

CITY COUNCIL MEETING

City of Davenport, Iowa

Tuesday, November 24, 2015; 5:30 PM

City Hall, 226 West Fourth Street

NOTE: CHANGE IN DAY OF THIS MEETING ONLY *REVISED November 20, 2015*

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the Minutes of the City Council Meeting, November 10, 2015

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report of the Committee of the Whole, November 18, 2015

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Citizens Advisory Committee (new appointment)

Bob Babcock (fills a vacancy)

2. Sisters Cities Board (reappointments)

Patrick O'Leary

Sana Harb

James Slavens

George Eaton

Dennis Patricio Naranjo Leiva

Dr. John Stachula

IX. Presentations

A. 2015/2016 Snow Plan (Longlett)

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. Second Consideration: Ordinance for Case No. ORD15-01 to amend Title 17.29 of the Davenport Municipal Code, entitled, Zoning, DDOD Downtown Design Overlay

District, regarding the composition and qualifications of the Design Review Board; and Title 17.45 of the Davenport Municipal Code, entitled Zoning, Sign Regulations, regarding standards for Dynamic Display Signs. (City of Davenport, petitioner Case No. ORD15-01). [All Wards]

COMMITTEE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.
2. Second Consideration: Ordinance for Case LL15-02 for the Local Landmark Designation of the Oakdale Cemetery located at 2501 Eastern Avenue, pursuant to the provisions of Chapter 17.23 of the Municipal code of Davenport, Iowa. (Dustin Oliver on behalf of Oakdale Cemetery, petitioner) [Ward 5].

COMMITTEE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.
3. Second Consideration: Ordinance for Case ROW15-09 for the right-of-way vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot wide north-south alley bounded on the south by West 7th Street and on the north by West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley (Palmer College of Chiropractic, petitioner). [Ward 3]

COMMITTEE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.
4. First Consideration: Ordinance providing for the division of taxes levied on taxable property in 2016 in the North Economic Development Area, pursuant to Section 403.19 of the Code of Iowa. [Wards 2,6,7,8]
5. Resolution approving modifications to the Stadium Lease Agreement between the City of Davenport and Main Street Iowa, LLC to include capital improvements to the ballpark. [Ward 3]
6. Resolution approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning. [All Wards]

XII. Approval of All Items on the Consent Agenda

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

Community Development

1. Third Consideration: Ordinance for Case No. ROW15-08: Request of I.H. Mississippi Valley Credit Union for the vacation (abandonment) of 4,000 square feet of public right-of-way located immediately west of 4645 Brady Street. [Ward 7]
2. Resolution setting a Public Hearing on the proposed conveyance of vacated public right-of-way known as Pleasant Street lying east of Clark Street and the eastern boundary of Ramirez 1st Addition to the City of Davenport. City of Davenport, Petitioner [Ward 4].
3. Resolution approving the Plans, Specifications, Form of Contract and Estimate of Cost for the 5th Street Pavers Project. This project will include infrastructure maintenance and improvements for a total of \$400,000 budgeted in CDBG funds. [Ward 3]
4. Resolution approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center. (Greater Davenport Redevelopment Corporation, Petitioner; Case No. ANX15-01). [Ward 8 as expanded].
5. Motion approving the Citizens Advisory Committee's recommendations for the reprogramming of the unspent and unobligated Community Development Block Grant (CDBG) funds from CDBG Year 40 ending June 30, 2015. [All Wards]
6. Motion approving the local objective for the Community Development Block Grant program for the Year 42 Annual Action Plan covering July 1, 2016 – June 30, 2017. [All Wards]
7. Motion to set a Public Hearing for December 2nd, 2015 at 5:30 PM in the Council Chambers for the purpose of amending the Downtown Urban Renewal Area Plan. [Ward 3]

Public Safety

1. Motion approving beer and liquor license applications.

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

Ward 6

Homewood Suites (Davenport Lodging Group LLC) - 4750 Progress Dr.- License Type: B Wine/Native Wine

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

Ward 1

Sub Express & Gas (Janki Food Mart Inc.) - 4307 W Locust St. - License Type: E Liquor / C Beer / B Native Wine

Ward 3

Danceland (Danceland Ltd.) - 501 1/2 W 4th St. - License Type: C Liquor

Kilkenny's Pub & Eatery (Kilkenny's Pub Inc.) - 300 W 3rd St. - License Type: C Liquor

Mac's Tavern (Failte Inc.) - 316 W 3rd St. - Outdoor Area - License Type: C Liquor

The New Wooden Nickel Inc. (The New Wooden Nickel Inc.) - 2042 W 3rd St. - License Type: C Liquor

Ward 4

Cozy Mart Inc. (Cozy Mart Inc.) - 2920 W Locust St. - License Type: E Liquor

Hilltop Grocery (Hilltop Grocery LLC) - 1312 Harrison St. - License Type: E Liquor / C Beer / B Native Wine

Ward 5

Aldi Inc. #15 (Aldi Inc.) - 1702 Brady St. - License Type: C Beer

Q Mart (Bethany Enterprises Inc.) - 3545 Eastern Ave. - License Type: C Beer

Stickmans (Stickman's Inc.) - 1510 Harrison St. - Outdoor Area - License Type: C Liquor

Ward 6

Red Lobster #0133 (Red Lobster Restaurants LLC) - 3420 East Kimberly Rd. - License Type: C Liquor

Ward 7

Bley's Tap (JBCW LLC) - 215 East 29th St. - License Type: C Liquor

Rivals Sports Bar and Grill (Rivals Sports Bard and Grill LLC) - 1720 E Kimberly Rd. - License Type: C Liquor

Ward 8

Davenport Ch. Izaak Walton League of America (Davenport Chapter IWLA) - 8402 N Harrison St. - Outdoor Area - License Type: C Liquor

Public Works

1. First Consideration: Ordinance amending Schedule XIII of Chapter 10.96 entitled "7-Ton Truck Restrictions" by adding W. 65th Street from Western Avenue to the frontage road west of Brady Street. [Ward 8]

2. Resolution accepting the FY2015 Fulton Court Storm Sewer Separation Project CIP Project #10143. [Ward 5]
3. Resolution accepting the demolition of the former Dock Restaurant, CIP Project #10778. [Ward 3]
4. Motion approving a deductive Change Order to Treiber Construction in the amount of (-)\$58,000 for the Central Fire Station Addition and Renovation, CIP Project #02348. Treiber is no longer able to provide concrete polishing and will be added to Tricon's contract. [Ward 3]
5. Motion approving a change order to Tricon Construction Group in the amount of \$58,000 for the Central Fire Station Addition and Renovation, CIP Project #02348. This amount for concrete polishing at Central Fire Station, was deducted from Trieber's contract and has been added to Tricon's contract. [Ward 3]
6. Motion granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Division Street from 12th Street to 16th Street, along 16th Street to Sturdevant Street and along Sturdevant Street to Locust Street, Agreement Reference No. 2015-F12. [Ward 4]

Finance

1. Resolution authorizing and approving a Sewer Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$5,781,106.70 Sewer Revenue Improvement and Refunding Bond, Series 2015. [All Wards]
2. Resolution approving an internal advance to the Tax Increment Fund for Administrative Costs. [All Wards]
3. Motion approving payment of \$132,277.63 to Tyler Technologies, Inc. of Falmouth, ME for the support and maintenance of the Munis software system for the period of 11/1/15 through 10/31/16. [All Wards]
4. Motion awarding a professional services contract for the Compost Facility reroofing project to Bracke, Hayes, Miller, Mahon Architects LLP of Davenport, IA in the amount of \$50,000. [Ward 1]
5. Motion awarding the purchase of a sewer jetter with chassis to Municipal Pipe Tool Company LLC of Davenport in the amount of \$226,354. [All Wards]
6. Motion awarding the purchase of four buses from the Iowa DOT Contract to Gillig LLC of Hayward, CA in the amount of \$1,639,636. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

1. Motion to set a public hearing for the purpose of considering the approval of an economic development agreement for assistance with Putnam Landlord, LLC.

XIV. Public with Business

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

complaint or suggestions tonight, and can not respond to any allegations at this time.

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

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Agenda Group: Council
Department: City Clerk
Contact Info: Jackie Holecek
Wards: All

Action / Date
11/24/2015

Subject:
Approval of the Minutes of the City Council Meeting, November 10, 2015

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	CC Minutes 111015

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	11/18/2015 - 5:12 PM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, November 10, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Gluba presiding and all aldermen present.

The minutes of the October 28, 2015 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, November 4, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Gluba presiding and all alderman present. The following Public Hearings were held: Community Development: for the Ordinance for Case ROW15-09 for the right-of-way vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot wide north-south alley bounded on the south by West 7th Street and on the north by West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley (Palmer College of Chiropractic, petitioner); to amend Title 17.29 of the Davenport Municipal Code, entitled, Zoning, DDOD Downtown Design Overlay District, regarding the composition and qualifications of the design Review Board; and Title 17.45 of the Davenport Municipal Code, entitled Zoning, Sign Regulations, regarding standards for Dynamic Display Signs. (City of Davenport, petitioner Case No. ORD15-01); for the Ordinance for Case LL15-02 for the Local Landmark Designation of the Oakdale Cemetery located at 2501 Eastern Avenue, pursuant to the provisions of Chapter 17.23 of the Municipal code of Davenport, Iowa. (Dustin Oliver on behalf of Oakdale Cemetery, petitioner).

The following Proclamation was issued: Native American/American Indian Proud Culture Month - November 2015, 505. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gordon, second by Ald. Meeker all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald Tompkins, second by Ald. Edmond item 2 moved to the Discussion Agenda with a recommendation for suspension of the rules and passage on 2nd consideration; all other items moved to the Consent Agenda. Public Works: Ald. Ambrose

November 10, 2015

reviewed all items listed. On motion by Ald. Edmond, second by Ald. Meeker all moved to the Consent Agenda. Finance: Ald. Justin reviewed all items listed. On motion by Ald. Edmond, second by Ald. Boom all items moved to the Consent Agenda. On motion for suspension of the rules (all alderman present voting aye) the following resolutions were adopted: providing preliminary approval for economic development assistance to the Kraft Heinz Company, 506; authorizing the application to the Iowa Department of Transportation's RISE program for assistance to the Kraft Heinz Company's proposed business retention project, 507. Council adjourned at 6:20 p.m.

The following Proclamations were issued: Pancreatic Cancer Day, November 13; National Adoption Day, November 14; Small Business Saturday, November 28, 507.

The following Presentations were given: Halloween Parade Awards; Annual Report from SEMTAC, D. Solchenberger.

The Discussion Agenda items were as follows: NOTE: The votes on all ordinances and resolutions were by roll call vote. The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.

The following ordinance was adopted upon suspension of the rules and passage onto third consideration: amending Schedule XVII of Chapter 10.96 entitled "No Stopping, Standing or Parking" by adding South Howell Street along the west side from the railroad tracks south of Rockingham Road south a distance of 550 feet, between the hours of 2:30 AM and 6:00 AM, 508.

The Consent Agenda was as follows: NOTE: These are routine items and are enacted at the City Council meeting by one roll call vote. The vote was unanimous unless otherwise noted.

Community Development: The following ordinances were adopted: for Case No. ROW15-06 being the proposed Right-of-Way vacation of 6160 square feet of unimproved Pleasant Street immediately east of Clark Street, 509; for Case No. ROW15-07 being the petition of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a twenty (20) foot wide sanitary sewer easement (2,350+ sq.ft.) and a fifteen (15) foot wide excess stormwater passageway easement (1,730+ sq.ft.) located at 5601 Eastern Avenue, 510.

November 10, 2015

The following ordinance moved to third consideration: for Case No. ROW15-08: Request of I.H. Mississippi Valley Credit Union for the vacation (abandonment) of 4,000 square feet of public right-of-way located immediately west of 4645 Brady Street.

The following ordinances moved to second consideration: for Case No. ORD15-01 to amend Title 17.29 of the Davenport Municipal Code, entitled, Zoning, DDOD Downtown Design Overlay District, regarding the composition and qualifications of the Design Review Board; and Title 17.45 of the Davenport Municipal Code, entitled Zoning, Sign Regulations, regarding standards for Dynamic Display Signs. (City of Davenport, petitioner Case No. ORD15-01); Case ROW15-09 for the right-of-way vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot wide north-south alley bounded on the south by West 7th Street and on the north by West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley (Palmer College of Chiropractic, petitioner); for Case LL15-02 for the Local Landmark Designation of the Oakdale Cemetery located at 2501 Eastern Avenue, pursuant to the provisions of Chapter 17.23 of the Municipal code of Davenport, Iowa. (Dustin Oliver on behalf of Oakdale Cemetery, petitioner).

The following resolutions were adopted: approving Case No. F15-16 being the final plat of Russell-Crow Valley Office Park Sixth Addition being a one lot final plat on 1.12 acres, more or less, located just north on Lakeview Parkway and E 53rd Street on Lakeview Parkway, 511; providing preliminary approval for economic development assistance to CharNor at 3863 West River Drive, 512; amending the Plan for the North Urban Renewal Area consistent with the public hearing held in May, 513.

The following motion was passed: to set a Public Hearing for November 18, 2015 at 5:30pm in the Council Chambers for the purpose of amending and expanding the North Urban Renewal Area and Plan, 514.

Public Safety: The following ordinance was adopted: amending Schedule IV of Chapter 10.96 entitled "3-Way Stop Intersections" by removing the stop sign on 6th Street at Sylvan Avenue, 515.

The following resolution was adopted: closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s), 516.

November 10, 2015

The following motion was passed: approving all submitted beer and liquor license applications, 517.

Public Works: The following resolutions were adopted: to award the contract for the wet weather optimization project at the Water Pollution Control Plant to Leander Construction of Canton, IL in the amount of \$7,343,500. This project is per the Iowa DNR consent order to rehabilitate the treatment plant process to maximize flow and reduce sanitary sewer overflows, 518; approving the contract between the City and Veenstra and Kimm, Inc. for the design of Main and Brady Sewer Separation and Repairs for Brady St. Resurfacing, CIP Project #01592, not to exceed \$120,000, 519; awarding the contract and conditionally approving the contract and bond for the Lindsay Park ADA Accessibility and Basketball Court Upgrade Project to Little H Construction of Davenport, IA in the amount of \$76,734 funded from CIP Project #'s 10118 & 64011. The project target start and completion date is Spring 2016, 520; approving Change Order #2 to Northwest Mechanical in the amount of \$166,335 for the Central Fire Station Addition and Renovation radiant heating system, CIP Project #02348, 521 (resolution not approved by Alderman Dunn, Matson & Tompkins); approving Change Order #3 to Tricon Construction Group in the amount of \$260,518 for the Central Fire Station Addition and Renovation, CIP Project #02348, 522 (resolution not approved by Alderman Dunn, Matson & Tompkins).

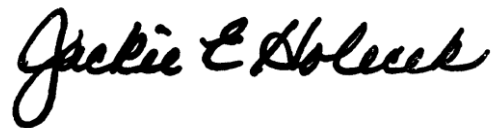
The following motions were passed: awarding the purchase of a Next Generation GPS/AVL System for a citywide real-time fleet plow truck vehicle tracking system from the State of Iowa DOT contract from Blue Oceans Satellite Systems, Inc., St. John's, Canada, also using the city's US Cellular wireless service contract for airtime services. Equipment cost is \$68,017 budgeted in CIP Project #02339, \$1,170 monthly licensing fee for software and \$754 per month for wireless services, 523; approving change order #1 for contract amendment #2R for the EQ Basin/Wet Weather Improvements - Davenport Optimization Project to Veenstra & Kimm, Inc. in the amount Not-To-Exceed \$39,930; CIP Project #02166. This change order adds photographic documentation for baseline conditions, 524.

Finance: The following resolution was adopted: to fix a date for a public hearing on an amended State Revolving Fund Sewer Revenue Loan and Disbursement Agreement, 525.

November 10, 2015

The following motions were passed: authorizing the Finance Director to prepare and sign documents to submit a Best and Final Offer proposal to the Government Services Administration (GSA) for the construction of a building for the National Weather Service (NWS) building to lease from the City at the Davenport Municipal Airport. The proposal is authorized up to a total construction cost of \$4.5 million and to contain lease payment terms that will fully cover the City's costs, 526; approving submission of the City of Davenport's Annual Urban Renewal Report, 527; approving the purchase of an endloader for the Compost Facility from Martin Equipment of Rock Island, IL, in the amount of \$312,500, 528; awarding the purchase of a used paver machine for the Streets Division to Road Machinery & Supplies Co of Milan, IL in the amount of \$119,972, 529.

On motion Council adjourned at 5:59 P.M.

A handwritten signature in black ink, reading "Jackie E. Holecek". The signature is written in a cursive, flowing style.

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

Agenda Group: Public Safety
Department: City Clerk
Contact Info: Jackie Holecek
Wards: All

Action / Date
11/24/2015

Subject:
Approval of the Report of the Committee of the Whole, November 18, 2015

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
▣ Cover Memo	COW Report 111815

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	11/18/2015 - 5:09 PM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, November 18, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Gluba presiding and all alderman present. The following Public Hearings were held: Community Development: for the purpose of amending and expanding the North Urban Renewal Area and Plan; on the Plans, Specifications, Form of Contract and Estimate of Cost for the 5th Street Pavers Project. This project will include infrastructure maintenance and improvements for a total of \$400,000 budgeted in CDBG funds; Public Works: on an amended State Revolving Fund Sewer Revenue Loan and Disbursement Agreement. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gordon, second by Ald. Meeker items 2, 3, 4 with a recommendation for suspension of the rules and passage on second consideration and item 5 moved to moved to the Discussion agenda; all other items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Edmond. On motion by Ald Tompkins, second by Ald. Edmond all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Edmond, second by Ald. Meeker all moved to the Consent Agenda. Finance: Ald. Justin reviewed all items listed. On motion by Ald. Edmond, second by Ald. Boom items 3 and 4 moved to the Discussion agenda; all other items moved to the Consent Agenda. Council adjourned at 7:12 p.m.

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Kim Hatfield
Wards: All

Action / Date
11/24/2015

Subject:
Citizens Advisory Committee (new appointment)

Bob Babcock (fills a vacancy)

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	11/19/2015 - 10:17 AM

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Kim Hatfield
Wards: All

Action / Date
11/24/2015

Subject:
Sisters Cities Board (reappointments)

Patrick O'Leary
Sana Harb
James Slavens
George Eaton
Dennis Patricio Naranjo Leiva
Dr. John Stachula

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	11/19/2015 - 10:19 AM

City of Davenport

Agenda Group:

Department: Community Planning and Economic Development

Contact Info: Matt Flynn, 326-7743

Wards: All

Action / Date

11/4/2015

Subject:

Second Consideration: Ordinance for Case No. ORD15-01 to amend Title 17.29 of the Davenport Municipal Code, entitled, Zoning, DDOD Downtown Design Overlay District, regarding the composition and qualifications of the Design Review Board; and Title 17.45 of the Davenport Municipal Code, entitled Zoning, Sign Regulations, regarding standards for Dynamic Display Signs. (City of Davenport, petitioner Case No. ORD15-01). [All Wards]

COMMITTEE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.

Recommendation:

Findings:

- The text amendments address an immediate need.
- The language concerning the Design Review Board provides flexibility on who can serve and reduces confusion on voting requirements.
- The language concerning Dynamic Display Signs updates the code and allows for objective interpretation of their operating characteristics.

The City Plan and Zoning Commission accepts the listed findings and forwards Case No. ORD15-01 to the City Council for approval.

The Commission vote was unanimous 9-yes and 0-no.

Relationship to Goals:

Modernize and regionalize zoning/development codes.

Background:

There is a need to update the zoning ordinance to improve its consistency and functionality.

In this case, Dynamic Display sign capabilities are evolving rapidly and Council has requested an update to this section.

Separately, concerning the Design Review Board, two vacancies currently exist. Reducing the number of members and relaxing voting requirements will streamline the Board and reduce confusion regarding who can vote on individual items.

Please refer to the attachments for more information.

ATTACHMENTS:

Type	Description
▣ Ordinance	Proposed Ordinance
▣ Backup Material	P&Z Report plus attachments
▣ Backup Material	P&Z Vote
▣ Backup Material	Proposed Changes

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

ORDINANCE NO.

ORDINANCE to amend Title 17.29 of the Davenport Municipal Code, entitled, Zoning, DDOD Downtown Design Overlay District, regarding the composition and qualifications of the Design Review Board; and Title 17.45 of the Davenport Municipal Code, entitled Zoning, Sign Regulations, regarding standards for Dynamic Display Signs. (City of Davenport, petitioner Case No. ORD15-01).

WHEREAS, the following amendments to Title 17 were unanimously recommended for approval by the Plan and Zoning Commission at its October 20, 2015 meeting.

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

Section 1. That Title 17.29.070(B) of the Davenport Municipal Code is hereby rescinded and amended to read as follows:

17.29.070(B) Composition and qualifications. The board shall consist of eleven members. All members shall exhibit strong, positive experience or interest in urban design and development. At least one member shall be affiliated as a property or business owner within each of the following: 1) "DDOD" Downtown Design Overlay District, 2) "HSD" Historic Shopping District and/or 3) "HCVOD" Hilltop Campus Village Overlay District. All members shall live in the City of Davenport or own property or a business in Davenport.

Section 2. That Title 17.45.051 of the Davenport Municipal Code be rescinded and amended to read as follows:

17.45.051 Dynamic display regulations.

A. Dynamic displays are allowed in the following districts: all 'C' or Commercial districts, all 'M' or Industrial districts, and all Planned districts commercial, institutional, and industrial). All dynamic displays must be oriented away from 'A-1' Agricultural districts and any 'R' residential districts. All schools, religious institutions, and civic institutions all allowed to have one of its allowed signs be a dynamic display regardless of which zoning district it is located in, provided the dynamic displays are turned off between the hours of 10:00 PM and 7:00 AM; such uses are exempt from the ordination restrictions. On properties, or within districts where design review by a city board, committee or commission is required for sign approval, said design review process shall remain in effect.

B. Only one dynamic display is permitted per lot. The dynamic display may be two-sided, only one side shall be counted toward area calculations. One contiguous dynamic display shall constitute a sign face.

C. A static dynamic display shall not change more than once every two seconds.

D. Dynamic display animation shall not be operated in a way that flashes, blinks, flutters, mimics traffic control devices or emergency vehicles, or purposely is designed to distract the public without providing content to the message. Live-action video is not allowed except the depiction of flags bearing the official design of national, state, municipality, educational

institution or non-profit organization. A dynamic display that scrolls is permitted provided it does not operate as described in this subsection.

E. Where applicable, dynamic displays shall meet the requirements of Chapter 17.41, HCOD, highway corridor overlay district.

F. Dynamic displays existing on November 10, 2009 (the effective date of this section), must comply with the operational standards listed above to the extent possible. An existing dynamic display that does not meet the structural or orientation requirements listed in 17.45.051A may continue as a nonconforming use pursuant to Chapter 17.46. (Ord. 2009-471 § 5).

G. Dynamic displays shall not be allowed as roof signs.

H. All digital displays are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.

I. No lighting shall be used in any way in connection with any sign unless it is of such low intensity or brilliance as to not cause glare or to impair the vision of the driver of any motor vehicle, or to otherwise interfere with any driver's operation of a motor vehicle. In no case shall any sign exceed a maximum illumination of five thousand (5,000) candelas per square meter during daylight hours and a maximum of five hundred (500) candelas per square meter between dusk to dawn as measured from the sign's face at maximum brightness.

J. The above illumination levels are not a guaranteed allowable level of brightness, only a maximum potential level of brightness. When a complaint of a violation of this subsection I. has been confirmed by the zoning administrator, said sign shall have its illumination permanently reduced to satisfy compliance with this subsection I. as directed by the zoning administrator regardless of the above state maximum allowable levels. An appeal of the zoning administrator's decision regarding this subsection I. may be presented to the Davenport Board of Adjustment in accordance with section 17.52.

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 upon final passage and publication as by law provided.

First Consideration _____

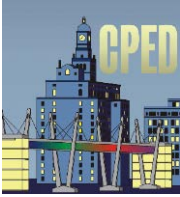
Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, MMC
Deputy City Clerk

Published in the Quad City Times on Wednesday, October 28, 2015



**Community Planning & Economic Development Department
City of Davenport**

PUBLIC HEARING STAFF REPORT

PLAN AND ZONING COMMISSION

Meeting Date: October 20, 2015
Request: Zoning Ordinance Text Amendment Revising Composition and Qualifications of the Design Review Board and Regulations for Dynamic Display Signs
Case No.: ORD15-01
Applicant: City of Davenport
Contact: Matthew G. Flynn, AICP
Senior Planning Manager
mflynn@ci.davenport.ia.us
563-326-7743

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. ORD15-01 to the City Council for approval.

Background:

Two amendments to the Zoning Ordinance are proposed:

1. An amendment to Chapter 17.29.070(B) concerning the makeup and qualifications of the Design Review Board.

Currently the Board consists of 13 members, seven 'core' members and two each from the distinct design districts: Downtown, Historic Shopping District (East Village), and Hilltop Campus Village. The proposed change will do the following:

- Reduce the membership from 13 to 11 members.
 - Require one, not two people minimum from each of the three design districts and allow them to vote on all cases.
 - Generalize the requirements to serve on the Board.
2. An amendment to Chapter 17.45.051 revising the standards for Dynamic Display Signs (DDS).

Among the proposed changes to the regulations:

- Prohibition of most live-action video.
- Prohibition of DDS's on roofs.
- Requiring DDS's to have automating dimming capacity
- Establishing standards and appeal process for excessively DDS's

Public Input:

Staff invited 15 sign companies to attend a public meeting to discuss the proposed changes to the Dynamic Display regulations. Two companies came to the meeting and had no major concerns about the proposed changes. No comments were made at the public hearing held before the Plan and Zoning Commission on October 6, 2015.

Discussion:

Staff has noted the serious need to completely update the zoning ordinance. In recent years, Staff has been resistant to proposing numerous interim amendments in favor of a complete re-write in the near future.

In this case, Dynamic Display capabilities are evolving rapidly and Council has requested an update to this section.

Concerning the Design Review Board, two vacancies currently exist. Trimming the membership and relaxing voting requirements will streamline the board and reduce confusion on who can vote on individual items.

Staff Recommendation:

Findings:

The text amendments address an immediate need.

The language concerning the Design Review Board provides flexibility on who can serve and reduces confusion on voting requirements.

The language concerning Dynamic Display Signs updates the code and allows for objective interpretation of their operating characteristics.

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. ORD15-01 to the City Council for approval.

		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ORD15-01	ROW15-09 Palmer Alley						
Connell	P	Y	Y						
D'Autremont	P	Y	Y						
Elgatian	EX								
Hepner	P	Y	Y						
Inghram	P								
Kelling	P	Y	Y						
Lammers	P	Y	Y						
Maness	P	Y	Y						
Martin	P	Y	Y						
Martinez	P	Y	Y						
Tallman	P	Y	Y						
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN						

Proposed Amendments to Title 17 (Zoning)

Existing

17.29.070(B) Composition and qualifications. The board, in its voting capacity, shall consist of nine members, including seven "core" members and two members specific to the district in which the subject property is located. All members shall demonstrate a positive interest in urban design and city development. Of the seven "core" members, one position shall be reserved for an architect; one position shall be reserved for a urban designer, urban planner or landscape architect; five positions shall be reserved for members from one of the following fields: architect, attorney, architectural historian, urban designer, urban planner, civil or structural engineer, developer, real estate broker, landscape architect/designer or contractor. Two additional appointments shall be made for property owners within the "DDOD" downtown design overlay district, "HSD" historic shopping district and/or "HCVOD" hilltop campus village overlay district. These additional appointees may attend all meetings but may only vote in cases particular to the district from which they are appointed. All members shall live in the city of Davenport or own property or a business in Davenport. (For the purposes of this chapter "downtown Davenport" shall be defined as being identical to the area included in the downtown design overlay district).

Proposed

17.29.070(B) Composition and qualifications. The board shall consist of eleven members. All members shall exhibit strong, positive experience or interest in urban design and development. At least one member shall be affiliated as a property or business owner within each of the following: 1) "DDOD" Downtown Design Overlay District, 2) "HSD" Historic Shopping District and/or 3) "HCVOD" Hilltop Campus Village Overlay District. All members shall live in the city of Davenport or own property or a business in Davenport.

Existing

17.45.051 Dynamic display regulations.

A. Dynamic displays are allowed in all zoning districts with the exception of the HSD, historic shopping district, A-1, agricultural and all R, residential districts, provided they are oriented away from the A-1, agricultural and all R, residential districts to the extent possible. Schools and religious institutions are exempt from this restriction, provided they meet the standards contained elsewhere in this article and are turned off between the hours of nine p.m. and seven a.m. On properties, or within districts where design review by a city board, committee or commission is required for sign approval, said design review process shall remain in effect.

B. Only one dynamic display is permitted per lot. The dynamic display may be two-sided. Only one, contiguous dynamic display is allowed on a sign face.

C. A static dynamic display shall not change more than once every two seconds. A dynamic display that scrolls is permitted provided it does not operate as described in Section 17.45.051D.

D. Dynamic display animation shall not be operated in a way that flashes, blinks, flutters, mimics traffic control devices or emergency vehicles, or purposely is designed to distract the public without providing content to the message.

E. Where applicable, dynamic displays shall meet the requirements of Chapter 17.41, HCOD, highway corridor overlay district.

F. Dynamic displays existing on November 10, 2009 (the effective date of this section), must comply with the operational standards listed above to the extent possible. An existing dynamic display that does not meet the structural or orientation requirements listed in 17.45.051A may continue as a nonconforming use pursuant to Chapter 17.46.

Proposed

17.45.051 Dynamic display regulations.

A. Dynamic displays are allowed in the following districts: all 'C' or Commercial districts, all 'M' or Industrial districts, and all Planned districts commercial, institutional, and industrial). All dynamic displays must be oriented away from 'A-1' Agricultural districts and any 'R' residential districts. All schools, religious institutions, and civic institutions all allowed to have one of its allowed signs be a dynamic display regardless of which zoning district it is located in, provided the dynamic displays are turned off between the hours of 10:00 PM and 7:00 AM; such uses are exempt from the ordination restrictions. On properties, or within districts where design review by a city board, committee or commission is required for sign approval, said design review process shall remain in effect.

B. Only one dynamic display is permitted per lot. The dynamic display may be two-sided, only one side shall be counted toward area calculations. One contiguous dynamic display shall constitute a sign face.

C. A static dynamic display shall not change more than once every two seconds.

D. Dynamic display animation shall not be operated in a way that flashes, blinks, flutters, mimics traffic control devices or emergency vehicles, or purposely is designed to distract the public without providing content to the message. Live-action video is not allowed except the depiction of flags bearing the official design of national, state, municipality, educational institution or non-profit organization. A dynamic display that scrolls is permitted provided it does not operate as described in this subsection.

E. Where applicable, dynamic displays shall meet the requirements of Chapter 17.41, HCOD, highway corridor overlay district.

F. Dynamic displays existing on November 10, 2009 (the effective date of this section), must comply with the operational standards listed above to the extent possible. An existing dynamic display that does not meet the structural or orientation requirements listed in 17.45.051A may continue as a nonconforming use pursuant to Chapter 17.46. (Ord. 2009-471 § 5).

G. Dynamic displays shall not be allowed as roof signs.

H. All digital displays are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.

I. No lighting shall be used in any way in connection with any sign unless it is of such low intensity or brilliance as to not cause glare or to impair the vision of the driver of any motor vehicle, or to otherwise interfere with any driver's operation of a motor vehicle. In no case shall any sign exceed a maximum illumination of five thousand (5,000) candelas per square meter during daylight hours and a maximum of five hundred (500) candelas per square meter between dusk to dawn as measured from the sign's face at maximum brightness.

J. The above illumination levels are not a guaranteed allowable level of brightness, only a maximum potential level of brightness. When a complaint of a violation of this subsection I. has been confirmed by the zoning administrator, said sign shall have its illumination permanently reduced to satisfy compliance with this subsection I. as directed by the zoning administrator regardless of the above state maximum allowable levels. An appeal of the zoning administrator's decision regarding this subsection I. may be presented to the Davenport board of adjustment in accordance with section 17.5

City of Davenport

Agenda Group:
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 5

Action / Date
11/4/2015

Subject:

Second Consideration: Ordinance for Case LL15-02 for the Local Landmark Designation of the Oakdale Cemetery located at 2501 Eastern Avenue, pursuant to the provisions of Chapter 17.23 of the Municipal code of Davenport, Iowa. (Dustin Oliver on behalf of Oakdale Cemetery, petitioner) [Ward 5].

COMMITTEE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.

Recommendation:

The Historic Preservation Commission forwards Case No. LL15-02 to the City Council with a recommendation for approval without any special conditions.

Please refer to the Commission's October 14, 2015 letter.

The Commission vote for approval was 8-yes and 0-no.

Relationship to Goals:

Strengthen neighborhoods and community connections.

Background:

Oakdale Cemetery is a 78 acre mid-19th Century rural cemetery featuring a landscape of rolling hills, paved roads, grass alleys, a manmade lake and thousands of grave markers and mausoleums.

The property was listed as National Register of Historic Places District in 2015.

Oakdale Cemetery initiated this application because it recognizes its historic significance to the City of Davenport.

Please refer to the Commission's letter and background materials for further information.

ATTACHMENTS:

Type	Description
▣ Cover Memo	LL15-02 Ordinance
▣ Cover Memo	LL15-02 Historic Preservation Commission Letter
▣ Cover Memo	LL15-02 Historic Preservation Commission Staff Report
▣ Cover Memo	LL15-02 - Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

ORDINANCE NO. 2015-

AN ORDINANCE for Case LL15-02 for the Local Landmark Designation of the Oakdale Cemetery located at 2501 Eastern Avenue, pursuant to the provisions of Chapter 17.23 of the Municipal code of Davenport, Iowa. The purpose of the petition is to recognize Oakdale Cemetery's historic significance to the City of Davenport (Dustin Oliver on behalf of Oakdale Cemetery, petitioner) [Ward 5].

WHEREAS, the City of Davenport is one of the oldest Cities in Iowa, and contains many structures of architectural importance; and

WHEREAS, the Local Landmark designation will help document and recognize the individual historical and architectural significance of the property.

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 designated a Local Landmark. The property has the following legal description:

Part of the Northwest and Southwest Quarters of Section 19 – Township 78 North – Range 4 East of the 5th P.M. being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 19, Township 78 North, Range 4 East of 5th P.M., which is also the Southwest corner of real estate conveyed to The Oakdale Cemetery Company by Warranty Deed recorded in Book "S" of Land Deeds at page 170 in the office of the Recorder of Scott County, Iowa; thence North to the South line of real estate conveyed to Lawrence C. Swanson by Warranty Deed recorded as Document #12948-84 in the office of the Recorder of Scott County, Iowa; thence Easterly to the Southeast corner of said Lawrence C. Swanson's real estate; thence North $18^{\circ} 6' 50''$ East 257.10 feet; thence West along the Northerly line of said Lawrence C. Swanson's real estate to the intersection of said real estate with the Southeast corner of real estate conveyed to Grimes Investments, Ltd. by Quit Claim Deed recorded as Document #8846-76 in the office of the Recorder of Scott County, Iowa; thence North $56^{\circ} 50''$ East 404.13 feet to a point; thence North $43^{\circ} 29'$ East 96.4 feet; thence North $0^{\circ} 34'$ West 84.00 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 19; thence Easterly along said North line to the intersection of said line with the Westerly line of real estate conveyed to the City of Davenport, Iowa by Court Officer Deed recorded as Document #23175-77 in the office of the Recorder of Scott County, Iowa; thence South to the Southwest corner of Lot 10 of Eldridge's Addition to East Davenport, which

point is also the Southwest corner of said real estate conveyed to the City of Davenport, Iowa; thence East along the line between Lots 10 and 11 of Eldridge's Addition to East Davenport to the Southeast corner of said Lot 10; thence South along the East line of Lots 11, 12, 13, 14 and 15 in Eldridge's Addition to East Davenport to the Northerly line of real estate conveyed to Charles E. Slack by Court Officer Deed recorded as Document #27061-77; thence West along the North line of said real estate to the Northwestern corner of said real estate; thence South 22° 32' West 78.23 feet; thence South 130 feet to the Southerly line of Lot 15 in Eldridge's Addition to East Davenport; thence West along the Southerly line of Eldridge's Addition to East Davenport 595 feet to the Southwest corner of said Lot 15; thence South to the following described line: Said line is described as the line extended Easterly from the Northerly line of real estate conveyed to Midland Enterprises, Ltd. By Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa; thence Westerly 200 feet more or less to the Northwestern corner of said real estate conveyed to Midland Enterprises, Ltd. by Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa; thence South along the Westerly line of Lots 42, 41, 40, 39 and part of 38 in Deerfield Heights First Addition to the City of Davenport, Iowa 254 feet more or less; thence West 439.56 feet more or less along the Northerly line of Lots 37, 36, 35, etc. of the said Deerfield Heights First Addition to the City of Davenport, Iowa to the Easterly line of real estate conveyed to Ernest Grothe, et al by Warranty Deed recorded as Document # 12256-81 in the office of the Recorder of Scott County, Iowa; thence North to the Northwest corner of said real estate conveyed to Ernest Grothe, et al; thence West to the West line of Section 19; thence North to the point of beginning. Except those tracts of real estate used for road purposes.

Said tract contains 76.25 acres more or less.

The Historic Preservation forwarded Case LL15-02 to the City Council with a recommendation for approval without any special conditions:

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 _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____

October 14, 2015

Honorable Mayor and City Council
City Hall
226 West 4th Street
Davenport, Iowa 52801

At its regular meeting of October 13, 2015, the Historic Preservation considered Case No. LL15-02 being the Local Landmark Designation of the Oakdale Cemetery located at t 2501 Eastern Avenue.

The Historic Preservation Commission accepted forwards Case LL15-02 to the City Council with a recommendation for approval without any special conditions.

Respectfully submitted,



John L. Frueh, Chairperson
Historic Preservation Commission



City of Davenport
HISTORIC PRESERVATION COMMISSION

Community Planning & Economic Development Department
STAFF REPORT

Meeting Date: October 13, 2015
Location: 2501 Eastern Avenue
Historic Name: None.
Case: LL15-02
Applicant: Dustin Oliver on behalf of Oakdale Cemetery.

Introduction:

Staff is in receipt of an application to nominate the Oakdale Cemetery located at 2501 Eastern Avenue a Local Historic Landmark.

Attachments:

Application

Discussion:

Oakdale Cemetery is a 78 acre mid-19th Century rural cemetery featuring a landscape of rolling hills, paved roads, grass alleys, a manmade lake and thousands of grave markers and mausoleums.



The property was listed as National Register of Historic Places District in 2015.

17.23.060 Commission designation process.

- A. *Application process. The legal owner(s) of record or the commission, may nominate a single structure for designation as a local landmark or an area as a historic district. Upon application, the commission secretary shall inform the applicant of the information needed by the commission to adequately consider the nomination.*

To nominate a district for designation by the legal owners of record, a petition requesting nomination must be signed and submitted by the owners of record representing at least fifty-one percent of the total area of the proposed district, excluding public rights-of-way. After the names on the petition are verified as legal real property owners within the proposed district, the commission secretary shall notify the applicant(s) that the nomination process may continue. A copy of the petition shall also be submitted to the State Historical Society of Iowa for its review and recommendation.

- B. *Designation criteria. The commission shall, after such investigation as it deems necessary, make a recommendation to the city council as to whether a nominated structure or district qualifies for the local register. To qualify, a property must satisfy one or more of the following criteria:*
- 1. It is associated with events or persons that have made a significant contribution to the broad patterns of the history of the city, county, state and/or the nation; and/or*
 - 2. It embodies the distinctive characteristics of an architectural style valuable for the study of a type, period or method of construction; and/or*
 - 3. It represents the work of a master builder, craftsman, architect, engineer or landscape architect or possesses high artistic values.*
- C. *Notification of nomination. Upon receipt of a properly completed application for designation, the commission shall place the nomination on the agenda within sixty calendar days. A notice shall be placed in a newspaper of general circulation not less than four nor more than twenty calendar days prior to the scheduled meeting stating the commission's intent to consider an application for designation. It shall contain, at the minimum, the nominated property's address, legal description and the date, time and location of the public meeting. If a district is nominated, in addition to the published public notice, a letter explaining the proposed designation shall be sent by regular mail to the owner(s) of record of real property within the proposed historic district. The commission's meeting agenda shall also be posted on the first floor city hall bulletin board used for such purposes no less than one business day prior to the scheduled time of the meeting.*
- D. *Designation - public meeting. Upon submittal of a complete application, the commission shall conduct a public meeting to consider the designation of the nominated structure and/or district. Any interested person, group of persons or organization may submit oral and/or written testimony concerning the significance of the nominated property. The commission may also consider staff reports, and request and/or hear expert testimony.*
- E. *Burden of documentation. The nominator(s) shall have the burden of proof to provide sufficient evidence and documentation that the nominated structure and/or district is worthy of local landmark status.*

Pursuant to the City's agreement with the Iowa State Historic Preservation Office (SHPO), staff forwarded the application so it would provide its opinion. To date, SHPO has not provided its opinion. However, it is reasonable that it would recommend that property is eligible to become a Local Historic Landmark because the property was listed on the National Register of Historic Places 2015.

Recommendation:

It is staff's opinion that the property achieves consistency with all the designation criteria enumerated in Section 17.23.060 of the Davenport City Code.

The City appreciates all the work Mr. Oliver and the Oakdale Cemetery have done.

Staff recommends the Historic Preservation Commission forward Case No. LL15-02 to the City Council with a recommendation that the Oakdale Cemetery be designated a Local Historic Landmark.

Prepared by:



Ryan J. Rusnak, AICP
Planner III
563-888-2022
rrusnak@ci.davenport.ia.us



"HISTORIC DISTRICT" NOMINATION

for the

DAVENPORT REGISTER OF HISTORIC PROPERTIES

Historic Preservation Commission
City of Davenport, Iowa

Please provide the following information: (Please type or print)

Contact Person for Petitioners: Dustin Oliver

Address: 2122 Grant Street

City: Bettendorf State: IA ZIP: 52722

Telephone: (Home) 563-441-7743 (Work) 563-343-9687

Name of Proposed Historic District: Oakdale Cemetery Historic District

Is all or part of the proposed historic district contained within an existing National Register of Historic Places historic district?

No _____ Yes X If Yes, which one? Oakdale Cemetery Historic District

On the Continuation Sheets attached, please provide the following information:

- (1) A petition with the signatures of owners of real property within the proposed historic district (In order for the nomination to be placed before the Historic Preservation Commission for consideration, owners representing at least 51% the district's area, excluding public right-of-ways, must sign the petition. City staff will assist the applicant with determining the number of signatures necessary.)
- (2) Legal Description: (Please refer to subdivision(s) name(s), block and lot numbers, if available. Also, please attach a map of the area showing the proposed boundaries of the proposed historic district.)
- (3) List the common street addresses of all properties to be included in the historic district.
- (4) A narrative describing why the property satisfies the "Designation Criteria" listed in Section 17.23.060(B) of the 1990 Municipal Code. Please describe both the property's present and historic physical appearance as it relates to the definitions of Architectural and Historical Significance in contained in Section 17.23.030¹

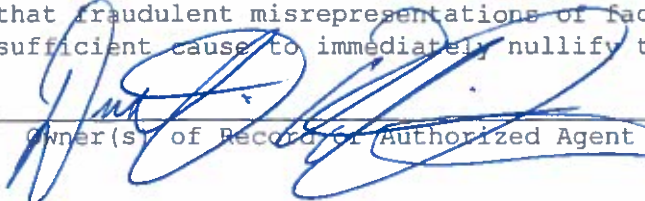
1. Definitions of Architectural and Historical Significance can be found in Sections 17.23.030(3) and 17.23.030(19) respectively.

The "Designation Criteria" are defined in the 1990 Municipal Code as follows:

Designation Criteria: Section 17.23.060(B). The Commission shall, after such investigation as it deems necessary, make a recommendation to the City Council as to whether a nominated structure or district qualifies for the Local Register. To qualify, a property must satisfy one or more of the following criteria:

- (A) It is associated with events or persons that have made a significant contribution to the broad patterns of history of the city, county, state and/or nation; and/or
 - (B) It embodies the distinctive characteristics of an architectural style valuable for the study of a type, period or method of construction; and/or
 - (C) It represents the work of a master builder, craftsman, architect, engineer or landscape architect or possesses high artistic values.
- (5) Any historical photographs of the neighborhood, if available. (Photographs will be returned to their owner upon completion of the nomination process.)
- (6) A list of major bibliographical references

"I, the agent acting on behalf of the petitioners for the historic district nomination of the aforementioned area to the Davenport Register of Historic Properties, do hereby state that all the information contained herein is, to the best of my knowledge, accurate and that there are no negligent or fraudulent misrepresentations of fact. I also understand that fraudulent misrepresentations of fact contained in this nomination form shall be sufficient cause to immediately nullify the nomination process."


Owner(s) of Record or Authorized Agent

Dustin Oliver, petitioner

Date

8/24/15

Please return the completed application to the:

Historic Preservation Commission
Community & Economic Development Department
226 W. 4th Street
Davenport, Iowa 52801

Direct your questions to the Commission Secretary at 326-7765.

Your Historic District Nomination will be considered by the Historic Preservation Commission at its public meeting scheduled for: _____

All Historic Preservation Commission Public Meetings are held in the City Council Chambers at City Hall on the 2nd Tuesday of every month at 4:30 p.m. unless otherwise notified.

Staff will keep the original signed nomination form and will return to the petitioner a photocopy of the application with staff comments.

PLEASE NOTE: The owner(s) of record, or an agent acting on their behalf (petitioner), should plan to attend the Commission meeting in person. It is important for someone to be present to respond to the Commission's inquiries and comments. If no one is present, the nomination process may be delayed indefinitely.

For Staff Use Only:

Received by: _____

Commission Secretary or Designee

Date

Is application complete? Yes _____ No _____

If not, explain: _____



Continuation Sheet: [use this sheet for question (1)]

Signatures

AddressTelephone #

Size of
Property

78 acres

Historic Preservation Commission
City of Davenport, Iowa
Nomination for the Davenport Register of Historic Properties

Continuation Sheet: [use this sheet and subsequent sheets for questions (2), (3), & (4)]

Question 2:

Commencing at the Southwest corner of the Northwest Quarter of Section 19, Township 78 North, Range 4 East of 5th P.M. which is also the Southwest corner of real estate conveyed to The Oakdale Cemetery Company by Warranty Deed recorded in Book "S" of Land Deeds at page 170 in the office of the Recorder of Scott County, Iowa;

thence North to the South line of real estate conveyed to Lawrence C. Swanson by Warranty Deed recorded as Document #12948-84 in the office of the Recorder of Scott County, Iowa;

thence Easterly to the Southeast corner of said Lawrence C. Swanson's real estate;

thence North 18° 6' 50" East 257.10 feet;

thence West along the Northerly line of said Lawrence C. Swanson's real estate to the intersection of said real estate with the Southeast corner of real estate conveyed to Grimes Investments, Ltd. by Quit Claim Deed recorded as Document #8846-76 in the office of the Recorder of Scott County, Iowa;

thence North 56° 50" East 404.13 feet to a point;

thence North 43° 29' East 96.4 feet;

thence North 0° 34' West 84.00 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 19;5

thence Easterly along said North line to the intersection of said line with the Westerly line of real estate conveyed to the City of Davenport, Iowa by Court Officer Deed recorded as Document #23175-77 in the office of the Recorder of Scott County, Iowa;

thence South to the Southwest corner of Lot 10 of Eldridge's Addition to East Davenport, which point is also the Southwest corner of said real estate conveyed to the City of Davenport, Iowa;

thence East along the line between Lots 10 and 11 of Eldridge's Addition to East Davenport to the Southeast corner of said Lot 10;

thence South along the East line of Lots 11, 12, 13, 14 and 15 in Eldridge's Addition to East Davenport to the Northerly line of real estate conveyed to Charles E. Slack by Court Officer Deed recorded as Document #27061-77;

thence West along the North line of said real estate to the Northwesterly corner of said real estate;

thence South 22° 32' West 78.23 feet;

thence South 130 feet to the Southerly line of Lot 15 in Eldridge's Addition to East Davenport;

thence West along the Southerly line of Eldridge's Addition to East Davenport 595 feet to the Southwest corner of said Lot 15;

thence South to the following described line:

Said line is described as the line extended Easterly from the Northerly line of real estate conveyed to Midland Enterprises, Ltd. by Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa;

thence Westerly 200 feet more or less to the Northwesterly corner of said real estate conveyed to Midland Enterprises, Ltd. by Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa;

thence South along the Westerly line of Lots 42, 41, 40, 39 and part of 38 in Deerfield Heights First Addition to the City of Davenport, Iowa 254 feet more or less;

thence West 439.56 feet more or less along the Northerly line of Lots 37, 36, 35, etc of the said Deerfield Heights First Addition to the City of Davenport, Iowa to the Easterly line of real estate conveyed to Ernest Grothe, et al by Warranty Deed recorded as Document #12256-81 in the office of the Recorder of Scott County, Iowa;

thence North to the Northwest corner of said real estate conveyed to Ernest Grothe, et al;

thence West to the West line of Section 19;

thence North to the point of beginning.

Except those tracts of real estate used for road purposes.

Continuation Sheet: [use this sheet and subsequent sheets for questions (2), (3), & (4)]

Question 3

2501 Eastern Avenue, Davenport, IA 52803 (cemetery at large)

2601 Eastern Avenue, Davenport, IA 52803 (sexton's residence)

Question 4

Oakdale Cemetery is a 78.1 acre mid 19th Century rural cemetery featuring a designed landscape of rolling hills, paved roadways, grass alleys, a modern man-made lake, thousands of granite, limestone, marble, zinc and bronze grave markers, and community and private mausoleums constructed of granite, marble, brick and concrete with bronze, cast iron and stained glass accents. The cemetery is located in East Central Davenport, directly across the street from the Iowa Soldiers' Orphans' Home Historic District. It has one vehicular entrance along Eastern Avenue, via a granite, limestone and wrought iron monumental gate. It is roughly bounded by Eastern Avenue, two private homes and an office building on the West; Duck Creek Parkway to the North; Belle Avenue and a private residence to the East; East Central Park Avenue, East Rusholme Street, and private homes along East Rusholme Street, Highland Park Court, and Mound Street to the South. The original 40 acre cemetery was located in a rural area North of the city proper. It was expanded in the late 1800s and early 1900s by land purchases, and tracts of undeveloped land were sold for private development at various times in the 20th Century. From the time that burials began, through the present day, the grounds have featured native and exotic plant life varying from grasses and cultivated flowers to evergreen, oak, and fruit trees. A lake that existed on property acquired in the late 19th Century is no longer extant, and was replaced with a man-made lake in 1991. Graves in most areas of the cemetery are arranged in family lots in arrangements that conform to the original landscape design. Other areas contain historic single burial "potter's fields", small lots laid out in the lawn cemetery style in the early to mid 20th century, and a noncontributing modern area for pet burials. Sixteen contributing buildings are extant, including an office, public mausoleum and 14 private mausoleums built in the period of significance. Contributing objects include the entry gate, several unique or culturally important grave markers from throughout the period of significance, and the overall collection of grave markers. Contributing sites include the landscape, a Federally-owned Soldiers' Lot, a lot containing burials from the Iowa Soldiers' Orphans' Home, and a mid 20th century "Babyland". Noncontributing resources include two modern metal maintenance garages, a heavily altered sexton's house dating from the 1860s, a modern private mausoleum, an animal crematory inside a small metal enclosure, a pier in the lake, and a modern columbarium. Roads in the cemetery were graded as early as 1863, covered in macadam by the late 1800s, and paved by circa 1925. Resources that are no longer extant include several past maintenance buildings, a water well, a street car waiting house, a receiving vault, and wooden perimeter fencing. Particular mention should be made of the absence of characteristic iron fencing around family lots common to cemeteries of the era. Such fences were prohibited by the board of directors in 1880, and existing fences were removed at that time. Stone curbing around lots is still extant in many areas of the cemetery.

Oakdale Cemetery is situated on rolling hills in what is currently a residential area of the City of Davenport. The current vehicular entry gate was constructed from a rusticated Romanesque design by Edward S. Hammatt in 1896; some four years after the cemetery acquired the eight acre piece of land it is located on from the estate of Judge James Grant. Before Judge Grant acquired the property, it had served as Scott County's agricultural fairgrounds for five years starting in 1855. The gate consists of four granite pillars supporting a double door vehicular gate and matching pedestrian gates made of cast and wrought iron. Entering the grounds via this gate and following the main perimeter road counter clockwise, two contributing buildings are encountered. First is the Oakdale Cemetery Company Office, built of concrete block by Osborn Construction Company in 1941 from a

minimalist design by architect Raymond C. Whitaker. The area between the office and the lake is the location of a modern columbarium, flat grave markers for burials of cremated remains and a modern private mausoleum with Gothic Revival elements. While these are outside the period of significance, they are an integral part of this fully active cemetery. Next is the Community Mausoleum, built in 1931 by the Heister Mausoleum Company with a Classical Revival design by local architect Seth J. Temple. The Community Mausoleum is built of cast concrete, with a limestone exterior and white marble interior. While recent additions include columbarium niches added in 1991 and a handicapped accessible ramp added in 2014, the building appears largely the same now as at the time of its construction. The land surrounding the mausoleum is section 22 on the sectional plat map and is only beginning to be used for burials. Following the perimeter road, the Joseph W. Bettendorf mausoleum is the next significant structure. It is a fine example of Exotic (Egyptian) Revival architecture, built of white Barre granite with a Georgia marble interior in 1923 by Farrington, Gould & Hoagland, a monument company from New York, with additional construction by Matt Healy & Son of New York and the Iowa Engineering & Construction Company of Davenport. The mausoleum is surrounded by a landscaped area of evergreen hedges and trees. Nearby are the William Hamilton Wilson and Henry F. Petersen mausoleums. The Wilson mausoleum was built circa 1916 in the Richardsonian Romanesque style, the Petersen mausoleum was built circa 1922 in the Romanesque style. These three mausoleums are located in section 23, which contains burials from the late 19th century to the present day with a variety of marker styles, as well as numerous evergreen shrubs and several pine and oak trees. Also of note in this section is the family lot of local realtor Mel Foster, Sr. It occupies the opposite corner from the H.F. Petersen mausoleum and is marked by a large black marble bench and flat marble individual grave markers.

Nearby is section 33, which contains mostly burials from 1968 to the present day, with flat or lawn style markers. Section 24 contains the J. Schricker mausoleum, built in 1899 by the Vermont Marble Company from a Classical Revival design by John Wesley Ross inspired by the White House. The mausoleum is distinctive due to its Sutherland Falls white marble construction, and the green patina of its bronze roof by Winslow Brothers of Chicago. The rest of section 24, which is on a bluff with a slope from South to North, contains numerous landscaped family plots surrounded by yew and other evergreen hedges. These date from the late 19th century to present day, with a variety of marker styles.

Sections 34 and 26 on the sketch map contain burials from the early 20th century to present day with a variety of raised markers reflecting the then-current styles. In between these is "Babyland", a special section set aside for the burial of infants and landscape designed by Philip Tunnicliff in 1947. The first burial in this section was in 1952, and burials continue into the present. Currently, the section is marked by two rows of evergreen hedges that separate it from the two sections to either side as well as a row of evergreen shrubs that separate it from the private homes to the South.

North of Babyland is section 13, which was largely created with the acquisition of eight acres of land from Charles E. Pickering in the summer of 1883. The Western third of this section was on the Judge Grant property, acquired in 1893. Section 13 contains numerous burial lots of wealthy citizens, businessmen and politicians who were active in the late 19th and early 20th centuries. This section became fashionable in the early 1900s, and several graves were moved here from other parts of the cemetery, so some death dates are from before the land was acquired. Markers in this section take on many styles, and most are of massive size, indicating the wealth of those interred here. There are numerous Victorian draped cinerary urns, one large obelisk, and numerous large granite blocks inscribed with well-known names from Davenport history. Also in section 13 is the Sieg mausoleum, the first of the large mausoleums built in the cemetery. It was constructed soon after the section was platted, in late 1883. It is an imposing structure, built of limestone with a brick interior in a rustic form of Gothic Revival. A large oak tree grows in front of the mausoleum and is a frequent roost for a nesting pair of red tailed hawks. Nearby is the Gustav Koester mausoleum, a granite and concrete Richardsonian Romanesque building designed and built in 1915 by the Schricker Marble & Granite Company of Davenport. Adjacent to the Koester mausoleum is a contributing object, the Harris-Greene / Brown family marker. It is carved in the form of a large altar, with a Latin cross on the top and a drape over one end. The entire section is dotted with evergreen shrubs and trees, some of which mark family lots, as well as several mature oaks and other deciduous trees. The road to

the North of section 13 marks the Southern boundary of the original 40 acre cemetery from 1856. The road separating 13 from sections 12 and 20 marks the Eastern border of the cemetery as of 1883.

The perimeter road now turns to the North. In sections 12 and 20, to the West of this avenue, there are more large family lots with various marker styles, including the Watzek family monument, which is intricately carved into the elaborate form of an eight foot tall Celtic cross. To the East of the avenue is section 27, with smaller family lots dating from the early 20th century to present day. It is situated on a gently sloping hill, with most burials being at the higher part to the South. Continuing to the North, section 11 is to the West of the perimeter avenue, and contains three contributing resources. The first is the Oakdale Soldiers' Lot, a federally owned burial ground for Civil War and Spanish American War veterans. The site contains 71 upright Veterans' Administration headstones in three rows. There is a large evergreen tree in the Southeast corner, a flag pole and plaque centered along the avenue to the South, and a large evergreen hedge row separating the lot from the rest of section 11. The Soldiers' Lot was created as the Grand Army of the Republic section between 1896 and 1900 and acquired by the United States government in 1941. The second is the Schlapp family columbarium, built circa 1889. It is a small structure, in a rustic style, with cast iron gates on each open end. Inside are 24 niches for cremated remains. The third is a set of rectangular granite above-ground crypts, containing the remains of the E.H. Ryan family. These are the only above-ground crypts of this style in the cemetery. Immediately West of section 11 is section 8, containing one of the earlier single burial sections and burials dating from the founding of the cemetery. Also in section 8 are a trio of grave markers for the Coventry family, a contributing object demonstrating elaborate Victorian floral sculpture.

