

COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, July 15, 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. City Administrator Update
- VI. Public Hearings
- VII. Petitions and Communications from Council Members and the Mayor
- VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Matt Lienen, Chair; Mark Holloway, Vice Chair

IX. COMMUNITY DEVELOPMENT

- 1. Second Consideration: Ordinance for Case REZ26-05 being the request of Rooted Counseling Center, PLLC to rezone 2721 North Harrison Street from R-4C Single-Family and Two-Family Central Residential District to C-T Commercial Transitional District. [Ward 7]
- 2. Resolution approving Case F26-08 being the request of 53rd Luxury LLC for a final plat of Speer Commercial Park 3rd Addition, a 5-lot subdivision on 28.3 acres located at 1777 East 53rd Street. [Ward 8]
- 3. Resolution approving a 20-year lease agreement with Lake Davenport Sailing Club for property along the riverfront. [Wards 3 & 5]
- 4. Resolution setting a Public Hearing on the proposed additions to the Davenport 2026 Urban Revitalization Area Plan. [Wards 2 & 8]

- X. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XI. PUBLIC SAFETY

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

Downtown Davenport Partnership; Alternating Currents | Purina Incredible Dog Show: 200 block of Pershing Avenue; 12:00 p.m. Friday, August 14, 2026 - 11:00 p.m. Saturday, August 15, 2026; **Closure:** Pershing Avenue from East 2nd Street to East 3rd Street. [Ward 3]

Rachelle Buckwalter; Made Market QC; 200 block of East 2nd Street; 6:00 a.m. - 6:00 p.m. Saturday, August 15, 2026; **Closure:** East 2nd Street from Perry Street to Pershing Avenue. [Ward 3]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 2:00 p.m. - 7:00 p.m. Saturday, August 15, 2026; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley; Jersey Ridge Road from 11th Street north to the alley. [Ward 5]

Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 29, 2026 - 7:00 p.m. Sunday, August 30, 2026; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]

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

Robin Wixom; Wedding Celebration; 2504 East Columbia Avenue; 5:00 p.m. - 11:00 p.m. Saturday, August 8, 2026; Outdoor music, over 50 dBA. [Ward 6]

Rachelle Buckwalter; Made Market QC; 200 block of East 2nd Street; 10:00 a.m. - 4:00 p.m. Saturday, August 15, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 3:00 p.m. - 6:00 p.m. Saturday, August 15, 2026; Outdoor music/band, over 50 dBA. [Ward 5]

3. Motion approving beer and liquor license applications.

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

Ward 2

Catrina (La Catrina Bar & Grill, Inc) – 3559 West Kimberly Road – New License/Owners – License Type: Class C Liquor (On-Premises)

Ward 3

Carriage Haus (Smoking Haus Entertainment) - 312 West 3rd Street – Temporary Extended Outdoor Area July 24/25 - License Type: Class C Liquor (On-Premises)

Ward 5

Village East Davenport (Wide River Winery, LLC) - 1128 Mound Street – Temporary event with Outdoor Area August 12-16 - License Type: Special Class C Native Wine (On-Premises)

Ward 7

Davenport American Legion Post 26 (American Legion Post 26) - 702 West 35th Street - New License - License Type: Class C Liquor (On-Premises)

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

Ward 6

Granite City Food & Brewery (Granite City, Inc) - 5270 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Kobe Sushi and Hibachi, LLC (Kobe Sushi and Hibachi, LLC) - 5242 Elmore Avenue - License Type: Class C Liquor (On-Premises)

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

Ward 7

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 1020 West Kimberly Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Famous Dave's (Elmore Foods, LLC) - 1110 East Kimberly Road - License Type: Class C Liquor (On-Premises)

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

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

Ward 8

Double D Diner (The Shadowy Biscuit, LLC) - 2225 West 53rd Street #400 - License Type: Class C Liquor (On-Premises)

Iowa Machine Shed (Machine Shed, LLC) - 7250 Northwest Boulevard - License Type:
Class C Liquor (On-Premises)

XII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Paul Vasquez, Vice Chair

XIII. PUBLIC WORKS

1. Third Consideration: Ordinance amending various sections of Chapter 15.30 entitled "Contractor Licenses – Bond – Insurance Required" of the Municipal Code of Davenport, Iowa, to establish a Registered Subcontractor classification. [All Wards]
2. Resolution approving Change Order #1 in the amount of \$160,000 to Hawkeye Paving Corporation of Davenport, Iowa, for the Elmore Avenue (East Kimberly Road to 3838 Elmore Avenue) Patching Project, CIP #35061. [Ward 6]
3. Resolution awarding a contract for the 2026 Neighborhood Streets Preservation Program – Package B (Thin Lift – West) to Taylor Ridge Paving & Construction of Andalusia, Illinois, in the amount of \$541,957, CIP #35062. [Wards 1, 3, 4, & 8]
4. Resolution awarding a contract for the 2026 Roller Compacted Concrete Alley Program to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$497,993, CIP #35068. [Wards 4 & 5]
5. Resolution awarding a contract for the 2026 Neighborhood Streets Preservation Program – Package C (Thin Lift – East) to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$358,044, CIP #35062. [Wards 5 & 7]
6. Resolution approving a grant agreement with the Federal Aviation Administration (FAA) in the amount of \$1,277,272 for the Taxiway C Reconstruction Project at the Davenport Municipal Airport, CIP #20016. [Ward 8]
7. Resolution approving a grant agreement with Partners of Scott County Watersheds, through the Iowa Department of Natural Resources Urban Forestry Grant Program, in the amount of \$50,000 for the Goose Creek Park Environmental Restoration Project and authorizing the Public Works Director or designee to execute necessary documents. [Ward 8]
8. Resolution authorizing submission of a grant application to the U.S. Department of Homeland Security Pre-Disaster Mitigation (PDM) Congressionally Directed Spending (CDS) program for the Water Pollution Control Plant Northern Levee Flood Mitigation Project. [Ward 1]

XIV. Motion recommending discussion or consent for Public Works items

FINANCE

Jazmin Newton, Chair; John Blunk, Vice Chair

XV. FINANCE

XVI. Motion recommending discussion or consent for Finance items

XVII. PURCHASE ORDERS OF \$10,000 TO \$50,000 ENTERED XXXX (For Information Only)

1. Lane & Waterman LLP | consulting services | Amount: \$10,127.48
2. BFS Operations LLC | Duck Creek Golf Course bridge renovation materials | Amount: \$10,568.60
3. National League of Cities | FY 2027 membership dues | Amount: \$10,597
4. Ulteig Inc | 2nd and Marquette acquisition | Amount: \$10,774.86
5. Granicus Inc | boards & commissions software | Amount: \$10,890.01
6. Mellen & Assoc Inc | primary isolation AUMA actuators | Amount: \$11,080
7. Insight Public Sector Inc | NJBSoft SAMS software subscription | Amount: \$11,268.50
8. Lane & Waterman LLP | consulting services | Amount: \$11,582.68
9. Scott County Sheriff | May booking fees | Amount: \$11,700
10. SiteOne Landscape Supply | Turfware spreader/sprayer for Golf | Amount: \$12,000
11. MoxFive LLC | RM26-200 | Amount: \$12,675
12. Lane & Waterman LLP | consulting services | Amount: \$12,856.85
13. Shive-Hattery Inc | MSL engineering services | Amount: \$13,316.90
14. Rink-Tec International Inc | ice rink refrigerant tank | Amount: \$14,317.14
15. PowerSchool Corp | CivicLive support and maintenance | Amount: \$15,306.23
16. Walcott Collision Inc | RM26-321 | Amount: 16,502.76
17. GPM Environmental Solutions, LLC | pumping equipment and accessories for WPCP | Amount: \$16,774
18. Mid-American Glazing Systems, Inc | RM26-320 | Amount: \$16,970
19. Lane & Waterman LLP | consulting services | Amount: \$16,990
20. Iowa League of Cities | FY 2027 membership dues | Amount: \$24,451
21. Traffic Control Corporation | traffic signal controller | Amount: \$24,525
22. Governmentjobs.com | Insight subscription | Amount: \$26,339.41
23. Tyler Technologies | annual services support | Amount: \$29,364.93
24. Lane & Waterman LLP | consulting services | Amount: \$33,556.54
25. Altorfer Inc | generator panel replacement at WPCP | Amount: \$39,500
26. Moody's Investors Serv Inc | General Obligation Corporate Bonds, Series 2026 | Amount: \$41,000
27. PFM Group Consulting LLC | General Obligation Corporate Bonds, Series 2026 | Amount: \$41,157.86

XVIII. Other Ordinances, Resolutions and Motions

1. Motion approving a one-year contract extension, with two additional one-year renewal options, with All City Management Services, Inc, of Santa Fe Springs, California, for crossing guard services. [All Wards]

XIX. Motion recommending discussion or consent for Other Ordinances, Resolutions and Motions items

XX. 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.

XXI. Final Comments from Council Members and the Mayor

XXII. Executive Session

1. To discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c).

XXIII. Adjourn

City of Davenport

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

Action / Date
7/15/2026

Subject:

Second Consideration: Ordinance for Case REZ26-05 being the request of Rooted Counseling Center, PLLC to rezone 2721 North Harrison Street from R-4C Single-Family and Two-Family Central Residential District to C-T Commercial Transitional District. [Ward 7]

Recommendation:

Consider the Ordinance.

Background:

The subject property is zoned R-4C Single Family and Two-Family Central Residential District. The site is currently a single-family home. The purpose of the rezoning to C-T Commercial Transitional District is to open a psychology counseling office in the existing structure and install signage for the proposed business. The applicant is proposing a Zoning Map Amendment because their plan exceeds the regulations for home-based businesses.

Why is a Zoning Map Amendment Required?

The City does not allow commercial business to operate in a residential district unless it can comply with the City's and State's regulations for home-based business. State of Iowa Code 414.33 states that a city shall not prohibit a no-impact home-based business. However, the city can establish reasonable regulations for home-based businesses (aka zoning and licensing regulations). Staff believe that the applicant does not meet the standards for home-based business or no-impact home-based business due to the applicant's desire for a sign and the structure will not be a home for the applicant.

Plan & Zoning Commission Recommendation

At its June 16, 2026, meeting, the City Plan and Zoning Commission voted to forward Case REZ26-05 to the City Council with a recommendation for approval subject to the listed findings.

Findings

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General and Urban Corridor.
2. The proposed zoning map amendment to C-T Commercial Transitional District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates minor nonconformities.

The staff report from the June 16, 2026, Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Application
3. Maps
4. Plan and Zoning Commission Staff Report
5. Public Notice - Committee of the Whole
6. Public Notice - Plan and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ26-05 BEING THE REQUEST OF ROOTED COUNSELING CENTER, PLLC TO REZONE 2721 NORTH HARRISON STREET FROM R-4C SINGLE-FAMILY AND TWO-FAMILY CENTRAL RESIDENTIAL DISTRICT TO C-T COMMERCIAL TRANSITIONAL ZONING DISTRICT.

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "C-T Commercial Transitional Zoning District."

Lot 4 in Block 17 in James Grant's Subdivision of a part of the N.E. 1/4 of Sec. 23 and part of the N.W. 1/4 of Sec. 24 in Twp. 78 N., Rng. 3 East of the 5th P.M., in the City of Davenport, Scott County, Iowa.

Commonly known as: 2721 Harrison Street, Davenport, IA 52803, Parcel B0023-05.

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

Findings

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General and Urban Corridor.
2. The proposed zoning map amendment to C-T Commercial Transitional District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates minor nonconformities.

Section 3. At its June 16, 2026, meeting, the Plan and Zoning Commission voted to forward Case REZ26-05 to the City Council with a recommendation for approval subject to the listed findings.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

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
REZONING
(MAP AMENDMENT)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
5/5/26	5/5/26	4/2/26
PROJECT TITLE		

APPLICANT INFORMATION	
Applicant Name Company Name <u>ROOTED COUNSELING CENTER PLLC</u>	
Address <u>2721 N. HARRISON ST. DAVENPORT, IA 52803</u>	
City State Zip <u>IA</u>	
Phone <u>(309) 738-3981</u>	
Secondary Phone —	
E-Mail Address —	
Acceptance of Applicant ✓ I, the undersigned, certify that the information on this application to the best of my knowledge, is true and correct. I further certify that I have a legal interest in the property in question, and/or that I am legally able to represent all other persons or entities with interest in this property, and acknowledge formal procedure and submittal requirements. In addition to the application fee, I understand I am responsible for attendance at each meeting on the public hearing/zoning calendar. The City reserves the right to require further site studies as necessary, such as a traffic study. <u>JAMES ESTES</u> Type Applicant's Name <u>[Signature]</u> <u>5/5/26</u> Applicant's Signature Date	
DEVELOPMENT TEAM	
Property Owner <u>JAMES ESTES (Jim)</u>	
Address <u>2501 IOWA ST. DAVENPORT, IA 52803</u>	
Phone <u>(309) 738-3981</u>	
Secondary Phone —	
E-Mail Address —	
Project Manager/Other <u>JAMES ESTES (Jim)</u>	
Address <u>2501 IOWA ST. DAVENPORT, IA 52803</u>	
Phone <u>(309) 738-3981</u>	
Secondary Phone —	
E-Mail Address —	

SITE ADDRESS OR GENERAL LOCATION DESCRIPTION													
<u>2721 N. HARRISON ST. DAVENPORT, IA 52803</u>													
NEIGHBORHOOD MEETING DATE / TIME / LOCATION													
<u>5/18/26</u>	<u>5:30</u>	<u>2721 N. HARRISON ST</u>											
ZONING DISTRICTS	EXISTING	PROPOSED	SQ. AREA										
	<u>R4C</u>	<u>CT</u>											
COMPLETE SUBMITTALS SHALL INCLUDE:													
Concept/Development Plan			☐										
Authorization to Act as Applicant*			☐										
*only needed if the Applicant is different than the owner													
Legal Description* (bearing & distance)			☐										
* shall include a MS Word or Text file													
Legal Description Dimensioned Sketch			☐										
Application Fee* (REQUIRED)			☐										
*(check payable to 'City of Davenport')													
<table><tr><th colspan="2">Rezoning Fee Schedule</th></tr><tr><th>Land Area</th><th>Fee</th></tr><tr><td>Less than 1 acre</td><td>\$400</td></tr><tr><td>1 to less than 10 acres</td><td>\$750 plus \$25/acre</td></tr><tr><td>10 acres or more</td><td>\$1,000 plus \$25/acre</td></tr></table>				Rezoning Fee Schedule		Land Area	Fee	Less than 1 acre	\$400	1 to less than 10 acres	\$750 plus \$25/acre	10 acres or more	\$1,000 plus \$25/acre
Rezoning Fee Schedule													
Land Area	Fee												
Less than 1 acre	\$400												
1 to less than 10 acres	\$750 plus \$25/acre												
10 acres or more	\$1,000 plus \$25/acre												
1 to 3 site notice signs are required based on lot size; \$10 each													

PROJECT NARRATIVE: (submit separate sheet if needed)

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

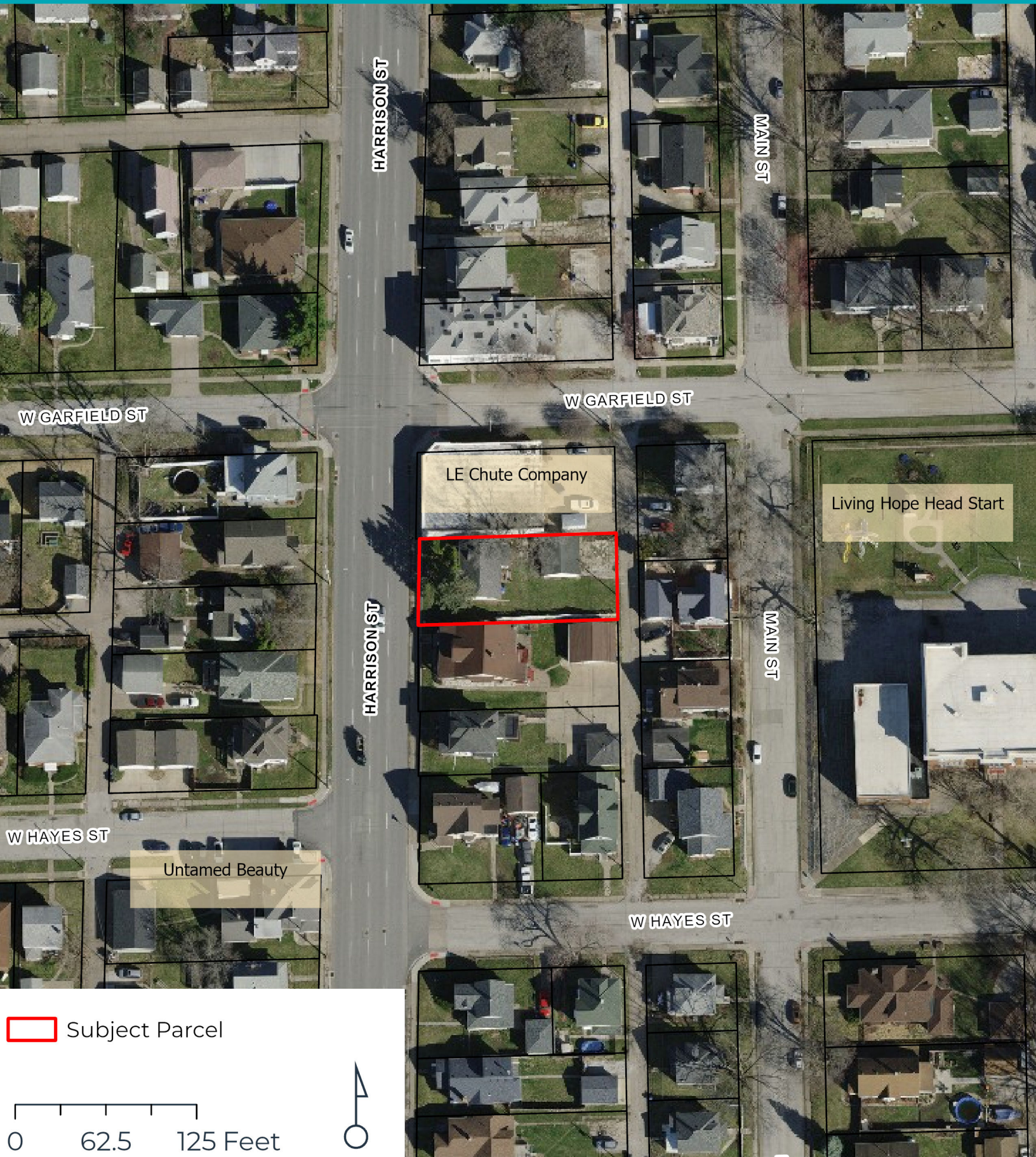


DAVENPORT

DEVELOPMENT &
NEIGHBORHOOD SERVICES

Vicinity Map | Case REZ26-05

Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7]



 Subject Parcel

0 62.5 125 Feet

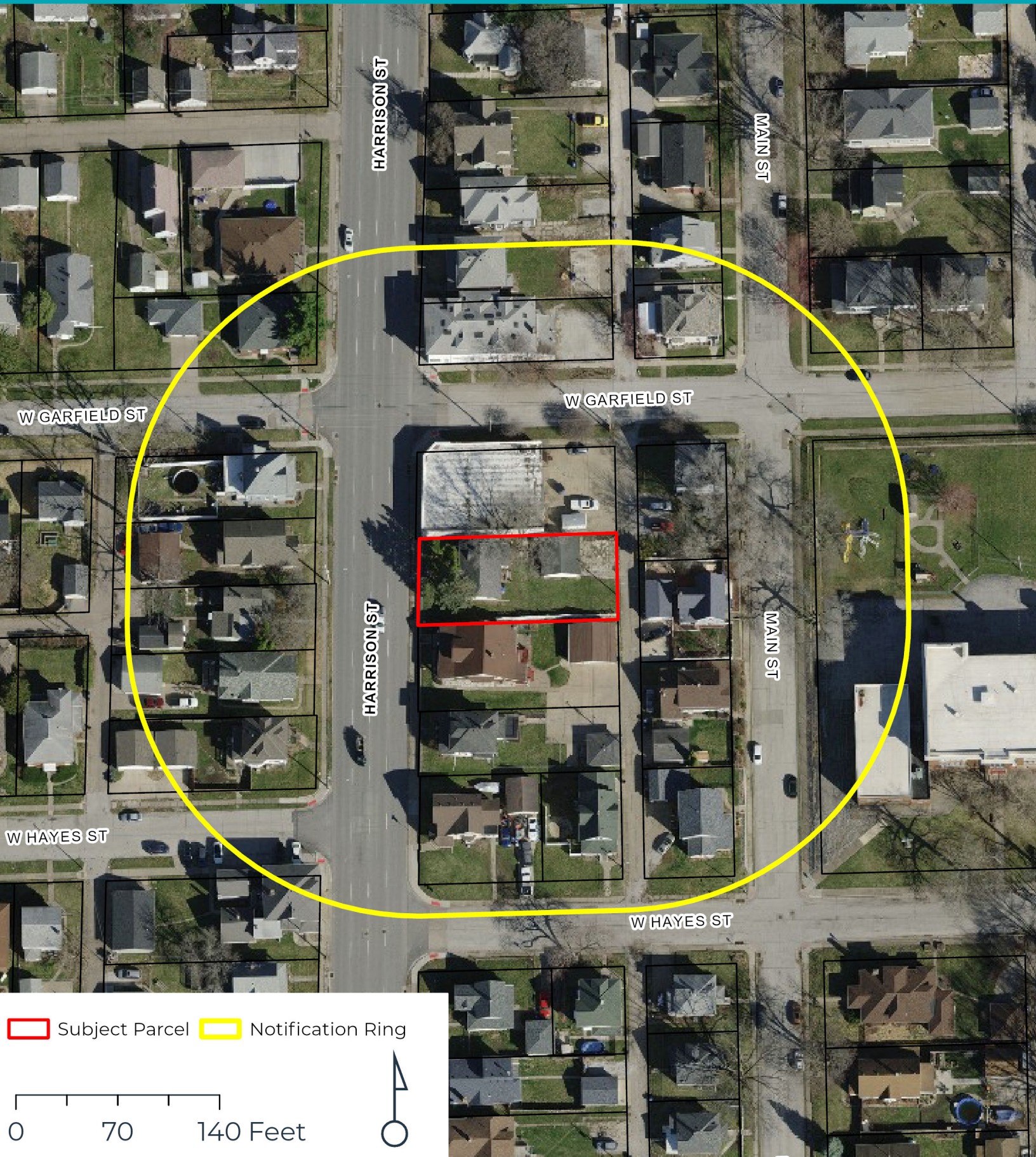




DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Public Notification | Case REZ26-05

Request of Rooted Counseling Center PLLC to
rezone 2721 North Harrison Street from R4-C
Single-Family and Two Family Central Residential
District to C-T Commercial Transitional Zoning
District [Ward 7]



Subject Parcel Notification Ring

0 70 140 Feet



Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7]





DAVENPORT

DEVELOPMENT &
NEIGHBORHOOD SERVICES

Zoning Map | Case REZ26-05

Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7]



City of Davenport

Department: Development & Neighborhood Services

Contact Info: Matthew Reu | 563-888-2221

Action / Date

6/16/2026

Subject:

Case REZ26-05: Request of Rooted Counseling Center, PLLC to rezone 2721 North Harrison Street from R-4C Single-Family and Two-Family Central Residential District to C-T Commercial Transitional Zoning District. [Ward 7]

Recommendation:

Staff recommends Case REZ26-05 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General and Urban Corridor.
2. The proposed zoning map amendment to C-T Commercial Transitional District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates minor nonconformities.

Background:

The subject property is zoned R-4C Single Family and Two-Family Central Residential District. The site is currently a single-family home. The purpose of the rezoning to C-T Commercial Transitional District is to open a psychology counseling office in the existing structure and install signage for the proposed business. The applicant is proposing a Zoning Map Amendment because their plan exceeds the regulations for home-based businesses.

Why is a Zoning Map Amendment Required?

The City does not allow commercial business to operate in a residential district unless it can comply with the City's and State's regulations for home-based business. State of Iowa Code 414.33 states that a city shall not prohibit a no-impact home-based business. However, the city can establish reasonable regulations for home-based businesses (aka zoning and licensing regulations). Staff believe that the applicant does not meet the standards for home-based business or no-impact home-based business due to the applicant's desire for a sign and the structure will not be a home for the applicant. The following briefly describes the State's regulations for home-based business and the City's ordinance.

IA Code 414.33: No-impact home-based business applies to businesses of the following traits:

1. Total number of onsite employees and clients do not exceed occupancy limit for the residential property.
2. The activities are characterized as:
 - a. Limited to the sale of lawful goods and services

- b. Activities do not generate on-street parking or a substantial increase in traffic through the residential area.
- c. Activities occur inside the residential dwelling or in the yard of the residential property.
- d. The activities are not visible from an adjacent property or street.

Staff believe the proposed psychology office will not meet no-impact home-based business. The proposed psychology office will increase traffic through the residential area, generate off-street parking, and a sign will be visible from the street and alley.

