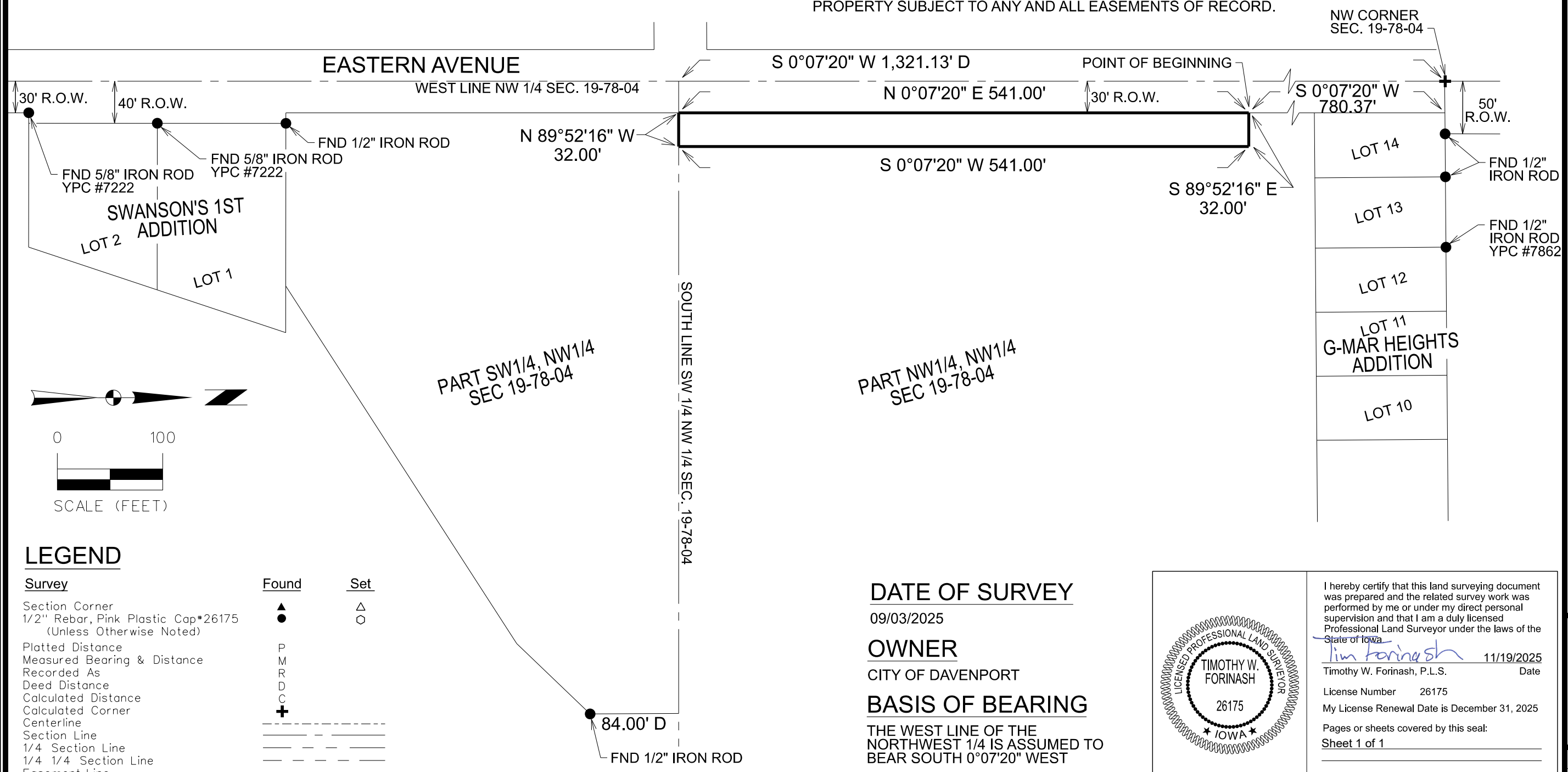
PUBLIC UTILITY EASEMENT

EASEMENT DESCRIPTION

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., CITY OF DAVENPORT, SCOTT COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 14, G-MAR HEIGHTS ADDITION; THENCE SOUTH 0°07'20" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE, A DISTANCE OF 780.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'16" EAST, 32.00 FEET; THENCE SOUTH 0°07'20" WEST, 541.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89°52'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 32.00 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 0°07'20" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 541.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.40 ACRES (17,312 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Pink Plastic Cap#26175 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Centerline	— — — — —	
Section Line	— — — — —	
1/4 Section Line	— — — — —	
1/4 1/4 Section Line	— — — — —	
Easement Line	— — — — —	
Yellow Plastic Cap	YPC	

DATE OF SURVEY

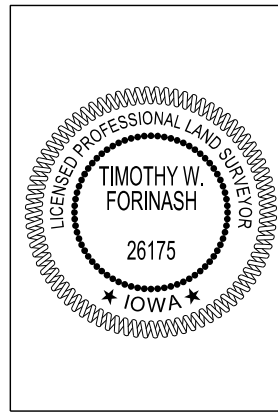
09/03/2025

OWNER

CITY OF DAVENPORT

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 IS ASSUMED TO BEAR SOUTH 0°07'20" WEST



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

Tim Forinash 11/19/2025
Timothy W. Forinash, P.L.S. Date

License Number 26175
My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
Sheet 1 of 1

MARK	REVISION	DATE	BY
	Engineer: AUB	11/19/25	TWF
	Technician: TWF		

Project No: 124.1304.08
Field Bk: 1
Sheet 1 of 1

PUBLIC UTILITY EASEMENT PLAT

DAVENPORT, IOWA

PART NW NW SEC. 19-78-04

SNYDER & ASSOCIATES, INC.

900 BELL DRIVE S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com



Project No: 124.1304.08
Sheet 1 of 1

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Brady Street and 12th Street Traffic Signal Installation project, CIP #38025. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

To improve safety at the intersection of Brady Street and 12th Street, a traffic engineering study was completed using the warrants outlined in the Manual on Uniform Traffic Control Devices (MUTCD). The study determined that installation of a traffic signal is appropriate and warranted at this location.

The Iowa DOT provides funds through the Urban-State Traffic Engineering Program (U-STEP) for safety or operational improvements on primary roadways. Through this program, the Iowa DOT has agreed to fund 55% of the construction costs, up to a maximum contribution of \$143,220, for the installation of this traffic signal.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Brady Street and 12th Street Traffic Signal Installation project, CIP #38025.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Brady Street and 12th Street Traffic Signal Installation project; and

WHEREAS, notice of Hearing on the plans, specifications, and form of contract was published as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Brady Street and 12th Street Traffic Signal Installation project.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution approving the purchase of UV lamps for the Water Pollution Control Plant from Xylem Water Solutions USA, Inc of Charlotte, North Carolina, in the amount of \$154,011. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

A sole source procurement justification for Xylem-Wedeco is on file with the Purchasing Division for the purchase of UV disinfection parts and supplies. UV lamps are utilized in the waste water disinfection process at the Water Pollution Control Plant. This purchase is for 288 UV lamps.

Funding is from the Water Pollution Control Plant operating budget.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of UV lamps for the Water Pollution Control Plant from Xylem Water Solutions USA, Inc of Charlotte, North Carolina, in the amount of \$154,011.

WHEREAS, the City needs to purchase UV lamps for use in the waste water disinfection process at the Water Pollution Control Plant; and

WHEREAS, Xylem Water Solutions USA, Inc of Charlotte, North Carolina is a sole source vendor of the required UV lamps.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the purchase of UV lamps for the Water Pollution Control Plant from Xylem Water Solutions USA, Inc of Charlotte, North Carolina, in the amount of \$154,011 is hereby approved.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
1/14/2026

Subject:

Resolution approving updates to the City of Davenport hazard mitigation actions listed as part of the Scott County Multi-Jurisdictional Hazard Mitigation Plan. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

To apply for grants through the Federal Emergency Management Agency (FEMA) associated with items included in the Scott County Multi-Jurisdictional Hazard Mitigation Plan, staff annually reviews and enhances the plan. This plan supports Davenport's commitment to being a resilient community, flood risk reduction, and protection of our natural resources. It also supports participation in National Flood Insurance Program (NFIP) Community Rating System (CRS) to help insurance rates for residents.

During this year's review, the following items were updated:

Added Items

1. Installing stream gauges on Duck and Black Hawk Creeks and some tributaries to enable enhanced data collection related to flash flooding.
2. Enhanced shelter in place measures at the Water Pollution Control Plant and Davenport Compost Facility through modifications of HVAC capabilities.

Revised Items

1. The rescue boat item was revised due to changes of rescue boat inventory.
2. Wording was modified to clearly define needs related to draughts, wildfire education, and field firefighting equipment needs.

Other items were deleted due to completion or changes in scope/priority. The entire plan is attached for reference.

Attachments:

1. Resolution
2. 2026 Update

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving updates to the City of Davenport hazard mitigation actions listed as part of the Scott County Multi-Jurisdictional Hazard Mitigation Plan.

WHEREAS, staff has identified updates to the City of Davenport hazard mitigation actions listed as part of the Scott County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, to apply for FEMA grants associated with these items, they need to be included in the Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the updates to the City of Davenport hazard mitigations actions listed as part of the Scott County Multi-Jurisdictional Hazard Mitigation Plan are hereby approved.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

2023 - 2028 Davenport Hazard Mitigation Actions for Scott County Multi-Jurisdictional Hazard Mitigation Plan | 2026 Update

Responsible Department	Action ID	Goals	Objectives	Action Strategy	Action Measures	Hazards Addressed	Status of Action	Cost/Benefit	Priority	New for 2025 (Y/N) or Revised R
PW; ADMIN; DNSD	1.1	1,4	3, 6	A robust communication plan is essential in reducing risk, preparing for, responding to and recovering from floods, weather, transportation and other incidents of disaster. The City of Davenport shall employ, maintain and enhance its available communication tools and strategies to support a safer, more resilient, and informed community.	PE, ES	All	OC	Low Cost/High Benefit	Operational Priority	No
PW; ECP	1.2	1,2,3	5	The City has identified the need for improvements to its flood defense system on Black Hawk and Walnut Creeks. The City is seeking funding to reduce adjacent residential and commercial property owner's risk by improving and better maintaining the City's permanent berm, stormwater, and pumping systems. Projects for berm restoration, storm sewer and pump and pump improvements have been identified.	SP	Flood, Flash Flood	OP	Moderate Cost/High Benefit	High Priority	No
PW; ECP; DNSD	1.3	1,2	2, 4	The City maintains a comprehensive set of data to identify flood prone property, including but not limited to the FIRM, Corps of Engineers Hazus Mapping Layers, Repetitive Loss Data, internal and Iowa Flood Center flood mapping tools. The City is seeking funds to reduce risk based on available data. Risk reduction measures identified include a flood proofing cost-share program, and a flood prone buy-out program that would equitably compensate property owners for their property, removal of structures and return of the property to greenspace.	PP, NR	Flood, Flash Flood	OP	Moderate Cost/Moderate Benefit	Medium Priority	No
PW	1.4	1,2,3	5	The City maintains a strong flood plan. Structural berms and walls are an essential part of the plan to reduce flood risk to critical infrastructure. Knowing the importance and value of these systems, the City shall continue to regularly conduct and document inspection and maintenance on all of its permanent flood defense structures: Black Hawk and Walnut Creek berms; Compost Facility and Water Pollution Control Plant berms; Modern Woodman Park berm and flood wall system; and the Iowa American Water Company flood wall system.	SP	Flood	OC	Operational Cost/High Benefit	High Priority	No

FD	1.5	1	6	As an agency that provides local, regional, and state-wide support for hazardous material response, it is essential that the City maintain a HazMat program for prevention of hazardous material incidents, inspection and enforcement of regulatory requirements, and response to incidents and spills that occur. Not only does the City support outreach, training, and response in Clinton and Jackson counties under 28E agreements, but the City also assists neighboring communities in the IA/IL Quad Cities and itself has increased exposure to incidents with 9 miles of Mississippi River shoreline, over 55 miles of rail line, a transload facility, Municipal Airport, numerous manufacturing sites, and nearby interstate access.	ES	All Hazards	OC	Operational Cost/High Benefit	Operational Priority	No
PW	1.6	1,2	1, 4	Maintaining healthy public vegetation and tree canopy is important to reduce the hazards of dead/dying trees, runoff, heat islands, and improperly functioning stormwater BMPs. The City shall continue to maintain and implement its Landscape Management Plan in order to reduce the hazards associated with pests, disease, and poorly maintained landscapes and vegetation.	PM, NR	Extreme Heat, Flood, Flash Flood, Winter Storm	OC	Operational Cost/High Benefit	Operational Priority	No
PW; FD; PD	1.7	1,3	6	The City shall maintain resource inventories of equipment type and personnel credentials/certifications to ensure operational readiness for response and recovery to disasters.	ES	All	OC	Operational Cost/High Benefit	Operational Priority	No
	1.8	1	6	Develop resiliency plans (post disaster recovery planning) by utilizing data from past and continued participation in the Notre-Dame Global Adaptation Initiative, ND-Gain Urban Adaptation Assessment and STAR Community programs.	PM, PE	All	OP			Remove
PD; FD; PW	1.8	1,2,3	6	The ability to quickly establish and coordinate on-site response activities for a variety of incidents can be critical to response and recovery. The City is seeking funding to obtain an inventory of site support devices, including but not limited to portable lighting, tents/canopies, visual barriers, and crowd control barriers.	ES	All	OP	Moderate Cost/Moderate Benefit	Medium Priority	No
PW	1.9	1,4,5	6	Based on experience, weather and community trends, the City shall continue to develop, enhance, and train on its Debris Management Plan and associated resources to ensure efficient, timely, and safe recovery to disaster.	ES	All	OC	Operational Cost/High Benefit	High Priority	No
PW	1.10	1	6	Winter weather can present hazardous conditions including slick roads, low visibility, and ice that can lead to accidents, property damage and power outages. The City shall maintain and train on its Snow and Ice Control Plan to reduce hazards, improve emergency response during winter weather events, accommodate commerce, and provide reasonable access to municipal facilities, hospitals and clinics.	ES	Winter Storm	OC	Operational Cost/High Benefit	High Priority	No