North of section 11 is section 15, containing grave markers in various styles, including a single burial section or Potter's Field. Most markers in this section are a small granite block inscribed with a grave number, first initial and last name. Other graves are marked with larger stones placed by families or friends at later dates. Also in section 15 is a contributing building, the Gardiner mausoleum, built in 1926 in the Romanesque style. Across the perimeter road from section 15 is section 21, and two imposing contributing buildings, the Koehler and William D. Petersen mausoleums. Both mausoleums sit atop a hill overlooking sections 15, 11, 8, 12, 13 and 27 and have landscaped stairways leading from the avenue at the bottom of the hill. The Koehler mausoleum was built ca. 1910 in an early Modern Movement style featuring naturalistic bronze doors and a stained glass window in the rear. The William D. Petersen mausoleum is the largest private mausoleum in the cemetery, and is a spectacular example of Gothic Revival architecture. The mausoleum was constructed of limestone and Greek marble in 1921 by the Presbrey Leland Company from a design by Clausen & Kruse, with an interior vaulted ceiling intricately mosaic tiled by the R. Guastavino Company. The interior also features intricately decorated crypts, an altar backed by three stained glass windows, and a wrought iron hanging candelabra.

North of section 21 are sections 29, 30 and 31. Section 31 was platted in the late 1960s and designated as a lawn section with only flat markers. Burials in this section date from the early 1970s to the present day. Section 29 was platted by Philip Tunnicliff in 1947, and contains upright markers for burials from the middle of the 20th century to the present day. Section 30 was platted by Tunnicliff about 1961 and contains upright markers from the early 1960s to the present day.

West of section 31 is section 28, one of the larger sections that was added to and platted as additional land was acquired in this area of the cemetery in the late 19th and early 20th century. The Western part of this section contains tiers of single burials marked with flat stones indicating grave number, first initial and last name. The Eastern part contains more substantial markers in various styles dating from the early 20th century. In the Southwest corner of this section is the Iowa Soldiers' Orphans' Home lot, which was donated to the Home by the cemetery board in 1884, when burials were moved from section 6. It is a contributing site located in the original 40 acre tract. In the center stands a granite monument erected in 1884 to the memory of the orphans buried there. Graves are in several rows to either side of the monument, and were marked with simple numbered stones until 1971, when the Davenport chapter of the Veterans of Foreign Wars paid to have bronze plaques cast with each child's name and date of death. These plaques are set on continuous concrete curbs. A granite bench donated by the American Legion sits in the Southwest corner.

Continuing along the perimeter avenue to the West, section 19 is adjacent to the Northern part of section 28, and consists mostly of tiers of single interments, including an early infant section. North of the avenue in this area is a wooded area separating the cemetery from the Duck Creek Parkway. Some of the trees were planted in this area by the cemetery in the early 20th century to form a natural fence line. Northwest of section 19 is a cleared area that is currently used for burning of fallen tree limbs and other organic waste. As late as 1947, a warehouse and horticultural nursery were located in this area; they are no longer extant. South of section 19 lies section 16, a very large section containing burials from the late 1880s to present. It was the last major section in the original 40 acres to be platted, with platting completed in 1889 by company secretary Israel Hall. Section 16 contains three contributing resources: the Ruch mausoleum, a Richardsonian Romanesque building built in 1913; the Nott mausoleum, a small red brick building designed and constructed in no discernible style but with some Federal style elements by Robert H. Nott (who is interred within) in 1912; and the Chezem family monument, a fine example of the popular "treestone" grave marker from the late 19th century. It is unique in that it is set on a granite Latin cross that acts as a base.

The perimeter avenue continues around as it circles back to the entrance gate. To the Northwest is a noncontributing site, Love of Animals Petland, an area set aside for pet burials in 1992. Southwest of Petland is a contributing building, the minimalist Hartwig vault, built ca. 1882 and remodeled by the Schricker Marble & Granite Company in 1924. As the vault is located in a remote part of the cemetery, the original door was removed in 1980s and the doorway was covered with concrete blocks. Just East of this vault is the location of the no-longer-extant brick receiving vault built in 1874. All that remains of the vault is a storm drain installed in 1875. A temporary wooden receiving vault, no longer extant, was also constructed between the old brick vault and the Hartwig vault in 1918 to accommodate the increased death rate due to the Spanish influenza pandemic.

Before turning East onto the former main avenue, the cemetery maintenance area is on the Western border of the cemetery near Eastern Avenue. This area contains three noncontributing buildings, two of which are 1990s steel frame garages, while the other is the circa 1864 sexton's house, which has been altered to an extent that it is unrecognizable as an historic building. Also in this area is an aluminum enclosure containing the cemetery's animal crematorium, a noncontributing structure. The location of the original entrance gate was just North of the sexton's house, but its use was discontinued upon the construction of the present gates in 1896. Also, three maintenance buildings, a circa 1874 stable and 1910 house and barn, are no longer extant, the latter two having been demolished in 1997 to make way for maintenance garage 2.

Across the perimeter avenue from the sexton's home is the lake, built in 1991. In the center of the lake is a wooden pier, formerly a bridge and gazebo, a noncontributing structure also built in 1991. The Eastern end of this lake roughly corresponds to the location of an historic lake on the property, described in 1897 board minutes as lying near the center of the new avenue from the new entrance to the old portion of the cemetery. The lake was called Lake #2, though no mention has been found of another lake on the property. The avenue is still atop an embankment constructed in 1896 over this no-longer-extant natural lake.

Following the former main avenue up the bluff into the oldest portion of the cemetery, the lots are encountered in concentric circles. The first circle is section 4 to the North and section 5 to the Southeast. Both of these sections contain burials from the mid 19th century to near present day. Section 4 contains a contributing object, the Thompson monument, a splendid example of Gothic Revival funerary art. The monument mimics a spire from a Gothic cathedral building, and is the tallest object in this section. Section 5 contains two contributing objects, the "white bronze" grave markers of Jens Peter von Stibolt and Minnie von Egloffstein. J.P. von Stibolt's marker is small and lettered in an ornate script in German. The English translation is "Convictions are a man's honor" (Stibolt was editor of Davenport German-language newspaper *Der Demokrat* during the Civil War and was an outspoken opponent of slavery). Minnie von Egloffstein's marker is more typical of the style, and features removable panels on four sides for possible addition of other decedent information.

The next circle is section 7 to the North and section 10 to the Southeast. Section 7 contains numerous grave markers for burials dating from 1857 to the early 20th century and three contributing objects: the John Owens white bronze grave marker, a more elaborate example of this style of memorial construction topped with a sculpture of a century plant; the George L. Davenport monument, a large mixed-style construction featuring

Victorian plant sculpture on the plinth and an Egyptian obelisk on the top that is used frequently as a navigation landmark in the cemetery; and the John Vale grave markers, including Mr. Vale's original Victorian scrolled grave marker as well as a more modern federally-supplied veteran's marker indicating his Civil War military service and Medal of Honor. Section 10 contains burials from the same time period as section 7 as well as a contributing object, the David S. True family burial plot. The monument in this location is a Gothic spire similar to the Thompson memorial, and the individual graves are enclosed with headstones, footstones and side stone fencing atop stone slabs covering the graves. The overall appearance resembles a trio of sleigh beds.

Atop the highest point of the cemetery sits section 1, location of many of the oldest burials, including the first numbered burial as well as graves relocated from the overcrowded Davenport City Cemetery. The center of section 1 is an 80 foot diameter circle with a stone curb enclosing the Brandt mausoleum, a massive Classical Revival building of Barre granite constructed in 1901 at the behest of baking powder magnate William Ziegler. This circle was previously the location of a summer house (1881), a 77-foot-deep well (1882), and a water pumping windmill (1884), all no longer extant. These structures were demolished and the well capped by 1901. Along the Northern edge of section 1 sits another massive object, the contributing Dillon monument, a very large obelisk erected circa 1898 in memory of the wife and daughter of Judge John Forrest Dillon, who had been lost in a shipwreck. It is the tallest monument in the cemetery.

Southeast of section 1 is section 2, another circular section containing graves from the mid-19th to early 20th century. The center of section 2 is the former location of a reservoir (1888) which was later repurposed as a fountain. The fountain was removed and the land graded in 1910. The inner circle of graves around the center circle was designated in 1862 for Civil War soldier burials, but many of those burials were removed to the Rock Island and Keokuk National Cemeteries circa 1888. The rest were moved to the current location of the Soldiers' Lot in 1900.

Between sections 1, 2, and 10 is section 14, the smallest section of the cemetery. It is a small triangular patch of ground created by the layout of avenues designed in 1856 by Captain George F. de la Roche, landscape architect. South of section 2 is section 9, another part of the "old cemetery" as it is referred to in the board minutes. This section contains grave markers from the mid-19th and very early 20th century, as well as the first area for single burials, which was abandoned in 1871 while a clump of trees was planted in the area to prevent erosion of the graves.

North of section 2 is another portion of the concentric circles around the section 1 hill, sections 3 and 17. These sections were on the outskirts of the original cemetery and contain burials from the mid-to-late 19th century to the present day. Two contributing objects are extant in section 3: the Mary Coates white bronze grave marker, and the Elizabeth Little Willis grave marker. The Willis marker dates from 1846 and was moved with the burial from the Davenport City Cemetery sometime in the late 19th century. It is one of a small number of limestone shouldered tablet markers still extant in the cemetery and a representative example of the type. There are also two contributing objects in section 17: the Frank family lot, a unique example of a "treestone" with matching individual stones; and grave of legendary jazz musician Leon "Bix" Beiderbecke, the most visited grave in the cemetery and location of an annual jazz concert in his memory since 1971.

Section 6 is an irregular shaped piece of land between sections 2, 9 and 17. It contains burials from the mid 19th century to the present, and a contributing building, the granite Hill Mausoleum, built in a Richardsonian Romanesque style in 1908. Northeast of section 6 is the Masonic Section, a small triangular plot containing flat grave markers for members of the local Masonic lodges. Northeast of that is section 18, another irregular shaped piece of land containing burials from the mid 19th century to the present day.

Overall, the cemetery appears today largely as it did during the period of significance. While several resources, such as the windmill and lot fences, are no longer extant, their absence does not detract from the historic nature of the cemetery, but instead demonstrates the ever-changing nature of Victorian cemeteries and their place in the community. The current boundaries of the cemetery were all acquired during the period of significance, and none of the land that was sold off throughout the 20th Century contained burials. As with almost any cemetery more than a century and a half old, there are many grave markers that have broken or fallen, and there have been instances of vandalism. Recent efforts have been made to right fallen markers and repair broken

ones. There is also an ongoing project wherein the grounds crew is removing over-mature and diseased trees and planting new trees. A local Girl Scout troop is also working to transplant overgrown day lilies that have overtaken grave markers.

The Oakdale Cemetery Historic District maintains a great deal of historic integrity from the period of significance (c. 1855 – 1965). The various aspects of the district's integrity are discussed below.

- **Location:** The Oakdale Cemetery Historic District is located in the same spot as the date of founding, with the original forty acre plot constituting the “heart” of this historic district.
- **Design:** The layout of roads and avenues as they exist today is the same as that on the oldest extant map of the cemetery, dated 1917. It is believed that this layout closely follows the original 1856 landscape design by Captain George F. de la Roche. The district also contains thousands of well-preserved grave markers and a fine collection of well-maintained mausoleums. Original architectural drawings for two private mausoleums, as well as the Community Mausoleum, indicate that the buildings maintain integrity of design.
- **Setting:** Oakdale Cemetery was originally located well North of the Davenport City limits, in a rural area surrounded by several woody thickets. Today, the cemetery has been surrounded by the expansion of the City of Davenport. While it is now located in a residential neighborhood along an arterial street in the city, a city parkway along Duck Creek to the North recreates to some extent the wooded vistas of the earlier years. Also, the presence of the Iowa Soldiers' Orphans' Home Historic District, located directly to the West across Eastern Avenue from the cemetery, greatly contributes to the district's integrity of setting.
- **Materials:** The materials used throughout the period of significance were largely various types of stone and masonry, which have held up very well through the present day. Several stained glass windows and bronze doors on mausoleums are also extant. Special mention should be made of the absence of iron fencing (banned by the cemetery board in 1875 and ordered removed in 1880) and various wooden and brick structures that were demolished during and after the period of significance as a natural part of the cemetery's evolution.
- **Workmanship:** Many of the various grave markers and mausoleums maintain great integrity of workmanship. In particular, the original masonry by Robert Nott is still visible on the Nott Mausoleum. Grave markers, both homemade and professionally designed, appear today largely as they did when they were placed, displaying the workmanship of the designers to varying extents.
- **Feeling:** Oakdale Cemetery Historic District may very well best demonstrate integrity of feeling. Especially in the original forty acre plot, historic markers and mature oak trees combined with grass and gravel pathways evoke the historic feeling of the late-19th Century “glory days” of the cemetery.
- **Association:** The cemetery is directly associated with significant individuals by virtue of being their final resting place. It is also directly associated with historic events such as the Civil War, demonstrated by the presence of the Soldiers' Lot and the grave of Lieutenant Colonel August Wentz, whose funeral was a major event in Davenport during the Civil War. Other historic events, such as the settlement of Davenport and Scott County and Westward Expansion, are demonstrated by the burials of individuals who participated in those events.

Continuation Sheet: (use this sheet and subsequent sheets for questions (2), (3), & (4))

Oakdale Cemetery was incorporated on May 14, 1856, as the Oakdale Cemetery Company, with lot owners as shareholders of the corporation and an elected board of directors. The men who signed the Articles of Incorporation were pioneer settlers and leading citizens of Davenport: John McDowell Burrows, R. M. Prettyman, George B. Sargent, John Dalzell, Dr. J. M. Witherwax, Dr. Charles Cristopher Parry, Henry B. Hoffman, Strong Burnell, William H. Hildreth, Joseph Lambrite, Hiram Price, A. H. Barrow, John M. Cannon, John L. Davies and William H. F. Gurley. The company was founded in response to the inadequacy of the overcrowded and oft-flooded Davenport City Cemetery and as a product of the founders' distaste for the "private speculation" that was the for-profit Pine Hill Cemetery (established by A. C. Fulton in 1855). The corporation purchased 40 acres of land North of the city of Davenport, having the land deeded to founder John McDowell Burrows, who held title to the land until the state legislature met in 1858, upon which point he conveyed the deed to the Oakdale Cemetery Company. All but a small portion of that original 40 acres is still part of the cemetery property, a small corner having been sold for use as two private homes in 1985 and a commercial office building in 1997. In June of 1856, the company hired War of 1812 Navy veteran Captain George F. de la Roche, a civil engineer and landscape architect, to survey and plat the grounds. Captain de la Roche's most famous landscape designs are his 1852 design of Oak Hill Cemetery in the Georgetown neighborhood of Washington, D.C., and his ca. 1854 design of Glenwood Cemetery, also in Washington, D.C. The designs of his cemeteries are very similar, using concentric circles on hill tops and following the natural contours of the land, and were inspired by the most famous cemetery of the Rural Cemetery Movement, Mount Auburn Cemetery in Massachusetts. It is worth noting that both Oak Hill and Oakdale are located in creek valleys – Oak Hill in the Rock Creek valley, Oakdale in the Duck Creek valley. Later additions were designed and platted by others, but the overall design is faithful to de la Roche's original intent.

The first numbered burial in the cemetery was in September 1857. However, recorded burials date from as early as November 1855, but were not added to the numbered burial log until 1857. Many burials were moved to Oakdale Cemetery from Davenport City Cemetery as well, so dates on some grave markers predate the establishment of Oakdale by as much as twelve years. The company struggled along for the first several years, having had to borrow money to purchase the land, but by the outbreak of the Civil War, Oakdale had become the premier burial ground for Davenport. The city of Davenport served as the military headquarters of Iowa during the war, hosting several training camps, including Camp Kinsman, which was directly across the road from Oakdale. Many German immigrants from the city volunteered for military service, eager to fight for their new homeland. Inevitably, soldiers died during training, and local men were killed in battle. By 1862, Oakdale had become the military burying ground for the city. April 1st of that year, the directors designated an area in section 2 for the burial of Civil War dead. The soldiers were to be buried near the first Scott County resident to give his life in battle during the War, Lieutenant Colonel Augustus Wentz.

Augustus Wentz was born in Baden, Germany, around 1829, and immigrated to the United States around 1847. He almost immediately enlisted in the Army, fighting in the Mexican War. After the war, he settled in Missouri, where he met and married Rebecca McMurtrey in 1852. They moved to Davenport in 1854, and Augustus immediately became an important member of Davenport's growing German community. He was elected constable in 1858, and in 1861 he formed an infantry unit of German immigrant volunteers, Company G of the 1st Iowa Infantry. After their three month term of service was up, Wentz was commissioned lieutenant colonel of the 7th Iowa Infantry, Company S by Governor Kirkwood. The 7th saw its first major action at the Battle of Belmont. The 7th was in the heaviest part of the fighting, and Wentz was mortally wounded during the retreat. His dying words were reported as, "Let me alone boys, I want to die on the battle field." His body was retrieved by his wife Rebecca, who had been in the Union camp for a visit with her husband, and sent by train back home to Davenport. The funeral was the most grandly solemn event the then-young city had seen. Wentz's body was dressed in full uniform and displayed in Metropolitan Hall, where thousands of citizens filed by to pay their respects. The Wednesday morning newspapers of November 13 carried complex diagrams of the funeral procession, which including marching units from the Union training camps, Davenport Fire Department, the Turner Society, city officials, and public and

private schools. Businesses were closed, allowing employees to attend the funeral. After the war, Grand Army of the Republic Post 1 was named for August Wentz (the name was rendered both ways in various records).

After the Civil War: Changes Begin

By 1863, the avenues in the original 40 acres had been graded. Board minutes report various plantings of evergreen trees and Osage orange hedges throughout the 1860s and early 1870s, and the erection of a wooden fence along the Northern border (with posts made from trees culled from the cemetery) and the construction of a brick receiving vault (no longer extant) in 1872. A new road was constructed to the vault in 1873, and 1874 saw the first roads begin to be macadamized. The company's charter having expired, the company was re-incorporated in 1876, and in 1878 plans to build a street car depot on the cemetery grounds were discussed. It is unclear if this building was ever built. According to board minutes and dates on graves, nine acres of property were added to the East of the cemetery in 1876, though the quit claim deed for this property is dated March 1, 1883.

By 1880, additions to the "old house" were being discussed in meetings. This likely refers to the current sexton's house, which while still standing, is heavily altered from its historic appearance. 1880 also marked the beginning of Oakdale's evolution from a rural cemetery to a "landscape-lawn" cemetery, with the prohibition and removal of lot fences, and an emphasis on large family markers with small individual stones, all to make maintenance and upkeep easier. Also at this time, 20% of lot purchase prices were invested for the perpetual care of the lot, a practice the cemetery continues to the present day.

Turn of the Century: Construction and Expansion

Throughout the 1880s, several maintenance-related structures were constructed; including a water well, summer house, reservoir and windmill. None of these structures are extant, all having been replaced by more modern facilities (and a city water main) around the turn of the 20th century. A private burial vault was built in 1882 by local mortician Albert Hartwig near the cemetery receiving vault; it is still extant. The first above-ground private mausoleum was constructed the next year by local businessman Reinhold Sieg, followed six years later by the small Schlapp family columbarium. The Iowa Soldiers' Orphans Home plot was donated by the board in 1884. A two acre strip of land to the East of the Orphans' plot location was purchased in a tax sale in 1881. Around 1888, 160 Civil War burials were removed to the Keokuk and Rock Island National Cemeteries. The cemetery was also expanded in this time period, with two eight acre plots being added to the grounds in 1883 and 1892. This new area was platted by landscape gardener A. N. Carpenter of Galesburg, Illinois, and plans were made by the board to move the entrance gate to this new land.

The board commissioned local architect Edward S. Hammatt to design a set of gates, then solicited bids for construction. The contracts were awarded to the Davenport Iron Works and the Hubbard Construction Company of Sioux Falls, South Dakota. Work on the gates was completed in 1896, and a road was constructed connecting the new gates to the "old section" of the cemetery. Newspaper articles of the time praise the beauty and design of this new section. A plot just East of the original Southeast corner of the cemetery was donated to the Grand Army of the Republic August Wentz Post 1 in 1897 (the land was officially deeded to the post in January, 1907).

The next three decades saw a flurry of activity, with the construction of twelve private mausoleums and the purchase of several tracts of land. Notable constructions were the John Wesley Ross designed Schricker mausoleum, the Clausen & Kruse designed William D. Petersen mausoleum and the Farrington Gould & Hoagland designed Bettendorf mausoleum. Board member W. H. Kimball was hired to plat all fallow areas in 1911, and a temporary wooden receiving vault (no longer extant) was built to handle the increase in burials due to the Spanish influenza epidemic of 1918.

The Community Mausoleum, originally advertised as Oakdale Abbey, was designed by local master architect Seth J. Temple and built by the Heister Mausoleum Company in 1931. The creation of Babyland in 1947, the designation of certain areas as "memorial park" sections with flat markers in the 1960s and the sales of various tracts of land throughout the middle of the 20th century left the cemetery in its current state. It has been an active burial ground since its inception, and continues as such to the present day. With over 24,000 burials and about the same amount of spaces available, it is anticipated to last far into the future.

Cultural Significance Past and Present

For many years following the Civil War, Oakdale was the only burial place open to members of the black community in Davenport. For this reason, the cemetery has great significance to this community. Many escaped and freed slaves who made their way to Davenport during and after the war are buried at Oakdale, and the cemetery has been listed on the National Park Service's National Underground Railroad Network to Freedom for its associations with the Underground Railroad. Many noted abolitionists, such as Hiram Price, James Thorington, John L. Davies, Henry Lischer, Jens Peter von Stibolt, Elias Gilbert and Jared Beecher Hitchcock are also interred at Oakdale Cemetery. It is interesting to note that there are no segregated sections in the cemetery. From its earliest days, any person able to buy a lot could be buried wherever they chose. Two of the signatories to the Articles of Incorporation, Hiram Price and John L. Davies, were well-known for their anti-slavery principles, which may be a contributing factor to the integration of Oakdale.

A full 45% of the members of the Pioneer Settler's Association of Scott County, Iowa are interred at Oakdale Cemetery, including George L. Davenport, son of Colonel George Davenport, for whom the City of Davenport was named. The Association limited membership to "old settlers of Scott County, who became residents prior to December 31, 1840." Other members interred at Oakdale include riverboat captain Le Roy Dodge, early bankers Ebenezer Cook (reinterred from City Cemetery in 1920) and George Sargent, Seminole War veteran and pioneer physician Egbert Storrs Barrows, early Davenport postmaster Duncan Campbell Eldridge (also his son, Jacob, for whom the City of Eldridge, Iowa is named) and noted jurists John Forrest Dillon and James Grant. The cemetery is also the final resting place of a large number of Davenport mayors and Scott County sheriffs.

Over the latter half of the 20th century, the cemetery began to take on more community and educational functions. An annual memorial concert at the grave of jazz musician Bix Beiderbecke began in 1971, and newspaper articles on local history and Victorian art/architecture from the 1960s mention Oakdale and feature photos from the grounds. Local schools and colleges use the cemetery grounds to teach history, botany, art and architecture. Veterans groups hold Memorial Day ceremonies, and a semi-regular theatrical living history event portrays the stories of those interred.

Significant Individuals

In addition to Augustus Wentz, there are many other significant people buried at Oakdale Cemetery. The following individuals are historically significant, but have no other properties associated with their lives or productive periods still extant.

Henry Peter Bosse (1844 – 1903), a German immigrant and draughtsman for the U.S. Army Corps of Engineers, was a prolific photographer of the Upper Mississippi River and its environs during the creation of the navigation channel in the late 19th century. His photographs helped him create the most accurate map of the Upper Mississippi River ever drawn by that time, and facilitated the construction of bridges, locks and levees along that turbulent stretch of water, which in turn increased the rate of East-West trade across the river as well as North-South trade along the river. His photography is also an early example of German photo-journalism, with straightforward compositions and a focus on the works of man such as railroad bridges.

The Busey Family: Matilda (1822 – 1899), Nancy (1855 – 1871), Jacob R. (1857 – 1913), Pernicia Ann (ca. 1848 – 1925), and Mary Elizabeth (1844 – 1903) Busey were freedom seekers from Calloway County, Kentucky on the southwestern corner of Kentucky. The Busey family was successful in their escape from slavery and eventually settled in Davenport, Iowa.

Matilda Stubblefield was born on February 12, 1822 in Dansville, North Carolina. She was moved with her master when she was 12 to Zanesville, North Carolina and then to Concord, Calloway County, Kentucky. Once in Kentucky, she married James Busey ca. 1837. Approximately eight years later, Mary Elizabeth was born followed by Pernicia Ann sometime between 1845 and 1848. In 1853 Henry was born, Jerry in 1854, Thomas in 1856, and Jacob in 1857. A precise date for the birth of Nancy was never found, but is assumed to be 1855 based on her 1875 death date shown on her headstone at Oakdale Memorial Gardens. Sources say Matilda and James had ten children, but several of the names were never found. The Busey family, minus Thomas (who had been sold to a nearby plantation owner), lived on the same plantation in Calloway County, Kentucky.

In 1862 both the Union and Confederate armies had moved into Kentucky, a slave state still loyal to the Union. When the nearby Fort Heiman fell to Union forces, the Busey family recognized this as their chance to make haste to northern freedom. Late one night, the family hitched up a team of oxen to their master's wagon and took off on the ten mile journey to Fort Heiman. Unfortunately, the tenth child, Thomas J. Busey, was stranded on a neighboring plantation and couldn't be rescued due to bloodhounds guarding the estate. The family arrived at Fort Heiman, but was lucky to be accepted due to newly enforced laws requiring escaped freedom seekers to be sent away from Union lines. These laws included the second confiscation act. This law stated that freedom seekers that reached Union lines were to be put to work and also made all freedom seekers living behind Union lines free of their previous owners. The next morning, when their previous owner came to reclaim them, he was sent away with only his oxen and wagon due to the belief of many Union soldiers that slavery should not survive past the war. The family continued their trip to the northwest, spending a fair amount of time at a U.S. Army contraband camp in Columbus, Kentucky. Here, James was conscripted to assist in building embankments in rainy conditions. As a result, he contracted pneumonia and died in 1863. After the death of James, Matilda and her children left Fort Heiman and traveled to another camp in Cairo, Illinois and then continued again along the Mississippi River to Iowa. They arrived in Davenport with only two dollars to their name and each other. Thomas J. would later join them in 1869, though there is no supporting evidence that he escaped from enslavement.

Moses Bush (ca. 1845 – 1915) was born into slavery in Mississippi sometime in the 1840s. An article published in the *Davenport Democrat* at the time of his death stated that "after Lincoln issued the Emancipation Proclamation, he made his way North by way of the Underground Railroad." The article also suggested that Bush made his way to Illinois and received assistance from a Mr. Lovejoy in Princeton, Illinois. The Mr. Lovejoy referred to in the *Davenport Democrat* article was referring to Owen Lovejoy, a known abolitionist and documented conductor of the Underground Railroad in Illinois. There is no other evidence that supports this claim other than the article itself.

In January 1865, Bush was working for a farmer named Peter H. Bunning who owned a farm north of Davenport, Iowa. The Bunnings were immigrants from Germany who moved directly to Davenport upon their arrival to the United States. Bunning was a veteran of the Civil War and was more than likely serving in the Union Army in 1865. It was very likely that Bush was working for Bunning's wife as a farm hand which correlates with the broader pattern of wives hiring free blacks and freedom seekers throughout the duration of the Civil War. While employed at the Bunning farm, Bush was approached by a recruiter and enlisted. There were people in Davenport who believed that Bush and another man named Nat Henry enlisted against their will and were swindled out of the money due to them for enlisting. A civil case was brought against the recruiters and they were accused of kidnapping. The charges against the recruiters were dropped. Bush officially enlisted with the 60th USCT on January 13, 1865. He was identified as a slave from Mississippi at the time of his enlistment and was documented as being 21 years of age. After his brief service with the Union army Bush was mustered out of the army in October 15, 1865, returned to Iowa and lived the rest of his life in Davenport, Iowa. He lived at 2323 Farnam Street and was an influential member of the African American community in Davenport.

John Parsons Cook (1817 – 1872) was a pioneer settler of Davenport, arriving in the area with his father in 1836. He studied law and became a lawyer, practicing in Tipton. His political career began with a three year term on the Iowa Territorial Council from 1842 to 1845 and a three year term in the Iowa Senate from 1848 to 1851, after which time he returned to Davenport. He was elected as a member of the Whig Party to the Thirty-Third United States Congress in 1852, serving one two year term before being replaced as a Whig nominee by James Thorington, allegedly due to Cook's pro-slavery views. After the Whig Party collapsed, Mr. Cook joined the Democratic Party then retired from politics, engaging in banking while still practicing law.

George Henry Cram (1838 – 1872) was a merchant from Pennsylvania who enlisted in the 9th Kentucky Infantry at the outset of the Civil War. He was made a captain of Company H of that regiment, and was wounded at the Battle of Shiloh. In April, 1862, he was promoted to lieutenant colonel and fought at the Battle of Perryville. By December of that year, he had command of the 9th Kentucky and led the regiment at the Battle of Stones River, where he was again wounded. He was promoted to colonel in 1863, and commanded the 9th Kentucky at the Battle of Chickamauga, and the East Tennessee Campaign, where he was wounded for the third time. After commanding his regiment during the Atlanta Campaign, he was awarded the Brevet Rank of Brigadier General, U.S. Volunteers,

for meritorious service. He entered the regular Army after the war, and was given command of a post at Galveston, Texas. After his marriage to Frances Dodge of Buffalo, Iowa, he was transferred to the command of a post at the Ponca Agency in the Dakota Territory. After his death, he was interred in his wife's family lot at Oakdale. A Cedar Springs, Kentucky, G.A.R. Post was named for him.

Thomas H. Doughty (1828 – 1896) was a steamboat pilot and engineer from Pennsylvania who settled in Le Claire, Iowa before the Civil War. In 1862, he joined the United States Navy as acting first assistant engineer under Lieutenant George Brown aboard the *USS Indianola*. In December of that year, he was promoted to acting chief engineer, United States Navy. The *Indianola* participated in the Battle of Vicksburg and was sunk at Grand Gulf, where Doughty was taken as a prisoner to Libby Prison in Richmond, Virginia. After being freed in a prisoner exchange, he served on board the monitor *Osage* in the Red River Campaign, where he fashioned a dual mirror periscope to aid in the aiming of the *Osage's* guns at Confederate troops along the high river bluffs. For this, he is credited by the United States Navy as the inventor of the naval periscope. After the war, he returned to Le Claire, where he was the first person to attempt to use a boat for the towing of lumber rafts on the Mississippi River. The attempt was a financial failure, due to his boat's lack of power, but the process quickly became the primary method of moving lumber along the river, and led directly to the creation of the river barge industry of the present day. Around 1884, he moved to Saint Louis, Missouri, where he died of a diabetic coma at the age of 68. He was cremated there, and his ashes were later interred at Oakdale on October 28, 1912.

Count **Nicholas Fejervary** (1811 – 1895) was a Hungarian noble who fled the country after the failed Revolution of 1848. He eventually settled in Davenport, purchasing 75 acres on a bluff overlooking the Mississippi River in the West end of the city, an area that reminded him of the Danube River vistas of his homeland. Legend has it that his fortune was brought to Davenport in the form of a sack of gold he carried by hand. He increased his fortune by buying and selling land in surrounding counties. He was a leading citizen of Davenport and was described as "one of the makers of Davenport". He served on the board of the Clarissa C. Cook Home for the Friendless, and led the fundraising drive for the Davenport Soldiers' Monument. After his death, his daughter Celestine inherited the Count's property. After moving back to Hungary, she donated the estate to the City of Davenport in 1902. It has been used as a park ever since, the mansion having been used as an inn until its destruction circa 1934. The Fejervary legacy lives on in the name of Fejervary Park and a scholarship fund that awards substantial amounts of money to Scott County students studying agriculture at Iowa State University.

Silas Hopkins (ca. 1833 – 1915) was born into slavery in Tennessee and after he was sold away from his family, he made his escape from Sunflower County, Mississippi. According to newspaper articles that documented his death, Hopkins escaped during the Vicksburg campaign and joined a Union regiment. Hopkins served as a cook in the Union Army and eventually settled in Davenport sometime in 1865. Hopkins became a well known ventriloquist in the area and could do an excellent job imitating several animals. Also, he was known to have spoken several languages including French and German. On the 27th of August in 1915, Hopkins fell seriously ill and was admitted to Mercy Hospital. A day later he died on August 28, 1915 at his home 2118 East Locust Street. Services were held at the Third Baptist Church and he was buried at Oakdale Cemetery.

General Houston (1840 – 1910) was born in Decatur, Tennessee on Troy Chairs' plantation. After Chairs' death, Houston was transferred to the plantation of Dr. Lem Smith, a brother-in-law of Chairs, in Hollow Springs, Mississippi. According to the *Davenport Democrat*, Smith was one of the cruelest masters in the South. However, he taught Houston the art of corn shelling, which he later used in his career of chiropody.

In 1862, Houston ran away from his plantation, and enlisted in the 15th Illinois Infantry at LaGrange, Illinois. The enlistment record shows that Houston was classified as a slave at the time of enlistment. While serving with the Illinois infantry, Houston helped Captain Clark; until he died two years later. Houston went on to enlist as a private in the 29th Colored Regiment at Chicago in February of 1864. With the 29th Regiment, Houston traveled to Quincy, Baltimore, and Washington. He was discharged because of disability on March 28, 1865. The certificate of discharge declared that he had a liver disease and was unfit to work. After the war, he lived for a time in Chicago before locating in Davenport, where he died of dropsy at the age of 69.

Milton Howard (ca. 1845 – 1928) was born a free African American in Muscatine, Iowa. Records conflict and do not agree as to when Howard was born. Most sources agree that Howard was born around the year of 1845. It is

likely that he never knew the exact date he was born. At a young age, Milton and his family were kidnapped from their home in Muscatine County, Iowa by slave-catchers. The kidnapping most likely took place in the early 1850s. He and his family were then transported down the Mississippi River, probably to St. Louis, and later sold into slavery.

The Howard family was divided and sold into slavery. Presumably, Milton Howard was sold to a man named Pickett who resided in Alabama. Although Pickett treated him kindly, Milton escaped near the beginning of the Civil War with a number of other men and went north where he eventually enlisted with the Union Army at McGregor, Clayton County, Iowa on January 21st, 1864. Milton Howard recounted his story in 1916:

“I served in Company F, 60th U.S. Colored infantry. I don’t remember when I enlisted as I could not read nor write. My home was at McGregor, Clayton County, Iowa at the time of enlistment. I was born in Muscatine County, Iowa but was kidnapped and sold in Alabama and was there until the war broke out and then a crowd of us ran off and came North.”

During his time in the army, he became a private in Company F of the 60th U.S Colored Infantry. Missions of the 60th USCT included: trips down the White River and Alligator Bayou and other tasks in the Arkansas/Mississippi area. Howard was seriously injured during the Battle of Big Creek in DeValls Bluff, Arkansas. According to his pension file, Howard was shot in both the right arm and thigh and stabbed in the right side while trying to protect Union artillery that the Rebels had taken. On October 15th, 1865, he was mustered out from DeValls Bluff, Arkansas on medical release. From there, Milton traveled to Davenport, Scott County, Iowa where he lived out the rest of his life. He proceeded to get a job as a janitor at the Rock Island Arsenal. He could not do much labor because of the wounds received at Big Creek. During his time at the Arsenal, Milton saved General Flagler, the commandant at the arsenal, after he fell into an icy river. People of Davenport knew Howard as “the Negro who could speak German”. In 1921, as a reward for 50 years of service at the arsenal and his heroic rescue of Flagler, Milton received a gold medal and a trip to Aberdeen, Maryland. He retired on pension. He was a member of the G.A.R. and Free Masons, and preached at the local Baptist Church. After six years of retirement, on March 18, 1928, he passed away from heart disease on the steps of the Church of Apostolic Faith, at the age of 82.

Joseph Bloomfield Leake (1828 – 1918) was born in Deerfield, New Jersey, and then moved to Cincinnati, Ohio, where he studied law at Miami University. In 1850, he was one of an influx of Davenport settlers from Ohio. He practiced law in the city for a decade and was elected to the Iowa Senate, serving a partial term before resigning to become a captain of Company G of the 20th Iowa Infantry. He was commissioned lieutenant colonel of the regiment and saw action at Vicksburg and Yazoo City. In 1863, he was captured at Stirling’s Farm near Morganza, Louisiana, and spent ten months as a prisoner of war at Camp Ford near Tyler, Texas. He was released in a prisoner exchange in July, 1864, and helped lead his regiment during the Mobile Campaign. He was awarded the rank of Brevet Brigadier General in March, 1865 for meritorious service. He was one of the youngest officers to receive this honor. After the war, he was again elected to the Iowa Senate, served five years as Scott County Attorney, and was president of the Davenport School Board. He moved to Chicago in 1871, where he was the United States Attorney for the Northern District of Illinois from 1879 to 1884 and council for the Chicago Board of Education from 1887 to 1891. At the time of his death at age 90, he was the oldest member of the Chicago Bar Association.

Henry McGaw (died 1915) was born into slavery in Mississippi. In 1865 McGaw was owned and lived on the cotton plantation of Robert Patrick. During the war, Mrs. Patrick, presumably the widow of Robert Patrick, was in charge of the plantation. Her sons had joined the war and she left with her youngest son Robert and her slaves; in 1860 Mrs. Patrick had fifty-seven slaves and it is assumed she remained the owner of many slaves at the time of Henry’s escape. Henry McGaw was “head of the plantation,” which primarily meant he was in charge of the work completed by all the slaves. Scott McGaw, Henry’s son, was a house slave and very close to Mrs. Patrick. One day, Mrs. Patrick took Scotty with her on a short trip and upon their return she found out that most of her slaves had escaped, including Henry McGaw. Soon after, word had reached Mrs. Patrick that General William Tecumseh Sherman was marching through Mississippi and Mrs. Patrick was forced to leave her plantation, which was burnt to

the ground except for the large colonial mansion which was used as a hospital. In a 1902 newspaper interview, Henry McGaw provided a detailed account of his escape:

“We (the negroes owned by Bob Patrick) got about 12 miles or so away when we decided to desert. We were carrying provisions and there was a deal of sugar amongst them. We got away all right when it was dark, 13 of us, and made a straight shoot for the union lines. It took us three days to make it and for one day all that we lived on was sugar and water, but our experiences were not as sweet as the food. The two plantations were cleared of their mules in order to prevent the negroes from escaping. The mules were turned loose but all of them went over to the Yankees, who captured them. It was between Jackson and Canton that we deserted. We were well received by the Yankees when we got to the camp and I was at once attached to the regiment and made officers’ cook.”

McGaw never enlisted with the Union army. In McGaw’s interview he claimed that he was a cook for the 8th Iowa Infantry. According to records, McGaw accompanied a soldier to Iowa which also accounts for his resettlement in Davenport, Iowa after the war had ended. After he made his escape, Henry found his wife but could not reach his son on the Patrick plantation. He was forced to head north with the Iowa regiment but never gave up hope of finding his son, Scott. Sometime prior to 1880, Scott McGaw found his way to his father in Davenport, Iowa where they lived the rest of their lives. Henry McGaw “lived on Fifth Street” and worked as a janitor for a variety of businesses in town. In June of 1905 McGaw’s house burnt to the ground and he lived with his son, Scott McGaw, until his death on March 4, 1915. No records indicate his cause of death. Services were held at the Bethel A.M.E. Church in Davenport.

Dr. **Charles Christopher Parry** (1823 – 1890) was born in Gloucestershire, England. He immigrated to the United States and graduated from New York’s Columbia College of Physicians and Surgeons in 1846, then moved West, settling in Davenport, Iowa. He practiced medicine there for several months before giving up the medical field to study botany. In 1847, he published his first botanical collection, a study of wildflowers found around Davenport. He was the official botanist and geologist for the Mexican Boundary Survey which was completed in the early 1850s and published in 1857. In 1856, he was one of the founders of Oakdale Cemetery, and served for many years on the board of directors of the cemetery, at one point being elected secretary. He was also active in the local community, serving during the late 1850s as Davenport’s City School Superintendent. In 1861, he began his celebrated explorations of the southern Rocky Mountains in Colorado. He discovered and named many plant species, including the Colorado Blue Spruce, the Torrey Pine, and the Englemann Spruce. He was also an avid mountaineer, estimating the height of Longs Peak and being the first to ascend Torreys Peak and Grays Peak (which he also named). His name lives on in the names of the Parry Pinyon, Parry’s Lily, and Parry’s Pestemon plants, as well as Parry Peak, a 13,397 foot summit in the Front Range of the Rocky Mountains in Central Colorado.

Linsey Pitts (ca. 1843 – 1913) was born a slave on a Randolph County, Missouri plantation. The date is not concrete because military records state he was born in 1841, but other sources state he was born in 1845. Pitts was born on the plantation of John A. Pitts. John A. Pitts was born on March 2, 1815 in Kentucky and later established himself in Randolph County, Missouri. He became a successful farmer and cattle man, with 18 slaves to his name, one of which, an 18 year old black male, matches the description of Linsey Pitts. A Davenport newspaper stated that Pitts escaped the plantation and made his way north by way of the “Underground Railway.” On November 20, 1863, at age 18, Pitts volunteered to join the Union Army at Macon City, Missouri. Pitts’ enlistment records indicated that he was a slave of John A. Pitts. There was no indication whether he enlisted with or without the consent of his owner. He fought with the U.S. 60th Colored Infantry for the duration of the war before he was mustered out on October 15, 1865. In 1878, Pitts made his way to Davenport, Iowa where he spent the rest of his life. He was a barber, owned his own saloon and became a well-known black political figure.

Addison Hiatt Sanders (1823 – 1912) was a newspaper printer from Cincinnati, Ohio. He moved to Davenport in 1856, where he became the editor of his brother Alfred’s newspaper, the *Daily Gazette*. At the beginning of the Civil War, he was commissioned as military aide to Iowa Governor Samuel Kirkwood, and then made commissioner of Camp McClellan in East Davenport. In 1862, he declined the command of the 16th Iowa Infantry, and was instead made lieutenant colonel of the regiment. He participated in the Battle of Shiloh, was severely

wounded at the Battle of Corinth, and captured during the Battle of Atlanta. After his release in a prisoner exchange, he was promoted to Brevet Brigadier General for gallant and meritorious service, and then discharged for disability. Back in Davenport, he served for five years as postmaster, before accepting a two year appointment as Secretary of the Montana Territory (and acting governor). He also served briefly as registrar of the United States Land Office in the Montana Territory. He then retired back to Davenport, where he did freelance editorial work for local newspapers. He died at the Iowa Soldiers' Home in Marshalltown, where he was recovering from injuries received when he was struck by a team of horses in West Davenport.

Phebe W. Sudlow (1831 – 1922) was an educator from Poughkeepsie, New York. She received her only formal education at a one-room schoolhouse in Nelsonville Ohio, at which she was employed as a teacher at the age of fifteen. Around 1856, her family moved to the community of Round Grove in rural Scott County, where Phebe taught at the one-room schoolhouse there. She was soon hired as a teacher and assistant principal in the Davenport Schools. She lobbied the school board for equal pay for male and female teachers, which was granted, setting precedent throughout the State of Iowa. She was also was on a committee that granted full membership to female members of the Iowa State Teachers' Association in 1862. In 1874, she was offered the superintendent's position in the Davenport Schools, albeit at a lower salary than her male predecessor. She famously told the board, "Gentlemen, if you are cutting the salary because of my experience, I have nothing to say; but if you are doing this because I am a woman, I'll have nothing more to do with it." The board gave her the higher salary, and she became the first female public school superintendent in the United States. In 1876, she was elected as the first female president of the Iowa State Teachers' Association, and in 1878, was hired as the first female professor at the University of Iowa. She was a member of the Davenport Library Association, which raised funds for the Carnegie Library in Davenport, the first free public library in the city. In 1921, the Davenport Board of Education changed the name of East Intermediate School to Phebe Sudlow Intermediate School. In 1993, she was inducted into the Iowa Women's Hall of Fame.

James Thorington (1816 – 1887) was a frontiersman and lawyer from Wilmington, North Carolina. He was a pioneer settler of Davenport, arriving in 1839. He was elected as the fifth mayor of Davenport in 1846, and was the first Davenport mayor to serve more than one year. He also served as probate judge of Scott County from 1843 to 1851 and clerk of the district court from 1846 to 1854. He was elected as a member of the Whig Party to the Thirty-Fourth United States Congress, and was a charter member of the new Republican Party. He has been called the first Republican congressman from Iowa. During his one term, he was instrumental in obtaining land grants for the aid of the railroads, which gave his district (the Northern half of the state) three trunk lines from the Mississippi River to the Missouri River. After his term in Congress, he was elected Scott County Sheriff, in which position he served from 1859 to 1863. During that time, he provided security and other services to the various military training camps in the county. After serving for four years as Scott County Recorder, Thorington was appointed by President Ulysses Grant as Consul to Aspinwall, Columbia (now Colón, Panama) in 1872. He held the position for ten years. He died at the home of his daughter in Santa Fe, New Mexico during a family visit.

John Vale (1835 – 1909) was a London store clerk before immigrating to Le Claire, Iowa, in 1851. He purchased farmland near Mapleton, Minnesota in 1856, and enlisted in Company H of the 2nd Minnesota Volunteer Infantry in 1861. On February 15, 1863, while his company was foraging for supplies near Nolensville, Tennessee, Vale, who was on picket duty, warned the company of an attack by a 125-strong Confederate Cavalry unit. With the other fifteen members of his company, Vale repulsed the attack, holding the Confederates at bay until help arrived in the form of the 1st East Tennessee Cavalry. After the war, he returned to Minnesota, and then moved to Davenport in 1869. He became the chief mailing clerk in the Davenport Post Office in 1873, and worked in that position for twenty-six years. In 1897, he was awarded the Medal of Honor for being "one of a detachment of sixteen men who heroically defended a wagon train against the attack of 125 cavalry, repulsed the attack and saved the train."

Other Significant Individuals

The following list of “historic burials”, as maintained by Oakdale Memorial Gardens’ office staff and volunteers, includes individuals who are of local and/or regional significance. They are not listed as significant individuals under criterion A as most have extant properties related to their lives or productive periods.

- **William Larned Allen, Sr.** (1824 – 1975) was a railroad contractor who served as paymaster for the Army of the Cumberland throughout the Civil War.
- **Dr. William Larned Allen, Jr.** (1858 – 1930) was a physician who founded St. Luke’s Hospital (now Genesis Medical Center, East Campus) and brought the first electric rail cars to Davenport.
- **Dr. Egbert Storrs Barrows** (1799 – 1892) was a pioneer settler and physician who served in the Seminole War as a surgeon for the U.S. Army, before settling in Scott County in 1836, where he was the only physician West of the Mississippi River between Dubuque and Burlington. He trained many of the early physicians in Scott County, and was a founder of the Scott County Medical Society. During the Civil War, he served as medical examiner of new recruits at the several training camps in the county, and was also physician for the Rock Island Prison Barracks. His ca. 1850 home is listed on the National Register.
- **Leon “Bix” Beiderbecke** (1903 – 1931) was a jazz musician and composer, famous for his cornet playing as a member of jazz bands led by Frankie Trumbauer, Jean Goldkette, and Paul Whiteman. He was the subject of a loosely biographical 1950 film, “Young Man With A Horn”. The annual Bix Beiderbecke Memorial Jazz Festival was started in 1971, and the first Bix 7 Mile Road Race was held in 1975. There are two National Register-listed properties in Davenport associated with his life: his boyhood home and Saengerfest Halle.
- Brothers **Joseph W.** (1864 – 1933) and **William P. Bettendorf** (1857 – 1910) were the co-owners of the Bettendorf Company, which was a leading manufacturer of rail cars in the early 20th Century. The company’s “Bettendorf Truck” is still in use on rail cars of the present day. The city of Bettendorf in Scott County is named for the Bettendorf brothers. Joseph’s National Register-listed home is now the site of private preparatory school Rivermont Collegiate, and William’s is currently part of the Iowa Masonic Health Care Center.
- Sisters **Clara** (1854 – 1930) and **Emma Brandt** (1850 – 1927) were the half sisters of baking powder magnate William Ziegler, and well-known philanthropists in the early 20th Century. They were founders of the New Era settlement in Muscatine County, Iowa, and donated large tracts of land to the State of Iowa, which are now parts of Wild Cat Den State Park. The sisters are interred in the Brandt mausoleum at Oakdale.
- **John McDowell Burrows** (1814 – 1889) was a pioneer settler and businessman, as well as the original owner of the land that Oakdale Cemetery is located on. His home, Clifton, is listed on the National Register.
- **Parke Tunis Burrows** (1871 – 1953), the grandson of John McDowell Burrows, was an architect, and the designer or co-designer of at least thirteen National Register-listed buildings in Davenport.
- **George W. Cable** (1831 – 1911) was the founder and owner of the Cable Lumber Company, a major lumber company with business dealings throughout the Midwest.
- **Willet L. Carroll** (1827 – 1892) was one of Davenport’s earliest professional architects. His designs include three National Register-listed buildings in Davenport and a contributing building in the West Hill Historic District in Muscatine, Iowa.
- **Frederick George Clausen** (1848 – 1940) was a German-born architect and Davenport city alderman. His architectural firm is the oldest such firm in continual existence in the State of Iowa. Along with his partner Parke Burrows and son Rudolph Clausen, he designed or co-designed more than twenty-five National Register-listed buildings.

- **Rudolph Julius Clausen** (1878 – 1961), the son of Frederick G. Clausen, was an architect who designed or co-designed over twenty National Register-listed buildings. He also co-designed the contributing W. D. Petersen mausoleum.
- **Clarissa C. Bryan Cook** (1811 – 1879) was the wife of Davenport banker and mayor Ebenezer Cook. She was a philanthropist of some note, having donated the funds for the original parish house at Trinity Episcopal Cathedral, as well as the National Register-listed Clarissa C. Cook Home for the Friendless.
- **Ebenezer Cook** (1810 – 1871) was a pioneer settler and the brother of Congressman John Parsons Cook. He was a lawyer by trade, and also served as a bank and railroad president. The Cook & Sargent Bank was the first bank in Davenport. The Cooks' graves were moved to Oakdale from Davenport City Cemetery in the 1920s.
- **George L'Ost Davenport** (1817 – 1885) was the son of trader and City of Davenport namesake Colonel George Davenport. George L. was the first European child born in what is now the Quad Cities, being born shortly after his father's arrival at Fort Armstrong on Rock Island (now Arsenal Island). He became a leading businessman in the city which bore his family name.
- **John Lodwick Davies** (1813 – 1872) was a carpenter from Wales who spent one winter working on a plantation in Louisiana. His experiences there triggered a lifelong hatred of the institution of slavery. After settling in Davenport in 1841, he became active in the lumber trade, opening Davenport's first sawmill. He later partnered with George French (also buried at Oakdale) as French & Davies. He was one of the founders of Oakdale Cemetery and served many years on the board of directors of the cemetery company. He was also a charter member of the Iowa Republican Party, drawn to the party by his anti-slavery and pro-temperance views. His house, Cambria Place, is a contributing property in the St. Katherine's Historic District.
- **John Forrest Dillon** (1831 – 1914) trained as a physician under Dr. E. S. Barrows, but found great renown in the legal field. He was a lawyer by trade, partnering with Ebenezer Cook, before becoming a member of the Iowa Supreme Court for five years (two as Chief Justice). He was then appointed as the first judge in the Eighth Circuit, United States Court of Appeals. He retired from the bench and taught law at Columbia University and Yale. The National Register-listed Dillon Memorial Fountain in downtown Davenport was erected in his memory. The large Dillon monument in Oakdale Cemetery was erected in memory of his wife, Anna Price Dillon, and daughter, Annie Dillon Oliver, who were lost when the French ocean liner SS La Bourgogne sank after colliding with the British sailing ship Cromartysire in dense fog off Sable Island in the North Atlantic in 1898.
- **Captain Le Roy Dodge** (1811 – 1871) was a pioneer settler of Scott County, residing in the town of Buffalo along the Mississippi River. He worked as a river boat captain and served in the Iowa State Legislature.
- **Duncan Cambell Eldridge** (1801 – 1882) was a pioneer settler and the second postmaster for Davenport (after Antoine Le Claire). At the time of his death, he was the last surviving 1836 settler. His 1865 home is listed on the National Register
- **Jacob Mullen Eldridge** (1824 – 1902), the son of D. C. Eldridge, settled in Davenport in 1845 and quickly made his fortune in buying and selling land. He was a charter member of the Iowa Republican Party, and filed the plat for the town of Eldridge Junction in Sheridan Township, Scott County (now the City of Eldridge).
- **Charles August Ficke** (1850 – 1931) was a leading attorney and developer in Davenport. He served as mayor from 1890 – 91, and was the first mayor to veto an ordinance passed by the city council. His private art collection was the beginning of the Davenport Museum of Art (now the Figge Art Museum). There are two National Register-listed properties associated with his life in Davenport: the J. Monroe Parker-Ficke House and the Ficke Block.
- **Melvon Lampher Foster, Sr.** (1899 – 1970) was a real estate agent and developer. He founded the Mel Foster Real Estate Company, and was instrumental in locating the Alcoa factory in Riverdale, Iowa. He also oversaw the building of employee housing for the factory in nearby Bettendorf.

- **Alice French** (1850 – 1934) was a well-known popular magazine contributor in the 1890s. She was a member of the “Davenport Group” of writers and poets, including Arthur Davison Ficke and George Cram Cook (both of whom are buried elsewhere, but have many family members interred at Oakdale). Her book *Man of the Hour* reached number four on the best seller list in 1905. Her pen name was Octave Thanet. Her Davenport home is listed on the National Register, as was her home in Clover Bend, Arkansas, which was demolished and de-listed in 2002.
- **Edward Seymour Hammatt** (1856 – 1907) was an architect who performed a great deal of work for the Episcopal Diocese of Iowa. Several of his designs are listed on the National Register, including Kemper Hall in the College Square Historic District, 1880 additions to buildings in the St. Katherine’s Historic District, the Connor House in Rock Island, Illinois, and Trinity Episcopal Churches in Mapleton and Ottumwa, Iowa. He also designed Oakdale’s entry gates in 1895.
- **Gustave A. Hanssen** (1869 – 1944) was the designer of several National Register-listed properties in Davenport, including the John C. Schricker and E. A. Shaw Houses, as well as one or more buildings in the Oak Lane Historic District.
- **Walter Otto “Stub” Kruse** (1889 – 1965) was an architect. As a principal architect of Clausen & Kruse, Kruse & Klein, and Kruse & Parish, he co-designed several National Register-listed buildings in Davenport. He was also co-designer of the W. D. Petersen mausoleum in Oakdale.
- **Joseph Reed Lane** (1858 – 1931) was a lawyer and political leader. He served one term in the United States House of Representatives before declining to run for re-election.
- The Right Reverend **Henry Washington Lee** (1815 – 1874) was the first Bishop of the Episcopal Diocese of Iowa. He ministered to Union soldiers and Confederate prisoners in Davenport and Rock Island during the Civil War, and was an attendee at the first Lambeth Conference of the Anglican Communion at Lambeth Palace in London, England. He also served as Provisional Bishop of Kansas and Nebraska. He laid the cornerstone and oversaw the construction of the National Register-listed Trinity Episcopal Cathedral.
- **Thomas W. McClelland** (1831 – 1902) was a builder and businessman active in Davenport in the latter half of the 19th Century. While not formally trained as an architect, he designed and built many homes and public buildings with a blend of Greek Revival and Italianate style features, creating the unique McClelland Style so prevalent in Davenport. Several of his buildings are listed on the National Register. He also built the buildings of Camp McClellan in East Davenport and the Rock Island Prison Barracks on Arsenal Island in Rock Island, Illinois.
- **John Fremont McCullough** (1871 – 1963) was an entrepreneur who developed a formula for soft serve ice cream in 1938. In 1940, along with his son Bradley and business associate Sheb Noble, he opened the first Dairy Queen restaurant in Joliet, Illinois.
- **Paul Norton** (1909 – 1984) was a well-known watercolor artist, famous for his paintings of buildings and railroads. His paintings hang in the White House, United States Capitol Building, and the Iowa Governor’s Mansion.
- **Ernest Carl Oberholtzer** (1884 – 1977) was an explorer, photographer, and conservationist. He is remembered for his efforts to preserve the Boundary Waters area in Northern Minnesota along the Canadian border.
- **Dr. Washington Freeman Peck** (1841 – 1891) was a noted physician, and is credited as the founder of the University of Iowa College of Medicine (he was the first dean and professor of surgery) and Mercy Hospitals in Davenport (now Genesis Medical Center West Campus) and Iowa City.
- **Johann Heinrich Christian Petersen** (1821 – 1910) was a merchant in the late 19th Century. Along with his sons, he opened a dry goods store in 1872. In 1892, the firm expanded into a new department store building, the National Register-listed J.H.C. Petersens’ Sons’ Store.
- **Henry F. Petersen** (1855 – 1915), one of the three sons of J.H.C. Petersen, was a co-owner of the National Register-listed J.H.C. Petersens’ Sons’ Store. He is interred in the H. F. Petersen mausoleum at Oakdale.