The City of Davenport permits and regulates home businesses through Title 17 Zoning, 17.09.030.L Home Occupation. The following list some of the ordinances that would hamper the proposal should it be a home-based business.

- 1. Home occupations are permitted in any dwelling unit as an accessory use provided that this use is clearly incidental and secondary to the primary use of the dwelling for residential purposes and does not change the character of the dwelling unit or adversely affect the surrounding residential district of which it is a part.
- 2. A member or members of the immediate family occupying the dwelling and no more than one person who is not a resident member of the immediate family may be in the home at any given time to work in connection with the home occupation.
- 3. Home occupations of an office or service-related businesses with client visits are limited to one client at a time per home occupation in the structure.
 - a. For purposes of this section, client means one or more persons meeting with for the office or service-related business home occupation.
 - b. For the purposes of this section, client does not mean regular meetings of sales associates or a similar category of employee. No alteration of the principal building may be made that changes the residential character of that dwelling.
- 4. No alteration of the principal building may be made that changes the residential character of that dwelling. Displays or activities that indicate from the exterior that the structure is being used, in part, for any purpose other than that of a residence are prohibited.

8. The home occupation cannot create greater vehicular or pedestrian traffic than is average for a residential area. The home occupation and any related activity must not create any traffic hazards or nuisances in public rights-of-way.

In summary, the Applicant's proposal does not fit the character of a home-based business and is therefore proposing a Zoning Map Amendment to C-T. The applicant does not fit the character because of their desire for a sign and to have the primary use as a business and not a home.

Comprehensive Plan:

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

Future Land Use Designation:

The subject property is currently designated as a part of a Commercial Node along an Urban Corridor in the Davenport +2035 Future Land Use Map.

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

Zoning:

1. **R-4C Single Family and Two-Family Central Residential District:** The R-4C Single-Family and Two-Family Central Residential Zoning District is intended to preserve and protect Davenport's dense, centrally located, established urban residential neighborhoods. Standards of the R-4C District are intended to ensure that new development is complementary to the existing developed character of these neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-4C District.
2. **C-T Commercial Transitional Zoning District:** The C-T Commercial Transitional Zoning District is intended to accommodate low-intensity limited office, service, and retail uses that may serve as a transition between residential areas and more intensely developed commercial or light industrial areas of the City. Low intensity mixed-use is allowed.

Technical Review:

Approval Standards for Map Amendments (Chapter 17.14.040)

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

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

Staff Response: The property is designated as a Residential General (RG) and an Urban Corridor

(UC) in the Davenport +2035 Land Use Plan. The combination of land use categories is intended to (1) cluster more intense uses along intersection of major streets and (2) establish mixed-use development adjacent to residential neighborhoods. UC are generally built-out, vary in character across the city, and change slowly over time. Harrison Street is a busy corridor. Staff do not believe an amendment to the Comprehensive Plan is required. It is staff's opinion that the proposed rezoning to C-T Commercial Transitional is consistent with the Comprehensive Plan.

The compatibility with the zoning of nearby property.

Staff Response: The following zoning districts abut the subject property:

1. North: C-T Commercial Transitional District
2. South: R-4C Single-Family and Two-Family Central Residential District
3. East: R-4C Single-Family and Two-Family Central Residential District
4. West: R-4C Single-Family and Two-Family Central Residential District

Rezoning the subject property to C-T Commercial Transitional District continues compatibility with the businesses in the north and surrounding residential homes. The intersection of Garfield Street and Harrison Street functions as an established neighborhood-scale commercial node, characterized by low-intensity commercial development serving nearby residents. Expanding the C-T District at this location is not anticipated to create adverse land use impacts or conflicts with adjacent properties, as the proposed zoning classification is intended to provide an appropriate transition between commercial and residential uses. It is staff's opinion that the proposed zoning map amendment is compatible with the existing development pattern and character of the surrounding commercial corridor and neighborhood.

The compatibility with established neighborhood character.

Staff Response: The established character consists of a small commercial node and single-family homes. The applicant proposes to operate an office in the existing single-family home. The change of use requires a 15-foot landscaping buffer along the south property line. It is staff's opinion that the proposed zoning map amendment does not change the established neighborhood character.

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

Staff Response: The applicant is requesting a zoning map amendment to permit a low-intensity commercial use on the property. The proposed psychology office would require minimal site modifications and would serve as an appropriate transitional use between the surrounding single-family residential neighborhood and nearby commercial development. Access to the site and customer parking would be provided from the alley, minimizing impacts on adjacent residential streets. Due to the nature and scale of the proposed use, staff anticipates only limited increases in traffic, noise, or other activity levels. As such, staff finds that the proposed rezoning would not adversely affect the public health, safety, or welfare of the surrounding neighborhood and would be compatible with the character of the area.

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

Staff Response: The property is presently zoned R-4C Single-Family and Two-Family Residential District. The current zoning district prohibits commercial activity as the principal use. Any commercial activity in the R-4C district is an accessory to the principal use, also called a home business. Rezoning the subject property will enable commercial activity to become the primary use. It is staff's opinion that the proposed zoning map amendment will enable the property to be developed in a manner consistent with the adjacent development.

The extent to which the proposed amendment creates nonconformities.

Staff Response: If rezoned to C-T Commercial Transitional District, the 0.2-acre property would be unable to conform to the district dimensional standards. The subject property would be nonconforming in its minimum lot area of 10,000 square feet and district setbacks. Uses in C-T do not require parking. The applicant intends to utilize the existing detached garage for parking as well as repaving the concrete driveway for additional patient parking spaces. New parking facilities shall conform to the 2019 Zoning Ordinance. It is the staff's opinion that the proposed zoning map amendment will create minor nonconformities on the subject property. Staff determined that no conditions need be applied to rectify the nonconformities.

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of the May 18th neighborhood meeting and the June 2nd Plan and Zoning Commission Public Hearing. The neighborhood meeting was held at the subject property. Five members of the public attended the neighborhood meeting. Neighbors asked about the use of the property and parking for customers. To date, no written comments or formal protest petitions have been submitted. Staff will apprise the Commission of any additional correspondence at the June 16th Plan and Zoning Commission meeting.

Attachments:

1. Maps
2. Public Notice
3. Application



NEIGHBORHOOD MEETING NOTICE

To: All property owners within 200 feet of 2721 North Harrison Street

Committee of the Whole Meeting

Date: 7/01/2026

Time: 5:30 PM

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

What is this About?

This notice is being sent to inform you that a public hearing at the next Committee of the Whole meeting will be held for a request to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District. The rezoning is proposed to facilitate the development of a counseling center in the existing house on 2721 North Harrison Street. The rezoning is proposed to allow the owner to erect signage on the building and expand parking onsite.

Requests/Case Descriptions:

Case REZ26-05: Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7].

Plan and Zoning Commission Recommendation:

At its June 16, 2026 meeting, the Plan and Zoning Commission recommended Case REZ26-05 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General and Urban Corridor.
2. The proposed zoning map amendment to C-T Commercial Transitional District is compatible with the zoning of nearby property.
3. The request maintains compatibility with the established neighborhood character.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed map amendment creates minor nonconformities.

Would You Like to Submit an Official Comment?

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

All documents related to the meeting (agenda included) are at "Meeting Minutes and Agendas": https://www.davenportiowa.com/government/meeting_minutes_agendas

Do You Have Any Questions?

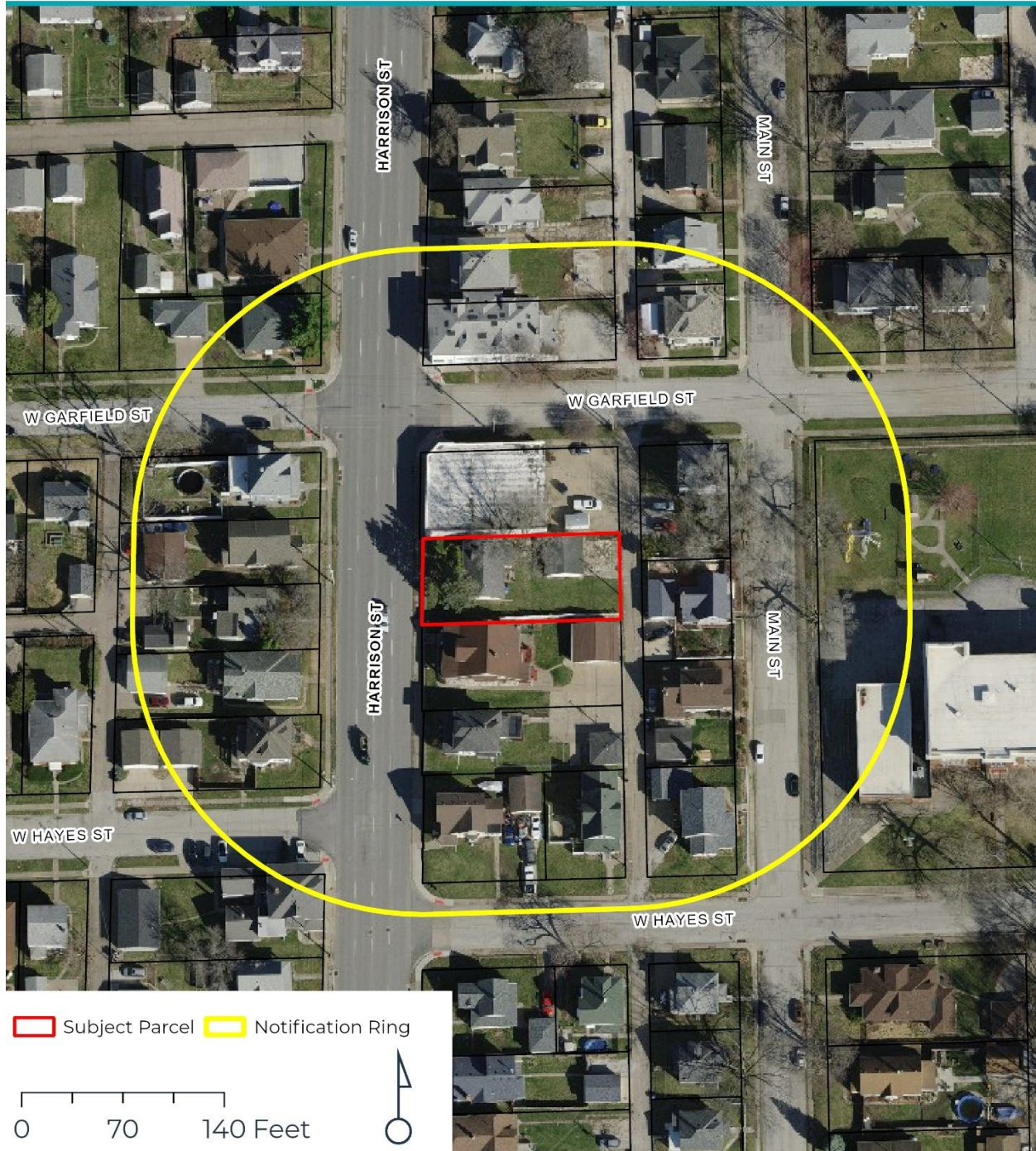
If you have any questions or if accommodations are needed for any reason, please contact the Development and Neighborhood Services Department at planning@davenportiowa.com or 563-326-6198. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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



Public Notification | Case REZ26-05

Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7]





NEIGHBORHOOD MEETING NOTICE

To: All property owners within 200 feet of 2721 North Harrison Street

Neighborhood Meeting

Date: 5/18/2026

Time: 5:30 PM

Location: 2721 North Harrison Street

What is this About?

This notice is being sent to inform you that a neighborhood meeting will be held for a request to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District. The rezoning is proposed to facilitate the development of a counseling center in the existing house on 2721 North Harrison Street. The rezoning is proposed to allow the owner to erect signage on the building and expand parking onsite.

The applicant is required to host a neighborhood meeting to address concerns of their neighbors. All stakeholders, property owners, tenants, business owners, and more are invited to 2721 North Harrison Street to discuss with the owner about the proposed changes.

Requests/Case Descriptions:

Case REZ26-05: Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7]

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

The Plan and Zoning Commission will hold a formal public hearing at their meeting on June 02, 2026. You will receive a notice of the Plan and Zoning Commission public hearing. For the specific dates and times of subsequent meetings, please contact the Development & Neighborhood Services Department.

Would You Like to Submit an Official Comment?

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

All documents related to the meeting (agenda included) are at "Meeting Minutes & Agendas": https://www.davenportiowa.com/government/meeting_minutes_agendas

Do You Have Any Questions?

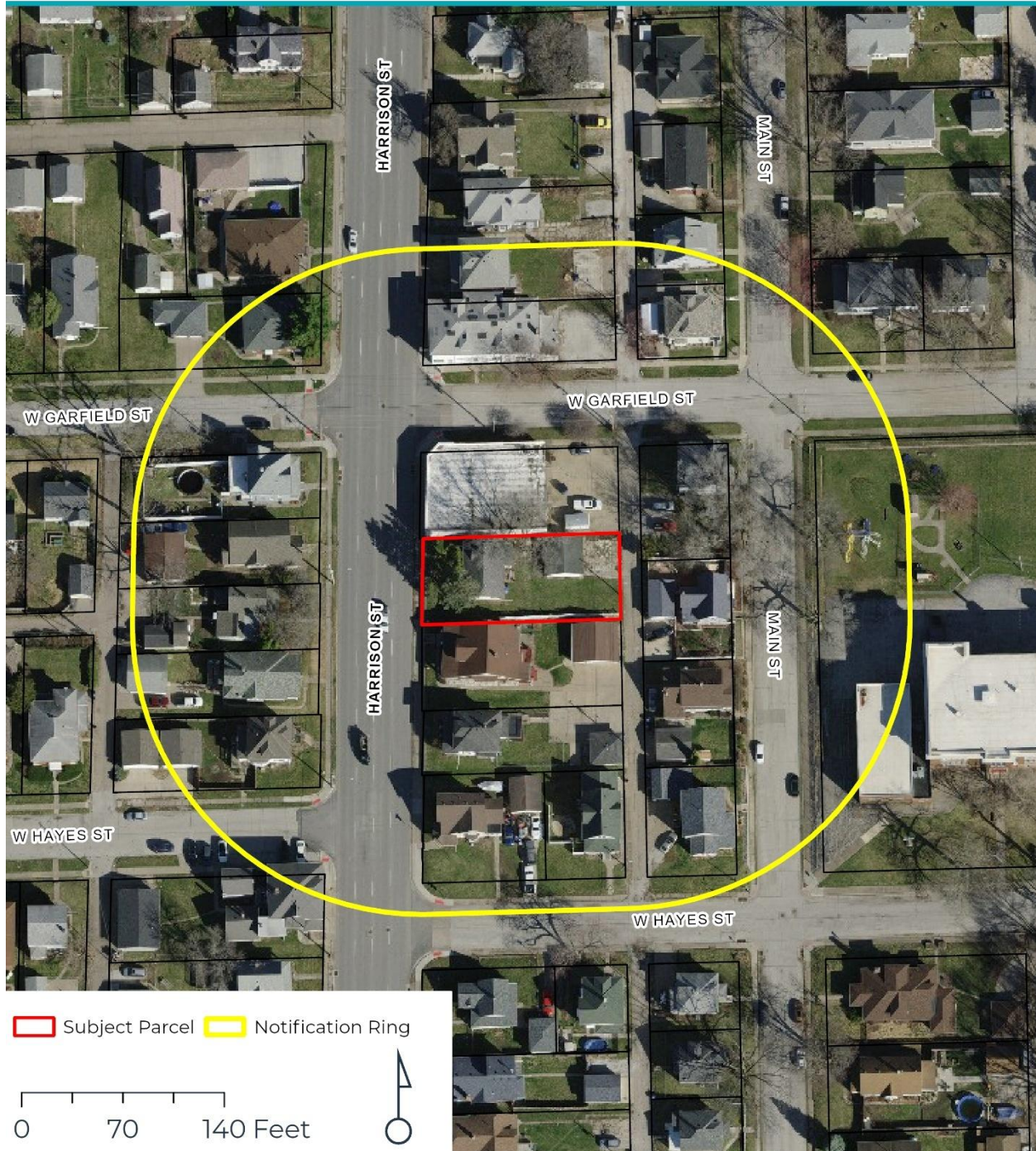
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Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested in verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com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



Public Notification | Case REZ26-05

Request of Rooted Counseling Center PLLC to rezone 2721 North Harrison Street from R4-C Single-Family and Two Family Central Residential District to C-T Commercial Transitional Zoning District [Ward 7]



City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution approving Case F26-08 being the request of 53rd Luxury LLC for a final plat of Speer Commercial Park 3rd Addition, a 5-lot subdivision on 28.3 acres located at 1777 East 53rd Street. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

The subject property consists of approximately 28.30 acres located south of East 53rd Street and west of Eastern Avenue. The western portion of the site is the Audi, Volkswagen, and Mercedes-Benz automobile dealerships. The eastern portion of the property is currently under development as a new automotive dealership campus that will accommodate Kia, Hyundai, and Lexus.

The final plat creates five commercial lots ranging in size from approximately 3.47 acres to 10.87 acres. Access is provided from East 53rd Street and Eastern Avenue through a system of shared access drives and easements. The plat establishes the lot configuration necessary to support the existing and planned dealership operations while providing for shared access, utilities, drainage facilities, and stormwater management infrastructure.

Plan and Zoning Commission Recommendation

The Plan and Zoning Commission reviewed Case F26-08 at its June 30, 2026, meeting and recommended approval subject to the listed findings and conditions.

Findings

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

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Add the following note to the plat: "The property is zoned C-3 General Commercial District and is subject to the conditions established by Ordinance No. 2023-436."
4. Add the following note to the plat: "Development of the platted area shall be in compliance with the approved Special Use Permit on file with the City of Davenport."
5. Provide the City with Maintenance and Repair Agreements for all shared access drives

and storm sewer infrastructure.

6. Dedication and acceptance of the sanitary sewer infrastructure shall be completed prior to recording of the final plat.
7. Include final wetland delineation extents on the final plat.

The June 30, 2026, Plan and Zoning Commission staff report is attached.

Attachments:

1. Resolution
2. Final Plat
3. Platting Exhibit
4. Maps
5. Plan & Zoning Commission Staff Report
6. Ordinance No. 2023-436
7. Application

Resolution No. _____

Resolution offered by Alderman Lienen.

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

RESOLUTION approving Case F26-08 being the request of 53rd Luxury LLC for a final plat of Speer Commercial Park 3rd Addition, a 5-lot subdivision on 28.3 acres is located at 1777 East 53rd Street.

WHEREAS, the Plan and Zoning Commission reviewed Case F26-08 at its June 30, 2026, meeting and recommended approval subject to the listed findings and conditions:

Findings

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

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Add the following note to the plat: "The property is zoned C-3 General Commercial District and is subject to the conditions established by Ordinance No. 2023-436."
4. Add the following note to the plat: "Development of the platted area shall be in compliance with the approved Special Use Permit on file with the City of Davenport."
5. Provide the City with Maintenance and Repair Agreements for all shared access drives and storm sewer infrastructure.
6. Dedication and acceptance of the sanitary sewer infrastructure shall be completed prior to recording of the final plat.
7. Include final wetland delineation extents on the final plat; and

WHEREAS, the conditions will be added to the plat and/or provided.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the final plat of Speer Commercial Park 3rd Addition to the City of Davenport, Iowa, being a part of Lot 1, Speer Commercial Park 1st Addition, recorded in file number 2018-00032090, and a part of Lot 1 and Outlot A, Speer Commercial Park 2nd Addition, recorded in file number 2023-00001524, City of Davenport, Scott County, Iowa, be and the same is hereby approved and accepted; and the dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City; and

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

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

SPEER COMMERCIAL PARK 3RD ADDITION

FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
Tim Forinash
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
tforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
Lot 1, Speer Commercial Park 1st Addition
Lot 1, Speer Commercial Park 2nd Addition
Outlot A, Speer Commercial Park 2st Addition

REQUESTED BY:
53rd Luxury LLC

GENERAL NOTES

- THE PROPERTY IS ZONED C-3 GENERAL COMMERCIAL DISTRICT AND IS SUBJECT TO THE CONDITIONS ESTABLISHED BY ORDINANCE NO. 2023-4365. THE FOLLOWING CONDITIONS SHALL APPLY TO ALL LOTS WITHIN THIS PLAT:
 - A TRAFFIC STUDY SHALL BE REQUIRED PRIOR TO APPROVAL OF ANY DEVELOPMENT. ANY TRAFFIC SAFETY MEASURES INSTALLED AS A RESULT OF THE DEVELOPMENT OF THE SUBJECT PROPERTY SHALL BE INSTALLED AT THE DEVELOPERS EXPENSE.
 - A BUFFER YARD SHALL BE ESTABLISHED COMMENSURATE WITH THE DEPTH OF THE ESTABLISHED BUFFER YARD TO THE WEST OF THE SUBJECT PROPERTY ALONG THE NORTH PROPERTY LINE OF THE STONE GATE DEVELOPMENT.
 - WITH ANY NON-RESIDENTIAL USE DEVELOPMENT SOUTH OF THE NORTHERN BOUNDARY OF THE STONE GATE DEVELOPMENT EXTENDED, A FIFTY-FOOT BUFFER YARD SHALL BE ESTABLISHED AS REQUIRED BY CODE. ANY MULTIFAMILY DEVELOPMENT SHALL PROVIDE BUFFER YARDS AS REQUIRED BY CODE.
 - THE BUFFER YARD SHALL BE LANDSCAPED WITH A DENSITY COMMENSURATE TO THE ESTABLISHED BUFFER YARD TO THE WEST OF THE SUBJECT PROPERTY. IF THE MINIMUM LANDSCAPING REQUIRED BY CODE IS INSTALLED, A CERTIFICATE OF OCCUPANCY MAY BE GRANTED VIA PERFORMANCE BOND FOR THE REMAINING LANDSCAPING WHICH MUST BE INSTALLED WITH THE NEXT GROWING SEASON.
 - LIGHTING SHALL CONSIST OF LED DARK SKY COMPLIANT FIXTURES NOT HIGHER THAN THIRTY-FIVE FEET. THE LEVEL OF LIGHTING SHALL BE REDUCED TO A LEVEL NECESSARY TO PROVIDE SECURITY LIGHTING ONLY WITHIN ONE HALF-HOUR AFTER OF THE CLOSE OF BUSINESS.
 - ROUTINE USE OF PA SYSTEMS OR SIMILAR DEVICES OUTSIDE OF BUILDINGS ON THE PROPERTY SHALL NOT BE PERMITTED.
 - CAR WASHES ON THE PROPERTY SHALL NOT BE LOCATED CLOSER THAN ONE-HUNDRED TWENTY-FIVE FEET FROM RESIDENTIAL DISTRICTS, AND OPERATE ONLY WHEN THE DEALERSHIP IS OPEN FOR BUSINESS.
 - BILLBOARDS SHALL BE PROHIBITED.
 - IN ADDITION TO ANCILLARY AUTO DEALER USES GRANTED IN THE C-3 DISTRICT BY SPECIAL USE, ONLY C-3 USES WHICH ARE ALLOWED IN THE C-T COMMERCIAL TRANSITIONAL ZONING DISTRICT ARE PERMITTED SOUTH OF THE NORTHERN BOUNDARY OF THE STONE GATE DEVELOPMENT EXTENDED.
- DEVELOPMENT OF THE PLATTED AREA SHALL BE IN COMPLIANCE WITH THE APPROVED SPECIAL USE PERMIT ON FILE WITH THE CITY OF DAVENPORT.
- THE ZONING BOARD OF ADJUSTMENTS APPROVED CASE SU25-03 AT ITS MARCH 13, 2025 MEETING, SUBJECT TO THE FOLLOWING CONDITIONS:
 - THE EXTENT OF SUBMITTED SITE PLAN WITH THE MARCH 2025 APPLICATION SHALL BE BINDING; ANY CHANGES DEEMED A MODIFICATION SHALL BE SUBJECT TO SPECIAL USES § 17.14.50; PRIOR TO OCCUPANCY FULL SITE PLAN REVIEW SHALL BE APPROVED THROUGH THE E-PALN SYSTEM;
 - THE USE OF FLAGS/PENANTS/TINSEL/BALLOONS SHALL BE PROHIBITED;
 - ALL CONDITIONS OF REZ23-03 COUNCIL ORDINANCE 2023-436 SHALL REMAIN IN FULL FORCE AND EFFECT, INCLUDING THE LOCATION OF THE CAR WASH FACILITY AT LEAST 125' FROM RESIDENTIAL ZONING DISTRICTS, AND THE STIPULATED BUFFER YARD ALONG THE SOUTH PROPERTY LINE, BILLBOARD PROHIBITION, AND DARK SKY COMPLIANT LIGHT FIXTURES; AND SHOULD COMPLAINTS ARISE DUE TO NON-COMPLIANCE OF CONDITIONS A REHEARING OF THE SPECIAL USE SHALL BE SCHEDULED PER DAVENPORT MUNICIPAL CODE SPECIFICATIONS FOR BOARD OF ADJUSTMENTS; AND
 - SHOULD THE OWNERSHIP NO LONGER BE AFFILIATED WITH A FRANCHISED AUTO DEALERSHIP, THE SPECIAL USE SHALL BE REVIEWED REGARDING THIS CHANGE BY THE ZONING BOARD OF ADJUSTMENTS.