	1.11	1	3(Alt)	Participate in developing flood inundation mapping resources with the Iowa Flood Center when opportunity is identified.	PE	Flood	OP			Remove
PD	1.11	1,2	6	Experience has identified the need to equip and prepare a Mobile Field Force. Regional law enforcement agencies are seeking funding in support of a Mobile Field Force including training and equipment (riot gear) to equip personnel for response to public disorder, safe dispersal, and de-escalation.	ES	Civil Unrest	OP	Moderate Cost/Moderate Benefit	Medium Priority	No
PW; ECP; DNSD	1.12	All	All	The City shall maintain and enhance all relevant hazard mitigation, preparedness and response GIS data and services, up-to-date and ready for use, including but not limited to asset and infrastructure detail, flood risk data, HAZUS – MH (multi-hazard), USN National Grid, IDNR watershed details, Iowa Flood Center information, FIRM details, overland flow information inside and outside of the floodplain, rail infrastructure, critical facilities and infrastructure, and most recent land contour data.	All	All	OC	Operational Cost/High Benefit	Operational Priority	No
PW	1.13	1	6	To assist with efficient transportation, redirection of traffic, and effective communication of hazardous rail incidents, the City would like to install changeable message boards/signs on Hwy 22/Rockingham at Wapello and at River Dr and S Concord to quickly communicate rail incidents to the traveling public. The City will also consider programmable traffic arms at both location to prevent heavy truck traffic and other vehicles and equipment from entering the zone and having difficulty maneuvering to safety. The City may add additional locations based on identified need and applicable regulatory guidance or standards.	ES	Rail Transportation Incident	OP	Low to Moderate Cost/High Benefit	High Priority	Remove
FD	1.14	1	6	The City's Fire Rescue Operation on the Mississippi River needs a permanent boat dock to ensure quick deployment of water rescue services year-round. In support of year-round water rescue, the City is seeking funds to install a permanent boat dock.	ES	All	OP	Low to Moderate Cost/Moderate Benefit	Medium Priority	No
FD	1.15	1	6	Alternate, redundant and permanent water rescue access to the Mississippi River is necessary due to increased rail traffic and potential for a rail incident adjacent to the riverfront. A second temporary fire boat rescue point is available, however is only available during floods with river levels in excess of 17 to 18 FT. In support of a second year-round water rescue point, the City is seeking funds to install an additional permanent boat dock for water rescue services.	ES	All	OP	Low to Moderate Cost/Moderate Benefit	Medium Priority	No

FD	1.16	1	6	The City's current Hazmat response apparatus is a 23-year-old tractor-trailer type apparatus showing signs of structural fatigue and deficiencies related to design and age. These have reduced its reliability and increased the cost of maintaining the essential equipment. Due to Davenport Fire's role in local, regional, and state-wide Hazmat response, replacing the City's Hazmat vehicle with a newer rig would increase reliability, the safety of personnel, and hazardous material response efficiency and capabilities.	ES	All	OP	Moderate Cost/High Benefit	High Priority	No
FD	1.17	1	6	The City's current inventory of Rescue Boats is limited to three boats. There have been multiple incidents where having additional water rescue equipment would have improved response. The City is seeking funds to expand its water rescue fleet in support of public safety and quick response.	ES	All	OP	Low Cost/Moderate Benefit	Medium Priority	R
PW; ECP	1.18	1	6	This is currently being phased in with traffic signal upgrades/replacements. In 2025, the City replaced 63 backplates with the High Visibility backplates at 8 intersections.	ES	All	OP	Moderate Cost/Moderate Benefit	Medium Priority	No
PW; ECP; DNSD	1.19	1, 4	3, 6	Precipitation trends have increasingly resulted in widespread flash flooding throughout Davenport and Scott County. To improve watershed monitoring and planning, as well as enhance public communication and prepare for potential evacuation needs, stream gauges will be installed at various locations in Scott County as part of an MOA with the City of Bettendorf, City of Riverdale, the Scott County Emergency Management Agency, and Iowa Flood Center.	ES	Flood, Flash Flood	OP	Moderate Cost/Moderate Benefit	Operational Priority	Yes
PW	1.20	1	6	Critical infrastructure, Davenport's Regional Water Pollution Control Plant and Davenport Compost Facility, are located adjacent to a high volume rail yard. Due to this, these facilities are at high risk should a hazardous materials spill or derailment occur. To protect staff safety and ensure ongoing plant operations, the City needs to modify spaces at both locations to allow staff to shelter in place safely without outdoor air entry should a spill occur.	SP	All Hazards	OP	Moderate Cost/High Benefit	Operational Priority	Yes
ECP; PW	2.1	2,4	1,2,3	Both awareness of flood prone areas and recognition of precipitation trends indicate the need for community preparedness and recovery to flood events. The City shall continue program compliance and accreditations for NFIP, CRS, StormReady, and Weather Ready Nation status to reduce community risk to flood conditions and promote community awareness, education, notification, and access to preparedness and recovery resources.	PM, PP, PE	Flood, Flash Flood, Winter Storm, Other Weather Events	OC	Operational Cost/High Benefit	Operational Priority	No

PW; ECP; DNSD	2.2	2,3	1,4,5	Precipitation trends, changing land use, development and population growth require an effective watershed management plan to reduce flood risk, infrastructure degradation, and pollution of our water resources. The City shall continue its work with the Corps of Engineers to take existing plans, combine, evaluate, and improve as needed to produce a more comprehensive Stormwater Management Plan for the City. The results of the project will help guide decisions about potential projects, programs, policies and procedures such as grade control, regional detention, conveyance system improvements, corridor floodplain enhancement, habitat improvements, upland detention to reduce down flooding/flow, retention and infiltration practices, stream and streambank improvements.	PM, NR, SP	Flash Flood	OC	Moderate Cost/High Benefit	High Priority	No
PW; ECP; DNSD	2.3	2	1, 4	The City has implemented a 50 FT public and private stream buffer regulation and will continue to implement process improvements for clearer enforcement.	PM, NR	Flash Flood	OC	Operational Cost/High Benefit	High Priority	No
PW; ECP; DNSD	2.4	2,3	4	The City will continue to implement and seek funding for programs that increase floodplain storage and that stabilize public and private streambanks. Currently the City continues to complete projects identified in the 2011 stream assessments of Duck and Black Hawk Creeks as funding is available, and to address private streambank issues through the City's cost-share program as community interest and funding is available. Staff continues to evaluate public and private streambank conditions through a seasonal sanitary adjacent stream inspection program where inspection of banks with nearby sanitary sewer lines is performed. Under the program results of inspection are added to the current streambank condition list.	NR	Flash Flood	OC	Moderate Cost/Moderate Benefit	Medium Priority	No
PW; ECP; DNSD	2.5	2,3	4	The City will continue to improve resilience to significant rain events through the promotion of its cost-share program for private stormwater infiltration projects installed. The program is offered as funding is available, however, could be expanded and enhanced as a sub-watershed program with additional funding sources.	NR	Flash Flood	OC	Moderate Cost/Moderate Benefit	Medium Priority	No
FD	2.6	2	6	Climate extremes are trending. Periods of drought present the hazards associated with wildfire. The City seeks to establish a wildfire education program to reduce the risk of wildfire spread.	ES	Wildfire, Drought	OP	Low Cost/High Benefit	High Priority	R
FD	2.7	2	6	As climate extremes and periods of drought increase, the need to be prepared for potential response to field fires has equally increased. Having the right equipment on hand supports efficient response and can reduce risk to life and property. The City is seeking funding to expand our wildfire fighting capabilities by securing wildland firefighting equipment.	ES	Wildfire, Drought	OP	Moderate Cost/Moderate Benefit	Medium Priority	R

PW; ECP; DNSD	2.8	2	1	The City recognizes the need for sound floodplain management to reduce flood risk, and shall continue to maintain and implement its Flood Damage Prevention Ordinance and participation in the NFIP CRS program. The ordinance shall be reviewed regularly and modified or strengthened as needed as opportunity exists. The City will continue to seek a higher CRS Class rating as part of continuous process improvement in floodplain management.	PM	Flood, Flash Flood	OP	Operational Cost/High Benefit	Operational Priority	No
PW; ECP; DNSD	2.9	2	4	As a City with 102 miles of streams, we recognize the benefits of greenway corridors as another tool to help reduce run-off and water pollution. The City actively preserves and grows the number of greenway corridors that often include natural floodplains and can dually provide recreational benefits, however growth is limited by funding. The City will actively pursue the creation of additional corridors provided grants or other funding sources.	NR	Flash Flood	OP	Moderate Cost/Moderate Benefit	Medium Priority	No
PW; ECP; DNSD	2.10	2	5	The City has identified many undersized stormwater pipes and pipes located under private facilities and buildings that need modification to improve the conveyance of stormwater and reduce operational need/expense during precipitation events. Additional funding sources for these improvements are necessary to address known issues.	SP	Flash Flood	OP	Moderate Cost/High Benefit	High Priority	No
PW; ECP; DNSD	3.1	3, 2, 1	ALL	With a 9-mile riverfront on the Mississippi River, Davenport has historically experienced high river levels and flooding. For context, the Mississippi River at Lock and Dam 15 has reached flood stage 18 FT - 273 times between 1878 and 2020, with 142 of those events happening in the last 20 years, and reached stage 22 FT 18 times during the period of record, with 7 of those events occurring in the last 20 years. Unique to other river communities, the City has long embraced its riverfront views and connectivity by co-existing with rising river stages using a multi-pronged approach that includes removal of low-lying buildings and infrastructure, adding greenspace, installing structural mitigation, and flood fighting on a limited basis to protect City assets and maintain access to key public rights-of-way. Following the historic floods of 2019, the City began to reflect on river stage frequency and flood response activities and pursued a flood resilience study to help the identify actions that would reduce resources needed to respond to high river levels and potentially reduce the risk to flood-prone property. Along with planning for improvements, the City will need additional funding sources to help assist with implementation of the measures identified.	ALL	Flood	OP	High Cost/High Benefit	Medium Priority	No

ALL	3.2	3	2,6	Periodic assessment of critical facilities helps to identify needs and to plan for corrective actions that reduce or eliminate risk and vulnerability. The City shall continue a program for periodic assessment in order to reduce risk, support on-going delivery of critical services, and promote employee and public safety.	PP, ES	All	OC	Moderate Cost/High Benefit	Medium Priority	No
PW; ECP	3.3	3	2, 5, 6	The City's regional Davenport Water Pollution Control Plant, serving the cities of Davenport, Bettendorf, Riverdale, and Panorama Park, and neighboring Davenport Compost Facility serving Scott County, are co-located near the shores of the Mississippi River and at risk during high river stages. The City is currently constructing Phase 1 mitigation for these critical facilities by making pumping improvements and installing a structural berm on the riverside of the properties. Additional funding will be needed to assist with Phase 2 and 3, which includes the installation of structural improvements on the north side of the properties and improved access during river stages greater than 21 FT.	PP, SP, ES	Flood	OC	High Cost/High Benefit	High Priority	No
	3.4	3	2, 5, 6	Pursue funding for flood protection for the Davenport Compost Facility which serves all of Scott County. Flood protection is needed to prevent structural damage to the facility that could occur at river level 27 FT. This protection is for the southeast biosolid conveyance and processing area between the Water Pollution Control Plant and the Compost Facility. Implement based on available funding.	PP, NR, ES, SP	Flood	OP	N/A	N/A	Remove - Combined with WPCP
IT	3.4	3	6	Threats to networks across the nation are vulnerable to cyberattacks and infrastructure failure/natural disaster. The City is seeking funding to enhance the redundancy and resiliency of the City's network by adding dual core switches at two critical infrastructure locations or moving the network to a mesh system in order to ensure the City's ability to quickly recover and respond.	ES	Cyber Terrorism	C	High Cost/High Benefit	High Priority	Remove - Complete - 2026 Update
	3.5	3, 2, 1	1, 4, 5	Investigate and seek funding to implement an electronic plan review, permit and inspection workflow and recordkeeping system. Such system will enhance communication between staff, and the homeowner or developer and ensure codes related to hazard mitigation are adhered to.	PP, NR, ES, SP	All Hazards	C	N/A	N/A	Complete/Remove - The City has a system in place
PW; ECP	3.5	3	6	When the Mississippi River rises above the 14.5 FT river stage, roads around the regional Davenport Water Pollution Control Plant begin to cover with river water. Potable water supply lines are located under the road, placing the facility at risk of losing potable water in the event of a water main break or similar failure. The City needs to identify and install a permanent alternate potable water source to ensure ongoing operation of the plant in the event of source failure during times of flood.	ES	Flood	OP	Moderate Cost/High Benefit	High Priority	No

	3.6	3	2	Continue consideration for flood defense systems for the City of Davenport's Municipal Stadium, currently named Modern Woodman Park. Constructed between 1928 and 1931 as a depression project, the stadium is significant to the city's history, is a city asset and community landmark that promotes tourism and economic vitality. Improvements identified as part of on-going flood plan development and implementation will enhance flood fighting efficiency and increase existing flood protection. Implement based on available funds.	PP, SP	Flood	OP			Removed
PW; ECP; DNSD	3.6	3	2, 5	As a result of the flood resilience study, the City identified a storm sewer improvements between Iowa and Harrison, backflow prevention and a new outfall on to the Mississippi River could reduce flood risk to stage 22. This project will require funding.	PP, SP	Flood	OP	High Cost/High Benefit	Medium Priority	No
PW; ECP; DNSD	3.7	3	2, 4, 5	Credit Island Park is a historical, recreational asset in the City. Located on the riverfront, access to the park via the causeway is cut-off at a little over 15 FT river stage. Island amenities do not become impacted until river stages are over 18 FT. Due to the higher frequency and duration of high river levels, the causeway frequently needs to be maintained following flood events. Storm sewer improvements have also been identified to help improve the island's overall resilience to flooding. The City would like to pursue reconstructing the causeway with a bridge span and higher opening that will provide ecological and recreational benefits to the slough and reduce the expense required to maintain the causeway continually. Storm sewer system improvements will support some of the environmental benefits of the project as well as improve the island's resilience to flooding.	PP, SP, NR	Flood	OC	High Cost/High Benefit	Medium Priority	No
PW; ECP; DNSD	3.8	3	2, 5	The City's historic Union Station and adjacent Package Express Building is located on the riverfront and at risk of flooding during higher river stages. The City is currently working through a FEMA application process to construct a berm and make associated infrastructure improvements to improve flood protection for the facility.	PP, SP	Flood	OC	Moderate Cost/High Benefit	High Priority	No
ALL	3.9	3	6	Located on the Mississippi River and experiencing high river stages regularly, it is critical for the City to continue to maintain, train, and exercise the City's Flood Plan to ensure operational and resource readiness.	ES	Flood	OC	Operational Cost/High Benefit	Operational Priority	No
PW; ECP	3.11	3	2, 5	Adding a floodwall from the Government Bridge north abutment to the southwest corner wall at Bechtel Park will help improve flood defense systems and improve flood operations. Implement based on available funds.	PP, SP	Flood	OP	Moderate Cost/High Benefit	High Priority	No