- **Max Dortu Petersen** (1850 – 1915), one of the three sons of J.H.C. Petersen, was a co-owner of the National Register-listed J.H.C. Petersens' Sons' Store. His 1888 home is also listed on the National Register.
- **William Dulon Petersen** (1852 – 1928), one of the three sons of J.H.C. Petersen, was a co-owner of the National Register-listed J.H.C. Petersens' Sons' Store. He was an active member of the Davenport Levee Improvement Commission, and is known as "The Father of the Levee". Along with the store, he is also associated with the National Register-listed W. D. Petersen Memorial Music Pavilion, and is interred in the W. D. Petersen mausoleum at Oakdale. The National Register-listed B. J. Palmer House was the Petersen family home from 1905 to 1912.
- **Hiram Price** (1814 – 1910) was a banker and politician. He was a founding member of the Oakdale Cemetery Company in 1856, and founding member of the Iowa Republican Party. He served as Paymaster General for the State of Iowa at the beginning of the Civil War, and then served two separate terms in the United States House of Representatives. He served as United States Commissioner of Indian Affairs under President Garfield. He is associated with two National Register-listed properties in Davenport. His home is listed as the Hiram Price / Henry Vollmer House. He was an original trustee of the Iowa Soldiers' Orphans' Home, and was instrumental in acquiring the donation of Camp Kinsman (now the Iowa Soldiers' Orphans' Home Historic District).
- Reverend **Julius Alexander Reed** (1809 – 1890) was a Congregational minister. He was a founder, trustee, treasurer, and professor of Iowa College (now Grinnell College) at its original location in the National Register-listed College Square Historic District.
- **John Wesley Ross** (1830 – 1914) served as an engineer in the US Navy during the Civil War. In 1874, he settled in Davenport and went into practice as an architect. His National Register-listed designs include Davenport City Hall and Hose Station Number 1, the Nicholas J. Kuhn House, one or more buildings in the Iowa Soldiers' Orphans' Home Historic District, and the South Side School in Geneseo, Illinois. He also designed the Schricker Mausoleum at Oakdale. He is the father of noted architect Albert Randolph Ross.
- **James Renwick** (1804 – 1894) was a lumber magnate and mayor of Davenport. His home is a contributing building in the National Register-listed St. Katherine's Historic District.
- **John C. Schricker** (1863 – 1952) was a stone and marble contractor. His Schricker Marble & Granite Company designed and built the Koester mausoleum at Oakdale. The company also constructed the stone portions of the Soldiers and Sailors Monument on the grounds of the National Register-listed Iowa State Capitol in Des Moines and the National Register-listed Dillon Memorial Fountain in Davenport. As the firm was a leading monument dealer in the city, it is likely that many monuments and grave markers in Oakdale were created by Mr. Schricker. His primary residence on Clay Street and his vacation home on Chapel Hill Road are both listed on the National Register.
- **Seth J. Temple** (1867 – 1949) was an architect. With his associate, Parke Burrows, he co-designed four National Register-listed buildings. After Burrows' death in 1929, Temple designed the Community Mausoleum at Oakdale. **John Whitaker** (1844 – 1931) designed the National Register-listed Isaac Glaspell House, and with Fred Claussen co-designed the National Register-listed Ficke Block.
- **Raymond C. Whitaker** (1891 – 1972) designed the Oakdale Cemetery Company office building, a contributing resource in this property.

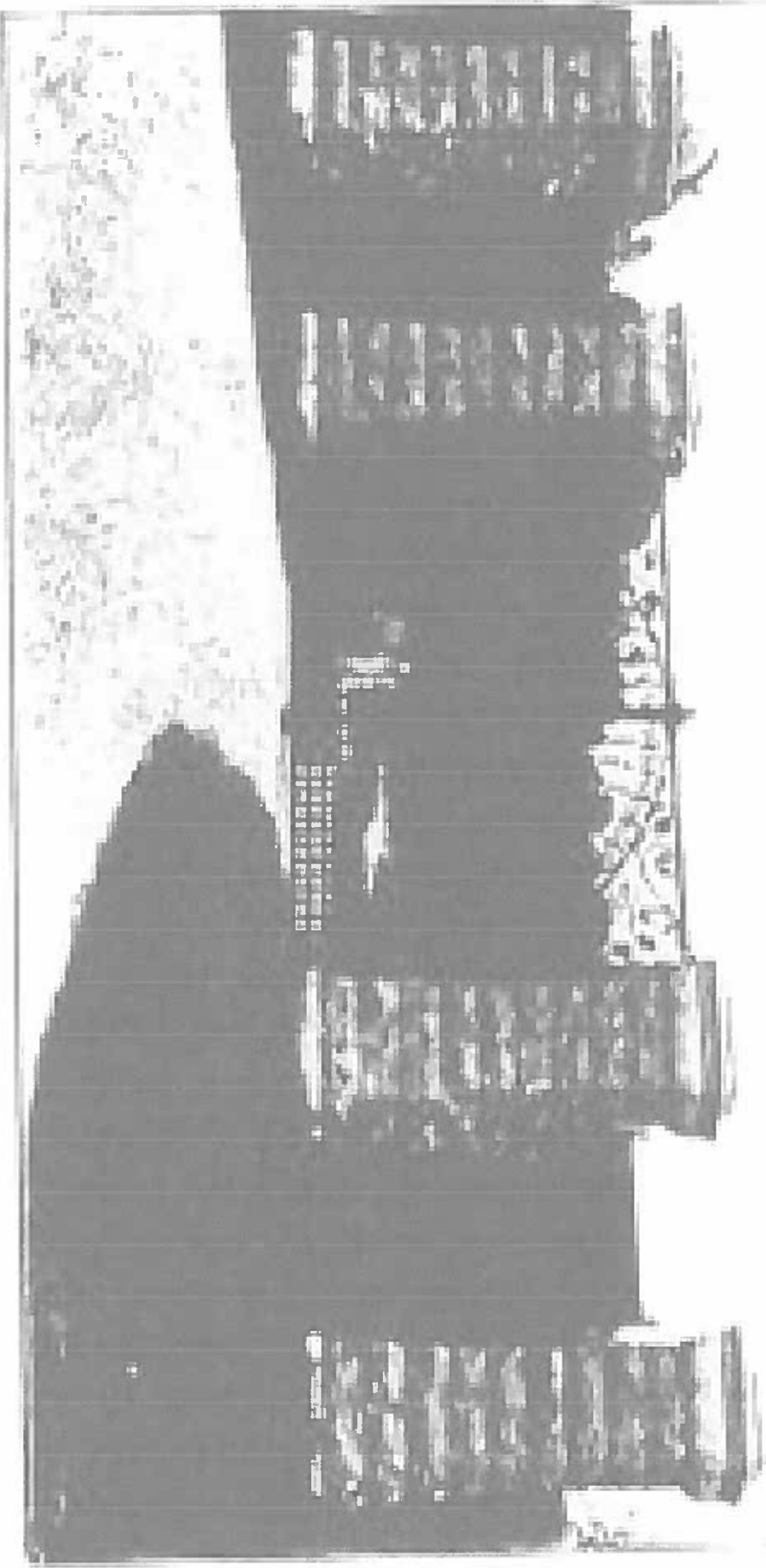
Bibliography

- Beiwel, Ferenc. *The History of Celestine Fejérváry and the Kárász (her Mother's) Family*. September 2, 2003. <http://www.davenportlibrary.com/genealogy-and-history/local-history-info/the-people/celestine-fejerv-ry/> (accessed February 22, 2014).
- Brewer, W. H. "Explorations in the Rocky Mountains and High Peaks of Colorado." *Journal of the American Geographical Society of New York*, 1872: 193-215.
- Burrows, John McDowell. *Fifty Years in Iowa; Being the Personal Reminiscences of J.M.D. Burrows, Concerning the Men and Events, Social Life, Industrial Interests, Physical Development, and Commercial Progress of Davenport and Scott County During the Period from 1838 to 1888*. Davenport, Iowa: Glass & Company, 1888.
- Cartography Associates. *David Rumsey Map Collection*. 2010. <http://www.davidrumsey.com> (accessed September 26, 2014).
- Chicora Foundation, Inc. "Cemetery forms." *Chicora Foundation, Inc. Web site*. 1999. <http://www.chicora.org/cemetery-forms.html> (accessed September 23, 2014).
- Clark, Olynthus. *The Politics of Iowa During the Civil War and Reconstruction*. Iowa City, Iowa: Clio Press, 1911.
- *Davenport Democrat and Leader*. "Uncle Si Dead; Was Once Slave: Was Slave in Mississippi at Outbreak of Civil War." August 26, 1915.
- *Davenport Democrat*. "Old Slave and Veteran Dead: Moses Bush who Fought in Civil War to Gain Freedom Passes Away." July 22, 1914.
- Davenport Public Library Special Collections Department. *Phebe Sudlow: Iowa's First Lady of Education*. <http://www.davenportlibrary.com/genealogy-and-history/local-history-info/the-people/phebe-sudlow/> (accessed March 23, 2014).
- Downer, Harry E. *History of Davenport and Scott County, Iowa, Volume I*. Chicago: S.J. Clarke Publishing Company, 1910.
- Eggenger, Keith. *Cemeteries (Norton / Library of Congress visual sourcebooks in architecture, design, and engineering)*. New York: Norton and Company Incorporated, 2010.
- Eicher, John, and David Eicher. *Civil War High Commands*. Stanford, California: Stanford University Press, 2001.
- Finch, Hortense. "Little-Known Facts About The Biggest 'City Of Dead'." *Sunday Times-Democrat*, September 19, 1965: 4D.
- Gaul, Alma. "Fejervary History - Generosity of Fejervary pays for college scholarships today." *Quad City Times*, April 5, 2011.
- Gue, Benjamin T. *History of Iowa from the Earliest Times to the Beginning of the Twentieth Century, Volume IV*. New York: The Century History Company, 1903.
- Heister Mausoleum Company. "Oakdale Abbey." *The Davenport Democrat and Leader*, April 9, 1929: 15.
- Howard, Milton. "Affidavit." *Pension File of Harvey Brooks, WC 825854, CWP*. December 17, 1916.
- Interstate Publishing Company. *History of Scott County, Iowa; Together with Sketches of Its Cities, Villages and Townships : Educational, Religious, Civil, Military, and Political History : Portraits of Prominent Persons, and Biographies of Representative Citizens*. Chicago: Interstate Publishing Company, 1882.
- Keister, Douglas. *Stories in Stone*. Layton, Utah: Gibbs Smith, 2009.
- May, Christoph. *Der Demokrat - The Most German City*. 2010. <http://webbasics.iowajmc.com/cmmay/newspapers/demokrat.html> (accessed March 12, 2014).
- National Park Service, United States Department of the Interior. "Oakdale Cemetery Soldiers' Lot, Davenport, Iowa." *Discover Our Shared Heritage Travel Itinerary / Civil War Era National Cemeteries: Honoring Those Who Served*. 2011. http://www.nps.gov/nr/travel/national_cemeteries/Iowa/Oakdale_Cemetery_Soldiers_Lot.html (accessed October 15, 2014).

Historic Preservation Commission
City of Davenport, Iowa
Nomination for the Davenport Register of Historic Properties

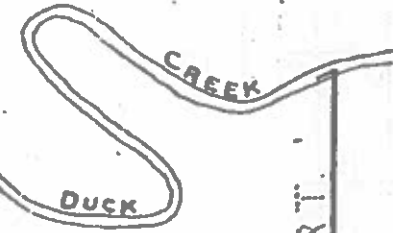
- Oakdale Cemetery Company. "Corporate Meeting Notes." Davenport, Iowa, 1856.
- -. "Beautiful Oakdale Cemetery..." *Morning Democrat*, October 15, 1955: 28.
- -. "Plat of Oakdale Cemetery." Davenport, Iowa, 1947.
- -. "Record of Interments." Davenport, Iowa, 1857.
- Oakdale Cemetery Company, William H. F. Gurley, Secretary. *Articles of Incorporation*. Davenport, Iowa: Scott County, Iowa, Recorder's Office, May 14, 1856.
- Oakdale Memorial Gardens, Inc. "Company files."
- Ohl, Darryl L. *Directory of the city of Davenport for 1856 prepared by Darryl L. Ohl (republication)*. Davenport, Iowa: Scott County Iowa Genealogical Society, 1980.
- Pennigroth, Kathy. "Sudlow, Phebe W." *The Biographical Dictionary of Iowa*. web. Iowa City, Iowa: University of Iowa Press, 2009.
- Pioneer Settler's Association of Scott County, Iowa. "Organization and Proceedings." Davenport, Iowa: Steam Power Press of the Daily Gazette, 1858.
- Richardson, West & Company. *Daily Democrat and News*, November 13, 1861: 1.
- Scott, Pamela, and Antoinette J. Lee. *Buildings of the District of Columbia*. New York: Oxford University Press, Inc., 1993.
- State Historical Society of Iowa. "IowaHistory.org." *Iowa Medal of Honor Heroes: John Vale*. 2006. http://www.iowahistory.org/museum/exhibits/medal-of-honor/vale_john_cw/index.htm (accessed 2 12, 2014).
- *The Davenport Daily Times*. "Milton Howard, Veteran of Civil War and Arsenal Service, Dies; Was Slave." March 28, 1928.
- *The Davenport Daily Times*. "Towing Of Rafts: The Present System Originated by the Late Capt. Doughty." January 8, 1897: 2.
- *The Davenport Democrat and Leader*. "Colored Political Leader Succumbs - Lindsay Pitts, Well Known in Davenport, Is Dead at Home." December 31, 1913.
- *The Davenport Democrat*. "Interesting Life Story of Henry E. McGaw: Truth Again Shown to be Stranger than Fiction." February 26, 1911.
- *The Davenport Times*. "The Silant Reaper: Mrs. Mathilda Busey, a Well-Known Negro Lady, Passes Away." *The Davenport Times*, July 5, 1898.
- The Leader Company. "A Mausoleum - The Finest In The State Of Iowa." *The Davenport Daily Leader*, December 11, 1900: 8.
- -. "Schricker Mausoleum." *The Davenport Daily Leader*, September 28, 1899: 4.
- -. "Fine Mausoleum Which Will Soon Be Completed Here By W. D. Petersen - A Work of Art." *The Davenport Democrat and Leader*, January 1, 1922: 24.
- -. "Great Granite Mausoleum For Bettendorfs Begun as 19-Ton Monoliths Arrive." *The Davenport Democrat and Leader*, December 26, 1923: 9.
- *The Morning Democrat*. "Obituary - Doughty." December 23, 1896: 4.
- Tunnicliff, Philip. "Landscape Design Infant Memorial Area Oakdale Cemetery." Davenport, Iowa, 1947.
- U.S. Department of Veterans Affairs. *Oakdale Cemetery Soldiers' Lot*. July 3, 2014. <http://www.cem.va.gov/cems/lots/oakdale.asp> (accessed September 25, 2014).
- U.S. War Department. "Compiled Service Records of Moses Bush, Co. I, 60th U.S. Colored Infantry." 1865.
- United States Congress Office of the Historian. "THORINGTON, James, (1816 - 1887)." *Biographical Directory of the United States Congress*. <http://bioguide.congress.gov/scripts/biodisplay.pl?index=T000235> (accessed January 25, 2014).
- United States Navy. *The Fleet Type Submarine Periscope Manual*. Lulu.com, 2008.
- Weber, William A. *The King of Colorado Botany: Charles Christopher Parry, 1823-90*. Boulder, Colorado: University Press of Colorado, 1997.
- Wehrenberg, Charles. *Mississippi Blue: Henry P. Bosse and his Views on the Mississippi River, 1883-1891*. Santa Fe, New Mexico: Twin Palms, 2002.





THE NATIONAL ARCHIVES

**PLAT SHOWING REAL ESTATE HOLDINGS
OF OAKDALE CEMETERY COMPANY
JAN. 1, 1917.**



18-78-4

**SW 1/4 NW 1/4 SEC 19-78-4
DEDICATION ON ORIGINAL PLAT**

ELIZABETH GRANT
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 55 - P 113
DEC. 5, 1892.

CHARLES E. PICKERING
TO
OAKDALE CEMETERY CO.
LAND DEEDS BK 80 P 113
AUG. 1, 1883.

GEORGE H. HAUSE
TO
OAKDALE CEMETERY CO.
LAND DEEDS BK 87 P 89.
NOV. 1, 1912.

OLIVE A. ALBAUGH
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 85 P 82.
JULY 2, 1912.

STATE OF IOWA.
TO
OAKDALE CEMETERY CO.
LAND DEEDS BK 68 P 560
JUNE 28, 1914.

OLIVE A. ALBAUGH
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 85 P 83
JUNE 2, 1912.

LOT 10
LOT 11
E. & H. EINFELDT
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 67 - 167
NOV. 9, 1916.

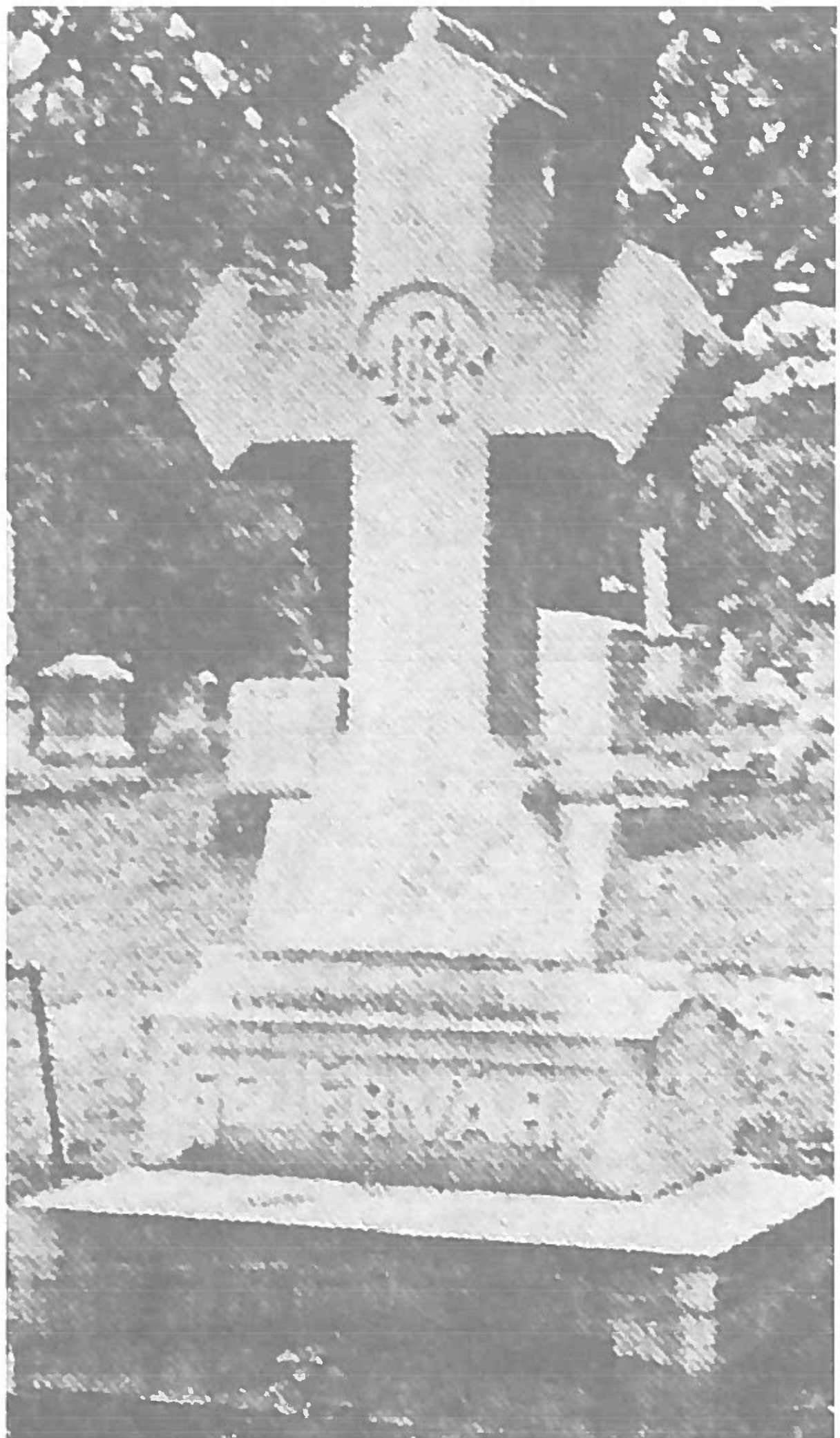
LOT 11
LOT 12
CHAS. H. BOOTH
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 73 P 301
FEB. 17, 1905.

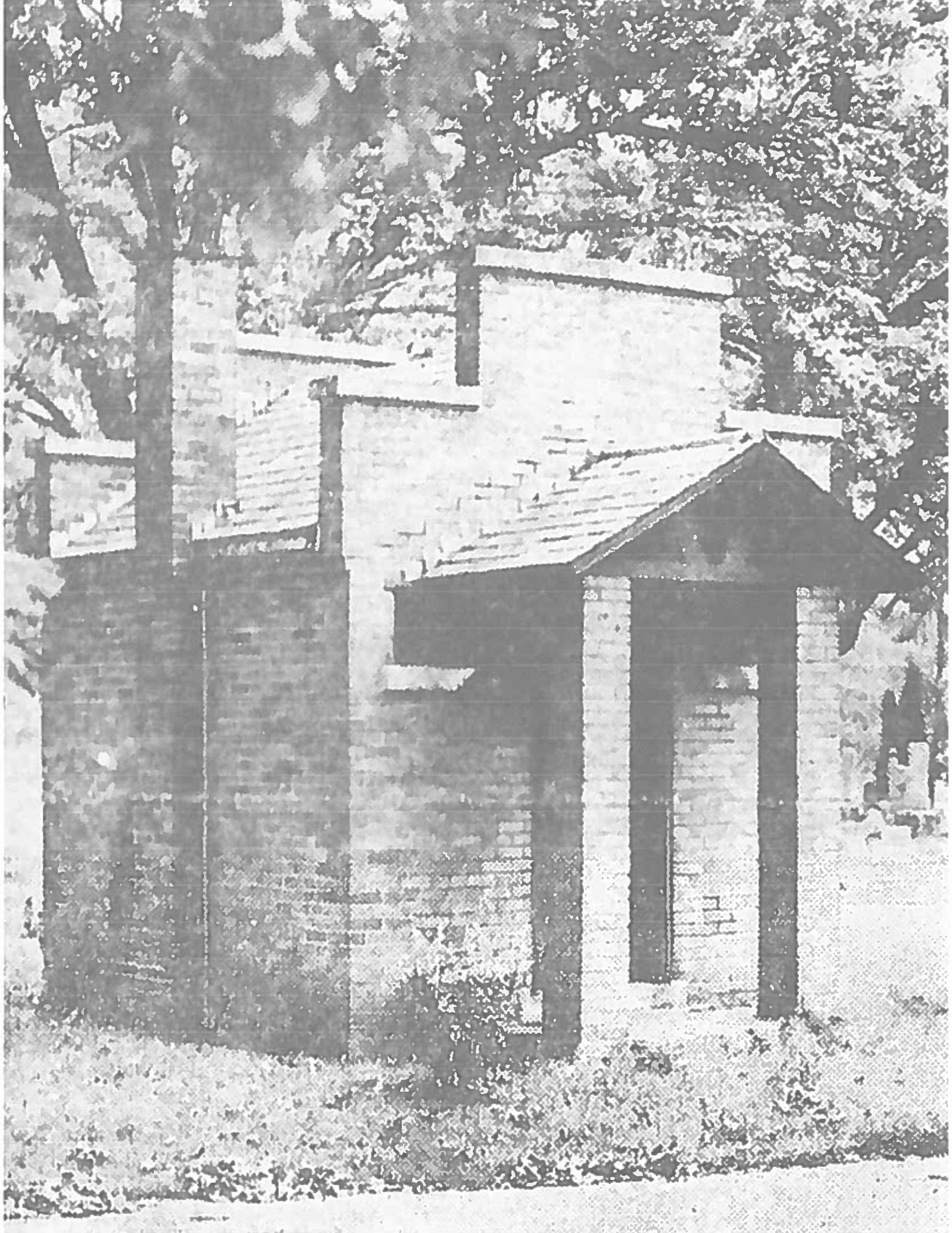
N 1/2 LOT 12
S 1/2 LOT 12
-- TALL SALE BK C-P 95 --
N 1/2 LOT 13
S 1/2 LOT 13

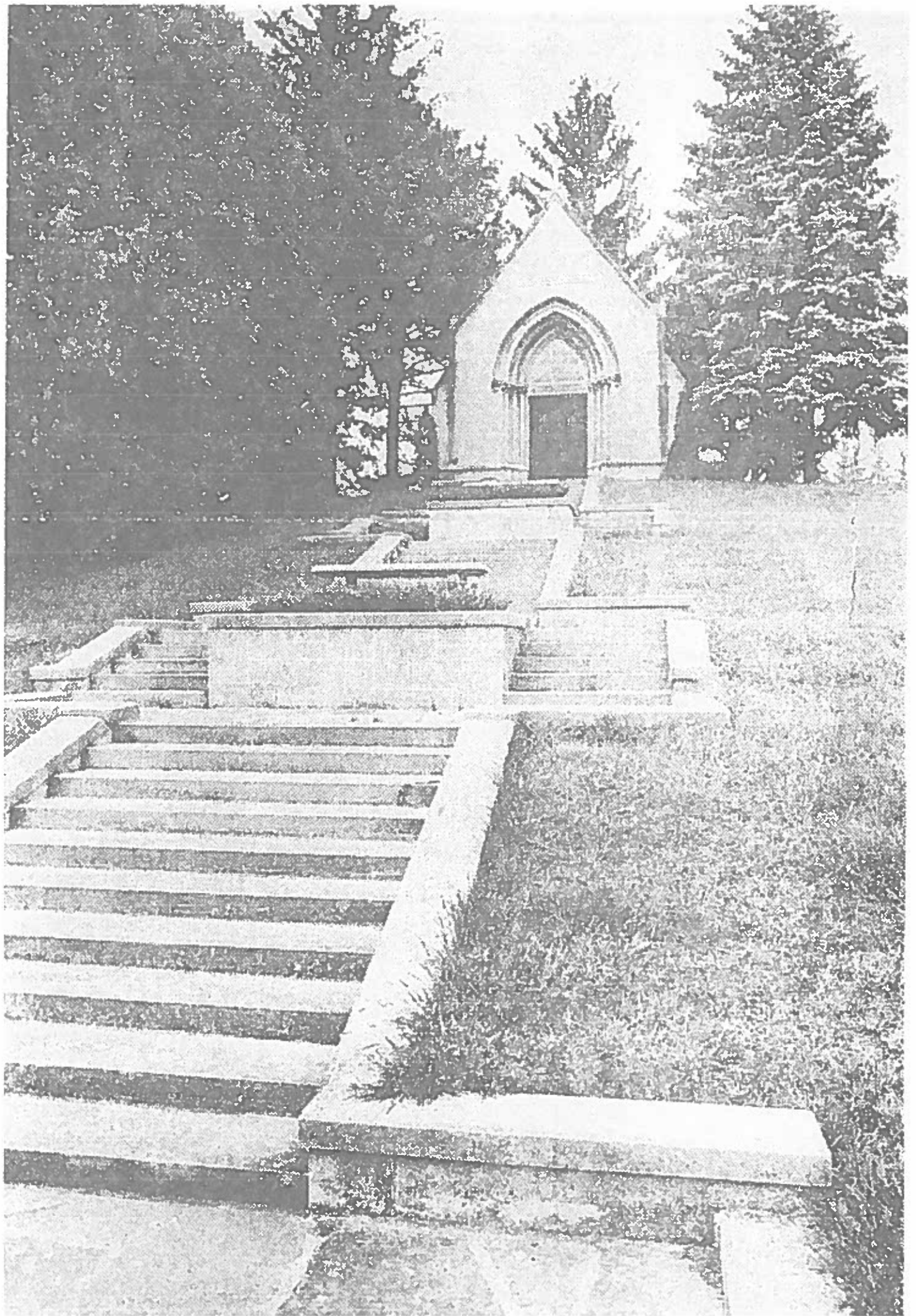
LOT 13
LOT 14
ENOCH T. GAOD & WIFE
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 62 P 560
AUG. 14, 1905.

LOT 14
LOT 15
EMILY HOUSER
TO
OAKDALE CEMETERY CO.
LOT DEEDS BK 72 P 395.
MAY 1, 1905.

ADDITION TO EAST DAVENPORT.



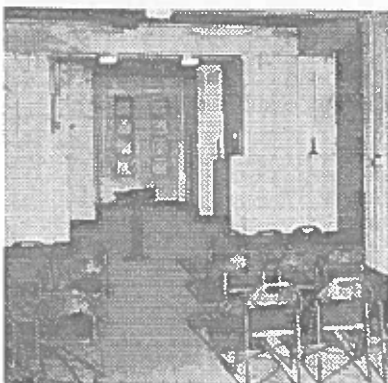






*Only Oakdale can offer
all of these advantages*

- ✓ One of the most beautiful cemeteries in the Midwest
- ✓ Endowed with natural beauty
- ✓ Perpetual care assured
- ✓ Good taste
- ✓ City bus service
- ✓ Priced for all



CHAPEL

OAKDALE ABBEY

An innovation has been added to Oakdale Cemetery by providing dignity and privacy regardless of weather conditions. This is the establishment of a chapel which shall be known as the Oakdale Abbey.

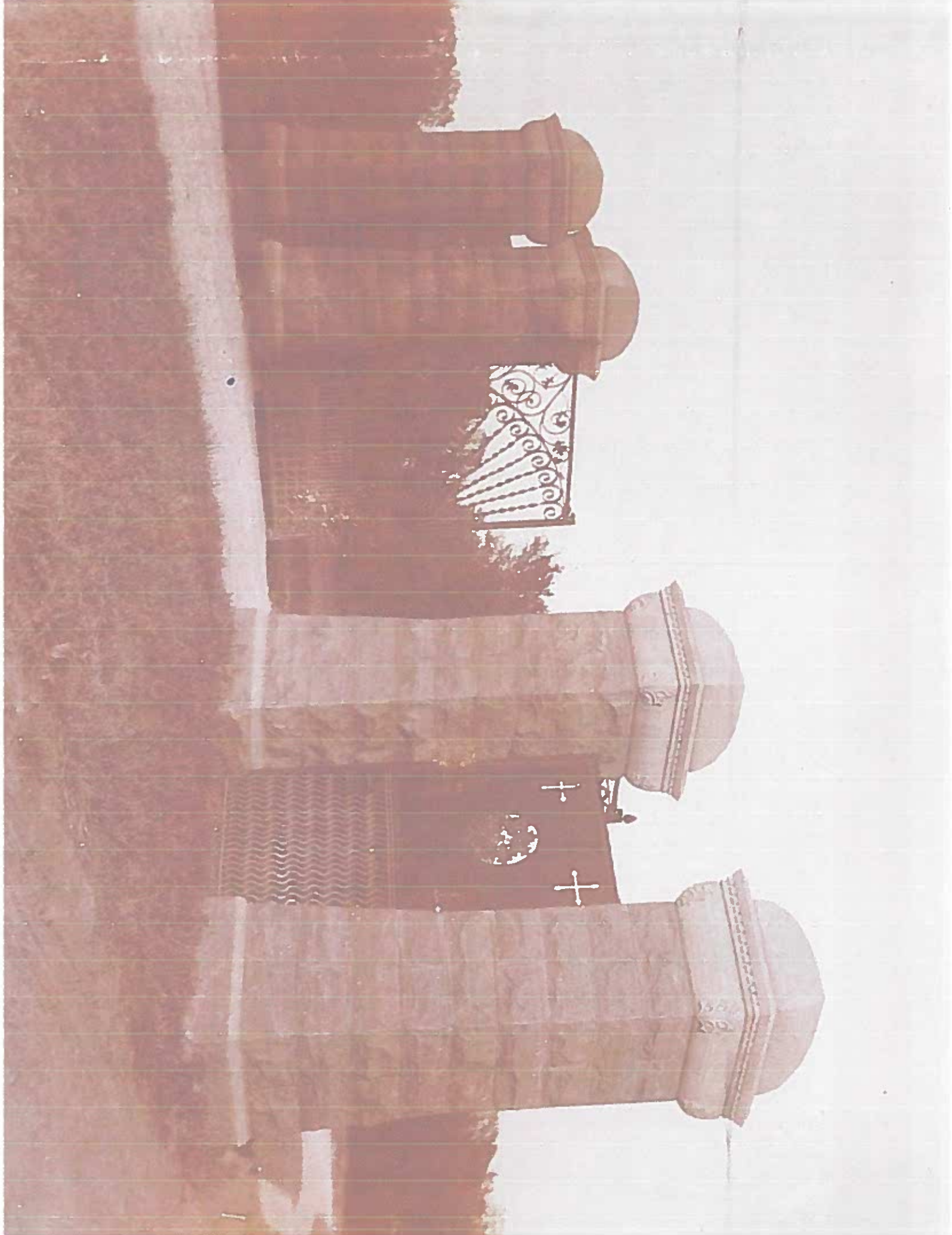
This is but one of the many advantages offered to Oakdale lot owners at no additional expense.

Oakdale Cemetery is a non-profit company that is dedicated to the people of this community. We invite you to call by phone, or visit us at our office located at the entrance of this dignified sanctuary. An illustrated booklet is available upon request.

Telephone 324-5121
Established 1856

Oakdale CEMETERY

2501 EASTERN AVE. DAVENPORT, IOWA



DAVENPORT - IOWA

PETLAND

BELLE AVE

Yellow House

E. CENTRAL PARK

Highland Ct

Mound. SE

E. Rusholme St

Spring Ct

Wooden Fence

Wooden Fence

Highland Park

Letter

Planning at Conferences

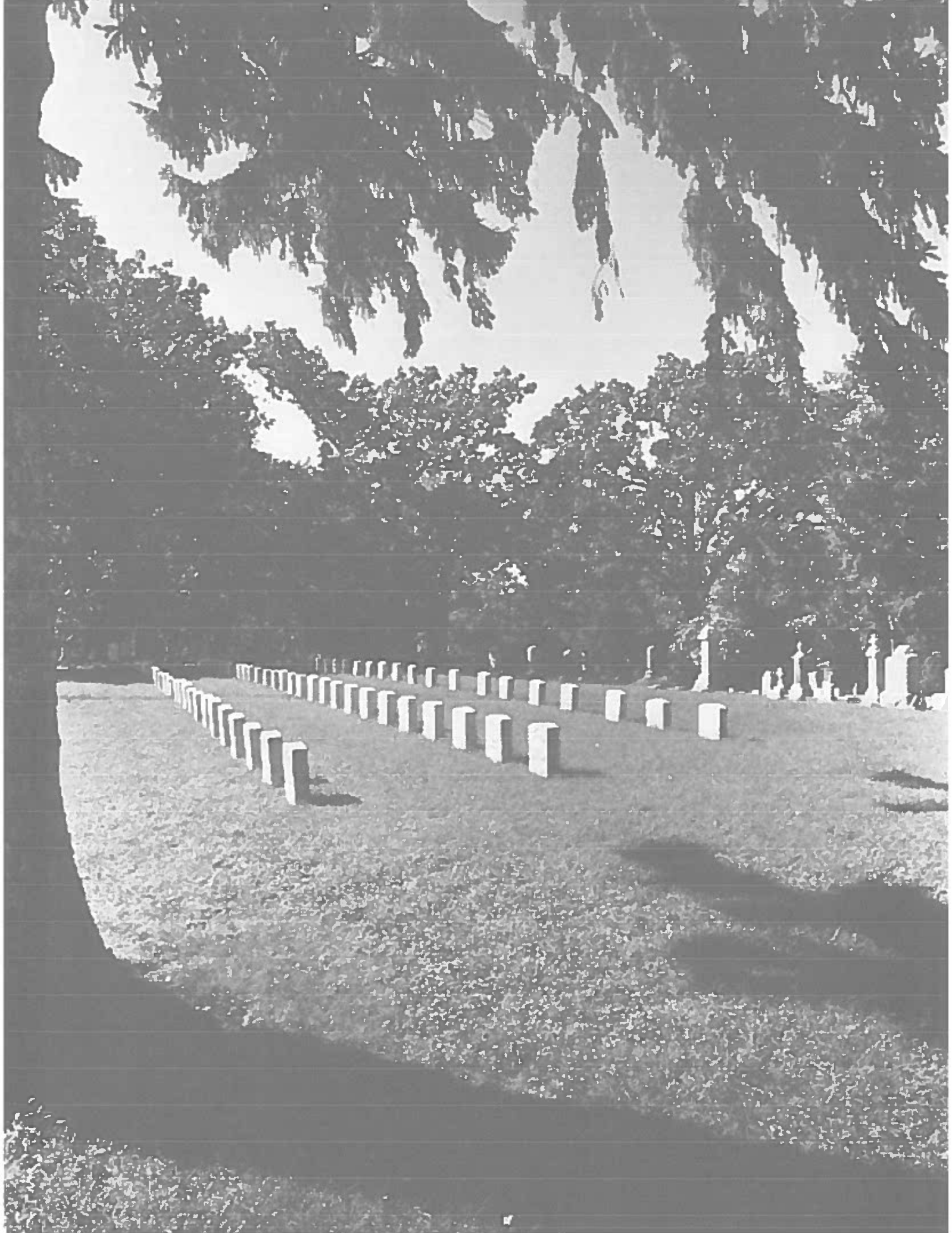
YOU ARE HERE



Garden of Life

BABY

Media Center









ALL WHO SLEEP HERE

STILL EXIST
NOW AND FOREVER
AS MATERIAL
CONSTITUENTS
OF THE UNIVERSE

HOPE MAY
NOT BELIEVE
COULD NOT
DESCEND EXPERIENCE

ELLEN MONROE
Born Jan. 10, 1844
Died September 10, 1914

ELLEN

E. S. HANNON'S M.D.





TO BE PUBLISHED IN THE OCTOBER 28, 2015 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO# 1606541 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

TO WHOM IT MAY CONCERN:

There is on file in the Community Planning and Economic Development Department of the City of Davenport, the following petitions:

Case No. ROW15-09 being a petition of Palmer College of Chiropractic for the vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot north-south alley bounded on the south West 7th Street and north of West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley

The property has the following legal description:

Part of the Southeast Quarter of Section 26 - Township 78 North – Range 3 East of the 5th P.M. being more particularly described as follows:

Commencing at a point on the South line of Out Lot 16 of LeClaire's Section Addition to the City of Davenport, Iowa, and at the intersection of the north line of West 7th Street and west line of Brady Street, as said streets are now laid out; thence west 140 feet along the north line of West 7th Street to the point of beginning, which is also the east line of a 20 foot wide alley; thence north 444 feet along the east line of said 20 foot wide alley to the south line of West 8th Street; thence west 20 feet along the south line of West 8th Street to a point, which is also the west line of said 20 foot wide alley; thence south 445.35 feet along the west line of said 20 foot wide alley to the north line of West 7th Street; thence east 20 feet along the north line of West 7th Street to the point of beginning.

Said tract contains 8,880 square feet more or less.

The City Plan and Zoning Commission accepted the listed finding and forwards Case No. ROW15-09 to the City Council with a recommendation for approval subject to the following condition:

1. A general utility easement be established and maintained over and across the entire property.

Case No: LL15-02 being the petition of Dustin Oliver on behalf of Oakdale Cemetery for the Local Landmark Nomination of the Oakdale Cemetery at 2501 Eastern Avenue.

The property has the following legal description:

Part of the Northwest and Southwest Quarters of Section 19 – Township 78 North – Range 4 East of the 5th P.M. being more particularly described as follows:
Commencing at the Southwest corner of the Northwest Quarter of Section 19, Township 78 North, Range 4 East of 5th P.M., which is also the Southwest corner of real estate conveyed to The Oakdale Cemetery Company by Warranty Deed recorded in Book "S" of Land Deeds at page 170 in the office of the Recorder of Scott County, Iowa; thence North to the South line of real estate conveyed to Lawrence C. Swanson by Warranty Deed recorded as Document #12948-84 in the office of the Recorder of Scott County, Iowa; thence Easterly to the Southeast corner of said Lawrence C. Swanson's real estate; thence North 18° 6' 50" East 257.10 feet; thence West along the Northerly line of said Lawrence C. Swanson's real estate to the intersection of said real estate with the Southeast corner of real estate conveyed to Grimes Investments, Ltd. by Quit Claim Deed recorded as Document #8846-76 in the office of the Recorder of Scott County, Iowa; thence North 56° 50" East 404.13 feet to a point; thence North 43° 29' East 96.4 feet; thence North 0° 34' West 84.00 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 19; thence Easterly along said North line to the intersection of said line with the Westerly line of real estate conveyed to the City of Davenport, Iowa by Court Officer Deed recorded as Document #23175-77 in the office of the Recorder of Scott County, Iowa; thence South to the Southwest corner of Lot 10 of Eldridge's Addition to East Davenport, which point is also the Southwest corner of said real estate conveyed to the City of Davenport, Iowa; thence East along the line between Lots 10 and 11 of Eldridge's Addition to East Davenport to the Southeast corner of said Lot 10; thence South along the East line of Lots 11, 12, 13, 14 and 15 in Eldridge's Addition to East Davenport to the Northerly line of real estate conveyed to Charles E. Slack by Court Officer Deed recorded as Document #27061-77; thence West along the North line of said real estate to the Northwesterly corner of said real estate; thence South 22° 32' West 78.23 feet; thence South 130 feet to the Southerly line of Lot 15 in Eldridge's Addition to East Davenport; thence West along the Southerly line of Eldridge's Addition to East Davenport 595 feet to the Southwest corner of said Lot 15; thence South to the following described line: Said line is described as the line extended Easterly from the Northerly line of real estate conveyed to Midland Enterprises, Ltd. By Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa; thence Westerly 200 feet more or less to the Northwesterly corner of said real estate conveyed to Midland Enterprises, Ltd. by Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa; thence South along the Westerly line of Lots 42, 41, 40, 39 and part of 38 in Deerfield Heights First Addition to the City of Davenport, Iowa 254 feet more or less; thence West 439.56 feet more or less along the Northerly line of Lots 37, 36, 35, etc. of the said Deerfield Heights First Addition to the City of Davenport, Iowa to the Easterly line of real estate conveyed to Ernest Grothe, et al by Warranty Deed recorded as Document # 12256-81 in the office of the Recorder of Scott County, Iowa; thence North to the Northwest corner of said real estate conveyed to Ernest Grothe, et al; thence West to the West line of Section 19; thence North to the point of beginning. Except those tracts of real estate used for road purposes.

Said tract contains 76.25 acres more or less.

The Historic Preservation Commission forwards Case No. LL15-02 to the City Council with a recommendation for approval.

Case No. ORD15-01: Request of the City of Davenport to amend Title 17 of the Davenport Municipal Code, entitled, "Zoning". Changes contemplated include, but are not limited to the regulations for the makeup of the Design Review Board and Dynamic Display Signs.

Specifically, the proposed changes are as follows:

Title 17.29.070(B) is proposed to be amended and read as follows:

17.29.070(B) Composition and qualifications. The board shall consist of eleven members. All members shall exhibit strong, positive experience or interest in urban design and development. At least one member shall be affiliated as a property or business owner within each of the following: 1) "DDOD" Downtown Design Overlay District, 2) "HSD" Historic Shopping District and/or 3) "HCVOD" Hilltop Campus Village Overlay District. All members shall live in the city of Davenport or own property or a business in Davenport.

17.45.051 is proposed to be amended and read as follows:

17.45.051: Dynamic display regulations.

A. Dynamic displays are allowed in the following districts: all 'C' or Commercial districts, all 'M' or Industrial districts, and all Planned districts commercial, institutional, and industrial). All dynamic displays must be oriented away from 'A-1' Agricultural districts and any 'R' residential districts. All schools, religious institutions, and civic institutions all allowed to have one of its allowed signs be a dynamic display regardless of which zoning district it is located in, provided the dynamic displays are turned off between the hours of 10:00 PM and 7:00 AM; such uses are exempt from the ordination restrictions. On properties, or within districts where design review by a city board, committee or commission is required for sign approval, said design review process shall remain in effect.

B. Only one dynamic display is permitted per lot. The dynamic display may be two-sided, only one side shall be counted toward area calculations. One contiguous dynamic display shall constitute a sign face.

C. A static dynamic display shall not change more than once every two seconds.

D. Dynamic display animation shall not be operated in a way that flashes, blinks, flutters, mimics traffic control devices or emergency vehicles, or purposely is designed to distract the public without providing content to the message. Live-action video is not allowed except the depiction of flags bearing the official design of national, state, municipality, educational institution or non-profit organization. A dynamic display that scrolls is permitted provided it does not operate as described in this subsection.

E. Where applicable, dynamic displays shall meet the requirements of Chapter 17.41, HCOD, highway corridor overlay district.

F. Dynamic displays existing on November 10, 2009 (the effective date of this section), must comply with the operational standards listed above to the extent possible. An existing dynamic display that does not meet the structural or orientation requirements listed in 17.45.051A may continue as a nonconforming use pursuant to Chapter 17.46. (Ord. 2009-471 § 5).

G. Dynamic displays shall not be allowed as roof signs.

H. All digital displays are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.

I. No lighting shall be used in any way in connection with any sign unless it is of such low intensity or brilliance as to not cause glare or to impair the vision of the driver of any motor vehicle, or to otherwise interfere with any driver's operation of a motor vehicle. In no case shall any sign exceed a maximum illumination of five thousand (5,000) candelas per square meter during daylight hours and a maximum of five hundred (500) candelas per square meter between dusk to dawn as measured from the sign's face at maximum brightness.

J. The above illumination levels are not a guaranteed allowable level of brightness, only a maximum potential level of brightness. When a complaint of a violation of this subsection I. has been confirmed by the zoning administrator, said sign shall have its illumination permanently reduced to satisfy compliance with this subsection I. as directed by the zoning administrator regardless of the above state maximum allowable levels. An appeal of the zoning administrator's decision regarding this subsection I. may be presented to the Davenport board of adjustment in accordance with section 17.5

The City Plan and Zoning Commission recommends the aforementioned text amendment be forwarded to the City Council with a recommendation for approval.

A public hearing on these ordinances will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, November 4, 2014 at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances.

PO# 1606541.

Department of Community Planning & Economic Development

Phone: (563) 326-7765

Email: planning@ci.davenport.ia.us

City of Davenport

Agenda Group:
Department: Community Development
Contact Info: Matt Flynn 326-7743
Wards: 3

Action / Date
11/4/2015

Subject:

Second Consideration: Ordinance for Case ROW15-09 for the right-of-way vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot wide north-south alley bounded on the south by West 7th Street and on the north by West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley (Palmer College of Chiropractic, petitioner). [Ward 3]

COMMITTEE RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON SECOND CONSIDERATION

1. Motion for suspension of the rules.
2. Motion for passage of third consideration.

Recommendation:

The City Plan and Zoning Commission finds that:

1. Adjacent property owners would not be negatively impacted by the alley vacation; and
2. City services, in particular garbage collection, would not be negatively impacted.

The City Plan and Zoning Commission accepted the listed findings and forwards Case No. ROW15-09 to the City Council with a recommendation for approval subject to the following condition:

1. A general utility easement be established and maintained over and across the entire property.

Please refer to the Commission's October 21, 2015 letter

The Commission vote for approval was 9-yes and 0-no.

Relationship to Goals:

Strengthen neighborhoods and community connections.

Background:

This is a request to vacate the alley between Brady Street and Main Street and West 7th Street and West 8th Street. The application articulates that that Palmer College of Chiropractic wants to take over maintenance of the alley as it serves as a route for maintenance vehicles, refuse pickup and pedestrian traffic. Palmer College owns or has a contract to purchase all properties on either side of the alley with the exception of the former St. Luke's Hospital at 121 West 8th Street and the Kappa Chi Pi Fraternity at 723 Main Street. Although 121 West 8th Street has access to the alley, it has direct access to West 8th Street.

Please refer to the Commission's letter and background materials for further information.

ATTACHMENTS:

Type	Description
▣ Cover Memo	ROW 15-09 Ordinance
▣ Backup Material	ROW 15-09 Plan and Zoning Commission Letter
▣ Backup Material	ROW 15-09 Plan and Zoning Commission Vote Results
▣ Backup Material	ROW 15-09 Plan and Zoning Commission Staff Report
▣ Backup Material	ROW 15-09 Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

ORDINANCE NO.

AN ORDINANCE for Case ROW15-09 for the right-of-way vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot wide north-south alley bounded on the south by West 7th Street and on the north by West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley (Palmer College of Chiropractic, petitioner) [Ward 3rd].

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 vacated (abandoned). The property has the following legal description:

Part of the Southeast Quarter of Section 26 - Township 78 North – Range 3 East of the 5th P.M. being more particularly described as follows:

Commencing at a point on the South line of Out Lot 16 of LeClaire's Section Addition to the City of Davenport, Iowa, and at the intersection of the north line of West 7th Street and west line of Brady Street, as said streets are now laid out; thence west 140 feet along the north line of West 7th Street to the point of beginning, which is also the east line of a 20 foot wide alley; thence north 444 feet along the east line of said 20 foot wide alley to a point, which is also the south line of West 8th Street; thence west 20 feet along the south line of West 8th Street to a point, which is also the west line of said 20 foot wide alley; thence south 445.35 feet along the west line of said 20 foot wide alley to a point, which is the north line of West 7th Street; thence east 20 feet along the north line of West 7th Street to the point of beginning.

Said tract contains 8,880 square feet more or less.

The City Plan and Zoning Commission accepted the listed findings and forwarded Case ROW15-09 to the City Council with a recommendation for approval subject to the following condition:

1. A general utility easement be established and maintained over and across the entire property.

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 _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____

October 21, 2015

Honorable Mayor and City Council
City Hall
226 West 4th Street
Davenport, Iowa 52801

At its regular meeting of October 20, 2015, the City Plan and Zoning Commission considered Case No. ROW15-09 being the vacation of the alley north of West 7th Street and south of West 8th Street and west of Brady Street and east of Main Street.

Findings:

1. Adjacent property owners would not be negatively impacted by the alley vacation; and
2. City services, in particular garbage collection, would not be negatively impacted.

The City Plan and Zoning Commission accepted the listed finding and forwards Case ROW15-09 to the City Council with a recommendation for approval subject to the following condition:

1. A general utility easement be established and maintained over and across the entire property.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ORD15-01	ROW15-09 Palmer Alley						
Connell	P	Y	Y						
D'Autremont	P	Y	Y						
Elgatian	EX								
Hepner	P	Y	Y						
Inghram	P								
Kelling	P	Y	Y						
Lammers	P	Y	Y						
Maness	P	Y	Y						
Martin	P	Y	Y						
Martinez	P	Y	Y						
Tallman	P	Y	Y						
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN						



City of Davenport
Community Planning & Economic Development Department
FINAL STAFF REPORT

PLAN AND ZONING COMMISSION

Meeting Date: October 20, 2015
Request: Right of Way Vacation (Abandonment)
Location: Alley between Brady Street and Main Street and West 7th Street and West 8th Street
Case No.: ROW15-09
Applicant: Palmer College of Chiropractic

Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No. ROW15-09 to the City Council with a recommendation for approval subject to the condition listed below.

Introduction:

This is a request to vacate the alley between Brady Street and Main Street and West 7th Street and West 8th Street.

AREA CHARACTERISTICS:

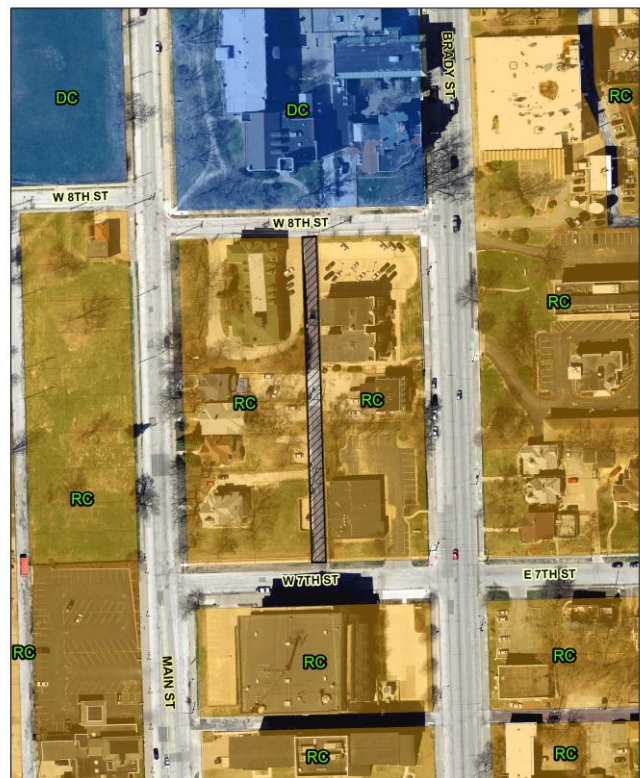
Zoning Map



 Proposed Right of Way Vacation (Abandonment)



Land Use Map



 Proposed Right of Way Vacation (Abandonment)



Background:**Comprehensive Plan:**

Within Urban Service Area: Yes

Proposed Land Use Designation: Residential Corridor. Residential Corridor is a mixed-use designation, intended for 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, corners stores, etc. Neighborhood are typically designated as a whole. *Davenport 2025* encourages the creation of neighborhood planning documents to guide development appropriate for each neighborhood.

Relevant Goals to be considered in this Case: Goal No. 3-*Create a transportation system that provides improved physical connections/access within the community for citizen and visitors.* Objective b.-*Renovate existing transportation systems and design standards to create a more efficient, well-designed, physically attractive multi-modal network.*

The proposed use would comply with the Davenport 2025 proposed land use section.

Zoning:

The surrounding properties are zoned to "C-2" General Commercial District to the east, south and north and "R-6M" High Density Dwelling District to the west and north.

Technical Review:

Streets. The alley between Brady Street and Main Street and West 7th Street and West 8th Street

Storm Water. There are no City maintained storm water facilities within the alley.

Sanitary Sewer. There are no City maintained sanitary sewer facilities within the alley.

Other Utilities. There is are private utilities (electric, telephone, cable, etc.) within the alley.

Emergency Services. The Davenport Fire Department would continue to utilize the alley for emergency services.

Parks/Open Space. The proposed right of way vacation would not impact any existing or planned parks or public open spaces.

Public Input:

Notices were sent to property owners within 200 feet of the subject property notifying of them of the October 6, 2015 Plan and Zoning Commission Public Hearing. To date, there have not been any phone calls for letters concerning the request.

Discussion:

This is a request to vacate the alley between Brady Street and Main Street and West 7th Street and West 8th Street. The application articulates that that Palmer College of Chiropractic wants to take over maintenance of the alley as it serves as a route for maintenance vehicles, refuse pickup and pedestrian traffic. Palmer College owns or has a contract to purchase all properties on either side of the alley with the exception of the former St. Luke's Hospital at 121 West 8th Street and the Kappa Chi Pi Fraternity at 723 Main Street.

Although 121 West 8th Street has access to the alley, it has direct access to West 8th Street.

**Staff Recommendation:****Findings:**

1. Adjacent property owners would not be negatively impacted by the alley vacation; and
2. City services, in particular garbage collection, would not be negatively impacted.

Staff recommends the Plan and Zoning Commission forward Case No. ROW15-09 to the City Council with a recommendation for approval subject to the following condition:

1. A general utility easement be established and maintained over and across the entire property.

Prepared by:

A handwritten signature in blue ink, appearing to read "Ryan Rusnak", with a stylized flourish at the end.

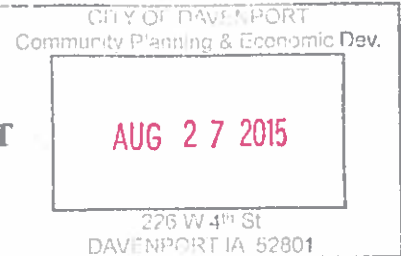
Ryan Rusnak, AICP
Planner III

Attachments:

Application

Public Hearing Notice, Map and Notification List

**CITY OF DAVENPORT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
REQUEST FOR PUBLIC RIGHT-OF-WAY VACATION**



PETITIONER: Name: Palmer College of Chiropractic
Address: 1000 Brady Street Davenport IA 52803
Phone: 563-884-5653 FAX: 563-884-5179
Mobile Phone: 563-340-4052 Email: tiemeier_t@palmer.edu
Interest in land: _____ title holder X other**

** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON: Name: Thomas L. Tiemeier
Address: 1000 Brady Street Davenport IA 52803
Phone: 563-884-5653 FAX: 563-884-5179
Mobile Phone: 563-340-4052 Email: tiemeier_t@palmer.edu

LOCATION (DESCRIPTIVE): The alley between 7th and 8th streets, between Main Street and Brady Street

LEGAL DESCRIPTION: See attached pages

AREA: (in square feet) 8,890 square feet

REASON FOR REQUEST: The alley is in need of repair and Palmer

*(The applicant MUST be as detailed and specific as possible in completing this section. Complete and descriptive information is vital to the timely submission of the petitioner's request. Incomplete applications may delay the application process.)

College wants to take over its care and maintenance, as it serves as a route for maintenance, garbage and pedestrian traffic to college apartments and facilities,

SIGNATURE OF PETITIONER:  DATE: 8/24/15

PROCESSING FEE: \$400.00

DATE PAID: _____

Thomas
Palmer College of
Chiropractic

PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – OCTOBER 6, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-09: Request of Palmer College of Chiropractic for the vacation (abandonment) of 8,890 square feet of public right-of-way known as a 20 foot north-south alley bounded on the north and south by 8th and 7th Streets and on the east and west by Brady and Main Streets to allow for Palmer College to take over the repair and maintenance of the alley.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday October 6, 2015** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday October 20, 2015. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number or email the address below.

It is your privilege to submit written comments on this petition or to attend the public hearing to express your views, or both. All protests within the 200-foot notice area or the area being considered must be made in writing to be valid. Any written comments to be reported at the Commission's public hearing should be received in the office of Community Planning, City Hall, not later than 12:00 noon, on the day of the public hearing, though protests may be received up through the City Council's public hearing.