LEGEND

FEATURES

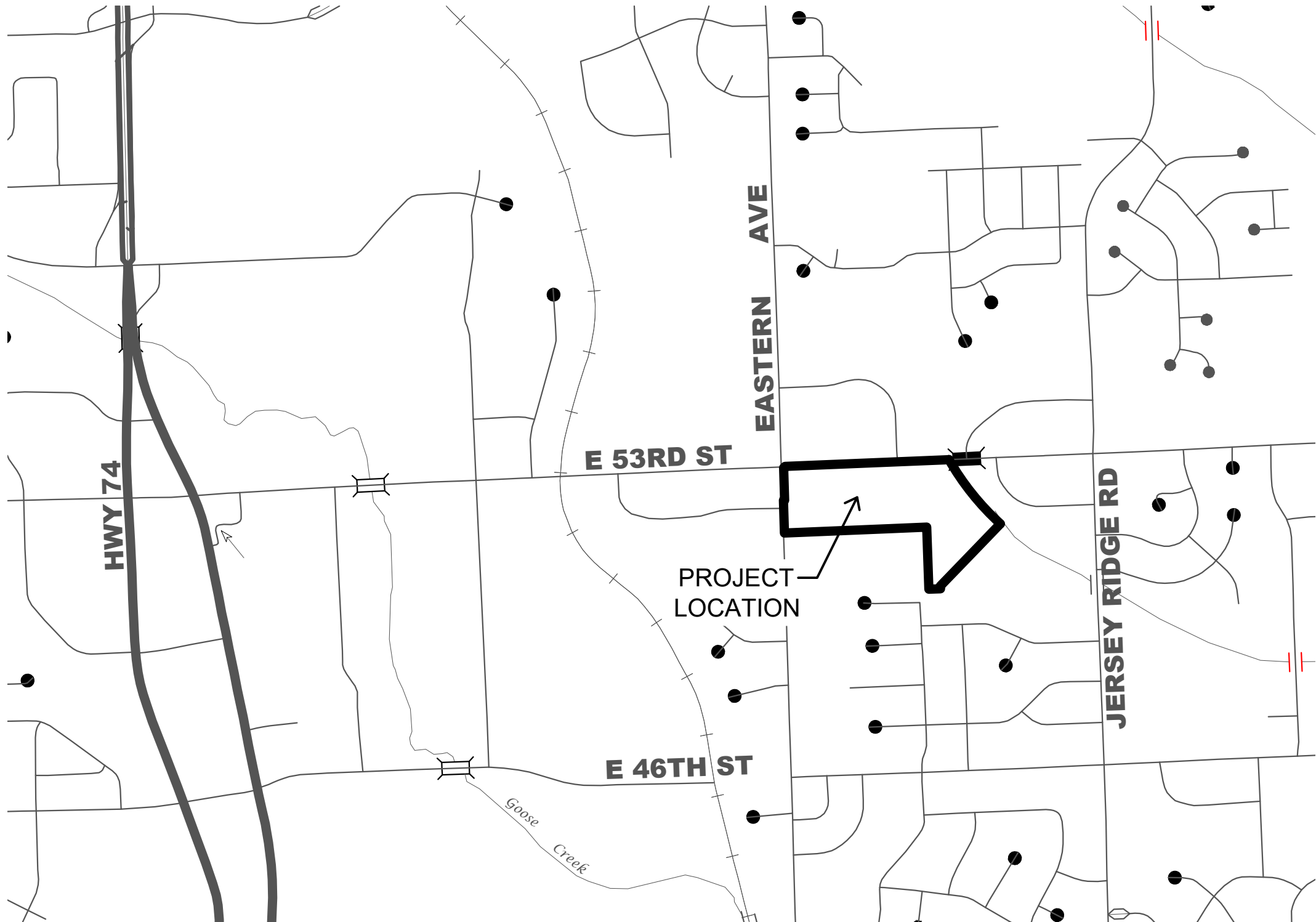
PLSS Section Corner
Land Survey Monument
(1/2" Rebar, Pink Cap # 26175
Unless Otherwise Noted)
R.O.W. Rail
Centerline Reference Monument
(Cut "X", Unless Otherwise Noted)
Calculated Corner
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Yellow Plastic Cap
Red Plastic Cap
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

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VICINITY MAP

DAVENPORT, IOWA

PROPERTY DESCRIPTION

A PART OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION, RECORDED IN FILE NUMBER 2018-00032090, AND A PART OF LOT 1 AND OUTLOT A, SPEER COMMERCIAL PARK 2ND ADDITION, RECORDED IN FILE NUMBER 2023-00001524, CITY OF DAVENPORT, SCOTT COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION; THENCE SOUTH 44°02'11" WEST ALONG THE SOUTHERLY LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION, A DISTANCE OF 780.37 FEET TO THE EASTERLY LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION; THENCE SOUTH 01°55'33" EAST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION; THENCE SOUTH 88°04'27" WEST ALONG THE SOUTHERLY LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION, A DISTANCE OF 105.10 FEET TO THE SOUTHWEST CORNER OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION; THENCE NORTH 1°51'16" WEST ALONG THE WEST LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION, A DISTANCE OF 560.51 FEET TO THE NORTHEAST CORNER OF LOT 21, STONE GATE EAST ADDITION, RECORDED IN FILE NUMBER 2011-00006813; THENCE SOUTH 87°38'58" WEST ALONG THE SOUTH LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION AND THE SOUTH LINE OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION, A DISTANCE OF 1,288.38 FEET TO THE SOUTHWEST CORNER OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 1°42'58" WEST ALONG THE WEST LINE OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION, A DISTANCE OF 293.83 FEET TO THE NORTHWESTERLY LINE OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 42°57'33" EAST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 16.81 FEET TO THE NORTH LINE OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION; THENCE NORTH 87°38'04" EAST ALONG THE NORTH LINE OF LOT 1, SPEER COMMERCIAL PARK 1ST ADDITION AND THE NORTH LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION, A DISTANCE OF 1,483.10 FEET TO THE NORTHEAST CORNER OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 1, SPEER COMMERCIAL PARK 2ND ADDITION AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2,400 FEET, WHOSE LENGTH IS 748.42 FEET AND WHOSE CHORD BEARS SOUTH 38°41'13" EAST, 748.39 FEET TO THE POINT OF BEGINNING, CONTAINING 28.30 ACRES (1,232,939 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

OCTOBER 24, 2023

PROPERTY ADDRESS

1777, 1911, 1915, 2021, 2131 & 2135 53RD STREET
DAVENPORT, IA 52807

PROPERTY OWNER

53RD LUXURY LLC

AREA SUMMARY

28.30 ACRES (1,232,939 S.F.)

ZONING

C-3: GENERAL COMMERCIAL

BULK REGULATIONS

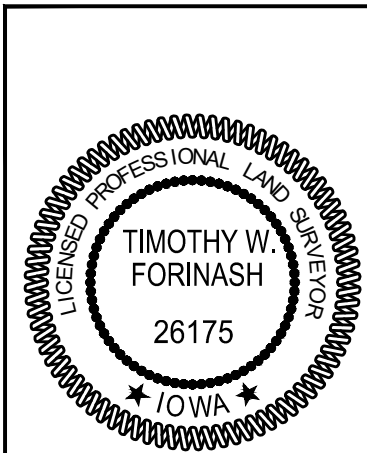
FRONT YARD SETBACK: 25 FEET
SIDE YARD SETBACK: 10 FEET UNLESS ABUTTING A RESIDENTIAL DISTRICT THEN 20 FEET
REAR YARD SETBACK: 10 FEET UNLESS ABUTTING A RESIDENTIAL DISTRICT THEN 20 FEET
MAXIMUM HEIGHT: 55 FEET

SURVEYOR NOTES

- BASIS OF BEARING IS IOWA REGIONAL COORDINATE SYSTEM ZONE 11.
- SITE WAS UNDER CONSTRUCTION AT THE TIME OF FINAL PLATTING.

APPROVAL SIGNATURES

MAYOR	DATE:
CITY CLERK	DATE:
CHAIRMAN OF PLAN & ZONING COMMISSION	DATE:
CENTURYLINK	DATE:
IOWA AMERICAN WATER COMPANY	DATE:
MEDIACOM	DATE:
MIDAMERICAN ENERGY	DATE:
METRONET	DATE:



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.

Timothy W. Forinash, PLS
Date
License Number 26175
My License Renewal Date is December 31, 2027
Pages or sheets covered by this seal:

SPEER COMMERCIAL PARK 3RD ADDITION

FINAL PLAT

DAVENPORT, SCOTT COUNTY, IOWA

SNYDER & ASSOCIATES, INC. I



Project No: 123.0435.010

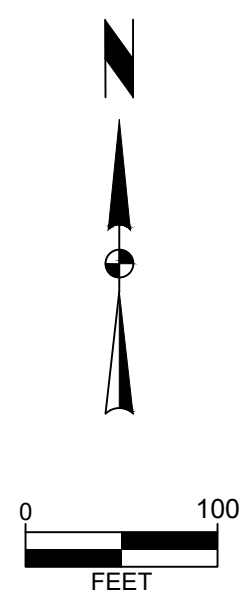
Sheet 1 OF 4

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 123.0435.010

Sheet 1 OF 4

V:\Projects\2023\123.0435_Spear3rd_Overall\Sheet.dwg JSTROM 22X34 EXHIBIT L 2026/06/29 2:22 PM ANSI FULL BLEED D (34.00 X 22.00 INCHES)



LINE TABLE		
LINE #	BEARING	DIST. (FT)
L1 M&R	S88°04'27"W	105.10'
L2 M&R	S01°55'33"E	25.00'
L3	N88°17'02"E	10.50'
L4	N42°57'33"E	16.81'

SPEER COMMERCIAL PARK 3RD ADDITION

FINAL PLAT

SNYDER & ASSOCIATES, INC.

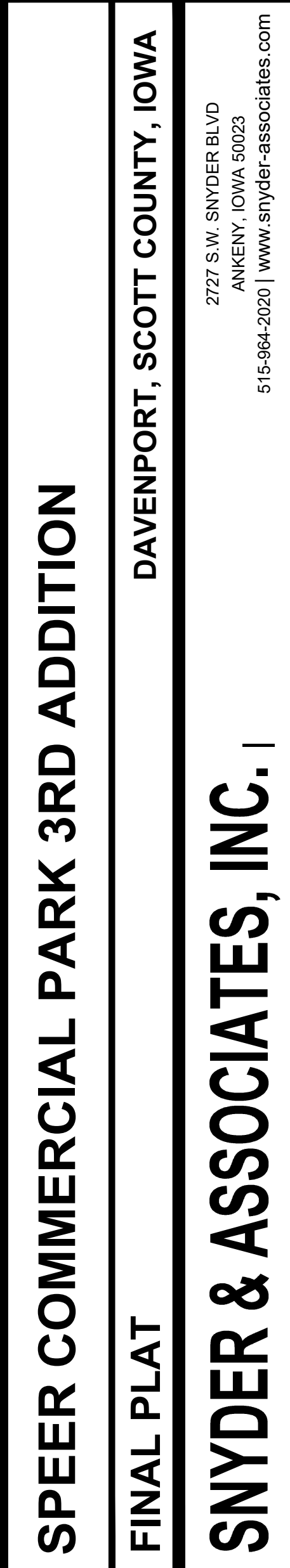
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Sheet 2 OF 4



Project No: 123.0435.010

Sheet 2 OF 4

[illegible]

DETAIL "A"

N87°38'04"E 93.90'

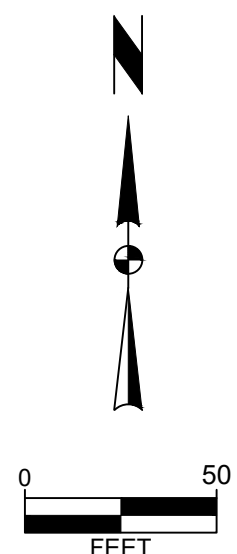
S22°15'4"E 88.99'

S22°15'4"E 119.99'

L18

30' Sanitary Sewer Easement

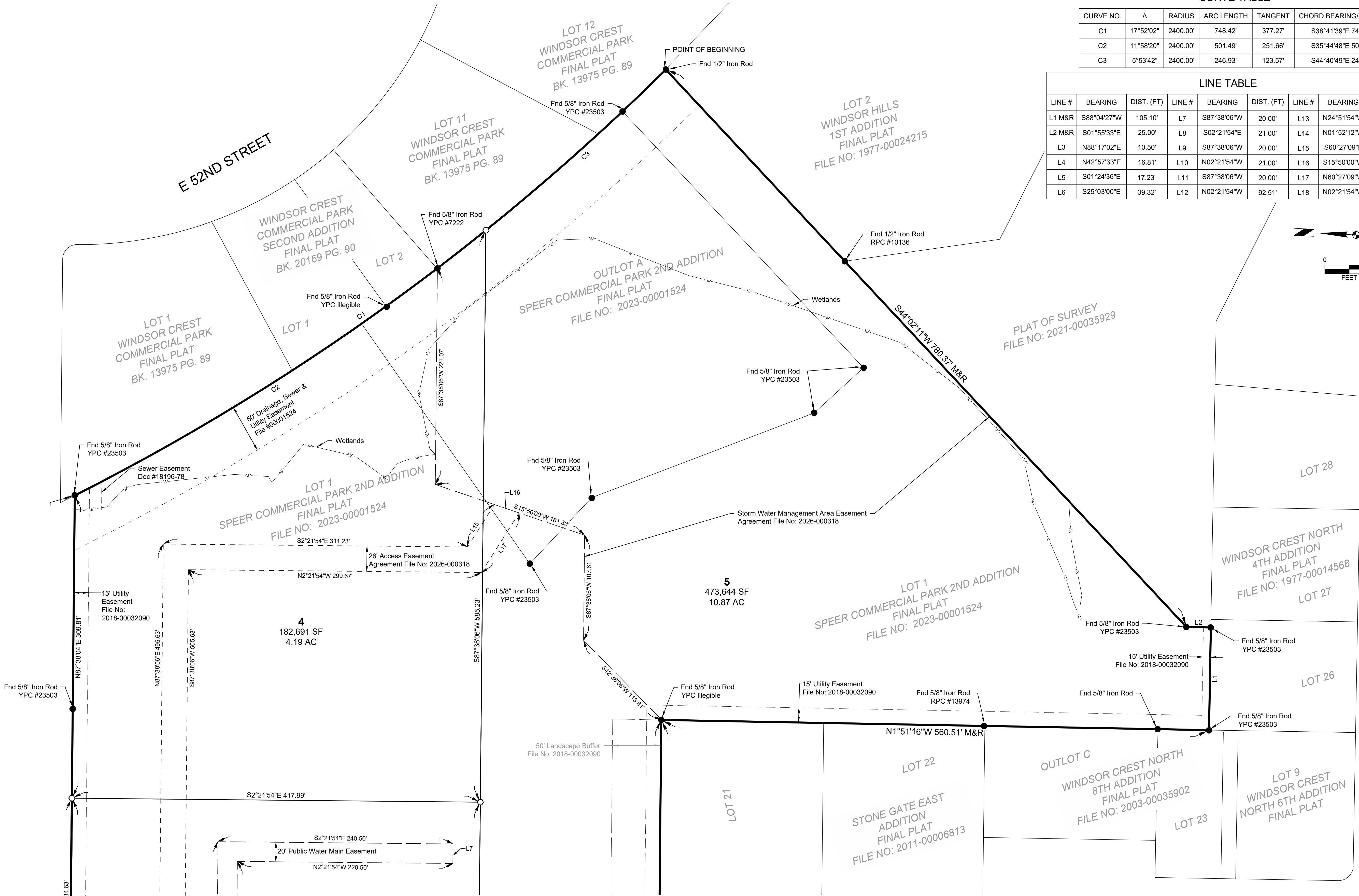
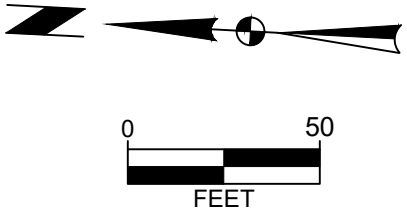
26' Access Easement



SPEER COMMERCIAL PARK 3RD ADDITION
FINAL PLAT

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	17°52'02"	2400.00'	748.42'	377.27'	S38°41'39"E 745.39'
C2	11°58'20"	2400.00'	501.49'	251.66'	S35°44'48"E 500.58'
C3	5°53'42"	2400.00'	246.93'	123.57'	S44°40'49"E 246.82'

LINE TABLE								
LINE #	BEARING	DIST. (FT)	LINE #	BEARING	DIST. (FT)	LINE #	BEARING	DIST. (FT)
L1 M&R	S88°04'27"W	105.10'	L7	S87°38'06"W	20.00'	L13	N24°51'54"W	39.36'
L2 M&R	S01°55'33"E	25.00'	L8	S02°21'54"E	21.00'	L14	N01°52'12"W	21.12'
L3	N88°17'02"E	10.50'	L9	S87°38'06"W	20.00'	L15	S60°27'09"E	51.49'
L4	N42°57'33"E	16.81'	L10	N02°21'54"W	21.00'	L16	S15°50'00"W	26.76'
L5	S01°24'36"E	17.23'	L11	S87°38'06"W	20.00'	L17	N60°27'09"W	72.27'
L6	S25°03'00"E	39.32'	L12	N02°21'54"W	92.51'	L18	N02°21'54"W	116.99'



SPEER COMMERCIAL PARK 3RD ADDITION

FINAL PLAT

DAVENPORT, SCOTT COUNTY, IOWA

SNYDER & ASSOCIATES, INC. I



Project No: 123.0435.010

Sheet 4 OF 4

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 123.0435.010

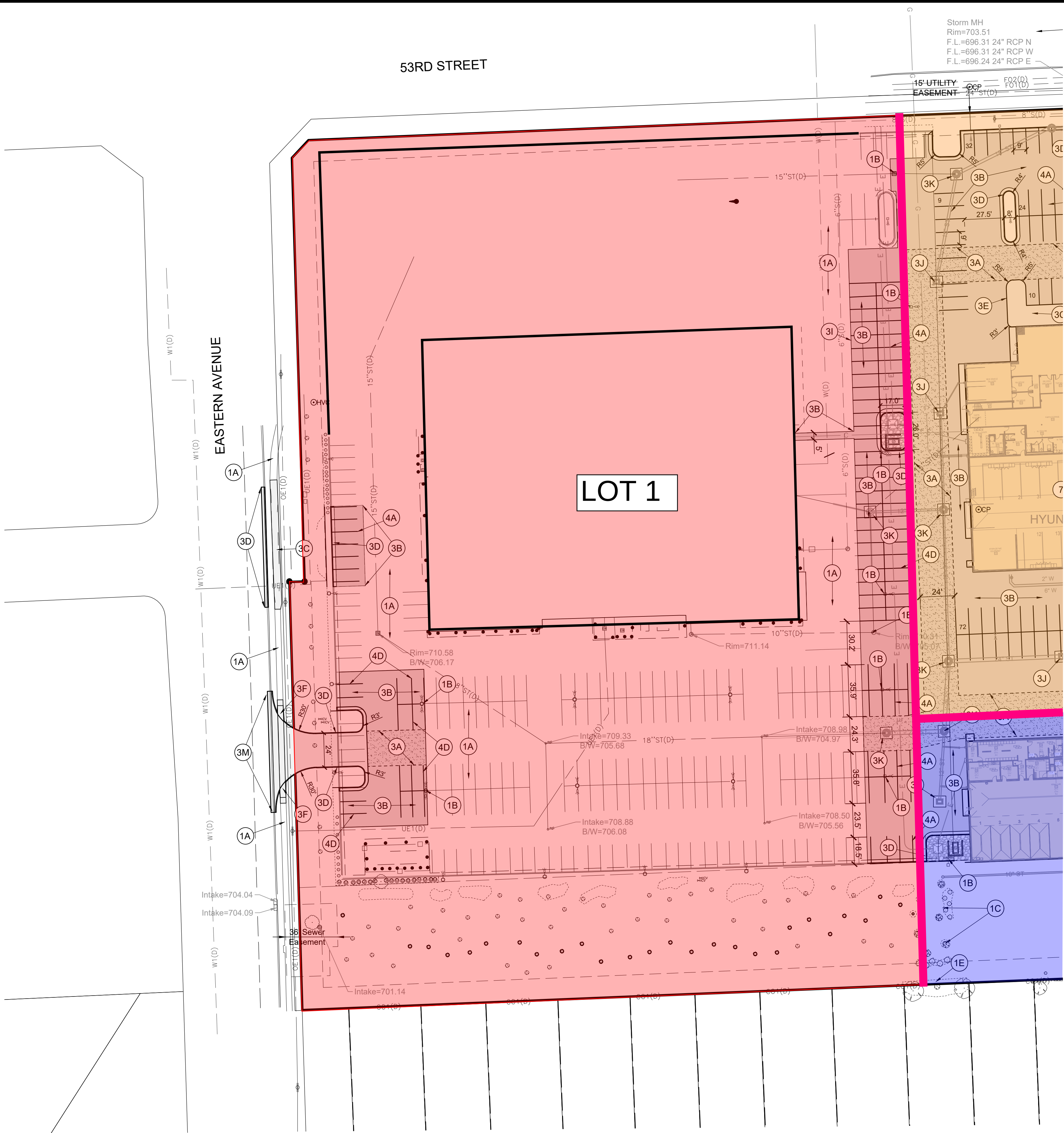
Sheet 4 OF 4

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DIMENSION PLAN CONSTRUCTION NOTES

- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - PAVEMENTS TO REMAIN.
 - PROTECT EXISTING UTILITIES. COORDINATE ANY NECESSARY RELOCATIONS OR ADJUSTMENTS WITH OWNER AND UTILITY PROVIDER PRIOR TO CONSTRUCTION. ADJUSTMENTS OF UTILITY APPURTENANCE TO FINISH GRADES IS CONSIDERED INCIDENTAL TO THE PROJECT.
 - PROTECT EXISTING TREES.
 - PROTECT EXISTING FENCE.
 - PROTECT EXISTING BRICK EDGING.
 - PROTECT EXISTING RIP RAP.
- SEE SHEET C200 FOR DEMOLITIONS.
- PAVEMENTS, PROVIDE THE FOLLOWING:
 - DRIVES AND TRUCK LANE, 8" DEPTH HMA PAVEMENT ON 6" DEPTH MODIFIED SUBBASE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
 - DRIVES AND PARKING, 5" DEPTH HMA ON 6" DEPTH MODIFIED SUBBASE COMPACTED TO 95% STANDARD PROCTOR DENSITY. SEE DETAIL ON SHEET C600.
 - SIDEWALKS, 4" DEPTH PCC ON 6" PREPARED SUBGRADE.
 - 6" PCC STANDARD CURB, SEE DETAIL.
 - 8" INTEGRAL CURB, SEE DETAIL.
 - PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33%. DETECTABLE WARNINGS AS SHOWN.
 - CURB HEIGHT ELEVATED VEHICLE DISPLAY PAD TO MATCH ADJACENT PAVEMENT THICKNESS AND COLOR.
 - 7" PCC DRIVEWAY CONNECTION TYPE B
 - SAW CUT TO FULL DEPTH.
 - 2' WIDE BY 5" DEPTH PCC BAND AROUND SW-511 INTAKES.
 - 5" DEPTH PCC BAND AROUND SANITARY SEWER AND STORM SEWER STRUCTURES.
 - TRAIL, 6" DEPTH PCC ON 6" GRANULAR SUBBASE.
 - 7" PCC DRIVE WAY CONNECTION TYPE A.
 - TAPER TO NO CURB.
 - 2' X2' POURED IN PLACE STAMPED CONCRETE COLORED TO MATCH OR COMPLIMENT GDSI 2.0 COLOR SCHEME
- PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
 - 4" WIDE PAINTED PARKING STALL LINES.
 - PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
 - ACCESSIBLE AISLE. 45" STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.
 - REPLACE EXISTING PAINTED PARKING STALL LINES.
- SIGNS, PROVIDE THE FOLLOWING:
 - PROVIDE ACCESSIBLE PARKING SIGNAGE AS PER ADAAG REQUIREMENTS, MOUNT TO BUILDING.
 - PROVIDE HYUNDAI DIRECTIONAL SIGNAGE GDSI-DIR-36
- SITE AMENITIES, PROVIDE THE FOLLOWING:
 - 20'X24' TRASH ENCLOSURE WITH 10' 7" PCC APPROACH PAD. SEE ARCHITECTURAL PLANS FOR LOCATION AND DETAILS.
 - TRANSFORMER PAD. VERIFY SIZE OF PAD AND LOCATION WITH ELECTRICAL PLANS AND FRANCHISE UTILITY COMPANY PRIOR TO CONSTRUCTION.
 - MONUMENT SIGN.
 - 5" DEPTH PCC BAND, BOLLARDS AND STRIPING FOR HYDRANT ASSEMBLY PROTECTION.
- BUILDING. SEE ARCHITECTURAL PLANS.
- STORAGE BUILDING. SEE ARCHITECTURAL PLANS.