PW; ECP	3.12	3	5, 6	The area of River Dr and Mound St is impacted at river stage 19.5 FT. When this happens, connectivity between Davenport and Bettendorf on River Dr is interrupted, and access to businesses off of Mound St becomes more difficult with the addition of detours. Funding is needed to support raising low areas of River Dr at Mound St and improve storm sewer infrastructure to keep the area open to travel without staff intervention through 22 FT. Over 22 FT, less frequently experienced stage, overland flow will occur, and temporary defense systems will need to be placed at Mound St.	SP, ES	Flood	OP	High Cost/High Benefit	Medium Priority	No
ALL	3.13	3	6	In an environment where the long-term loss of energy (gas, electric, fuel) is possible, it is essential the City continue to participate in and engage stakeholders in periodic maintenance and exercise of the Davenport/Scott County Local Energy Assurance Plan to prepare for and mitigate to the extent possible the impact of long-term energy loss.	ES	All Hazards	OC	Operational Cost/Moderate Benefit	Medium Priority	No
PW; ECP	3.14	3	2, 5	The City's Oneida Landing requires pumping and gate wells at river levels greater than 19 FT. To reduce operational resources to protect City assets in the area, storm sewer intakes will need reconfigured and a permanent pump installed.	PP, SP	Flood	OC	Low Cost/Moderate Benefit	Low Priority	No
IT	3.15	3	6	The need for redundancy and resilience of any network is critical to recovery and response activities. The City is seeking funding install fiber redundancy for the City's west critical facility loop to ensure on-going operation.	ES	Cyber Terrorism	OP	High Cost/High Benefit	High Priority	No
PW; ECP; DNSD	3.16	3	5	The City expends many resources keeping east/west streets open for travel and access to business between the area bounded on the east by 3 rd and 4 th Streets as they intersect with River Dr and Marquette St on the west. The City has identified a package of storm sewer improvements, road raises, and signal improvements that could be made to reduce operational resource requirements and provide for a permanent flood detour during times of flood. The eight geographically situated projects, when combined, will keep travel flowing smoothly with a permanent flood detour route, removes flood response activities and resources that occur between 14.5 FT and 17.5 FT, supports fewer resource requirements from 17.5 to 22FT, and ensures interstate access to the Centennial and Government Bridges during flood events greater than 22 FT river stage.	SP	Flood	OP	High Cost/High Benefit	High Priority	No

PW	3.17	3, 2, 1	5, 6	A durable and reliable storm and wastewater pump station system is needed to mitigate the impacts of flashy precipitation events and river flood events. Several of the City's pump stations need maintenance, rehabilitation, or replacement. In addition, SCADA system improvements are needed. Funding is needed to support improvements to these critical assets.	SP, ES	Flood, Flash Flood	OP	High Cost/High Benefit	High Priority	No
PW; ECP; DNSD	3.18	3	5	Based on experience and examination of past practice, the City could greatly benefit from a floodwall tie-in at Lock and Dam 15, across the CP Rail track and onto City ROW. The addition would improve reliability of defense systems placed and mitigate seepage issues.	SP	Flood	OP	High Cost/High Benefit	High Priority	No
PW; ECP; DNSD	3.19	3	5	The flood resilience study identified three areas where storm sewer separation and installation of backflow devices could reduce pumping requirement up to stage 18 and keep roadways open longer without intervention: Gaines and Warren, Myrtle and Taylor, Sturdevant and Howell. Implement as funding becomes available.	SP	Flood	OP	High Cost/High Benefit	Medium Priority	No
PW; ECP	3.20	3	2, 6	Davenport's regional Water Pollution Control Plant is vulnerable to trespass by individuals who could cause harm to the plant and the wastewater treatment process. In coordination with or following completion of Action 3.3, the City needs to add perimeter security measures and access control the plant to improve security of this critical asset and prevent harmful intrusions that could result in significant monetary, environmental, health, and safety costs.	PP	Civil Unrest, Flood, Flash Flood	OP	Moderate Cost/High Benefit	High Priority	No
PW; DNSD	4.1	4	3	The City shall continue to update and enhance its existing public education, outreach, and messaging related to flooding and CRS. As part of that on-going effort, the City plans to coordinate with other cities in the County and stakeholders to develop a Program for Public Information based on CRS.	PE	Flood, Flash Flood	OP	Operational Cost/Moderate Benefit	Operational Priority	No
	4.2	4	3	Support/partner with Scott County efforts to establish a Safeguard Iowa Chapter.	PM, PE	Att	OP			Remove
	4.3	4	3	Identify and map at risk/vulnerable populations based on age, disability and income. Target outreach to groups.	PE, ES	Att	OP			Remove
	4.4	4	1	The City shall maintain and enhance all relevant hazard-mitigation, preparedness and response GIS data and services, up-to-date and ready for use, including but not limited to asset and infrastructure detail, flood risk data, HAZUS – MH (multi-hazard), USN National Grid, IDN watershed details, Iowa Flood Center information, FIRM details, overland flow information inside and outside of the floodplain, rail infrastructure, critical facilities and infrastructure, and most recent land contour data.	PM	Att	OP	Operational Cost/High Benefit	Operational Priority	No Revised And Moved to 1.12

ALL	5.1	5	1, 3, 6	The City shall maintain a Cross Departmental Preparedness Team in support of hazard mitigation, preparedness, response and recovery to hazards. The team shall plan and initiate one cross departmental exercise annually, and meet periodically in support of information sharing, procedural conversation and process improvement, and relationship building.	PM, PE, ES	All	OC	Operational Cost/High Benefit	Operational Priority	No
ALL	5.2	5	1, 6	The City is developing and will adopt a Continuity of Operations Plan to support response, recovery and resilience to disaster by planning for on-going delivery of critical services and continuity of operations.	PM, ES	All	OP	Operational Cost/High Benefit	Operational Priority	No

City of Davenport

Department: Finance
Contact Info: Basia Gerlach | 563-326-7727

Action / Date
1/14/2026

Subject:

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

Recommendation:

Adopt the Resolution.

Background:

Chapter 70A.9 of the Code of Iowa requires a local governing body to approve the mileage rate paid to employees who use their personal vehicle for City business/travel. The IRS increased the mileage rate from \$0.70 to \$0.725 effective January 1, 2026.

Attachments:

1. Resolution
2. IRS Announcement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

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

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

WHEREAS, the Internal Revenue Service mileage rate increased to \$0.725 effective January 1, 2026.

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

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

2026 Standard Mileage Rates

Notice 2026-10

SECTION 1. PURPOSE

This notice provides the optional 2026 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2026 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).¹

SECTION 2. BACKGROUND

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

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

ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46, except to the extent the law has been specifically changed by Public Law 119-21, 139 Stat. 72 (July 4, 2025), commonly known as the One, Big, Beautiful Bill Act (OBBBA). However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts, if the taxpayer maintains adequate records or other sufficient evidence.

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

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

SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses for 2026 is 72.5 cents per mile for all miles of business use (business standard mileage rate). See section 4 of Rev. Proc. 2019-46. However, § 70110 of the OBBBA made permanent the disallowance for all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses, except for certain educator expenses as described later. However, deductions for expenses that are deductible in determining adjusted gross income remain allowable. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid in whole or in part on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2025), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2025), and therefore may continue to use the business standard mileage rate. See § 62(a)(2). Similarly, eligible educators are also entitled to deduct certain unreimbursed employee travel expenses as an adjustment to total income on line 11 of Schedule 1 of Form 1040 (2025) up to the dollar limit, but alternatively they may be entitled to an itemized deduction on Schedule A of Form 1040 for 2026. See §§ 62(a)(2)(D) and 67(b)(13).

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

The standard mileage rate for 2026 is 20.5 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g), as supplemented by § 217(k)(2). See also section 5 of Rev. Proc. 2019-46. Section 70113(a) of the OBBBA made permanent the disallowance for the deduction for moving expenses, except to the extent § 217(g) applies, for taxable years beginning after December 31, 2017, and § 70113(b) of the OBBBA added a new provision that included certain members of the intelligence community within the scope of § 217(g). Accordingly, members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station to whom § 217(g) applies and members of the intelligence community who move after December 31, 2025, pursuant to a change of assignment which requires relocation, are permitted to deduct certain moving expenses. Thus, except for taxpayers to whom § 217(g) applies, including certain members of the intelligence community, the standard mileage rate provided in this notice is not applicable for the use of an automobile as part of a move.

SECTION 4. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 26 cents per mile for 2022, 28 cents per mile for 2023, 30 cents per mile for 2024, 33 cents per mile for 2025, and 35 cents per mile for 2026. See section 4.04 of Rev. Proc. 2019-46.

SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed \$61,700 for automobiles (including trucks and vans). See section 6.02(6) of Rev. Proc. 2019-46.

SECTION 6. MAXIMUM VALUE OF EMPLOYER-PROVIDED AUTOMOBILES

For purposes of the fleet-average valuation rule in § 1.61-21(d)(5)(v) and the vehicle cents-per-mile valuation rule in § 1.61-21(e), the maximum FMV of automobiles (including trucks and vans) first made available to employees in calendar year 2026 is \$61,700.

SECTION 7. EFFECTIVE DATE

This notice is effective for: (1) deductible transportation expenses paid or incurred on or after January 1, 2026; (2) mileage allowances or reimbursements paid to a charitable volunteer or a member of the Armed Forces to whom § 217(g) applies and certain members of the intelligence community: (a) on or after January 1, 2026, and (b) for transportation expenses the charitable volunteer or such member of the Armed Forces or member of the intelligence community pays or incurs on or after January 1, 2026; and (3) for purposes of the maximum FMV of employer-provided automobiles for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile rule in § 1.61-21(e), automobiles first made available to employees for personal use on or after January 1, 2026.

SECTION 8. EFFECT ON OTHER DOCUMENTS

Notice 2025-5 is superseded.

DRAFTING INFORMATION

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

City of Davenport

Department: Finance
Contact Info: Basia Gerlach | 563-326-7727

Action / Date
1/14/2026

Subject:

Resolution approving the FY 2025 City Street Finance Report for the period July 1, 2024, to June 30, 2025, to be submitted to the Iowa Department of Transportation. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

In accordance with Iowa Code Section 312.15, the City Street Finance Report must be submitted annually to the Iowa Department of Transportation.

Attachments:

1. Resolution
2. FY 2025 City Street Finance Report

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the FY 2025 City Street Finance Report for the period July 1, 2024, to June 30, 2025, to be submitted to the Iowa Department of Transportation.

WHEREAS, the Code of Iowa requires submission of a City Street Finance Report; and

WHEREAS, such report has been prepared in accordance with instructions from the Iowa Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the FY 2025, City Street Finance Report for the period July 1, 2024, to June 30, 2025, is hereby approved.

Passed and approved this 14th day of January, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Davenport

Ames, IA 50010

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$1,937,247	\$1,052,195				\$2,989,442
Benefits - Roads/Streets		\$959,882	\$1,124,919				\$2,084,801
Training & Dues		\$13,599					\$13,599
Building & Grounds Maint. & Repair		\$44,173					\$44,173
Vehicle & Office Equip Operation and Repair		\$2,149,804					\$2,149,804
Other Utilities		\$178,409					\$178,409
Payments to othe agencies			\$28,962				\$28,962
Street Maintenance Expense	\$31,339						\$31,339
Technology Expense		\$69,349					\$69,349
Other Contract Services		\$120,734					\$120,734
Minor Equipment Purchases		\$6,451					\$6,451
Other Equipment		\$68,289					\$68,289
Office Supplies		\$357					\$357
Operating Supplies		\$564,635					\$564,635
Heavy Equipment		\$482,778					\$482,778
Storm Drainage					\$1,262,739		\$1,262,739
Street - New Roadway					\$16,825,482		\$16,825,482



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Other Capital Outlay					\$1,603,428		\$1,603,428
Principal Payment				\$4,932,029			\$4,932,029
Interest Payment				\$2,015,537			\$2,015,537
Transfer Out		\$1,600,000	\$1,023,065	\$11,936,613			\$14,559,678
Street Lighting	\$142,276	\$1,672,189					\$1,814,465
Traffic Control/Safety		\$702,233	\$138,580				\$840,813
Snow Removal		\$687,701					\$687,701
Highway Engineering		\$1,928,683					\$1,928,683
Snow Removal Salaries		\$169,373					\$169,373
Snow Removal Benefits		\$83,922					\$83,922
Total	\$173,615	\$13,439,808	\$3,367,721	\$18,884,179	\$19,691,649		\$55,556,972



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Davenport

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$173,615		\$624,683	\$11,184,179			\$11,982,477
Other Taxes (Hotel, LOST)			\$2,743,038				\$2,743,038
Licenses & Permits		\$67,655					\$67,655
Federal Grants					\$3,727,131		\$3,727,131
State Revenues - Road Use Taxes		\$14,446,769					\$14,446,769
Other State Grants - IDOT		\$42,449			\$9,444		\$51,893
Local Contributions					\$608,749		\$608,749
Charges/fees					\$786,647	\$0	\$786,647
Contributions		\$9,247					\$9,247
Sale of Assests		\$35,850					\$35,850
Proceeds from Debt				\$7,700,000			\$7,700,000
Transfer In					\$14,559,678		\$14,559,678
Total	\$173,615	\$14,601,970	\$3,367,721	\$18,884,179	\$19,691,649	\$0	\$56,719,134