Office of Community Planning
Department of Community Planning & Economic Development
Phone: (563) 326-7765 Email: Planning@ci.davenport.ia.us

(detach here)

The undersigned – **opposes / does not oppose** Case No. ROW15-09.

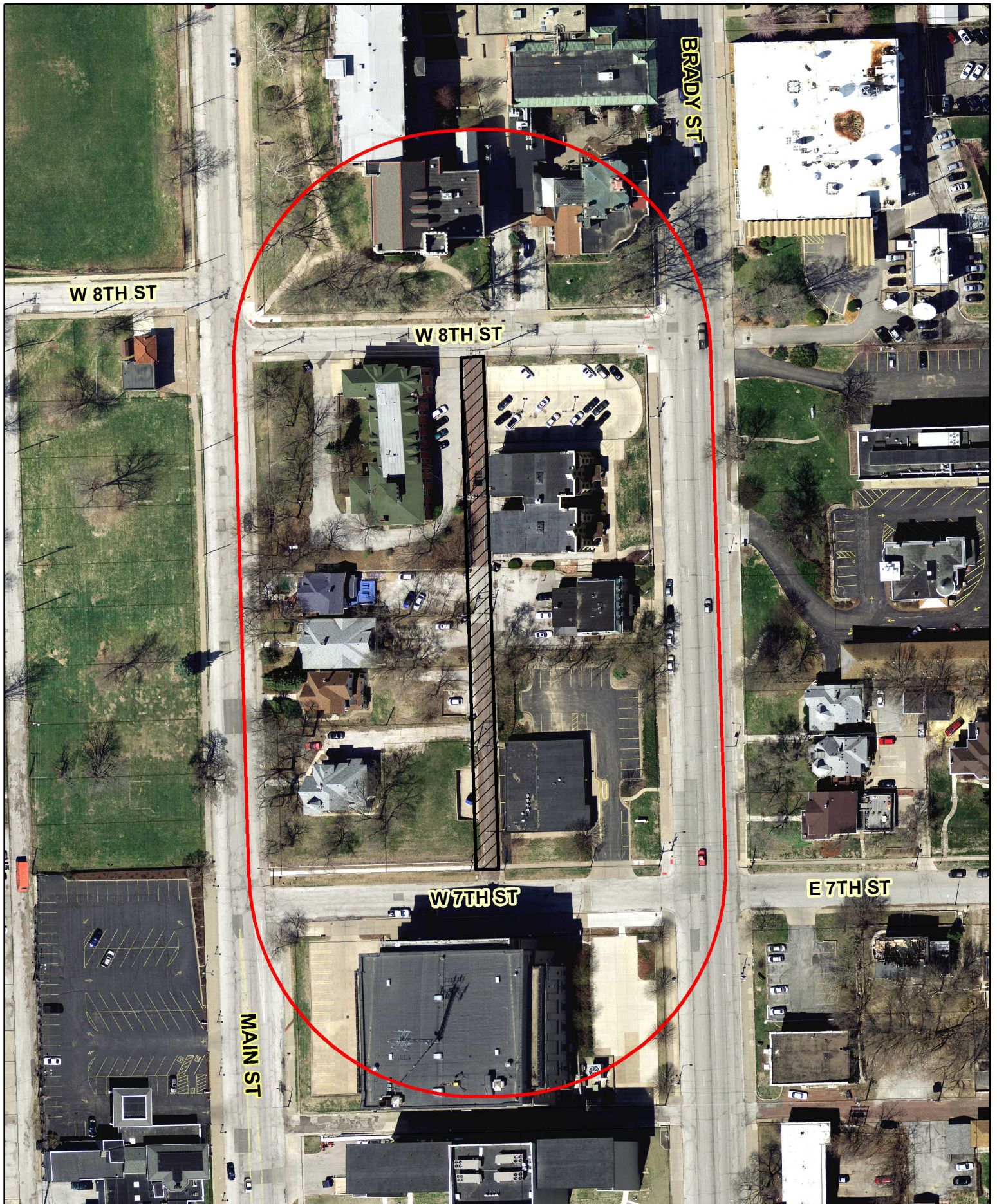
Comments: _____

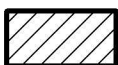
Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



 Proposed Right of Way Vacation (Abandonment)

 200 Foot Notification Radius



FID	Parcel	Address	Deed1_Name	Deed1_Addr	Deed1_CSZ
	0 G0039-01A	1000 BRADY ST	PALMER COLLEGE FOUNDATION	1000 N BRADY ST	DAVENPORT IA 52803
	1 G0042-01B	708 BRADY ST	PALMER COLLEGE FOUNDATION PALMER CHIROPRACTIC	1000 BRADY ST	DAVENPORT IA 52803
	2 G0042-02	722 BRADY ST	UNIVERSITY FOUNDATION PALMER CHIROPRACTIC	1000 BRADY ST	DAVENPORT IA 52803
	3 G0042-03A	732 BRADY ST	UNIVERSITY FOUNDATION PALMER CHIROPRACTIC	1000 BRADY ST	DAVENPORT IA 52803
	4 G0042-04A	742 BRADY ST	UNIVERSITY FOUNDATION	1000 BRADY ST	DAVENPORT IA 52803
	5 G0042-09	121 W 8TH ST	BLESSED KINGDOM DISCOUNT OUTLET	108 S 4TH ST	CLINTON IA 52732
	6 G0042-10	723 MAIN ST	PI KAPPA CHI PALMER CHIROPRACTIC	P.C.C. BOX 777	DAVENPORT IA 52803
	7 G0042-11	719 MAIN ST	UNIVERSITY FOUNDATION LEE LEIGH	1000 BRADY ST	DAVENPORT IA 52803
	8 G0042-12	715 MAIN ST	DERREN LEIGH PALMER CHIROPRACTIC	1000 BRADY ST	DAVENPORT IA 52803
	8 G0042-12	715 MAIN ST	UNIVERSITY PALMER CHIROPRACTIC	1000 BRADY ST	DAVENPORT IA 52803
	9 G0042-13	705 MAIN ST	UNIVERSITY FOUNDATION	1000 BRADY ST	DAVENPORT IA 52803
	10 G0042-14	122 W 7TH ST	PALMER COLLEGE FOUNDATION PALMER CHIROPRACTIC	1000 BRADY ST	DAVENPORT IA 52803
	11 G0055-24	115 W 7TH ST	UNIVERSITY FOUNDATION	1000 BRADY ST	DAVENPORT IA 52803

TO BE PUBLISHED IN THE OCTOBER 28, 2015 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO# 1606541 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

TO WHOM IT MAY CONCERN:

There is on file in the Community Planning and Economic Development Department of the City of Davenport, the following petitions:

Case No. ROW15-09 being a petition of Palmer College of Chiropractic for the vacation (abandonment) of 8,880 square feet of public right-of-way known as a 20 foot north-south alley bounded on the south West 7th Street and north of West 8th Street and is located west of Brady Street and East of Main Street. The purpose of the vacation is to allow for Palmer College to take over the repair and maintenance of the alley

The property has the following legal description:

Part of the Southeast Quarter of Section 26 - Township 78 North – Range 3 East of the 5th P.M. being more particularly described as follows:

Commencing at a point on the South line of Out Lot 16 of LeClaire's Section Addition to the City of Davenport, Iowa, and at the intersection of the north line of West 7th Street and west line of Brady Street, as said streets are now laid out; thence west 140 feet along the north line of West 7th Street to the point of beginning, which is also the east line of a 20 foot wide alley; thence north 444 feet along the east line of said 20 foot wide alley to the south line of West 8th Street; thence west 20 feet along the south line of West 8th Street to a point, which is also the west line of said 20 foot wide alley; thence south 445.35 feet along the west line of said 20 foot wide alley to the north line of West 7th Street; thence east 20 feet along the north line of West 7th Street to the point of beginning.

Said tract contains 8,880 square feet more or less.

The City Plan and Zoning Commission accepted the listed finding and forwards Case No. ROW15-09 to the City Council with a recommendation for approval subject to the following condition:

1. A general utility easement be established and maintained over and across the entire property.

Case No: LL15-02 being the petition of Dustin Oliver on behalf of Oakdale Cemetery for the Local Landmark Nomination of the Oakdale Cemetery at 2501 Eastern Avenue.

The property has the following legal description:

Part of the Northwest and Southwest Quarters of Section 19 – Township 78 North – Range 4 East of the 5th P.M. being more particularly described as follows:
Commencing at the Southwest corner of the Northwest Quarter of Section 19, Township 78 North, Range 4 East of 5th P.M., which is also the Southwest corner of real estate conveyed to The Oakdale Cemetery Company by Warranty Deed recorded in Book "S" of Land Deeds at page 170 in the office of the Recorder of Scott County, Iowa; thence North to the South line of real estate conveyed to Lawrence C. Swanson by Warranty Deed recorded as Document #12948-84 in the office of the Recorder of Scott County, Iowa; thence Easterly to the Southeast corner of said Lawrence C. Swanson's real estate; thence North 18° 6' 50" East 257.10 feet; thence West along the Northerly line of said Lawrence C. Swanson's real estate to the intersection of said real estate with the Southeast corner of real estate conveyed to Grimes Investments, Ltd. by Quit Claim Deed recorded as Document #8846-76 in the office of the Recorder of Scott County, Iowa; thence North 56° 50" East 404.13 feet to a point; thence North 43° 29' East 96.4 feet; thence North 0° 34' West 84.00 feet to the North line of the Southwest Quarter of the Northwest Quarter of said Section 19; thence Easterly along said North line to the intersection of said line with the Westerly line of real estate conveyed to the City of Davenport, Iowa by Court Officer Deed recorded as Document #23175-77 in the office of the Recorder of Scott County, Iowa; thence South to the Southwest corner of Lot 10 of Eldridge's Addition to East Davenport, which point is also the Southwest corner of said real estate conveyed to the City of Davenport, Iowa; thence East along the line between Lots 10 and 11 of Eldridge's Addition to East Davenport to the Southeast corner of said Lot 10; thence South along the East line of Lots 11, 12, 13, 14 and 15 in Eldridge's Addition to East Davenport to the Northerly line of real estate conveyed to Charles E. Slack by Court Officer Deed recorded as Document #27061-77; thence West along the North line of said real estate to the Northwesterly corner of said real estate; thence South 22° 32' West 78.23 feet; thence South 130 feet to the Southerly line of Lot 15 in Eldridge's Addition to East Davenport; thence West along the Southerly line of Eldridge's Addition to East Davenport 595 feet to the Southwest corner of said Lot 15; thence South to the following described line: Said line is described as the line extended Easterly from the Northerly line of real estate conveyed to Midland Enterprises, Ltd. By Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa; thence Westerly 200 feet more or less to the Northwesterly corner of said real estate conveyed to Midland Enterprises, Ltd. by Court Officer Deed recorded as Document #1594-78 in the office of the Recorder of Scott County, Iowa; thence South along the Westerly line of Lots 42, 41, 40, 39 and part of 38 in Deerfield Heights First Addition to the City of Davenport, Iowa 254 feet more or less; thence West 439.56 feet more or less along the Northerly line of Lots 37, 36, 35, etc. of the said Deerfield Heights First Addition to the City of Davenport, Iowa to the Easterly line of real estate conveyed to Ernest Grothe, et al by Warranty Deed recorded as Document # 12256-81 in the office of the Recorder of Scott County, Iowa; thence North to the Northwest corner of said real estate conveyed to Ernest Grothe, et al; thence West to the West line of Section 19; thence North to the point of beginning. Except those tracts of real estate used for road purposes.

Said tract contains 76.25 acres more or less.

The Historic Preservation Commission forwards Case No. LL15-02 to the City Council with a recommendation for approval.

Case No. ORD15-01: Request of the City of Davenport to amend Title 17 of the Davenport Municipal Code, entitled, "Zoning". Changes contemplated include, but are not limited to the regulations for the makeup of the Design Review Board and Dynamic Display Signs.

Specifically, the proposed changes are as follows:

Title 17.29.070(B) is proposed to be amended and read as follows:

17.29.070(B) Composition and qualifications. The board shall consist of eleven members. All members shall exhibit strong, positive experience or interest in urban design and development. At least one member shall be affiliated as a property or business owner within each of the following: 1) "DDOD" Downtown Design Overlay District, 2) "HSD" Historic Shopping District and/or 3) "HCVOD" Hilltop Campus Village Overlay District. All members shall live in the city of Davenport or own property or a business in Davenport.

17.45.051 is proposed to be amended and read as follows:

17.45.051: Dynamic display regulations.

A. Dynamic displays are allowed in the following districts: all 'C' or Commercial districts, all 'M' or Industrial districts, and all Planned districts commercial, institutional, and industrial). All dynamic displays must be oriented away from 'A-1' Agricultural districts and any 'R' residential districts. All schools, religious institutions, and civic institutions all allowed to have one of its allowed signs be a dynamic display regardless of which zoning district it is located in, provided the dynamic displays are turned off between the hours of 10:00 PM and 7:00 AM; such uses are exempt from the ordination restrictions. On properties, or within districts where design review by a city board, committee or commission is required for sign approval, said design review process shall remain in effect.

B. Only one dynamic display is permitted per lot. The dynamic display may be two-sided, only one side shall be counted toward area calculations. One contiguous dynamic display shall constitute a sign face.

C. A static dynamic display shall not change more than once every two seconds.

D. Dynamic display animation shall not be operated in a way that flashes, blinks, flutters, mimics traffic control devices or emergency vehicles, or purposely is designed to distract the public without providing content to the message. Live-action video is not allowed except the depiction of flags bearing the official design of national, state, municipality, educational institution or non-profit organization. A dynamic display that scrolls is permitted provided it does not operate as described in this subsection.

E. Where applicable, dynamic displays shall meet the requirements of Chapter 17.41, HCOD, highway corridor overlay district.

F. Dynamic displays existing on November 10, 2009 (the effective date of this section), must comply with the operational standards listed above to the extent possible. An existing dynamic display that does not meet the structural or orientation requirements listed in 17.45.051A may continue as a nonconforming use pursuant to Chapter 17.46. (Ord. 2009-471 § 5).

G. Dynamic displays shall not be allowed as roof signs.

H. All digital displays are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.

I. No lighting shall be used in any way in connection with any sign unless it is of such low intensity or brilliance as to not cause glare or to impair the vision of the driver of any motor vehicle, or to otherwise interfere with any driver's operation of a motor vehicle. In no case shall any sign exceed a maximum illumination of five thousand (5,000) candelas per square meter during daylight hours and a maximum of five hundred (500) candelas per square meter between dusk to dawn as measured from the sign's face at maximum brightness.

J. The above illumination levels are not a guaranteed allowable level of brightness, only a maximum potential level of brightness. When a complaint of a violation of this subsection I. has been confirmed by the zoning administrator, said sign shall have its illumination permanently reduced to satisfy compliance with this subsection I. as directed by the zoning administrator regardless of the above state maximum allowable levels. An appeal of the zoning administrator's decision regarding this subsection I. may be presented to the Davenport board of adjustment in accordance with section 17.5

The City Plan and Zoning Commission recommends the aforementioned text amendment be forwarded to the City Council with a recommendation for approval.

A public hearing on these ordinances will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, November 4, 2014 at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances.

PO# 1606541.

Department of Community Planning & Economic Development

Phone: (563) 326-7765

Email: planning@ci.davenport.ia.us

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 2,6,7,8

Action / Date
11/18/2015

Subject:

First Consideration: Ordinance providing for the division of taxes levied on taxable property in 2016 in the North Economic Development Area, pursuant to Section 403.19 of the Code of Iowa. [Wards 2,6,7,8]

Recommendation:

Approve the Ordinance

Relationship to Goals:

Added emphasis on Economic Development.

Background:

The City of Davenport is seeking to amend the North Urban Renewal Area Plan. The amendment will include the addition of land at the northeast corner of East Kimberly Road and Spring Street. The amended plan is attached.

This ordinance establishes a tax increment financing district to allow the City to financially support future development projects at this location.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance Sheet

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2016 ADDITION TO THE NORTH ECONOMIC DEVELOPMENT AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2016 Addition to the North Economic Development Area of the City of Davenport, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Davenport to finance projects in the such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Davenport, Iowa.

“County” shall mean Scott County, Iowa.

“Urban Renewal Area Amendment” shall mean the 2016 Amendment of the North Urban Renewal Area of the City of Davenport, Iowa, the boundaries of which are set out below, approved by the City Council and adopted on the 13th day of January, 2016.

Parcels 1810-08B and 1809-04C:

Lot 33, Spring Village Addition to the City of Davenport, Iowa, in Scott County, Iowa,

Excepting therefrom the following described parcels conveyed by Deed filed for record June 23, 1989, recorded as Document Number 10616-89 of the Records of Scott County, Iowa:

A part of Lot 33, Spring Village Addition, Davenport, Iowa, more particularly described as follows:
Commencing at a point on the Westerly right-of-way line of Belle Avenue that is 19.67 feet North of its intersection with Kimberly Road; thence Southwesterly, along a curve concave to Northwest, having a radius of 20 feet, with a chord bearing and distance of South 44 degrees 24 minutes 10 seconds West, 28.04 feet, to the Northerly right-of-way line of Kimberly Road; thence South 89 degrees 08 minutes 40 seconds West 112.43 feet, along said Northerly right-of-way line of Kimberly Road; thence North 00 degrees 31 minutes 30 seconds West, 35.86 feet; thence North 89 degrees 11 minutes 10 seconds East, 20.44 feet; thence North 00 degrees 00 minutes 50 seconds East, 83.34 feet; thence North 89 degrees 20 minutes 50 seconds East, 111.92 feet, to said Westerly right-of-way line of Belle Avenue; thence South 00 degrees 00 minutes 00 seconds, 99.04 feet, along said Westerly right-of-way line of Belle Avenue to the point of beginning, in Davenport, Iowa, in Scott County, Iowa.

Spring Village Addition is filed in the office of the Scott County, Iowa Recorder’s Office at Document Number 17056-78.

Together with a non-exclusive easement for ingress and egress and parking over portions of the above described carved out of Parcel 2, as set forth in Easement, Use and Restriction Agreement, dated June 19, 1989 filed for record June 23, 1989 recorded as Document Number 10617-89.

Parcel 1810-08C

A part of Lot 33 Spring Village Addition, Davenport, Iowa, more particularly described as follows:

Commencing at a point on the westerly right-of-way line of Belle Avenue that is 19.67 feet north of its intersection with Kimberly Road; thence southwesterly along a curve to northwest and having a radius of 20' with a chord bearing and distance south 44°24'10" West 28.04 feet to the northerly right-of-way line of Kimberly Road; thence South 89°08'40" west 112.43 feet along said northerly right-of-way line of Kimberly Road; thence north 00°31'30" west 35.86 feet; thence north 89°11'10" east 20.44 feet; thence north 00°00'50" east 83.34 feet; thence north 89°20'50" east 111.92 feet to said westerly right-of-way line of Belle Avenue; thence south 00°00'00" 99.04 feet along said westerly right-of-way line of Belle Avenue to the point of beginning.

Said tract of land is located in Davenport, Iowa and contains 0.32 acres more or less.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area Amendment, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected

against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area Amendment.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on November 14, 2015

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 326-7750
Wards: 3

Action / Date
11/18/2015

Subject:
Resolution approving modifications to the Stadium Lease Agreement between the City of Davenport and Main Street Iowa, LLC to include capital improvements to the ballpark. [Ward 3]

Recommendation:
Adopt the resolution

Relationship to Goals:
Enhancing quality of life

Background:
Modifications to the Stadium Lease Agreement are necessary in order to incorporate changes to the original language that would allow for advancing future improvement funds for the construction of a new kitchen area at Modern Woodmen Park. As specified in the Stadium Agreement, the City provides \$375,000 annually to the Modern Woodmen Park Capital Improvement Fund to increase value at the ballpark for fans and players.

Main Street Iowa, lessee of Modern Woodmen Park, has requested an advance of the City's contractual payments for capital improvements to the ballpark in the amount not to exceed \$175,000 for the construction of a new/expanded kitchen space on the suite level. Main Street Iowa has been successful the past several baseball seasons in booking wedding and banquet parties in the open area on the stadium's suite level. The team successfully held more than 150 non-baseball events in that space this past season and continues to experience high demand for this purpose. In order to better meet the needs of more and larger dinner events as well as to provide food for increasing baseball crowds, the tenant is requesting to enlarge the suite-level kitchen area.

In order to fund the project, the tenant is requesting an advance of the City's contractual payments for capital improvement projects. The City is obligated to provide \$375,000 annually for capital projects to the ballpark. Working cooperatively with the team, the City has already agreed to advance some funding for projects such as the Ferris Wheel and the deck expansion. The team is requesting to advance a not-to-exceed amount of \$175,000 over five years for this project.

Below is a chart showing the amounts remaining in the future fiscal years as well as the advance amount requested from each year. Should the City Council approve the request, the City will front-fund the amount and repay it through future capital improvement allocations.

Year	Current Amount Remaining	Proposed Advance Amount	Proposed Amount Remaining
FY 2017	\$74,000	\$25,000	\$49,000
FY 2018	\$74,000	\$25,000	\$49,000
FY 2019	\$110,000	\$50,000	\$60,000

FY 2020	\$110,000	\$50,000	\$60,000
FY 2021	\$110,000	\$25,000	\$85,000

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Stadium Lease Agreement - Amended

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

Resolution No. _____

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving modifications to the Stadium Lease Agreement between the City of Davenport and Main Street Iowa, LLP to include capital improvements to the ballpark.

WHEREAS, City owns a certain stadium known as Modern Woodmen Park ("MWP") located at 209 South Gaines Street between the Mississippi River and River Drive in Davenport;

WHEREAS, City and Lessee wish to maintain MWP as a top Minor League Baseball destination;

WHEREAS, City acknowledges that Lessee is not in default, has made all payments, met all obligations, and is in good standing under the terms and conditions of the Lease as of the date of this amendment;

WHEREAS, City and Lessee believe an adjustment to the capital improvement portion of the current lease is in the interests of both parties;

WHEREAS, City and Lessee desire to improve MWP by adding a kitchen area to better accommodate large banquets and parties;

WHEREAS, City and Lessee have reached a mutually acceptable agreement with respect to future requested capital improvements to the Premises and other terms and conditions of the Lease; and

WHEREAS, City and Lessee desire to memorialize its agreement on the matters contained within this amendment.

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Stadium Lease as presented in the attached Stadium Lease Agreement.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk

STADIUM LEASE AGREEMENT

This Stadium Lease (“Lease or “Agreement”) is made and entered into as of the 31st day of December, 2013 (the “Effective Date”), by and between the City of Davenport (“City”), an Iowa specially chartered municipality, acting by and through the City’s City Council, and Main Street Iowa LLC (“Lessee”), a Florida limited liability company. Each of the City and Lessee are referred to individually herein as a “Party” and collectively as the “Parties.”

Recitals

Whereas, the Lessee and the Tennant have made and entered into a certain Stadium Lease dated January 1, 2007, and they wish to continue to provide a quality venue for baseball and family entertainment in the historic ballpark on the banks of the Mississippi under the terms of said lease as herein modified; and

Whereas, the Parties have subsequently amended said lease twice since its execution and are incorporating additional changes with this action, they believe that incorporating all amendments into single document instead of the lease and three separate amendments would be clearer.

Operative Terms

Now, therefore, in consideration of the foregoing, and of the mutual covenants, promises, and agreements, and limitations and conditions hereinafter set forth, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, and by this reference are made a part hereof.
2. Definitions.
 - (a) “Abatement” shall have the meaning set forth in Section 12.
 - (b) “Agreement” shall have the meaning set forth in the introductory paragraph.
 - (c) “Ballpark” shall mean the facility generally known as Modern Woodmen Park located at 209 South Gaines Street, Davenport, Iowa, including the Playing Field, children’s play area (located adjacent to the Party Plaza on the right field side), workout facilities, batting tunnels, buildings, walkways, concourses, stands, locker rooms, suites, club houses, concession areas, storage areas, equipment rooms, administrative offices, scoreboards, signs, fixtures, dugouts, public address systems, wiring, pipes, HVAC, plumbing facilities, restrooms, picnic areas, grounds and other associated open space, and any and all other related amenities and improvements comprising or located on or about the facility, excluding the Ballpark Parking Lots.
 - (d) “Ballpark Parking Lots” shall mean those paved and unpaved areas specifically designated for parking vehicles, as identified in Exhibit A, for events occurring at the Ballpark.
 - (e) “Baseball Events” shall have the meaning set forth in Section 6(a)(i).
 - (f) “Baseball Franchise” shall mean a Class A professional baseball team that is a member of the Midwest League of Professional Baseball Clubs, Inc. (“MWL”), a member of the National Association of Professional Baseball Leagues, Inc. (“NAPBL”).

- (g) "Capital Improvement Fund" shall have the meaning set forth in Section 10(b).
- (h) "City" shall have the meaning set forth in the introductory paragraph.
- (i) "City Employee Appreciation Event" shall have the meaning set forth in Section 6(c)(ii).
- (j) "City Indemnitees" shall have the meaning set forth in Section 14(a).
- (k) "Community Appreciation Game" shall have the meaning set forth in Section 6(c)(i).
- (l) "Contents" shall include furnishings, equipment and personal property owned or used by Lessee, which are not affixed to the Premises.
- (m) "Davenport Day" shall have the meaning set forth in Section 6(c)(iv).
- (n) "Effective Date" shall have the meaning set forth in Section 4(a).
- (o) "Exclusive Facilities" shall have the meaning set forth in Section 6(a)(ii).
- (p) "Fireworks Display" shall have the meaning set forth in Section 6(c)(iii).
- (q) "Lease" shall have the meaning set forth in the introductory paragraph.
- (r) "Lease Payment" shall mean the lease payment to be paid by Lessee to City during the Term, which is further described as to amounts and due dates in Section 5(a).
- (s) "Lessee" shall have the meaning set forth in the introductory paragraph.
- (t) "Lessee Indemnitees" shall have the meaning set forth in Section 14(b).
- (u) "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants).
- (v) "MWL" shall have the meaning set forth in the 2(g) above.
- (w) "NAPBL" shall have the meaning set forth in the 2(g) above.
- (x) "Party" and "Parties" shall have the meaning set forth in the introductory paragraph.
- (y) "Personal Property" shall mean all tangible property, including tools, equipment, and trade fixtures, that is not deemed real property and that is necessary or desirable to operate the Premises.
- (z) "Playing Field" shall mean the baseball playing field located within the Ballpark.
- (aa) "Premises" shall mean the Ballpark, Florian Keen parking lot, the parking lot across Gaines Street from the Ballpark, and all amenities and improvements present and future that are constructed or placed within or abutting the Ballpark pursuant to this Lease.
- (bb) "Primary Term" shall have the meaning set forth in Section 4(a).

(cc) “Renewal Term” and “Renewal Terms” shall have the meaning set forth in Section 4(b).

(dd) “Special Event” shall mean any event other than Baseball Events conducted on the Premises. Notwithstanding anything to the contrary contained in this Lease, a Special Event shall be either a Lessee-sponsored Special Event or a City-sponsored Special Event.

(ee) “Stadium Improvement Fund” shall have the meaning set forth in Section 5(c).

(ff) “Term” shall mean, collectively, the Primary Term and Renewal Term(s), if any.

(gg) “Termination Date” shall have the meaning set forth in Section 4(a).

3. Lease of Premises. Upon the terms and conditions set forth in this Lease, the City does hereby lease to Lessee, and Lessee does hereby lease from the City, the Premises, and the right to use or allow others to use the Premises, in whole or in part, as a venue for conducting or hosting Baseball Events and Special Events, during the Term of this Lease. Accordingly, this Lease shall terminate immediately after any 60-day period in which Lessee or its assignee does not own a Baseball Franchise affiliated with a Major League Baseball (MLB) team. The City reserves the right of entry upon the Premises for purposes of observation, repair and maintenance that are the City’s responsibility under the Lease.

4. Term.

(a) The “Primary Term” of this Lease is for twenty-five (25) calendar years and began on November 1, 2006 (“Effective Date”) and expires, unless sooner terminated, on October 31, 2031 (“Termination Date”).

(b) Lessee shall have five (5) option rights to extend the Primary Term by one (1) year increments each (individually, a “Renewal Term,” and collectively, the “Renewal Terms”) by first providing City with written notification of its exercise of its right to do so, at least 90 days prior to the expiration of the Primary Term or then effective Renewal Term. If not timely notified in accordance with the above, any remaining option rights of Lessee hereunder to extend the Primary Term or then effective Renewal Term shall expire and be of no further force or effect.

(c) The Termination Date is subject to modification, which may be earlier or later than contemplated in Section 4(a) pursuant to other provisions of this Lease, including, but not limited to, Sections 3, 4(b) and 12.

5. Consideration.

(a) During the Term and subject to the terms and conditions of this Lease, Lessee shall pay an annual lease payment to City as consideration for the license granted by the City to Lessee in Section 3 (the “Lease Payment”). The Lease Payment during the Primary Term shall be Two Hundred Seventy-Three Thousand Dollars and No Cents (\$273,000.00) per year for twenty-five years. Each such annual Lease Payment obligation shall be due in four equal installments of Sixty-Eight Thousand Two Hundred Fifty Dollars and No Cents (\$68,250.00), with the first installment due on May 15, the second installment due on July 15, the third installment due on September 15, and the fourth installment due on December 31 of each year. The Lease Payment during the Renewal Term, if any, shall be One Dollar and No Cents (\$1.00) per year, due in one lump sum payment on the first business day of each year. The Lessee may, in its sole and absolute discretion, pay all or any portion of the Lease Payment owed by Lessee hereunder in advance without penalty. Nine percent annual interest may be charged on all payments not received within thirty (30) days of the last day of the month after the month initially due.

(b) City warrants and represents that no other amounts are due and owing, or will be due and owing, for the rights granted to Lessee under this Lease. City also warrants and represents that there are no current or ongoing disputes of any kind between City and Lessee.

(c) During the Term, the City will maintain a special interest-bearing account dedicated to assisting the City in meeting its obligations under Sections 8(a)(i-iii), which shall be known as the Stadium Improvement Fund. The beginning balance as of June 30, 2014 is \$313,950, less any amount credited to the Stadium Improvement Fund between the date of this Agreement and June 30, 2014. City will credit \$45,000 per City's fiscal year to this fund beginning in FY2015 through and including FY2019. The annual credit shall be increased to \$136,500, equal to one half of the annual Lease Payment, beginning in FY2020. This fund shall be only used to maintain the structure, integrity, working operations, and quality of existing Ballpark improvements and fixtures, including the playing field, to an appropriate level. The City shall approve or deny expenditures from this fund at its sole discretion, though such approval shall not be unreasonably withheld, conditioned or delayed. The standards of MWL and NAPBL shall always be maintained. This fund is not intended to pay for new improvements, new elements, or new amenities.

6. Use of Premises.

(a) During the Term and subject to the terms and conditions of this Lease, the Lessee shall have the exclusive right to manage the Premises, including without limitation the right:

(i) To use or allow others to use the Premises for playing professional baseball games and exhibitions (including exhibition, preseason, regular season, all-star, playoff, and postseason games) and for hosting and conducting any and all meetings, events, practices and workouts relating to such games and exhibitions ("Baseball Events");

(ii) To use or allow others to use certain parts of the Premises designated by the Lessee on an exclusive basis, including without limitation administrative offices, concession areas, Ballpark operating facilities, home and visiting clubhouses, umpire and mascot locker rooms, groundskeeper areas, exercise rooms, batting tunnel(s), storage areas, utility rooms, ticket windows, gift shop, luxury suites, stadium club and restaurant, and other areas used by the Lessee to operate the facility ("Exclusive Facilities");

(iii) To manage the Premises and operating the Premises for Baseball Events and Special Events;

(iv) To lease the Premises for Baseball Events and Special Events;

(v) To provide Ballpark Parking Lot operations for Baseball Events and Special Events (including parking, concessions, utilities, security and clean-up operations);

(vi) To establish prices, fees and other charges applicable to the use and operation of the Premises for Baseball Events and Special Events, including ticket prices, service fees and other charges of goods and services offered on the Premises; and

(vii) To provide and operate concessions at all Baseball Events and all Special Events.

(b) During the Term, the City shall have the right, subject to the Lessee's exclusive rights set forth in subpart (a) above, to use the Premises for hosting City-sponsored Special Events; provided, however, that the scheduling of City-sponsored Special Events shall be subject to Lessee's approval, which shall not be unreasonably withheld, conditioned or delayed, and subject to the following:

(i) City-sponsored Special Events shall not conflict with any Baseball Event or with any Special Event.

(ii) The City shall provide at least thirty (30) days' written advance notice to Lessee of its intention to schedule a City-sponsored Special Event at the Premises. Such notice shall include all dates required to use the Premises and the scope of such use. The dates should include all dates for setup, holding the Event, tearing down the Event, and all other uses of the Premises. The Lessee shall have five (5) business days within which to notify the City if any such date conflicts with dates required for a Baseball Event or a Special Event.

(iii) All operating expenses for the Premises incurred by Lessee, including but not limited to costs and expenses attributed to utilities (except those identified in section 8(a)(vii), security, clean-up, staffing, event management, and ticketing operations provided by Lessee in support of the use of the Premises for City-sponsored Special Events, shall be reimbursed by City within thirty (30) days of receipt invoice for same. The City shall be the sole beneficiary of revenues from the sale of Event tickets, Event parking, Event publications, and Event merchandise relating to and sold at the City-sponsored Special Events.

(iv) Lessee shall be the sole beneficiary of all revenues derived from the operation of concession stands, the team store, the restaurant and club area, and suites for and the sale of non-Event publications and merchandise at City-sponsored Special Events.

(v) Should the City sponsor a high school, college or other amateur baseball event or any other City-sponsored Special Event at the Ballpark, which utilizes the Playing Field, the City shall be responsible for ensuring the Playing Field is returned to the condition the Playing Field was in immediately prior to the City-sponsored Special Event and for delivering a deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00) prior to the Special Event as security therefore.

(c) The Lessee shall provide the following promotional opportunities on an annual basis:

(i) A "Community Appreciation Game" or a series of games in association with a Baseball Event or Events, providing complimentary admissions to (in the annual aggregate of) a minimum of three thousand (3,000) City of Davenport residents, either on a first to arrive, youth, or senior citizen basis (i.e., first certain number of residents or residents under or over a stated age). Scheduling of such Community Appreciation Game(s) shall be coordinated with the City, with a minimum one (1) week notice to the City. For the first one thousand (1,000) admissions, the Lessee will provide such admissions for thirty-three percent (33%) of the face value of the tickets, for the second one thousand (1,000) admissions, the Lessee will provide such admissions for fifty percent (50%) of the face value, and for all additional admissions, the Lessee will provide such admissions for seventy-five percent (75%) of the face value. The determination for number of admissions will be considered annually by the City, who shall have sole discretion as to the number of complimentary admissions, if any, under this Section 6(c)(ii) in any given year. The Lessee contributions as a reduction in the face value of the tickets may either be paid directly by the City or may be applied as a credit against Lease Payment(s) to the City under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(ii) An annual "City Employee Appreciation Event" in association with a Baseball Event to the capacity of the picnic pavilions located on the Premises. The Employee Appreciation Event shall be scheduled in coordination with the City, subject to availability and approval of the Lessee. Lessee will provide such event at a fixed cost, which may be applied as a credit against Lease Payment(s) by the Lessee to the City under this lease upon written notice by Lessee to the City Administrator or Finance Director.

(iii) A “Fireworks Display” in association with the July 4th Independence Day observation as a City-sponsored Special Event in the event that the home schedule of the Baseball Franchise does not include a Baseball Event to be played at the Premises on Independence Day. The Lessee further agrees to provide City-sponsored Fireworks Display through the fireworks vendor ordinarily utilized by Lessee for Lessee-sponsored fireworks displays at a cost marked up not more than ten percent (10%). Costs associated with Fireworks Displays in association with the July 4th Independence Day observation shall be applied as credit against the Lessee’s next Lease Payment or Payments to the City under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(iv) A “Davenport Day” in association with Baseball Events, which shall occur on one day of the week during the Baseball Franchise’s regular season. All residents of the City of Davenport shall receive admission for fifty percent (50%) of the face value of the tickets at no cost to the City.

Throughout the Term of this Lease, the City shall be entitled to the use of a suite (and a corresponding number of tickets to Baseball Events) at the Premises for demonstration, recruitment, hospitality or other official purposes (without additional cost or expense to City); provided, however, the City shall be responsible for the cost and expense of all food, beverages and other amenities ordered in connection with the use of the suite.

In the event the amount of any credit (as contemplated in Sections 6(c)(i), (ii), (iii), or (iv) or other Sections of this Agreement) exceeds the amount of the Lessee’s next Lease Payment or if the Lessee’s next Lease Payment is greater than sixty (60) days from the date of the applicable event, the Lessee shall have the option of using the credit on Lease Payments following such next Lease Payment or issue an invoice to the City and the City shall pay such amount within thirty (30) days of receipt of an invoice for same. The City is under no obligation to avail itself of these promotional opportunities.

(d) The primary use of the Premises shall be for the purpose of conducting sports and other events for the education and entertainment of the general public. The Lessee shall not discriminate against any person on the basis of any protected class pursuant to local, state or federal law.

(e) Section 6(d) above does not limit the Lessee in its use of proper and necessary security measures for the protection of the public, its employees and others using the Premises.

7. Parking. On days of scheduled home games and Lessee-sponsored events at least two hours before the state of the event, Lessee shall have the exclusive right and privilege of conducting the parking of vehicles on all Ballpark Parking Lots. The Lessee shall have responsibility for personnel or appropriate security for designated parking areas during scheduled home games only.

8. Responsibilities.

(a) During the Term, the City shall furnish or bear the costs of furnishing the following:

(i) Structural Repairs to the Premises (for purposes of this Lease, any single repair to the Premises costing Five Thousand Dollars (\$5,000) or greater is a “Structural Repair”). Beginning in FY2020, all Structural Repairs paid by City shall be credited to the Stadium Improvement Fund allotment;

(ii) Repair or replacement, not caused by materially improper or inadequate maintenance performed by the Lessee, of the Ballpark’s mechanical equipment, including but not limited to the HVAC, lighting, irrigation and drainage of Playing Field (not including those items included in a claim submitted by the City to the field installer), plumbing, electrical system, elevator, walk-in coolers and

freezers, public address and sound system, wiring, cables and optics, and underground utilities. Beginning in FY2020, the above-mentioned items shall be credited to the Stadium Improvement Fund allotment;

(iii) Such capital improvements as requested in writing by the Lessee and reasonable and commensurate with other MWL stadiums and the requirements of the MWL or NAPBL facility standards. The Premises must, at all times, remain in compliance with all NAPBL Facility Standards. The above-mentioned capital improvements shall be credited to either the Capital Improvement Fund or the Stadium Improvement Fund; the fund used to finance such improvements shall be mutually agreed upon by both Parties.

(iv) Removal and disposal of all collected rubbish, trash and garbage; provided, however, that if the amount of rubbish, trash and garbage collected in the months of October, November, December, January, February, and March during the Term significantly exceed the amount of rubbish, trash and garbage collected in the months of October, November, December, 2005 and January, February, and March 2006 respectively, then the Lessee will bear the cost of removing and disposing of such excess amount of rubbish, trash and garbage during any such month(s).

(v) All maintenance and repair associated with the Ballpark Parking Lots.

(vi) All clean-up associated with the Ballpark Parking Lots for City-sponsored Special Events.

(vii) The City will be solely responsible to pay for the electricity used to operate the Ferris wheel. The Ferris wheel will be separately metered. The City will have sole discretion as to the hours of use, design, colors, and all items related to the use of the lighting package for the Ferris wheel, except during games for the period of time from one hour before a Baseball Franchise game until one hour after the game and the period of time when the Ballpark is open for a Special Event or open to the public. During this time, the Lessee may fully operate the lighting display at its sole discretion.

(b) During the Term, the Lessee shall furnish or bear the cost of all things required to effectively operate the Premises, which includes:

(i) Maintenance and clean-up of the Premises, including the preparation of the Playing Field for each Baseball Event, as well as maintenance and clean-up of the Ballpark after all Baseball Events and Lessee-sponsored Special Events;

(ii) All utilities (except those identified in section 8(a)vii) including but not limited to electricity, stormwater, water, sewer used for the demised premises, under a specific meter, which shall be billed in the name of Lessee and payment shall be the responsibility of Lessee.

(iii) All parking attendants, ushers and security during Baseball Events and Lessee-sponsored Special Events.

(iv) All concessions and concession equipment.

(v) All routine maintenance, repair and custodial work associated with the Ballpark (subject to Section 8(a)).

(vi) All clean-up of the Ballpark Parking Lots after Baseball Events and Lessee-sponsored Special Events.

(vii) Removal and disposal of collected rubbish, trash and garbage from the Premises in October, November, December, January, and February of each year, but only subject to the conditions delineated in Section 8(a)(iv).

(c) No later than October 1 of each year (except in the event of an emergency), Lessee and the City's designated representative(s) shall together inspect the Ballpark to identify and evaluate any Structural Repairs, repairs, replacements, maintenance or capital improvements that may be required under this Lease or proposed by Lessee or the City.

(d) No later than October 15 of each year, Lessee shall submit to the City any suggestions for capital improvements in the Ballpark. City agrees to consider adding the costs of said capital improvement to its annual budget or funding such requests from either the Stadium Improvement Fund, the Capital Improvement Fund, or a combination thereof.

9. Clean-up Ballpark. Except for City-sponsored Special Events as provided in Section 6(b), the Lessee shall, at its expense:

- (a) Provide personnel and supplies for clean-up of the Ballpark;
- (b) Perform cleaning and routine maintenance of the Ballpark;
- (c) Remove refuse from the Playing Field;
- (d) Collect rubbish, trash, and garbage in the Premises.

10. Alterations, Additions, and Improvements.

(a) The Lessee, at its own risk and expense, may make alterations, additions and improvements to the Ballpark, provided that the same shall not lessen the value of the Ballpark prior to commencement of such work, or change the purposes for which the Ballpark may be used.

(b) Any permanent or non-removable additions, improvements or fixtures made, installed or affixed to the Ballpark by the Lessee shall be done in such manner as not to be removable without significant physical damage to the Premises and shall become the property of the City, subject to the terms of Section 10(c) and 10(c)(i). The Lessee shall submit any required capital improvements to the Premises to the City in writing for the purpose of giving the City an opportunity to finance and make the requested capital improvements (the "Notice of Requested Improvements"). The City shall have 90 days from the date it receives the Notice of Requested Improvements to notify Lessee in writing whether the City will fund and make the requested capital improvements. Notwithstanding anything to the contrary contained in this Agreement, the City (beginning July 1, 2014) shall be required to fund \$375,000 per fiscal year (July 1 through June 30) for capital improvements requested by Lessee (the "City's Capital Improvement Fund") under this Section 10(b); provided, however, that beginning July 1, 2022 and every five (5) years thereafter, the annual amount of the City's Capital Improvement Fund shall be changed to an amount negotiated in good faith and mutually agreed upon by the Parties, who shall take into consideration the age of the Ballpark, its long-term and short-term capital improvement needs, the increased cost and expense of services and materials required to make capital improvements, and such other matters that may be relevant to maintaining the Ballpark as one of the finest in all of minor league baseball (provided, however, that such annual amount shall not be changed to an amount less than \$375,000 per fiscal year). If the City (a) notifies Lessee that it will not fund and make the requested capital improvements, (b) fails to notify Lessee whether it will fund and make the requested capital improvements within the 90-day response period, (c) fails to begin making the requested capital improvements within 120 days from the date it received the

Notice of Requested Improvements, or (d) fails to use commercially best efforts to complete the requested capital improvements as soon as reasonably possible, then the Lessee shall have the right to make the requested capital improvements or to cause the requested capital improvements to be made. If the City notifies the Lessee that it will fund or make only a portion of the requested capital improvements or only funds, makes or completes a portion of the requested capital improvements, then in the instance the improvements are commercially reasonable as demonstrated in any other minor league facility, the Lessee shall have the right to make or finish the requested capital improvements, or cause the same to be made or finished, that the City failed to fund, make or complete. All or a portion of the funds expended by the Lessee during any fiscal year in making or finishing the requested capital improvements or causing the requested capital improvements to be made or finished, in whole or in part, that are commercially reasonable as demonstrated by similar improvements in any other minor league facility, shall qualify to be applied as a credit against the Lessee's next Lease Payment or Payments to the City under this Lease only if City fails to expend the entire amount of the City's Capital Improvement Fund for that particular fiscal year (in such an event, the funds expended by Lessee that qualify to be applied as a credit shall not exceed an amount equal to the total amount of the City's Capital Improvement Fund for that particular fiscal year less the amount the City actually expended).

In the event the playing surface of the Ballpark (including the warning track and bullpen areas) requires replacement or repair prior to July 1, 2019 (notwithstanding the replacement described above and contemplated on being performed by the City prior to July 1, 2010), then the City shall repair or replace the playing surface at its own cost and expense; provided, however, that such replacement or repair is not primarily caused by improper maintenance of the playing surface by Lessee or improper use by Lessee (or by any person to whom Lessee (as opposed to City) granted permission to use the playing surface). The foregoing financial commitment to replace the playing surface of the Ballpark is in addition to the City's annual obligations to fund the City's Stadium Improvement Fund and Capital Improvement Fund. Nothing in this Section shall change Lessee's obligation to maintain the playing surface under the terms of the Lease.

(c) Any additions, improvements or fixtures made, installed or affixed to the Ballpark by the Lessee in such manner as to be removable without material physical damage to the Premises, including specifically the jerseys framed and hanging on the Suite Level, and all trade fixtures, machinery and equipment installed by Lessee (or any previous Lessee of the Premises), shall be and remain the property of the Lessee and may be removed or replaced by the Lessee at any time, and any material physical damage to the Premises in the course of such removal shall be repaired by the Lessee, if necessary, at Lessee's cost and expense.

(i) Once installed, the Ferris Wheel shall be considered as the property of the City. Any other rides, games or amusements of any sort located, maintained or installed on the Premises which were not purchased by the City shall at all times and under all circumstances remain the property of the purchaser. Lessee shall be responsible for ensuring the safe removal of any such rides, games or amusements and returning the space inhabited by said ride, game or amusement to its prior use.

(d) Notwithstanding anything to the contrary contained in this Lease, the Parties agree that the electronic scoreboard shall for all purposes of this Lease be considered a removable trade fixture. The City is not responsible for the care, maintenance, repair or replacement of the scoreboard.

(e) To avoid damage to the Playing Field and to accommodate conventions and other special uses, the Lessee may at its expense and after approval by the City, construct or erect a moveable stage, and temporary eating and entertainment facilities, or any such other temporary improvements for this purpose as it shall deem appropriate.

(f) Lessee Ferris Wheel Private Financing. Lessee agrees to secure private financing, subject to City approval, in the amount of nine hundred ninety-five thousand dollars (\$995,000) in order to fund improvements to the Ballpark including the addition of a Ferris Wheel, installation of a loge box, installation of interior walls in the team office area, and renovations to the bar area (collectively known as “the Ferris Wheel Loan”). The financing term will be five (5) years. In all cases, the City shall fully reimburse Lessee according to the loan schedule for all principal and interest costs on the Ferris Wheel Loan. City shall make annual payments to Lessee from Capital Improvement Funds according to the following schedule: In the City’s FY 2014, City will make a payment to Lessee equal to the amount of principal, interest, and fees due in that year on the original loan amortization schedule. Provided, however, that half of the interest and fees will not be deducted from the Capital Improvement Fund. In the City’s FY 2015, City will make a payment to Lessee equal to the total amount of principal and interest due in that year on the original loan amortization schedule (e.g. the Ferris Wheel Loan) and the new loan amortization schedule (e.g. the Deck Loan). Half of the interest payable in that year will not be deducted from the Capital Improvement Fund. The original amount of three hundred seventy-five thousand dollars (\$375,000) in the Capital Improvement Fund will be reduced in FY 2015 by 25% of the total installation cost of the Ferris Wheel and Carousel, or by the balance remaining in the Capital Improvement Fund (after principal and interest on the Ferris Wheel Loan and Deck Loan have been deducted) for that fiscal year, whichever is less. In the City’s FY 2016, City will make a payment to Lessee equal to the amount of principal and interest due in that year on the original loan amortization schedule. Half of the interest payable in that year will not be deducted from the Capital Improvement Fund. The original amount of three hundred and seventy-five thousand dollars (\$375,000) in the Capital Improvement Fund will be reduced in FY 2016 by 25% of the total installation cost of the Ferris wheel and Carousel, or by the balance remaining in the Capital Improvement Fund (after principal and interest on the Ferris Wheel Loan and Deck Loan have been deducted) for that fiscal year, whichever is less. The Lessee’s contribution to the installation of the Ferris Wheel shall be limited to FY 2015 and FY 2016. In the City’s FY 2017, City will make a payment to Lessee equal to the amount of principal and interest due in that year on the original loan amortization schedule. Half of the interest payable in that year will not be deducted from the Capital Improvement Fund. In the City’s FY 2018, City will make a payment to Lessee equal to the amount of principal and interest due in that year on the original loan amortization schedule. Half of the interest payable in that year will not be deducted from the Capital Improvement Fund. In the City’s FY 2019, City will make a payment to Lessee equal to the amount of principal and interest due in that year on the original loan amortization schedule. Half of the interest payable in that year will not be deducted from the Capital Improvement Fund. Half of the cost of the lighting package (\$90,000 out of \$180,000) will be the responsibility of the City exclusive of contributions to the Capital Improvement Fund. All payments by City to Lessee are subject to verification of amount due and use of funds. In no case will the City’s annual payment to Lessee exceed the out-of-pocket costs incurred by Lessee during that year.

(g) Installation of Ferris Wheel. City and Lessee agree to install a Ferris wheel at a location subject to the approval of the Lessee and City by way of the City Council, Levee Commission, Historic Preservation Commission, and Design Review Board. Lessee agrees to purchase the Wheel and pay all shipping costs. The City and Lessee will each pay half of the installation costs, as described in Section 10(f) of this Agreement. Once installed, the Wheel shall become the property of the City; however, the Wheel shall be considered part of the leased premises and shall be treated identical to any other part of the leased premises under this Lease. Lessee may, at its sole discretion, use the image of the Ferris wheel in any of its sales or promotional materials. The boundaries of the Ballpark shall be modified to include the Ferris Wheel including all appendages and appurtenances, and the nearby staircase and shall be considered part of the Premises.

(h) Installation of Carousel. City and Lessee agree to install a Carousel in the children’s play area of the Ballpark. Lessee agrees to acquire the Carousel and the City and Lessee will each pay half of the installation costs, as described in Section 10(f) of this Agreement. Pursuant to Section 10(c), both the

City and Lessee acknowledge that the Carousel is removable and shall remain the property of the Lessee. The boundaries of the Ballpark shall be modified for the installation of the Carousel including all appendages and appurtenances and the new boundaries shall be considered part of the Premises.

(i) **Construction of Deck and Seating Areas.** Lessee and City agree to cooperate in the construction of three new deck areas and a seating area, as described below. The intended improvements are deck areas (1) over the maintenance area; (2) over and around the generator; and (3) on the center field berm extending south of the berm seating area over the Bike Path to the edge of the river; as well as seats directly in front of the corn field beside the bullpen. Lessee will secure a nine hundred ninety-eight thousand dollar (\$998,000) loan ("the Deck Loan") to finance these improvements with an eight-year term. The commencement and completion of these projects will be subject to the financial constraints of project costs within the full amount of Lessee's loan. The Lessee's loan will be interest only for years one through three, have no more than a \$100,000 payment years four and five, and the remaining balance will be fully amortized in years six, seven, and eight. Lessee may submit for full reimbursement from the unallocated dollars then available in the Capital Improvement Fund for any payments on this loan. In all cases, the City shall fully reimburse Lessee according to the loan schedule for all principal and interest costs on the Deck Loan.

(j) **Ballpark Kitchen.** City and Lessee agree to construct a new and expanded kitchen area on the suite level of the ballpark at an amount not to exceed \$175,000. City and Lessee agree that the source of funding shall be the Capital Improvement Fund. The City shall make available to Lessee the entire amount of \$175,000 for the kitchen area improvements beginning December 1, 2015. The City and Lessee agree that the City shall fully reimburse itself the total cost of the kitchen area improvements with future Capital Improvement Funds available to Lessee according to the following schedule: FY 2017 \$25,000; FY 2018 \$25,000; FY 2019 \$50,000; FY 2020 \$50,000; FY 2021 \$25,000. The amount in FY 2021 shall be adjusted such that the total amount is reimbursed by FY 2021.

11. **Independent Contractor.** It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator, and City shall in no way be responsible to any Person for any act or omission of Lessee or its employees, agents or servants, and Lessee will pay any and all claims as a result thereof and will indemnify City for same. Neither the Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic's lien, or any other lien of any kind or character whatsoever, upon said Premises or upon any building or improvement thereon, and notice is given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building improvements, alterations, repairs or any part thereof shall at any time be or become entitled to any lien thereon, and, for the further security of the City, the Lessee covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor. The City shall be responsible and shall relieve Lessee of any obligation for the payment of any and all property taxes, possessory interest taxes, and other taxes imposed by any City, County or Federal entity as a result of or arising from Lessee's management or use of the Premises.

12. **Damage to Premises.** It is hereby agreed that if the Premises, or any portion thereof or improvements thereto, are partially damaged by fire or other casualty (not the fault of the City) and are fully repaired or rebuilt within sixty (60) days from the happening of said damage, Lessee shall not have the right to terminate this Lease, but shall as soon as reasonably possible after such damages are repaired continue its operation of the Premises subject to the provision herein contained. If the Premises or any portion thereof are damaged or destroyed by fire or other casualty so that Lessee cannot conduct its business, and if the Premises is not repaired or rebuilt within sixty (60) days from the happening of such damage or destruction, and if Lessee so elects to cancel this Lease, it shall immediately surrender the Premises, paying such amounts as may be due under this Lease up to the date the damage or destruction

occurred. Under such circumstances, the Lease shall be deemed to have been terminated as of the date such damage or destruction occurred.

The City and Lessee recognize that the recent renovation of the Premises was designed to take best advantage of proximity to the Mississippi River to facilitate increased attendance and includes substantial flood protection improvements. However, both Parties further recognize that the operation of the Premises may be compromised by flood conditions beyond the control of the City and Lessee. Accordingly, the City and Lessee agree as follows:

In the event the Lessee is required by the MWL or NAPBL to play a home game in another venue due to flooding of the Mississippi River, the City will abate the Lease Payment of Lessee owed under Section 5(a) in the amount of Eight Thousand Six Hundred Dollars and No Cents (\$8,600.00) per game ("Abatement") to a maximum of the aggregate Lease Payment collected pursuant to Section 5(a). The Abatement amount shall increase by two and one-half percent (2.5%) per annum following the first year of the original Lease (2007). Should the Lessee receive flood abatement credits in any two consecutive years, the second such year will increase the Abatement by twenty percent (20%). The Abatements will be credited to the next applicable Lease Payment or Payments under Section 5(a) but in no event shall be greater than Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000).

13. Force Majeure. Lessee and the City agree that with respect to any services to be provided, payments to be made, or action to be taken by either Party during the Term of this Lease, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental authority, the MWL or NAPBL or any entity controlling either the MWL or NAPBL, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency. The time within which such services, payments, or actions shall be performed or rendered shall be extended automatically for a period of time equivalent to the delay caused by such event. If a Force Majeure event other than a flood as described in Section 12 results in Lessee not being able to play home baseball games at the Ballpark, then obligations of either Party to make payments, as herein provided, shall be suspended for the duration of such event.

14. Hold Harmless.

(a) Lessee shall indemnify, defend and hold harmless the City, its officers, agents and employees (hereinafter referred to as "City Indemnitees") from and against any and all Liabilities (including the value of services rendered by the City's Legal Department), which may be imposed upon, incurred by, or asserted against any of the City Indemnitees occurring as a direct or proximate result of any negligent or tortuous act, error or omission of the Lessee or its officers, agents, employees, contractors, subcontractors or their representatives resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of or destruction of tangible property. Lessee's indemnification of the City Indemnitees under this Section 14(a) shall not be applicable to the extent any Liability that arises from or is a result of the negligent or willful acts or omissions of any one or more of the City Indemnitees.

(b) City shall indemnify, defend and hold harmless the Lessee, its members, Lessees and employees (hereinafter referred to as "Lessee Indemnitees") from and against any and all Liabilities, which may be imposed upon, incurred by, or asserted against any of the Lessee Indemnitees occurring as a direct or proximate result of any negligent or tortuous act, error or omission of the City, its officers, agents, employees, contractors, subcontractors or their representatives resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of, or destruction of tangible property. City's indemnification of the Lessee Indemnitees under this Section 14(b) shall not be applicable to the extent any

Liability that arises from or is a result of the negligent or willful acts or omissions of any one or more of the Lessee Indemnitees

15. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, and employees all risk of dangerous conditions, if any, on or about the Premises. It is expressly understood and agreed that the City shall not be liable for any injuries sustained on the Playing Field.

16. Insurance.

(a) The Lessee shall, at its own expense, procure and at all times during the Term, maintain with insurance underwriters authorized to do business in the State of Iowa.

(i) Commercial general liability insurance, including bodily injury, automobile coverage, umbrella and property damage coverage, which names the City as an additional insured, with limits of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate, and \$1,000,000 aggregate for products-completed operations. Such insurance shall be provided on a per occurrence basis and not on a claims-made basis and shall include coverage for Premises and operations, independent contractors, and project-completed operations. These limits shall be subject to increase from time to time by written mutual consent of parties to keep up with the CPI and market conditions, but not less than every five years.

(ii) Workers compensation insurance with limits of not less than the State of Iowa's statutory minimum requirements.

(iii) Employer's liability insurance with limits of not less than \$100,000.

(iv) Liquor liability (dram shop) insurance with limits of liability of not less than \$500,000 bodily injury to one person and \$500,000 bodily injury per occurrence, or such higher minimums as may be required by the State of Iowa.