GURLEY LEEP DAVENPORT DEALERSHIP

DIMENSION PLAN

DAVENPORT, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 123.0435.01

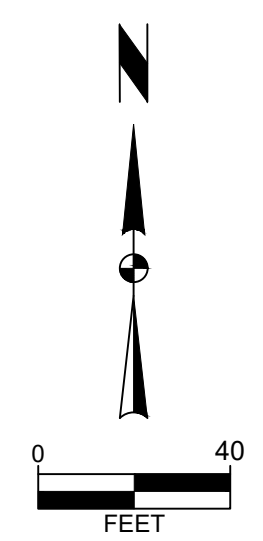
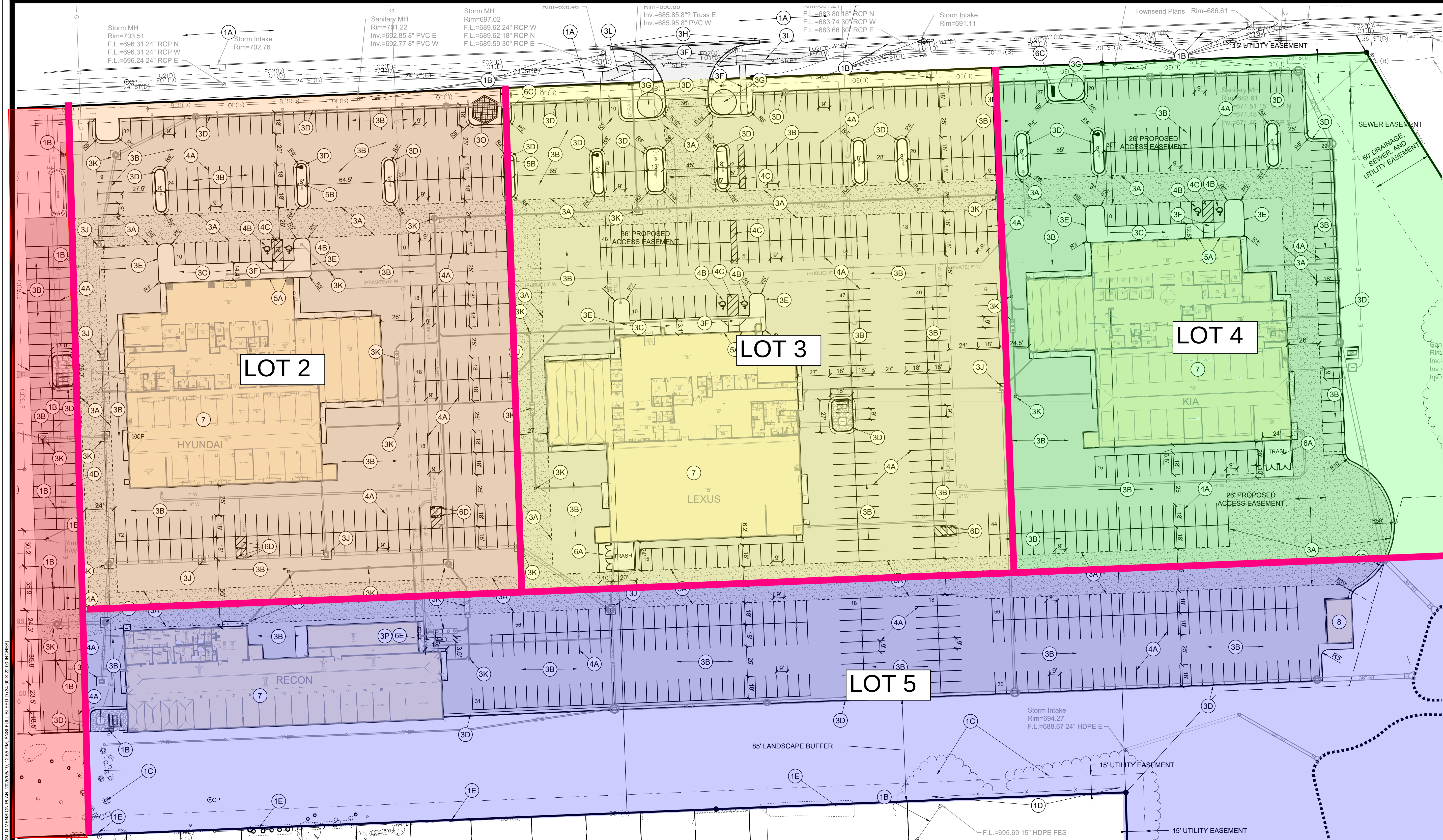
Sheet C301

17	GENERATOR ENCLOSURE	05-05-26	JFS
16	CAR WASH CANOPY ISLAND	04-23-26	JFS
15	CORRELATOR DRAIN	04-15-26	JFS
14	DIRECTION SIGNS	03-16-26	JFS
MARK	REVISION	DATE	BY
Engineer: JFS	Checked By: EDC	Scale: 1" = 40'	
Technician: JWM	Date: 05-06-2025	T-R-S: TTN-RRW-SS	

Project No: 123.0435.01

Sheet C301

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GURLEY LEEP DAVENPORT DEALERSHIP

DIMENSION PLAN

DAVENPORT, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-364-2020 | www.snyder-associates.com



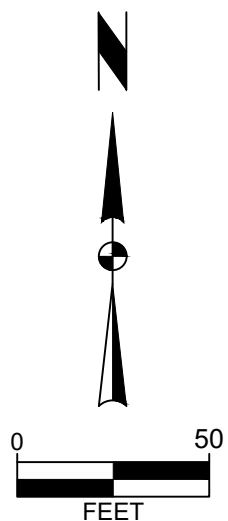
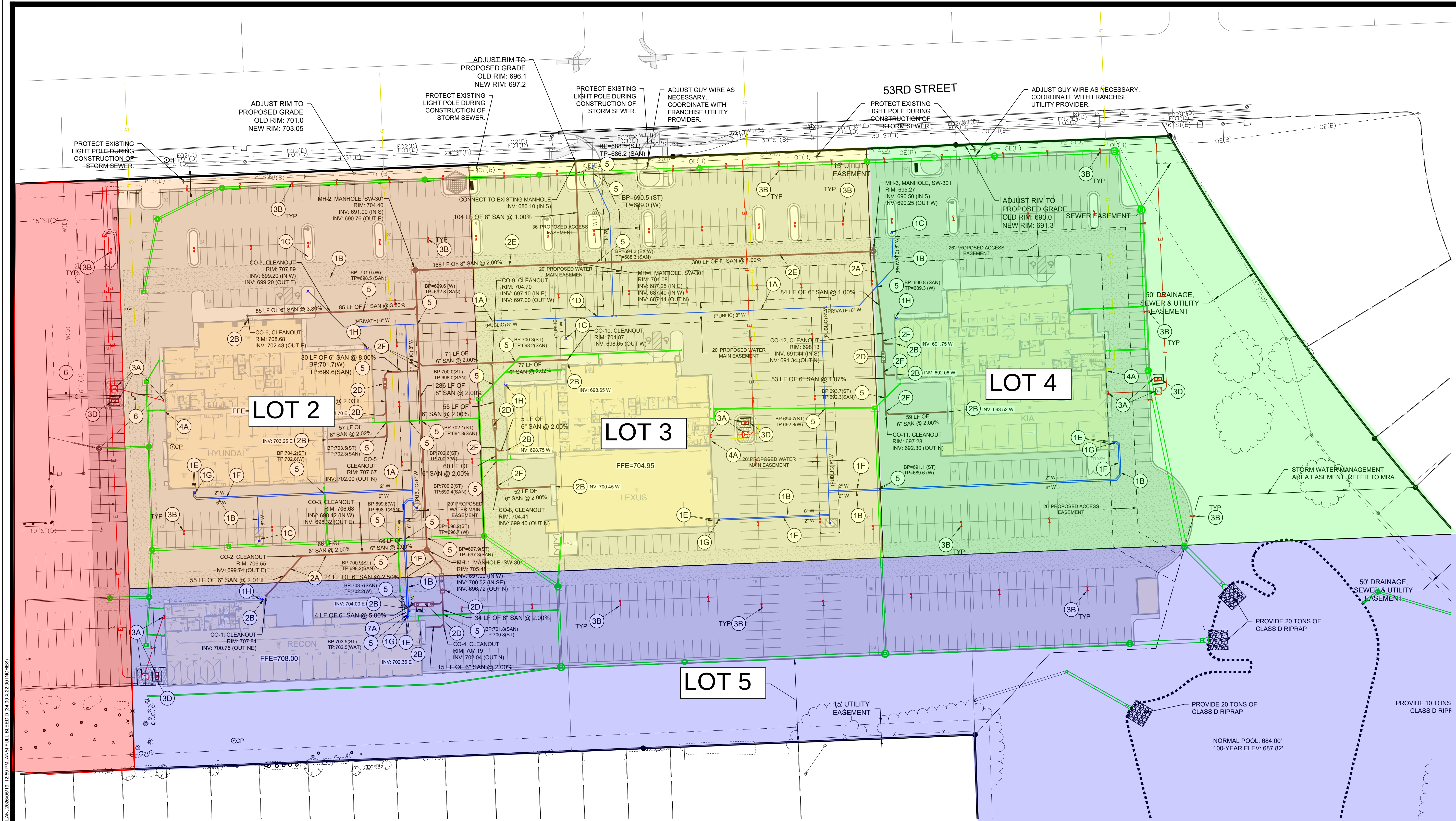
Project No: 123.0435.01
Sheet C300

Sheet C300

MARK	REVISION	DATE	BY
17	GENERATOR ENCLOSURE	05-05-26 JFS	
16	CAR WASH CANOPY ISLAND	04-23-26 JFS	
15	CORRELATOR DRAIN	04-15-26 JFS	
14	DIRECTIONAL SIGNS	03-16-26 JFS	
Engineer:	JFS	Checked By:	EDC
Technician:	JWM	Date:	05-06-2025
		Scale:	1" = 40'
		T-R-S:	TTN-RRW-SS

Project No: 123.0435.01

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GURLEY LEEP DAVENPORT DEALERSHIP

UTILITY PLAN

DAVENPORT, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 123.0435.01

Sheet C303

17	GENERATOR ENCLOSURE	05-05-26	JFS
16	CAR WASH CANOPY ISLAND	04-23-26	JFS
15	CORRELATOR DRAIN	04-15-26	JFS
14	DIRECTION SIGNS	03-16-26	JFS
MARK	REVISION	DATE	BY
Engineer:	JFS	Checked by:	EDC
Technician:	JWM	Date:	01-04-2024
Scale: 1" = 50'		T-R-S:	TTN-RRW-SS

Project No: 123.0435.01

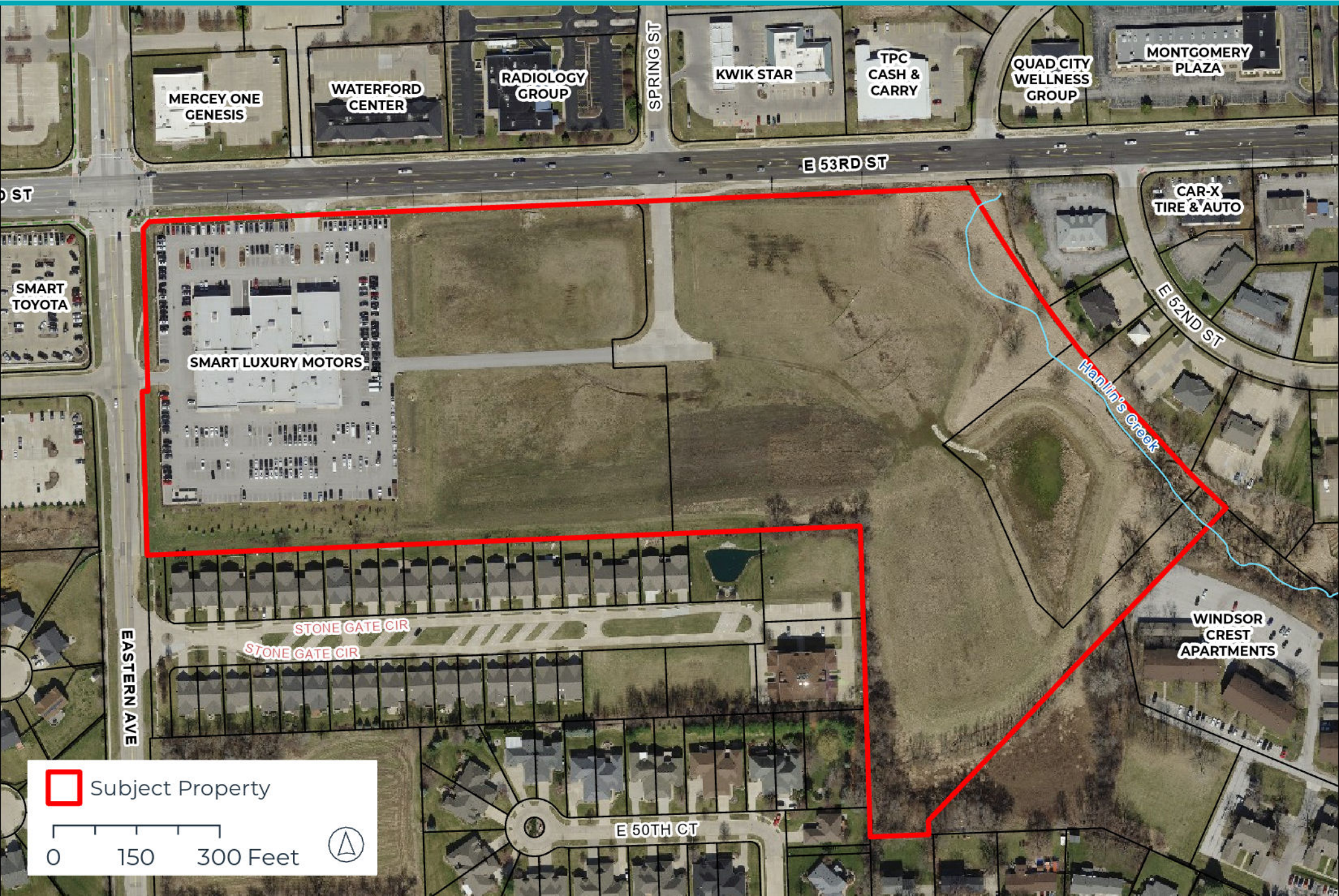
Sheet C303

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-364-2020 | www.snyder-associates.com



Vicinity Map | Case F26-08

Request of 53rd Luxury LLC for a Final Plat of Speer Commercial Park 3rd Addition. The 5-lot subdivision is located at 1777 East 53rd Street, on 28.3 acres.
[Ward 8]





Zoning Map | Case F26-08

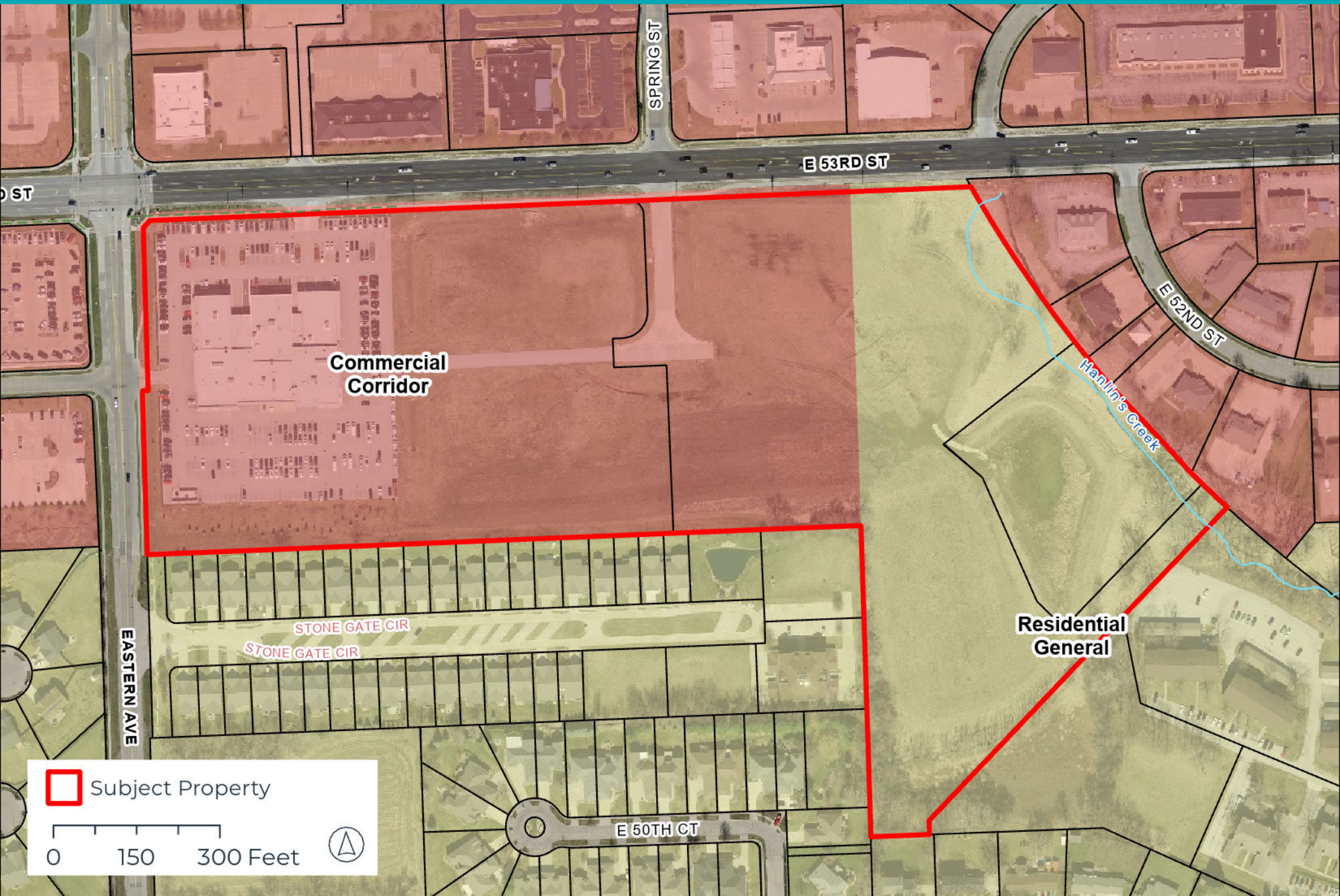
Request of 53rd Luxury LLC for a Final Plat of Speer Commercial Park 3rd Addition. The 5-lot subdivision is located at 1777 East 53rd Street, on 28.3 acres.
[Ward 8]





Future Land Use Map | Case F26-08

Request of 53rd Luxury LLC for a Final Plat of Speer Commercial Park 3rd Addition. The 5-lot subdivision is located at 1777 East 53rd Street, on 28.3 acres. [Ward 8]



City of Davenport

Department: Development & Neighborhood Services

Contact Info: Matt Werderitch | 563-888-2221

Action / Date

6/30/2026

Subject:

Case F26-08: Request of 53rd Luxury LLC for a Final Plat of Speer Commercial Park 3rd Addition. The 5-lot subdivision is located at 1777 East 53rd Street, on 28.3 acres. [Ward 8]

Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case F26-08 to the City Council with a recommendation for approval subject to the listed conditions:

Findings:

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

Conditions:

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Add the following note to the plat: "The property is zoned C-3 General Commercial District and is subject to the conditions established by Ordinance No. 2023-436."
4. Add the following note to the plat: "Development of the platted area shall be in compliance with the approved Special Use Permit on file with the City of Davenport."
5. Provide the City with Maintenance and Repair Agreements for all shared access drives and storm sewer infrastructure.
6. Dedication and acceptance of the sanitary sewer infrastructure shall be completed prior to recording of the final plat.
7. Include final wetland delineation extents on the final plat.

Background:

The subject property consists of approximately 28.30 acres located south of East 53rd Street and west of Eastern Avenue. The western portion of the site is the Audi, Volkswagen, and Mercedes-Benz automobile dealerships. The eastern portion of the property is currently under development as a new automotive dealership campus that will accommodate Kia, Hyundai, and Lexus.

The final plat creates five commercial lots ranging in size from approximately 3.47 acres to 10.87 acres. Access is provided from East 53rd Street and Eastern Avenue through a system of shared access drives and easements. The plat establishes the lot configuration necessary to support the existing and planned dealership operations while providing for shared access, utilities, drainage facilities, and stormwater management infrastructure.

Zoning:

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

The property is subject to the conditions established by Ordinance No. 2023-436. The following conditions shall apply to all lots within this plat:

1. A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at the developer's expense.
2. A buffer yard shall be established commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.
3. With any non-residential use development south of the northern boundary of the Stone Gate development extended, a fifty-foot buffer yard shall be established as required by code. Any multifamily development shall provide buffer yards as required by code.
4. The buffer yard shall be landscaped with a density commensurate to the established buffer yard to the west of the subject property. If the minimum landscaping required by code is installed, a certificate of occupancy may be granted via performance bond for the remaining landscaping which must be installed within the next growing season.
5. Lighting shall consist of LED Dark Sky compliant fixtures not higher than thirty-five feet. The level of lighting shall be reduced to a level necessary to provide security lighting only within one half-hour after of the close of business.
6. Routine use of PA systems or similar devices outside of buildings on the property shall not be permitted.
7. Car washes on the property shall not be located closer than one-hundred twenty-five feet from residential districts, and operate only when the dealership is open for business.
8. Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.

Special Use Permit:

Development of the platted area shall be in compliance with the approved Special Use Permit on file with the City of Davenport. The Zoning Board of Adjustment approved Case SU25-03 at its March 13, 2025 meeting, subject to the following conditions:

1. The extent of submitted Site Plan with the March 2025 application shall be binding; any changes deemed a modification shall be subject to Special Uses §17.14.50;
2. Prior to occupancy full site plan review shall be approved through the E-Plan system;
3. The use of flags/pennants/tinsel/balloons shall be prohibited;
4. All conditions of REZ23-03 Council Ordinance 2023-436 shall remain in full force and

effect, including the location of the car wash facility at least 125' from residential zoning districts, and the stipulated buffer yard along the south property line, billboard prohibition, and Dark Sky complainant light fixtures; and

5. Should complaints arise due to non-compliance of conditions a rehearing of the Special Use shall be scheduled per Davenport Municipal Code specifications for Board of Adjustment; and
6. Should the ownership no longer be affiliated with a franchised auto dealership, the Special Use shall be reviewed regarding this change by the Zoning Board of Adjustment.

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation:

The subject property is designated Commercial Corridor on the western approximately 17.7 acres and Residential General on the eastern approximately 10.6 acres of the Davenport +2035 Future Land Use Map.

1. **Commercial Corridor:** Well-established corridors located along high-volume major streets dominated by retail and office uses that serve the greater community. Development is generally newer and redevelopment is not anticipated within the 20 year planning horizon. Improvements should focus on façade and site improvements, including pedestrian circulation systems and consolidated/updated signage
2. **Residential General:** Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

Relevant Goals to be considered in this Case: Strengthen the Existing Built Environment.

The proposed Final Plat complies with the Davenport +2035 proposed land use section.

Technical Review:

1. Zoning: The proposed five-lot subdivision complies with the bulk dimensional standards of the C-3 General Commercial District. The plat establishes lots of sufficient size to accommodate the existing Audi, Volkswagen, and Mercedes-Benz dealerships, as well as the Kia, Hyundai, and Lexus dealerships currently under construction. Staff have reviewed the development plan and subdivision plat for conformance with the rezoning conditions in Ordinance No. 2023-436 and the Special Use Permit on file.
2. Streets: The property maintains frontage along East 53rd Street and Eastern Avenue. Vehicular access is provided through existing driveway connections and an internal private circulation system. The final plat establishes a 26-foot access easement to facilitate shared vehicular access between the proposed lots, promoting coordinated site

circulation while minimizing the need for additional access points along the adjacent arterial roadways. As part of the overall redevelopment, the developer has submitted plans for the installation of a traffic signal at the intersection of East 53rd Street and Spring Street. The proposed signal is currently under review by City staff and will be installed at the developer's sole expense.

3. Stormwater: The final plat establishes the necessary stormwater management infrastructure through the dedication of a Stormwater Management Area Easement and associated drainage easements. Existing stormwater facilities were approved as part of the overall site development and are designed to accommodate the subdivision as proposed. No additional public stormwater improvements are required with approval of the final plat. However, the plat shall be revised to include the final wetland delineation extents.
4. Sewer System: The property is served by existing public sanitary sewer infrastructure located within East 53rd Street and the Hanlin's Creek corridor. Due to the proposed lot configuration, the existing sanitary sewer serving the development is required to be dedicated to the City as public infrastructure. City staff are coordinating with the developer to verify that the installed sewer improvements conform to City standards and are eligible for public acceptance. Dedication and acceptance of the sanitary sewer infrastructure shall be completed prior to recording of the final plat.
5. Other Utilities: City staff and utility providers have reviewed the Final Plat and find it generally consistent with the requirements of the Davenport Subdivision Ordinance.
6. Parks/Open Space: The proposed subdivision will not impact parks or designated open space areas.