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2017C	\$397,993	\$397,993	\$15,920	\$397,993	\$15,920	\$0
2017A	\$2,748,444	\$306,024	\$86,456	\$306,024	\$86,456	\$2,442,420
2016A	\$1,691,793	\$222,700	\$48,515	\$222,700	\$48,515	\$1,469,093
2015A	\$1,636,984	\$247,432	\$54,543	\$247,432	\$54,543	\$1,389,552
2020A Refunding of 2012d	\$206,712	\$206,712	\$4,217	\$206,712	\$4,217	\$0
2023	\$8,075,570	\$520,591	\$371,415	\$520,591	\$371,415	\$7,554,979
2018A	\$4,380,694	\$403,123	\$158,384	\$403,123	\$158,384	\$3,977,571
2022A (REFUNDING 2014A)	\$1,384,519	\$246,226	\$69,226	\$246,226	\$69,226	\$1,138,293
2020A	\$4,530,766	\$371,789	\$92,428	\$371,789	\$92,428	\$4,158,977
2022A	\$6,889,479	\$371,813	\$225,712	\$371,813	\$225,712	\$6,517,666
2024	\$9,055,000	\$371,857	\$498,445	\$371,857	\$498,445	\$8,683,143
2020B	\$4,871,519	\$317,207	\$170,689	\$317,207	\$170,689	\$4,554,312
2021A	\$2,433,419	\$261,162	\$71,030	\$261,162	\$71,030	\$2,172,257
2019A	\$2,847,189	\$228,970	\$116,760	\$228,970	\$116,760	\$2,618,219
2020A Refunding of 2012a	\$1,558,662	\$458,430	\$31,797	\$458,430	\$31,797	\$1,100,232
2025A	\$7,700,000	\$0	\$0	\$0	\$0	\$7,700,000
Total	\$60,408,743	\$4,932,029	\$2,015,537	\$4,932,029	\$2,015,537	\$55,476,714



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Western Tornado Hopper Salt Spreader	2021	Purchased	\$8,196	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$149,494	No Change
Message Board SMC-4000	2015	Purchased	\$11,786	No Change
Message Board SMC-4000	2015	Purchased	\$11,786	No Change
Mack Flusher Cab-Over Chassis	2003	Purchased	\$47,265	No Change
International single axle dump truck	2005	Purchased	\$90,536	No Change
John Deere Wheel Loader	2006	Purchased	\$104,300	Sold
Werk Brau Grapple	1996	Purchased	\$0	Junked
Mitsubishi Pneumatic Cat Fork lift	2015	Purchased	\$25,240	No Change
John Deere Loader w/plow	2009	Purchased	\$151,471	No Change
International dump truck body	2010	Purchased	\$52,337	No Change
John Deere 770G Motor Grader	2010	Purchased	\$200,072	No Change
John Deere Compact Tractor Skid Loader	2022	Purchased	\$73,819	No Change
International 7300 chassis	2010	Purchased	\$61,263	No Change
International 7300 chassis	2010	Purchased	\$61,263	No Change
International dump truck body	2010	Purchased	\$52,337	No Change
International dump truck body	2010	Purchased	\$52,337	No Change
concrete saw self propelled	2012	Purchased	\$22,240	No Change
Drop Deck trailer	2011	Purchased	\$13,854	No Change
Ford F350 Truck	2010	Purchased	\$27,316	No Change
Ford F350 Truck	2010	Purchased	\$27,316	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Drop Deck trailer	2011	Purchased	\$13,854	No Change
International 7600	2010	Purchased	\$89,680	No Change
Pit Boss Dump Trailer	2004	Purchased	\$30,980	No Change
F-550 Ford Truck	2015	Purchased	\$63,007	No Change
AZ 480 Mill	2014	Purchased	\$33,000	No Change
International 7300 chassis	2010	Purchased	\$61,263	No Change
salt brine tank	2014	Purchased	\$14,138	No Change
Dump Body & Plow	2021	Purchased	\$58,100	No Change
Dump Body & Plow	2021	Purchased	\$52,659	No Change
JOHN DEERE LOADER/BACKHOE	2023	Purchased	\$105,730	No Change
JOHN DEERE 544P LOADER WITH SCALE	2023	Purchased	\$182,731	No Change
JOHN DEERE LOADER/BACKHOE	2023	Purchased	\$36,005	No Change
FORD F450 CHASSIS AND BODY	2023	Purchased	\$68,387	No Change
FORD F450 W/UTILITY FLATBED	2023	Purchased	\$68,387	No Change
Mudjack trailer/pump MMT	2014	Purchased	\$13,750	No Change
5500 Gallon HDLPE storage tank	2016	Purchased	\$15,981	No Change
concrete spray pump	2010	Purchased	\$0	No Change
FORD F150-WHITE	2016	Purchased	\$27,769	No Change
1 Ton flatebed with air compressor	2008	Purchased	\$30,662	No Change
Single Axle dump	2008	Purchased	\$110,275	No Change
skid with 2 buckets and broom	2011	Purchased	\$49,896	No Change
Dump Body & Plow	2021	Purchased	\$52,659	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change



City Street Finance Report

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Description	Model Year	Usage Type	Cost	Purchased Status
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
Single Axle dump	2008	Purchased	\$110,275	No Change
International Pro-patch single axle chassis	2007	Purchased	\$110,725	No Change
F350 4 X 2 dump	2008	Purchased	\$24,147	No Change
1 Ton flatbed with air compress & toolboxes	2008	Purchased	\$42,225	No Change
Single on-grade dowell drill	2015	Purchased	\$7,275	No Change
Mudjacking buggy	2014	Purchased	\$14,450	No Change
crack sealer	2013	Purchased	\$31,315	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
Pick up 4X4 with plow and spreader	2013	Purchased	\$40,385	No Change
Rosco A Lee Bay Co Flusher Body	2003	Purchased	\$23,927	No Change
Single Axle w/dump body	2008	Purchased	\$110,275	No Change
JOHN DEERE 60G MINI EXCAVATOR	2023	Purchased	\$86,278	No Change
White RAM 1500 ST Truck	2017	Purchased	\$23,909	No Change
Bobcat Skid Loader	2018	Purchased	\$55,156	No Change
White RAM 1500 ST Truck	2017	Purchased	\$23,909	No Change
Tymco 600 Street Sweeper	2018	Purchased	\$229,000	No Change
John Deere Maintainer	2005	Purchased	\$156,500	No Change
CURB ROLLER ATTACHMENT 2 DRUMS - 1	2023	Purchased	\$5,583	No Change
pick up 4X4 with plow and spreader	2013	Purchased	\$40,385	No Change
Stihl Concrete Saw	2006	Purchased	\$775	No Change
Pro Patch Truck	2024	Purchased	\$197,601	No Change



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Davenport

Ames, IA 50010

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Description	Model Year	Usage Type	Cost	Purchased Status
Bomag Tandem Roller Compactor	2023	Purchased	\$71,250	No Change
Asphalt Paver	2023	Purchased	\$295,350	No Change
ROSCO OIL DISTRIBUTOR TRUCK	2024	Purchased	\$259,349	No Change
STREET FLUSHING TRUCK PORTION	2025	Purchased	\$115,000	No Change
FORD F450 CHASSIS	2024	Purchased	\$56,813	No Change
CRAFCO SS125D ASPHALT CRACK SEALER	2023	Purchased	\$63,050	No Change
Sterling Concrete Truck w/9 yard mixer	1999	Purchased	\$81,000	No Change
John Deere 700J Dozer	2009	Purchased	\$133,000	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$145,339	No Change
DUMP TRUCK	2021	Purchased	\$204,191	No Change
DUMP BODY	2018	Purchased	\$60,653	No Change
Leeby RA400 patcher	2017	Purchased	\$224,295	No Change
TrailKing Hydraulic tail drop deck trailer	2007	Purchased	\$35,080	No Change
DUMP BODY/ MID MOUNT	2018	Purchased	\$58,478	No Change
EZ Drill and dust collection system	2018	Purchased	\$13,340	No Change
F550 dump truck	2015	Purchased	\$49,500	No Change
22 foot split tilt trailer	2016	Purchased	\$6,250	No Change
DUMP TRUCK	2021	Purchased	\$76,895	No Change
DUMP TRUCK	2021	Purchased	\$107,077	No Change
DUMP TRUCK	2021	Purchased	\$123,264	No Change
John Deere Maintainer	2002	Purchased	\$140,800	No Change
Trailer, Single Axle	1995	Purchased	\$0	No Change
DUMP BODY WITH SALT SPREADER	2018	Purchased	\$77,128	No Change



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Davenport

Ames, IA 50010

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Description	Model Year	Usage Type	Cost	Purchased Status
Honda Tamper	1994	Purchased	\$0	No Change
John Deere Maintainer	1997	Purchased	\$141,500	No Change
John Deere Maintainer 12' Balde	2002	Purchased	\$140,800	No Change
SALT TRUCK CHASSIS FREIGHTLINER	2020	Purchased	\$62,600	No Change
SALT TRUCK FREIGHTLINER	2020	Purchased	\$133,216	No Change
70' Stainless Salt Conveyor with hopper	2016	Purchased	\$93,342	No Change
BROCE STREET SWEEPER USED	2017	Purchased	\$45,576	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$125,744	No Change
International	2005	Purchased	\$96,266	No Change
John Deere Wheel Loader	2006	Purchased	\$106,129	No Change
International	2005	Purchased	\$96,266	No Change
International	2005	Purchased	\$96,266	No Change
International	2005	Purchased	\$96,266	No Change
John Deere Backhoe w/4-in-1 Bucket	2002	Purchased	\$60,225	No Change
DUMP BODY WITH SALT SPREADER	2018	Purchased	\$77,128	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$135,547	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$120,352	No Change
PATCH BOX ACCESSORY FOR DUMP TRUCK	2021	Purchased	\$8,345	No Change
10000 GALLON STORAGE TANK	2021	Purchased	\$37,389	No Change
10000 GALLON STORAGE TANK	2021	Purchased	\$37,389	No Change
Metal Forms Corp Speed Screed	1995	Purchased	\$0	No Change
McNeilusMixer - 9 cu yards	2001	Purchased	\$0	No Change
skid with 2 buckets and broom	2011	Purchased	\$39,823	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
trailer 6.5X10, tilt	2013	Purchased	\$2,994	No Change
JOHN DEERE ENDLOADER	2021	Purchased	\$168,700	No Change
5500 gallon HDLPE Storage Tank	2016	Purchased	\$15,981	No Change
SALT TRUCK FREIGHTLINER	2020	Purchased	\$135,366	No Change
Peterbilt spray patcher	2016	Purchased	\$220,409	No Change
22' trailer w/ ramps	2015	Purchased	\$20,100	No Change
SALT TRUCK FREIGHTLINER	2020	Purchased	\$136,395	No Change
John Deere Maintainer	2005	Purchased	\$156,500	No Change
Ford 12,000 GVW Stake Bed Truck	2003	Purchased	\$13,109	Sold
Arrpw Hydraulic Breaker	2005	Purchased	\$65,330	No Change
International	2005	Purchased	\$90,253	No Change
DODGE PICK UP	2019	Purchased	\$24,823	No Change
DODGE PICK UP	2019	Purchased	\$22,796	No Change
SALT TRUCK CHASSIS TANDEM	2020	Purchased	\$62,600	No Change
SALT TRUCK CHASSIS TANDEM	2020	Purchased	\$62,600	No Change
Ingersoll Rand Vibratory Roller	2002	Purchased	\$0	No Change
DUMP TRUCK	2021	Purchased	\$162,858	No Change
Asphalt Drum Asphalt Plant	2001	Purchased	\$353,600	No Change
DUMP BODY	2018	Purchased	\$60,653	No Change
FREIGHTLINER 108SD/DUMP BODY	2020	Purchased	\$118,244	No Change
HB1380 breaker w/ nail point	2016	Purchased	\$9,747	No Change
10000 GALLON HDPE STORAGE TANK CALCIUM	2025	Purchased	\$51,958	New
JOHN DEERE 331P TRACK SKID LOADER	2024	Purchased	\$86,843	New



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Description	Model Year	Usage Type	Cost	Purchased Status
JOHN DEERE 544P ENDLOADER	2024	Purchased	\$214,743	New
JOHN DEERE 30" COLD PLANER ATTACHMENT	2024	Purchased	\$30,358	New
WESTERN STAR PLOW TRUCK CHASSIS	2025	Purchased	\$132,090	New
WESTERN STAR PLOW TRUCK CHASSIS	2025	Purchased	\$132,090	New
WESTERN STAR PLOW TRUCK CHASSIS	2025	Purchased	\$132,090	New
WESTERN STAR PLOW TRUCK CHASSIS	2025	Purchased	\$132,090	New
WESTERN STAR PLOW TRUCK CHASIS	2025	Purchased	\$132,090	New
TYMCO STREET SWEEPER HOPPER BODY	2025	Purchased	\$94,668	New
TYMCO STREET SWEEPER HOPPER BODY	2025	Purchased	\$94,668	New



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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
CDBG WASHINGTON ALLEY	\$775,859	\$730,682	CENTENNIAL CONTRACTORS OF THE QC INC
WIDEN 53RD BRADY TO EASTERN	\$6,274,673	\$6,125,779	MANATTS INC
TREMONT E 46TH TO E 53RD	\$1,077,000	\$1,061,866	IHRIG WORKS LLC
W LOCUST REHAB CLARK TO LINCOLN	\$947,050	\$883,834	CDMI CONCRETE CONTRACTORS INC
W CENTRAL PARK DIVISION & MARQUETTE	\$929,460	\$967,017	MCCARTHY IMPROVEMENT CO INC
BRIDGE REPLACE UTAH AVE OVER DUCK CREEK	\$1,409,817	\$1,486,993	JIM SCHROEDER CONSTRUCTION INC
W 13TH ST RESURFACE BROWN TO SCOTT	\$270,471	\$248,653	LANGMAN CONST INC
W 13TH ST HILLANDALE TO LINCOLN	\$996,022	\$1,002,437	FIVE CITIES CONSTRUCTION
W 46TH ST N LINCOLN TO N PINE	\$474,393	\$436,687	CDMI CONCRETE CONTRACTORS INC
LORTON AVE OVERLAY	\$635,684	\$628,048	MANATTS INC
FOREST RD E KIMBERLY TO E 39TH ST	\$524,395	\$459,015	N J MILLER INC
LORTON PL LOMBARD & LORTON AVE	\$487,655	\$607,202	MIDWEST CONCRETE INC
COLONY DR BROWN TO GAINES	\$419,155	\$390,204	FIVE CITIES CONSTRUCTION
EMERALD DR N OF 13TH TO LOCUST	\$631,404	\$615,848	LANGMAN CONST INC
COLONY DR WESTERN TO RIPLEY	\$411,960	\$374,031	HAWKEYE PAVING CORP INC
N ZENITH & W 83RD EXTENSIONS	\$2,456,789	\$2,192,650	VALLEY CONSTRUCTION CO INC



City Street Finance Report

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$6,398,438	\$0	\$0	\$0	\$0	\$6,398,438
SubTotal Expenses (-)	\$173,615	\$11,839,808	\$2,344,656	\$6,947,566	\$19,691,649		\$40,997,294
Transfers Out (-)		\$1,600,000	\$1,023,065	\$11,936,613			\$14,559,678
Subtotal Revenues (+)	\$173,615	\$14,601,970	\$3,367,721	\$18,884,179	\$5,131,971	\$0	\$42,159,456
Transfers In (+)					\$14,559,678		\$14,559,678
Ending Balance	\$0	\$7,560,600	\$0	\$0	\$0	\$0	\$7,560,600

Resolution Number:

Execution Date: Wednesday, January 14, 2026

Signature: Basia Gerlach

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
1/14/2026

Subject:

Motion approving noise variance requests on the listed dates and times for outdoor events.