(b) The City shall, at its own expense, procure and at all times during the Term, maintain all risk property insurance on all building structures located on the Premises. For purposes of subpart (b), additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Premises shall be covered by such all risk property insurance policy, even though such items may be removed by Lessee at the termination of this Lease.

Lessee shall be responsible for the purchase and maintenance of any property insurance covering personal property located on the Premises.

(c) The Lessee and the City mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered under the City's or Lessee's property insurance policies.

(d) Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming additional insureds and providing for thirty (30) days' notice to named insureds before cancellation, shall be delivered to City on or before the date of the beginning of the Term, and similarly for Lessee.

17. Right to Assign. Lessee may not assign or transfer this Lease to any other Person without first obtaining the approval of the City, such approval shall not be unreasonably withheld, conditioned or

delayed; provided, however, that the Lessee may sublease all or any portion of the Premises, without first obtaining the approval of the City, to any Person, for the purpose of conducting Baseball Events or Special Events as contemplated in this Lease. In the event Lessee subleases all or any part of the Premises as permitted herein, Lessee shall notify the City in writing, and in such event, Lessee shall remain liable to City under all of the terms of the Lease. Any assignment of this Lease made without the consent of the City shall be null and void, and shall confer no rights on any third Person, and shall be cause for cancellation of this Lease by the City at City's option. This provision against assignment shall be deemed a continuing covenant and shall apply not only to the Lessee herein but also to any and all successors or permitted assignees of this Lease and to anyone who may, in any manner, otherwise acquire any interest therein. Each and every covenant and agreement herein contained shall extent to and be binding upon respective the successors, heirs, administrators and permitted assignees of the Parties hereto.

18. Surrender of Premises at Termination. Lessee shall, upon the expiration or earlier termination of this Lease, surrender, yield up and deliver the Premises, including Lessee improvements in good order and clean condition, as the same are in as of the Effective Date, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or for damage without fault or liability of Lessee.

19. Quiet Enjoyment. City covenants that if, and so long as, Lessee keeps and performs its obligations under this Lease, Lessee shall quietly enjoy its rights under this Lease without hindrance or molestation by City or any other Person lawfully claiming the same by, through or under City, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

20. Termination of Lease Resulting from Material Default. All complaints shall be subject to Section 23. All disputes between the Parties shall be subject to arbitration under Section 25. In the event a Party fails to pay or perform all obligations set forth in, or otherwise act in full conformance with, an Award (as defined in Section 25) within thirty (30) days of receipt of said Award, such failure shall constitute a material default under this Lease. The non-defaulting Party may thereafter terminate this Lease upon delivery of termination notice to the defaulting Party (unless such default is cured before delivery of said notice) and such termination shall be effective upon delivery of the notice to the defaulting Party. Any such termination shall be in addition to, and not in lieu of, any other legal or equitable rights or remedies available to the non-defaulting Party.

21. Naming Rights. During the Term, Lessee may sell the naming rights to and rename Ballpark or Premises in their entirety and retain any and all revenue deriving from such a sale, with the prior written approval of the 'City, which shall not be unreasonably withheld, conditioned or delayed (the "Naming Rights"). Any such renaming shall respect and preserve the use of the name John O'Donnell in some fashion connected to a physical attribute of the Premises.

(a) Use of Ballpark Name and Logo. In any written statement, including tickets related to all Baseball Events and Special Events, the City and the Team will use the name and logo of the entity securing such Ballpark Naming Rights. The identification of the entity securing such Ballpark Naming Rights, along with the name and logo of the Team, will appear in a prominent position on the Ballpark's scoreboard, side of the Ballpark facing River Drive and the marquee in front of the Ballpark.

(b) No Naming Rights Conflict. The City agrees that it shall not print any advertisement on tickets for City-sponsored Special Events that conflicts with the major or material products or services advertised or offered for sale by the owner or licensee of such Ballpark Naming Rights without the written permission of the purchaser of such Naming Rights. Nor shall the City engage a sponsor of a Special Event which sells major or material products or services that conflicts with the major or material products or services advertised or offered for sale by the owner or licensee of the Ballpark Naming Rights without the written permission of the purchaser of such Naming Rights.

22. Continuation of Professional Baseball. During the Term, Lessee agrees:

(a) To cause the Baseball Franchise to be operated in Davenport, and to use the Premises for this purpose. In the event the Premises are not used for the operation of the Baseball Franchise on a regular season basis during any calendar year during the Term of this Lease, the Lessee shall be deemed to have breached this Lease, and shall not be entitled to the benefit of any provision of this Lease and shall not be entitled to remove permanent or non-removable capital improvements to the Premises, including additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Premises and installed by Lessee. Lessee shall not be deemed to have breached this Lease if the failure of the Baseball Franchise to operate at the Premises on a regular season basis during any calendar year is caused by reasons beyond its control, such as strikes, acts of God, war or civil disobedience, or the imposition of a rule, regulation or policy of the MWL or NAPBL which would preclude the Baseball Franchise from operating in Davenport.

(b) To cause all reasonable and financially feasible means to maintain Lessee's membership in the MWL, or its successor. In the event of the dissolution of the MWL, or in the event of Lessee's loss of membership in the MWL through no fault of the Lessee, the Lessee agrees to use all reasonable and financially feasible means to obtain membership in another qualifying professional baseball league. In the event Lessee fails to use all reasonable and financially feasible means to maintain its membership in the MWL or to obtain membership in another qualifying professional baseball league, then in any such event the Lessee shall be deemed to be in material default of this Lease. For purposes of this paragraph, "reasonable and financially feasible" shall take into consideration, among other things, Lessee's return on investment, return on franchise value and decreases in paid attendance.

(c) To not sell, transfer or convey a "Control Interest" (as defined in Major League Rule 54) in or to the Baseball Franchise, without giving the City an opportunity to purchase the Control Interest in or to the Baseball Franchise for the same price and under the same terms as set forth in the bona fide written offer (the "Right of First Refusal"). Lessee will provide the City with a complete copy of such bona fide written offer, the City shall have forty-eight (48) hours from its receipt thereof to notify Lessee of an initial response expressing its desire to pursue its Right of First Refusal option (hereinafter referred to as "Initial Response"). The City's final decision and notification to exercise its Right of First Refusal shall be made within forty-eight (48) hours (hereafter referred to as "Final Response") of the Initial Response. If the City fails to deliver to Lessee within the notification periods for either the Initial Response or Final Response to exercise the Right of First Refusal, then City shall be deemed to have waived its Right of First Refusal and Lessee may proceed with the sale, transfer or conveyance, but only on terms which are in substantial compliance with those set forth in the written offer. In the event Lessee does not consummate the transaction, then any subsequent offer received by Lessee shall be subject to the terms of this paragraph. The City shall not have the right to assign or transfer its Right of First Refusal to any other Person. The Right of First Refusal granted in this provision is expressly subject and junior to any right of first refusal, option, or similar right required to be granted by Lessee pursuant to any rules, regulation or contracts now, or hereinafter in effect, imposed by the MWL or NAPBL, or any other major/minor league professional baseball association or major league professional baseball club which has the right to impose upon Lessee such rules, regulation or requirements.

(d) City agrees to be bound by Rule 54 of the Major League Rules (entitled "Regulation of Minor League Franchises"), a copy of which is attached hereto as Exhibit "B" ("MLR 54"). City acknowledges that MRL 54 does not permit Lessee to transfer a "Control Interest" (as defined in MLR 54) in the Baseball Franchise without first receiving the approval of the MWL and the President of the NAPBL, and without being disapproved by the Office of the Commissioner of Baseball ("BOC"), determined in each of their sole and absolute discretion. Accordingly, City agrees such approvals and non-disapproval are required for any sale or other transfer of the Baseball Franchise, whether to a third party or to the City.

City agrees that (1) any purchase or transfer of the Baseball Franchise by or to the City or any third party or (2) any temporary or permanent management of the Baseball Franchise by the City or any third party, including without limitation any receiver or trustee, is subject to the prior review and approval of the MWL and the NAPBL President, and the non-disapproval of the BOC. Furthermore, the City agrees that all such approvals and non-disapprovals are determined in the sole and absolute discretion of the MWL, NAPBL President, and BOC. In the event that City desires to purchase the Baseball Franchise, whether on a temporary or permanent basis, the City agrees to obtain the prior written approval of the MWL and NAPBL President, and the non-disapproval of the BOC, in accordance with MLR 54. Nothing contained in this subsection (d) shall be deemed (i) to limit the obligations of Lessee to the City under this Agreement or any other agreement or (ii) to limit the rights of City or expand the rights of the Lessee under this Agreement or any other agreement which, in either case, are not inconsistent with the provisions of this subsection (d).

23. Complaints. Any complaints by the City with regard to the operation of the Premises shall be directed by the City Administrator in writing to the Lessee. Any complaints by Lessee directed to the City shall be made in writing to the City Administrator by an authorized officer of Lessee. Notices as provided for in this Lease shall be given to the respective Parties hereto at the respective addresses designated in Section 26 unless either Party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a Party in writing or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by United State Mail, or when said notice is otherwise delivered to the respective Party.

24. Remedies & Liquidated Damages. The Parties mutually agree that the City's motive in entering into this Lease is to ensure the long-term use of the Ballpark by the Baseball Franchise (or a successor professional baseball team). The Parties further agree that all resulting and corresponding damages caused by Lessee's failure to (i) maintain and operate the Baseball Franchise in Davenport as contemplated by Section 22(a) or (ii) use all reasonable and financially feasible means to maintain its membership in the MWL (or its successor) or, in the event of Lessee's loss of membership in the MWL (or its successor) through no fault of the Lessee, (iii) obtain, maintain and operate another professional baseball team in Davenport as contemplated in Section 22(b), would equal the sum of all unpaid Lease Payment plus \$102,000 for each full year remaining in the Primary Term as liquidated damages, and not by way of penalty. In addition, the Lessee shall not be obligated to the City for any damages, including indirect, consequential or punitive damages, except for the liquidated damages described above. This liquidated damages provision shall be the City's sole and exclusive remedy for such a default by Lessee.

25. Arbitration.

(a) The Parties shall endeavor to resolve any dispute arising out of or relating to this Lease by good faith negotiations and, if mutually agreeable, submit the dispute to non-binding mediation under the CPR Mediation Procedure then currently in effect. Unless the Parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals and shall occur in Davenport.

(b) Any controversy, claim, or question of interpretation in dispute between the Parties arising out of or relating to this Lease, or the breach, termination or validity thereof, which remain unresolved forty-five (45) days after initiation of good faith negotiations by either Party, shall be subject to arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by one arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator (the "Award") shall be final and binding, not be subject to further appeal, and may be entered by any federal or state court having jurisdiction thereof. Subject to the foregoing time period, either Party (the "Claimant") may initiate such arbitration by delivery of written notice (the "Claim") to the other Party (the "Respondent"), which shall provide a brief description of each claim relating to the dispute and include the name and contact information of Claimant's selected arbitrator.

The Respondent shall respond to Claimant in writing (the "Response") by delivery of same within ten (10) days following its receipt of the Claim, which Response shall provide a brief description of Respondent's defense to each such claim described in the Claim, any counter claims of the Respondent. Within ten (10) days of Claimant's receipt of the Response, the Claimant and Respondent shall request a list of three (3) potential, independent, neutral arbitrators, who are each experienced in arbitrating lease disputes, from the CPR Institute for Dispute Resolution (formerly known as the Center for Public Resources) or from such other mutually agreeable neutral organization. Within ten (10) days after receiving the list of potential arbitrators, the Claiming and Respondent shall choose one single arbitrator as follows: the Claimant shall strike one name from the list, the Respondent shall strike one name from the list, and the remaining named individual shall be the arbitrator. The arbitrator shall have the authority to order or grant, including specific performance of any obligation created under this Lease, the issuance of injunctive or other provisional relief, or the imposition of sanctions for abuse or frustration of purpose. The Award shall be in writing and, if requested by the Parties, specify the factual and the legal basis for the Award. The place of arbitration shall be Davenport, Iowa, or such other location that is mutually agreeable.

(c) It is the intent of the Parties that any arbitration brought hereunder shall be concluded as quickly as reasonably practicable. Rules and procedures regarding expedited arbitration proceedings shall be applicable.

(d) The arbitrator shall include as part of the Award the name of the prevailing Party and the total amount of costs and expenses incurred by the prevailing Party in the arbitration of the dispute. Such costs and expenses incurred by the prevailing Party shall include all costs and expenses arising out of or related to the dispute, including the cost and expense associated with the initiation of the arbitration proceeding, the selection of the arbitrator, the reasonable fees and costs of attorneys and experts, and any other costs and expenses incurred as a result of the arbitration of the dispute.

26. Notices. All notices required to be given hereunder by the Lessee and the City shall be in writing and addressed to the City as follows:

City of Davenport
ATTN: Mayor
226 West 4th Street
Davenport, IA 52801

With copies to the City Administrator and Corporation Counsel.

All notices required to be given by the City to the Lessee shall be similarly given to the Lessee as follows:

Main Street Iowa, LLC
ATTN: David Heller
1300 N.E. 94th Street
Miami Shores, FL 33138-2902

With copies to:

Ben J. Hayes
6161 Dr. Martin Luther King Street North, Suite #205
St. Petersburg, FL 33703

Bob Herrfeldt
8423 South Loudon Crossing Court

Fort Collins, CO 80528

27. Incorporation of Exhibits. The Exhibits identified in this Lease are incorporated herein by reference and made a part hereof.

28. Construction. The Parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Lease. As used in this Lease, the words "include," "includes," and "including" shall mean to include "without limitation" and "but not limited to." References in this Lease to a specific section (e.g., in Section X(x)) are references to such specific section of this Lease, unless such reference explicitly refers to a different document. The section headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease, in whole or in part. Any provision of this Lease that is held by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions hereof or the validity or enforceability of the offending provision in other circumstances.

29. Entire Agreement. This Lease constitutes the entire agreement between the Parties and, as of the Effective Date, supersedes, amends and replaces in its entirety any and all prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent any relate to the management of the Premises, in whole or in part. This Lease shall be construed in accordance with Iowa law. No term, covenant, condition, or breach of this Lease shall be deemed to have been waived unless such waiver is expressed in writing and executed by the Party waiving same. If any provision of this Lease is deemed invalid or unenforceable by the Arbitrator, the remainder of the Lease shall be unaffected and the application of such provision to circumstances other than those as to which it is deemed invalid or unenforceable shall not be affected thereby. Paragraph headings are inserted in this Lease for convenience only, and shall not be considered for any purpose, including the interpretation of the Lease. Time is of the essence in the performance of the Parties' obligations hereunder. This Lease may be amended only in a writing executed by both Parties.

30. Copyrighted Material. Lessee shall be responsible for the cost and expense of acquiring rights to all copyrighted materials used in connection with Baseball Events and Lessee-sponsored Special Events. The City shall be responsible for the cost and expense of acquiring rights to all copyrighted materials used in connection with City-sponsored Special Events.

In Witness Whereof, the Parties hereto have executed this Lease as of the day and year first above written.

CITY OF DAVENPORT,
acting by and through its City Council

MAIN STREET IOWA, LLC,
a Florida limited liability limited company

By: _____
Mayor

Attest:
By: _____

By: _____
David Heller, Managing Member

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Mallory Merritt 326-7792
Wards: All

Action / Date
11/18/2015

Subject:
Resolution approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning. [All Wards]

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance quality of life.

Background:
In the Spring of 2015, the City of Davenport hired a transportation planning consultant, Transportation Management and Design, Inc. (TMD), to evaluate the CitiBus route structure, opportunities for future efficiencies, and financial sustainability over time. The evaluation methods included data analysis, exploration of industry best-practices, and collaboration with local stakeholders.

Based on the methods above, TMD presented the City with a final proposed plan in early October. The plan focused on increased system efficiencies, shorter customer commute times, and expanded hours. During the week of October 19, City staff and the consultant conducted public outreach to gain comments and feedback on the proposed plan. Outreach included four formal presentations, several drop-in sessions at local transit hubs, the creation of a website focused on gaining feedback, and several interviews.

The attached plan includes some modifications gained from the public outreach effort and will:

- extend evening/weekend hours to create an all-day, all-week network;
- improve frequencies/spans of service while maintaining access;
- increase speed of service and reduce travel time;
- make routes easier to utilize;
- operate bi-directional service;
- respond to financial constraints and allow for fiscal sustainability.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution 2015 Public Transportation Plan
▣ Backup Material	Updated 2015 Public Transportation Plan

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

Resolution No. _____

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the 2015 Davenport Public Transportation Plan containing a new route structure and authorizing staff to begin operational planning.

WHEREAS, the City acquired a consultant, Transportation Management and Design, Inc. (TMD), to evaluate the City's public transit system; and

WHEREAS, the City recognizes the importance of providing an efficient and dependable public transportation system for its users; and

WHEREAS, the 2015 Davenport Public Transportation Plan will allow for shorter customer commute times, greater system efficiencies, and expanded service hours; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, that the attached 2015 Public Transportation Plan is adopted and staff is authorized to develop an operational plan in accordance with the 2015 Public Transportation Plan.

Approved:

Attest:

William Gluba, Mayor

Jackie E. Holecek, City Clerk



Davenport Public Transportation Plan

November 2015

Prepared by:





Table of Contents

Introduction.....	3
Study Process.....	3
Existing Conditions.....	4
CitiBus Service.....	4
Network Structure.....	4
Stakeholder Input Key Findings.....	7
Market Assessment Key Findings	7
Service Evaluation Key Findings	8
Service Allocation Policy	10
Mobility Market Priorities	10
Service Warrants.....	11
Service Design Considerations	14
CitiBus Network Recommendations.....	17
The Proposed CitiBus Network	17
Appendix	25
Individual Route Recommendations	25

Introduction

Over the past eight months, a Comprehensive Operations Analysis (COA) was conducted as part of the *Davenport Public Transportation Study* for the CitiBus transit network. The COA reviews the broader network structure as well as individual route performance to provide CitiBus with a comprehensive understanding of their market conditions and service performance. The findings led to the development of a Service Allocation Policy that defines the framework and guiding principles for the design and allocation of transit service in Davenport. Out of the Service Allocation Policy came the *Davenport Public Transportation Plan*, a set of recommendations and service scenarios designed to build upon the network's market opportunities and performance strengths, to maximize ridership, to improve the overall passenger experience, and to maintain the financial sustainability of CitiBus.

Study Process

The *Davenport Public Transportation Study* began in March 2015 with an extensive data collection effort. A comprehensive ridecheck was conducted to gather passenger activity, travel time, and on-time performance information on all fixed-route trips operated by CitiBus. Additionally, over 500 passenger questionnaires were collected during the ridecheck, which provided crucial information on the demographics and preferences of CitiBus riders. An additional 100 stakeholder interviews were conducted to gain insight into community priorities and the most pressing CitiBus service improvements requested. Approximately 50 stakeholder interviews were conducted with CitiBus passengers at the Ground Transportation Center (GTC) in downtown Davenport, while the remaining interviews were held with elected officials and representatives from community groups.

The findings from the data collection and stakeholder outreach efforts formed the basis of the analysis of market and service trends. This analysis served as the foundation of the Market Assessment and Service Evaluation reports that each identified key findings and strategies to improve the CitiBus transit network. These findings and strategies were used to develop the Service Allocation Policy and network service recommendations for the *Proposed Davenport Public Transportation Plan*.

The *Proposed Davenport Public Transportation Plan* was shared with the public in October 2015 through a series of public open houses, pop-up meetings, and engagement through the City of Davenport website. Public comments received during the outreach effort were incorporated into the recommendations presented in the final *Davenport Public Transportation Plan*.



Existing Conditions

An analysis of existing conditions provided a framework for the evaluation of CitiBus service and insight into the strengths and opportunities present in the current system.

CitiBus Service

Davenport is the largest of the five jurisdictions in the Quad Cities area and the third largest city in the State of Iowa, with a population of roughly 102,000. It spans a geographic area of 63 square miles, and CitiBus has a service area of 30 square miles. CitiBus makes connections with Bettendorf Transit in both Davenport and Bettendorf, Iowa and MetroLINK in Rock Island, Illinois.

CitiBus operates 16 fixed-route services on weekdays and 14 on Saturdays. There is no service provided on Sundays. Service span ranges from 6:00 AM to 6:00 PM on weekdays and 9:00 AM to 6:00 PM on Saturdays. CitiBus carries an average of approximately 4,300 riders on weekdays and 3,450 riders on Saturdays.

Free fares are offered to the general public on Saturdays and to Davenport Public Schools, Kaplan University, Palmer College of Chiropractic, and St. Ambrose University students with a valid school ID. All other students, riders over the age of 60, Medicare cardholders, unemployed riders, and disabled riders are eligible for a half fare of \$0.50 per ride. St. Ambrose, Kaplan and Palmer Universities provide subsidies for their students on a per ride basis, while the Davenport City School District pays a flat fee.

Network Structure

CitiBus operates a hub-and-spoke transit network, a service structure typically utilized in areas where transit is oriented around providing extensive lifeline service coverage with low service frequencies. It allows passengers to transfer between routes at hub locations, often via time-coordinated transfers, rather than at on-street locations. The current CitiBus network features two major and three minor transfer hubs:

Major Hubs:

- Ground Transportation Center (GTC): The GTC serves as the primary transit hub for residents of Davenport. It is a transfer point for ten CitiBus routes as well as Trailways, MegaBus and Greyhound services and provides connections to both Bettendorf Transit and MetroLINK via CitiBus routes.
- Welcome Way Hub: Welcome Way Hub is a central network hub located adjacent to North Park Mall in Davenport approximately three miles north of the Ground Transportation Center. The hub serves as a transfer point for five routes within the CitiBus network. The hub requires significant vehicle circulation through both the Mall and adjacent streets given its location on a one-way street segment.

Minor Hubs:

- Rock Island District Station: At the Rock Island District Station transfer hub, Davenport CitiBus riders on Route 7 can connect with Rock Island MetroLINK Routes 10, 30, 40, 53, and 60. This is the only transfer point between CitiBus and MetroLINK services.
- Bettendorf HUB: The Bettendorf HUB allows CitiBus riders on Route 10 to transfer to all of the Bettendorf Transit services. This hub is being relocated from State & 20th Streets to Lincoln and Kimberly Roads.
- Northridge Shopping Center: The Northridge Shopping Center at 53rd Street and Utica Ridge Road serves as a second transfer opportunity between the CitiBus and Bettendorf Transit systems. At the shopping center, CitiBus Route 12, 14, and 53 riders can connect with Bettendorf Transit Route 5.
- St Ambrose Hub: St Ambrose University Hub at Locust and Gaines provides transfers between CitiBus Routes 10, 15 and 22 to help connect riders between downtown and destinations on Locust Street or get to the northwest parts of town.

While the CitiBus network is designed with a hub-and-spoke structure, this is not an ideal structure for the delivery of efficient and effective transit service. The lack of cross-town service requires that passengers transfer between routes and often travel out-of-direction to get from one end of town to the other. Short trips become unnecessarily lengthy and passengers are discouraged from using transit to get to their destination.

Conversely, a grid network increases connectivity and offers efficient pathways for both pedestrians and transit vehicles. A grid minimizes the number of turns a bus takes and provides continuous service along corridors, which reduces out-of-direction travel, transit running times, customer travel times, and unproductive service duplication. While there is a place for infrequent lifeline coverage service in a transit system, the recommendations will explore opportunities to move CitiBus towards a more hybrid network that incorporates elements of a grid system in the core areas of Davenport where CitiBus has market opportunities to attract new transit lifestyle riders who embrace sustainable mobility (walking, biking, riding transit). ¹

¹ Transit riders fall into two categories: lifeline and lifestyle. Lifeline riders, also referred to as basic mobility riders, depend on transit service for their daily travel needs. Lifestyle riders choose to use transit service over other available options because they are attracted to the service for reasons such as convenience, affordability, personal preference, or environmental sustainability.

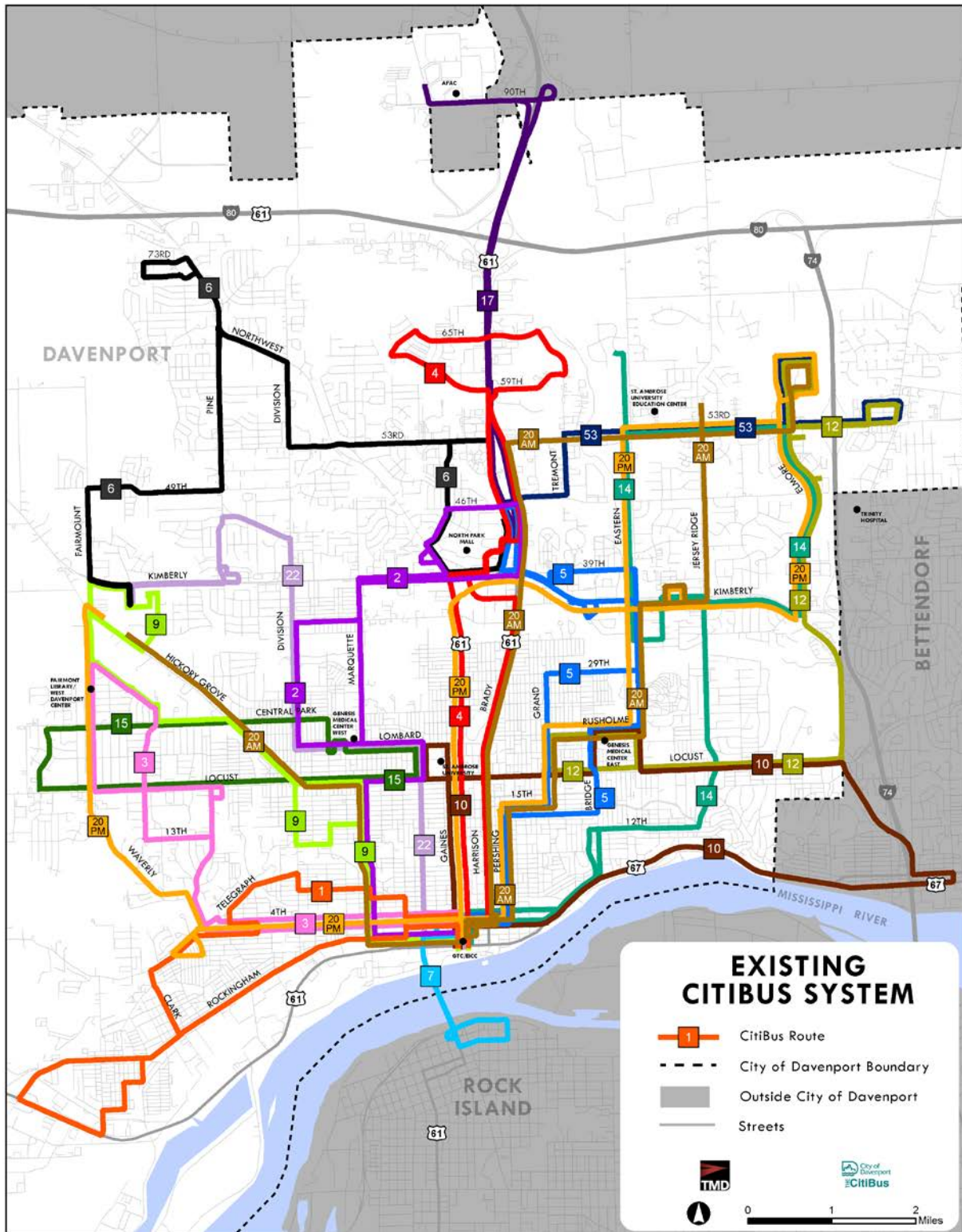


Figure 1: Existing CitiBus Route Network

Stakeholder Input Key Findings

Feedback from key stakeholders, riders, and non-riders is crucial to ensuring the policy meets both the real and perceived mobility needs of the community. In March and April 2015, an extensive public outreach effort was conducted to reach the community and gain their input on the role for transit within the City of Davenport. Outreach efforts included one-on-one interviews with riders, drivers, and Aldermen; stakeholder group meetings with representatives from local organizations; and the development of a project website to reach out to other individuals interested in contributing to the project. Additionally, over 500 rider surveys were collected as part of the on-board system ridecheck. Key findings from stakeholder interactions are as follows:

- All groups agreed it is important to provide high quality transit service for both lifeline and lifestyle riders. Public transit has an obligation to serve lifeline riders, those who rely on transit for daily mobility. On the other hand, groups recognized the importance of attracting lifestyle riders, those who choose to take transit over other forms of transportation, in order to create a better urban environment, increase system ridership, or just improve riders' quality of life.
- Surveyed riders were asked what would encourage them to ride transit more often, three of the top four improvements were related to increasing service hours, with the highest ranked improvement being the introduction of Sunday service (48 percent) and respondents would rather have later hours (30 percent) than earlier hours (12 percent). While extended service hours placed in three of the top four improvements, the fourth item, second most popular, was increased frequency of service, with 41 percent of respondents saying they would like the bus to operate more often, i.e. bus arriving at a location every 15 minutes instead of every 60 minutes.
- When interviewed riders were asked why they did not use transit more often, the number one response was that they would have to make too many transfers to reach their destination.
- Current service hours do not lend themselves to transit use for work except for traditional 9-5 jobs, which are a limited work type in Davenport. Lack of evening service prevents many people from taking second and third-shift jobs because they cannot use transit service to get to or from work.
- The 53rd St, Kimberly Rd, Harrison St, and Brady St corridors have all been identified as priority transit corridors. The current frequencies on these corridors are not enough to generate desired ridership levels. The same priority transit corridors, as well as Locust Street, were identified in *Davenport in Motion*.
- Connections with MetroLINK and Bettendorf Transit should be improved.
- Many people do not use the system because they do not understand it and cannot figure out how to get where they need to go.

Market Assessment Key Findings

Understanding the population and employment characteristics, geography, and profile of existing riders are all key components of creating a transit network that meets the mobility needs of Davenport residents and visitors. The relationship between the location of housing, jobs, schools, healthcare, social



services, and entertainment facilities to one another has significant implications for the ability of transit to provide efficient and effective mobility within the community. The *Market Assessment* evaluates which areas within the City may generate more transit ridership in order to ensure that service operates in areas and at frequency levels that are tailored to match market demand.

- Key corridors such as Locust Street, Brady Street, and Harrison Street have characteristics that indicate they could support a transit network focused around creating a sustainable mobility lifestyle for residents. Higher densities, mixed residential and commercial land use and the presence of short pedestrian blocks all contribute to the strength of these corridors.
- A majority of the City of Davenport is characterized by low-density automobile-centric development that is difficult to serve efficiently with fixed-route transit. Pedestrians have long walks to major corridors, which encourages routes to deviate into neighborhoods, reducing the efficiency of the network.
- Many key ridership generators such as major retail centers, apartment complexes, and other activity centers are located off of major corridors, making them difficult to serve efficiently with transit. This has led to a number of out-of-direction deviations that add cost and customer travel time to service.
- The typical CitiBus rider is low-income, dependent on transit service for daily mobility needs, uses the service to get to and from work or school, and rides the service five to six days a week.

Service Evaluation Key Findings

The *Service Evaluation* provides a data-driven understanding of the performance and characteristics of existing CitiBus service which will inform future recommendations and system improvement decisions. This evaluation identifies current successes and challenges in the CitiBus service area and opportunities for optimizing use of resources, improving quality of service, growing ridership, and addressing unmet community mobility needs.

- Varying market conditions result in wide ranges in route performance. Some markets are better-suited for successful transit than others, and CitiBus service is more cost effective in areas with stronger markets for transit, particularly linear corridors with higher population and employment densities and a mix of land uses (as shown in the Figure 2 CitiBus Weekday Boardings map below).
- Alignment greatly affects a route's productivity. More direct routes are more productive than routes with circuitous alignment or multiple deviations – customers are less attracted to the service and it requires more resources to operate, both making service less productive.
- CitiBus employs a hub-and-spoke network structure. The majority of boardings occur at transfer hub stops, which are also often key destinations, such as North Park Mall or Wal-Mart.
- The concentration of ridership on just a few routes presents affordable opportunities for improvement. Investing in the top three ridership routes will benefit more than one in every three passengers. If transfers are included, over half of all riders will benefit from improving the top three routes.
- Consistently, Routes 4, 7, and 22 exhibit the strongest performance while Routes 12, 14, and 53 have the lowest performance.

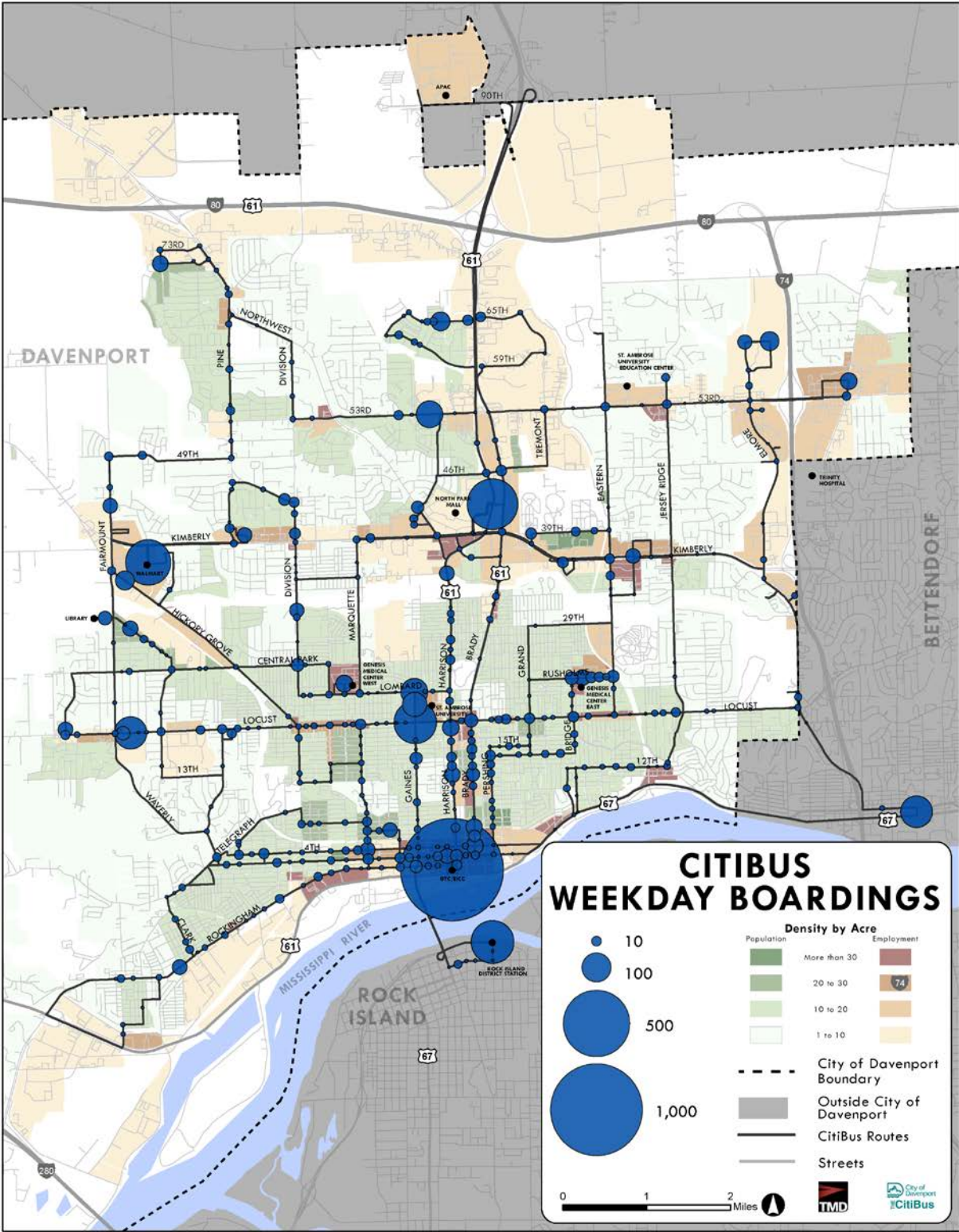


Figure 2: CitiBus Weekday Boardings by Stop



Service Allocation Policy

The Service Allocation Policy establishes a set of service standards to guide the design and operation of public transportation service in the City of Davenport. The policy is designed to help Davenport CitiBus make informed policy decisions on existing and future service changes.

As the City of Davenport grows into the future, it has important decisions to make regarding how it will choose to develop. *Davenport 2025* and *Davenport in Motion* created a future vision for the City of Davenport, a vision that embraces an enhanced pedestrian environment, multi-modal public transportation network, and reduced reliance on automobiles. The Service Allocation Policy works towards designing a public transit network to help the City realize that future while maintaining current mobility responsibilities and improving CitiBus efficiency and effectiveness.

Mobility Market Priorities

The CitiBus transit network will serve a key role in public mobility as Davenport continues to grow and develop into the future. The future vision for Davenport growth as outlined in *Davenport in Motion* and *Davenport 2025* includes high frequency transit corridors that traverse the city and support higher density, mixed use development in the core urban area. The coordination between more intense development in the core and higher frequency service on key corridors will cost-effectively increase ridership and transit mode share in Davenport.

This vision highlights the City's desire to increase the market base for transit ridership in Davenport. Currently, CitiBus operates a system focused on providing lifeline mobility options for those without transportation alternatives. The current network has the benefit of providing convenient access to service for those who rely on it. However, this comes at the cost of infrequent service, one-way service operation, and a confusing route structure, which discourages those who have a viable alternative from choosing to use the service.

In order to have a city like the one envisioned in *Davenport 2025*, residents must choose to make transit a part of their daily lifestyle. This requires having a transit system that provides all-day, all-week service so residents can use the network for all of their trip purposes. It also requires a network with spontaneous use frequencies, service frequencies of 15 minutes or better, where riders do not have to actively plan their trips and daily activities around transit schedules. This Service Allocation Policy strives to find a balance between continuing to provide basic needs service for those who rely on transit while delivering service that appeals to the discretionary rider as well.

Service Warrants

Davenport CitiBus serves the largest community in the Quad Cities with limited resources. Service warrants provide a way to determine which areas within the service area have both the passenger demand and performance potential to produce cost-effective fixed-route transit service. Providing a set of guidelines for which areas warrant service will help CitiBus respond to future community requests for new service. The development of service warrants considers both the needs and the opportunities of Davenport residents.

The following are considerations that should be taken into account when evaluating potential for new fixed-route service. In order to maintain financial stability, it is important that new services are projected to perform at or above the system average. Planning routes around these guidelines will help ensure successful performance of new routes and the overall network.

Network Role

New services should be evaluated in the context of the overall transit network. Each new route in the network will have a unique role, whether that is facilitating transfers with existing services, introducing service coverage to a recent development that warrants transit service, or providing connections between current routes and major destinations. While successful new routes connect with existing services, they should not unproductively duplicate existing service or compete for passengers.

Market Opportunities

As shown in Figure 3, there is a strong correlation between service performance and surrounding population and employment densities: the more people with access to a route, the higher the route's potential ridership. Davenport is comprised of multiple market typologies, each with a different potential for ridership generation and service performance. Population-dense areas tend to coincide with mixed-use neighborhoods, walkable environments, and higher populations of transit-friendly constituencies such as younger workers, students, seniors, zero-vehicle households, and low-income populations. CitiBus route segments that perform above system average operate in areas with above average population and employment densities. At higher densities, transit has the opportunity to play a meaningful role in public mobility for all types of trips. Areas with lower densities are not considered to be supportive of fixed-route service and should not be recommended for new or improved service. Areas in this category that have unmet needs may be served by alternative options to fixed-route service in order to sufficiently meet their mobility needs.

Future Development Location Decisions

CitiBus staff and the City of Davenport should work closely with business owners, schools, entertainment industries, residential developers, etc. when presented with a proposal for a new development. While land is often readily available and less expensive in areas around the fringes of urban development with low population and employment densities, locating new developments in such areas presents significant implications for transit service. Any expansion in CitiBus service area requires the use of additional resources, both for fixed-route service and complementary paratransit service. While new developments themselves may



generate considerable ridership, when they are located away from transit-productive areas, they require CitiBus to expend unproductive resources to access the remote location.

Considerations for effectively delivering transit service to a new facility should be included as part of the initial location decision process for any new development wishing to be served by CitiBus. New developments that want transit service should locate themselves along existing transit corridors. Locating ridership-generating developments along corridors previously identified as candidates for transit investment will only strengthen the case for additional service investment in these areas.

This policy for future development location decisions is in line with *Davenport 2025*, which envisions a sustainable city and emphasizes infill development and increasing the population and employment densities of Davenport's existing core urban area.

Unmet Mobility Needs

In addition to trying to attract choice riders, CitiBus should consider the mobility needs of transit-dependent populations when evaluating where to operate service. In assessing the area's demand for transit service, it is important to examine the presence of these demographic groups and whether any unmet needs are present. Census tracts currently served by CitiBus with minority or low-income proportions above the service area average are covered by Title VI regulations. Other populations such as seniors, the disabled, zero-vehicle households, and youth/students should also be considered as these demographic groups are more inclined to use transit than others. Implementing routes that serve higher concentrations of these transit-prone groups increases their performance potential.

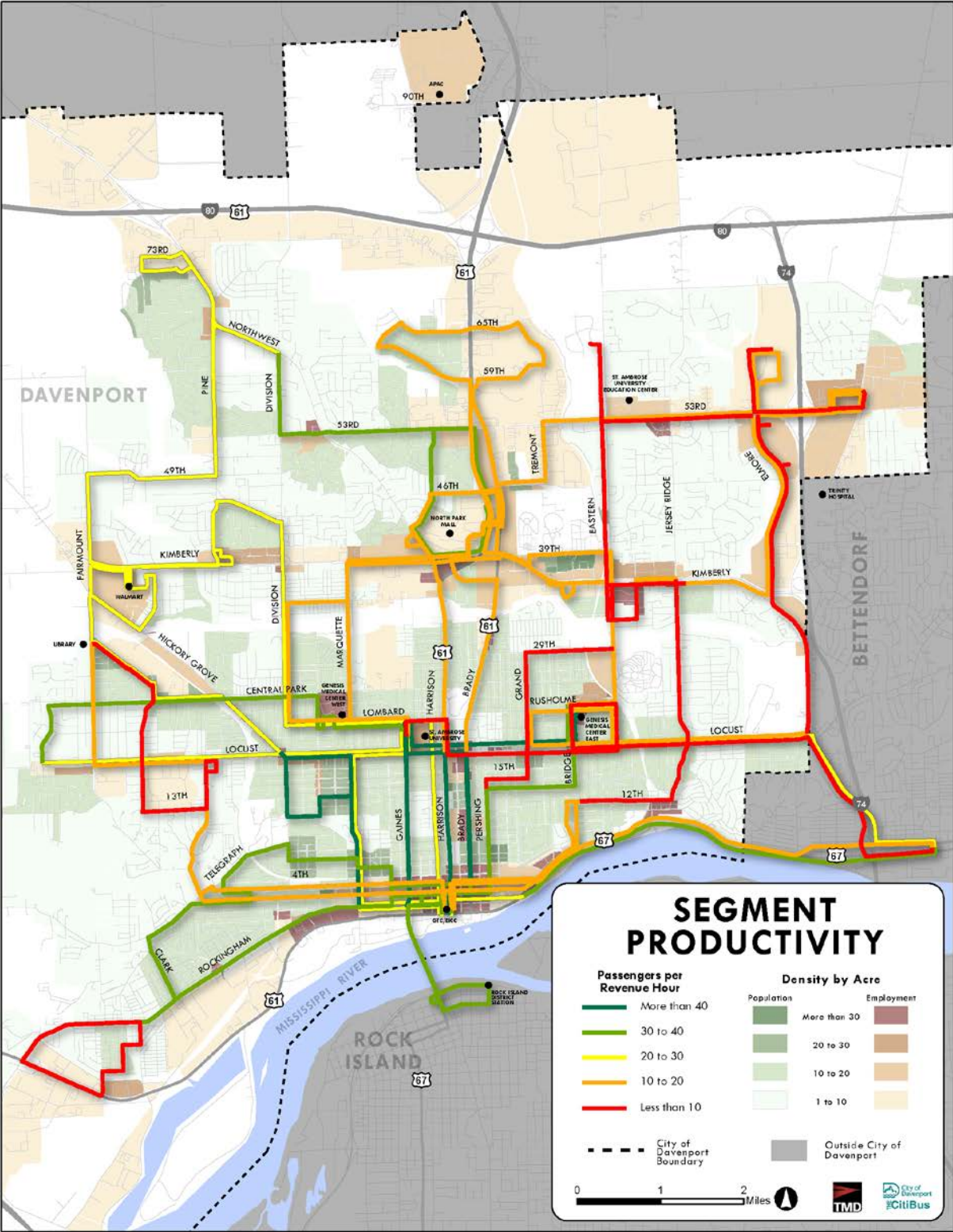


Figure 3: CitiBus Productivity by Route Segment



Service Design Considerations

Service design standards refer to how transit service is designed, implemented, and operated on the street. The standards outlined in this section are intended to be guidelines for how service should be delivered to both attract the market groups identified in the previous sections and to optimize the use of limited resources. Network and route design directly impact service performance, making these guidelines important to maintaining financial sustainability.

Network Design

The Davenport CitiBus service area is comprised of varying levels of population and employment densities. Transit supportive street networks and development tend to be concentrated south of Locust Street between Division Street and Bridge Avenue. CitiBus serves areas with a variety of mobility needs and service warrants: some areas are supportive of transit lifestyle service such as the Brady/Harrison corridor while others warrant infrequent basic needs service. Working within the constraint of limited resources, CitiBus must strive to match resource investment to mobility needs to ensure maximized gains from ridership. The challenge is creating a cohesive network that combines areas that warrant different levels of service investment and transit supply.

CitiBus currently operates as a hub-and-spoke network. This is the most efficient configuration for connecting passengers at key hubs, but it means that many trips involve at least one transfer and often require out-of-direction travel. To reduce total travel time and encourage passengers to use the system for more discretionary travel, CitiBus should move away from the current basic needs low-frequency hub-and-spoke system to one that focuses on providing more frequent services on strong, linear, mixed-use corridors. The key corridors that warrant the greatest span and frequency investment include Brady/Harrison/Rock Island, Locust Street, and Kimberly Road.

The Brady/Harrison corridor is the spine of the network, providing a direct north/south connection between North Park Mall, St. Ambrose University, downtown Davenport, and connections with MetroLINK in Rock Island, IL. The Brady/Harrison/Rock Island corridor is a strong mixed-use corridor ideal for generating transit lifestyle ridership.

Locust Street and Kimberly Road are also strong mixed-use corridors that provide east/west cross-town service and connections to the new Bettendorf transit hub. They complement the strong north/south movement of the Brady/Harrison/Rock Island corridor, and together, all three corridors form the underlying structure of a strong transit network for Davenport.

Service Frequency

Frequency of service is the number one factor that attracts new riders to a system. Routes with spontaneous-use frequencies (service every 15 minutes² or better) benefit passengers by reducing their out-of-vehicle wait times. At these “spontaneous-use” service levels, passenger reliance on consulting timetables and planning

² Spontaneous use, “show and go” customers begin to use transit when frequencies reach 15 minute intervals. At 12-13 minute service levels ridership is split approximately 50:50 between spontaneous use and planned arrivers. Spontaneous use swells at 10 minute or better frequencies. Wait time tolerances also vary with trip length; shorter trips like those in a city like Davenport are more sensitive to the “out-of-vehicle” wait time making high service frequencies on key spine corridors critical for overall network success.

their arrival at bus stops is less necessary. Higher bus frequencies also provide better connections with other transit services which maximizes network benefits by enhancing the transfer experience. Systems with spontaneous-use service frequencies attract “lifestyle” transit riders, those who choose to use transit [and walking and biking] over other transportation options. It also encourages current riders to use the system for more trip purposes throughout the day and week and reduces rider attrition by maintaining transit system value over the long term. Each of these factors lead to overall system ridership growth, increasing transit’s mode share throughout the city and region.

Currently, CitiBus services operate every 30 or 60 minutes. This type of basic needs “lifeline” network coverage provides service to those who must rely on transit for their mobility. However, the very low frequency leaves passengers with little flexibility in their travel and requires that they plan their trips around the bus schedules. *CitiBus can increase system ridership by creating a better balance between basic needs and lifestyle service delivery.*

Headways should be designed as “clock-face” where the same times repeat each hour (i.e. headways that divide into 60, where service operates every 10, 15, or 30 minutes) at key time points. This makes service easier for customers to remember and use without consulting schedules. Clock-face headways also allow for consistent transfers between services throughout the day.

Service Span

Service span is the hours and days of operation of a route. It affects ridership by limiting when passengers can travel and often affects both ends of a trip, as riders often will not use transit service to get somewhere if they cannot use it to get back. Greater service span provides more travel flexibility and improves the customer experience. The introduction of an all-day, all-week network will allow CitiBus to capture additional riders who are currently limited in their travel options by the short service span. Limited service hours require those needing to travel at other times to find an alternative travel option, which they may continue to use on days when transit service is available. Research has shown that travel patterns on Sundays are very similar to those on Saturdays, though most trips occur over a shorter time span. Providing Sunday service is a critical component of developing a market of lifestyle transit riders.

Routes with similar network roles should have similar spans in order to facilitate travel throughout the Quad Cities. Service spans may need to be adjusted on certain routes depending on the operating hours of connecting services such as MetroLINK or Bettendorf Transit. The recommended service spans in the table below are centered on the closing times of major retail centers like North Park Mall. As North Park Mall is a major employment center, destination, and transfer hub, it is important to continue to operate transit service long enough to ensure customers and workers can return home after the mall closes.

SERVICE SPANS		
Weekday	Saturday	Sunday
6:00AM-10:00PM	8:00AM-10:00PM	8:00AM-7:00PM



Route Design

Route Alignment

CitiBus routes should be designed to serve origins and destinations via direct pathways, minimizing out-of-direction movements. This provides a faster trip to attract more customers and fare revenue, while minimizing the operating cost of providing service. However, deviations which serve high volumes of passengers may occasionally be warranted. Wherever feasible and appropriate, bus routes should serve major arterial streets with a good pedestrian environment, avoiding smaller neighborhood streets and parking lots.

Service should also operate bi-directionally on all transit corridors. While one-way service allows CitiBus to appear to expand the geographic extent of its service coverage, the quality of service provided does not justify the investment in resources. One-way service requires that passengers travel out-of-direction for considerable distances in order to arrive back at their original destinations.

Route Spacing

Routes should be spaced to balance pedestrian access with service coverage. Routes spaced too close together compete for ridership and use resources that could be more effective if placed elsewhere, while routes spaced too far apart do not provide convenient access for passengers. Routes should be spaced no closer than $\frac{1}{2}$ mile apart and no farther apart than one mile where the necessary densities and service frequencies are present. $\frac{1}{2}$ mile spacing means that most passengers do not have to walk further than a $\frac{1}{4}$ mile to access service, a five-minute walk for the average pedestrian.

Approachability

The approachability of a system refers to how easy it is for a passenger to navigate and understand a system. Systems that are approachable increase passenger level of comfort and willingness to use public transit. People are more likely to use transit if they can easily understand maps, schedules, and route alignments.

The existing CitiBus route structure is such that it is very difficult for a rider to understand where the bus goes. In the on-board passenger survey, riders ranked “driver knowledge of the system” as the most positive attribute of CitiBus service. This is a testament to the fact that riders rely on drivers to help them navigate the system and get them to where they need to go. Streamlining the system by concentrating service on strong linear corridors and reducing out-of-direction movements will make the system easier for riders to understand thereby growing system ridership.

Bus Stop Locations

While CitiBus currently operates as a flag stop transit system with few posted bus stops, CitiBus service should be designed around a designated stop system. Having designated stops improves bus speeds, operational efficiencies, and on-time performance.

Introducing designated stops involves balancing access to service and minimizing travel delay. Too many stops slow down a route, making it less attractive to passengers, while too few stops make the system difficult for riders to access. In order to achieve this balance, stops should be spaced no closer than every quarter of a mile.

CitiBus Network Recommendations

The development of the service recommendations took into consideration the findings from the Market Assessment, Service Evaluation, Stakeholder Input Summary, public comments, and the framework developed as part of the Service Allocation Policy. Recommendations balance data-driven findings with community and stakeholder input to maintain network coverage while improving service on high performance corridors, maximizing system ridership, and making the system more attractive to future riders. Recommendations were also based around City of Davenport's need to reduce its operating subsidy in order to allow CitiBus to remain financially sustainable.

The Proposed CitiBus Network

The approach to the recommendations follows the guidelines from the Service Allocation Policy and builds the network from the top down focusing on implementing linear service on strong mixed-use corridors first and then adding in supplemental routes as warranted by ridership demand and travel patterns. The design of the network moves away from a hub-and-spoke style network centered on the Ground Transportation Center (GTC) to one that begins to resemble a grid design. The introduction of cross-town service allows riders to travel across the city without having to transfer, which is not possible in the current network.

The spine of the network is the north/south route along the Brady/Harrison corridor continuing over the Mississippi River into Rock Island. This corridor was identified as the strongest transit corridor in the city due to the presence of mixed-use development, multiple key destinations, and connections to Rock Island's MetroLINK transit service. This route is proposed to operate every 20 minutes during peak periods (6:00-9:00 AM and 3:00-6:00 PM) and 30 minutes during the middle of the day on weekdays.

The north/south spine is complemented by east/west service on the Locust Street, Kimberly Road, and 53rd Street corridors. Locust Street and Kimberly Road were identified in the *Market Assessment* and *Service Evaluation* as linear, mixed-use corridors with strong potential for lifestyle transit ridership. The Locust Street service connects to Bettendorf Transit's new hub on Lincoln Road. The Locust and Kimberly services are proposed to run every 30 minutes during the peaks on weekdays and 60 minutes during the rest of the day. East/west service on 53rd Street completes the grid framework of the network by providing cross-town service on the northern end of the city to jobs and retail centers while also connecting with Bettendorf Transit at Northridge Shopping Center. Service on 53rd Street is proposed to run every 60 minutes.

The remaining routes provide supplemental east/west and north/south service along corridors identified as having strong service performance and high ridership potential. These routes are designed to maintain connections between key destinations and residential neighborhoods while minimizing service duplication. Generally, these routes are proposed to operate every 60 minutes. The exception is the Rockingham route, which will operate every 30 minutes all week.

There are no proposed changes to the market-tailored services to APAC (Route 17) and the Handicapped Development Center (Route 20).

Figure 4 shows a map of the proposed CitiBus route network.

More details on the individual route recommendations can be found in the Appendix.

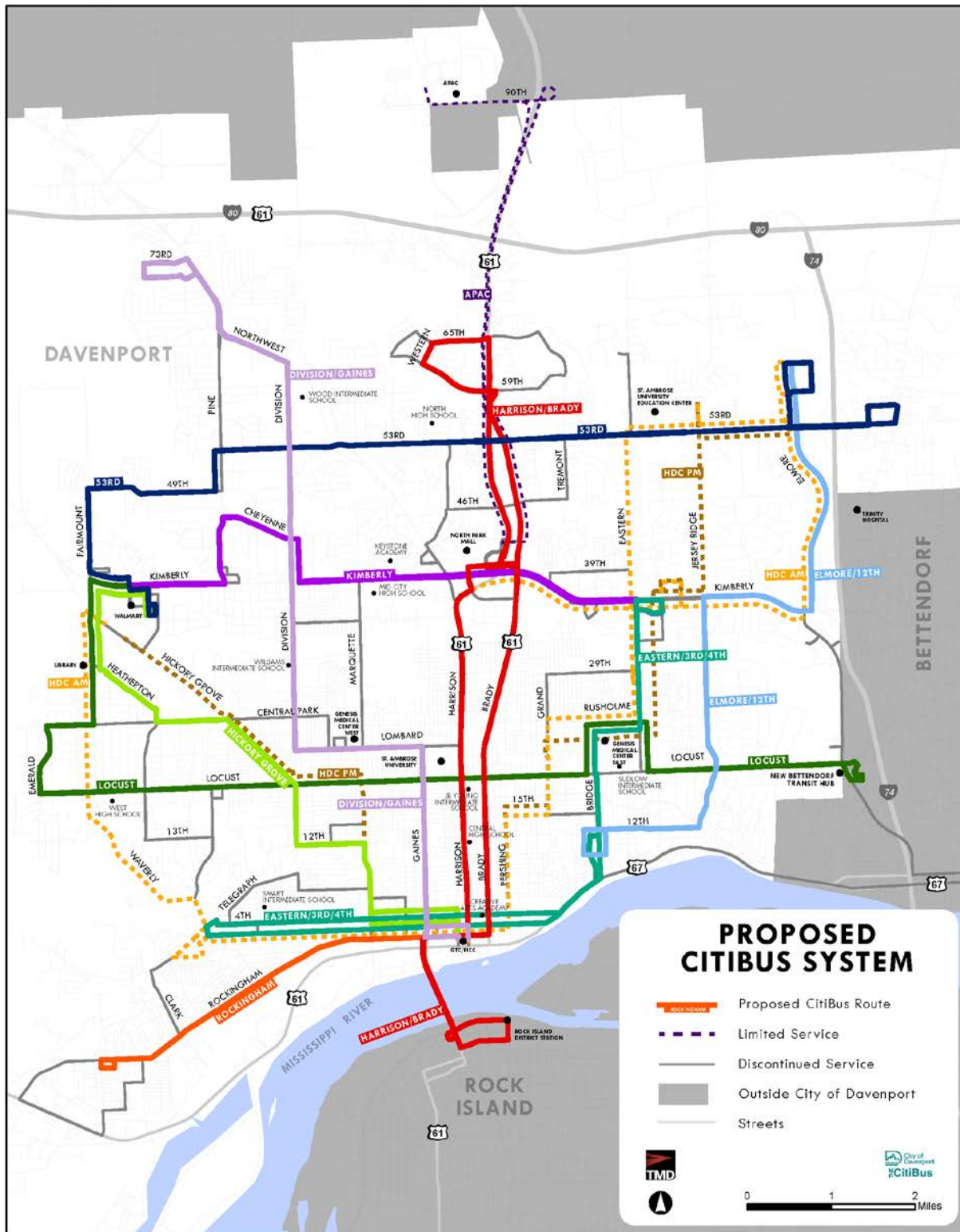


Figure 4: Proposed CitiBus Network

In addition to restructuring the route network, the Plan also makes significant progress towards the introduction of all-day all-week transit service. The Plan introduces Sunday service on all routes from 9:00 AM to 4:00 PM. Sunday service was the number one requested service improvement riders and stakeholders said they would like to see in the system. Riders who work on Sundays are forced to find alternative means of transportation to work. Having all-week service also attracts new riders to the system by increasing flexibility in travel options.