Public Input:

Public notification is not required for a Final Plat.

Attachments:

1. Final Plat of Speer Commercial Park 3rd Addition
2. Platting Exhibit
3. Maps
4. Ordinance No. 2023-436
5. Application

ORDINANCE NO. 2023-436

AN ORDINANCE FOR CASE REZ23-03 BEING THE REQUEST OF 53RD LUXURY, LLC ON BEHALF OF ED SPEER CONSTRUCTION, INC AND SHEILA M SPEER LIVING TRUST TO REZONE APPROXIMATELY 16 ACRES OF LAND GENERALLY LOCATED SOUTHEAST OF 53RD STREET AND SPRING STREET (SPEER COMMERCIAL PARK 1ST AND 2ND ADDITION) FROM C-2 CORRIDOR COMMERCIAL DISTRICT AND R-MF MULTI-FAMILY RESIDENTIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "C-3 General Commercial District":

THE EAST SIXTY FEET OF LOT 1 OF THE FINAL PLAT OF SPEER COMMERCIAL PARK 1ST ADDITION AND LOT 1 AND OUTLOT A OF THE FINAL PLAT OF SPEER COMMERCIAL PARK 2ND ADDITION BEING A REPLAT OF LOTS 2 AND 3 AND OUTLOT 1 OF SPEER COMMERCIAL PARK 1ST ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.

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

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Corridor and Residential General.
2. The proposed zoning map amendment to C-3 General Commercial District is compatible with the zoning and uses of nearby developed property.
3. With the proposed conditions recommended by staff, the zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. With conditions requiring transportation improvements, the proposed zoning map amendment will promote the public health, safety, and welfare of the City.
5. The proposed amendment will not create any nonconformities with future development.

Conditions:

1. A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at the developer's expense.
2. A buffer yard shall be established commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.

3. With any non-residential use development south of the northern boundary of the Stone Gate development extended, a fifty-foot buffer yard shall be established as required by code. Any multifamily development shall provide buffer yards as required by code.
4. The buffer yard shall be landscaped with a density commensurate to the established buffer yard to the west of the subject property. If the minimum landscaping required by code is installed, a certificate of occupancy may be granted via performance bond for the remaining landscaping which must be installed within the next growing season.
5. Lighting shall consist of LED Dark Sky compliant fixtures not higher than thirty-five feet. The level of lighting shall be reduced to a level necessary to provide security lighting only within one half-hour after of the close of business.
6. Routine use of PA systems or similar devices outside of buildings on the property shall not be permitted.
7. Car washes on the property shall not be located closer than one-hundred twenty-five feet from residential districts, and operate only when the dealership is open for business.
8. Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.

Section 3. At its September 5, 2023 meeting, the City Plan and Zoning Commission voted to forward Case REZ23-03 to the City Council with a recommendation for approval subject to the listed findings and conditions.CD

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.

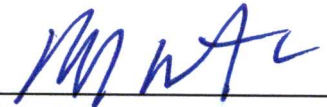
First Consideration September 27, 2023

Second Consideration October 11, 2023

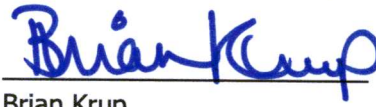
Approved October 25, 2023

Published in the *Quad-City Times* on November 2, 2023

Attest:


Mike Matson
Mayor




Brian Krup
Deputy City Clerk



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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
(LAND DIVISION)

APPLICANT INFORMATION

Applicant Name Company Name
Address
City State Zip
Phone
Secondary Phone
E-Mail Address

Acceptance of Applicant

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

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

Print Applicant's Name

Chris Pustelak

Applicant's Signature

Date

SUBDIVISION NAME (& PRJ-NUMBER if assigned)		
LOCATION DESCRIPTION		SUBMITTAL DATE
NUMBER OF LOTS BY USE TYPE	ACRES	STREET DISTANCE

SELECT PLAT TYPE SUBMITTED:

PRELIMINARY PLAT: \$16.16 Requirements

FINAL PLAT: \$16.20 Requirements

PRELIMINARY PLAT REQUIREMENTS:

Preliminary Plat
Contours (2') & Infrastructure (pre/post)

FINAL PLAT REQUIREMENTS:

Platting Certificates per §354.11 State Code
Final Plat

GENERAL REQUIREMENTS:

Authorization to Act as Applicant, if needed
Application Fee (REQUIRED)

Subdivision Platting Fee Schedule

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

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

DEVELOPMENT TEAM

Developer / Project Manager		Engineer	
Address		Address	
Phone	Secondary Phone	Phone	Secondary Phone
E-Mail Address		E-Mail Address	
Owner		Attorney	
Address		Address	
Phone	Secondary Phone	Phone	Secondary Phone
E-Mail Address		E-Mail Address	

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution approving a 20-year lease agreement with Lake Davenport Sailing Club for property along the riverfront. [Wards 3 & 5]

Recommendation:

Adopt the Resolution.

Background:

The City owns land along the riverfront (Parcel F0054-04E) and has leased this property to the Lake Davenport Sailing Club (LDSC) for a number of years. The LDSC operates the premises as a sailing club, clubhouse, and sailing school, as well as providing for storage, launching, and mooring of sail boats, with hoisting cranes, wall racks and docks and associated equipment, utilities, and storage sheds.

Past leases have typically been for three or fewer years, approved by the Riverfront Improvement Commission as allowed under State Law. However, the LDSC has drafted a strategic 20-year plan and envisions some larger capital investments, including crane repair/replacement. As such, they are seeking a longer term. In May, the Riverfront Improvement Commission recommended approval of a new 20-year lease.

Approval of this Resolution will authorize the Mayor and staff to execute the lease and take any other necessary and related action.

Attachments:

1. Resolution
2. Lease Agreement

Resolution No. _____

Resolution offered by Alderman Lienen.

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

RESOLUTION approving a 20-year lease agreement with Lake Davenport Sailing Club for property along the riverfront.

WHEREAS, the City owns riverfront property (Parcel F0054-04E) and has leased this property to Lake Davenport Sailing Club (LDSC) for a number of years; and

WHEREAS, the LDSC has operated the premises as a sailing club, clubhouse, and sailing school, as well as providing storage, launching, and mooring of sail boats, with hoisting cranes, wall racks and docks, and associated equipment, utilities, and storage sheds; and

WHEREAS, the LDSC desires to renew their lease and extend it to 20 years to align with their 20-year Strategic Plan for growth and improvement of their operations; and

WHEREAS, the Riverfront Improvement Commission recommended approval of this proposed lease at its May meeting; and

WHEREAS, per State requirements, leases longer than three years must be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a 20-year lease agreement with Lake Davenport Sailing Club for property along the riverfront is hereby approved.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this ____ day of _____, 2026, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission ("Landlord"), and LAKE DAVENPORT SAILING CLUB, an Iowa non-profit organization ("Tenant").

ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following described real estate situated in Davenport, Iowa (the "Premises"):

A rectangular parcel north of the U.S. Government Seawall and south of the riverfront trail between Bridge Avenue and Prospect Terrace extended south more particularly described in Exhibit A, containing 75,000 square feet, more or less.

ARTICLE 2. TERM; DELIVERY OF PREMISES; CONDITION OF PREMISES

2.1. Term. The term of this Lease (the "Term") shall commence on July 1, 2026, (the "Commencement Date") and shall expire on June 30, 2046, unless sooner terminated.

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date.

2.3. Condition of Premises. Tenant has inspected the Premises and agrees to accept the same "AS-IS" in their present condition. Landlord makes no representation or warranty concerning the condition of the Premises, except as expressly set forth in this Lease.

ARTICLE 3. RENT

3.1. Rent. Tenant shall pay to Landlord as rent for the Premises ("Rent") the following amounts:

July 2026 - June 2031 - Annual: \$3,900.00
July 2031 - June 2036 - Annual: \$4,400.00
July 2036 – June 2041- Annual: \$4,900.00
July 2041- June 2046 – Annual: \$5,400.00

Rent Schedule			
Rent	Bill Date	Due Date	Late Fee Assessed
July	July 1	July 31	August 15
August	August 1	August 31	September 15
September	September 1	September 30	October 15
October	October 1	October 31	November 15
November	November 1	November 30	December 15
December	December 1	December 31	January 15
January	January 1	January 31	February 15
February	February 1	February 28	March 15

March	March 1	March 31	April 15
April	April 1	April 30	May 15
May	May 1	May 31	June 15
June	June 1	June 30	July 15

3.2. Payment of Rent. Beginning on July 1, 2026, the Landlord will bill the tenant for July rent. Bills will be mailed on the first of each month and due by the last day of that month according to the following schedule. A late payment of ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the fifteenth (15th) day of the month following the due date. All Rent and other amounts are payable by Tenant at the address specified in Section 13.1 or such other place as Landlord may designate in writing.

ARTICLE 4. UTILITIES

4.1. Tenant's Duties. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant.

ARTICLE 5. USE OF PREMISES

5.1. Permitted Use. Tenant shall use and occupy the Premises for purposes and for activities directly related to Tenant's non-profit mission, including but not limited to racing, regattas, social functions, and sailing school programs. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's use of the Premises shall comply with all applicable laws, ordinances, rules, and regulations of the City of Davenport and the state of Iowa.

5.1.1. Signs and Advertising Materials. The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport before installation, whether affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval. Tenant agrees to include information regarding the Premises in its advertisements, publication, and other printed, broadcast, and web-based materials which identify the location of facilities that provide tourist and visitor information.

5.2. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises, including any requirements or regulations specific to Tenant's status as a non-profit organization.

ARTICLE 6. TEMPORARY SUSPENSION OF USE DUE TO FLOODING

6.1. Suspension of Use. Notwithstanding any other provision in this Lease, Tenant's right to use, occupy, or access the Premises shall be temporarily suspended during periods of significant flooding, as defined below.

6.2. Significant Flooding. For purposes of this Lease, "significant flooding" means:

6.2.1. Water levels on the Premises; or

6.2.2. Water is present on Oneida Avenue blocking safe access to the Premises.

6.3. Notice of Flooding. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

6.4. Notice of Flooding Abatement. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated, and it is safe to resume use of the Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

6.5. Landlord Liability. Landlord shall not be liable for any loss, injury, or damage to person or property of Tenant resulting from significant flooding or the temporary suspension of use under this Section.

6.6. Rent Abatement. In the event of significant flooding, rent shall be abated during that period when the Premises are declared unfit for occupancy by any authorized public authority until the Notice of Flooding abatement as described in Article 6.4 is provided.

ARTICLE 7. MAINTENANCE AND REPAIRS

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Alterations (as defined in Article 8), in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance, repairs, and replacements on the Premises.

ARTICLE 8. ALTERATIONS

8.1 Definitions. For purposes of this Lease Agreement, an "Alteration" shall mean any change, addition, improvement, or modification by Tenant to the Premises, including but not limited to:

8.1.1. Any change or modification to Premises;

8.1.2. Installation or removal of any fixtures, equipment, or appliances that are affixed to the Premises;

8.2. Exclusions. Routine maintenance, repairs, and decorative changes, to the Premises shall not be considered Alterations for the purposes of this Agreement.

8.3. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be completed free of liens. Tenant shall provide Landlord with detailed plans and specifications for any proposed Alterations and shall obtain all necessary permits and approvals before commencing any work.

8.4. Ownership of Alterations. All Alterations made by or on behalf of Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove any such Alterations, in which case Tenant shall remove the same at Tenant's sole cost and expense and restore the Premises to their prior condition. Landlord shall notify Tenant at the end of the Term whether such Alterations will be required to be removed at the end of the Term.

8.4.1. Right to Purchase. Tenant has, with Landlord's prior consent, erected a building on the Premises (the "Building"). If Tenant dissolves as an organization or at the end of the Lease Term, Landlord shall have the sole and exclusive right to purchase the Building from Tenant. Tenant shall not sell, transfer, convey or otherwise dispose of any interest in the Building to any third party without first offering to sell the Building to the Landlord. Any attempted sale, transfer, or conveyance of the Building to any party other than the Landlord shall be null and void and shall constitute a material breach of this Lease.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1. Fire Insurance. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building in which the Premises are located.

9.2. Tenant's Insurance. The Tenant shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Lease whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

9.2.1. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Commercial Automobile Liability (if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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Excess Liability Umbrella

\$1,000,000

Statutory Worker's Compensation with waiver of subrogation in favor of the City.

9.2.2 Contractual Liability: the insurance required under this section shall:

be Primary insurance and non-contributory.

include contractual liability insurance coverage for the Lessee's obligations under the paragraph 7.5.

9.3 Certificates of Insurance. Certificates of Insurance, acceptable to the Landlord indicating insurance required by the Contract is in force, shall be filed with the Landlord prior to approval of the Contract by the Landlord. The Tenant shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Landlord. The Lessee will accept responsibility for damages and the Landlord's defense in the event no insurance is in place and the Landlord has not been notified.

9.4. Mutual Waiver of Subrogation. Landlord and Tenant each hereby release the other, and the other's partners, shareholders, officers, directors, agents, and employees, from any and all liability for any loss or damage to the extent such loss or damage is covered by the releasing party's insurance, regardless of the cause of such loss or damage. Each party shall cause its insurance policies to include a waiver of subrogation endorsement or clause.

9.5. Indemnification. To the fullest extent permitted by the law, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to: (i) Tenant's use or occupancy of the Premises; (ii) any negligent or willful act or omission of Tenant or Tenant's agents, employees, or invitees; or (iii) any breach or default by Tenant in the performance of its obligations under this Lease. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord for any claims, actions, damages, liabilities, or expenses to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees, or contractors.

ARTICLE 10. TERMINATION

10.1. Termination. In the event of destruction of the Premises, which requires repairs to the Premises, the Tenant shall give the Landlord written notice of the necessity of said repairs. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Premises.

ARTICLE 11. ASSIGNMENT AND SUBLETTING

11.1. Restriction on Transfer. Tenant shall not assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any interest herein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any request for

Landlord's consent shall be accompanied by detailed information about the proposed assignee, including financial statements, business history, and intended use of the Premises.

ARTICLE 12. DEFAULT AND REMEDIES

12.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant:

12.1.1. Failure to pay any installment of Rent or any other amount due hereunder within thirty (30) days after the same is due and payable;

12.1.2. Failure to perform any other term, condition, or covenant of this Lease, which failure continues for more than thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;

12.1.3. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property;

12.1.4. The making by Tenant of an assignment for the benefit of creditors; or

12.1.5. The abandonment or vacation of the Premises by Tenant.

12.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

12.2.1. Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant shall immediately surrender the Premises to Landlord; or

12.2.2. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Iowa.

12.3. Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant.

12.4. Costs and Attorney Fees. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and reasonable attorney fees of the Landlord that result from the Landlord's use of outside counsel in pursuing its rights and remedies--

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Landlord: City of Davenport
226 W 4th Street, Davenport, IA 52801
Attention: Finance Manager

To Tenant: Lake Davenport Sailing Club
1820 Grant Street, PO Box 5013
Attention: Commodore

13.2. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Iowa. Any disputes arising under this Lease shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration, in accordance with the rules of the American Arbitration Association.

13.3. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13.4. Entire Agreement. This Lease, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.

13.5. Amendments. This Lease may not be amended, modified, or supplemented except by a written instrument signed by both Landlord and Tenant.

13.6. Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.7. Waiver. No waiver of any provision of this Lease shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

13.8. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9. Authority. Each party represents and warrants that it has full power and authority to enter into this Lease and that the person signing on its behalf has been duly authorized to do so.

13.10. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Lease, except in cases of gross negligence or willful misconduct.

13.11. Compliance with Municipal Regulations. Landlord represents and warrants that it has full authority to enter into this Lease and that this Lease complies with all applicable municipal laws, regulations, and policies governing the leasing of City-owned property. Tenant acknowledges that this Lease may be subject to additional municipal requirements and agrees to cooperate with Landlord in complying with any such requirements.

13.12. Non-Profit Accommodation. Landlord acknowledges Tenant's status as a non-profit organization and agrees to reasonably cooperate with Tenant in maintaining its tax-exempt status, including providing any necessary documentation or certifications related to Tenant's use of the Premises.

13.13. Early Termination Option. Tenant shall have the one-time right to terminate this Lease early, by providing Landlord with at least three months' prior written notice and paying to Landlord a termination fee equal to three months' Rent. This early termination option shall be personal to the original Tenant and may not be exercised by any assignee or subtenant.

13.14. Dispute Resolution. In the event of any dispute arising out of or relating to this Lease, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.

13.15. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

13.16. Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without Landlord's written consent, such occupancy shall be a tenancy at sufferance, and Tenant shall pay Rent at 150% of the rate in effect immediately prior to such holding over, computed on a monthly basis for each month or partial month of the holdover period. No holding over by Tenant shall operate to extend the Term of this Lease.

13.17. Estoppel Certificates. Tenant shall, within ten (10) business days after written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying such information as Landlord may reasonably request, including but not limited to the following: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) the date to which the Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (d) such other matters as Landlord may reasonably require.

13.18. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing all of the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term, subject to the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year above written.

RIVERFRONT
IMPROVEMENT COMMISSION

LAKE DAVENPORT SAILING CLUB

Daniel Darland, Chair

Don Allebach, Commodore

Date

Date

CITY OF DAVENPORT

Jason Gordon, Mayor

Date

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution setting a Public Hearing on the proposed additions to the Davenport 2026 Urban Revitalization Area Plan. [Wards 2 & 8]

Recommendation:

Adopt the Resolution.

Background:

Staff is proposing the inclusion of several new areas into the Urban Revitalization Tax Exemption (URTE) program. The proposed areas would become a part of the existing North Area URTE and utilize the same exemption schedules. The attachment shows the proposed new areas to be included.

Adoption of this Resolution will set the Public Hearing for the August 5, 2026, Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Attachments:

1. Resolution
2. Proposed URTE Expansion

Resolution No. _____

Resolution offered by Alderman Lienen.

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

RESOLUTION setting a Public Hearing on the proposed additions to the Davenport 2026 Urban Revitalization Area Plan.

WHEREAS, in the City of Davenport, an urban revitalization plan under the provisions of Urban Renewal has been in effect since 1980; and

WHEREAS, the City reviews the need for any updates or changes to the Urban Renewal Area approximately every five years; and

WHEREAS, the Urban Revitalization Tax Exemption Programs, together with the other economic development programs of the City, have been used to increase assistance for projects which otherwise would not occur; and

WHEREAS, Iowa law requires a Public Hearing to be held during the process of any changes to a city's Urban Revitalization Area Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a Public Hearing on the proposed additions to the Davenport 2026 Urban Revitalization Area Plan shall be held on August 5, 2026, at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

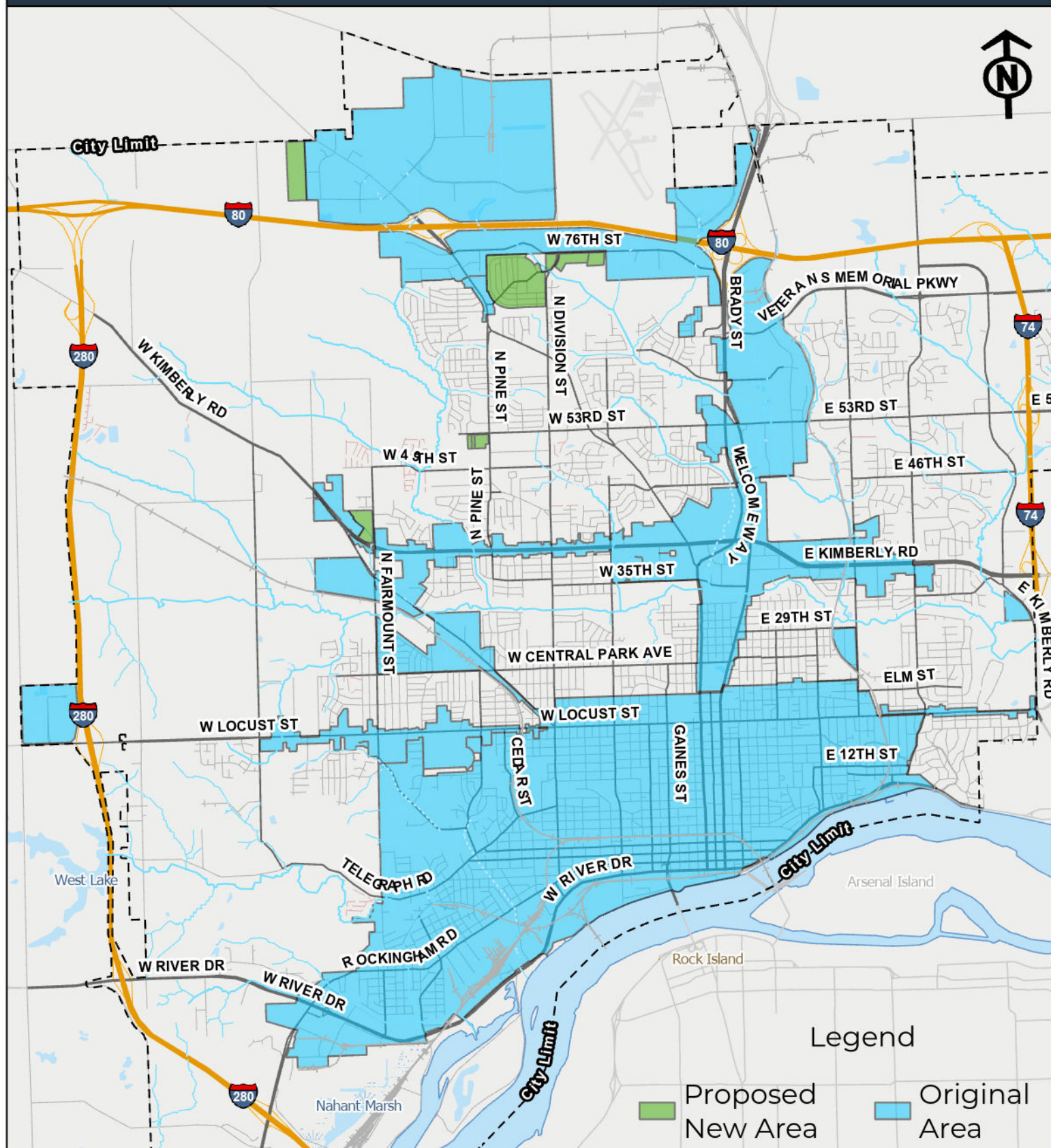
Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



City of Davenport

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

Action / Date
7/15/2026

Subject:

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

Downtown Davenport Partnership; Alternating Currents | Purina Incredible Dog Show: 200 block of Pershing Avenue; 12:00 p.m. Friday, August 14, 2026 - 11:00 p.m. Saturday, August 15, 2026; **Closure:** Pershing Avenue from East 2nd Street to East 3rd Street. [Ward 3]

Rachelle Buckwalter; Made Market QC; 200 block of East 2nd Street; 6:00 a.m. - 6:00 p.m. Saturday, August 15, 2026; **Closure:** East 2nd Street from Perry Street to Pershing Avenue. [Ward 3]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 2:00 p.m. - 7:00 p.m. Saturday, August 15, 2026; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley; Jersey Ridge Road from 11th Street north to the alley. [Ward 5]

Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 29, 2026 - 7:00 p.m. Sunday, August 30, 2026; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

In accordance with the City's Special Events Policy, street, lane, and public ground closure requests are subject to approval by the City Council upon recommendation of the Special Events Committee.

DDP Alternating Currents | DDP has advised that they are using both TAG and Klemme's for event operations and have been speaking to the RiverCenter to make sure they will not need access to their loading docks.