Downtown Davenport Partnership; Icestravaganza; Freight House | 421 West River Drive; 5:00 p.m. - 10:00 p.m. Friday, January 16, 2026; 10:00 a.m. - 10:00 p.m. Saturday, January 17, 2026; and 10:00 a.m. - 2:00 p.m. Sunday, January 17, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

Recommendation:

Pass the Motion.

Background:

These requests for noise variances have been received pursuant to the Municipal Code of Davenport, Iowa, Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

Attachments:

None

City of Davenport

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

Action / Date
1/14/2026

Subject:
Motion approving beer and liquor license applications.

A. New License, New Owner, Temporary Permit, Temporary Outdoor Area, Location Transfer, etc. (as noted):

Ward 1

A & A Fuel Mart, Inc (A & A Fuel Mart, Inc) - 4425 West Locust Street - New License/Owners - License Type: Class B Beer/Wine (Carry-Out)

B. Annual License Renewals (with Outdoor Area as noted):

Ward 2

California Pho (Binh Van Nguyen) - 3559 West Kimberly Road #4, 5, 6 - License Type: Special Class C Beer/Wine (On-Premises)

Dollar General Store #4010 (Dolgencorp, LLC) - 3936 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Abarrotes Carillo, LLC (Abarrotes Carillo, LLC) - 903 West 3rd Street - License Type: Class C Liquor (On-Premises)

D’Lua on the River (D’Lua on the River Co) - 1201 East River Drive - Outdoor Area - License Type: Class C Liquor (On-Premises)

Danceland (Danceland Ltd) - 501 1/2 West 4th Street - License Type: Class C Liquor (On-Premises)

Double Tree (Bucktown Lodging, LLC) - 111 East 2nd Street - License Type: Class C Liquor (On-Premises)

Kilkenny’s Pub & Eatery (Kilkenny’s Pub, Inc) - 300 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Super Saver Tobacco & Liquor (Yuvi Global Supply, LLC) - 1610 Rockingham Road - License Type: Class E Liquor (Carry-Out)

Ward 4

Kwik Star #123 (Kwik Trip, Inc) - 2850 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Meat Market (Market Holdings, LLC) - 1629 Washington Street - License Type: Class C Liquor (On-Premises)

Off Point Pub (Triple 8 Enterprises, LLC) - 2025 Hickory Grove Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Sc Mini Mart (Sc Mini Mart, LLC) - 1511 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 5

Aldi, Inc #15 (Aldi, Inc) - 1702 Brady Street (Midtown Plaza) - License Type: Class B Beer/Wine (Carry-Out)

Jesse's Mart (Guru Nanak Petro Mart, Inc) - 412 East Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 6

Big 10 Mart #18 (Molo Oil Company) - 5310 Corporate Park Drive - License Type: Class E Liquor (Carry-Out)

The Coffee House Qc (Area 309 Coffee, LLC) - 1315 Jersey Ridge Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Dollar General Store #254 (Dolgenercorp, LLC) - 2170 East Kimberly Road - License Type: Class B Beer/Wine (Carry-Out)

Hy-Vee #4 (Hy-Vee, Inc) - 4064 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Jiang's Hot Pot and BBQ (Jiang's Pot, LLC) - 4009 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

Ward 7

Corny Beer Store, LLC (Corny Beer Store, LLC) - 5220 Grand Avenue - License Type: Class B Beer/Wine (Carry-Out)

Dollar General Store #9381 (Dolgenercorp, LLC) - 109 East 50th Street - License Type: Class B Beer/Wine (Carry-Out)

Exotic Thai Restaurant (Exotic Thai Restaurant, Inc) - 2303 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

The Gallery (Nelson Securities, Inc) - 3727 Esplanade Avenue - Outdoor Area - License Type:

Class C Liquor (On-Premises)

Ganzo's (Ganzo's, Ltd) - 3923 North Marquette Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Loves Travel Stop #476 (Loves Travel Stops & Country Stores, Inc) - 8255 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Yummy Crab (Crab House of Davenport, Inc) - 1235 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 8

Cracker Barrel #161 (Cracker Barrel Old Country Store) - 300 Jason Way Court - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Davenport Chapter Izaak Walton League of America (Davenport Chapter Izaak Walton League of America) - 8402 Harrison Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Dollar General Store #19449 (Dolgencorp, LLC) - 7510 Northwest Boulevard - License Type: Class B Beer/Wine (Carry-Out)

Happy Joe's Pizza (Dynamic Restaurant Acquisition, Inc) - 201 West 50th Street - License Type: Special Class C Beer/Wine (On-Premises)

Kwik Star #167 (Kwik Trip, Inc) - 2050 East 53rd Street - License Type: Class B Beer/Wine (Carry-Out)

Recommendation:
Pass the motion.

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

Attachments:
None

City of Davenport

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

Action / Date
1/14/2026

Subject:

Motion approving the purchase of a handheld mass spectrometer chemical detection system for the Police Department from Safeware, Inc of Lanham, Maryland, in the amount of \$73,806.32 using State of Iowa Contract #19211C, CIP #63027. [All Wards]

Recommendation:

Pass the Motion.

Background:

This purchase will provide a new hand held mass spectrometer chemical detection system for use by the Police Department.and utilizes State of Iowa Contract #19211C, Public Safety & Emergency Preparedness Equipment & Services.

Funding for this purchase comes from CIP #63027 | Police Equipment.

Attachments:

None

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
1/14/2026

Subject:

Motion awarding a landscape architectural services contract for the Vander Veer Park Fountain Renovation project to Confluence of Cedar Rapids, Iowa, in the amount of \$93,000, CIP #64124. [Ward 5]

Recommendation:

Pass the Motion.

Background:

The existing fountain at Vander Veer Botanical Park is experiencing issues including inconsistent lighting, untraceable leaks, and other inefficiencies.

Confluence will investigate the existing fountain and surrounding area to understand the issues currently impacting the operation of the fountain. The fountain equipment will be redesigned to improve its overall operational efficiency, lighting and visual impacts, eliminate water loss, and reduce overall maintenance. The intent is to preserve the historic fountain while modernizing its operation.

Confluence will utilize advanced digital technologies to model the existing fountain, inventorying individual stones and other elements to facilitate a near exact replacement of the central fountain components. Per prior discussion, alternate materials for the perimeter wall cap to promote improved durability and reduced overall maintenance to the existing limestone wall will be proposed.

Attachments:

1. Contract

June 05, 2025

William Fisher, CMSM
Senior Parks Manager
Davenport Parks & Recreation
1316 E 29th Street
Davenport, Iowa 52803
William.Fisher@davenportiowa.com

**RE: Vander Veer Fountain Renovation, 25165
Professional Services Agreement**

Mr. Fisher:

We are pleased to submit this professional services agreement for Professional Services as provided herein between The City of Davenport (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your project!

Project

Renovation of the historic Vander Veer fountain in Davenport, Iowa to improve function, operations, and maintenance. The existing fountain is experiencing issues including inconsistent lighting, untraceable leaks, and other inefficiencies. The Design Team will investigate the existing fountain and surrounding area to understand all the issues currently impacting operation of the fountain and then redesign the fountain equipment to improve its overall operational efficiency, lighting and visual impacts, eliminate water loss, and reduce overall maintenance. The design intent is to preserve the historic fountain while modernizing its operation. The design team will utilize advanced digital technologies to model the existing fountain inventorying individual stones and other elements to facilitate a near exact replacement of the central fountain components. Per prior discussion, the design team will propose alternate materials for the perimeter wall cap to promote improved durability and reduced overall maintenance to the existing limestone wall.

Design Team

Confluence: Design team lead, project management, architecture, and landscape architecture
Hydro Dramatics: Fountain Engineer
IMEG: Civil, Electrical, Mechanical & 3D Scanning/Survey

Article 1: Landscape Architectural Services

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are detailed in "Exhibit B" – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client,

shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in "Exhibit A" or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.

- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Changes to Approved Services. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.5 Schedule of Performance. The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services per the Client's proposed schedule or as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2: Client's Responsibilities

- 2.1 Information. The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. Some data for the site may be provided as part of the Scope of Services. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.
- 2.2 Budget. The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.
- 2.3 Approvals. The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.
- 2.4 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3: Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all document's deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for to the

construction of the Project and for information and reference with respect to the use of the Project.

Article 4: Landscape Architect Compensation

4.1 Compensation for the Scope of Services performed under this agreement shall be the **Stipulated Sum of \$93,000.00** plus reimbursable expenses and applicable taxes.

Confluence:	\$60,000.00
Hydrodramatics (fountain):	\$10,000.00
IMEG (civil, electrical, mech.):	\$20,000.00
IMEG : 3D Scan/Survey :	<u>\$3,000.00</u>
Total:	\$93,000.00

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project related expenditures. See Exhibit A for Confluence standard Reimbursable Expenses.

Reimbursable Expenses shall not exceed \$9,000.

4.3 Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee. See “Exhibit A” for Confluence standard hourly rates.

4.4 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.5 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability

5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$5,000,000 per claim/\$5,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

5.2 **Indemnification:** Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

5.3

Article 6: Dispute Resolution

6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by both parties.

6.2 For any claim subject to, but not resolved by, mediation pursuant to 6.1, the method of binding dispute resolution shall be as follows:

Arbitration pursuant to the Construction Industry Mediation Rules of the American Arbitration Association

Litigation in a court of competent jurisdiction

6.3 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7: Termination

7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period. If the project is terminated, the Landscape Architect shall be paid their compensation for services performed prior to receipt of written notice from the Client, together with reimbursable expenses and applicable taxes then due.

Article 8: Other Terms & Conditions


- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect’s promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect’s materials shall not include the Client’s confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client’s promotional materials for the Project.
- 8.2 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.
- 8.3 Governing Law. The laws of the State of Iowa shall govern this agreement.
- 8.4 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 is his authorized signatory will execute the agreement.
- 8.5 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.

Exhibits

The following Exhibits are incorporated in and made part of this Agreement:

- “A” - Landscape Architect’s Hourly Compensation Rates & Reimbursable Expenses Schedule
- “B” - Scope of Services and Supplemental Services

Offered by:
Confluence, Inc.



 Signature & Date

Patrick R. Alvord, Principal

 Printed Name & Title

Confluence
900 2nd Street SE, Suite 104
Cedar Rapids, Iowa 52401

Accepted By:

City of Davenport

 Signature & Date

 Printed Name & Title

Copy:

Project File

Exhibit “A”: Landscape Architect’s Standard Hourly Rates & Reimbursable Expenses

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$275.00 per hour
Principal	\$160.00 - \$250.00 per hour
Associate Principal	\$140.00 - \$200.00 per hour
Associate	\$115.00 - \$185.00 per hour
Senior Project Manager	\$105.00 - \$165.00 per hour
Project Manager	\$95.00 - \$145.00 per hour
Senior Landscape Architect	\$95.00 - \$185.00 per hour
Landscape Architect	\$85.00 - \$135.00 per hour
Senior Project Planner	\$95.00 - \$145.00 per hour
Planner II	\$85.00 - \$135.00 per hour
Planner I	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$100.00 per hour
Draftsperson	\$55.00 - \$100.00 per hour
Graphic Designer	\$75.00 - \$115.00 per hour
Clerical / System Staff	\$75.00 - \$135.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Real Estate Tool	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool	1.15 x cost
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.70 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x 17	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x 17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service	\$35.00 Each

Effective 1/1/2025

End of Exhibit “A”

Exhibit “B”: Scope of Services and Supplemental Services

1.1 Scope of Services

- 1.1.1 Pre-design Services. The Landscape Architect and Design Team will:
- (a.) Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, sanitary sewer, gas, electrical and storm sewer).
 - a. Site feature and topographic survey
 - b. High-resolution 3D scan of Vander Veer Fountain
 - (b.) Site Visits Included: (1) One.
 - (a.) Coordination and/or Attendance at the following meetings/hearings (number of meetings included):
 - (i) Project Kick-Off Meeting (1)
- 1.1.2 Schematic Design Phase. The Landscape Architect and Design Team shall explore design options and develop a schematic design through the following:
- (b.) Identify existing site conditions and features.
 - (c.) Analyze existing site conditions to identify physical attributes and limitations of Project site positively and negatively impacting current operations of fountain.
 - (d.) Review applicable Governmental requirements including codes, ordinances, and permit requirements, and known special restrictions.
 - (e.) Prepare studies and related diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements.
 - (f.) Prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to 03 alternatives shall be provided under the basic Scope of Services for this Agreement; additional alternatives requested by the Client shall be considered Supplemental Services).
 - (g.) Evaluate alternative design concepts and, in conjunction with the Client, identify a preferred concept.
 - (h.) Based on the preferred concept, prepare a schematic design plan (at appropriate scale) illustrating the form and configuration of the proposed improvements on the site.
 - (i.) Preliminarily select key materials or material systems and prepare preliminary designs for key construction details.
 - (j.) Prepare an opinion of probable construction costs for the schematic design plan, including a recommended contingency.
 - (k.) Submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval.
 - (l.) Site Visits Included: (1) One.
 - (m.) Coordination and/or Attendance at the following meetings/hearings (*check all that apply*):
 - (i) Bi-weekly Owner review meeting(s) – (3)
 - (ii) Weekly Design Team coordination/review meeting(s) – (4)
 - (iii) Schematic Design Review Meeting – (1)

1.1.3 Design Development Phase. Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- (a.) Revise and refine the Schematic Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
- (b.) Prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements.
- (c.) Prepare supplemental drawings as required to illustrate the design intent (*check all that apply*):
 - (i) Site preparation/demolition plan
 - (ii) Layout plan(s)
 - (iii) Grading and drainage plan
 - (iv) Fountain equipment plan
 - (v) Fountain mechanical plans
 - (vi) Fountain electrical plans
 - (vii) Planting plan
 - (viii) Irrigation plan
 - (ix) Signage plan
- (d.) Prepare outline specifications for applicable work areas
- (e.) Update opinion of probable costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.
- (f.) Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval.
- (n.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) Bi-weekly Owner review meeting(s) - (4)
 - (iv) Weekly Design Team coordination/review meeting(s) - (6)
 - (ii) Design Development Review Meeting - (1)
 - (iii) Jurisdictional review/approval hearing