The Plan also calls for extending weekday and Saturday service to 7:00 PM from the current 6:00 PM end time. Later service hours on evenings was the second most requested service improvement, as many riders are limited in their ability to travel around Davenport after 6:00 PM. Many riders are unable to catch the last bus after getting off work and many are limited in their ability to participate in evening group meetings, school extracurricular activities, or social recreational activities.

Table 1 summarizes the span and frequency for the proposed CitiBus route network.

DAVENPORT PUBLIC TRANSPORTATION PLAN						
Route Name	Weekday		Saturday		Sunday	
	Frequency	Span	Frequency	Span	Frequency	Span
Brady/Harrison	20 peak/30 off-peak	6:00 AM – 7:00 PM	30	9:00 AM – 7:00 PM	30	9:00 AM – 4:00 PM
Locust	30 peak/60 off-peak	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Kimberly	30 peak/60 off-peak	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Rockingham	30	6:00 AM – 7:00 PM	30	9:00 AM – 7:00 PM	30	9:00 AM – 4:00 PM
Eastern/3 rd /4 th	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Division/Gaines	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
53 rd St	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Hickory Grove	60	6:00 AM – 7:00 PM	60	9:00 AM – 7:00 PM	60	9:00 AM – 4:00 PM
Elmore/12 th	60	8:00 AM – 9:00 AM 5:00 PM – 6:00 PM	60	9:00 AM – 10:00 PM 5:00 PM – 6:00 PM	N/A	N/A

Table 1: CitiBus Network Frequency and Span

*Peak periods are defined as 6:00-9:00 AM and 3:00-6:00 PM.



Customer Benefits

Optimizing the use of available resources allowed for the following benefits to existing and potential riders:

- New all-day Sunday service from 9:00 AM to 4:00 PM.
- Expansion of weekday and Saturday services hours one hour later to 7:00 PM.
- The streamlined, direct, linear alignments are easy for riders to understand, attracting more users to the system.
- Elimination of out-of-direction and one-direction service reduces travel time, improving the on-board experience for riders while maintaining short walking distances to access the network.
- Riders can travel east/west across town and north/south directly to downtown Davenport and Rock Island without having to transfer.
- Improved frequency on Brady/Harrison, Locust, and Kimberly corridors during peak periods (6:00-9:00 AM and 3:00-6:00 PM).

Customer Impacts

The recommendations focus on maintaining convenient transit access to the majority of existing transit riders by continuing to serve major ridership corridors and key destinations. In the majority of cases where service is discontinued on a route segment, the segment is within a short $\frac{1}{4}$ walk of the proposed network.

The proposed network continues to serve 99 percent of existing riders. Only 47 boardings (out of 4,316 average daily boardings) currently board outside a $\frac{1}{4}$ mile (5-minute walk) of the proposed network. This number reduces further to just 27 boardings outside a $\frac{1}{2}$ mile (7-minute walk) of the proposed network.

Figure 5 shows the stops no longer within a $\frac{1}{4}$ and $\frac{1}{2}$ of a mile of the proposed network.

Additionally, in order to help afford the service improvements, the regular \$1.00 weekday fare will be charged on Saturdays and Sundays.

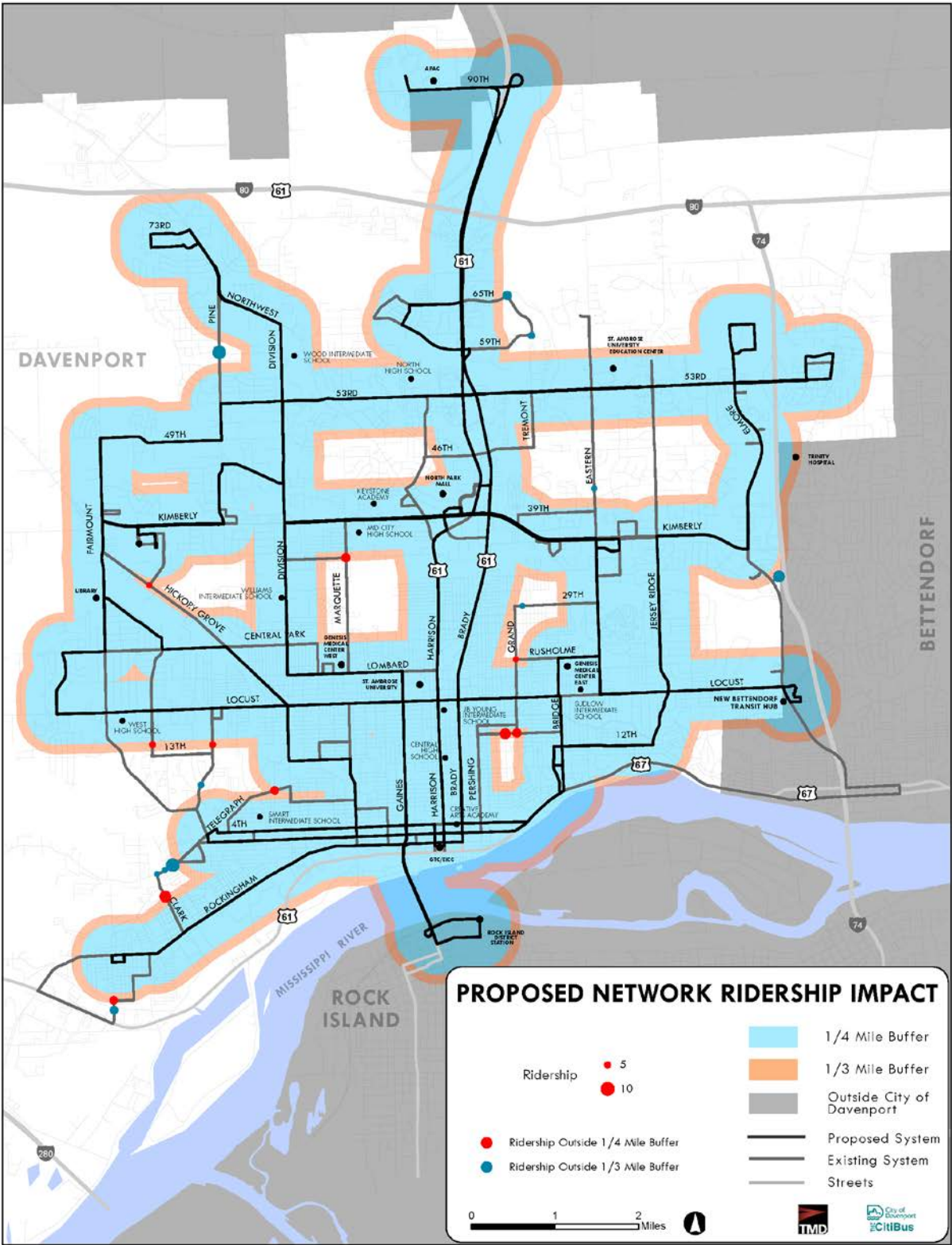


Figure 5: Proposed Network Ridership Impact Map

Impact to ADA Service Coverage

Figure 6 illustrates the resulting changes in ADA service coverage. A buffer of three-quarters of a mile was applied to the proposed all-day fixed-route network to derive the updated ADA service coverage area per Federal regulations. Although not shown on the map, complimentary paratransit service for tripper services such as the Route 17 APAC and Route 20 HDC services will still be provided. The largest areas that are no longer required to be served with complimentary ADA service are in East Davenport around the intersection of Kimberly Road and Elmore Avenue, southwest Davenport around River Road, and at the far ends of southwest Davenport.

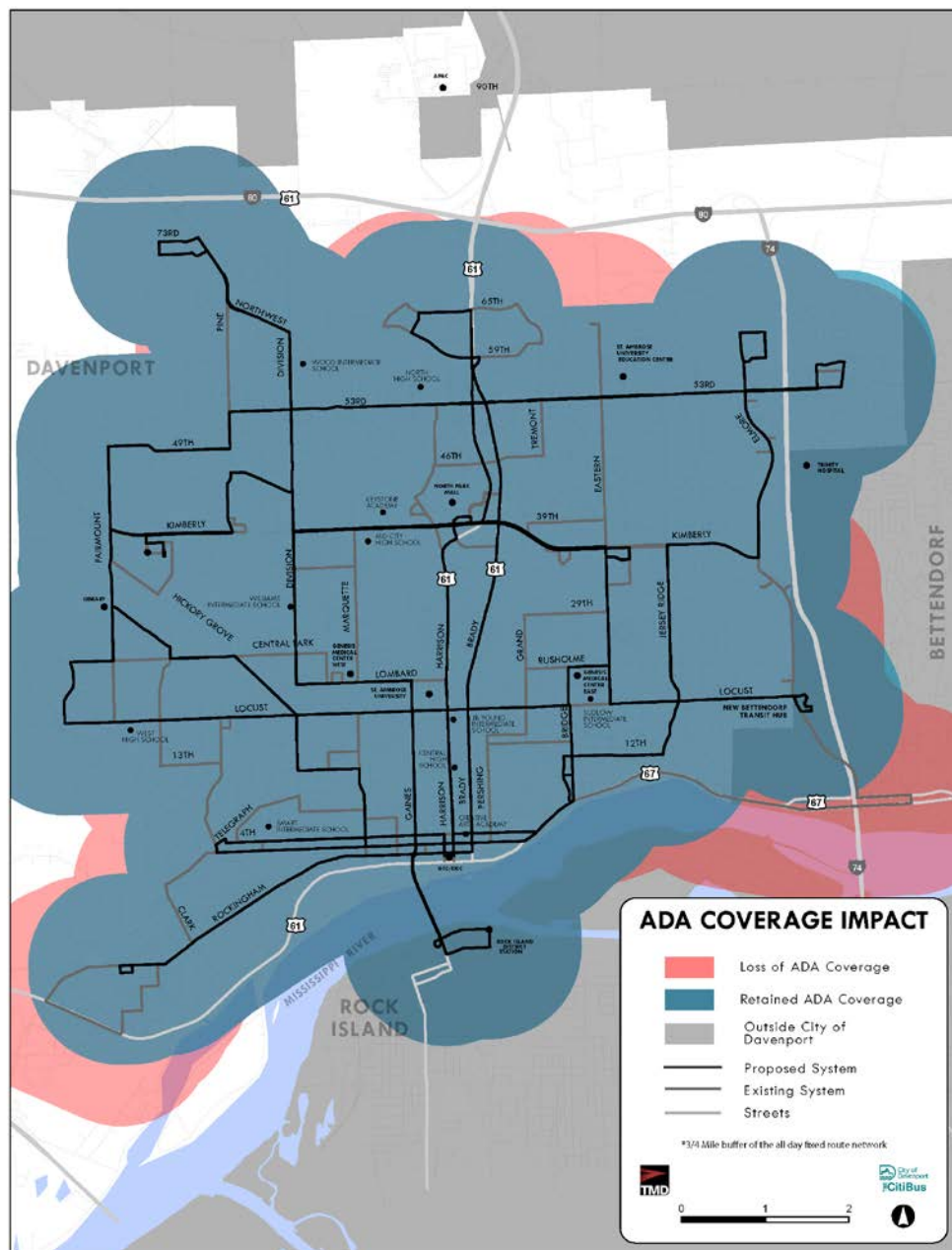


Figure 6: Proposed Network ADA Coverage Impact Map

Summary of Service Characteristics

The following table summarizes the current and proposed service characteristics of the CitiBus network. In order for CitiBus to be financially sustainable, it had to reduce its operating subsidy through the introduction of the \$1.00 fare on weekends and restructuring of service. While the introduction of fares will initially result in a substantial ridership decrease, the fare revenue from this new ridership will still be beneficial over the current complete lack of revenue generation on weekends. Additionally, it is worth noting that although revenue hours and revenue miles are expected to decrease, ridership is expected to increase. Using resources more efficiently does not result in a loss of ridership; rather, by streamlining routes and making them more direct, the routes become more attractive to current and potential riders, increasing overall ridership.

	CURRENT CITIBUS SYSTEM				PROPOSED CITIBUS SYSTEM			
	Revenue Hours	Revenue Miles	Peak Vehicles	Passengers	Revenue Hours	Revenue Miles	Peak Vehicles	Passengers
Weekday	198	2,527	17	4,317	155	1,963	15	4,900
Saturday	143	1,802	16	3,464	104	1,279	11	2,430
Sunday	0	0	0	0	71	879	10	1,437
Annual	57,810	737,986	17	1,280,907	48,577	611,823	15	1,449,436

Table 2: Comparison of Daily and Annual Service Characteristics between Current and Proposed CitiBus Networks

Future Consideration

Senior mobility is an issue that is currently gaining attention all over the country. As the population ages, there is a growing population that is less able to drive and increasingly reliant on transit for mobility. At the same time, there is a movement to keep seniors independent and in their homes. These two factors make providing good mobility options for seniors a challenge in any city. Seniors have different travel patterns from the rest of the population and often do not require access to all-day, all-week fixed-route service. One of the most effective ways to meet the mobility needs of seniors is to provide dedicated senior subscription shuttles between senior living facilities or homes and key activity centers. These shuttles may operate one or two trips a day and change their destinations during the week. For example, shuttles may serve grocery stores on Mondays and Wednesdays, medical facilities on Tuesdays and Thursdays, and shopping destinations on Fridays. These services can be regularly scheduled trips that CitiBus purchases from River Bend Transit that seniors subscribe to use each week. These trips can be scheduled during off-peak hours when River Bend Transit has ADA vans available. Examples of destinations that could be served by this program include Senior Star at Elmore Place, Brookside Senior Apartments, and Dexter Court medical center.



Next Steps

Upon completion of the study, CitiBus should work with stakeholders and community members to ensure the successful implementation of the *Davenport Public Transportation Plan*. In areas that are not well suited for fixed-route transit, businesses and communities requesting additional service should partner with CitiBus to develop cost-effective alternatives. It is recommended that CitiBus monitor ridership, on-time performance, productivity, and other performance measures as the new network is implemented. If certain routes are underperforming, CitiBus should make changes to ensure efficient use of limited resources. As additional funding becomes available, investments should be made in line with the Service Allocation Policy.

Appendix

Individual Route Recommendations

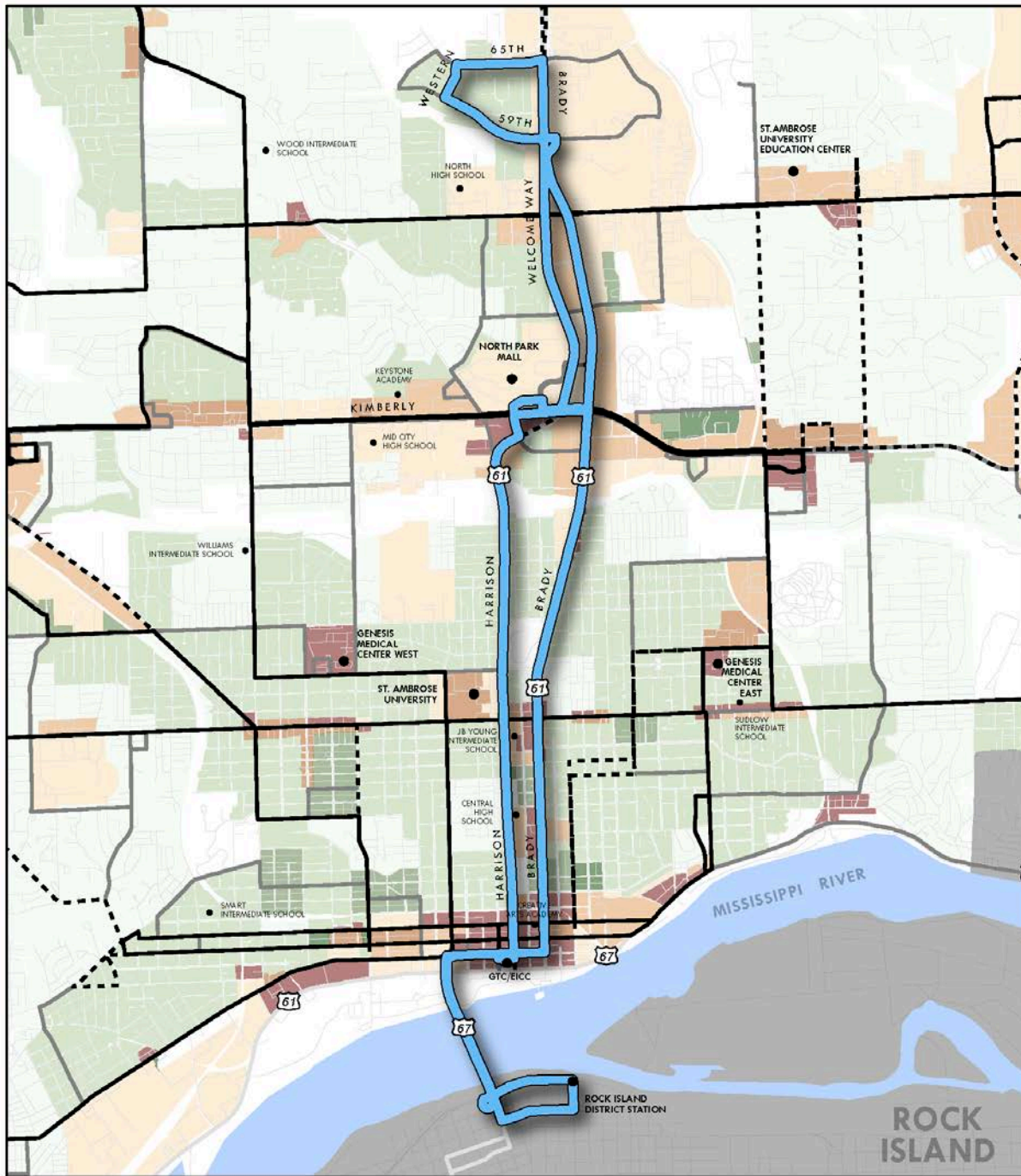
Brady/Harrison/Rock Island

The Brady Street/Harrison Street corridor between North Park Mall and Rock Island, IL is the strongest ridership corridor in the system and serves as the spine of the Davenport CitiBus transit network. 53 percent of current CitiBus riders access transit service within a ¼ mile of this corridor south of North Park Mall, meaning that improvements on this corridor would benefit one in every two riders. The reason this spine is so strong is that it connects multiple major destinations and transfer hubs (North Park Mall, St. Ambrose University, Palmer College of Chiropractic, Ground Transportation Center (GTC), and Rock Island) along a linear, mixed-use, higher density corridor with 30-minute frequency. The presence of mixed-use development and higher density housing in apartment buildings means there is continuous demand for service along the entire corridor, not just at key destinations. The 30-minute frequency provides riders with more travel options and a shorter wait time for the bus.

Currently, this corridor is served by Route 4 from Veterans Memorial Parkway through North Park Mall to downtown Davenport and Route 7 between downtown Davenport and Rock Island. Both routes operate every 30 minutes. The high number of observed transfers between these routes indicates the presence of demand for a single service connecting these major destinations, which is also more cost-effective.

The proposed route alignment operates continuous service from Veterans Memorial Parkway to North Park Mall, through the GTC, and finally into Rock Island. The route will also continue north of North Park Mall and turn around on W 65th Street to serve the low-income housing in this area.

The route will operate every 20 minutes during peak periods and every 30 minutes during off-peak hours and on weekends.



BRADY/ HARRISON/ ROCK ISLAND



- Proposed Route
- Proposed Network
- Limited Service
- Discontinued Segment



- Outside City of Davenport
- Streets

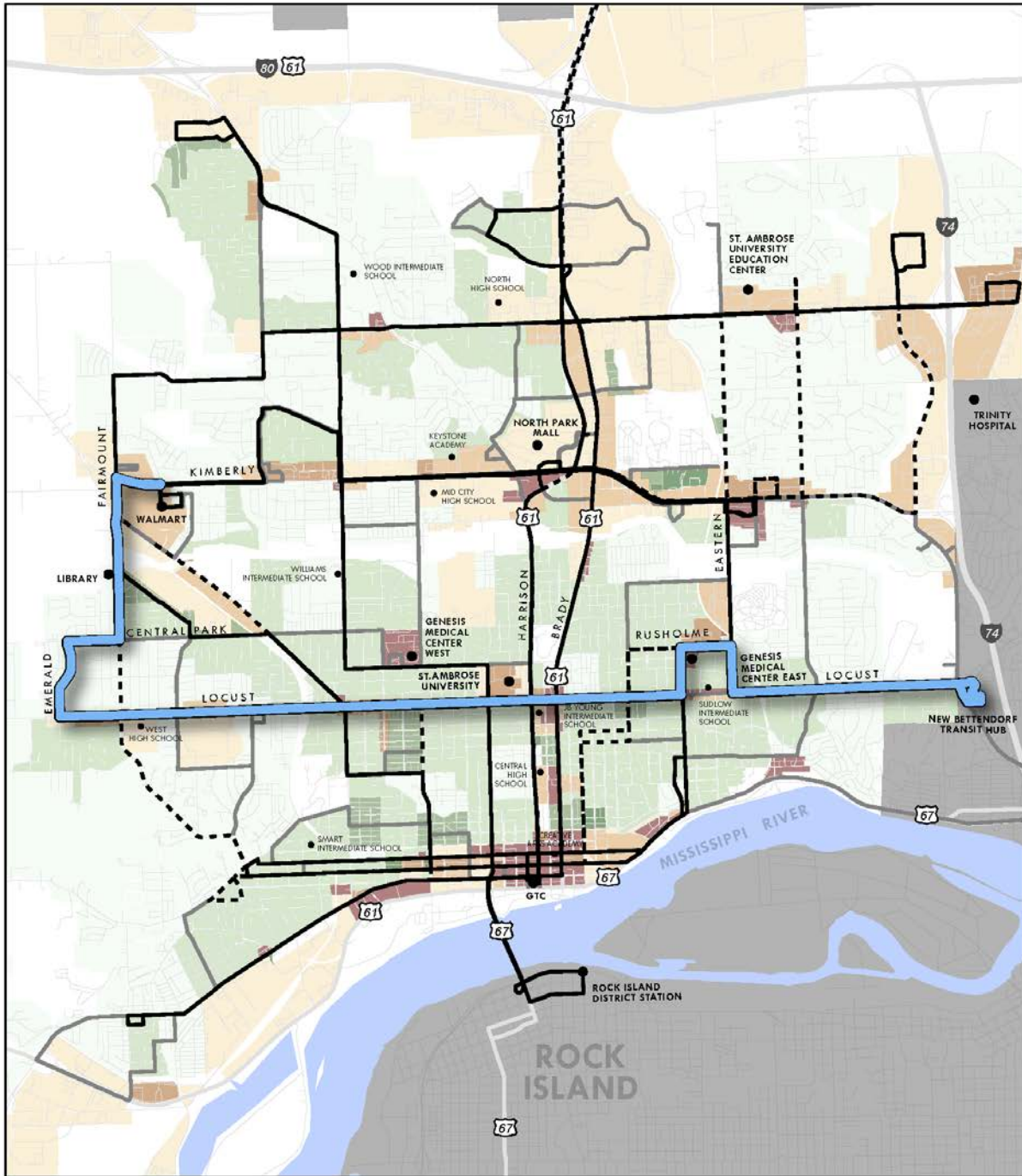


Locust

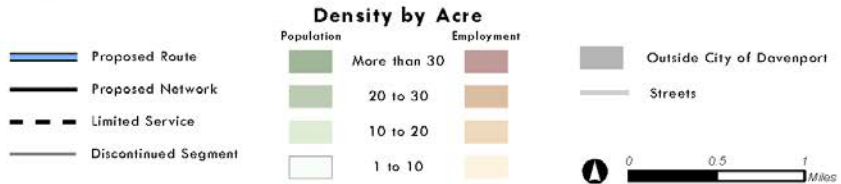
Locust Street was identified in the *Market Assessment* and *Service Evaluation* as a strong linear mixed-use corridor warranting cross-town transit service. In terms of transit demand potential, it is the strongest east-west corridor in the City of Davenport.

Currently, Locust Street is served by Routes 15 and 10, and traveling along the corridor requires transferring between these two services at St. Ambrose University. Route 10 operates every 60 minutes while Route 15 operates every 30, but only in one direction. Consolidated service on this corridor would greatly improve mobility along this corridor and between key destinations including the Kimberly Walmart, Fairmount Library, Eastern Iowa Community College, West High School, Hy-Vee grocery, St. Ambrose University, Genesis Medical Center East, and the new Bettendorf Transit transfer hub on Lincoln Road. Bi-directional service with frequencies of 30 minutes during peak hours will provide a significant benefit to riders. Service would operate every 60 minutes during off-peak hours and on weekends.

An example of the improvements provided to riders can be seen in the reduction in travel time between Locust Street at Emerald Drive and Genesis Medical Center East. In the existing network, riders have to transfer between Routes 15 and 10, and it takes 62 minutes to travel between these destinations (includes the transfer wait time). In the proposed network, there would be no transfer required and riders would be able to travel between these destinations in just 17 minutes.



LOCUST

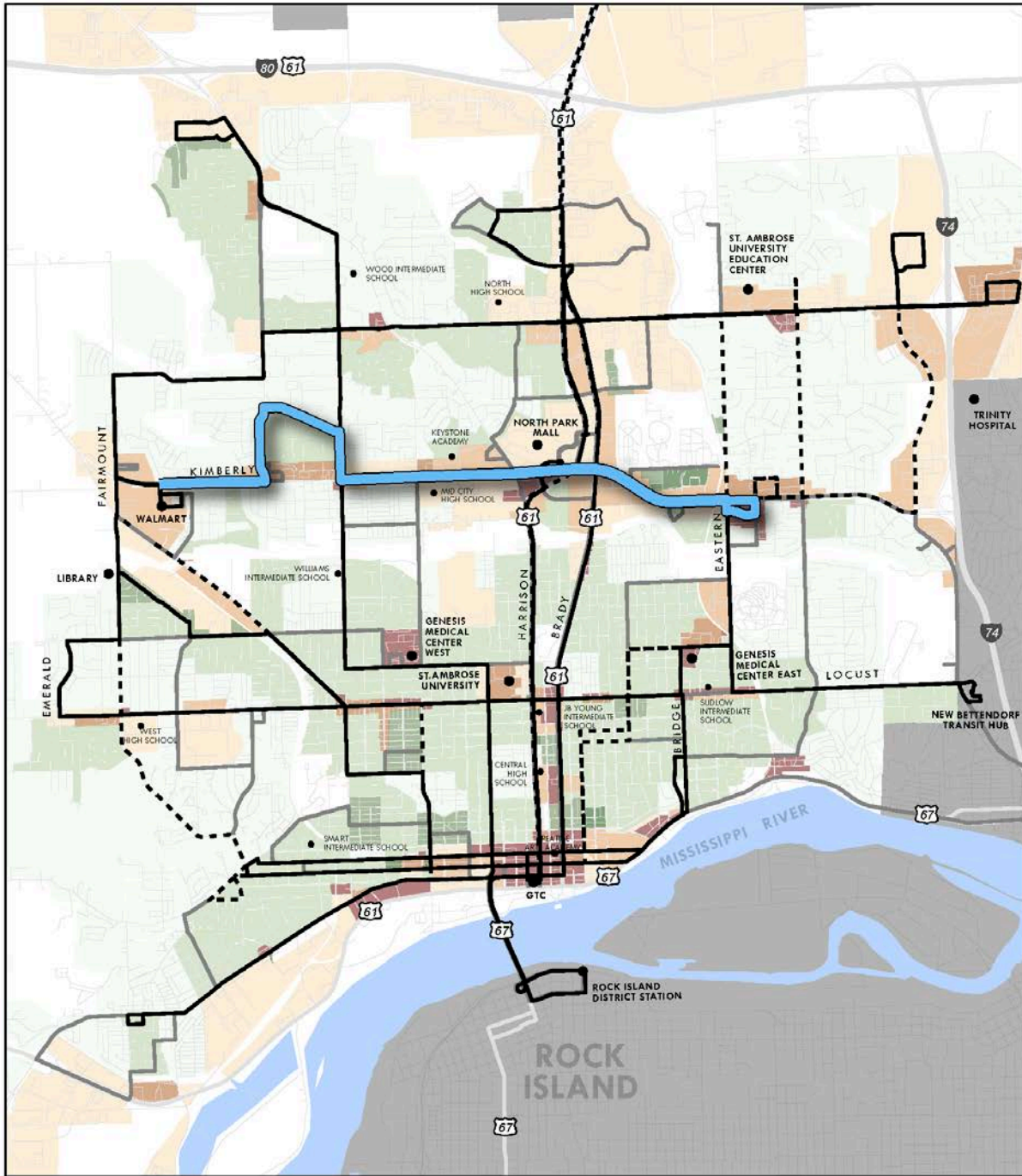


Kimberly

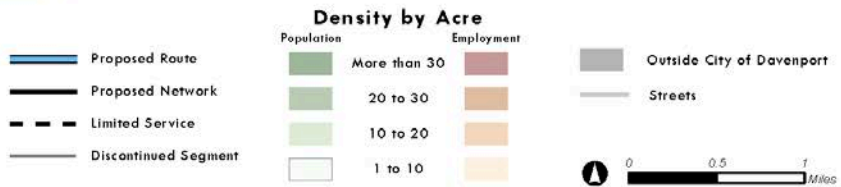
Kimberly Road complements Locust Street as a neighboring mixed-use, linear, east-west cross-town corridor. Kimberly Road does not have the same levels of employment and population density as Locust Street, but it connects major destinations and has the potential to develop into a strong transit-oriented corridor.

Currently, Kimberly Road is served in pieces by Routes 22, 2, 5, and 14. Proposed continuous service on this corridor would connect major destinations such as the Kimberly Wal-Mart, multiple Hy-Vee grocery stores, the Village Shopping Center, North Park Mall, and higher density apartment complexes. This would provide a more direct connection between the West Kimberly Wal-Mart and North Park Mall, which does not exist in the current system. This route would complement the Locust Street service in frequency, with 30-minute service during peak periods, and 60-minute service during off-peak periods and on weekends.

An example of the improvements provided to riders is the reduction in travel time between Kimberly Road at Eastern Avenue and the Kimberly Wal-Mart. Currently riders have to transfer between Routes 5 and 6, and it takes 60 minutes to travel between these destinations (includes the transfer wait time). In the proposed network, there would be no transfer required and riders would be able to get between these destinations in 14 minutes.



KIMBERLY

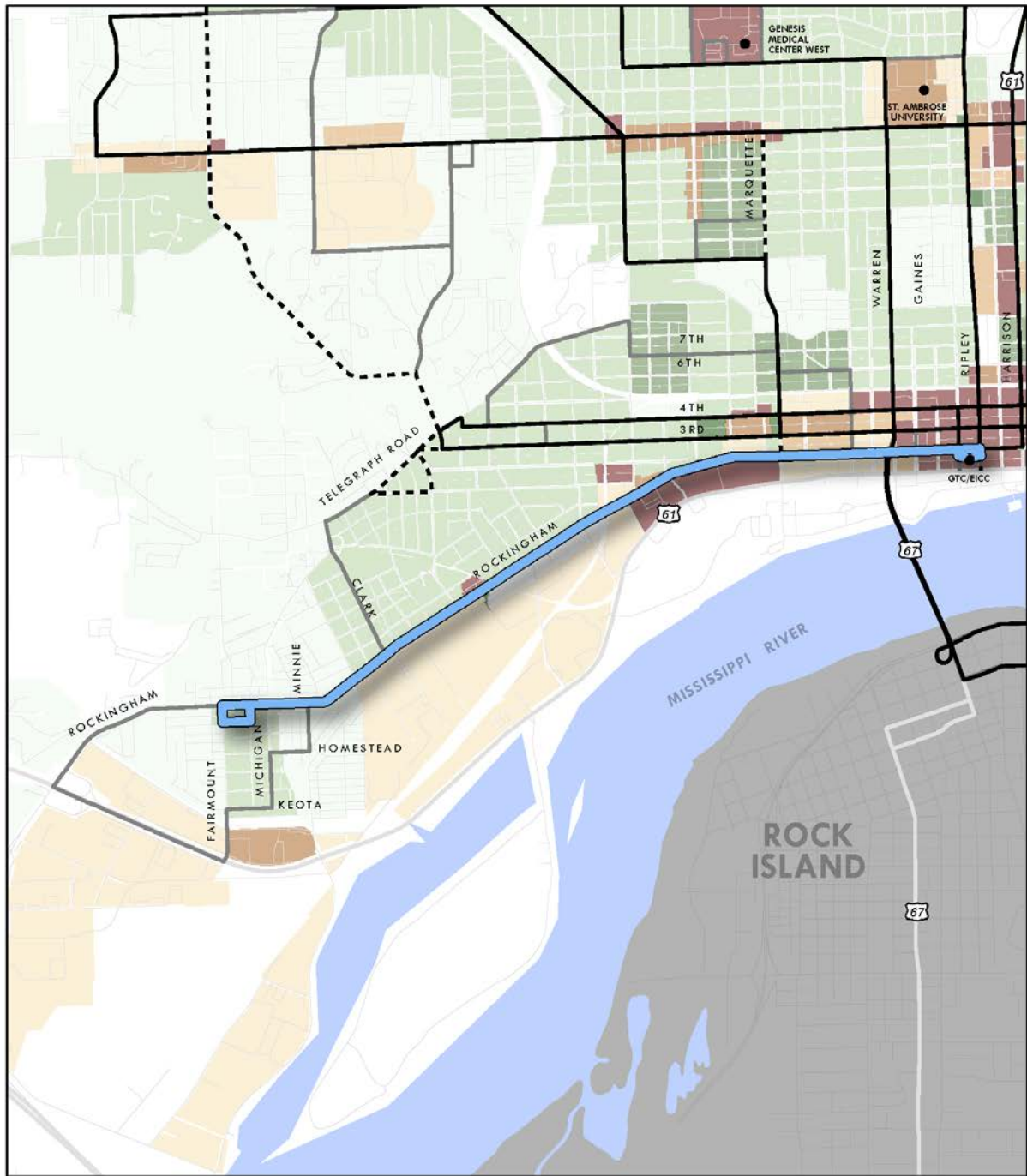


Rockingham

Existing service on Route 1 provides important transit access for residents of West Davenport. However, the current service operates every 60 minutes in one direction, providing very limited travel options for riders and forcing riders to travel far out of direction to reach their destinations.

The proposed route alignment concentrates service on Rockingham Road, where most of the boardings take place. This route would benefit riders by providing bi-directional service every 30 minutes on this corridor.

The western loop as part of the existing Route 1 is proposed for discontinuation due to low ridership and productivity. Analysis shows that 63 passengers are forced to ride through the 3-mile, 9-minute deviation each day while only 19 boardings are gained along the alignment. Fewer than five boardings and alightings are outside a ½ mile walk (7 minutes). The bus would turn around using S. Fairmount Street, Johnson Avenue, and S. Nevada Avenue.



ROCKINGHAM



- Proposed Route
- Proposed Network
- Limited Service
- Discontinued Segment

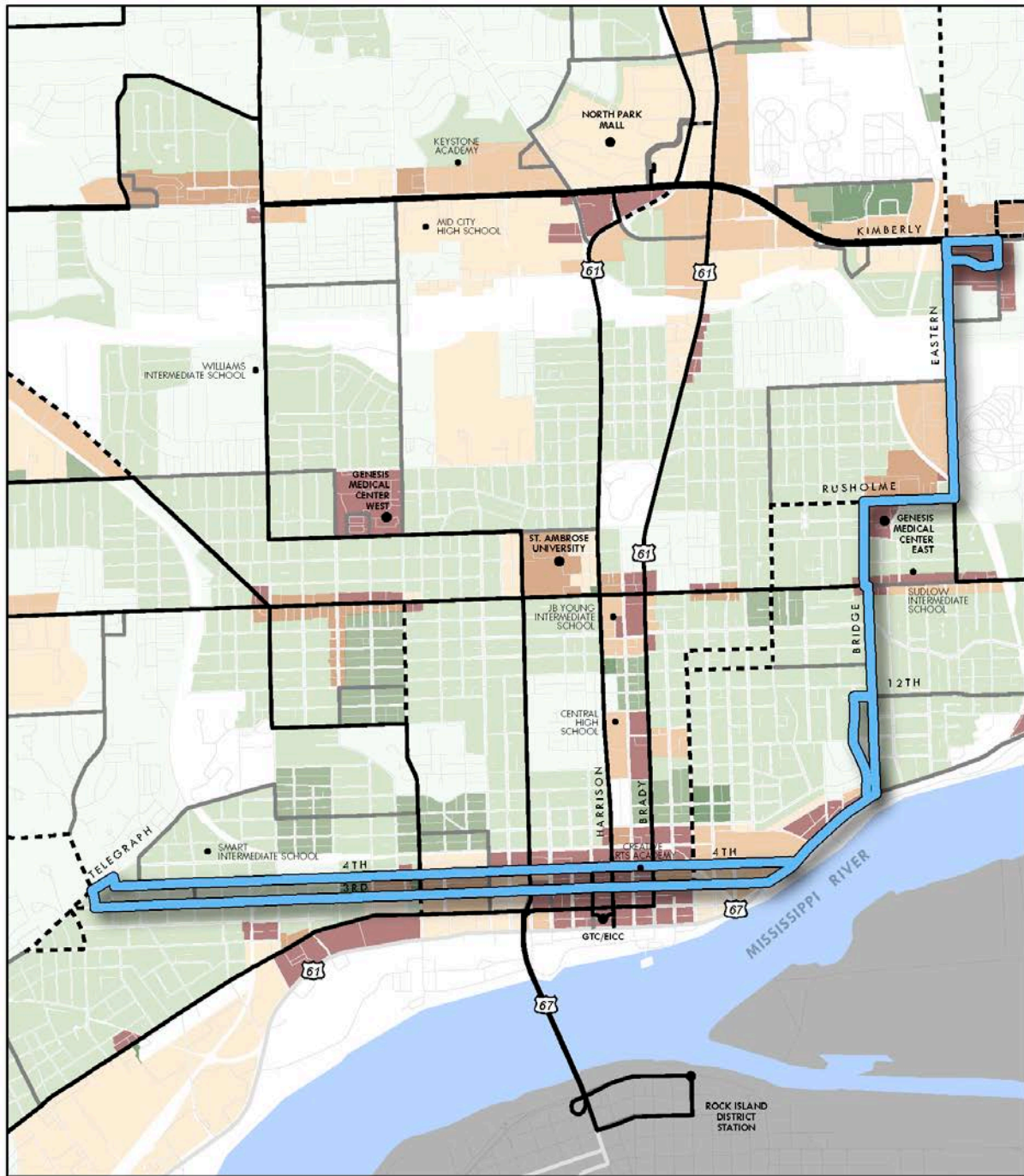


- Outside City of Davenport
- Streets



Eastern/3rd/4th

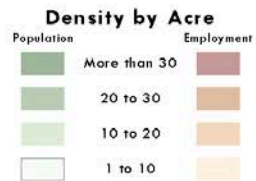
The proposed Eastern/3rd/4th service serves multiple purposes in the network. The route serves some of the area's highest densities of low-income population at the western end of 3rd/4th Street and along Bridge Avenue. The 3rd/4th Street portion is a strong performing route segment in the existing network. It provides circulation through downtown Davenport and access to multiple grocery stores and social services. The portion on Bridge Avenue provides a one-seat ride from downtown Davenport to Genesis Medical Center East. Finally, the segment on Eastern Avenue provides a direct connection from Kimberly Road to downtown Davenport. This route would operate every 60 minutes all week.



EASTERN 3RD & 4TH



- Proposed Route
- Proposed Network
- Limited Service
- Discontinued Segment

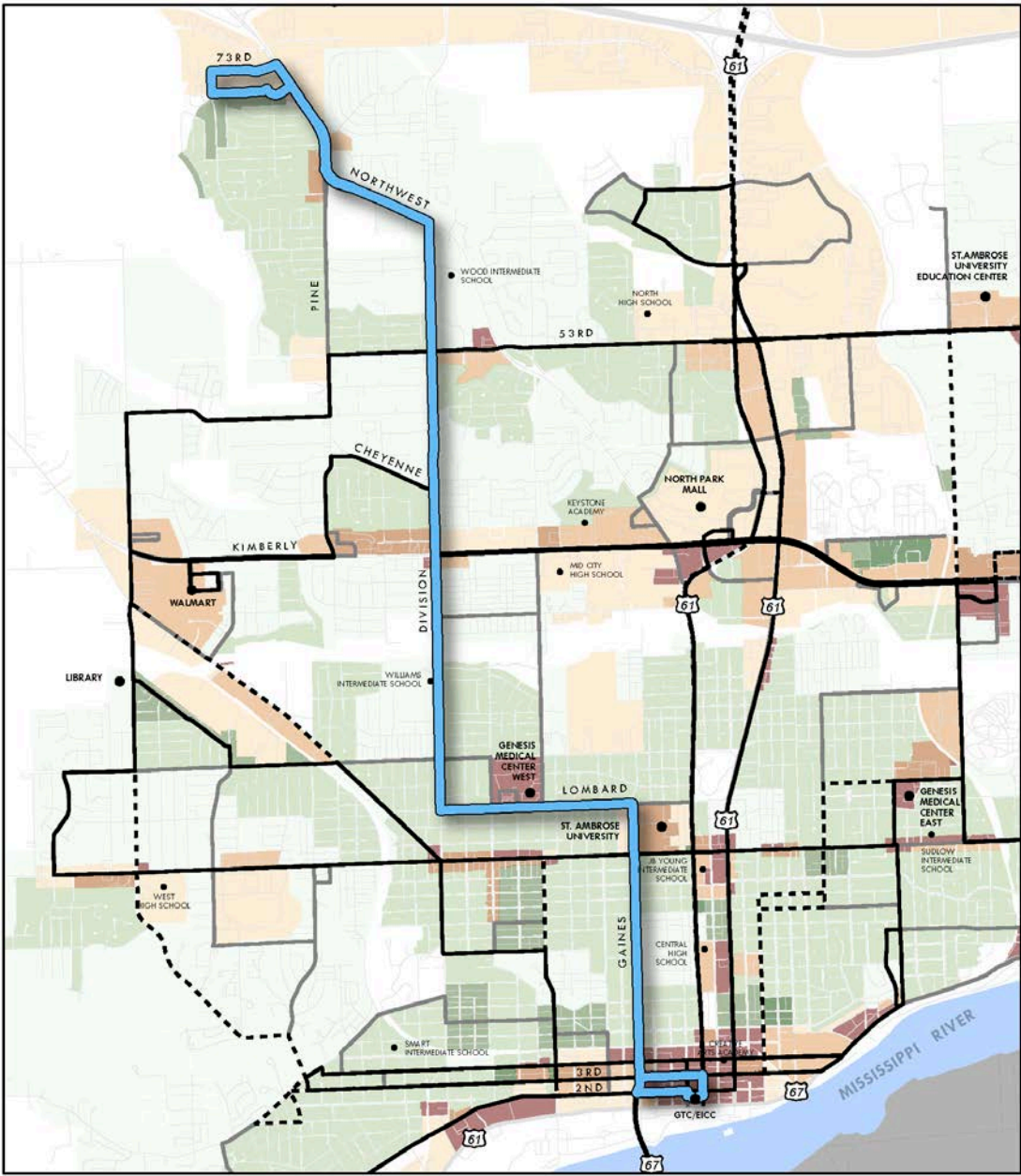


- Outside City of Davenport
- Streets



Division/Gaines

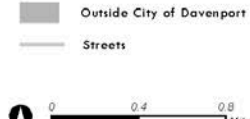
North/south service on the Brady/Harrison/Rock Island spine is complemented by the proposed Division/Gaines route. It combines the most productive north/south segments of existing CitiBus Routes 6 and 22 to provide a direct connection from northwest Davenport into downtown while completing network coverage. This route would operate every 60 minutes all week.



DIVISION GAINES



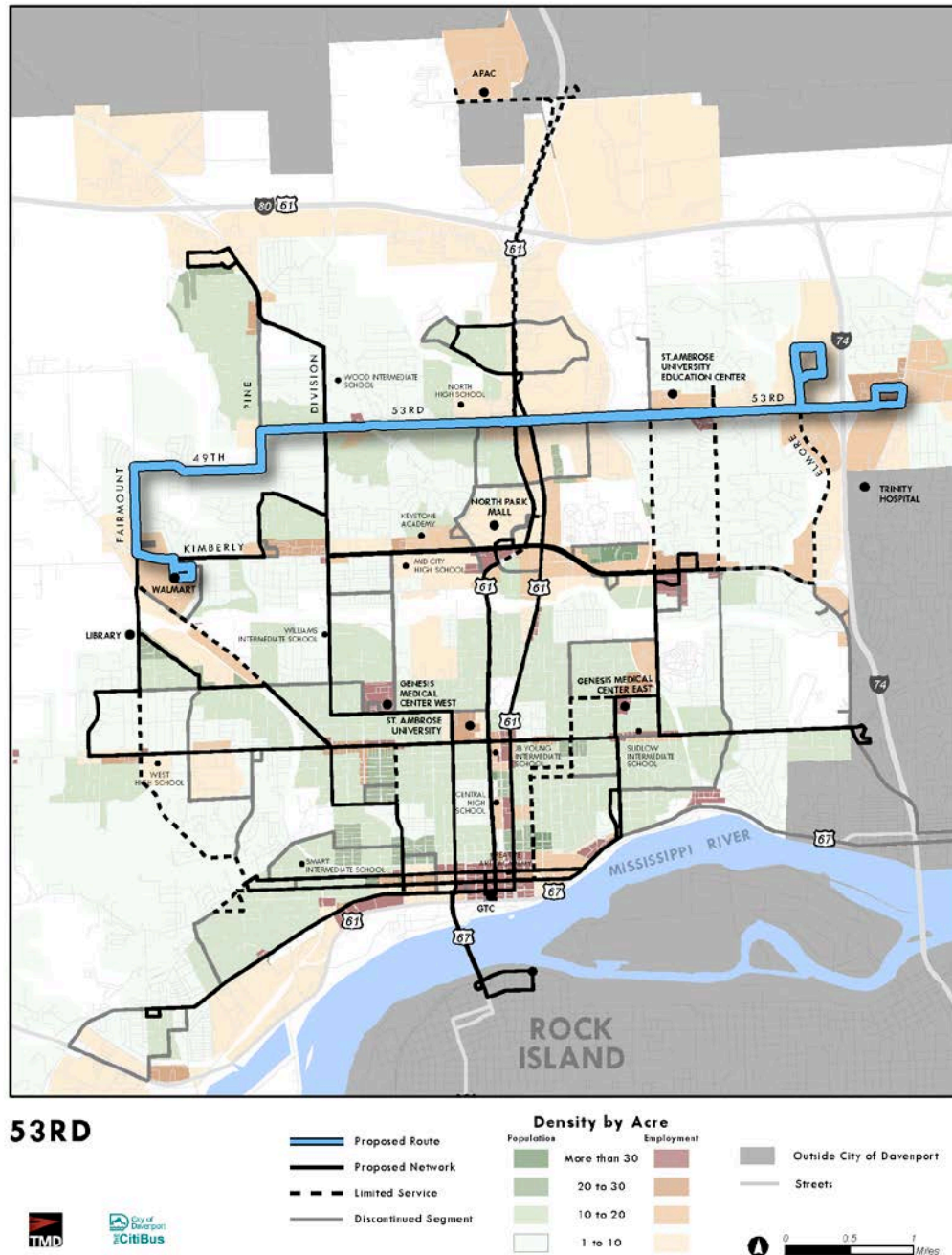
- Proposed Route
- Proposed Network
- Limited Service
- Discontinued Segment





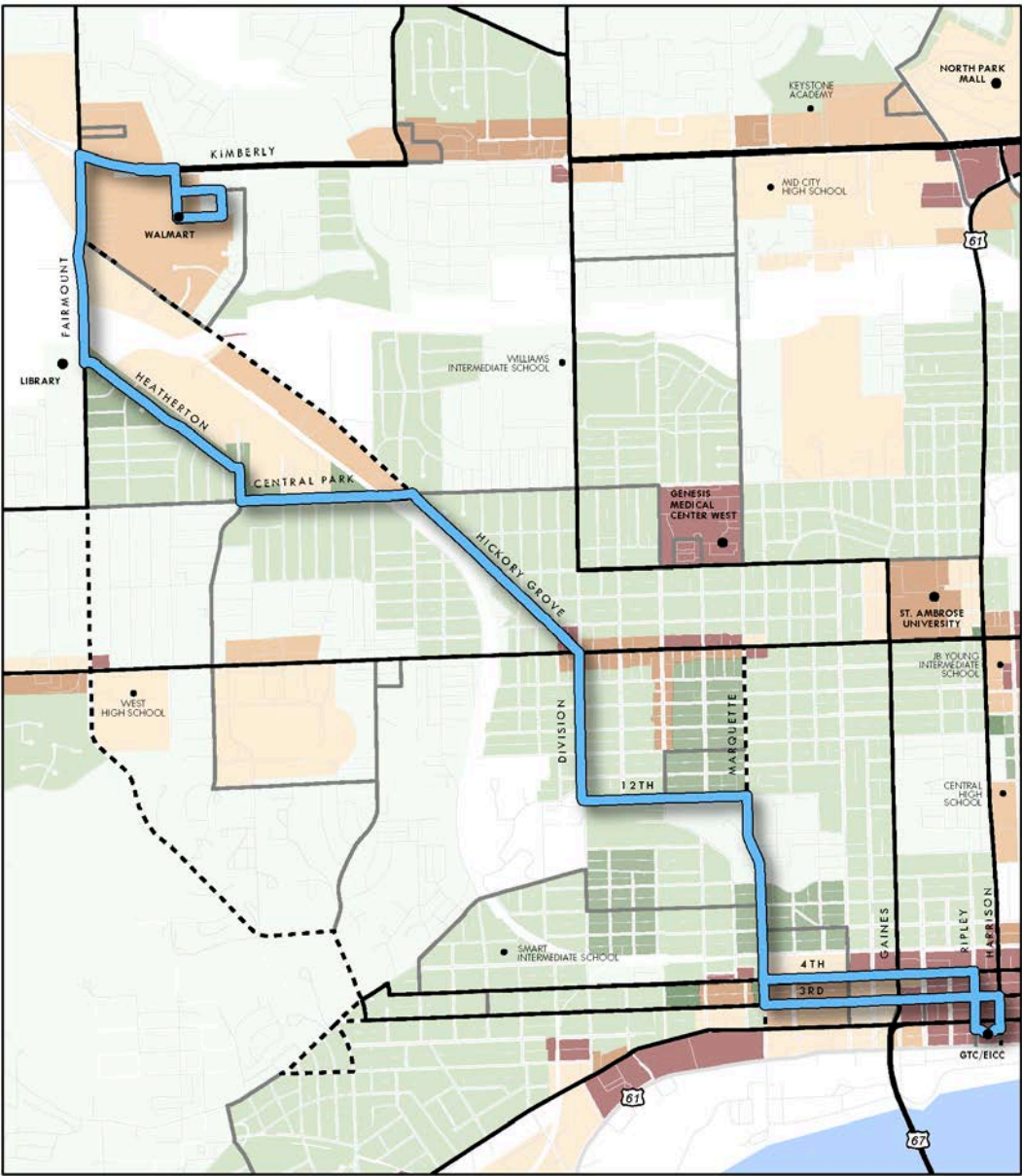
53rd Street

The proposed 53rd Street route combines elements of existing CitiBus Routes 6 and 53 to provide continuous east/west cross-town service on 53rd Street. It serves key destinations such as the Kimberly Walmart, North High School, and shopping centers on East 53rd Street. It also provides connections with Bettendorf Transit at Northridge Shopping Center. Most importantly, this route contributes to the grid structure of the new network by serving as the northernmost east/west connection. This route would operate every 60 minutes all week.



Hickory Grove

The proposed Hickory Grove route is very similar to the existing CitiBus Route 9. This route has strong performance and above average ridership and completes the network by providing a direct connection between the Kimberly Walmart and downtown Davenport transfer hubs and destinations. This route would operate every 60 minutes all week.



HICKORY GROVE



- Proposed Route
- Proposed Network
- Limited Service
- Discontinued Segment



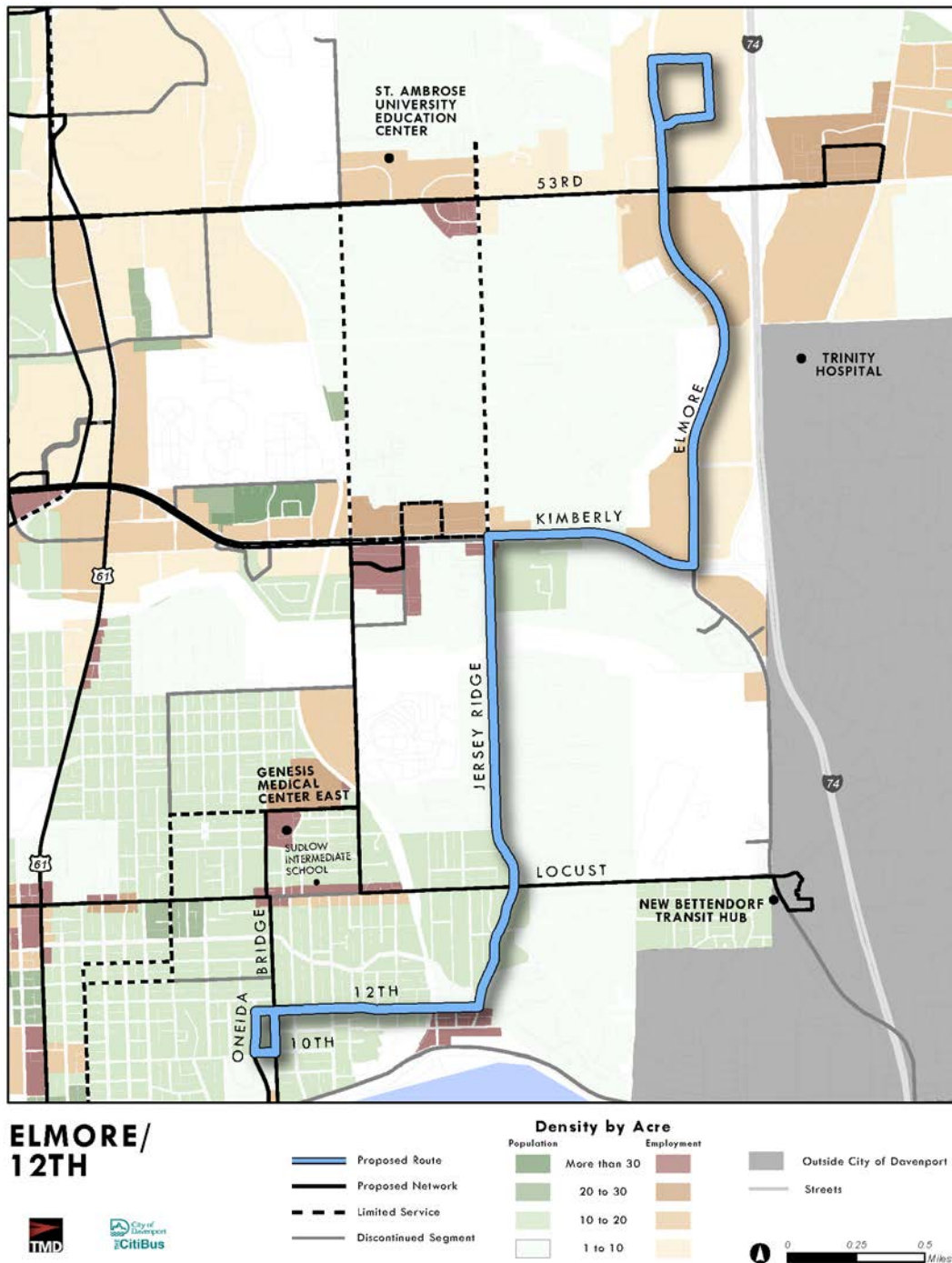
- Outside City of Davenport
- Streets





Elmore/12th

The proposed Elmore/12th route provides service along Elmore Avenue and 12th Street to Bridge. It starts at the Elmore Walmart, heads south on Elmore Avenue, west on Kimberly Road to Jersey Ridge Road, south on Jersey Ridge Road, and west on 12th Street to Bridge. It will operate one 60-minute loop in the mornings and afternoons on weekdays (8:00 AM-9:00 AM and 5:00 PM-6:00 PM) and Saturdays (9:00 AM-10:00 AM and 5:00 PM-6:00 PM) for a total of 12 hours a week.



City of Davenport

Agenda Group:
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 7

Action / Date
10/21/2015

Subject:

Third Consideration: Ordinance for Case No. ROW15-08: Request of I.H. Mississippi Valley Credit Union for the vacation (abandonment) of 4,000 square feet of public right-of-way located immediately west of 4645 Brady Street. [Ward 7]

Recommendation:

The Plan and Zoning Commission accepted the listed finding(s) and forwarded Case No. ROW15-08 to the City Council for approval subject to the following condition:

Findings:

1. This is an excess portion of right-of-way no longer needed for roadway purposes.
2. A general utility easement will be maintained; assuring access to existing utilities, if needed.

1. That a general utility easement be maintained upon the entire property..

The Commission vote was 9-yes and 0-no.

Relationship to Goals:

Strengthen neighborhoods and community connections.