Attachments:

1. Resolution
2. DDP Alternating Current Dog Show Closure Map
3. Made Market QC Closure Map
4. Made Market Street Closure Petition
5. Wine Walk Closure Map
6. Wine Walk Street Closure Petition
7. Farm Days in the Village Street Closure Map

8. Farm Days in the Village Street Closure Petition

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

*Downtown Davenport Partnership; Alternating Currents | Purina Incredible Dog Show: 200 block of Pershing Avenue; 12:00 p.m. Friday, August 14, 2026 - 11:00 p.m. Saturday, August 15, 2026; **Closure:** Pershing Avenue from East 2nd Street to East 3rd Street. [Ward 3]*

*Rachelle Buckwalter; Made Market QC; 200 block of East 2nd Street; 6:00 a.m. - 6:00 p.m. Saturday, August 15, 2026; **Closure:** East 2nd Street from Perry Street to Pershing Avenue. [Ward 3]*

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*Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 29, 2026 - 7:00 p.m. Sunday, August 30, 2026; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]*

WHEREAS, the City, through its Special Events Policy, has accepted the above applications for events on the listed date and time that are requesting street, lane, or public ground closures; and

WHEREAS, upon review of the applications, it has been determined that streets, lanes, or public grounds will need to be closed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that the above street, lane, or public ground closure requests are hereby approved and staff is directed to proceed with the closures.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk



E 3rd St

E 3rd St

Requested closure

229

313

Klemme Motorsports, Inc.
Car dealer

At The Stardust

Pershing Ave

Iowa St

210

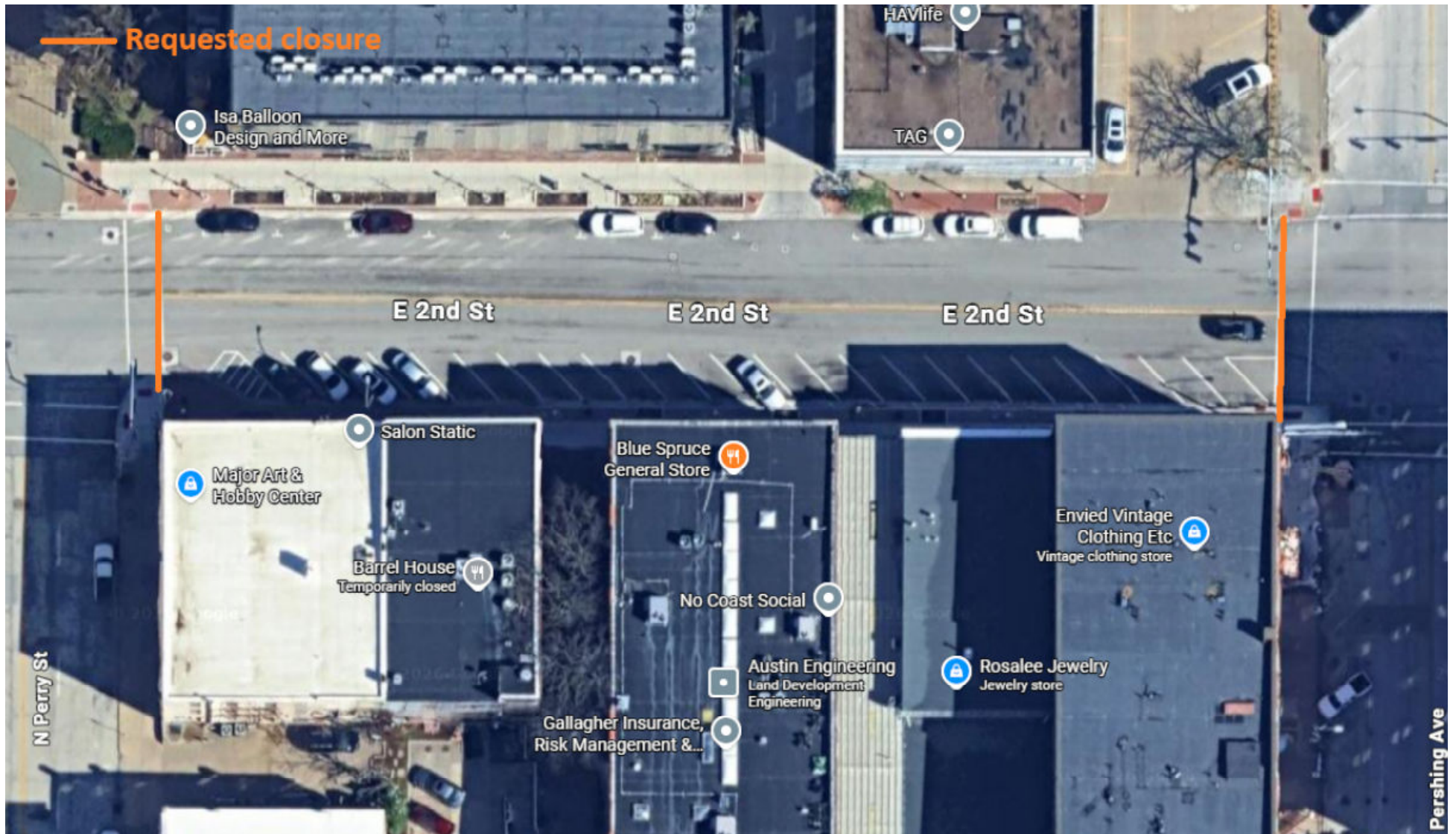
Great River Brewery

HAVLife

TAG

E 2nd St

E 2nd St





CITY OF DAVENPORT

STREET CLOSURE PETITION FOR SPECIAL EVENTS

On the 5 day of August, 2020 during the hours of 6 am - 6 pm
there is proposed a street closure, requested by Made Market, which will
require the closing of E. 2nd St. between Perry St. and
Pershing St.

Please note: dates and times on this form must match those entered on the special events application.

***Please sign your name and print address below and indicate whether you are in favor of the street closure, opposed to the street closure, or not concerned (mark one).**

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Nelson Creative Brittney Allen 221 E. 2nd</u>	☒	☐	☐
<u>Major's 201 E. 2nd</u>	☒	☐	☐
<u>Blue Spruce</u>	☒	☐	☐
<u>Attempted HL by Design 6/18 12:00</u>	☐	☐	☐
<u>Attempted Rosalee Jewelry 6/18 12:01</u>	☐	☐	☐
<u>Attempted Wellness Nook 6/18 12:01</u>	☐	☐	☐
<u>Salon Static 285 E. 2nd</u>	☒	☐	☐
<u>Ray Gun 210 E. 2nd St</u>	☒	☐	☐
<u>Attempted Envied Vintage 6/18 12:02pm</u>	☐	☐	☐
<u>Attempted Wild Roots 6/18 12:02</u>	☐	☐	☐
<u> </u>	☐	☐	☐
<u> </u>	☐	☐	☐

* If more space is needed, please use additional sheets.

* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

Signature of Applicant

Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

of East Davenport

Closures

The 11th Street
Precinct Bar & Grill
Grill • \$\$

Rudy's Tacos
Mexican • \$\$

Brew

Mound St

Chris

Christie St

Jersey Rid

E 11th St

E 11th St

E 11th St



The Village Theatre

CITY OF DAVENPORT

VILLAGE OF EAST DAVENPORT BUSINESS ASSOCIATION

STREET CLOSING PETITION FOR SPECIAL EVENTS

Master Business & Address List

NAME & ADDRESS

- #1 11th Street Precinct, 1107 Mound Street
- #2 Winddancer Boutique, 2114 East 11th Street
- #3 Grumpy's Village Saloon, 2120 East 11th Street
- #4 McClellan Stockade, 2124 East 11th Street
- #5 Lagomarcino's, 2132 East 11th Street
- #6 Versailles Jewelry & Gems, 2200 East 11th Street
- #7 99 Proof Designs, 1105 Christie Street
- #8 Mint Green, 2208 East 11th Street
- #9 Rudy's Cantina, 2214 East 11th Street
- #10 Bubble Tea Company, 2218 East 11th Street
- #11 D'Ville, 2228 East 11th Street
- #12 Brew, 1104 Jersey Ridge Road
- #13 Edward Jones, 2107 East 11th Street
- #14 Camp McClellan Cellars, 2302 East 11th Street
- #15 Blevins Brothers Bird Shop, 1108 Jersey Ridge Road
- #16 Royal T's, 1114 Jersey Ridge Road
- #17 Kaleidoscope Artworks, 2302 East 11th Street
- #18 Freddy's Fritters, 1111 Jersey Ridge Road
- #19 Sunlight Yoga Studio

CITY OF DAVENPORT

STREET CLOSING PETITION FOR SPECIAL EVENTS - VILLAGE WINE WALK

On **August 15, 2026** there is proposed a street closing, requested by **The Village of East Davenport Association**, which will require the closing of **East 11th Street** between **Mound Street and Jersey Ridge Road**, and **Jersey Ridge Road and Christie Streets** between **East 11th Street** and **the alley**, during the hours of **2:00 p.m. to 7:00 p.m.**

SIGNATURE	NOT		
	FAVOR	OPPOSED	CONCERNED
#1_____Per email - John Wisor_____	☒	☐	☐
#2_____Per email - Mhisho Vuong-Lynch_____	☒	☐	☐
#3_____Per email - Carrie Peterman_____	☒	☐	☐
#4_____Per email - Cameron Cartee_____	☒	☐	☐
#5_____Per email - Lisa Ambrose_____	☒	☐	☐
#6_____Vacant_____	☐	☐	☐
#7_____Vacant_____	☐	☐	☐
#8_____Per email – Aimee Winslow_____	☒	☐	☐
#9_____Per email - Alexis Quijas_____	☒	☐	☐
#10_____Per email - Alexandra Bolin_____	☒	☐	☐
#11_____Per email - Alexandra Bolin_____	☒	☐	☐
#12_____Per email - Tracy Cameron_____	☒	☐	☐
#13_____Per email - Paul Schnell_____	☒	☐	☐
#14_____Julie Keehn_____	☒	☐	☐
#15_____Verbal - Brian Blevins_____	☐	☐	☒
#16_____Per email - Tami Grady_____	☒	☐	☐
#17_____No Response_____	☐	☐	☐



CITY OF DAVENPORT

VILLAGE OF EAST DAVENPORT BUSINESS ASSOCIATION

STREET CLOSING PETITION FOR SPECIAL EVENTS

Master Business & Address List

NAME & ADDRESS

- #1 11th Street Precinct, 1107 Mound Street
- #2 Wind Dancer Boutique, 2114 East 11th Street
- #3 Grumpy's Village Saloon, 2120 East 11th Street
- #4 McClellan Stockade, 2124 East 11th Street
- #5 Lagomarcino's, 2132 East 11th Street
- #6 Vacant, 2200 East 11th Street
- #7 Vacant, 1105 Christie Street
- #8 Mint Green, 2208 East 11th Street
- #9 Rudy's Cantina, 2214 East 11th Street
- #10 Riley's Sports Haus, 2218 East 11th Street
- #11 The Butterfly Lounge, 2228 East 11th Street
- #12 Brew, 1104 Jersey Ridge Road
- #13 Edward Jones, 2107 East 11th Street
- #14 Camp McClellan Cellars, 2302 East 11th Street
- #15 Blevins Brothers Bird Shop, 1108 Jersey Ridge Road
- #16 Freddy's Fritters, 1111 Jersey Ridge Road
- #17 Roots Movement Studio, 1114 Jersey Ridge Road

CITY OF DAVENPORT

STREET CLOSING PETITION FOR SPECIAL EVENTS - FARM DAYS IN THE VILLAGE

On **August 29th & 30th, 2026** there is proposed a street closing, requested by **The Village of East Davenport Association**, which will require the closing of **East 11th Street** between **Mound Street and Jersey Ridge Road**, and **Christie Street** between **East 11th Street** and **the alley**, during the hours of **8:00 a.m. to 7:00 p.m.**

SIGNATURE	NOT		
	FAVOR	OPPOSED	CONCERNED
#1_____Per email - John Wisor_____	☒	☐	☐
#2_____Per email - Mhisho Vuong-Lynch_____	☒	☐	☐
#3_____Per email - Carrie Peterman_____	☒	☐	☐
#4_____Per email - Cameron Cartee_____	☒	☐	☐
#5_____Per email - Lisa Ambrose_____	☒	☐	☐
#6_____Vacant_____	☐	☐	☐
#7_____Vacant_____	☐	☐	☐
#8_____Per email – Aimee Winslow_____	☒	☐	☐
#9_____Per email - Alexis Quijas_____	☒	☐	☐
#10_____Per email - Alexandra Bolin_____	☒	☐	☐
#11_____Per email - Alexandra Bolin_____	☒	☐	☐
#12_____Per email - Tracy Cameron_____	☒	☐	☐
#13_____Per email - Paul Schnell_____	☒	☐	☐
#14_____Julie Keehn_____	☒	☐	☐
#15_____Verbal - Brian Blevins_____	☐	☐	☒
#16_____Per email - Tami Grady_____	☒	☐	☐
#17_____No Response_____	☐	☐	☐

City of Davenport

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

Action / Date
7/15/2026

Subject:

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

Robin Wixom; Wedding Celebration; 2504 East Columbia Avenue; 5:00 p.m. - 11:00 p.m.
Saturday, August 8, 2026; Outdoor music, over 50 dBA. [Ward 6]

Rachelle Buckwalter; Made Market QC; 200 block of East 2nd Street; 10:00 a.m. - 4:00 p.m.
Saturday, August 15, 2026; Outdoor music/band, over 50 dBA. [Ward 3]

Village of East Davenport Business Association; Wine Walk; Village of East Davenport; 3:00
p.m. - 6:00 p.m. Saturday, August 15, 2026; Outdoor music/band, over 50 dBA. [Ward 5]

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.

Wixom Wedding Celebration | The applicants advised that they canvassed the neighborhood on June 25, speaking with nearby residents and leaving informational flyers. They reported receiving positive feedback regarding the planned wedding celebration. The event will not include a live band or DJ; only a few outdoor speakers will be used.

Attachments:

1. Wixom Party Flyer to Neighbors

CELEBRATE!
we got married

**Hello from your neighbors at 2504 E
Columbia Avenue.**

**We got married in November and are
celebrating our nuptials on August 8th,
2026 at our favorite place: HOME.**

**Our event begins at 3pm, but we expect the
majority of guests to arrive around 5pm.**

**Please forgive the congestion and commotion!
Don't worry - no band or DJ. We will just have
lots of company, a few speakers outside and
plan to have it wrapped up by 11pm.**

**Feel welcome to stop by any time after 7pm.
We would love to meet you!**

**With so much joy,
Ashley + Robin**

Our Neighbors

Davenport, IA 52803

City of Davenport

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

Action / Date
7/15/2026

Subject:
Motion approving beer and liquor license applications.

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

Ward 2

Catrina (La Catrina Bar & Grill, Inc) – 3559 West Kimberly Road – New License/Owners – License Type: Class C Liquor (On-Premises)

Ward 3

Carriage Haus (Smoking Haus Entertainment) - 312 West 3rd Street – Temporary Extended Outdoor Area July 24/25 - License Type: Class C Liquor (On-Premises)

Ward 5

Village East Davenport (Wide River Winery, LLC) - 1128 Mound Street – Temporary event with Outdoor Area August 12-16 - License Type: Special Class C Native Wine (On-Premises)

Ward 7

Davenport American Legion Post 26 (American Legion Post 26) - 702 West 35th Street - New License - License Type: Class C Liquor (On-Premises)

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

Ward 6

Granite City Food & Brewery (Granite City, Inc) - 5270 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Kobe Sushi and Hibachi, LLC (Kobe Sushi and Hibachi, LLC) - 5242 Elmore Avenue - License Type: Class C Liquor (On-Premises)

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

Ward 7

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 1020 West Kimberly Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Famous Dave's (Elmore Foods, LLC) - 1110 East Kimberly Road - License Type: Class C Liquor (On-Premises)

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

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

Ward 8

Double D Diner (The Shadowy Biscuit, LLC) - 2225 West 53rd Street #400 - License Type: Class C Liquor (On-Premises)

Iowa Machine Shed (Machine Shed, LLC) - 7250 Northwest Boulevard - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

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

Attachments:
None

City of Davenport

Department: Public Works
Contact Info: Jake Ralfs | 563-327-5172

Action / Date
7/15/2026

Subject:

Third Consideration: Ordinance amending various sections of Chapter 15.30 entitled "Contractor Licenses – Bond – Insurance Required" of the Municipal Code of Davenport, Iowa, to establish a Registered Subcontractor classification. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Combined Construction Code Board of Appeals & Review

At its June 8, 2026, meeting, the Combined Construction Code Board of Appeals & Review approved the proposed amendments to Chapter 15.30 of the Davenport Municipal Code and forwarded a recommendation of approval to the City Council.

Request

City staff is requesting the Combined Construction Code Board of Appeals & Review consider amendments to Chapter 15.30 of the Davenport Municipal Code relating to contractor licensing requirements. The proposed amendments are intended to establish a new Registered Subcontractor classification, create a registration process for subcontractors working under licensed general contractors, clarify licensing requirements, and establish associated bonding, insurance, and fee requirements.

The amendments are designed to improve regulatory oversight of subcontractors performing work within the City while maintaining accountability through licensed prime or general contractors.

Background

Chapter 15.30 establishes licensing, bonding, and insurance requirements for contractors performing work regulated by the City's adopted construction codes. Under the current ordinance, contractors performing regulated work are generally required to obtain a contractor license and pass an examination demonstrating competency.

Staff has identified a need for an alternative registration pathway for subcontractors who perform specialized work under the supervision and responsibility of licensed general contractors. The proposed amendments create a Registered Subcontractor classification that allows such contractors to work on permitted projects without obtaining a full contractor license while maintaining appropriate registration, bonding, and oversight requirements.

Summary of Proposed Amendments

Establishment of a Registered Subcontractor Classification.

The proposed amendments create a new "Registered Subcontractor" classification within Chapter 15.30. Registered Subcontractors would be authorized to perform work regulated by the adopted construction codes only when working under: a valid City-issued permit; and a licensed prime or general contractor responsible for the project. The classification expressly prohibits Registered Subcontractors from acting as a prime contractor, general contractor, developer, permit holder, or responsible party for an entire project.

Creation of a Subcontractor Registration Process.

The amendments establish requirements for obtaining a subcontractor registration. Applicants will be required to submit a completed City application, proof of current Iowa Contractor Registration, a required contractor bond, and payment of the applicable registration fee.

Examination Requirement Exemption.

Under the proposed amendments, applicants seeking Registered Subcontractor status would be exempt from the contractor examination requirement, provided they are working under the supervision of a licensed Class A or Class B contractor. All other building contractor license classifications would continue to require examination and qualification standards.

Bond Requirement for Registered Subcontractors.

The amendments add a bond requirement specifically for subcontractors working under Class A or Class B permit holders. Registered Subcontractors would be required to maintain a \$5,000 contractor bond, consistent with several existing specialty contractor classifications.

Registration Fee Establishment.

The amendments establish an annual registration fee of \$100 for Registered Subcontractors, aligning the fee structure with existing Class C Specialty Contractor licenses.

Insurance Requirement Clarification.

The amendments clarify insurance requirements by requiring applicants for Building Contractor licenses to maintain insurance provided by an insurer rated B+ or better. The City retains the authority to request certified proof of insurance when necessary.

Staff Analysis

The proposed amendments provide a practical regulatory framework for subcontractors performing work under the direction of licensed general contractors. The changes recognize the integral role subcontractors play in construction projects while maintaining accountability through the permit holder and responsible contractor.

The proposed registration system will:

1. Improve tracking and oversight of subcontractors working within the City.
2. Ensure subcontractors maintain Iowa contractor registration and bonding requirements.
3. Reduce administrative barriers for subcontractors who do not independently contract projects.
4. Preserve public safety and code compliance by maintaining responsibility with licensed

prime contractors.

5. Provide enforcement mechanisms through registration, bonding, and insurance requirements.

Staff believes the amendments strike an appropriate balance between contractor accountability and administrative efficiency. The amendments are anticipated to have minimal fiscal impact. Registration fees may generate a modest increase in revenue to offset administrative costs associated with processing and maintaining subcontractor registrations.

Attachments:

1. Ordinance
2. Current Chapter 15.30 - Redline
3. Current Chapter 15.30

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 15.30 ENTITLED "CONTRACTOR LICENSES – BOND – INSURANCE REQUIRED" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, TO ESTABLISH A REGISTERED SUBCONTRACTOR CLASSIFICATION.

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

Section 1. That Section 15.30.010 entitled "Licensing generally" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

- D. "Registered Subcontractor" classification is hereby established under the contractor licensing provisions of the Davenport Municipal Code.

A Registered Subcontractor may perform work regulated by the adopted construction codes only when working under:

1. A valid City-issued permit; and
2. A licensed prime/general contractor responsible for the permitted project.

This classification shall not authorize the holder to act as:

1. A prime contractor,
2. General contractor,
3. Developer,
4. Permit holder, or
5. Responsible party for an entire project.

Section 2. That Subsection 15.30.020(A)(5) of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

5. An individual desiring to engage in building contracting shall apply for, be examined, and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he sells his interest in the business, or ceases to be active in the business, that business may continue for no more than 30 days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.
 - a. A commercial building contractor shall obtain a Class A license. A commercial building

contractor is a contractor engaged in the performance or supervision of work regulated by the building code. Such work is not exclusively limited to work described in this subsection or exclusively limited to a line of work contemplated in subsection B or C hereunder and may include the moving or demolition of buildings.

- b. A residential building contractor shall obtain a Class B license. A "residential building contractor" is a contractor limited to the construction, remodeling or demolition of one- or two-family residences or of auxiliary facilities including car ports, garages and decks intended for one-family, two-family residential uses or townhomes.
- c. A specialty contractor shall obtain a Class C license. A "specialty contractor" is a contractor performing work regulated by the building code whose scope of work is limited to a specialty but does not include construction or installation of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, masonry, concrete, roofing, signs, siding, steel erection and fabricating, swimming pools, sprinkler systems, fire alarm systems, tuck pointing, water proofing.

EXCEPTION: 1. No Building Contractor License is required for a person having legal title and ownership for a building or structure classified as a Single-Family Dwelling. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. Unless otherwise provided by Iowa State Code, this exception shall not apply to work pertaining to mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

Owners of other buildings not classified as a Single-Family Dwelling may perform non-structural/cosmetic work only as determined by the Chief Building Official or designee.

Section 3. That Section 15.30.020 entitled "Building contractor licensing and regulation thereof" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

C. Subcontractors License: Obtaining a sub-contractor license

- 1. Completed City application form;
- 2. Proof of current Iowa Contractor Registration;
- 3. Required bond;
- 4. Payment of registration fee.

Section 4. That Subsection 15.30.080(A) of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

- A. Any person who desires to be licensed as a building contractor shall be tested by examination with the exception of a sub-contractor license that will be working under the supervision of a Class A or Class B license holder (per requirements in ordinance 15.30.010 and 15.30.020C). The building official may appoint a person or agency to administer the preparation, conducting and grading of examinations. Examinations shall be of such a nature as to uniformly test the capabilities of all applicants for each specific type of license. The applicant shall score a passing test result of 70% to secure a license. All associated fees for examination services, grading and administration shall be paid at the time of application by the individual desiring to be tested.

Section 5. That Subsection 15.30.120(E) of the Municipal Code of Davenport, Iowa, be and the same

is hereby amended to read as follows:

- E. Application, license and registration fees shall be charged according to the following schedule:

TABLE E.1 Annual Fee	
Building Contractor licenses:	
Commercial Building Contractor	
Class "A"	\$300
Residential Building Contractor	
Class "B"	\$200
Specialty Contractor or Subcontractor	
Class "C" or Subcontractor	\$100

Section 6. That Section 15.30.140 entitled "License revocation or suspension" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

Under certain conditions or by actions of the license holder for failure to comply with the requirements of Title 15 of the Davenport Municipal Code any contractor license issued in and for the City of Davenport may be revoked or suspended by order of the building official. No order of license revocation or suspension shall be lawful unless the following requirements have been satisfied:

- A. The licensee shall be served with written notice issued by the building official containing assertions of fact or conduct which warrant the intended action and reference the provisions of law violated and causing the revocation order and the effective date of the revocation or suspension of license.
- B. The licensee has the right of appeal of license revocation or suspension to the City Council.

Section 7. That Section 15.30.170 entitled "Bond required" of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

- A. Contractor Bonds. Any person, firm or corporation desiring to engage in the business of contracting, of the several types set forth in Table III-A of this subchapter, conditioned on the faithful performance of all the provisions of the Administrative Code, shall post a bond which is guaranteed by a surety. The term "business of contracting" as contained in this section shall mean being engaged in the business of doing work regulated by provisions of the technical codes and the Administrative Code. Such surety to be a company authorized to transact business in the State of Iowa.

TABLE III-A	
Type of Contracting	Sum of Bond
General contracting	\$25,000
Mechanical contracting	\$5,000

Electrical contracting	\$5,000
Plumbing contracting	\$5,000
Refrigeration and/or air-conditioning contracting	\$5,000
Sign contracting	\$5,000
Excavation contracting	\$5,000
Moving buildings	\$25,000
Blasting	Set by Fire Code Official
Demolition and wrecking	\$25,000
Subcontracting for Class A or Class B Permit Holder	\$5,000
Fire Suppression - Sprinklers	\$5,000
Fire Suppression - Alarms	\$5,000

Section 8. That Subsection 15.30.180(D) of the Municipal Code of Davenport, Iowa, be and the same is hereby amended to read as follows:

- D. All applicants for a Building Contractor license (Class A, B, and C) shall maintain insurance required by the above-listed sections, provided by an insurer rated B+ or better. The City reserves the right to request Certified proof of insurance from the Building Contractor.

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

Chapter 15.30
CONTRACTOR LICENSES — BOND — INSURANCE REQUIRED¹

SUBCHAPTER I
LICENSING GENERALLY

15.30.010. Licensing generally. [Ord. 2016-554 § 1 (part)]

- A. No person, firm, partnership or corporation shall engage in construction contracting without having a current valid license or certificate issued in accordance with this chapter. The term construction contracting shall mean being engaged in the performance or supervision of work regulated by provisions of any of the technical codes as defined in Chapter 15.8 of the Davenport Municipal Code and shall include persons contracting to perform such work in the conduct of a business.