1.1.4 Construction Document Phase. Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- (a.) Prepare construction plans including (*check all that apply*):
 - (i) Site preparation/demolition plan
 - (ii) Layout plan(s)
 - (iii) Grading and drainage plan
 - (iv) Fountain equipment plans
 - (v) Fountain mechanical plans
 - (vi) Fountain electrical plans
 - (vii) Planting plan
 - (viii) Irrigation plan
 - (ix) Signage plan

- (b.) Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- (c.) Prepare construction specifications for the proposed improvements.
- (d.) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, when appropriate, the Client's other consultants.
- (e.) Update opinion of probable costs of the proposed improvements.
- (f.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.
- (g.) Address timely and applicable review comments received from agencies and revise Construction Documents for compliance when required.
- (h.) Submit a final opinion of probable costs.
- (i.) Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.
- (o.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) Bi-weekly Owner review meeting(s) - (4)
 - (v) Weekly Design Team coordination/review meeting(s) - (7)
 - (ii) Construction Documents Review Meeting - (1)
 - (iii) Jurisdictional review/approval hearing as required - (1)

1.1.5 Bidding & Contract Negotiation Phase. When the contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish a firm price to accomplish the work. Once the bidding results are known, the Landscape Architect shall assist the Client to establish the contract terms for construction of the Project. The Landscape Architect shall:

- (a.) Coordinate the schedule for bid advertising, addenda, bid opening and the following bid process tasks (*check all that apply*):
 - (i) Pre-bid qualification process
 - (ii) Pre-bid conference
- (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
- (c.) Arrange for printing (if applicable) and distribution of the bid documents.
- (d.) Conduct pre-bid conference (if applicable) and document the proceedings.
- (e.) Clarify the Construction Documents as required through the preparation and issuance of addenda including materials substitutions and equals.
- (f.) Attend the bid opening.
- (g.) Review bids including alternates and prepare a recommendation on the award of the contract to the Client.
- (h.) Arrange for transmittal of Construction Documents to the selected contractor.
- (i.) Meet with selected contractor to review the Construction Documents and the proposed improvements.
- (j.) Provide clarification to the Construction Documents as reasonably required.

1.1.6 Construction Contract Administration Services. The Landscape Architect shall provide the following administration Services associate with the construction of the Project:

- (a.) Take part in the pre-construction conference (if applicable).
- (b.) Review and take appropriate action on (*check all that apply*):

- (i) Contractor Request for Information and clarification's (RFI's).
 - (ii) Materials and equipment submitted by the Contractor for approval.
 - (iii) Product submittals and shop drawings.
 - (iv) Change Order requests by Contractor submitted for approval.
 - (v) Contractor progress applications for payment.
- (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
- (i) Construction site visits during course of construction: Three (3)
- (d.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.
- (e.) Conduct observations to determine completion and acceptance of the work (*check all that apply*):
- (i) Substantial Completion Review & punch-list creation – One (1) Site Visit.
 - (ii) Final Completion Review & punch-list review - One (1) Site Visit.
- (f.) Review and approve a final Contractor pay application and recommend acceptance of the Project by the Client.

1.2 Supplemental Services

1.2.1 Pre-design Services. The following pre-design Services shall be considered Supplemental Services:

- (a.) Assist the Client with Programming.
- (b.) Assisting the Client with marketing and/or feasibility studies.
- (c.) Master planning.
- (d.) Detailed Project scheduling (critical path, milestone completion dates, or other methods).
- (e.) Representing the Client at zoning hearings and/or community meetings or design review meetings.

1.2.2 Design Phase Supplemental Services. Unless otherwise agreed to, the following are Supplemental Services:

- (a.) Scale models (physical)
- (b.) 3D perspective images and/or "Birds-eye" views of the Project.
- (c.) Jurisdictional & Permitting Services beyond those listed described in Section 1.1.
- (d.) Life cycle costs.
- (e.) Long-distance travel to inspect materials and equipment of potential suppliers.
- (f.) Expert witness testimony.
- (g.) Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.

1.2.3 Construction Contract Administration Supplemental Services. The Landscape Architect shall provide the following administration Services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:

- (a.) Prepare Client initiated Change orders.
- (b.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.

- (c.) Review the Contractor's marked-up "As-built" Drawings.
- (d.) Determine consent of surety if any, to issuance of final certificate of payment.

1.2.4 Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:

- (a.) Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor.
- (b.) Provide observations of work and/or warranty items at appropriate times.
- (c.) Perform post-construction evaluation of functional and operational performance of the Project.

End of Exhibit "B"

City of Davenport

Department: Finance
Contact Info: Chad Dyson | 563-328-7275

Action / Date
1/14/2026

Subject:

Motion awarding a contract for the Parks & Recreation ADA Transition Plan to The WT Group AEC, LLC Accessibility Practice of Hoffman Estates, Illinois in the amount of \$73,755.50, CIP #64131. [All Wards]

Recommendation:

Pass the Motion.

Background:

A Request for Proposals (RFP) was issued and sent to contractors on July 30, 2025. On September 3, 2025, the Purchasing Division opened eight (8) proposals.

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

- Scope of Services | 30%
- Proposed Work Plan | 30%
- References & Experience | 20%
- Project Costs | 15%
- Quality & Thoroughness of Proposal | 5%

The WT Group AEC, LLC Accessibility Practice of Hoffman Estates, Illinois, was ranked highest by the evaluating committee and deemed the vendor to best meet the needs and requirements of the City. The consultants will conduct an access audit and create a transition plan for all parks and recreation facilities, parks, and open spaces within the city. The audit will include site reports for all sites audited as well as developing a transition plan with relevant expected implementation costs for planning purposes. The audit and transition plan must meet the requirements for CAPRA standard 2.10 ADA Transition Plan.

The project timeline for completion of the ADA Transition Plan is approximately nine months from the date the contract is signed by the City. Delivery of the final product will be approximately December 2026.

Funding for this project is from CIP #64131 | PARK AMENITY ADA ACCESS PROGRAM.

Attachments:

1. RFP Tab

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: PARKS & RECREATION ADA TRANSITION PLAN

BID NUMBER: 26-4 ADDENDUM 1

OPENING DATE: SEPTEMBER 3, 2025

FUNDING: 74088686 530350 ~~64071~~ | PARK AMENITY ADA ACCESS PROGRAM
64131

RECOMMENDATION: AWARD THE CONTRACT TO THE WT GROUP AEC, LLC
ACCESSIBILITY PRACTICE IN THE AMOUNT OF \$73,755.50.

<u>VENDOR NAME</u>	<u>LOCATION</u>
The WT Group AEC, LLC Accessibility Practice	Hoffman Estates, IL
Accessology, Too, LLC	McKinney, TX
Axiom Consultants	Iowa City, IA
Bureau Veritas Technical Assessments LLC	Ellicott City, MD
Fehr Graham & Associates, LLC	Cedar Rapids, IA
Mile High Accessibility Consultants	Colorado Springs, CO
Sally Swanson Architects, Inc.	San Francisco, CA
Vitruvian Planning	Boise, ID

Approved By _____ Date 12.17.25

Approved By _____ Date 12/17/25

Approved By _____ Date 12/17/25

Approved By _____ Date 12/18/25

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
1/14/2026

Subject:

Motion approving the purchase of a Ford F-450 pickup truck chassis in the amount of \$55,152 from Stivers Ford of Waukee, Iowa, using Iowa Department of Administrative Services contract #26063, and a dump body and a front-mounted plow in the amount of \$27,953 from Truck Equipment of Des Moines, Iowa, using Iowa Department of Administrative contracts #MA005-24134 and MA005-25197. [All Wards]

Recommendation:

Pass the Motion.

Background:

This truck will be assigned to the Street Division of Public Works. It will be used throughout the city supporting Street Division projects such as street repairs and snow removal efforts. The 2026 Ford F450 truck will cost \$55,152. The dump body will cost \$19,611 and the front-mounted plow will cost \$8,342. The total cost for the truck chassis and body options will be \$83,105.

The purchase will be funded with Road Use Tax.

Attachments:

1. Truck Chassis Quote
2. Dump Body and Plow Quote

HDT 5 - Regular Cab DRW 4X4 CHASSIS 450/4500 Series

Examples: Ford Super Duty F450 XL

Make:	Ford
Model Name:	F450 Chassis
Exact Model Code:	F4H
Trim Pkg. Common Name:	XL
Exact Trim Pkg. Code:	650A
Engine Code:	99N
Transmission Code:	44G
Towing Capacity:	17500 Conventional 21700 5th Wheel 21900 Gooseneck

Stivers Ford Lincoln

BASE VEHICLE SPECIFICATIONS		
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for
Gross Vehicle Weight Rating	14,000 lb. GVWR minimum	STATE GVWR: 16500
Wheelbase length	145" to 150"	STATE WHEELBASE: 145WB 60CA
Engine		
Engine Size (Cylinder/Liter)	Base V8 or V10 Engine (E85 FFV, if available, must be provided) E85 FFV Engine?	Cylinders: 8 Liters:7.3 HP:335 Torque:468 NO Notes:
Engine Block Heater		41H
Drive Axle		
Rear Axle	Limited Slip / Locking Differential	X8L Limited Slip 4.88
Transfer Case (4X4)	With Hi/Lo ranges	STD
Transmission		
Transmission	Power take-off provision; automatic transmission	STD
Doors & Windows		
Doors	Power door locks with remote keyless entry	STD
Key Sets with Fobs	2 Fobs with push button start or 2 keys and fobs w/o push button start	STD
Windows	Power	STD
Wipers	Intermittent	STD
Electrical		
Power Point	Located in Driver Area	STD
Exterior		
Fuel Tank	Highest capacity fuel tank package available. If option exists, must be provided.	STATE CAPACITY: 40 gallon
Fuel Filler Neck Kit	Filler cab set-back adapter kit(s), factory type suitable for flush mounting neck(s) into flat side of body	STD
Rear Taillights	Cab/Chassis	STD
Floor		
Floor Covering	Full floor covering, rubber preferred - if available it must be provided. OEM Floor Mats only provided if floor covering must be carpet.	STD HD Vinyl flooring
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Apple CarPlay and Android Auto compatibility	STD Factory installed? Yes
Gauge Package	Tachometer, oil pressure, coolant temperature, voltmeter and/or transmission temperature.	STD
Radio	12" display minimum with SYNC 4, AM/FM with internal clock	8" Display with SYNC 4 STD
Steering Column	Tilt / Cruise Control	STD
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat with cloth upholstery, folding center seat/armrest/storage box.	1S STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights		STD
Tires & Wheels		
Tires	All Terrain rating only (no all-season M&S rating) radial.	TGK Traction tires, usually M&S rated
Spare	Full Size tire and wheel. Tire secured to prevent theft.	512 YES
	BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:	\$52,727.00
	Delivery Cost to Department of Administrative Services, Des Moines:	\$630.00
HDT 5 - Regular Cab DRW 4X4 CHASSIS 450/4500 Series	TOTAL VEHICLE PRICE FOR 4X4 INCLUDING BASE COST AND DELIVERY:	\$53,357.00

Final Bid Price

Examples: Ford Super Duty F450 XL

Stivers Ford Lincoln

ADDITIONAL OPTIONS

Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for	Cost
Engine Block Heater		DEDUCT COST:	-\$100.00
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8 Liters: 6.7 HP: 330 Torque: 950 Includes 4.10 limited slip axle	\$10,995.00
Electrical			
Upfitter Interface Module		18A	\$400.00
Upgraded Charging System	Minimum 130 amp alternator, dual batteries (may only be available with Diesel Engine.)	67B 410 Amp Dual Alt for Diesel \$215 67B 86M 410 amp plus dual battery for gas \$425	\$215.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start or 2 keys and fobs w/o push button start	Dealer	\$400.00
Miscellaneous			
Maintenance	Service Manuals	NA	NA
Safety			
Alarm	Exterior Backup Alarm, Factory preferred but dealer installed acceptable	76C Factory installed? Yes	\$230.00
Audible Lane Change Departure Warning		STD	STD
Pre-Collision Assist with Automatic Emergency Braking (AEB)		STD	STD
Rearview Camera and Prep Kit		872	\$515.00
Special Packages			
Ambulance Prep Package		47A	\$1,205.00
Fire/Rescue Prep Package		47J	\$1,205.00
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	473. recommend adding dual battery and 410 dual alternator in conjunction Factory installed? Yes	\$350.00
Trailer Tow Package	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	535. compatible with Diesel engine only, does not provide hitch reciever Factory installed? Yes	\$580.00
Suspension			
Heavy Service Front Suspension Package		67H	\$125.00
Extra Heavy Service Front Suspension Package		67X	\$125.00
Extra Heavy Duty Front End Suspension		67P. Increases front axle to 7500 GAWR	\$285.00

OTHER Percentage

Options not listed above	Discount percentage off MSRP for options \$3,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded unless approved by DAS.	Enter Percentage Discount MSRP:	0%
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DELIVERY

Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number: 180.00	\$630.00

BASE VEHICLE:	\$53,357.00
OPTIONS:	\$1,165.00
DELIVERY:	\$630.00
TOTAL:	\$55,152.00



P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Customer: 70057

Davenport, City Of
Fleet Maintenance
1200 E 46th St
Davenport, IA 52807

Contact: Jim Erwin
Phone: (563) 326-7718
Email:
Salesperson: Scott Odendahl

<i>Make:</i>	<i>Model:</i>	<i>Year:</i> 0	<i>Single/Dual:</i>
<i>Cab Type:</i>	<i>Wheelbase:</i> 0	<i>Cab-to-Axle:</i> 0	<i>VIN:</i>

FURNISH ONLY:

1 - 8' POLY WESTERN MARAUDER 1.5 cu yd. Pintle Chain Conveyor Spreader (Model #30810)

STANDARD FEATURES AND SPECIFICATIONS:

Hopper Length: 96.5" Width: 63.5" Height: 46"
Capacity: 1.5 cu.yd. (struck capacity)
Weight: 723 lbs.
Material Spill protector at the end of the conveyor to prevent material spilling
Polyethylene construction for corrosion resistant operation makes it lightweight and highly durable
Interlocking poly lids with molded channels for moisture run-off. Pockets at the end of the lid allow a 2x4 to be inserted for leverage
Material delivery extension/pre-wet chamber to reduce leaking/spilling during transport and leads to patented pre-wet mixing chamber
Optimized spinner channels ensure an even distribution of material throughout the spread arc
Common part chute design uses fewer components, making service easy. Direct drive motor offers better torque and reduces servicing
Molded poly tub geometry is optimized for better material flow for a smoother, even flow that prevents material from getting stuck
Adjustable deflector on the spinner can be manually positioned left or right to limit spread pattern to protect sensitive surfaces
Special design allows the hopper to stand on end for easier storage and installation
Two Season Warranty

OPTIONS NOT INCLUDED IN PRICE:

Central point grease kit (11763)
Inverted V
Work light kit (99505-1)

NET PRICE FOB Davenport \$7,315.00

1 - WESTERN TAILGATE SPREADER MODEL 1000 LOW PROFILE

STANDARD FEATURES AND SPECIFICATIONS

Capacity: 9 cu.ft. (600 lbs.)
Polyethylene hopper
1/3 HP 12v. DC motor mounted inside hopper
9" spinner
Internal auger and agitator for even flow
All steel parts are powder coated
Polyethylene cover
Choice of fixed mount, receiver mount, or dual swing away mount



Quote ID: Q20294

Rev: 0

Quote Date: 12/2/2025

Quote Valid Until: 12/26/2025

P.O. Box 3265
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax:(515) 266-7878

Page 2 of 2

Choice of on/off or variable speed in cab control

OPTIONS INCLUDED IN PRICE:

- Receiver mount kit
- Variable speed in cab control
- Installed in customers truck

NET PRICE FOB Davenport \$2,154.00

NOTE: DESIGNED TO SPREAD DRY #1 ROCK SALT, CALCIUM CHLORIDE, AND OTHER ICE MELTING MATERIALS.
NOT INTENDED TO SPREAD SAND!