Background:

This Right-of-Way was dedicated to the City in the 1970's, presumably for a frontage road for Brady Street that was never built. The property is currently used for parking. Vacating the property would allow for the parking use to be maintained, while clearing the title for the land.

A public utility easement will be maintained to support facilities within the existing right-of-way.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
▢ Backup Material	Background Material
▢ Cover Memo	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
------------	----------	--------	------



City of Davenport
Community Planning & Economic Development Department
FINAL HEARING STAFF REPORT

PLAN AND ZONING COMMISSION

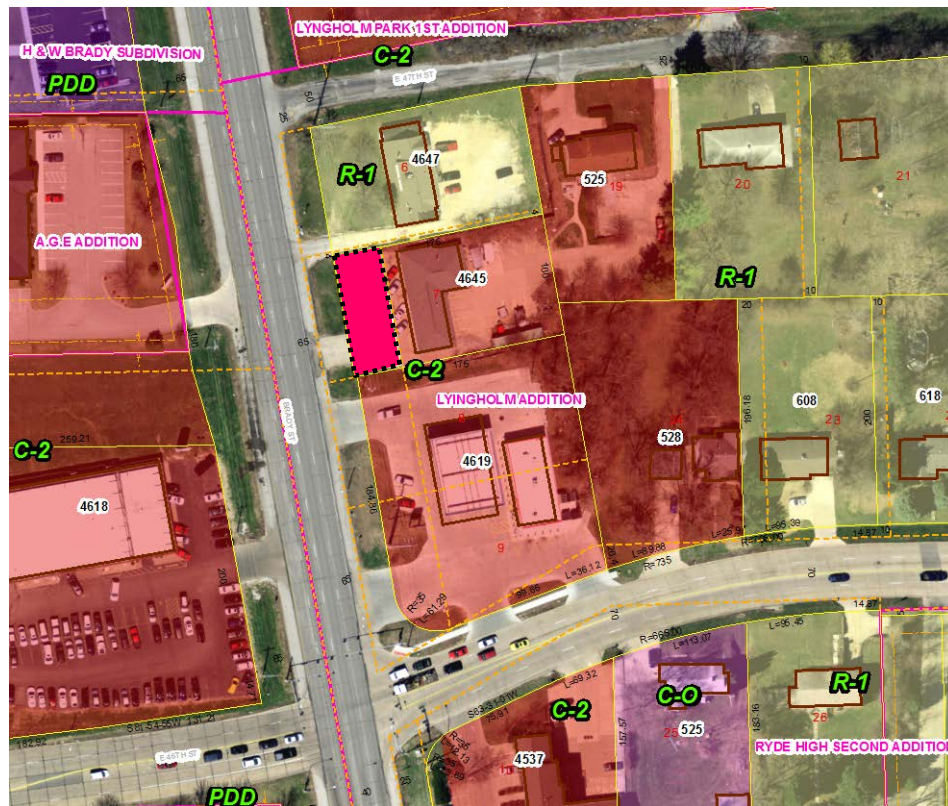
Meeting Date: October 6, 2015
Request: Right of Way Vacation
Location: 4645 Brady Street
Case No.: ROW15-08
Applicant: I.H. Mississippi Valley Credit Union

Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No. ROW15-08 to the City Council with a recommendation for approval, with the condition that a general utility easement be preserved upon the entire property.

Introduction:

This is a request to vacate 4000 sq. ft. (40' by 100') of excess right of way adjacent to 4645 Brady Street.



Background:**Comprehensive Plan:**

Within Urban Service Area: Yes

Proposed Land Use Designation: Right-of-Way

Zoning:

The surrounding properties are zoned "R-1" and "C-2".

Technical Review:

There are utilities located on and above this property. A general utility easement should be maintained.

Public Input:

Letters to 10 adjacent property owners were mailed. One property owner has called with questions. To date, no objections have been raised.

Discussion:

This property was dedicated to the City in 1977, presumably for a frontage road that was never constructed. The property has been used for parking for the adjacent commercial building. The owner of the building wishes to clear the title by vacating the right-of-way and acquiring the property for continued parking.

Given the utilities on-site, a general utility easement should be maintained.

Staff Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No. ROW15-08 to the City Council with a recommendation for approval.

Findings:

1. This is an excess portion of right-of-way no longer needed for roadway purposes.
2. A general utility easement will be maintained; assuring access to existing utilities, if needed.

Condition:

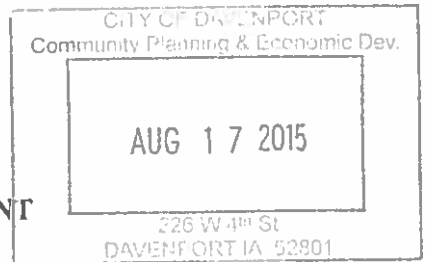
1. A general utility easement be established and maintained upon the entire property.

Prepared by:



Matthew G. Flynn, AICP
Senior Planning Manager
563-326-7743
mflynn@ci.davenport.ia.us

**CITY OF DAVENPORT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
REQUEST FOR PUBLIC RIGHT-OF-WAY VACATION**



PETITIONER: Name: I.H. Mississippi Valley Credit Union
Address: 2127 47th St., Moline, IL 61265
Phone: (309) 793-6200 FAX: _____
Mobile Phone: _____ Email: _____
Interest in land: X title holder _____ other**
** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON: Name: Laurie Burkholder
Address: 2127 47th St., Moline, IL 61265
Phone: (309) 793-6200 x80070 FAX: _____
Mobile Phone: _____ Email: lburkholder@ihmvacu.org

LOCATION (DESCRIPTIVE): parking lot of 4645 Brady St., Davenport, Iowa

LEGAL DESCRIPTION: The Easterly 40 feet of the Westerly 65 feet of Lot 7 in the Auditor's Plat of Lyngholm, now an Addition to the City of Davenport, Scott County, Iowa.

AREA: (in square feet) unknown

REASON FOR REQUEST: The parcel was conveyed to the City for a frontage road that was never constructed and therefore it should be conveyed back to the current owner of the adjacent property.

*(The applicant MUST be as detailed and specific as possible in completing this section. Complete and descriptive information is vital to the timely submission of the petitioner's request. Incomplete applications may delay the application process.)

SIGNATURE OF PETITIONER: Laurie Burkholder DATE: 8/14/15

PROCESSING FEE: \$400.00

DATE PAID: _____

27994-77

1977 DEC 29 AM 8:30

#550 paid
RECORDED
SCOTT COUNTY, IOWA

Recording Fee \$4.50
Transfer Fee \$1.00

WARRANTY DEED AND ASSESSMENT WAIVER

KNOW ALL MEN BY THESE PRESENTS: That Truce T. Urdona and Aurora F. Urdona, husband and wife, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration (Less than Five Hundred Dollars....\$500.00) in hand paid do hereby convey unto the City of Davenport, Iowa, the following described real estate, situated in Scott County, Iowa, to-wit:

The Easterly 40 feet of the Westerly 65 feet of Lot 7 in the Auditor's Plat of Lyngholm, now an Addition to the City of Davenport, Scott County, Iowa.

And the Grantors do hereby covenant with the said Grantee, and successors in interest, that said Grantors hold said real estate by title in fee simple; that they have good and lawful authority to convey the same; that said premises are free and clear of all liens and encumbrances except for a certain mortgage dated August 2, 1977 and filed for record August 2, 1977 at Document #16339-77; and said Grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

It is agreed that the foregoing conveyance of said real estate is for the purpose of the construction and maintenance of a frontage road thereon at such time as the Grantee determines it to be necessary. The undersigned, for themselves, their

respective heirs, personal representatives and assigns and for all future owners of any part of said lot 7 agree as follows:

1. At such time as said frontage road is constructed the City of Davenport, Iowa, may construct said improvements and assess the total cost thereof against said lot 7, and

2. They do hereby waive all statutory procedures relating to the making of such improvement and the assessing of the cost thereof against said Lot 1, and all notices, and rights of protest to the making of said improvement and the assessing of the cost thereof, and

3. That the entire cost of making said improvements may be assessed against said Lot 1, even though the cost thereof may exceed the amount that can otherwise legally be assessed by the City of Davenport, Iowa, and

4. At such time the frontage road shall be constructed and thereafter, that there shall no longer be any right of direct access to Brady Street from said Lot 1.

Dated this 20th day of December, 1971.

Truce T. Urdona, m.d.
Truce T. Urdona

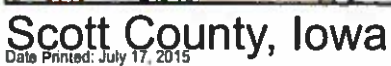
Aurora F. Urdona
Aurora F. Urdona

State of Iowa)
) SS:
Scott County)

On this 20th day of December, 1971, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Truce T. Urdona and Aurora F. Urdona, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



John M. Brown, Notary Public in and for Scott County, Iowa



This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction and revision. No liability is assumed by Scott County as to the accuracy of the data delineated hereon.



DOUGLAS R. LINDSTROM, JR.

ATTORNEY AT LAW

LANE & WATERMAN LLP

220 N. MAIN STREET, STE 600
DAVENPORT, IOWA 52801-1987
EMAIL: dlindstrom@l-wlaw.com

DIRECT: 563/333-6629
OFFICE: 563/324-3246
FAX: 563/324-1616

LANE & WATERMAN LLP

11153

KJD

CITY OF DAVENPORT

111539

Inv.No.	Matter	G/L	Description	Amount Paid	Inv.Date
08142015	14513-00020	273-001	REQUEST FOR PUBLIC RIGHT-OF-WAY VAC	400.00	08-14-2015

\$400.00

11153

LANE & WATERMAN LLP

GENERAL ACCOUNT
220 N. MAIN ST., STE. 600
DAVENPORT, IA 52801
(563) 324-3246

THE NATIONAL BANK
BETTENDORF, IOWA

70-464-711

 E-ZShield™ Check Fraud
Protection for Business

DATE

8/14/2015

CHECK NO.

111539

CHECK AMOUNT

PAY

Four Hundred and No/100 Dollars-----

\$400.00

TO THE
ORDER
OF

CITY OF DAVENPORT

LANE & WATERMAN LLP

VOID AFTER 6 MONTHS

⑈111539⑈ ⑆071104647⑆ 1497684⑈

ROW15-08 - 4645 Brady St - Adjacent Owner Notice List

Parcel#	Property Address	Owner Name	Owner Street	Owner CityStateZip
Petitioner:	4645 BRADY ST	I.H. MISSISSIPPI VALLEY CREDIT UNION	2121 47TH ST	MOLINE IL 61265
Ward/Ald:	7th Ward	Alderman Matson		Notices Sent: 8
P1216-01	4640 BRADY ST	AJS HOLDINGS LLC	PO BOX 1466	BETTENDORF IA 52722
P1216-07D	4619 BRADY ST	CONVENIENCE STORE INVESTMENTS	1626 OAK ST	LA CROSSE WI 54603
P1216-01G	4618 BRADY ST	GRAPE ROAD LLC	5201 N GRAPE RD	MISHAWAKA IN 46545
P1216-20B		GRAPE ROAD LLC		
P1216-20B		GRAPE ROAD LLC		
P1216-10A	528 E 46TH ST	KERRY L GRUENHAGEN	301 4TH ST W	MILAN IL 61264
P1216-02A	4710 N BRADY ST	PST PROPERTY MANAGEMENT LLC	4710 N BRADY ST	DAVENPORT IA 52806-3903
P1216-05	4647 BRADY ST	TROPICAL BEACH INVESTMENT CO	PO BOX 3708	DAVENPORT IA 52808
P1215-08	525 E 47TH ST	VOTROUBEK JOSEPH K	5130 WOODLAND CT	DAVENPORT IA 52807
P1216-12D	4811 BRADY ST	WALNUT CENTER PROPERTIES LLC	PO BOX 1627	DAVENPORT IA 52809

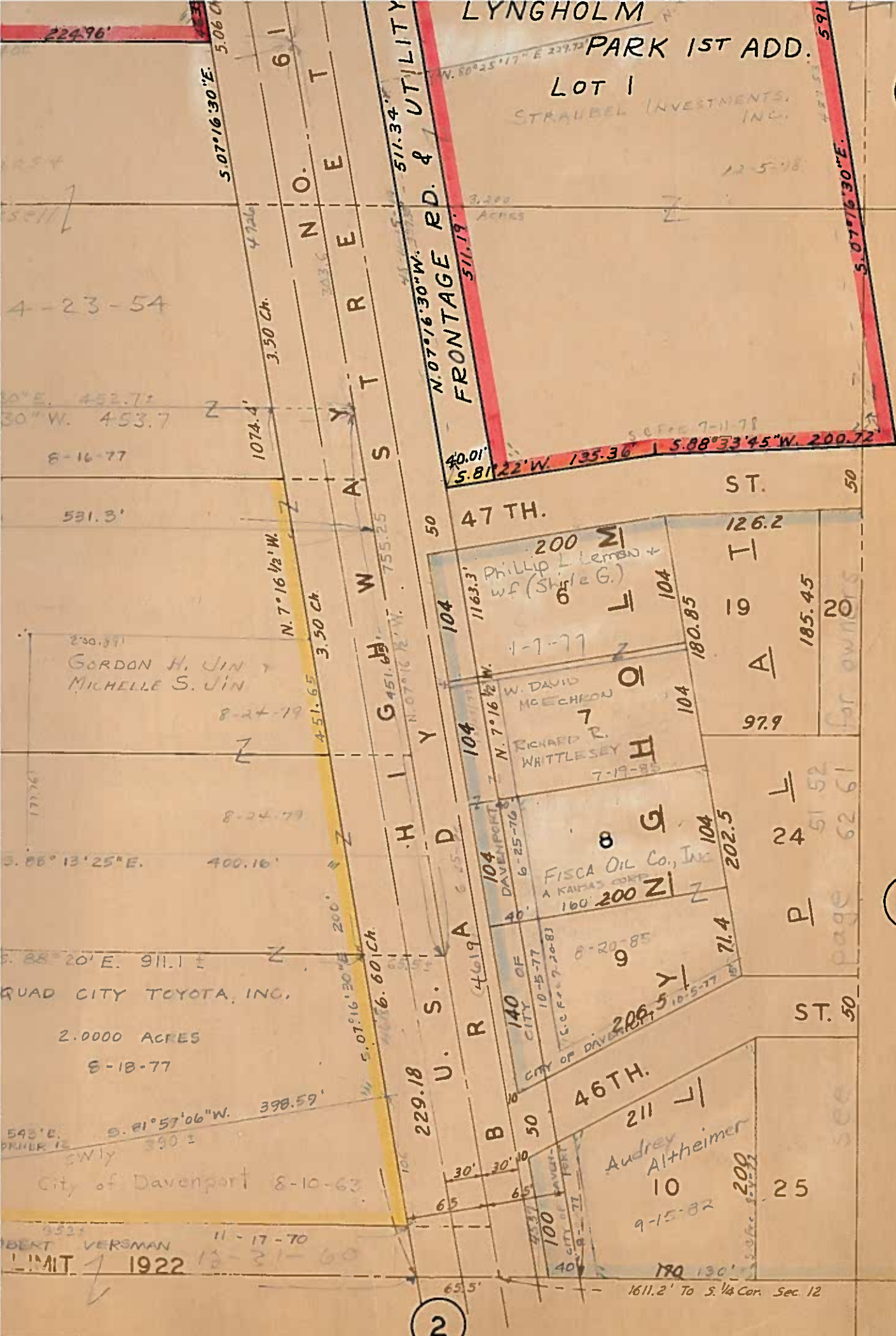
LYNGHOLM

PARK 1ST ADD.

LOT 1

STRAUBEL INVESTMENTS, INC.

51



2

62

224.76'

4-23-54

GORDON H. JIN &
MICHELLE S. JIN

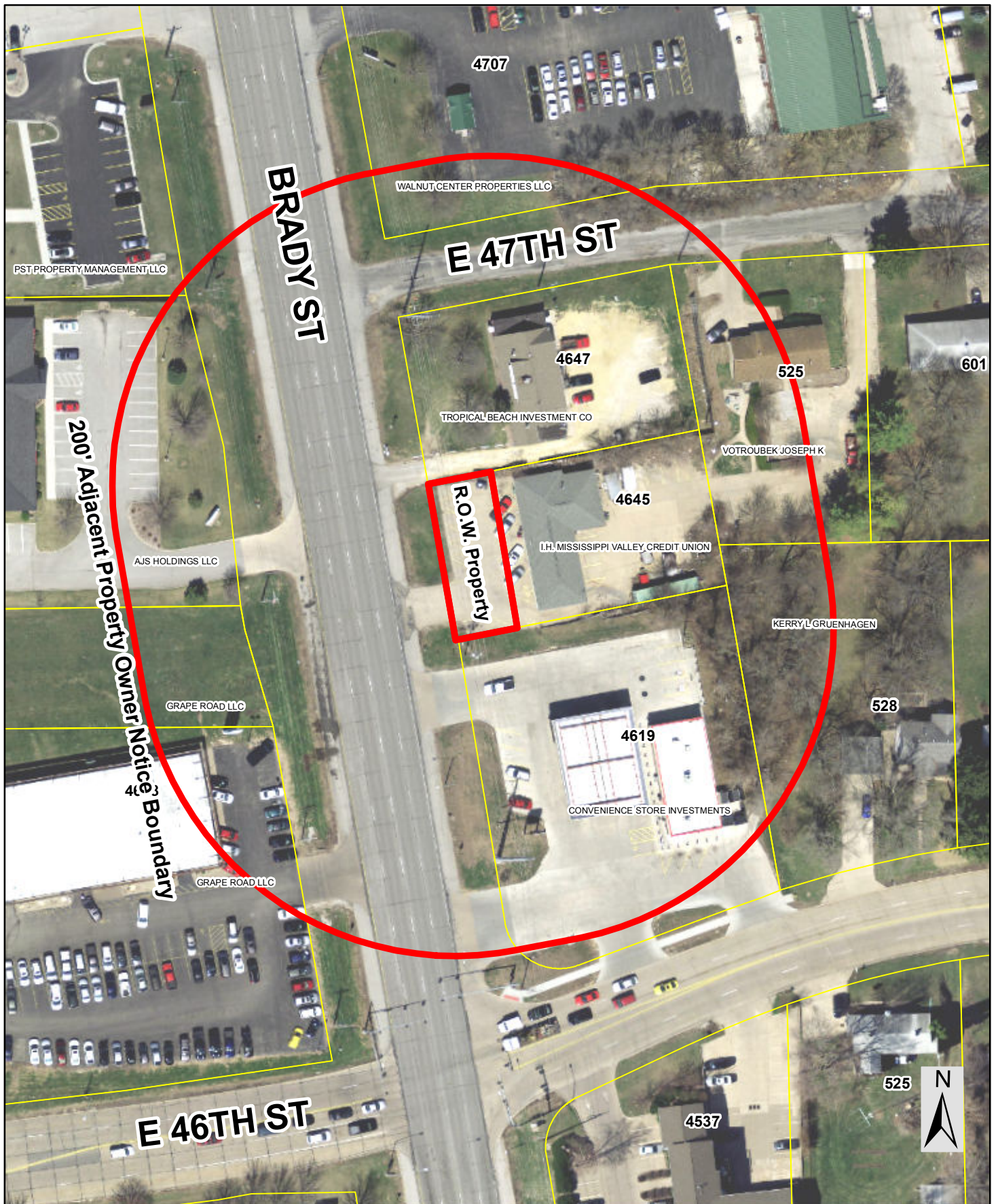
2.0000 ACRES
8-18-77

City of Davenport 8-10-63

1922 13-31-60

47 TH. ST.
46 TH.
FRONTAGE RD. & UTILITY
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58
LOT 59
LOT 60
LOT 61
LOT 62
LOT 63
LOT 64
LOT 65
LOT 66
LOT 67
LOT 68
LOT 69
LOT 70
LOT 71
LOT 72
LOT 73
LOT 74
LOT 75
LOT 76
LOT 77
LOT 78
LOT 79
LOT 80
LOT 81
LOT 82
LOT 83
LOT 84
LOT 85
LOT 86
LOT 87
LOT 88
LOT 89
LOT 90
LOT 91
LOT 92
LOT 93
LOT 94
LOT 95
LOT 96
LOT 97
LOT 98
LOT 99
LOT 100

Plan & Zoning Commission: Adjacent Property Owner Notice Area Request for a Right-of-Way Vacation (Abandonment)



**NOTICE
PUBLIC HEARING
TUESDAY – SEPTEMBER 15, 2015 - 5:00 P.M.
DAVENPORT CITY PLAN AND ZONING COMMISSION
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT, IOWA**

There is on file in the office of Community Planning, on behalf of the City Plan and Zoning Commission, the following petition:

Case No. ROW15-08: Request of I.H. Mississippi Valley Credit Union for the right-of-way vacation of 40' by 65' portion of unimproved Brady Street currently utilized as a parking lot.

A public hearing on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, September 15, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Any written comments (which can be sent via email) to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s).

If you have any questions, please feel free to contact us.

Community Planning & Economic Development

E-MAIL: planning@ci.davenport.ia.us

Phone: (563) 326-7765

ORDINANCE NO.

AN ORDINANCE for Case No. ROW15-08: Request of I.H. Mississippi Valley Credit Union for the vacation (abandonment) of 4,000 square feet of public right-of-way known located immediately west of 4645 Brady Street. [7th Ward]

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 vacated (abandoned). The property has the following legal description:

The Easterly forty (40) feet of the Westerly sixty-five (65) feet of Lot 7 of the Auditor's Plat of Lynholm, now an Addition to the City of Davenport, Scott County, Iowa.

Said property contains 4,000 square feet, more or less.

The City Plan and Zoning Commission forwarded Case ROW15-08 to the City Council with a recommendation for approval with the following condition:

That a general utility easement be maintained upon the entire property.

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 _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Agenda Group:
Department: Legal
Contact Info: Brian Heyer 326-7735
Wards: 4

Action / Date
11/18/2015

Subject:

Resolution setting a Public Hearing on the proposed conveyance of vacated public right-of-way known as Pleasant Street lying east of Clark Street and the eastern boundary of Ramirez 1st Addition to the City of Davenport. City of Davenport, Petitioner [Ward 4].

Recommendation:

Set the public hearing for Wednesday, December 2, 2015 at 5:30 p.m.

Relationship to Goals:

Background:

Recently the city took action to vacate this unimproved public right-of-way. The abutting property owners have expressed an interest in acquiring various portions to add on to their existing properties. The city is required to hold a public hearing before authorizing conveyance.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution PH Pleasant St

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

Resolution No. _____

Resolution offered by Alderman _____

RESOLVED by the City Council of the City of Davenport.

RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE PROPOSED CONVEYANCE OF VACATED PUBLIC RIGHT OF WAY KNOWN AS PLEASANT STREET FROM THE EAST LINE CLARK STREET EAST TO THE EAST LINE OF RAMIREZ 1ST ADDITION TO THE CITY OF DAVENPORT. CITY OF DAVENPORT, PETITIONER.

WHEREAS, the City of Davenport currently owns the recently vacated public right of way known as the Pleasant Street running from the East line of Clark Street to the East line of Ramirez 1st Addition to the City of Davenport, Scott County, Iowa, legally described as:

Part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Beginning at the Northwest corner of Lot 2 of Harter's 1st Addition to the City of Davenport, said corner being a point in the East line of Clark Street as it currently exists; thence Easterly 123.44 feet, more or less, along the North line of Lot 2 of said Harter's 1st Addition and the North line of Lot 2 of Ramirez 1st Addition to the City of Davenport, to a point, being the Northeast corner of Lot 2 of said Ramirez 1st Addition; thence North 01°15'00" East a distance of 52.42 feet, more or less, along the East line of said Ramirez 1st Addition to the Southeast corner of Lot 1 of said Ramirez 1st Addition; thence Westerly 54.75 feet, more or less, along the South line of said Lot 1 to a point in the Southwest corner of said Lot 1; thence continuing Westerly 67.93 feet, more or less, along a curve concave Southerly with a radius of 392.14 feet to a point on the East line of said Clark Street; thence South 01°15'00" West along the East line of Clark Street a distance of 50.02 feet, more or less, to the point of beginning.

Said parcel containing 6,160 square feet, more or less.

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate, and

WHEREAS, the neighboring property owners have expressed an interest in acquiring the parcels abutting their properties, and

WHEREAS, Iowa law requires a city to hold a public hearing prior to conveying its interest in real property,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing concerning the proposed conveyance of vacated public right of way known as vacated Pleasant Street from the East line of Clark Street to the East line of Ramirez 1st

Addition, as legally described above, will be held on December 2, 2015, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Bruce Berger; (563) 326-7769
Wards: 3

Action / Date
11/18/2015

Subject:
Resolution approving the Plans, Specifications, Form of Contract and Estimate of Cost for the 5th Street Pavers Project. This project will include infrastructure maintenance and improvements for a total of \$400,000 budgeted in CDBG funds. [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Davenport – *The Choice Community for Living*.
Upgraded City Infrastructure and Public Facilities.

Background:
This project will include infrastructure maintenance and improvements; existing pavement is to be removed and replaced with a permeable pavement system. A full street resurfacing, curb and gutter and sidewalk addition/removal/replacement, and pits/landscaping.

This program is a combined effort by CPED and the Engineering Division of the Public Works Department using Community Development Block Grant Funds (CDBG).

Design of this project was done by the Engineering Department with input from CPED.
Construction management will also be done by City Engineering Staff with input from CPED.
The project letting is proposed for December 10, 2015.

Funds for the 5th Street Pavers Project are budgeted through account 54551044 520258 BG250, for a total of \$400,000 in CDBG funds.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	Map
▣ Backup Material	Section 1 pavers
▣ Backup Material	Section 2 pavers
▣ Backup Material	Section 3 pavers

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the Plans, Specifications, Form of Contract and Estimate of Cost for the 5th Street Pavers Project. This project will include infrastructure maintenance and improvements for a total of \$400,000 budgeted in CDBG funds.

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the 5th Street Paver Project.

WHEREAS, Notice of Hearing on plans, specifications and form of contract was published as required by law:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that, said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the 5th Street Pavers Project.

Passed and approved this 24th day of November, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk



SPECIAL PROVISIONS

SECTION I

SUPPLEMENTAL SPECIFICATIONS

1. **Project Manager**

The Natural Resources Manager or his representative shall be the Project Manager.

2. **Description and Scope of Work and Scheduling**

The proposed project consists of saw cutting and removal of existing PCC pavement, PCC sidewalk, PCC wall, excavation of subsoil, installation of sub-drain tile and rock chamber and placement of permeable articulating concrete block mats or blocks, excavated planting beds, and permeable pavement sidewalk on 5th Street between Brady and Perry Streets.

The quantities herein represent the Project Manager's estimate of the amount of work to be completed. They will not necessarily be matched with those quantities of the final actual work done.

The contractor shall begin construction on or before the date specified in the Notice to Proceed, and complete all work, including final cleanup and removal of all equipment within 40 working days. Liquidated damages in the amount of \$500 per day will be paid to the City for each working day that the work is not completed beyond the 40 working day period.

3. **Monthly Progress Payments**

Monthly Progress payments initiated by the Project Manager will be made under this contract. Procedures will be followed as outlined in Section 9 of the General Conditions of the City of Davenport's Standard Specifications.

All approved monthly progress payments will have five percent (5%) retained.

4. **Project Engineering, Inspection, and Surveying**

The City will provide the necessary engineering, inspection, surveying, plans, etc., as are required, except as otherwise stated elsewhere in this document. Normally, the contractor shall be required to layout the walk and curb as directed by the City's representative. It is required that a City inspector be used on this project to ensure compliance to the specifications or other directives issued. The Contractor shall give three (3) days notice to the Project Manager of the date and location of commencement of work so that an inspector can be available. The City shall be responsible for providing all labor, materials (other than concrete), and equipment for the casting of concrete cylinders, delivery, and testing. The Contractor shall be cooperative in allowing the City to obtain concrete at the time of pours. The City will cast cylinders at the quantity and frequency as determined by the City of Davenport Standard Specifications or by the inspector.

No concrete shall be placed until the sidewalk inspector has made an inspection of forms, subgrade, etc. It shall be the contractor's responsibility to inform the inspector when forms

are in place and the work is ready for inspection. Payment for work will not be made until a final inspection has been made checking backfill, cure, finish, workmanship, etc. Any work completed without inspection may be removed and replaced at the discretion of the City and at the contractor's expense.

5. Waste Sites and Salvage

Surplus excavated material such as rock, broken concrete and similar materials shall become the property of the contractor to be disposed of in a legal manner outside of the limits of the job site at a location chosen by the Contractor and approved by the Engineer, at the Contractor's expense.

6. Working Area

Work shall be confined to the street right-of-way, easements and City-owned land, as may be indicated on plans. The Contractor shall not unnecessarily encroach onto private property without express permission from the adjacent property owners. The work shall be conducted in such a manner as to minimize any and all damage. Under this contract, storage of materials and equipment shall be within City ROW. All areas disturbed by the Contractor beyond the limits of construction shall be restored at the Contractor's expense and to the satisfaction of the adjacent property owners and the City.

7. Utilities

The Contractor shall be responsible for ascertaining the exact location of all utilities and services from the utility companies before starting construction and coordinating all construction activities with the utility companies as may be necessary. All utilities shall remain in service during construction, unless authorization has been obtained from the Utility Company.

In the event a utility facility is exposed by construction, adequate measures shall be taken to properly support each utility or service. Bedding and backfilling shall be properly placed and compacted so as not to cause damage or settlement of utility facilities or services. Limestone screenings are not allowed for use as backfill material.

Adjustment of gas valves, gas markers and telephone pedestals shall be coordinated with the appropriate utility company. It shall be the Contractor's responsibility to notify and coordinate with the Utility Companies.

A. Field Location

Utility Location Service (Iowa One Call) (800) 292-8989

MidAmerican Energy

Qwest

Mediacom

Iowa-American Water Co.

City of Davenport

B. Administration

Name/ Address of Utility

MidAmerican Energy
2811 5th Ave.
Rock Island, IL 61201
Century Link
3565 Utica Ridge Road
Bettendorf, IA 52722

Type

Gas: Jeff Berry Electric: Gary Bowling
(309) 644-0168 (309) 793-3649

Telephone: Tony Glessnar
(563) 355-6402

Mediacom
3900 26th Avenue
Moline, IL 61265

Cable T.V.: John Smith
(309) 743-4735
(800) 824-6047 (Repairs)

Iowa American Water Co.
5201 Grand Avenue
Davenport, IA 52805

Water: Julie Dubois
(563) 468-9222

McLeod USA
3630 109th St.
Urbandale, Iowa 50322

Mike Braughton
(319) 361-3374

City of Davenport
1200 E. 46th Street
Davenport, Iowa 52807

Engineering:
(563) 326-7704

8. City Signs

The Contractor shall be responsible for providing a 24 hour notice to the City Traffic Engineering Division of any street name signs or traffic control signs that will conflict with construction operations. The City shall remove, collect and store said signs until construction operations are complete, at which time the City will replace them. The Contractor shall not remove any regulatory traffic signs without the consent of the Traffic Engineer or his authorized representative. The Contractor may request removal of such signs or provide notice of conflicts by calling the City's Signs and Markings Supervisor at 563-326-7870.

Without proper notification the Contractor shall be responsible for the cost associated with the replacement of City signs.

9. Equipment Restrictions

Track type equipment is not permitted on streets or driveways that are not scheduled for removal, unless the tracks are equipped with rubber or neoprene grousers.

10. Construction Staking by City

The city shall provide all necessary construction staking upon request of the contractor. Contractor shall provide at least three (3) days notice for scheduling.

11. Cleanup During Project

The contractor shall be responsible to wash out vehicles at appropriate areas within the site in order to prevent tracking of material outside the project limits or discharge of contaminants into the City storm sewer system. The contractor shall prevent water from concrete truck washouts or wet sawing of pavement from entering waterways or storm sewer inlets by using, as is necessary, portable and disposable concrete washout containment systems, and may need to further protect storm sewer inlets by means of sediment filter tubes, inlet protection devices, or other approved products that comply with standard industry practice. Costs associated with providing concrete washout or wet sawing protection devices shall be considered incidental to all contract items. If necessary, the contractor shall periodically sweep any tracked material, dried washout or wet saw residue, or other construction debris out of the street, at no cost to the City of Davenport.

12. Permits

Permits will be issued at the time the contractor is ordered to do projects. There will be no charge to the contractor for the permits.

13. Contractor's Name Plate Stamp

All contractors must have a current, dated name plate stamp, and stamp their work in accordance with City specifications. If work is not properly stamped, the contractor shall remove the appropriate slab of sidewalk, re-pour it and stamp it.

14. Barricades

All job sites are to be protected by lighted barricades. The City reserves the right to place barricades at the contractor's unprotected (or inadequately protected) work areas and charge the contractor for the expenses incurred.

15. Traffic Control

The contractor shall establish and maintain appropriate traffic control in accordance with Iowa D.O.T. Specifications (RS Series), MUTCD, and OSHA regulations, or as directed by the City Traffic Engineer. The cost of traffic control shall be incidental to all contract items.

16. Final Cleanup

Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements which allow salvaged or unused material to remain on private property within view of a road.

All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area. All material removed from the work site due to final cleaning shall become the property of the Contractor.

Final cleanup shall be subject to approval of the Project Manager and in accordance with applicable regulations.

SPECIAL PROVISIONS

SECTION II

A. General Governing Specifications

The Standard Specifications, Engineering Division of the Public Works Department, City of Davenport, Series of 1999, and current addenda thereto (herein referred to as the “City specifications”), Iowa Stormwater Management Manual (Latest Edition), Iowa Rain Garden Design and Installation Manual (Latest Edition), Iowa Statewide Urban Designs and Specifications (SUDAS), Latest Edition shall govern the construction of the work on this project, except as modified herein. In the event of any conflict between the Special Provisions and the other Specifications, Proposal Form or Instruction to Bidders, the Special Provisions shall govern.

B. Specific Item Information

1. Bid Item No. 1 – Sawcut Curb & Gutter

Bid price shall be per linear foot and shall include all labor, materials and equipment necessary to full-depth saw cut existing curb and gutter as indicated on the plans or directed by the project manager or his representative in accordance with City Standard Specifications and these special provisions.

2. Bid Item No. 2 – Pavement Removal

Bid price shall be per square yard and shall include all labor, materials and equipment necessary to remove existing street and alley pavement in accordance with City Standard Specifications and these special provisions. Thickness and type of existing pavement may vary, but is generally expected to be seven (7) inch concrete but may also consist of asphalt and brick. Saw cuts required to prevent damage to adjacent sidewalk or utility boxes or block outs, or to provide a smooth edge for the placement of expansion material shall be considered an incidental cost to this item. Removed materials shall become the contractor’s property and shall be disposed of off-site and in accordance with applicable laws and standards.

3. Bid Item No. 3 – Earth Excavation, subgrade

Bid price shall be per cubic yard and shall include all labor, materials, and equipment necessary to remove existing subgrade according to the lines and grades on the plans which will typically be a depth of thirty inches below the top of gutter elevation. Contractor shall take care to ensure that no soil is tracked from the construction site onto other city streets. Any soil deposited on city streets from trucking or other equipment shall be removed as soon as possible at the contractor’s expense. Street cleaning and soil hauling shall be considered incidental to this item. Removed materials shall become the contractor’s property and shall be disposed of off-site and in accordance with applicable laws and standards.

4. Bid Item No. 4 – Provide and Install geosynthetic fabric
Bid price shall be per square yard and shall include all labor, materials and equipment necessary to provide a smooth, level earthen subgrade surface and vertical cuts upon which shall be placed high strength geosynthetic fabric such as Mirafi RS280i, RS380i, or RS580i, Tensar TriAx or approved equivalent. The geosynthetic fabric must lay flat against the subgrade and sides, be free of wrinkles and overlap the adjacent piece by no less than twelve inches (12”).

5. Bid Item Nos. 5 – Curb-and Gutter, Remove and Replace
Bid price shall be per linear foot and shall include all labor, materials and equipment necessary to remove curb and gutter sections as directed by the Project Manager or his representative in accordance with City Standard Specifications and these special provisions. Curb-and-gutter sections to be removed are expected to normally conform to City standard curb and gutter. Full-depth saw cuts shall be required at removal limits, unless the limit has a gapped joint with no or broken reinforcing. Any full-depth saw cuts required shall be considered to be an incidental cost to each item. The cost of replacement shall include subgrade preparation and backfill work that is normally associated with new pavement construction. Construction shall incorporate the normal street paving PCC mix. Curb-and-gutter sections constructed through a driveway approach shall incorporate the use of a 72-hour concrete mix as described in the City of Davenport Standard Specifications, the cost of which shall be considered incidental to the bid item. The City will not be responsible for the cost of removing or replacing additional length due to the contractor’s carelessness. Removed materials shall become the contractor’s property and shall be disposed of off-site and in accordance with applicable laws and standards.

6. Bid Item No. 6 – Furnish and Install Longitudinal Sub Drain
Bid price shall be per linear foot and shall include all labor, material and equipment, fittings, couplings, rodent guards, etc., necessary to furnish and install six-inch (6”) diameter flexible slotted drain tile in the base rock layer and connect it to the city storm sewer system as shown in the project plans, or directed by the Project Manager or his representative. The longitudinal subdrain shall conform to the City of Davenport Standard Specifications. Drilling or sawing shall be used for subdrain connections to existing or proposed structures of concrete, brick, or block construction. Tap shall not be made by pneumatic jackhammer. For structures of brick construction, drilling, sawing or punching individual bricks or blocks out after chiseling the mortar shall be completed to make the tap. Connections shall be grouted in with 3,000-psi compressive strength concrete mix or an Engineer-approved alternative material. The subdrain entering the structures referenced above shall have a rodent guard placed on the outfall ends. The rodent guards shall be incidental to the placement of the subdrain tile.

7. Bid Item No. 7 – Provide and Install 1” Clean Crushed Stone (GR3-ASTM 57)
Bid price shall be per ton and shall include all labor, material and equipment necessary to place one-inch clean, crushed, white dolomitic limestone according to the lines and grades shown on the plans or as directed by the Project Manager or his representative. Generally the thickness of the rock chamber will be twenty-four inches (24”). The surface of the rock layer shall be graded to a smooth plane surface. A small plate compactor is recommended for this procedure.
8. Bid Item No. 8 – Provide and Install 3/8” Clean Crushed Stone (GR29-ASTM 8)
Bid price shall be per ton and shall include all labor, material and equipment necessary to provide and place 3/8-inch clean, crushed, white dolomitic limestone according to the lines and grades shown on the plans as setting bed material for the sidewalk pavers or as directed by the Project Manager or his representative. Generally the thickness of this layer will be one to three inches (1-3”). The surface of the rock layer shall be graded to a smooth plane surface. A small plate compactor is recommended for this procedure.
9. Bid Item No. 9 – Provide and Install Granite Chip Stone (ASTM 9)
Bid price shall be per ton and shall include all labor, material and equipment necessary to provide and place SEK Corp. Sunset Red Granite chips, or approved equal. This chip rock material shall be placed to fill the voids between sidewalk paver bricks or as directed by the Project Manager or his representative.
10. Bid Item No. 10 – Granular Subbase PCC Sidewalk
Bid price shall be per ton and shall include all labor, materials and equipment necessary to remove unstable subgrade material and add a four-inch (4”) layer of compacted granular subbase material as a base for the PCC sidewalk. The material used shall conform to current Iowa Department of Transportation Specification Class A Crushed Stone (Gradation 11), or approved equal with equivalent gradations. Recycled concrete shall not be allowed. The contractor shall produce an acceptable subgrade below the rock material used.
11. Bid Item No. 11 – Provide and Install Permeable Articulating Concrete Block Mats
Bid price shall be per square foot and shall include all labor, material and equipment necessary to provide and install permeable articulating concrete blocks/mats per the manufacturer’s recommendations. Specifications for permeable articulating concrete blocks/mats are included in Section III of the Special Provisions.
12. Bid Item No. 12 – Pre-cast Concrete Pit Installation
Bid price shall be per each and shall include all labor, material and equipment, to provide, excavate and install pre-cast concrete pits as shown in the project plans, or directed by the Project Manager or his representative.

13. Bid Item No. 13 – Remove & Replace Single Catch Basin

Bid price shall be per each and shall include all labor, material and equipment to remove an existing structure, excavate as needed, and construct a new, reinforced single intake structure per either the City Standard Specifications or the Iowa Department of Transportation Detail Drawing SW-508. This item shall include the steel reinforcement for these structures. Removed materials shall become the contractor's property and shall be disposed of off-site and in accordance with applicable laws and standards.

This item shall include the replacement of the casting and concrete boxout. At the direction of the Project Manager or his representative, the size of the boxout may be reasonably expanded to accommodate irregularities in the paving or joints in close proximity to the boxout at no additional cost to the City. The concrete boxout and casting shall be stamped with the words "no dumping drains to river" or approved equivalent. Removed materials shall become the contractor's property and shall be disposed of off-site and in accordance with applicable laws and standards.

14. Bid Item No. 14 – Remove 12" by 36" Concrete Wall

Bid price shall be per linear foot and shall include all labor, material and equipment, to demolish, excavate and remove the existing concrete partition wall on the north side of 5th Street as shown in the project plans, or directed by the Project Manager or his representative. Removed materials shall become the contractor's property and shall be disposed of off-site and in accordance with applicable laws and standards.

15. Bid Items No. 15 & 16 – Driveway Approach Removal & Replacement

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to remove existing driveway approaches and construct new seven-inch (7") thick non-reinforced concrete driveways per City of Davenport Standard Specifications. Removal of approaches and driveways shall be in accordance with the same general requirements specified for removal of the sidewalks. All thicknesses encountered are to be removed as part of this bid item. Approaches to be removed are generally expected to be 6 inches thick with wire mesh or 7 inches thick plain concrete. Occasionally, approaches are thicker, but such situations are rare. Portions of approaches that extend into street pavement areas may also be thicker than normal for approaches and likely match the thickness of the street. Removal of asphalt material over PCC areas shall be considered incidental to the price of this item. Removal of full-depth asphalt areas shall also be considered incidental to the bid item. Full-depth saw cuts are encouraged at non-cracked joints, especially if partial removal of approaches is necessary. Breakouts beyond the saw cut or removal lines shall be repaired at the contractor's expense. Any saw cuts required, partial- or full-depth shall be considered incidental to this item. Removed materials shall become the contractor's property and shall be disposed of off-site and in accordance with applicable laws and standards.

16. Bid Items No. 17 & 18 – Remove & Replace Sidewalk, 4”
Bid price shall be per square foot and shall include all labor, materials and equipment necessary to remove and construct 4-inch thick sidewalk in accordance with City Standard Specifications and these special provisions and as depicted on the plans or directed by the Project Manager or his representative. Thickness of existing sidewalk areas may vary, but are generally expected to be 4 inches. Saw cuts required to prevent damage to adjacent sidewalk or to provide a smooth edge for the placement of expansion material shall be considered an incidental cost to this item. This item shall include all normal work associated with constructing sidewalk. The adjustment to grade of utility shutoff boxes and electrical hand holes shall be considered an incidental cost to this item. Removed materials shall become the contractor’s property and shall be disposed of off-site and in accordance with applicable laws and standards.
17. Bid Item No. 19 – Install Permeable Paver Sidewalk
This item shall include all labor, material and equipment necessary to prepare subgrade and install base aggregate, setting bed and joint aggregate and interlocking permeable pavers per the manufacturer’s specifications as shown in the project plans, or directed by the Project Manager or his representative. Pavers shall be 5x10” rectangular shaped Eco-Prioria™ Premier Brown permeable pavers or approved equal. The City of Davenport has approximately 890 S.F. of these bricks to be used on this project. The contractor shall furnish the remaining square footage. Contractor shall submit a mock-up of pavers and color selections for approval by the city before construction. Payment for this item shall be made at the unit price bid per square foot.
18. Bid Item No. 20 – Install 6” Concrete and Subbase
Bid price shall be square foot and shall include all labor, material and equipment, to excavate and install subbase and six inch (6”) concrete pavement per city specifications. These pavement areas shall be indicated on the plans or as directed by the Project Manager or his representative.
19. Bid Item No. 21 – Install ADA Accessible Ramps
Bid price shall be per square foot and shall include all labor, materials and equipment necessary to construct ADA pedestrian curb ramps constructed 6 inches thick, in accordance with City Standard Specifications and these special provisions. The cost of each item shall include removal of existing concrete ramps and all normal costs associated with sidewalks and associated backfill and grass seeding. Installation of associated detectable warning surfaces shall be paid for under Bid Item No. 20. The adjustment to grade of utility shutoff boxes and electrical hand holes shall be considered an incidental cost to this item.
20. Bid Item No. 22 – Detectable Warning Surface
Bid price shall be per square foot and shall include all labor, materials and equipment necessary to furnish and install detectable warning surfaces in accordance with City

Standard Specifications. Detectable warning surfaces shall be Armor-Tile cast-in-place (safety red) or approved equal.

21. Bid Item No. 23 – Casting Adjustments

Bid price shall be per each and shall include all labor, material and equipment necessary to raise or lower existing castings to the proper grades of the finished pavement. They shall be adjusted and set to proper grade on a solid bed of concrete. All castings shall be adjusted with steel shims or by using approved manhole ring adapters. All interior gaps between the frame and manhole ring/structure wall shall be filled with non-shrink grout. Concrete adjusting rings less than four inches (4") in thickness shall **not** be allowed. The contractor shall be responsible for replacement of castings damaged by his operations. The area adjacent to manholes and catch basins shall have blockouts constructed per City Standard specifications. The Contractor shall exercise care to prevent the movement of newly poured concrete, brick, dirt, rock, concrete or other undesirable material from falling into the manholes and sewers. The Contractor shall, without extra compensation, remove from the manholes, or sewers any undesirable material at his expense.

It shall be the Contractor's responsibility to verify the location of all water and gas valves. The Contractor shall coordinate the adjustment of water and gas valves with Iowa-American Water Company and Mid-American Energy Company, respectively. This work shall be considered incidental to the contract. Special care shall be taken with construction activities in the vicinity of private water service lines, service boxes, and landscape irrigation systems to insure no damage occurs. The Contractor shall repair any damage to services or irrigation systems due to construction at no cost to the City or service owner.

22. Bid Item No. 24 – Traffic Control

Bid price shall be per lump sum and shall include all labor, equipment and materials necessary for the Contractor to place and maintain barricades, signs, flashers, and warning devices according to Iowa D.O.T. Specifications (RS Series), MUTCD, and OSHA regulations. Such devices shall be provided by the Contractor as necessary for the safety of the general public and workmen. The Engineer or his representative may request additional signs, barricades, and other devices as needed at no additional cost to the City. If traffic control devices fail in any way and/ or are not repaired or replaced, the City will do this work and the Contractor **shall** be charged for it. The Contractor shall be responsible for checking and maintenance of traffic control setup for the duration of the project to ensure compliance with standards noted herein.

The contractor shall notify the Project Manager seven (7) days before the installation of traffic control devices. A traffic control plan will be discussed and implemented with the winning bidder at the preconstruction meeting and must be approved by the Traffic Engineer before installation.

SPECIAL PROVISIONS

SECTION III

GUIDE SPECIFICATION FOR ARTICULATING CONCRETE BLOCK/MAT ROADWAYS

PART 1: GENERAL

A. Scope of Work

The contractor shall furnish all labor, materials, equipment, and incidentals required to perform all operations in connection with the installation of the Permeable Articulating Concrete Block/Mats (P-ACB/M) in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

B. Submittal

The contractor shall submit to the Project Manager all manufacturer's performance research results and calculations in support of the permeable articulating concrete block/mat (P-ACBM) system and geosynthetic proposed for use.

The contractor shall furnish manufacturer's certificates of compliance for the permeable articulating concrete blocks/mats, revetment cable, and any revetment cable fittings and connectors to the Project Manager prior to the start of mat fabrication.

The contractor shall furnish to the Project Manager all manufacturer's specifications, literature, shop drawings for the fabrication of the mats, and recommendations, if applicable, that are specifically related to this project, 14 days prior to assembly of the permeable articulating concrete block/mats.

PART 2: PRODUCTS

A. GENERAL

Permeable articulating concrete block/mats shall be pre-manufactured of individual concrete blocks with specific stormwater runoff capacities, bound into mats by the use of revetment cables. The mats shall arrive at the jobsite assembled according to lengths and widths as specified on the shop drawings.

Individual blocks in the articulating concrete mats shall be staggered, beveled, and interlocked for enhanced stability. The mats shall be constructed of closed cell blocks with an arched storage chamber for additional stormwater storage as shown on the contract drawings. Parallel strands of cable shall extend through two (2) ducts in each block in a manner which provides for longitudinal binding of the blocks within the mats. Each row of blocks shall be laterally offset by one-half block width from the adjacent row so that any given block is cabled to four other blocks (two in the row above and two in the row below). Six adjacent blocks shall also surround each block.

Each block shall incorporate interlocking surfaces that prevent lateral displacement of the blocks within the mats when they are lifted by the longitudinal revetment cables. The interlocking surfaces must not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulating capability of the articulating concrete mats or become damaged or broken when the mats are lifted during shipment or placement. Once the mats are in place, the interlocking surfaces shall prevent the lateral displacement of the blocks even if the cables should become damaged or removed. The mats must be able to flex a minimum of 10 degrees between any given row and column of blocks in the uplift direction.

The cables shall be inserted into the mats in such a manner to form lifting loops at one end of the mat with the corresponding cable ends spliced together to form a lifting loop at the other end of the mat with sleeves approved by the engineer.

Infiltration Performance: The P-ACB/M will only be accepted when accompanied by documented third party infiltration performance characteristics based on ASTM C1701/C1701M-09. The infiltration rate shall be no less than 4,000 inches per hour on an outdoor working surface, with typical base material utilized for the test.

Structural Performance: The design of the P-ACB/M shall be capable of supporting AASHTO HS-20 and H-20 truck loading. The blocks should be analyzed as unreinforced concrete arches supporting a uniform truck tire load with impact per AASHTO standards. *As with all vehicular traffic paving systems, the subgrade soil, geosynthetic and base preparation for the P-ACB/M must be properly designed and prepared. This is critical to the performance of the system.*

B. Cellular Concrete Blocks

1. Materials

1.1 Cementitious Materials – Materials shall conform to the following applicable ASTM specifications:

1.1.1 Portland Cements - Specification C 150, for Portland Cement.

1.1.2 Blended Cements - Specification C 595, for Blended Hydraulic Cements.

1.1.3 Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.

1.1.4 Pozzolans - Specifications C 618, for Fly Ash and Raw or Calcinated Natural Pozzolans for use in Portland Cement Concrete.

1.2 Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply:

1.2.1 Normal Weight - Specification C 33, for Concrete Aggregates.

2. Physical Requirements

- 2.1 At the time of delivery to the work site, the units shall conform to the physical requirements of ASTM D 6684-04 as prescribed below.

TABLE 1. PHYSICAL CHARACTERISTICS
--

Compressive Strength (average of 3 units)

- Min. psi = 4,000, mpa = 27.6

Water Absorption (average of 3 units)

- Max. lb/ft³ = 10, kg/m³ = 160

3. Visual Inspection

- 3.1 All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.
- 3.2 Cracks exceeding 0.25 inches in width and/or 1.0 inch in depth shall be deemed grounds for rejection.
- 3.4 Blocks rejected prior to delivery from the point of manufacture shall be replaced at the manufacturer's expense. Blocks rejected at the job site shall be replaced at the expense of the contractor.

4. Sampling and Testing

- 4.1 The purchaser or his authorized representative shall be accorded proper access to the manufacturer to inspect and sample the permeable concrete blocks at the place of manufacture from lots ready for delivery.

5. Expense of Tests

Additional testing, other than that provided by the manufacturer, shall be borne by the purchaser.

6. Manufacturer

The permeable articulating concrete block mat shall be PaveDrain[®] or pre-approved equal, as represented by:

LOCAL

Quick Supply
 6620 NW Toni Drive
 Des Moines, IA 50313
 PH. (800) 362-2245
www.quicksupplydm.com

NATIONAL

PaveDrain, LLC
info@pavedrain.com
 PH. (888) 575-5339
www.pavedrain.com

The PaveDrain[®] permeable articulating concrete mats shall have the following nominal characteristics as identified on the plans.

TABLE 2. STANDARD SIZES AND WEIGHTS OF PaveDrain[®] PERMEABLE ARTICULATING CONCRETE BLOCK/MATS

CLASS	TYPE	BLOCK WEIGHT	BLOCK SIZE (in.)			STORAGE
		Lbs./Sq.Ft.	Length	Width	Height	CHAMBER
						Volume (in.)
S6-45	Closed	42-48	12.00	12.00	5.65	1.0

C. Revetment Cable and Fittings

Polyester Revetment Cable and fittings. Revetment cable shall be constructed of high tenacity, low elongating, continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover. The weight of the parallel core shall be between 65% to 70% of the total weight of the cable. The revetment cable shall have the following physical characteristics listed below.

Nominal		Approx. Ave. Strength Lbs.	Weight/100 ft.	
Cable Diam.	- Circum.		Min. lbs.	Max Lbs.
1/4"	- 20mm	3,700	2.47	2.74
5/16"	- 27mm	7,000	3.99	4.42

NOTE: Polyester cable shall be determined by the supplier, based on the size of the mats to be placed.

Elongation requirements specified below are based upon stabilized new, dry, cable. Stabilization refers to a process in which the cable is cycled fifty (50) times between a load corresponding to $200D^2$ and a load equal to 10%, 20%, or 30% of the cables approximate average breaking strength. Relevant elongation values are as shown in the table below. The tolerance on the values is $\pm 5\%$.

	% Breaking Strength		
	10%	20%	30%
Permanent Elongation (while working)	0.7	1.8	2.6
Elastic Elongation	0.6	1.4	2.2
Total Stretch	1.3	3.2	4.8

The revetment cable shall exhibit good to excellent resistance to most concentrated acids, alkalis, and solvents. Cable shall be impervious to rot, mildew and degradation. The materials used in the construction of the cable shall not be affected by continuous immersion in stormwater runoff.

Selection of cable and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Revetment cable splicing fittings shall be selected so that the resultant splice shall provide a minimum of 60% of the minimum rated cable strength. Fittings such as sleeves and stops shall be aluminum and washers shall be galvanized steel unless otherwise shown on the Contract Drawings.

D. Size of Permeable Articulating Concrete Block/Mats

If the permeable articulating concrete blocks/mats cables and fittings are fabricated at the manufacturer or another approved location into mats with a width of up to eight (8) feet and a length of up to thirty-six (36) feet or approved by the Engineer.

PART 3: FOUNDATION PREPARATION AND MAT INSTALLATION

A. Foundation and Preparation

General. Areas on which permeable articulating concrete block/mats are to be placed shall be constructed to the lines and grades shown on the Contract Drawings and to the tolerances specified in the Contract Documents, and approved by the Engineer.

Grading. The aggregate bedding layer shall be graded to a smooth plane surface to ensure intimate contact is achieved between the legs of the permeable articulating concrete block/mats and the aggregate bedding layer. A small plate compactor is recommended.

Inspection. Immediately prior to placing the permeable articulating concrete block/mats the prepared area shall be inspected by the Engineer, the owner's representative, and or by the manufacturer's representative. No blocks/mats shall be placed thereon until that area has been approved by one of these parties.

C. Placement of Permeable Articulating Concrete Blocks/Mats

General. Permeable articulating concrete block/mats shall be constructed within the specified lines and grades shown on the contract drawings.

Placement. The permeable articulating concrete block/mats shall be placed on the aggregate bedding layer so as to produce a smooth plane surface. No individual block within the plane of placed articulating concrete mats shall protrude more than one-quarter of an inch or as otherwise specified by the Engineer.

If installed in mats the permeable articulating concrete block/mats shall be attached to a spreader bar or other conventional device to aid in the lifting and placing of the mats in their proper position by the use of a crane or other approved equipment. The equipment used should be adequate capacity to place the mats without bumping, dragging, or otherwise damaging the aggregate bedding layer. The mats shall be “zippered” together forming a seamless mat to mat connection.

Consultation. The manufacturer or representative of the permeable articulating concrete blocks/mats shall provide design and construction advice during the design and the initial installation phases of the project.

FINISHING. The joints between the P-ACB/M do not require backfilling with smaller aggregates or sand in order to function properly. The joints are meant to be left open.

City of Davenport

Agenda Group:

Department: Community Planning and Economic Development

Contact Info: Matt Flynn, 326-7743

Wards: 8th (Future)

Action / Date

11/18/2015

Subject:

Resolution approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center. (Greater Davenport Redevelopment Corporation, Petitioner; Case No. ANX15-01). [Ward 8 as expanded].

Recommendation:

Staff recommends approval of the annexation.

Relationship to Goals:

Welcoming investment.

Background:

This property is part of a larger 70.83 acre tract slated for development of the new Kraft-Heinz production facility. Not all of the tract is slated for annexation at this time because doing so would create an island of unincorporated property to the east.

This property is zoned agricultural by Scott County and will need to be rezoned to M-1, Light Industrial, upon annexation to the City.

Pursuant to the Iowa Code, staff sent notice of the annexation petition to Scott County, Sheridan Township, the City of Eldridge, and all utility providers via Certified Mail. No return correspondence has been received. Assuming Council approves the annexation, an application for annexation will be submitted to the State of Iowa City Development Board for its consideration.

Finally, the proposed annexation is located within the future annexation limits of the City as depicted on the Davenport 2025 *Proposed Land Use Map*. Therefore, staff believes that the proposed annexation is a logical extension of the corporate limits of the City and should have no adverse impact on the provision of municipal services.