EXCEPTION: No license is required for the owner of an existing single family dwelling who occupies the dwelling as his own residence. Owner occupants may perform repair or remodel or new construction work regulated by any of the above named codes on said dwelling together with any existing accessory buildings not used for commercial purposes only if:

1. The owner has secured a valid permit prior to commencement of the repair work;
 2. The owner calls for all of the required inspections normally required as a part of performing such work;
 3. The owner has not applied for a dwelling improvement license at more than two dwellings within a period of four years nor is engaged in the business of remodeling dwellings other than his own dwelling.
 4. The owner can demonstrate adequate knowledge and ability in the area of work for which applied.
- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current, valid license issued in accordance with this chapter. The term "sign contracting" shall mean being engaged in the performance or supervision of work regulated by the provisions of Section 17.12.060 of the Davenport Municipal Code, entitled "Sign Permit Required." **[Amended 12-4-2019 by Ord. No. 2019-530]**
- C. Restriction on Transfer. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

- D. "Registered Subcontractor" classification is hereby established under the contractor licensing provisions of the Davenport Municipal Code.

A Registered Subcontractor may perform work regulated by the adopted construction codes only when working under:

1. A valid City-issued permit; and
2. A licensed prime/general contractor responsible for the permitted project.

This classification shall not authorize the holder to act as:

- A prime contractor,
- General contractor,
- Developer,
- Permit holder, or
- Responsible party for an entire project.

~~D.E.~~ _____

15.30.020. Building contractor licensing and regulation thereof. [Amended 11-13-2024 by Ord. No. 2024-465; Ord. 2016-554 § 1 (part)]

A. Building Contractor Licensing.

-
1. Editor's Note: Prior Ordinances Codified Herein Include Portions Of Ordinance 81-A, 90-385, 95-423, 95-510, 97-485, 99-170, 2004-301, 2005-339 And 2008-156.

1. No person, firm or corporation shall engage in building contracting in the City without having a valid building contractor's license.
2. The term "building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the building code and shall include the business of contracting such work for hire.
3. A corporation desiring to engage in building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to act for the corporation, to apply for, be examined, and be licensed as an individual under the terms of this chapter. Such officer(s) or director(s) shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for 30 days, and within the 30 days shall accomplish appointment, examining and licensing of another director or officer to act as above.
4. A partnership desiring to engage in building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership, to apply for, be examined, and be licensed as an individual under the terms of this chapter. Such partner(s) shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for 30 days, and within the 30 days shall accomplish appointment, examining and licensing of another partner to act as above.
5. An individual desiring to engage in building contracting shall apply for, be examined, and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he sells his interest in the business, or ceases to be active in the business, that business may continue no more than 30 days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.
 - a. A commercial building contractor shall obtain a Class A license. A commercial building contractor is a contractor engaged in the performance or supervision of work regulated by the building code. Such work is not exclusively limited to work described in this subsection or exclusively limited to a line of work contemplated in subsection B or C hereunder and may include the moving or demolition of buildings.
 - b. A residential building contractor shall obtain a Class B license. A "residential building contractor" is a contractor limited to the construction, remodeling or

demolition of one- or two-family residences or of auxiliary facilities including car ports, ~~and~~ garages and decks intended for one-family, ~~or~~ two-family residential uses or townhomes.

- c. A specialty contractor shall obtain a Class C license. A "specialty contractor" is a contractor performing work regulated by the building code whose scope of work is limited to a specialty but does not include construction or installation of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks masonry, concrete, roofing, signs, siding, steel erection and fabricating, swim pools, sprinkler systems, fire alarm systems, tuck pointing, water proofing.

EXCEPTION: 1. No Building Contractor License is required for a person having legal title and ownership for a building or structure classified as a Single-Family Dwelling. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. Unless otherwise provided by Iowa State Code, this exception shall not apply to work pertaining to mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

Owners of other buildings not classified as a Single-Family Dwelling may perform non-structural/cosmetic work only as determined by the Chief Building Official or designee.

- B. All Candidates for Building Contractor licensing must demonstrate 3 years of experience in building construction or design to be eligible for the exam. per Chapter 15.30.080 of this Code. Work experience need not be continuous but must be full-time (40 hours per week) within the past ten years.

Exceptions:

1. Successful completion of a three- or four-year vocational high school or other vocational school program in the field of building construction shall be deemed as satisfying one year of work experience.
2. Completion of a bachelor's degree from an accredited college or university shall be deemed as satisfying one year of work experience.
3. Successful completion of a bachelor's degree from an accredited college or university in architecture, engineering, or technology in a related field shall be deemed as satisfying two years of work experience.
4. Active construction-related military experience may be considered full time experience.

5. Note: Education cannot account for more than two years of experience, and union affiliation only is not acceptable as work experience.

C. Subcontractors License: Obtaining a sub-contractor license

1. Completed City application form;
2. Proof of current Iowa Contractor Registration;
3. Required bond;
4. Payment of registration fee.-

15.30.030. Plumbing licensing and regulation thereof. [Ord. 2016-554 § 1 (part)]

A. Plumbing Contractor's License.

1. Upon the effective date of enforcement determined by the State of Iowa Plumbing &

Mechanical Systems Board, no person, firm or corporation shall engage in plumbing contracting or the installation of plumbing systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code Chapter 105.

EXCEPTION: 1. A plumbing contractor's license shall not be required for sewer construction work where such sewers are public sewers on public property, or, as in the case of subdivision development work, where such sewers are intended for future acceptance by the City as public sewers on public property. All such work is directly under the jurisdiction of the department of public construction and engineering.

15.30.040. State of Iowa Electrical licensing and regulation thereof. [Ord. 2016-554 § 1 (part)]

A. State of Iowa Electrical Contractor License Required.

1. Upon the effective date of enforcement determined by the State of Iowa Electrical Examining Board, no person, firm or corporation shall engage in electrical contracting or the installation of electrical systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code Chapter 103 or the City Of Davenport.
2. Class "B" Master Electrician and Class "B" Journeyman Electrician licenses shall not be recognized as valid to perform work as Master Electricians or Journeyman Electricians, respectively, within the City of Davenport.
3. Class "B" license holders would have rights and privileges equal to those of a licensed "Unclassified" person.
4. Persons holding a Special Electrician license with a "Residential Electrician" endorsement shall be supervised by a Class "A" Master Electrician per 2007 Iowa Acts, Chapter 197, Section 21; or an electrical contractor licensed by the City of Davenport.

15.30.050. Mechanical licensing and regulation thereof. [Ord. 2016-554 § 1 (part)]

A. Mechanical Contractor's License.

1. Upon the effective date of enforcement determined by the State of Iowa Plumbing & Mechanical Systems Board, no person, firm or corporation shall engage in mechanical contracting or the installation of mechanical systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code 105.

15.30.060. (Reserved) [Ord. 2016-554 § 1 (part)]

SUBCHAPTER II APPLICATION FOR LICENSE

15.30.070. Application for licenses. [Amended 11-13-2024 by Ord. No. 2024-465; Ord. 2016-554 § 1 (part)]

- A. Any person who desires to be licensed as a building contractor as defined in this chapter shall make application to the building official. The building official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of his training and experience. The completed forms must be accompanied by any affidavits and documentation required by other provisions of this chapter.
- B. All applicants for a Building Contractor license (Class A, B, and C) may be required to identify all other business enterprises where applicant currently has an equity interest, or has had an equity interest in the last ten (10) years.
- C. All applicants for a Building Contractor license (A, B, and C) may be required to provide a statement of financial solvency.

15.30.080. Examination for license. [Ord. No. 2016-554 § 1 (part)]

- A. Any person who desires to be licensed as a building contractor shall be tested by examination with the exception of a sub-contractor license that will be working under the supervision of a Class A or Class B license holder (per requirements in ordinance 15.30.010 and 15.30.020C). The building official may appoint a person or agency to administer the preparation, conducting and grading of examinations. Examinations shall be of such a nature as to uniformly test the capabilities of all applicants for each specific type of license. The applicant shall score a passing test result of 70% in order to secure a license. All associated fees for examination services, grading and administration shall be paid at the time of application by the individual desiring to be tested.

15.30.090. (Reserved) [Ord. 2016-554 § 1 (part)]

15.30.100. (Reserved) [Ord. 2016-554 § 1 (part)]

15.30.110. Examination waived. [Ord. 2016-554 § 1 (part)]

Any building contractor having been tested elsewhere by an examination of equal standards or who produces proper credentials showing accreditation or affidavit of training and experience may upon review by the building official, be excused from the examination required by this chapter.

15.30.120. Issuance of license, fees and renewals. [Ord. 2016-554 § 1 (part)]

- A. No license shall be issued to a firm, partnership or corporation.
- B. No license shall be issued, and no contractor's license shall remain valid unless a current, approved bond shall be on file in the office of the building official as provided in the code.
- C. Licenses and renewals shall be issued by the building official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Secretary of the licensing board or the

building official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and approval by the building official that the applicant is in full compliance with all applicable provisions of the Davenport Municipal Code and all lawful orders of compliance and notices or citations issued by the City of Davenport.

- D. All licenses shall expire on March 31st of each year. Renewals may be secured in the 30 days preceding the expiration date. Expired licenses may be renewed at any time within the license year upon payment of the required fee and penalty, if any. After one license year has elapsed without license renewal, a new application must be submitted with examination fee, and the applicant must be reexamined. The term "license year" means the twelve-month period, commencing April 1st of any year.
- E. Application, license and registration fees shall be charged according to the following schedule:

TABLE E.1 Annual Fee	
Building Contractor licenses:	
Commercial Building Contractor	
Class "A"	\$300
Residential Building Contractor	
Class "B"	\$200
Specialty Contractor <u>or Subcontractor</u>	
Class "C" <u>or Subcontractor</u>	\$100

- F. In all cases where licenses and registrations are not renewed on or before April 30th of each year and the licensee has performed work regulated by this chapter, a penalty of one-half the annual fee may be added to the annual fee.

15.30.130. License revocation or suspension. [Ord. 2016-554 § 1 (part)]

In addition to penalties otherwise provided, violations of Title 15 of the City of Davenport Municipal Code shall authorize the building official, to order, in accordance with the provisions of Section 15.30.140, revocation or suspension of any license issued under this chapter.

15.30.140. Revocation and suspension procedures. [Ord. 2016-554 § 1 (part)]

Under certain conditions or by actions of the license holder for failure to comply with the requirements of Title 15 of the Davenport Municipal Code any contractor license issued in and for the City of Davenport may be revoked or suspended by order of the building official. No order of license revocation or suspension shall be lawful unless the following requirements have been satisfied:

- A. The licensee shall be served with written notice issued by the building official containing assertions of fact or conduct which warrant the intended action and reference the provisions of law violated and causing the revocation order and the effective date of the revocation or suspension of

license.

B. The licensee has the right of appeal of license revocation [or suspension](#) to the City Council.

15.30.150. (Reserved) [Ord. 2016-554 § 1 (part)]

15.30.160. (Reserved) [Ord. 2016-554 § 1 (part)]

SUBCHAPTER III BOND AND INSURANCE REQUIRED

15.30.170. Bond required. [Ord. 2016-554 § 1 (part)]

- A. Contractor Bonds. Any person, firm or corporation desiring to engage in the business of contracting, of the several types as set forth in Table III-A of this subchapter, conditioned on the faithful performance of all the provisions of the Administrative Code, shall post a bond which is guaranteed by a surety. The term "business of contracting" as contained in this section shall mean being engaged in the business of doing work regulated by provisions of the technical codes and the Administrative Code. Such surety to be a company authorized to transact business in the State of Iowa.

TABLE III-A	
Type of Contracting	Sum of Bond
General contracting	\$25,000
Mechanical contracting	\$5,000
Electrical contracting	\$5,000
Plumbing contracting	\$5,000
Refrigeration and/or air-conditioning contracting	\$5,000
Sign contracting	\$5,000
Excavation contracting	\$5,000
Moving buildings	\$25,000
Blasting	Set by e-Uniform Fire Code Official
Demolition and wrecking	\$25,000
<u>Subcontracting for Class A or Class B Permit Holder</u>	<u>\$5,000</u>
<u>Fire Suppression - Sprinklers</u>	<u>\$5,000</u>
<u>Fire Suppression - Alarms</u>	<u>\$5,000</u>

15.30.180. Liability insurance required. [Amended 11-13-2024 by Ord. No. 2024-465; Ord. 2018-327; Ord. 2016-554 § 1 (part)]

- A. Contractors Insurance. Any person, firm or corporation desiring to engage in the moving or demolition of buildings shall file with the building official a duplicate copy of a liability insurance policy covering such operations. The licensee must obtain and have in place liability insurance of the type and amount specified by the City risk division. The City of Davenport shall be named in the policy as additionally insured. Said policy shall be issued by a legally authorized surety transacting business in the State of Iowa. Required property damage limits may be increased by the building official.
- B. Sign Liability Insurance. Liability insurance is required covering all billboards, wherever located and all signs on or over public property, and all signs over walkways, parking lots and all road ways on private commercial property where such areas are in use by the public.

15.30.170

15.30.180

Liability insurance shall provide for the principal sum of not less than \$50,000 liability to any one person or \$300,000 liability on account of any one accident. Such policy shall be

written in accordance with standard form now in general use. Said policy shall further carry an endorsement protecting the City of Davenport as its interest may appear as the result of any accident or injury for which it might become in any manner liable. Should such insurance be terminated for any reason or owner of the sign fail to keep such insurance in force at any time, the permit for the maintenance of any such sign shall automatically terminate and such sign be forthwith removed by the owner or his agent.

- C. Marquee and Other Projections, Liability Insurance. Every person, firm or corporation desiring to erect or maintain a marquee shall first procure public liability insurance thereon in a company authorized to transact business in the State of Iowa, for the principal sum of not less than \$50,000 liability to any one person or \$300,000 liability on account of any one accident. Such policy shall be written in accordance with standard form now in general use. Said policy shall further carry an endorsement protecting the City of Davenport as its interest may appear as the result of any accident or injury for which it might become in any manner liable. Should such insurance be terminated for any reason or should the holder of the permit fail to keep such insurance in force at any time, the permit for the maintenance of any such canopy or marquee shall automatically terminate and such canopy or marquee shall be forthwith removed by the owner or his agent. If not removed by the owner or his agent, then the marquee may be removed by the building official and the expense thereof shall be recovered from said owner or owner's agent.

EXCEPTION: 1. Canvas type awnings shall be exempt from this insurance requirement.

- D. All applicants for a Building Contractor license (Class A, B, and C) shall maintain insurance required by the above-listed sections, provide by an insurer rated B+ or better. ~~shall maintain insurance required as by the above-listed sections is rated B+ or better.~~ The City reserves the right to request Certified proof of insurance from the Building Contractor.

Chapter 15.30
CONTRACTOR LICENSES — BOND — INSURANCE REQUIRED¹

SUBCHAPTER I
LICENSING GENERALLY

15.30.010. Licensing generally. [Ord. 2016-554 § 1 (part)]

- A. No person, firm, partnership or corporation shall engage in construction contracting without having a current valid license or certificate issued in accordance with this chapter. The term construction contracting shall mean being engaged in the performance or supervision of work regulated by provisions of any of the technical codes as defined in Chapter 15.8 of the Davenport Municipal Code and shall include persons contracting to perform such work in the conduct of a business.

EXCEPTION: No license is required for the owner of an existing single family dwelling who occupies the dwelling as his own residence. Owner occupants may perform repair or remodel or new construction work regulated by any of the above named codes on said dwelling together with any existing accessory buildings not used for commercial purposes only if:

1. The owner has secured a valid permit prior to commencement of the repair work;
 2. The owner calls for all of the required inspections normally required as a part of performing such work;
 3. The owner has not applied for a dwelling improvement license at more than two dwellings within a period of four years nor is engaged in the business of remodeling dwellings other than his own dwelling.
 4. The owner can demonstrate adequate knowledge and ability in the area of work for which applied.
- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current, valid license issued in accordance with this chapter. The term "sign contracting" shall mean being engaged in the performance or supervision of work regulated by the provisions of Section 17.12.060 of the Davenport Municipal Code, entitled "Sign Permit Required." **[Amended 12-4-2019 by Ord. No. 2019-530]**
- C. Restriction on Transfer. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

15.30.020. Building contractor licensing and regulation thereof. [Amended 11-13-2024 by Ord. No. 2024-465; Ord. 2016-554 § 1 (part)]

- A. Building Contractor Licensing.

1. Editor's Note: Prior Ordinances Codified Herein Include Portions Of Ordinance 81-A, 90-385, 95-423, 95-510, 97-485, 99-170, 2004-301, 2005-339 And 2008-156.

1. No person, firm or corporation shall engage in building contracting in the City without having a valid building contractor's license.
2. The term "building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the building code and shall include the business of contracting such work for hire.
3. A corporation desiring to engage in building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to act for the corporation, to apply for, be examined, and be licensed as an individual under the terms of this chapter. Such officer(s) or director(s) shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for 30 days, and within the 30 days shall accomplish appointment, examining and licensing of another director or officer to act as above.
4. A partnership desiring to engage in building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership, to apply for, be examined, and be licensed as an individual under the terms of this chapter. Such partner(s) shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for 30 days, and within the 30 days shall accomplish appointment, examining and licensing of another partner to act as above.
5. An individual desiring to engage in building contracting shall apply for, be examined, and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he sells his interest in the business, or ceases to be active in the business, that business may continue no more than 30 days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.
 - a. A commercial building contractor shall obtain a Class A license. A commercial building contractor is a contractor engaged in the performance or supervision of work regulated by the building code. Such work is not exclusively limited to work described in this subsection or exclusively limited to a line of work contemplated in subsection B or C hereunder and may include the moving or demolition of buildings.
 - b. A residential building contractor shall obtain a Class B license. A "residential building contractor" is a contractor limited to the construction, remodeling or

demolition of one- or two-family residences or of auxiliary facilities including car ports and garages intended for one-family or two-family residential uses.

- c. A specialty contractor shall obtain a Class C license. A "specialty contractor" is a contractor performing work regulated by the building code whose scope of work is limited to a specialty but does not include construction or installation of a building or addition thereto. Such work shall include the performance or installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, steel erection and fabricating, swim pools, sprinkler systems, fire alarm systems, tuck pointing, water proofing.

EXCEPTION: 1. No Building Contractor License is required for a person having legal title and ownership for a building or structure classified as a Single-Family Dwelling. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. Unless otherwise provided by Iowa State Code, this exception shall not apply to work pertaining to mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

Owners of other buildings not classified as a Single-Family Dwelling may perform non-structural/cosmetic work only as determined by the Chief Building Official or designee.

- B. All Candidates for Building Contractor licensing must demonstrate 3 years of experience in building construction or design to be eligible for the exam per Chapter 15.30 of this Code. Work experience need not be continuous but must be full-time (40 hours per week) within the past ten years.

Exceptions:

1. Successful completion of a three- or four-year vocational high school or other vocational school program in the field of building construction shall be deemed as satisfying one year of work experience.
2. Completion of a bachelor's degree from an accredited college or university shall be deemed as satisfying one year of work experience.
3. Successful completion of a bachelor's degree from an accredited college or university in architecture, engineering, or technology in a related field shall be deemed as satisfying two years of work experience.
4. Active construction-related military experience may be considered full time experience.
5. Note: Education cannot account for more than two years of experience, and union affiliation only is not acceptable as work experience.

15.30.030. Plumbing licensing and regulation thereof. [Ord. 2016-554 § 1 (part)]

- A. Plumbing Contractor's License.

1. Upon the effective date of enforcement determined by the State of Iowa Plumbing &

Mechanical Systems Board, no person, firm or corporation shall engage in plumbing contracting or the installation of plumbing systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code Chapter 105.

EXCEPTION: 1. A plumbing contractor's license shall not be required for sewer construction work where such sewers are public sewers on public property, or, as in the case of subdivision development work, where such sewers are intended for future acceptance by the City as public sewers on public property. All such work is directly under the jurisdiction of the department of public construction and engineering.

15.30.040. State of Iowa Electrical licensing and regulation thereof. [Ord. 2016-554 § 1 (part)]

A. State of Iowa Electrical Contractor License Required.

1. Upon the effective date of enforcement determined by the State of Iowa Electrical Examining Board, no person, firm or corporation shall engage in electrical contracting or the installation of electrical systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code Chapter 103 or the City Of Davenport.
2. Class "B" Master Electrician and Class "B" Journeyman Electrician licenses shall not be recognized as valid to perform work as Master Electricians or Journeyman Electricians, respectively, within the City of Davenport.
3. Class "B" license holders would have rights and privileges equal to those of a licensed "Unclassified" person.
4. Persons holding a Special Electrician license with a "Residential Electrician" endorsement shall be supervised by a Class "A" Master Electrician per 2007 Iowa Acts, Chapter 197, Section 21; or an electrical contractor licensed by the City of Davenport.

15.30.050. Mechanical licensing and regulation thereof. [Ord. 2016-554 § 1 (part)]

A. Mechanical Contractor's License.

1. Upon the effective date of enforcement determined by the State of Iowa Plumbing & Mechanical Systems Board, no person, firm or corporation shall engage in mechanical contracting or the installation of mechanical systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code 105.

15.30.060. (Reserved) [Ord. 2016-554 § 1 (part)]

SUBCHAPTER II APPLICATION FOR LICENSE

15.30.070. Application for licenses. [Amended 11-13-2024 by Ord. No. 2024-465; Ord. 2016-554 § 1 (part)]

- A. Any person who desires to be licensed as a building contractor as defined in this chapter shall make application to the building official. The building official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of his training and experience. The completed forms must be accompanied by any affidavits and documentation required by other provisions of this chapter.
- B. All applicants for a Building Contractor license (Class A, B, and C) may be required to identify all other business enterprises where applicant currently has an equity interest, or has had an equity interest in the last ten (10) years.
- C. All applicants for a Building Contractor license (A, B, and C) may be required to provide a statement of financial solvency.

15.30.080. Examination for license. [Ord. No. 2016-554 § 1 (part)]

- A. Any person who desires to be licensed as a building contractor shall be tested by examination. The building official may appoint a person or agency to administer the preparation, conducting and grading of examinations. Examinations shall be of such a nature as to uniformly test the capabilities of all applicants for each specific type of license. The applicant shall score a passing test result of 70% in order to secure a license. All associated fees for examination services, grading and administration shall be paid at the time of application by the individual desiring to be tested.

15.30.090. (Reserved) [Ord. 2016-554 § 1 (part)]

15.30.100. (Reserved) [Ord. 2016-554 § 1 (part)]

15.30.110. Examination waived. [Ord. 2016-554 § 1 (part)]

Any building contractor having been tested elsewhere by an examination of equal standards or who produces proper credentials showing accreditation or affidavit of training and experience may upon review by the building official, be excused from the examination required by this chapter.

15.30.120. Issuance of license, fees and renewals. [Ord. 2016-554 § 1 (part)]

- A. No license shall be issued to a firm, partnership or corporation.
- B. No license shall be issued, and no contractor's license shall remain valid unless a current, approved bond shall be on file in the office of the building official as provided in the code.
- C. Licenses and renewals shall be issued by the building official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Secretary of the licensing board or the

building official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and approval by the building official that the applicant is in full compliance with all applicable provisions of the Davenport Municipal Code and all lawful orders of compliance and notices or citations issued by the City of Davenport.

- D. All licenses shall expire on March 31st of each year. Renewals may be secured in the 30 days preceding the expiration date. Expired licenses may be renewed at any time within the license year upon payment of the required fee and penalty, if any. After one license year has elapsed without license renewal, a new application must be submitted with examination fee, and the applicant must be reexamined. The term "license year" means the twelve-month period, commencing April 1st of any year.
- E. Application, license and registration fees shall be charged according to the following schedule:

TABLE E.1 Annual Fee	
Building Contractor licenses:	
Commercial Building Contractor	
Class "A"	\$300
Residential Building Contractor	
Class "B"	\$200
Specialty Contractor	
Class "C"	\$100

- F. In all cases where licenses and registrations are not renewed on or before April 30th of each year and the licensee has performed work regulated by this chapter, a penalty of one-half the annual fee may be added to the annual fee.

15.30.130. License revocation or suspension. [Ord. 2016-554 § 1 (part)]

In addition to penalties otherwise provided, violations of Title 15 of the City of Davenport Municipal Code shall authorize the building official, to order, in accordance with the provisions of Section 15.30.140, revocation or suspension of any license issued under this chapter.

15.30.140. Revocation and suspension procedures. [Ord. 2016-554 § 1 (part)]

Under certain conditions or by actions of the license holder for failure to comply with the requirements of Title 15 of the Davenport Municipal Code any contractor license issued in and for the City of Davenport may be revoked by order of the building official. No order of license revocation or suspension shall be lawful unless the following requirements have been satisfied:

- A. The licensee shall be served with written notice issued by the building official containing assertions of fact or conduct which warrant the intended action and reference the provisions of law violated and causing the revocation order and the effective date of the revocation of

license.

B. The licensee has the right of appeal of license revocation to the City Council.

15.30.150. (Reserved) [Ord. 2016-554 § 1 (part)]

15.30.160. (Reserved) [Ord. 2016-554 § 1 (part)]

SUBCHAPTER III BOND AND INSURANCE REQUIRED

15.30.170. Bond required. [Ord. 2016-554 § 1 (part)]

- A. Contractor Bonds. Any person, firm or corporation desiring to engage in the business of contracting, of the several types as set forth in Table III-A of this subchapter, conditioned on the faithful performance of all the provisions of the Administrative Code, shall post a bond which is guaranteed by a surety. The term "business of contracting" as contained in this section shall mean being engaged in the business of doing work regulated by provisions of the technical codes and the Administrative Code. Such surety to be a company authorized to transact business in the State of Iowa.