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

- * Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- * Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- * Sales Tax is not included unless otherwise noted.
- *Due to the volatility of trade tariffs, the quoted price may change due to unforeseeable tariffs.**

City of Davenport

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

Action / Date
1/14/2026

Subject:

Motion determining property values for the 2026 Alley Cost Share Program. [Wards 4 & 5]

Recommendation:

Pass the Motion.

Background:

As a part of the Alley Cost Share Program, alley reconstruction/resurfacing requests begin by receiving a petition signed by 30% of the property owners on the block face. Staff then provides cost estimates based on the following updated cost sharing:

- Residential | 25% property owner/75% City funds
- Commercial | 50% property owner/50% City funds

If more than 50% of the property owners wish to 'opt out' of the program, then the alley does not move forward in the assessment process. This 'opt out' period has occurred, and the following alleys have been identified to participate in the Program:

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

As a part of the procedure for Iowa Code 384.46 for Special Assessments, the City is required to complete this motion.

Attachments:

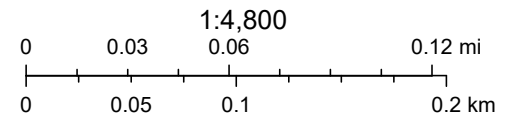
1. Location Map
2. Preliminary Plat
3. Preliminary Schedule

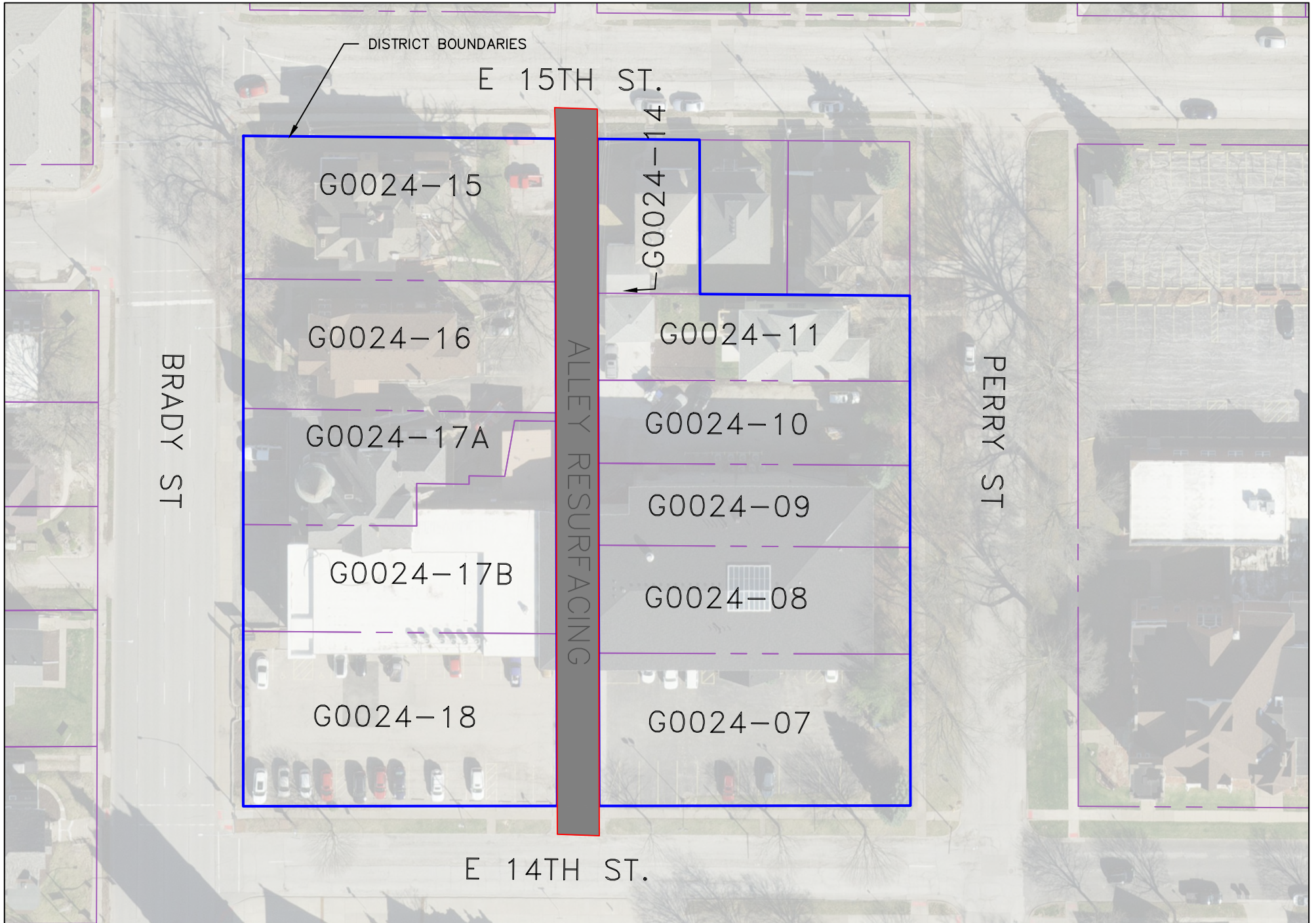
2026 Alley Cost Share Program



11/25/2025, 12:38:28 PM

 Parcels



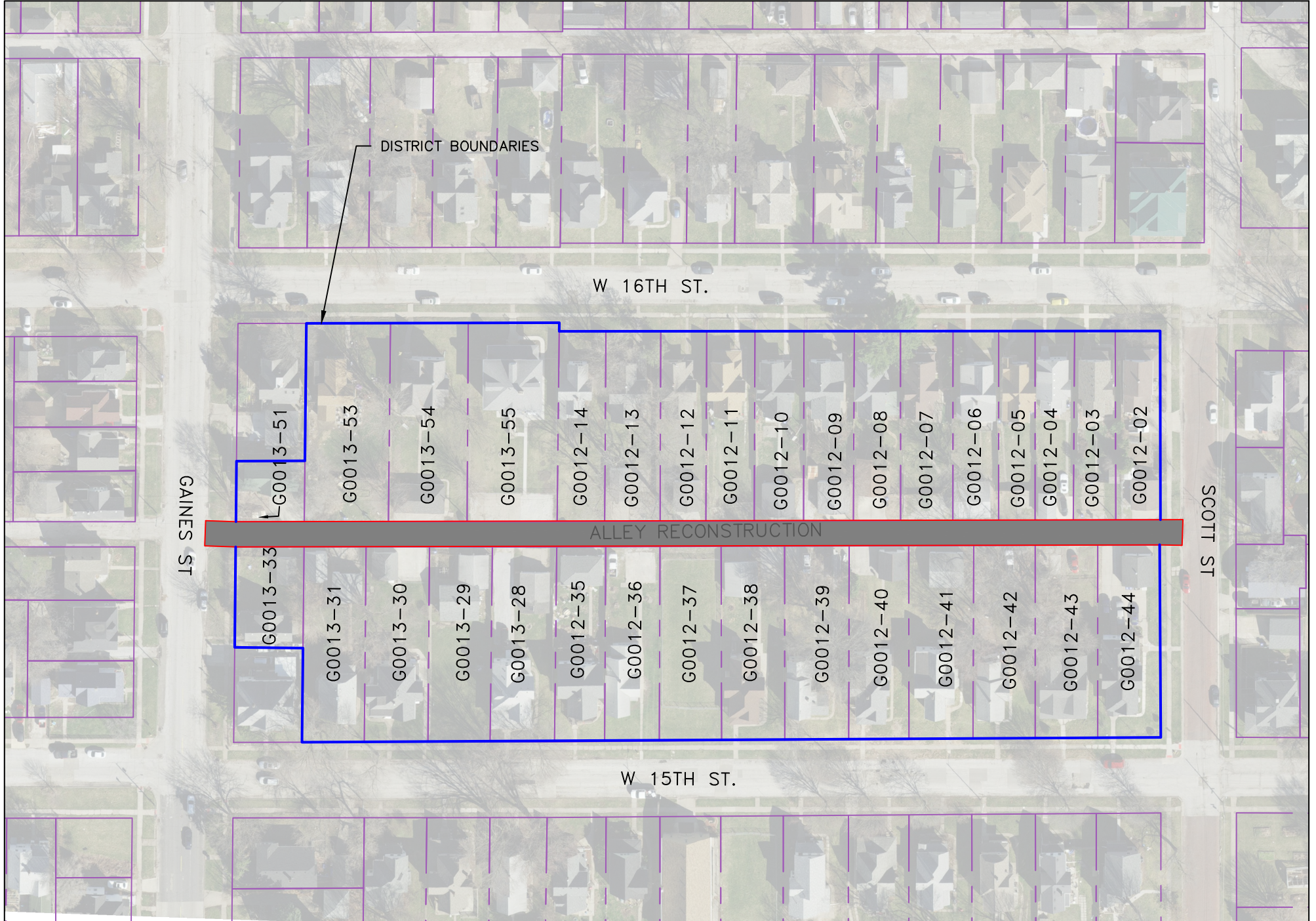



City of Davenport, Iowa
 Engineering Division
 1200 E. 46th Street Davenport, Iowa 52007
 (563) 328-7729 Fax (563) 337-5182

2026 ALLEY COST SHARE PROGRAM
 ALLEY 1 - BRADY ST ALLEY

DESIGNED BY: N/A
 DRAWN BY: NHR
 CHECKED BY: N/A

SCOTT COUNTY		PROJECT NUMBER	PLAT	STATE	FYBA REGION	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
				IOWA	7	FY	1	2




City of Davenport, Iowa
 Engineering Division
 1200 E. 46th Street Davenport, Iowa 52807
 (563) 326-7729 Fax (563) 337-5182

2026 ALLEY COST SHARE PROGRAM
 ALLEY 2 - GAINES ST ALLEY

DESIGNED BY: N/A
 DRAWN BY: NHR
 CHECKED BY: N/A

SCOTT COUNTY		PROJECT NUMBER	PLAT	STATE	FYBA REGION	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
				IOWA	7	FY	2	2