TABLE III-A	
Type of Contracting	Sum of Bond
General contracting	\$25,000
Mechanical contracting	\$5,000
Electrical contracting	\$5,000
Plumbing contracting	\$5,000
Refrigeration and/or air-conditioning contracting	\$5,000
Sign contracting	\$5,000
Excavation contracting	\$5,000
Moving buildings	\$25,000
Blasting	See Uniform Fire Code
Demolition and wrecking	\$25,000

15.30.180. Liability insurance required. [Amended 11-13-2024 by Ord. No. 2024-465; Ord. 2018-327; Ord. 2016-554 § 1 (part)]

- A. Contractors Insurance. Any person, firm or corporation desiring to engage in the moving or demolition of buildings shall file with the building official a duplicate copy of a liability insurance policy covering such operations. The licensee must obtain and have in place liability insurance of the type and amount specified by the City risk division. The City of Davenport shall be named in the policy as additionally insured. Said policy shall be issued by a legally authorized surety transacting business in the State of Iowa. Required property damage limits may be increased by the building official.
- B. Sign Liability Insurance. Liability insurance is required covering all billboards, wherever located and all signs on or over public property, and all signs over walkways, parking lots and all road ways on private commercial property where such areas are in use by the public. Liability insurance shall provide for the principal sum of not less than \$50,000 liability to any one person or \$300,000 liability on account of any one accident. Such policy shall be

written in accordance with standard form now in general use. Said policy shall further carry an endorsement protecting the City of Davenport as its interest may appear as the result of any accident or injury for which it might become in any manner liable. Should such insurance be terminated for any reason or owner of the sign fail to keep such insurance in force at any time, the permit for the maintenance of any such sign shall automatically terminate and such sign be forthwith removed by the owner or his agent.

- C. Marquee and Other Projections, Liability Insurance. Every person, firm or corporation desiring to erect or maintain a marquee shall first procure public liability insurance thereon in a company authorized to transact business in the State of Iowa, for the principal sum of not less than \$50,000 liability to any one person or \$300,000 liability on account of any one accident. Such policy shall be written in accordance with standard form now in general use. Said policy shall further carry an endorsement protecting the City of Davenport as its interest may appear as the result of any accident or injury for which it might become in any manner liable. Should such insurance be terminated for any reason or should the holder of the permit fail to keep such insurance in force at any time, the permit for the maintenance of any such canopy or marquee shall automatically terminate and such canopy or marquee shall be forthwith removed by the owner or his agent. If not removed by the owner or his agent, then the marquee may be removed by the building official and the expense thereof shall be recovered from said owner or owner's agent.

EXCEPTION: 1. Canvas type awnings shall be exempt from this insurance requirement.

- D. All applicants for a Building Contractor license (Class A, B, and C) shall maintain insurance required as by the above-listed sections is rated B+ or better. The City reserves the right to request Certified proof of insurance from the Building Contractor.

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution approving Change Order #1 in the amount of \$160,000 to Hawkeye Paving Corporation of Davenport, Iowa, for the Elmore Avenue (East Kimberly Road to 3838 Elmore Avenue) Patching Project, CIP #35061. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The original project scope included pavement patching at several locations south of 3838 Elmore Avenue to East Kimberly Road. Because the City received competitive bids with favorable unit prices, the proposed change order expands the project to include additional pavement repairs extending north to the intersection of East 39th Street. Completing this work under the existing contract maximizes the value of the bid, avoids future mobilization costs, and addresses additional pavement deficiencies within the corridor during a single construction season.

Summary of Contract

Original Contract (Approved Resolution 2026-224)	\$291,655
Change Order #1 (pending approval)	\$160,000
Amended Contract Amount	\$451,655

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving Change Order #1 in the amount of \$160,000 to Hawkeye Paving Corporation of Davenport, Iowa, for the Elmore Avenue (East Kimberly Road to 3838 Elmore Avenue) Patching Project, CIP #35061.

WHEREAS, the City of Davenport, Iowa entered into a contract with Hawkeye Paving Corporation of Davenport, Iowa, for the Elmore Avenue (East Kimberly Road to 3838 Elmore Avenue) Patching Project; and

WHEREAS, additional concrete patching north of the planned limits is necessary; and

WHEREAS, sidewalks at the intersection of Elmore Ave and East 39th Street will be upgraded to meet ADA standards as part of this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that Change Order #1 in the amount of \$160,000 to Hawkeye Paving Corporation of Davenport, Iowa, for the Elmore Avenue (East Kimberly Road to 3838 Elmore Avenue) Patching Project, CIP #35061, is hereby approved.

Passed and approved this 22nd day of July, 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
7/15/2026

Subject:

Resolution awarding a contract for the 2026 Neighborhood Streets Preservation Program – Package B (Thin Lift – West) to Taylor Ridge Paving & Construction of Andalusia, Illinois, in the amount of \$541,957, CIP #35062. [Wards 1, 3, 4, & 8]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 15, 2026, and sent to contractors. On July 7, 2026, the Purchasing Division opened and read three (3) bids. Taylor Ridge Paving & Construction of Andalusia, Illinois, was determined to be the lowest responsive and responsible bidder and is recommended for award.

This project will utilize a thin-lift asphalt overlay. This process will involve applying a new, shallow layer of hot-mix asphalt of 1 inch directly over the existing, structurally sound pavement. A thin-lift overlay effectively fills in minor ruts, seals surface cracks, and delivers a completely fresh, smooth, and quiet driving surface for residents. By creating a tight barrier against water penetration, this method stops the freeze-thaw cycles that cause potholes, functioning as an aesthetic and structural facelift without the heavy financial burden of tearing up and rebuilding the entire roadbed. Before applying the thin-lift overlay, a 1-inch wedge milling process will be completed. Wedge milling is a precision grinding process that removes a gradually sloping section of asphalt along the edge of a road. It creates a smooth, tapered joint where the new thin-lift pavement ties into existing driveways, concrete gutters, or lower-traffic lanes.

This project is budgeted in CIP #35062 | Neighborhood Street Repair Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the 2026 Neighborhood Streets Preservation Program – Package B (Thin Lift – West) to Taylor Ridge Paving & Construction of Andalusia, Illinois, in the amount of \$541,957, CIP #35062.

WHEREAS, the City needs to contract for the 2026 Neighborhood Streets Preservation Program – Package B (Thin Lift – West); and

WHEREAS, Taylor Ridge Paving & Construction of Andalusia, Illinois, was determined to be the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the 2026 Neighborhood Streets Preservation Program – Package B (Thin Lift – West) is hereby awarded to Taylor Ridge Paving & Construction of Andalusia, Illinois, in the amount of \$541,957, CIP #35062.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 2026 Neighborhood Streets Preservation Program – Package B (Thin Lift – West)

BID NUMBER: 26-78

OPENING DATE: July 7, 2026

FUNDING: CIP #35062 | Neighborhood Street Repair Program

RECOMMENDATION: Award the contract to Taylor Ridge Paving & Construction of Andalusia, Illinois in the amount of \$541,957.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Taylor Ridge Paving & Construction of Andalusia, IL	\$541,957
Hawkeye Paving Corporation of Davenport, IA	\$543,171
Manatts, Inc. – Eastern Iowa Division of Camanche, IA	\$547,847.50

Approved By

Purchasing

Date

Approved By

Depl. Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

Date

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution awarding a contract for the 2026 Roller Compacted Concrete Alley Program to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$497,993, CIP #35068. [Wards 4 & 5]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 3, 2026, and sent to contractors. On June 23, 2026, the Purchasing Division opened and read three (3) bids. Hawkeye Paving Corporation of Davenport, Iowa, was determined to be the lowest responsive and responsible bidder and is recommended for award.

This project will improve two alleys in Davenport:

- Alley 1 is located between Wilkes Avenue and Hickory Grove Road from West Locust Street to West Pleasant Street.
- Alley 2 is located between Duggleby Street and Jersey Ridge Road from Duggleby Street to East Locust Street.

This contract is budgeted in CIP #35038 | Alley Repair Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the 2026 Roller Compacted Concrete Alley Program to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$497,993, CIP #35038.

WHEREAS, the City needs to contract for the 2026 Roller Compacted Concrete Alley Program; and

WHEREAS, Hawkeye Paving Corporation of Davenport, Iowa, was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the 2026 Roller Compacted Concrete Alley Program is hereby awarded to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$497,993, CIP #35038.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 2026 Roller Compacted Concrete Alley Program

BID NUMBER: 26-74 Addendum 2

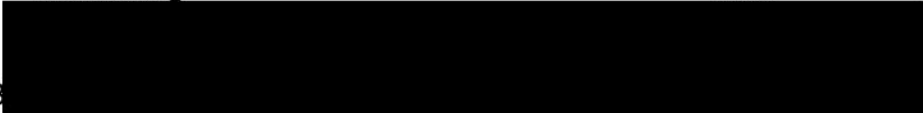
OPENING DATE: June 23, 2026

FUNDING: CIP #35038 | Alley Repair Program

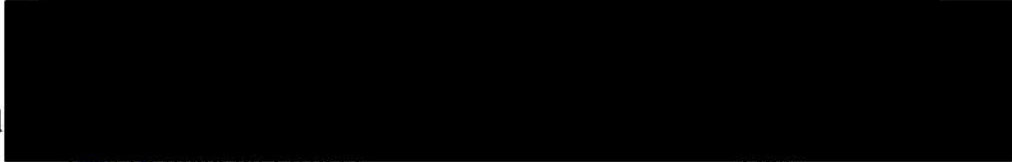
RECOMMENDATION: Award the contract to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$497,993.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Hawkeye Paving Corporation of Davenport, IA	\$497,993.00
Anderson Commercial Concrete of Davenport, IA	\$508,041.35
Eastern Iowa Excavating & Concrete of Cascade, IA	\$534,681.40

Approved By 
Purchasing  Date 

Approved By 
Director  Date 

Approved By 

Approved 
Chief Financial Officer  Date 

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution awarding a contract for the 2026 Neighborhood Streets Preservation Program – Package C (Thin Lift – East) to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$358,044, CIP #35062. [Wards 5 & 7]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 15, 2026, and sent to contractors. On July 7, 2026, the Purchasing Division opened and read three (3) bids. Hawkeye Paving Corporation of Davenport, Iowa, was determined to be the lowest responsive and responsible bidder and is recommended for award.

This project will utilize a thin-lift asphalt overlay. This process will involve applying a new, shallow layer of hot-mix asphalt of 1 inch directly over the existing, structurally sound pavement. A thin-lift overlay effectively fills in minor ruts, seals surface cracks, and delivers a completely fresh, smooth, and quiet driving surface for residents. By creating a tight barrier against water penetration, this method stops the freeze-thaw cycles that cause potholes, functioning as an aesthetic and structural facelift without the heavy financial burden of tearing up and rebuilding the entire roadbed. Before applying the thin-lift overlay, a 1-inch wedge milling process will be completed. Wedge milling is a precision grinding process that removes a gradually sloping section of asphalt along the edge of a road. It creates a smooth, tapered joint where the new thin-lift pavement ties into existing driveways, concrete gutters, or lower-traffic lanes.

This project is budgeted in CIP #35062 | Neighborhood Street Repair Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding the contract for the 2026 Neighborhood Streets Preservation Program – Package C (Thin Lift – East) to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$358,044, CIP #35062.

WHEREAS, the City needs to contract for the 2026 Neighborhood Streets Preservation Program – Package C (Thin Lift – East); and

WHEREAS, Hawkeye Paving Corporation of Davenport, Iowa, was determined to be the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a contract for the 2026 Neighborhood Streets Preservation Program – Package C (Thin Lift – East) is hereby awarded to Hawkeye Paving Corporation of Davenport, Iowa, in the amount of \$358,044, CIP #35062.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 2026 Neighborhood Streets Preservation Program – Package C (Thin Lift – East)

BID NUMBER: 26-79

OPENING DATE: July 7, 2026

FUNDING: CIP #35062 | Neighborhood Street Repair Program

RECOMMENDATION: Award the contract to Hawkeye Paving Corporation of Davenport, Iowa in the amount of \$358,044.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Hawkeye Paving Corporation of Davenport, IA	\$358,044
Manatts, Inc. – Eastern Iowa Division of Camanche, IA	\$369,194
Taylor Ridge Paving & Construction of Andalusia, IL	\$377,546.30

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

Date

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution approving a grant agreement with the Federal Aviation Administration (FAA) in the amount of \$1,277,272 for the Taxiway C Reconstruction Project at the Davenport Municipal Airport, CIP #20016. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

This project will reconstruct Taxiway C at the Davenport Municipal Airport, including pavement improvements at the Taxiway A and C intersection. The work includes construction, construction administration, quality assurance material testing, and project closeout. Taxiway C is a critical aircraft movement area serving general aviation and commercial operations, providing access to the airport fuel facility, aircraft storage, and maintenance hangars. The existing pavement has reached the end of its useful life and exhibits surface deterioration and structural wear. The proposed improvements will restore safe operating conditions, maintain FAA design standards, and extend the useful life of the airfield infrastructure.

The City was awarded two federal grants through the Federal Aviation Administration (FAA). These funds are through the Infrastructure Grant (BIL-AIG) and Infrastructure Investment and Jobs Act – Airport Infrastructure Grant (IIJA-AIG); when combined they represent \$1,277,272 of project cost. The City's local share is estimated at \$67,230, which has been budgeted in the FY 2027 CIP 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 a grant agreement with the Federal Aviation Administration (FAA) in the amount of \$1,277,272 for the Taxiway C Reconstruction Project at the Davenport Municipal Airport, CIP #20016.

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

WHEREAS, the Federal Aviation Administration (FAA), through the Infrastructure Grant (BIL-AIG) and Infrastructure Investment and Jobs Act – Airport Infrastructure Grant (IIJA-AIG), is offering two grant agreements to the City which will cover eligible costs related to the Taxiway C Reconstruction Project at the Davenport Municipal Airport; and

WHEREAS, the City has been awarded 95% of estimated construction costs, not to exceed \$1,277,272, with a required City match of 5%, currently estimated to be \$67,230.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a grant agreement with the Federal Aviation Administration (FAA) in the amount of \$1,277,272 for the Taxiway C Reconstruction Project at the Davenport Municipal Airport, CIP #20016, is hereby approved.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works
Contact Info: Amy Kay | 563-327-5160

Action / Date
7/15/2026

Subject:

Resolution approving a grant agreement with Partners of Scott County Watersheds, through the Iowa Department of Natural Resources Urban Forestry Grant Program, in the amount of \$50,000 for the Goose Creek Park Environmental Restoration Project and authorizing the Public Works Director or designee to execute necessary documents. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

To better distribute streambank stabilization projects throughout City-owned properties and incorporate environmental justice more fully to project areas, the Goose Creek Park Environmental Restoration Project was identified as a high priority. The project's estimated cost is \$1,190,000. During project design, the Partners of Scott County Watersheds (PSCW) and the City have been seeking grants to support project construction. Along with this grant, other granting organizations include Arconic - Five Star Urban Waters, the American Water Charitable Foundation – Environmental, The Great Outdoors Foundation – Conservation Acceleration Fund, SCRA, RDA, IA DNR – Land and Water Conservation Fund, USFWS, IDALS and Living Lands and Waters, totaling \$715,759. PSCW acquired this DNR UrbanForestry Grant.

Other project partners include the Davenport Community School District, X-Stream Cleanup, Davenport Parks and Recreation, the US Fish and Wildlife Service, QC Audubon Society, and QC Wild Ones. The Urban Forestry Development Grant program will help with the milling of a portion of the trees that need to be removed for urban wood reuse as well as the purchase and planting of trees at project completion for canopy restoration.

Other best management practices included with the overall project include streambank stabilization with floodplain benching and in-stream habitat, nature-based play features (also utilizing some wood reuse), stream access and crossing points, native prairie planting and establishment, a series of bioretention cells, and public education interpretive signage.

Attachments:

1. Resolution
2. Agreement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION a grant agreement with Partners of Scott County Watersheds, through the Iowa Department of Natural Resources Urban Forestry Grant Program, in the amount of \$50,000 for the Goose Creek Park Environmental Restoration Project and authorizing the Public Works Director or designee to execute necessary documents.

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

WHEREAS, Partners of Scott County Watersheds is offering a funding agreement to the City of Davenport which will cover eligible costs up to \$50,000 related to the Goose Creek Park Environmental Restoration Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa, that a grant agreement with Partners of Scott County Watersheds, through the Iowa Department of Natural Resources Urban Forestry Grant Program, in the amount of \$50,000 for the Goose Creek Park Environmental Restoration Project is hereby approved; and

BE IT FURTHER RESOLVED that the Public Works Director or designee is hereby authorized to execute necessary documents.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

PARTNERS OF SCOTT COUNTY WATERSHEDS GRANT AGREEMENT

Organization: **City of Davenport**
Project Name: **Goose Creek Park Environmental Restoration Project**

Grant #: **202601**
Amount: **\$50,000.00**

Upon acceptance of this grant the grantee agrees to the following:

GENERAL PROVISIONS:

1. Funds provided by the Partners of Scott County Watersheds via the Iowa Department of Natural Resources Urban Forestry Grant shall be used by the grantee within 12 months of the effective date of this agreement, unless otherwise specified or agreed to at the time of the grant award, or by subsequent action of the PSCW. It is understood that, if the terms of the agreement are not met, or if the project is not completed within the 12-month period, the award will be canceled unless an extension is filed before the 12-month period expires. A request for extension must be submitted to PSCW in writing prior to the expiration date specifying valid reasons.
2. This award is to be used exclusively for the purposes specified in the grant, which may represent all, or any part of the project(s) specified in the grant application. Requests for payment of expenses outside the scope of the grant will be denied. The grant may be subject to special conditions listed below. INITIAL _____
3. Billing must be submitted to PSCW within 60 days of the completion of the 12-month grant period or sooner if the grant funds have been spent. Send requests for payment which must include vendor invoice(s) or contract(s) or pay estimate(s).
4. The Grantee will acknowledge the contribution of PSCW to the program or project wherever and whenever appropriate. This will include, but not be limited to news releases, construction signage, plaques for project site, decals, brochures of programs, etc. (For example: *This program/project made possible by funds secured by Partners of Scott County Watersheds or Funded in part by Partners of Scott County Watersheds*). Please provide copies of these acknowledgements to PSCW via info@partnersofscottcountywatersheds.org. Also, when feasible, provide color photographs depicting the grant project.

*Please do not purchase recognition plaques for PSCW board members - it is appreciated when plaques and/or signs are displayed at project site recognizing PSCW contributions.
5. The grantee shall be a tax-exempt entity at the time the award is paid.

SPECIAL CONDITIONS:

The following specific conditions are required to receive payment and shall become part of this agreement:

PAYMENT OF GRANT AWARD:

To receive payment, documentation of the expenditure of the funds, acceptable to PSCW, must be submitted via email and include vendor invoice(s) or contract(s) or pay estimate(s). If the grant is for capital or other purchased services, invoices or signed accepted bids/contract, acceptable to PSCW, must be submitted to obtain payment. If the grant covers consultant and/or contracted services, submit a statement, acceptable to PSCW, verifying that the services were provided and itemize the expense incurred. The billing for consultant and/or contracted services must be signed by an authorized agent of the organization.

By: PARTNERS OF SCOTT COUNTY WATERSHEDS

Effective Date: June 1, 2026

THIS GRANT AGREEMENT FORM MUST BE SIGNED, INITIALED AND RETURNED TO PSCW BY AUGUST 30, 2026.

ACCEPTED BY: (signature of individual required with corresponding initial by individual of provision 2 above)

Grant Recipient Representative (printed name, signature and date)

City of Davenport

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

Action / Date
7/15/2026

Subject:

Resolution authorizing submission of a grant application to the U.S. Department of Homeland Security Pre-Disaster Mitigation (PDM) Congressionally Directed Spending (CDS) program for the Water Pollution Control Plant Northern Levee Flood Mitigation Project. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport is submitting a grant application to the U.S. Department of Homeland Security Pre-Disaster Mitigation (PDM) Congressionally Directed Spending (CDS) program for construction of flood mitigation at the Water Pollution Control Plant.

The project will provide flood protection at the northern perimeter of the Water Pollution Control Plant and Compost Facility. Construction of the northern levee is the second phase of flood mitigation for these facilities. When completed, the earthen berm system will protect this critical infrastructure to the height of three feet over a 500-year flood event, ensuring the plant continues to operate during high water events from the Mississippi River.

The total project cost is estimated at \$4,556,094. The City is requesting \$2,996,000 from the program (federal share). The State of Iowa will contribute 10% (\$455,609). The City of Davenport, together with its 28E agreement partners, will provide the remaining share through local funds totaling \$1,104,485.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION authorizing submission of a grant application to the U.S. Department of Homeland Security Pre-Disaster Mitigation (PDM) Congressionally Directed Spending (CDS) program for the Water Pollution Control Plant Northern Levee Flood Mitigation Project.

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

WHEREAS, the City is committed to protecting its critical infrastructure; and

WHEREAS, the City has estimated the total project cost to be \$4,556,094, consisting of a \$2,996,000 federal grant request and a \$455,609 state share; and

WHEREAS, the City and its 28E agreement partners support the application and will commit \$1,104,485 in local funds toward the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa, that staff is hereby authorized to submit a grant application to the U.S. Department of Homeland Security Pre-Disaster Mitigation (PDM) Congressionally Directed Spending (CDS) program for the Water Pollution Control Plant Northern Levee Flood Mitigation Project.

Passed and approved this 22nd day of July, 2026.

Approved:

Attest:

Jason Gordon
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/15/2026

Subject:

Motion approving a one-year contract extension, with two additional one-year renewal options, with All City Management Services, Inc, of Santa Fe Springs, California, for crossing guard services. [All Wards]

Recommendation:

Pass the Motion.

Background:

In 2023, a Request for Proposals was issued for crossing guard services. Proposals were evaluated by a selection committee comprised of City and Davenport Community School District staff. Following this process, City Council awarded the contract to Everything Parking Inc dba Cross Safe of Charlotte, North Carolina. All City Management Services, Inc has since acquired the assets and crossing guard service contracts of Everything Parking, Inc dba Cross Safe.

The agreement sets forth an hourly billing rate of \$37.40 during the initial term. In accordance with the current memorandum of understanding between the City of Davenport and the Davenport Community School District, funding for the service contract will be split between both parties (50/50).

Attachments:

1. Agreement 2026-2027



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated July 6, 2026, and is between the CITY OF DAVENPORT (hereinafter called the "Principal"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for an initial term which commences on or about July 1, 2026, and ends on June 30, 2027 (the “Initial Term”). Thereafter, the term of this Agreement shall renew automatically on the termination date of this Agreement for up to two (2) additional, successive one (1) year periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party provides the other party with no less than thirty (30) days’ written notice to the other party prior to the end of the Initial Term or the Renewal Term, as applicable, in which case this Agreement shall terminate on the expiration date of the Initial Term, or the then-current Renewal Term, as the case may be.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Principal.
3. The Principal shall designate a representative to serve as its point of contact for dealing with Contractor with respect to this Agreement.
4. The Principal shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the

state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under Principal’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Principal a Certificate of Insurance naming the Principal and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Principal and shall not call on the Principal's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Principal, its officers, agents and interest of the Principal. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Principal.
11. Contractor agrees to defend, indemnify and hold harmless the Principal, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the Principal, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Principal, its officers, agents, or employees, any and all costs and expenses incurred by the Principal, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of Principal, liability will be apportioned between Contractor and Principal based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify Principal will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Principal for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Principal.
14. The Principal agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of thirty-seven dollars and forty cents (**\$37.40**) per hour, per Crossing Guard during the Initial Term. It is understood that the cost for providing five thousand forty (**5,040**) hours of service shall not exceed one hundred eighty-eight thousand four hundred ninety-six dollars (**\$188,496.00**). For automatic renewals no less than (60) days before the expiration of the Initial Term, or the Renewal Term, as applicable, Contractor will notify Principal of its proposed hourly rate for the following 12-month period, which will be deemed accepted by Principal unless Principal notifies Contractor of its disagreement therewith, or its intent not to renew the Agreement, in writing, no less than thirty (30) days prior to the end of the Initial Term or the Renewal Term, as applicable. If Principal disagrees with Contractor's proposed new hourly rate, but still wishes to renew the Agreement the parties will negotiate in good faith to reach mutual agreement on, and confirm in writing, the new hourly rate for the following 12-month period, prior to the expiration of the Initial Term or the Renewal Term, as the case may be.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Principal with 60 days-notice of its request to increase pricing. Principal agrees to review and respond to said notice within 30 days of receipt.
17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

PRINCIPAL

CONTRACTOR

City of Davenport

All City Management Services, Inc.

By _____
Signature

By _____

Print Name and Title

Print Name and Title

Date _____

Date _____