Parcel	Address	Deed1 Name	Deed Address	Deed CSZ	Property Value	Deficiency Amount	Actual Est. Assessment	Subdivision	Lot	Block	Section	Township	Range	Legal Description
G0012-02	501 W 16TH ST	JOSEPH L MAXWELL	PO BOX 2202	DAVENPORT IA 52809	\$ 84,920.00	\$ -	\$ 1,290.00	SUMMIT PARK	20	2	26NE	78N	3E	SUMMIT PARK E 33'4" OF Lot 20 Block 2
G0012-03	505 W 16TH ST	HEATHER M JOHNSON	505 W 16TH ST	DAVENPORT IA 52803	\$ 111,750.00	\$ -	\$ 1,290.00	SUMMIT PARK	20	2	26NE	78N	3E	SUMMIT PARK E 16 2/3" LOT 19 & W 16 2/3" OF Lot 20 Block 2
G0012-04	509 W 16TH ST	KYLE D JOHNSON	509 W 16TH ST	DAVENPORT IA 52803	\$ 100,060.00	\$ -	\$ 1,290.00	SUMMIT PARK	19	2	26NE	78N	3E	SUMMIT PARK W 33-1/3" OF Lot 19 Block 2
G0012-05	511 W 16TH ST	SHIRLEY M OLIVER	511 W 16TH ST	DAVENPORT IA 52803	\$ 73,490.00	\$ -	\$ 1,160.00	SUMMIT PARK	18	2	26NE	78N	3E	SUMMIT PARK E 30" OF Lot 18 Block 2
G0012-06	515 W 16TH ST	515 W 16TH STREET PROPERTIES LLC	7 VISTA CT	DAVENPORT IA 52806	\$ 103,360.00	\$ -	\$ 1,400.00	SUMMIT PARK	18	2	26NE	78N	3E	SUMMIT PARK E 16" OF Lot 17 & W 20" OF Lot 18 Block 2
G0012-07	519 W 16TH ST	SCOTT J SEARLE	519 W 16TH ST	DAVENPORT IA 52803	\$ 98,810.00	\$ -	\$ 1,510.00	SUMMIT PARK	17	2	26NE	78N	3E	SUMMIT PARK E 5" OF Lot 16 & W 34" OF Lot 17 Block 2
G0012-08	523 W 16TH ST	AHMED ALHAJAFANEH	7403 N PINE ST	DAVENPORT IA 52806	\$ 108,240.00	\$ -	\$ 1,510.00	SUMMIT PARK	16	2	26NE	78N	3E	SUMMIT PARK E 39" OF W 45" OF Lot 16 Block 2
G0012-09	527 W 16TH ST	CHEYENNE TYLER	527 W 16TH ST	DAVENPORT IA 52803	\$ 103,810.00	\$ -	\$ 1,510.00	SUMMIT PARK	16	2	26NE	78N	3E	SUMMIT PARK E 33" OF Lot 15 & W 6" OF Lot 16 Block 2
G0012-10	531 W 16TH ST	BRITNEE C BANTER	531 W 16TH ST	DAVENPORT IA 52803	\$ 141,210.00	\$ -	\$ 1,510.00	SUMMIT PARK	14	2	26NE	78N	3E	SUMMIT PARK E 22" OF Lot 14 & W 17" OF Lot 15
G0012-11	535 W 16TH ST	LORENA D FLORES PILLE	535 W 16TH ST	DAVENPORT IA 52803	\$ 59,210.00	\$ -	\$ 1,510.00	SUMMIT PARK	14	2	26NE	78N	3E	SUMMIT PARK E 11" OF Lot 13 & W 28" OF Lot 14 Block 2
G0012-12	537 W 16TH ST	LLC CJ CAPITAL PARTNERS	3130 FINLEY RD STE 510A	DOWNERS GROVE IL 60515	\$ 79,880.00	\$ -	\$ 1,510.00	SUMMIT PARK	13	2	26NE	78N	3E	SUMMIT PARK W 39" OF Lot 13 Block 2
G0012-13	603 W 16TH ST	CK INVESTMENT PROPERTIES LLC	2116 PARK AVE	MUSCATINE IA 52761	\$ 94,940.00	\$ -	\$ 1,700.00	SUMMIT PARK	12	2	26NE	78N	3E	SUMMIT PARK E 40" OF Lot 12 block 2
G0012-14	607 W 16TH ST	WILLIAM G SCHAEFFER REVOCABLE TRUST	15763 106TH AV	DAVENPORT IA 52804	\$ 72,290.00	\$ -	\$ 1,510.00	SUMMIT PARK	11	2	26NE	78N	3E	SUMMIT PARK LOT 11 & W 10" LOT 12
G0012-35	606 W 15TH ST	STEPHEN S EDWARDS	606 W 15TH ST	DAVENPORT IA 52803	\$ 80,150.00	\$ -	\$ 1,510.00	SUMMIT PARK	9	2	26NE	78N	3E	SUMMIT PARK LOT 10 & W 8" OF Lot 9 Block 2
G0012-36	604 W 15TH ST	MOHAMADOU B DIAGNE	1027 21ST AVE	EAST MOLINE IL 61244	\$ 68,620.00	\$ -	\$ 1,630.00	SUMMIT PARK	9	2	26NE	78N	3E	SUMMIT PARK E 42" OF Lot 9 block 2
G0012-37	602 W 15TH ST	HOUSE OF THE LORD MISSION INC	1110 W 57TH ST	DAVENPORT IA 52806	\$ 6,590.00	\$ 252.50	\$ 1,647.50	SUMMIT PARK	8	2	26NE	78N	3E	SUMMIT PARK Lot 8 Block 2
G0012-38	532 W 15TH ST	CZ HOMES LLC	532 W 15TH ST	DAVENPORT IA 52803	\$ 82,920.00	\$ -	\$ 1,970.00	SUMMIT PARK	7	2	26NE	78N	3E	SUMMIT PARK Lot 7 Block 2
G0012-39	528 W 15TH ST	AC PROPERTIES LLC	903 W 3RD ST	DAVENPORT IA 52802	\$ 61,530.00	\$ -	\$ 1,970.00	SUMMIT PARK	6	2	26NE	78N	3E	SUMMIT PARK Lot 6 Block 2
G0012-40	524 W 15TH ST	FISCHER ROBERT E	524 W 15TH ST	DAVENPORT IA 52803	\$ 90,710.00	\$ -	\$ 1,860.00	SUMMIT PARK	5	2	26NE	78N	3E	SUMMIT PARK Lot 5 Block 2
G0012-41	516 W 15TH ST	HOUSING INC REJUVENATE	PO BOX 3261	DAVENPORT IA 52808	\$ 41,010.00	\$ -	\$ 1,970.00	SUMMIT PARK	4	2	26NE	78N	3E	SUMMIT PARK Lot 4 Block 2
G0012-42	512 W 15TH ST	PAUSTIAN MARVIN	512 W 15TH ST	DAVENPORT IA 52803	\$ 62,770.00	\$ -	\$ 1,900.00	SUMMIT PARK	3	2	26NE	78N	3E	SUMMIT PARK Lot 3 Block 2
G0012-43	506 W 15TH ST	TIMOTHY R DOMINICUS	506 W 15TH ST	DAVENPORT IA 52803	\$ 118,430.00	\$ -	\$ 1,900.00	SUMMIT PARK	2	2	26NE	78N	3E	SUMMIT PARK Lot 2 Block 2
G0012-44	502 W 15TH ST	MAXWELL JOSEPH L	PO BOX 2202	DAVENPORT IA 52809	\$ 140,030.00	\$ -	\$ 1,940.00	SUMMIT PARK	1	2	26NE	78N	3E	SUMMIT PARK Lot 1 Block 2
G0013-28	610 W 15TH ST	LLC MARTINEZ PROPERTY INVESTMENTS	2625 W 37TH ST	DAVENPORT IA 52806	\$ 112,270.00	\$ -	\$ 1,940.00	SPINK'S HENRY 1ST ADD	5	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD Lot 5 Block 2
G0013-29	616 W 15TH ST	TUYEN KIM PHAM	616 W 15TH ST	DAVENPORT IA 52803	\$ 30,830.00	\$ -	\$ 1,940.00	SPINK'S HENRY 1ST ADD	4	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD Lot 4 Block 2
G0013-30	620 W 15TH ST	WRIGHT ARDEL K	620 W 15TH ST	DAVENPORT IA 52803	\$ 89,270.00	\$ -	\$ 1,940.00	SPINK'S HENRY 1ST ADD	3	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD Lot 3 Block 2
G0013-31	624 W 15TH ST	LLC AC PROPERTIES	903 W 3RD ST	DAVENPORT IA 52802	\$ 102,530.00	\$ -	\$ 1,860.00	SPINK'S HENRY 1ST ADD	2	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD Lot 2 Block 2
G0013-33	1509 GAINES ST	ALEXIS KISSELL	1509 N GAINES ST	DAVENPORT IA 52804	\$ 93,040.00	\$ -	\$ 2,130.00	SPINK'S HENRY 1ST ADD	1	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD N 77.5" OF Lot 1 Block 2
G0013-51	1521 GAINES ST	DON W MAYES	1521 N GAINES ST	DAVENPORT IA 52804	\$ 80,150.00	\$ -	\$ 2,130.00	SPINK'S HENRY 1ST ADD	10	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD S 50" OF Lot 10 Block 2
G0013-53	625 W 16TH ST	MARTIN V LOPEZ	625 W 16TH ST	DAVENPORT IA 52804	\$ 99,820.00	\$ -	\$ 2,630.00	SPINK'S HENRY 1ST ADD	9	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD W 20" LOT 8 & ALL OF Lot 9 Block 2
G0013-54	619 W 16TH ST	MCCALLUM DORIAN R	C/O ANDY LOGSDON	DAVENPORT IA 52809	\$ 128,770.00	\$ -	\$ 2,480.00	SPINK'S HENRY 1ST ADD	8	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD W 30" LOT 7 & E 30" OF Lot 8 Block 2
G0013-55	609 W 16TH ST	JC RENTALS LLC	5245 ELMORE AVE PMB 1032	DAVENPORT IA 52807	\$ 211,090.00	\$ -	\$ 2,790.00	SPINK'S HENRY 1ST ADD	7	2	26NW	78N	3E	SPINK'S HENRY 1ST ADD Lot 6 & E 20" OF Lot 7 Block 2

\$ 91,500.00		Required Signatures													
Parcel	Address	Deed1 Name	Deed Address	Deed CSZ	Property Value	Deficiency Amount	Actual Est. Assessment	Subdivison	Lot	Block	Section	Township	Range	Legal Description	
G0024-07	1406 PERRY ST	ST JOHN'S METHODIST CHURCH	109 E 14TH ST	DAVENPORT IA 52803	\$ 41,870.00	\$ -	\$ 5,300.00	LECLAIRE'S 8TH ADD	8	106	26NE	78N	3E	LECLAIRE'S 8TH ADD S 70" OF	
G0024-08	1410 PERRY ST	ST JOHN'S METHODIST CHURCH	109 E 14TH ST	DAVENPORT IA 52803	\$ 1,312,950.00	\$ -	\$ 3,800.00	LECLAIRE'S 8TH ADD	7	106	26NE	78N	3E	LECLAIRE'S 8TH ADD S 44" LOT 7 & N 10" OF LOT 8	
G0024-09	1414 PERRY ST	ST JOHN'S METHODIST CHURCH	109 E 14TH ST	DAVENPORT IA 52803	\$ 15,500.00	\$ -	\$ 2,900.00	LECLAIRE'S 8TH ADD	7	106	26NE	78N	3E	LECLAIRE'S 8TH ADD N 36" LOT 7 & S 3" OF LOT 6	
G0024-10	1418 PERRY ST	ST JOHN'S METHODIST CHURCH	109 E 14TH ST	DAVENPORT IA 52803	\$ 24,350.00	\$ -	\$ 2,900.00	LECLAIRE'S 8TH ADD	6	106	26NE	78N	3E	LECLAIRE'S 8TH ADD N 39" OF S 42" OF	
G0024-11	1428 PERRY ST	1428 PERRY ST DAV LLC	PO BOX 3974	DAVENPORT IA 52808	\$ 95,710.00	\$ -	\$ 1,600.00	LECLAIRE'S 8TH ADD	6	106	26NE	78N	3E	LECLAIRE'S 8TH ADD S 5" LOT 5 & N 38" OF	
G0024-14	117 E 15TH ST	LINDA F GOODMAN	117 E 15TH ST	DAVENPORT IA 52803	\$ 77,440.00	\$ -	\$ 2,660.00	LECLAIRE'S 8TH ADD	5	106	26NE	78N	3E	LECLAIRE'S 8TH ADD W 50" OF N 75" OF	
G0024-15	1429 BRADY ST	LTJ REAL ESTATE HOLDING COMPANY LLC		DAVENPORT IA 52808	\$ 189,210.00	\$ -	\$ 2,500.00	LECLAIRE'S 8TH ADD	4	106	26NE	78N	3E	LECLAIRE'S 8TH ADD N 70"	
G0024-16	1425 BRADY ST	A & I IOWA HOLDINGS LLC	PO BOX 3141	ROCK ISLAND IL 61204	\$ 280,810.00	\$ -	\$ 2,300.00	LECLAIRE'S 8TH ADD	3	106	26NE	78N	3E	LECLAIRE'S 8TH ADD N 50" LOT 3 & S 10" OF LOT 4	
G0024-17A	1415 BRADY ST	SJM PROPERTIES LLC	2122 WINDING HILL RD	DAVENPORT IA 52807	\$ 221,430.00	\$ -	\$ 200.00	LECLAIRE'S 8TH ADD	2	106	26NE	78N	3E	LECLAIRE'S 8TH ADD PRT LOTS 2 & 3 COMM SW COR LOT 2; -N 50.85" TO POB; -E 82.65"; -N 20.20"; -E 25"; -N 4"; -E 17"; -NLY 31.94"; -E 19.83"; -N 4"; -W 150.58"; -S 59.18" TO POB	
G0024-17B	1411 BRADY ST	ST JOHN'S METHODIST CHURCH	109 E 14TH ST	DAVENPORT IA 52803	\$ 854,210.00	\$ -	\$ 7,200.00	LECLAIRE'S 8TH ADD	3	106	26NE	78N	3E	LECLAIRE'S 8TH ADD PRT LOTS 2 & 3 COMM SW COR LOT 2 SD PT POB; -N 50.85"; -E 82.65"; -N 20.20"; -E 25"; -N 4"; -E 17"; -N 31.94"; -E 19.83"; -S 106.13" -W 150.49" TO POB	
G0024-18		ST JOHN'S UNITED METHODIST CHU	109 E 14TH ST	DAVENPORT IA 52803	\$ 70,230.00	\$ -	\$ 5,900.00	LECLAIRE'S 8TH ADD	1	106	26NE	78N	3E	LECLAIRE'S 8TH ADD	

City of Davenport

Department: Administration
Contact Info: Tegan Trees | 563-888-3721

Action / Date
1/14/2026

Subject:

Motion approving a payment to the Scott County Auditor in the amount of \$99,867.34 for 2025 election expenses. [All Wards]

Recommendation:

Pass the Motion.

Background:

This payment is for expenses related to holding the 2025 City Primary and Regular City elections. It includes the cost of polling place rentals, poll worker wages, printing of ballots, and all necessary equipment.

Primary Election October 7, 2025	\$71,890.47
Regular City Election November 4, 2025	<u>\$27,976.87</u>
Total	\$99,867.34

This is funded through the General Fund.

Attachments:

None

City of Davenport

Department: Information Technology
Contact Info: Brett Burda | 563-326-7711 |

Action / Date
1/14/2026

Subject:

Motion approving a payment of \$61,920 to CDW-G of Chicago, Illinois, for a one-year renewal of Omnissa Horizon Enterprise subscription. [All Wards]

Recommendation:

Pass the Motion.

Background:

This purchase utilizes Omnia Partners contract #2024056-01. Omnia Partners is a cooperative purchasing program that provides access to group purchasing contracts with leading national suppliers, allowing for a streamlined procurement process for thousands of products and services. CDW-G was awarded Omnia Partners contract #2024056-01 for Information Technology Products and Services via the sealed procurement.

This is the one-year renewal for Virtual Desktop environment licensing.

Funding for this purchase is from account 50450530-560530 | IT Software Costs

Attachments:

1. Quote



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

BRETT BURDA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

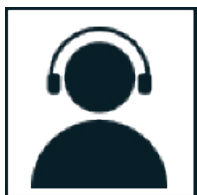
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRXR811	12/11/2025	02507057-00	1976437	\$61,920.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Omnissa Horizon Enterprise Edition - Term License (1 year) + 1 Year Support	20	8026523	\$3,096.00	\$61,920.00
Mfg. Part#: HZ8-ENC-10-1Y-TLSS-C				
Electronic distribution - NO MEDIA				
Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)				

SUBTOTAL	\$61,920.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$61,920.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF DAVENPORT ACCOUNTS PAYABL 226 W 4TH ST DAVENPORT, IA 52801-1308 Phone: (563) 326-7718 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF DAVENPORT BRETT BURDA 226 W 4TH ST DAVENPORT, IA 52801-1308 Phone: (563) 326-7718 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Neal Zolt | (866) 843-0749 | nealzol@cdwg.com

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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