Public Input:

No public input is required for this type of request, as this is a one hundred percent voluntary annexation.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
□ Resolution Letter	Resolution
□ Backup Material	Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

Resolution No. _____

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. ANX15-01, the annexation of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center. The proposed annexation is necessary to accommodate railroad spur improvements related to the City's planned Transload Facility. (Greater Davenport Redevelopment Corporation, Petitioner; Case No. ANX15-01). [Ward 8 as expanded]

WHEREAS, the Greater Davenport Redevelopment Corporation is the owner of 63.37 acres more or less, of territory located south of Slopertown Road west of the new rail spur serving the Eastern Iowa Industrial Center, legally described as follows:

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28, thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 390.03 feet to the Point of Beginning; thence, continuing along said South line, South 88 degrees 35 minutes 35 seconds West, a distance of 936.82 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet; thence, South 80 degrees 32 minutes 48 seconds East, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the west line of Parcel 932839004; thence, along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 1083.95 feet to the north line of Parcel 932855004; thence, South 88 degrees 46 minutes 56 seconds West, along said north line a distance of 320.07 feet to the west line of said Parcel; thence, South 02 degrees 09 minutes 27 seconds East, a distance of 1331.00 feet (record distance), to the South line of said Southeast Quarter and the Point of Beginning. The above described Tract contains 63.37 acres, more or less.
For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

WHEREAS, the City desires to annex this territory to the City's corporate limits in order to accommodate new industrial development; and

WHEREAS, Section 368.7 of the Code of Iowa provides for the voluntary annexation of territory adjoining the incorporated area of a municipality; and

WHEREAS, pursuant to the Code of Iowa, the City mailed notice of the application via certified mail, at least fourteen business days prior to the anticipated action of the city council on the application, to the council of each city whose boundary adjoins the territory or is within two miles of the territory (in this case the City of Eldridge), to the board of supervisors of each county which contains a portion of the territory (in this case Scott County), each affected public utility (in this case CenturyLink, Iowa-American water, REC Eastern Iowa, MediaCom, and MidAmerican Energy Company), and to the regional planning authority of the territory (in this case the Bi-State Regional Commission); and further, notice of the application was published in an official county newspaper in each county which contains a portion of the territory (in this case the Quad City Times).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa, that the petition for annexation of the area shown on the attached map and legally described above, and the same and is hereby approved, and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution as required by law.

BE IT FURTHER RESOLVED, that City staff is directed to provide appropriate documentation of this action for review and approval by the City Development Board of the State of Iowa, and that the City Clerk be and is hereby authorized and directed to file a certified copy of this resolution and attachments with the Scott County Recorder, and the Iowa Secretary of State.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

**NOTICE OF PROPOSED ANNEXATION OF TERRITORY
TO THE CITY OF DAVENPORT**

Dear Interested Parties:

There is on file with the City of Davenport, Department of Community Planning and Economic Development, a petition to annex a tract to the City of Davenport, legally described as follows:

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28, thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 390.03 feet to the Point of Beginning; thence, continuing along said South line, South 88 degrees 35 minutes 35 seconds West, a distance of 936.82 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet; thence, South 80 degrees 32 minutes 48 seconds East, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the west line of Parcel 932839004; thence, along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 1083.95 feet to the north line of Parcel 932855004; thence, South 88 degrees 46 minutes 56 seconds West, along said north line a distance of 320.07 feet to the west line of said Parcel; thence, South 02 degrees 09 minutes 27 seconds East, a distance of 1331.00 feet (record distance), to the South line of said Southeast Quarter and the Point of Beginning. The above described Tract contains 63.37 acres, more or less.

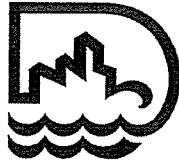
For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

This notice is published pursuant to Iowa Code Section 368.7(3). A copy of the Voluntary Annexation Petition, legal descriptions, and Plat of Survey is available for inspection from the City of davenport, Community Planning and Economic Development Department, City Hall, 226 West 4th Street, Davenport, Iowa 52801. This action is being contemplated in order to allow for continued development of the Eastern Iowa Industrial Center.

The Davenport City Council will consider this petition at its Tuesday, November 24, 2015 meeting, to be held at 5:30 pm in the Council Chambers of City Hall, 226 West 4th Street (Note: Meeting has been moved from November 25 to avoid the Thanksgiving Holiday). While a public hearing is not required, it is the practice of the City Council to solicit comments from the public prior to taking official action. Final approval of the proposed annexation is the decision of the City Development Board of the State of Iowa.

P. O. # 1607592

Published in the Quad City Times on _____



City of Davenport, Iowa

VOLUNTARY ANNEXATION APPLICATION

To the Council of the City of Davenport, Iowa:

We, being all of the owners of the following described territory adjoining the City of Davenport, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Davenport, Iowa. Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

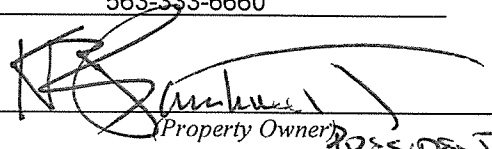
Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned: Vacant Land known as Parcel 932855003 and Part of Parcel 932839003, located in the East 1/2 of the East 1/2 of Section 28, Township 79, Range 3 East of the 5th Prime Meridian,

Legal Description: as shown on the attached plat of survey.

See attached.

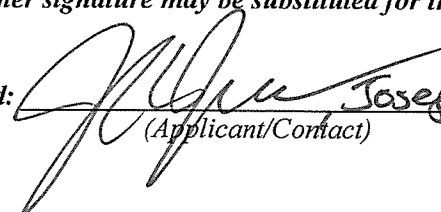
Property Owner(s): Greater Davenport Redevelopment Corporation
Address: 331 W. 3rd Street, Suite 106
Address: Davenport, IA 52801
Phone #: 563-884-7559

Applicant / Contact: Joseph C. Judge
Address: 220 N. Main Street, Suite 101
Address: Davenport, IA 52801
Phone #: 563-333-6660

Signed by:  **Date:** November 2, 2015
(Property Owner) PRESIDENT

Signed by: _____ **Date:** _____
(Property Owner)

Note: no other signature may be substituted for the Property Owner's Signature.)

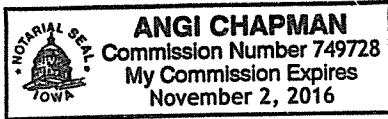
And:  **Date:** 11/2/15
(Applicant/Contact)

Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA
COUNTY OF SCOTT

On this 2nd day of November, 20 15, before me, a Notary Public in and for Scott County, Iowa, personally appeared Joseph C. Judge, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angi Chapman
Notary Public in and for Scott County, Iowa

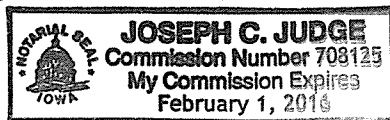
STATE OF IOWA
COUNTY OF SCOTT

On this _____ day of _____, 20____, before me, a Notary Public in and for Scott County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for Scott County, Iowa

STATE OF IOWA
COUNTY OF SCOTT

On this 2nd day of November, 20 15, before me, a Notary Public in and for Scott County, Iowa, personally appeared Brock Earnhardt, to me personally known, who being by me duly sworn, did say that that person is President of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said statement was signed and sealed on behalf of said corporation by authority of its board of directors and the said Brock Earnhardt acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Joseph C. Judge
Notary Public in and for Scott County, Iowa

PART OF THE NORTHEAST AND THE SOUTHEAST QUARTERS OF
SECTION 28, TOWNSHIP 79 NORTH RANGE 3 EAST OF THE 5TH
PRINCIPAL MERIDIAN, SCOTT COUNTY, STATE OF IOWA



JAMES W. ABBITT, JR. McCLOURE ENGINEERING ASSOCIATES, INC. 4700 KENNEDY DRIVE EAST MOLINE, IL 61244

PLAT OF SURVEY

PART OF THE NORTHEAST AND THE SOUTHEAST QUARTERS OF SECTION 28, TOWNSHIP 79 NORTH RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, STATE OF IOWA

LEGAL DESCRIPTION - TRACT A

Part of the Northeast & the Southeast Quarters of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28; thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 1266.85 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet to the Point of Beginning; thence, continuing along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 12.34 feet to the North line of said Southeast Quarter; thence, along the West line of the East half of said Northeast Quarter, North 02 degrees 08 minutes 20 seconds West, to the centerline of West Slopertown Road, a distance of 276.55 feet; thence, along said centerline, South 80 degrees 32 minutes 48 seconds East, to the west right of way line of the railroad spur and Parcel 932839004 as extended northerly, a distance of 1303.67 feet; thence, along said west line of aforesaid Parcel, South 02 degrees 09 minutes 24 seconds East, a distance of 251.48 feet; thence, continuing along said west Parcel line, South 87 degrees 50 minutes 36 seconds West, a distance of 20.00 feet; thence continuing along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 33.32 feet; thence, North 80 degrees 32 minutes 48 seconds West, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the Point of Beginning. The above described Tract contains a gross area of 8.45 acres; less the roadway easement containing 0.99 acres, for a net total area of 7.46 acres, more or less.

For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

LEGAL DESCRIPTION - TRACT B

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 28, thence, along the South line of the Southeast Quarter, South 88 degrees 35 minutes 35 seconds West, a distance of 330.03 feet to the Point of Beginning; thence, continuing along said South line, South 88 degrees 35 minutes 35 seconds West, a distance of 936.82 feet to the West line of the East half of said Southeast Quarter; thence, along said West line, North 02 degrees 09 minutes 50 seconds West, a distance of 2665.58 feet; thence, South 80 degrees 32 minutes 48 seconds East, along a line which is 283.00 feet southerly of and parallel with the centerline of West Slopertown Road, a distance of 1283.34 feet to the west line of Parcel 932839004; thence, along said west Parcel line, South 02 degrees 09 minutes 24 seconds East, a distance of 1083.95 feet to the north line of Parcel 932855004; thence, South 88 degrees 46 minutes 56 seconds West, along said north line a distance of 320.07 feet to the west line of said Parcel; thence, South 02 degrees 09 minutes 27 seconds East, a distance of 1331.00 feet (record distance), to the South line of said Southeast Quarter and the Point of Beginning. The above described Tract contains 63.37 acres, more or less.

For the purposes of this description the South line of the Southeast Quarter has a bearing of South 88 degrees 35 minutes 35 seconds West.

PREPARED BY & RETURN TO:

PLATTING SCALE: 1" = 1'	REVISIONS		 4700 Kennedy Drive (309) 792-6300 Greater Davenport Redevelopment Corporation Copyright 2014 by McClure Engineering Associates, Inc.	PLAT OF SURVEY PART OF NE & SE QUARTERS OF SECTION 28 Greater Davenport Redevelopment Corporation Davenport, Iowa		SHEET NO. 2 OF 2
DRAWN BY: JWA	NO.	DATE		FILE NAME: I:\12150_SOURCE\PROJECTS\12150-SVY.dwg		
CHECKED BY: JWA				JOB NUMBER: 01-13-12-150		
DATE: 10/30/15						

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Heather Johnson, 888-2004
Wards: All

Action / Date
11/18/2015

Subject:

Motion approving the Citizens Advisory Committee's recommendations for the reprogramming of the unspent and unobligated Community Development Block Grant (CDBG) funds from CDBG Year 40 ending June 30, 2015. [All Wards]

Recommendation:

The Citizen's Advisory Committee recommends approving the Motion.

Relationship to Goals:

Revitalized neighborhoods and corridors.

Background:

Each year, the Citizens Advisory Committee's (CAC) recommends allocating the unspent and unobligated Community Development Block Grant (CDBG) funds from the prior fiscal year; as of 6-30-15 there remained \$175,087 in CDBG funds. Due to federal regulations limiting the amount of funding able to be allocated to specific categories of activities, no additional funds could be awarded in the Public Services category. The funds came from the following programs funded in Year 40:

- | | |
|--|----------|
| • City Administration & Planning | \$68,649 |
| • City Housing Rehabilitation Staff & supplies | \$45,981 |
| • UNI Accessibility Program | \$39,124 |
| • UNI DREAM | \$12,000 |
| • City Relocation Program | \$ 2,695 |
| • UNI DREAM Staff | \$ 2,636 |
| • The Project of the Quad Cities | \$ 1,745 |
| • Family Resources | \$ 1,554 |
| • River Bend Transit | \$ 663 |
| • Salvation Army | \$ 40 |

Reprogramming Requests:

According to the CAC's approved reprogramming process, programs under contract for the current program year that were not fully funded during the initial allocation cycle could apply for reprogrammable funds. Subrecipients were notified of the reprogramming process via email and the following request was received:

- City Housing Rehabilitation and Neighborhood Redevelopment Fund
 - \$175,087 (to fund additional rehabilitation and redevelopment activities)

CAC Recommendation:

At the November 2, 2015 CAC meeting the committee considered the reprogramming request. The Committee first voted to determine whether the request received was eligible. The vote was unanimous that the request was eligible. The CAC next voted unanimously to make the following recommendation:

- \$175,087 to City Housing Rehabilitation and Neighborhood Redevelopment Fund for

additional rehabilitation and redevelopment activities

The applicant was notified of the CAC recommendations and the date the issue would be considered by Council. Following Council action, the current year's Action Plan will be amended, with notice published in *The Quad City Times* and submission of the amendment to HUD.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Heather Johnson 888-2004
Wards: All

Action / Date
11/18/2015

Subject:
Motion approving the local objective for the Community Development Block Grant program for the Year 42 Annual Action Plan covering July 1, 2016 – June 30, 2017. [All Wards]

Recommendation:
The Citizens' Advisory Committee recommends approval of the motion.

Relationship to Goals:
Revitalized neighborhoods and corridors.

Background:
Annually the Citizens' Advisory Committee makes recommendations to the City Council regarding local objectives for the next Community Development Block Grant Annual Action Plan.

The Citizens' Advisory Committee is recommending the approval of three local objectives for the Year 42 Annual Action Plan. Three public meetings, a survey, census data, the Analysis of Impediments to Fair Housing and the Housing needs Assessment were used to assist in decision making.

The recommended objectives are:

- Improve the availability and livability of affordable housing in Davenport neighborhoods.
- Support programs to retain existing business enterprises, to attract new businesses, and to assist small business clients.
- Provide support for human needs for the citizens of Davenport emphasizing building life skills.

Approval of this motion will establish the local objectives for the Year 42 Annual Action Plan (July 1, 2016 – to June 30, 2017). Council approved local objectives will tie directly into Year 42 funding decisions. Information that was provided to the CAC and the results of the survey are attached to this greensheet.

ATTACHMENTS:

Type	Description
Backup Material	Attachment for CDBG Local Objectives

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

Information provided to the CAC:

Background

The City of Davenport is required to identify areas of need and local objectives for CDBG funding. The areas of need were developed in fall of 2014 and were submitted and approved by HUD and part of the Five Year Consolidated Plan for Federal program years 2015-2019. The four areas of need approved by HUD are:

- Housing: Increasing affordable decent housing for both renters and homeowners, particularly larger units, those for households with very low incomes, and units outside areas of concentrated low income and minority populations.
- Economic Development: Increasing employment and business opportunities in the community to address lack of employment opportunities, particularly for younger workers, low to moderate income households, and minorities.
- Infrastructure and Area Benefits: Increasing neighborhood quality and safety through better code enforcement and nuisance violations, removing blighting conditions, and providing improved neighborhood infrastructure.
- Low-Mod Clientele and Public Services: Providing services to residents, particularly those that benefit youth, improve transportation options and financial literacy.

From the areas of need, and with continuing annual public input each program year, the City must then develop local objective for each program year. The CAC reviewed data from a variety of sources to develop Local Objectives for Year 42. The recommended local objectives are:

- Improve the availability and livability of affordable housing in Davenport neighborhoods.
- Support programs to retain existing business enterprises, to attract new businesses, and to assist small business clients.
- Provide support for human needs for the citizens of Davenport emphasizing building life skills.

Below is a summary of data obtained from a variety of sources to support the development of needs and objectives for the next 5 year plan. The summary includes responses to the annual survey, discussion from the public input meetings, data from the American Community Survey, impediments identified in the City's HUD required Analysis of Impediments to Fair Housing, and recommendations from the City's HUD required Housing Needs Assessment.

In preparation for each year within the City's Five Year Consolidated Plan, additional public input must be gathered to develop annual local objectives based on the needs identified in the Consolidated Plan and any additional public input gathered since the plan was developed and accepted. This year, public input was gathered in the following ways:

Annual Survey:

An online and paper based survey was available for 3 ½ weeks and was distributed in the following ways:

- On the log in screen at the computers at Davenport Libraries
- On the City's Website, Davenport Today Site, Facebook and Twitter pages
- Sent via email to residents on the City's Davenport NEW email list
- Sent via email to all City of Davenport subrecipient agencies and other nonprofit groups
- Distributed in paper form to the Office of Assisted Housing, at the Davenport Libraries, at City Hall, at the Public Works and Parks and Recreation offices, and to subsidized housing offices and to non-profit groups by request.

The survey resulted in the following:

- In choosing between the four identified needs approved by HUD, respondents ranked their importance from highest to lowest as Economic Development (38%), Housing (29%), Infrastructure (28%), Public Services (5%)
- In choosing high priority Public Services respondents placed (in order) seniors, affordable housing options, and youth in the top three.
- In stating their support for focusing funds on low to moderate income areas, 64% said yes, which is a 15% increase from last year.
- For the first time, an additional question was added to the survey asking respondents to identify the areas of town most in need of improvements. Included in the survey was a map of the City divided into four areas. In all four categories, the areas below Kimberly Road received the vast majority of votes:
 - Most in need of housing improvements: 84%
 - Most in need of economic development improvements: 72%
 - Most in need of infrastructure improvements: 86%
 - Most in need of public services for low to moderate income residents: 79%

Public Meetings:

Three public meetings were held. These meetings were held in conjunction with the meetings held to update the land use portion of City's Comprehensive Plan. The meetings were advertised in the Quad City Times; on the City's website, cable channel, Twitter and Facebook pages; via email to non-profit groups; media release; and with flyers and posters distributed to nonprofit groups, public housing offices and assisted housing developments.

The public meetings were held on July 30, August 3, and August 13, and were in a conversational format with questions to encourage discussion. The needs that emerged from the discussions were:

- Housing: Need for affordable housing, both rental and single family, especially for larger units and households of all ages.
- Economic Development: Attract more businesses, both national chains and small businesses, especially on the west side; redevelop rundown commercial corridors and buildings; improve walkability by developing businesses where there is already housing and housing where there are already businesses.
- Infrastructure: Improve streets, sidewalks, alleys, and lighting to improve usability and safety, especially in older areas; improve walkability by developing businesses where there is already housing and housing where there are already businesses; improve transportation by expanding service hours and route coverage.
- Public Services: Improve communication among the disenfranchised about services available and gather input from them on their needs; improve health care and transportation.

Commissioned Studies:

Information from several commissioned studies was also reviewed in developing the Local Objectives. They were: the American Community Survey, the Analysis of Impediments to Fair Housing, and the Housing Needs Assessment. Of the three sources, only the Housing Needs Assessment has been updated since the Five Year Consolidated Plan was submitted and approved by HUD, so the data from these sources utilized to develop the areas of need in the five year plan has not changed substantially. All of these items are available for review in the Community Planning and Economic Development office.

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Bruce Berger, 326-7769

Wards: 3

Action / Date

11/18/2015

Subject:

Motion to set a Public Hearing for December 2nd, 2015 at 5:30 PM in the Council Chambers for the purpose of amending the Downtown Urban Renewal Area Plan. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Added emphasis on economic development.

Background:

The City of Davenport is seeking to amend the Downtown Urban Renewal Area Plan to add the following projects:

The Dock Demolition: Cost \$150,000

Modern Woodmen Infrastructure Expansion: Cost \$25,000

Putnam City Square (Phase 2): Cost \$15,108,333

Public hearing to be held at the Wednesday December 2, 2015 Committee of the Whole meeting.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/18/2015 - 5:04 PM

City of Davenport

Agenda Group:
Department: Finance/Revenue
Contact Info: Sherry Eastman 326-7795
Wards: Various

Action / Date
11/18/2015

Subject:
Motion approving beer and liquor license applications.

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

Ward 6

Homewood Suites (Davenport Lodging Group LLC) - 4750 Progress Dr.- License Type: B Wine/Native Wine

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

Ward 1

Sub Express & Gas (Janki Food Mart Inc.) - 4307 W Locust St. - License Type: E Liquor / C Beer / B Native Wine

Ward 3

Danceland (Danceland Ltd.) - 501 1/2 W 4th St. - License Type: C Liquor

Kilkenny's Pub & Eatery (Kilkenny's Pub Inc.) - 300 W 3rd St. - License Type: C Liquor

Mac's Tavern (Failte Inc.) - 316 W 3rd St. - Outdoor Area - License Type: C Liquor

The New Wooden Nickel Inc. (The New Wooden Nickel Inc.) - 2042 W 3rd St. - License Type: C Liquor

Ward 4

Cozy Mart Inc. (Cozy Mart Inc.) - 2920 W Locust St. - License Type: E Liquor

Hilltop Grocery (Hilltop Grocery LLC) - 1312 Harrison St. - License Type: E Liquor / C Beer / B Native Wine

Ward 5

Aldi Inc. #15 (Aldi Inc.) - 1702 Brady St. - License Type: C Beer

Q Mart (Bethany Enterprises Inc.) - 3545 Eastern Ave. - License Type: C Beer

Stickmans (Stickman's Inc.) - 1510 Harrison St. - Outdoor Area - License Type: C Liquor

Ward 6

Red Lobster #0133 (Red Lobster Restaurants LLC) - 3420 East Kimberly Rd. - License Type: C Liquor

Ward 7

Bley's Tap (JBCW LLC) - 215 East 29th St. - License Type: C Liquor

Rivals Sports Bar and Grill (Rivals Sports Bard and Grill LLC) - 1720 E Kimberly Rd. - License Type: C Liquor

Ward 8

Davenport Ch. Izaak Walton League of America (Davenport Chapter IWLA) - 8402 N Harrison St. - Outdoor Area - License Type: C Liquor

Recommendation:
Consider the license applications.

Relationship to Goals:
Support local businesses.

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety Committee	Admin, Default	Approved	11/18/2015 - 5:04 PM

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Gary Statz; (563) 326-7754
Wards: 8

Action / Date
11/18/2015

Subject:

First Consideration: Ordinance amending Schedule XIII of Chapter 10.96 entitled "7-Ton Truck Restrictions" by adding W. 65th Street from Western Avenue to the frontage road west of Brady Street. [Ward 8]

Recommendation:

Approve the ordinance.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Revitalized Neighborhoods & Corridors.

Background:

Some truck drivers are exiting Brady Street at W. 65th Street and traveling past the frontage road. Once past the frontage road, there are only residential streets and some of the drivers have turned around and caused damage to light poles, curbs and lawns. This ordinance would prohibit trucks from entering this neighborhood unless there was business to be conducted in it, such as a moving truck. Signs would be installed at the frontage road for westbound traffic and on the frontage road with an arrow to right for southbound traffic. I believe most of the truck drivers mistakenly think W 65th Street continues to the other side of town, so we are trying to keep them from making that mistake. We will also add a "Road Ends in 1/2 Mile" sign for further emphasis.

ATTACHMENTS:

Type	Description
□ Ordinance	PS_ORD_W 65th St 7 ton limit_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	11/18/2015 - 5:05 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XIII 7-TON TRUCK RESTRICTIONS THERETO BY ADDING W. 65TH STREET FROM WESTERN AVENUE TO THE FRONTAGE ROAD WEST OF BRADY STREET.

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

Section 1. That Schedule XIII 7-Ton Truck Restrictions of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following:

W. 65th Street from Western Avenue to the frontage road west of Brady Street.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Joe Balge; (563) 327-5105
Wards: 5

Action / Date
11/18/2015

Subject:
Resolution accepting the FY2015 Fulton Court Storm Sewer Separation Project CIP Project #10143. [Ward 5]

Recommendation:
Pass of the resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
The Fulton Court Storm Sewer Separation Project separated the storm water sewer from the sanitary sewer in the Fulton Court area.

A new storm sewer alignment was constructed to utilize an existing catch basin. This routed storm water to an existing storm sewer line southwest of Fulton Court.

The final cost, \$54,830, was budgeted in CIP Project #10143.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	11/18/2015 - 5:05 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolution accepting the FY2015 Fulton Court Storm Sewer Separation Project; CIP Project #10143.

Resolved by the City Council of the City of Davenport.

Now, therefore, be it resolved, by the City Council of the City of Davenport that

Section 1. That it is hereby found and determined that the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract, and the same is hereby accepted and approved.

Section 2. That it is hereby found and determined that the total construction cost of said project is in the total amount of \$54,830.

Section 3. That except for the retainage held by the City pursuant to Chapter 563 of the Code of Iowa, which shall be paid to the contractor not less than thirty (30) days after the acceptance of the work, the amount due the contractor is hereby ordered paid by the issuance to the contractor of anticipatory warrant or warrants, in accordance with Section 384.57 of the Code of Iowa, 2013, as amended, or from such other fund or funds as may be available for that purpose, such warrant or warrants and amounts paid from any such fund or funds to be paid and replaced to the extent possible from the proceeds of special assessments and the sale of special assessment bonds.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved this 24th day of November, 2015.

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Joe Balge; (563) 327-5105
Wards: 3

Action / Date
11/18/2015

Subject:
Resolution accepting the demolition of the former Dock Restaurant, CIP Project #10778. [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
An Invitation to Bid was issued on June 5, 2015 and sent to 238 contractors. On July 2, 2015 the Purchasing Division received and opened three bids. Hoist Trucking & Excavating, Inc. was the lowest responsive and responsible bidder and is recommended for the contract.

The project Includes the demolition and proper removal of the former Dock restaurant structure located south of River Drive adjacent to the Mississippi River, east of Perry Street.

Funding for this contract is from CIP #10778 with an available balance of \$179,950.

The final cost of the demolition portion of the project is \$70,800.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Dock Demo Acceptance Green Sheet Page 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	11/18/2015 - 5:05 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolution accepting the demolition of the former Dock Restaurant; CIP Project #10778.

Resolved by the City Council of the City of Davenport.

Now, therefore, be it resolved, by the City Council of the City of Davenport that

Section 1. That it is hereby found and determined that the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract, and the same is hereby accepted and approved.

Section 2. That it is hereby found and determined that the total construction cost of said project is in the total amount of \$70,800.

Section 3. That except for the retainage held by the City pursuant to Chapter 563 of the Code of Iowa, which shall be paid to the contractor not less than thirty (30) days after the acceptance of the work, the amount due the contractor is hereby ordered paid by the issuance to the contractor of anticipatory warrant or warrants, in accordance with Section 384.57 of the Code of Iowa, 2013, as amended, or from such other fund or funds as may be available for that purpose, such warrant or warrants and amounts paid from any such fund or funds to be paid and replaced to the extent possible from the proceeds of special assessments and the sale of special assessment bonds.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved this 18th day of November, 2015.

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Jim Benges;(563)327-5141
Wards: 3

Action / Date
11/18/2015

Subject:
Motion approving a deductive Change Order to Treiber Construction in the amount of (-)\$58,000 for the Central Fire Station Addition and Renovation, CIP Project #02348. Treiber is no longer able to provide concrete polishing and will be added to Tricon's contract. [Ward 3]

Recommendation:
Pass the motion.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
This change order approves the deletion of construction services required for the concrete polishing at the 2nd level decks and at the 1st level/slab on grade from Treiber's contract.

SUMMARY OF CONTRACT AMOUNT:

Original Contract: \$ 786,850
Previous Change Orders \$ 32,788
Change Order #4 (-)\$ 58,000

Amended Contract Amount: \$ 761,638

ATTACHMENTS:

Type	Description
Backup Material	PW_CHANGE ORDER #4 Treiber - Concrete_r0

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	11/18/2015 - 5:05 PM



City of Davenport
Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CHIEF OF CONSTRUCTION _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

Mr. Brad Treiber
Treiber Construction
2723 N. Clark Street
Davenport, IA 52804

RE: Central Fire Station – BP03A – Site & Building Concrete - Change Order # 4
CIP 02348 – Contract# 787301509

Dear Mr. Treiber:

This change order is for the deletion of the concrete polishing scope of work at the 2nd level decks and at the 1st level/slab on grade from contract. This was confirmed via Treiber Construction email correspondence of 10/30/15 and the Bush Construction email correspondence on this matter of 10/26/15. This scope of work is for the offsetting work scope which is added to the Tricon Construction General Trades Prime contract work – Change #4.

CHANGE ORDER DESCRIPTION:

1. This change order represents an decrease in price for the said project scope of work as agreed to below. (0) days schedule adjustment or change in performance of the work is foreseen.
Cost: (-) \$58,000 (decrease) - Working Days Adjustment: 0 Days/No Schedule Adjustment

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 786,850.00
Previous Change Orders	\$ 32,788.00
<u>This Change Order</u>	<u>\$(-)58,000.00</u>
Non-Amended Contract Amount:	\$ 761,638.00

Recommend/Approved: _____
(Up to \$5,000) Project Manager

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

Recommend/Approved: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Date: _____

Recommend/Approved: _____
(Up to \$25,000) Corrin Spiegel, City Administrator

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____

Recommend/Approved: N.A.
(Over \$100,000) City Clerk, City of Davenport

Date: N.A.

Required: Green Sheet Resolution to Approve

Council Meeting Date: N.A.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Jim Benge; (563) 327-5141
Wards: 3

Action / Date
11/18/2015

Subject:
Motion approving a change order to Tricon Construction Group in the amount of \$58,000 for the Central Fire Station Addition and Renovation, CIP Project #02348. This amount for concrete polishing at Central Fire Station, was deducted from Trieber's contract and has been added to Tricon's contract. [Ward 3]

Recommendation:
Pass the motion.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
This change order approves concrete polishing for the Central Fire Station to be performed by Tricon. This change order offsets a deductive change order from Treiber.

SUMMARY OF CONTRACT AMOUNT:

Original Contract: \$ 1,562,000
Previous Change Orders \$ 293,418
Current Change Order \$ 58,000

Amended Contract Amount: \$ 1,913,418

ATTACHMENTS:

Type	Description
□ Backup Material	Change order

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	11/18/2015 - 5:05 PM



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CHIEF OF CONSTRUCTION _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

Mr. Ron Richard
Tricon Construction Group
2245 Kerper Boulevard
Dubuque, IA 52001

RE: Central Fire Station – BP06A – General Trades - Change Order # 4
CIP 02348 – Contract# 787301527

Dear Mr. Richard:

This change order is for the additional materials, labor and equipment related to the scope of work additions as it relates to the concrete floor polishing at 2nd level decks and at 1st level/slab on grade level. This scope of work is for offsetting scope which is deleted from the original Treiber Construction Concrete Prime contract work – Change #4.

CHANGE ORDER DESCRIPTION:

1. This change order represents a cost increase as agreed to below. Schedule adjustment of 0 days relating to the overall contract scope of work.
Cost: (+) \$58,000.00 (Increase) - Working Days Adjustment: 0 Days/Schedule Adjustment

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 1,562,000.00
Previous Change Orders	\$ 293,418.70
<u>This Change Order</u>	<u>\$ 58,000.00</u>
Non-Amended Contract Amount:	\$ 1,913,418.70

Recommend/Approved: _____
(Up to \$5,000) Project Manager

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

Recommend/Approved: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Date: _____

Recommend/Approved: _____
(Up to \$25,000) Corrin Spiegel, City Administrator

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____

Recommend/Approved: _____
(Over \$100,000) N.A.
City Clerk, City of Davenport

Date: _____
N.A.

Required: Green Sheet Resolution to Approve

Council Meeting Date: _____
N.A.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 4

Action / Date
11/18/2015

Subject:
Motion granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Division Street from 12th Street to 16th Street, along 16th Street to Sturdevant Street and along Sturdevant Street to Locust Street, Agreement Reference No. 2015-F12. [Ward 4]

Recommendation:
Pass the motion.

Relationship to Goals:
Davenport - *The Choice Community for Living*.

Background:
Geneseo Communications has requested permission to install buried communication fiber optic line within City right-of-way as shown on the attached map. The total length of fiber is approximately 3,050 feet.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the agreement, reference number 2015-F12.

ATTACHMENTS:

Type	Description
Backup Material	map

REVIEWERS:

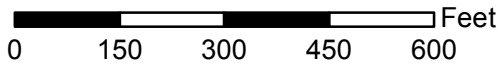
Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	11/18/2015 - 5:05 PM



Proposed Fiber Optic Route

2015 - F12

Map Date: 11/12/15



City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 326-7750
Wards: All

Action / Date
11/18/2015

Subject:
Resolution authorizing and approving a Sewer Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$5,781,106.70 Sewer Revenue Improvement and Refunding Bond, Series 2015. [All Wards]

Recommendation:
Adopt the resolution.

Relationship to Goals:
Financially Responsible City Government
Upgraded City Infrastructure & Public Facilities

Background:
The City proposes to enter into an amended Sewer Revenue Loan and Disbursement Agreement (the "Agreement") with the Iowa Finance Authority and borrow money in a principal amount not-to-exceed \$7,600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (1) current refunding the Series 2013 Bond and (2) constructing a water resource restoration project.

The required public hearing was held on Wednesday, November 18, 2015 at 5:30 p.m.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	SRF LOAN RESOLUTION

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

RESOLUTION NO. _____

Resolution authorizing and approving a Sewer Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$5,781,106.70 Sewer Revenue Improvement and Refunding Bond, Series 2015

WHEREAS, the City of Davenport (the “City”), in the County of Scott, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a resolution of the Council dated May 12, 2010 (the “Series 2010 Bond Resolution”), the City previously issued its Taxable Sewer Revenue Bond, Series 2010 (Build America Bond – Direct Payment), dated June 2, 2010 (the “Series 2010 Bond”) to the Iowa Finance Authority (the “Lender”), a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to the Series 2010 Bond Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Series 2010 Bond; and

WHEREAS, pursuant to a resolution of the Council dated April 24, 2013 (the “Series 2013 Bond Resolution”), the City previously issued its Sewer Revenue Bond, Series 2013, dated May 24, 2013 (the “Series 2013 Bond”) to the Lender, a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to the Series 2013 Bond Resolution, the City reserved the right to call the Series 2013 Bond for early redemption, subject to the conditions set forth in the Series 2013 Bond Resolution; and

WHEREAS, the City will undertake a water resource restoration project (the “Project”); and

WHEREAS, the Lender has agreed to provide financing for the Project by increasing the principal amount of the Series 2013 Bond and decreasing the interest rate thereon; and

WHEREAS, the City, in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, has heretofore proposed to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) with the Lender in a principal amount not to exceed \$5,781,106.70, for the purpose of paying the cost, to that extent, of (1) current refunding the Series 2013 Bond; and (2) constructing the Project, and has published notice of such proposal and has held a hearing thereon on November 18, 2015;

WHEREAS, it is now necessary to authorize the issuance of Sewer Revenue Improvement and Refunding Bonds, Series 2015 (the “Bonds”), authorize the calling of the Series 2013 Bond, and approve an amendment (the “Amendment”) to the Original Agreement;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The City Clerk, as Registrar and Paying Agent for the Series 2013 Bond is hereby authorized and directed to take all action necessary to call the Series 2013 Bond for early redemption on December 8, 2015.

Section 2. The Lender shall provide for a loan (the “Loan”) to the City in the amount of \$5,781,106.70, for the purposes as set forth in the preamble hereof. The terms of the Loan shall be as set forth herein and in the Original Agreement (the Original Agreement as amended by the Amendment shall hereinafter be referred to as the “Agreement”). The Original Agreement and the Agreement shall be in substantially the forms as have been placed on file with the City.

The Mayor and City Administrator/Clerk are authorized and directed to sign the Amendment on behalf of the City, and the Amendment is hereby approved.

Section 3. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the total aggregate principal amount of \$5,781,106.70, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 0.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$5,781,106.70 and numbered R-1.

The Finance Director of the City is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Administrator/Clerk, and shall be fully registered bonds without interest coupons. The issuance

of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, and the Series 2010 Bond, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 4. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)
UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF SCOTT
CITY OF DAVENPORT

SEWER REVENUE BOND, SERIES 2015

No. R-1 \$5,781,106.70

RATE	MATURITY	BOND DATE
0.75%	June 1, 2034	December 8, 2015

The City of Davenport (the “City”), in the County of Scott, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, to the

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FIVE MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED SIX
DOLLARS AND SEVENTY CENTS.

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2016, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule hereon on June 1, 2016, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2034. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Finance Director of the City shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, as amended (the “Agreement”), entered into by the City for the purpose of providing funds to pay a portion of the cost of (1) current refunding the City’s outstanding Sewer Revenue Bond, Series 2013, dated May 24, 2013; and (2) undertaking a water resource restoration project (the “Project”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s Taxable Sewer Revenue Bond, Series 2010 (Build America Bond – Direct Payment), dated June 2, 2010; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Davenport, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Administrator/Clerk, all as of the Bond Date.

CITY OF DAVENPORT, IOWA

By (Do Not Sign)

Mayor

Attest:

(Do Not Sign)

City Administrator/Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA

COUNTY OF SCOTT

CITY OF DAVENPORT

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
			(Minor)
			under Uniform Transfers to Minors Act
			_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

PRINCIPAL PAYMENT SCHEDULE

Due June 1	Amount	Due June 1	Amount
2016	\$266,106.70	2026	\$291,000
2017	\$266,000	2027	\$294,000
2018	\$269,000	2028	\$297,000
2019	\$272,000	2029	\$300,000
2020	\$274,000	2030	\$303,000
2021	\$277,000	2031	\$306,000
2022	\$280,000	2032	\$309,000
2023	\$283,000	2033	\$312,000
2024	\$286,000	2034	\$316,000
2025	\$288,000		

Section 6. The loan proceeds (the “Loan Proceeds”) shall be held by the Lender and disbursed for (1) costs of planning, designing and constructing the Project; and (2) prepayment of the Series 2013 Bond within 90 days of the date of issuance of the Bonds. The City shall keep a detailed and segregated accounting of the expenditure of the Loan Proceeds to ensure compliance with the Internal Revenue Code (as hereinafter defined).

Section 7. So long as any of the Bonds, the Series 2010 Bond or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds, the Series 2010 Bond and any other Parity Obligations due in such fiscal year, as the same become due.

Section 8. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Series 2010 Bond Resolution shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Series 2010 Bond. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required in respect to the Series 2010 Bond. The provisions of the Series 2010 Bond Resolution and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 9. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Sewer Revenue Fund (“Sewer Revenue Fund”) created under the Series 2010 Bond Resolution. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds, the Series 2010 Bond and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

Section 10. The provisions in and by the Series 2010 Bond Resolution, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility

such portion thereof as will be sufficient to pay the interest on and principal of the Series 2010 Bond, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Series 2010 Bond Resolution, and paid into the Sinking Fund shall be not less than as follows:

Beginning January 1, 2016, and continuing to and including May 1, 2016, an amount equal to 1/5th of the installment of interest coming due on June 1, 2016, and, thereafter, commencing June 1, 2016, and continuing to and including final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date. In addition, commencing January 1, 2016, and continuing through and including May 1, 2016, an amount equal to 1/5th of the installment of principal coming due on June 1, 2016, and thereafter, commencing June 1, 2016, and continuing to and including final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Series 2010 Bond and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Series 2010 Bond and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 11. The provisions in and by the Series 2010 Bond Resolution, whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund

whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Series 2010 Bond and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Series 2010 Bond Resolution and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 12. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 13. The City hereby covenants and agrees with the owner or owners of the Bonds, the Series 2010 Bond and Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Series 2010 Bond and Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Series 2010 Bond and Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 14. Upon a breach or default of a term of the Bonds, the Series 2010 Bond or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 15. The Bonds, the Series 2010 Bond or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Series 2010 Bond or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Series 2010 Bond or Parity Obligations, regardless of the fact that they may have

been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing Parity Obligations.

Section 16. The City agrees that so long as the Bonds, the Series 2010 Bond or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Series 2010 Bond and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Series 2010 Bond or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 17. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or Parity Obligations until all of the Bonds and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Administrator/Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Administrator/Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 18. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 19. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 20. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 21. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 24, 2015.

Mayor

Attest:

City Administrator/Clerk

STATE OF IOWA
COUNTY OF SCOTT
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy Clerk of the City of Davenport, do hereby certify that as such Deputy Clerk I have in my possession or have access to the complete records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with the records and that the transcript hereto attached is a true, correct and complete copy of all the records in relation to the adoption of a resolution expressing intent to institute proceedings to enter into a Sewer Revenue Loan and Disbursement Agreement and to issue not to exceed \$5,781,106.70 Sewer Revenue Bonds as referred to therein.

WITNESS MY HAND this _____ day of _____, 2015.

Deputy Clerk

November 10, 2015

Brandon Wright
Finance Director
City Hall
226 West 4th Street
Davenport, Iowa 52802

Re: SRF Sewer Revenue Loan and Disbursement Agreement
SRF Sponsored Project
File No. 629872-76

Dear Brandon:

We have prepared and attached proceedings related to the hearing to be held by the Committee-of-the-Whole on November 18 and a resolution to be adopted by the City Council on November 24 approving the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") with the Iowa Finance Authority State Revolving Loan Fund and providing for the issuance of the Sewer Revenue Bonds.

The materials contain the following items:

1. Minutes of the Committee-of-the-Whole meeting covering the hearing on the Agreement, followed by the adjournment of that meeting to the regular Council meeting on November 24.
2. Certificate attesting to this portion of the transcript.
3. Minutes of the November 24 City Council, including the adoption of the resolution approving the Agreement and authorizing issuance of the Bonds. The form of Bond, Treasurer's Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form..
4. Certificate attesting to this portion of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please call Bob Josten or me.

Kind regards,

Amy Bjork

Enclosures

cc: Kathe Watson-Arnold
Jackie Holecek
Tracy Scebold, Iowa Finance Authority

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: All

Action / Date
11/18/2015

Subject:
Resolution approving an internal advance to the Tax Increment Fund for Administrative Costs.
[All Wards]

Recommendation:
Approve the resolution

Relationship to Goals:
Added emphasis on economic development.

Background:
By law, Davenport can certify with Scott County an internal monetary advance to our Tax Increment Fund. On the advice of City's bond counsel, Bob Josten of Dorsey and Whitney, in 2010, the City Council initiated the program to fund Economic Development Staff and administrative activities through TIF proceeds. This process works like a typical Tax Increment Financing (TIF) project, with the internal advance based upon an increase in the base assessed valuation in Urban Renewal Areas. This request must be approved by the City Council annually.

Funding of the internal TIF comes from the increment generated from the North Davenport Urban Renewal Area. Staff estimates \$2,155,000 will be necessary to fund operations in the urban renewal areas in the coming Fiscal Year. This amount includes an estimated \$1,880,000 to rebate to companies in the urban renewal districts pursuant to previously executed economic development agreements and the \$275,000 requested under this internal TIF request.

In order to offset Economic Development related personnel costs, currently paid from the City's General Fund, staff is recommending an internal advance of TIF funding of \$275,000. This money will then be utilized to reimburse the General Fund for Economic Development staff costs and other economic development related activities. Staff costs spent administratively each year include activities such as current TIF project monitoring, debt certification and working with new TIF projects. These funds are critical to ensure program staffing given continued cutbacks in federal allocations and a greater emphasis on economic development.

ATTACHMENTS:

Type	Description
□ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

Resolution No. _____

Resolution offered by Alderman _____

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving an internal advance to the Tax Increment Fund for Administrative Costs.

WHEREAS, the City of Davenport, Iowa (the "City"), has established the North Davenport Urban Renewal Area (the "Urban Renewal Area") and has established the Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has undertaken various urban renewal projects (the "Projects") within the Urban Renewal Areas for the promotion of economic development and has incurred in the 2015 Fiscal Year, and will incur in the 2016 Fiscal Year, substantial administrative costs (the "Administrative Costs") in connection with carrying out these projects; and

WHEREAS, in order to make the Administrative Costs (including staff salaries and associated economic development related activities such as special studies, consultants, marketing and technical assistance) eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal advance to the Tax Increment Fund;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Davenport, Iowa, as follows:

Section 1. It is hereby directed that an amount not to exceed Two Hundred and Seventy Five Thousand Dollars (\$275,000) be advanced to the Tax Increment Fund from the General Fund (the "Advance") for the payment of the Administrative Costs. The Advance shall be repaid to the General Fund without interest out of future incremental property tax revenues received into the Tax Increment Fund. This amount authorized to ensure continuity of programming in the event of a future reduction of federal funding and to cover additional marketing efforts.

To the extent that there are funds available for this purpose in the Tax Increment Fund, payments on the Advance may be made on June 1 of each year. Repayment of the Advance is subject to the determination of the City Council each year that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Scott County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of

Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2015, the full original amount of the Advance as provided for herein.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 326-7750
Wards: All

Action / Date
11/18/2015

Subject:
Motion approving payment of \$132,277.63 to Tyler Technologies, Inc. of Falmouth, ME for the support and maintenance of the Munis software system for the period of 11/1/15 through 10/31/16. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government

Background:
The Munis software system is the system which enables the Finance Department to track and administer the accounting functions of all departments within the City. The Munis software requires a yearly support contract for technical assistance and fundamental upgrades. This contract supplies the City with the appropriate coverage for our vital HR Management, Fleet and Facilities Management, Payroll, Accounts Payable, and Accounts Receivable systems. This contract also supplies the City with all new upgrades to the Munis software automatically.

Funding is available in the IT operating expense account.

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

City of Davenport

Agenda Group:
Department: Public Works - Compost
Contact Info: Eric Gravert 327-5125
Wards: 1

Action / Date
11/18/2015

Subject:
Motion awarding a professional services contract for the Compost Facility reroofing project to Bracke, Hayes, Miller, Mahon Architects LLP of Davenport, IA in the amount of \$50,000. [Ward 1]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
The professional services contract will be used for the design and preparation of construction documents for the replacement of the deteriorating roof at the Compost Facility. Once the plans and specifications are completed, the Purchasing Division can issue a Request for Bids. The project is funded in the FY17 budget. The bid will be issued in the late spring with intended construction to commence in the summer of 2016.

Funding for these services is from CIP #39002 with an available balance of \$50,000.

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

City of Davenport

Agenda Group:
Department: Public Works/Fleet
Contact Info: Jonathan Meeks 563-326-7922
Wards: All

Action / Date
11/18/2015

Subject:
Motion awarding the purchase of a sewer jetter with chassis to Municipal Pipe Tool Company LLC of Davenport in the amount of \$226,354. [All Wards]

Recommendation:
Award the purchase.

Relationship to Goals:
Financially Responsible City Government

Background:
A Request for Proposals was issued on September 4, 2015 and sent to 87 vendors. On September 29, 2015, the Purchasing Division opened six proposals. Two vendors were invited to do demonstrations of their equipment. Municipal Pipe Tool Company demonstrated the best equipment for the City's needs and they were the lowest price.

The evaluation committee consisted of staff from Public Works. The evaluations were based on the following criteria: (1) Operation - 30%; (2) Pricing - 25%; (3) Service - 20%; (4) Conformance to Specified Requirements - 15%; (5) Warranty - 15%. Municipal Pipe Tool scored the highest overall. A tabulation of proposal submissions is attached.

This jetter and chassis is for the Sewer Division. We will be trading in the old jetter T232. The price stated includes the trade-in. This piece of equipment is used to for everyday maintenance for the sewer system. This is the primary piece of equipment used for sewer back-ups.

Funding for the jetter and chassis is from the Sewer Motor Vehicle account #51102060 530302 with a current balance of \$616,212. Funding source is sewer revenues.

ATTACHMENTS:

Type	Description
□ Cover Memo	RFP Response Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

CITY OF DAVENPORT, IOWA
TABULATION OF RFP

DESCRIPTION: PURCHASE OF SEWER JETTER AND CHASSIS FOR THE
SEWER DIVISION

RFP NUMBER: 16-18

OPENING DATE: SEPTEMBER 29, 2015

GL ACCOUNT: 51102060 530302 SEWER MAINTENANCE MOTOR VEHICLE

RECOMMENDATION: AWARD THE CONTRACT TO MUNICIPAL PIPE TOOL
COMPANY LLC. OF DAVENPORT IA

<u>VENDOR NAME</u>	<u>LOCATION</u>
--------------------	-----------------

Municipal Pipe Tool Company LLC.

Davenport IA

Elliott Equipment Company
GATR Truck Center
Hi-Vac Corporation
Quad City Peterbilt, Inc.
Trans Iowa Equipment LLC.

Davenport, IA
Des Moines IA
Marietta, OH
Davenport IA
Ankeny, IA

Prepared By

Christ Keller
Purchasing

11/10/15
Date

Approved By

Michael F. Duke
Department Director

10 November 2015
Date

Approved By

Mallory Messitt
Budget/CIP

11/10/15
Date

Approved By

Linda Stollard
Finance Director

11/10/15
Date

City of Davenport

Agenda Group:
Department: Finance - Transit
Contact Info: Kurt Scheible - 888-2150
Wards: All

Action / Date
11/18/2015

Subject:
Motion awarding the purchase of four buses from the Iowa DOT Contract to Gillig LLC of Hayward, CA in the amount of \$1,639,636. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
The four Gillig buses to be purchased are as follows:

Two (2) 40'x102" Low Floor Diesel Buses at \$412,030 each
Two (2) 35'x102" Low Floor Diesel Buses at \$407,788 each

The buses will be scheduled to begin production within 20 months after the receipt of a purchase order. The City of Davenport is piggy-backing on the Iowa DOT Contract. There is assurance that all applicable Federal guidelines have been met and followed in order to comply with FTA requirements.

Funding for the bus purchase is from CIP #01768 with an available amount of \$840,712. The remaining will be paid from Local Option Sales Tax.

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	11/18/2015 - 5:06 PM

City of Davenport

Agenda Group: Council
Department: Finance
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
CC 111/24/2015

Subject:

Motion to set a public hearing for the purpose of considering the approval of an economic development agreement for assistance with Putnam Landlord, LLC.

Recommendation:

Approve the motion

Relationship to Goals:

Strong local economy

Background:

In 2013, the City of Davenport entered into a development agreement with Restoration St. Louis (RSL) acting as City Square, LLC, for the redevelopment project known as City Square.

Because of lending requirements, RSL came back to the City in 2015 to request that the development agreement be split between the two main buildings that they will redevelop: one for the Parker building, and one for the Putnam building. The revised development agreement for the Parker building was approved by Council in July 2015 and the revised development agreement for the Putnam building is now ready for consideration.

As required by Iowa Code, a public hearing is required prior to the approval of an economic development agreement where the City will incur debt. In this case, the debt is the City's obligation for a rebate of property taxes approximately totaling \$15.1 million over a 20 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved properties listed above. The details of this financial assistance will be established in the economic development agreement between the company and the City. The economic development agreement will be attached to the public hearing notice and available on the City's website.

Public hearing to be held at the December 2, 2015 at Committee of the Whole.

ATTACHMENTS:

Type	Description
▣ Backup Material	Putnam EDA

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	11/20/2015 - 9:57 AM

**ECONOMIC DEVELOPMENT AGREEMENT
AMONG
THE CITY OF DAVENPORT, IOWA
RESTORATION ST. LOUIS, INC.,
PUTNAM OWNER, LLC,
AND
HOTEL BLACKHAWK SLM, INC.**

This ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2015, by and among the CITY OF DAVENPORT, a municipal corporation of the State of Iowa (the “City”), RESTORATION ST. LOUIS, INC. a Missouri corporation (the “Developer”), PUTNAM LANDLORD, LLC, an Iowa limited liability company (“Putnam Owner”) and Hotel Blackhawk SLM, Inc., an Iowa corporation (“Blackhawk SLM”).

WITNESSETH:

WHEREAS, Developer, Blackhawk SLM and Hotel Blackhawk, L.L.C., an Iowa limited liability company (the “Blackhawk Owner”) previously redeveloped the historic Hotel Blackhawk in downtown Davenport, Iowa (the “Blackhawk Project”), and in connection therewith, executed that certain Economic Development Agreement with the City dated October 22, 2008, and amended on June 30, 2009 and September 23, 2009, pursuant to which the City authorized certain Tax Increment Financing with respect to the Blackhawk Project (the “Blackhawk TIF”);

WHEREAS, the Blackhawk Project produced a significant economic impact to downtown Davenport, including job creation, business retention and a convention center hotel;

WHEREAS, City Square, LLC, an Iowa limited liability company (the “Parker Owner”) is currently expanding the Blackhawk Project by redeveloping the historic Parker building. The Developer and Putnam Landlord propose to further expand the Blackhawk Project by redeveloping the historic Putnam building, the Center building located in between the Parker and Putnam buildings, and any other real estate acquired in furtherance of the expansion of the Blackhawk Project or the City Square Project (as defined herein) (collectively, the “Buildings”), located in the southern half of the City block bound by an alley to the North, N. Brady Street to the East, East Second Street to the South, and Main Street to the West;

WHEREAS, the redevelopment is intended to be comprised of the renovation of the Parker Building (the “Parker Project”) and the renovation of the Putnam Building and Center Building (collectively, the “Putnam Project”) which together will consist of a mix of hotel, apartments, commercial, retail, public areas, meeting space and parking (the Parker Project and the Putnam Project are collectively referred to herein as the “City Square Project”);

WHEREAS, the preliminary conceptual plans for the City Square Project include the following proposed improvements, which proposed improvements may be modified in Parker Owner’s or Putnam Owner’s reasonable discretion to reflect then-current market and economic

conditions:

a. The Putnam Building will be redeveloped into approximately 48,000 square feet of hotel rooms with related food and beverage amenities and approximately 16,000 square feet of market rate residential units.

b. The Parker Building is currently being redeveloped into approximately 85,000 square feet of commercial (Class A office) space and 30,000 square feet of market rate residential units.

c. The Center Building will be redeveloped into approximately 44,000 square feet of retail and office space, along with related hotel meeting room, fitness center, and related amenities.

WHEREAS, the Developer, Parker Owner, North Block, LLC, an Iowa limited liability company, Blackhawk Owner and the City (the “Original EDA Parties”) entered into that certain Economic Development Agreement dated December 18, 2013 (the “Original EDA”) pertaining to, among other things, the development of the entire City Square Project as one project;

WHEREAS, Original EDA Parties have determined that Developer is better able to finance the City Square Project as two separate projects rather than one larger project, provided however that the financial assistance provided for in the Original EDA is not increased as a result of the two separate projects but is divided between such projects as set contemplated below;

WHEREAS, the Developer still plans to expend considerable sums (approximately \$60 million) in order to redevelop the entire the City Square Project, but intends to develop the Parker Project first, and within a reasonable time thereafter develop the Putnam Project;

WHEREAS, the Developer has established Parker Owner, an affiliated company, for the purpose of separately developing, owning and leasing of the Parker Project and has commenced such development;

WHEREAS, the Developer has established Putnam Owner, an affiliated company, for the purpose of separately developing, owning and leasing of the Putnam Project upon completion of all due diligence items and finalization of all necessary agreements;

WHEREAS, Blackhawk SLM is the duly registered holder of the TIF notes issued in connection with the Blackhawk TIF and will be the duly registered holder of the TIF notes issued in connection with the Parker Project, and desires and intends to become the duly registered holder of the TIF notes contemplated herein;

WHEREAS, the Original EDA Parties and certain other parties previously amended and restated the Original EDA in its entirety to limit that agreement solely to the development of the Parker Project, and further agreed that City, Developer and its affiliates would execute this separate economic development agreement with respect to the development of the Putnam Project;

WHEREAS, the City owns certain parking ramps necessary for the operation of the

Putnam Project and City desires to enter into agreements with the Putnam Owner regarding a license to park within the parking ramps as more specifically set forth herein;

WHEREAS, pursuant to factors listed in Chapter 15A of the Code of Iowa (hereinafter referred to as the “Code”) the City Council of the City has determined that:

1. The Putnam Project will add diversity and generate new opportunities for the Davenport and Iowa economies;
2. The Putnam Project will generate public gains and benefits, particularly in the retention of employment opportunities and new real estate development with associated value, which warrant the amount of the proposed economic development assistance;
3. The proposed funding for the Putnam Project meets the conditions of said Chapter 15A of the Code related to the retention of jobs and the expansion of business in the City of Davenport, Scott County, Iowa; and
4. A public purpose will reasonably be accomplished by providing financial assistance to support the Putnam Project, and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, the parties hereto amend and restate the Original EDA as follows:

The recitals specified above are by this reference incorporated into this Agreement.

SECTION I
Tax Increment Financing – Putnam Project
A. THE CITY’S OBLIGATIONS

1. The City Council has established the Downtown Tax Increment Financing District, which includes the Buildings.
2. The City shall issue to the Putnam Owner (or to a third party at the direction of Putnam Owner, which Putnam Owner hereby designates as Blackhawk SLM) a negotiable Tax Increment Financing Note (the “Putnam TIF Note”) in the amount of Eight Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$8,750,000.00) substantially in the form attached hereto as Exhibit A. The Putnam TIF Note shall (a) bear interest at the rate of 6.0%, (b) be payable biannually solely from “Available TIF Note Revenues” (as defined below in Section I.C.3) no later than June 1 and December 1 of each year during the term; (c) provide that payments are applied first to accrued interest and then to outstanding principal; and (d) have a maturity date of twenty (20) years which is triggered by the first year that TIF reimbursements start (such that no payments shall be required under the Putnam TIF Note after such maturity date).

3. Payments on the Putnam TIF Note shall not be a general obligation of the City and shall be paid solely from incremental property taxes received by the City and from the Scott County Treasurer which are attributable to the Putnam Project. All payments are subject to approval and annual appropriation action by the City Council. The City agrees to count the full annual debt service payment amount up to \$1,750,000 of the Putnam TIF Note against City's constitutional and statutory debt limitations.

4. As provided in the public notice of the public hearing with regard to the obligations for the City Square Project and as set forth in the Original EDA, the total TIF reimbursement amount in connection with the City Square Project is to not exceed twenty-five million nine hundred thousand dollars (\$25,900,000) (the "Maximum TIF Amount"). The Maximum TIF Amount is hereby divided between the Parker Project and the Putnam Project, as follows: the total TIF reimbursement amount through the term of the Agreement in connection with the Parker Project shall not exceed ten million seven hundred ninety-one thousand six hundred sixty-seven dollars (\$10,791,667) (the "Parker Maximum TIF Amount"), and the total TIF reimbursement amount through the term of a separate economic development agreement in connection with the Putnam Project shall not exceed fifteen million one hundred eight thousand thirty-three dollars (\$15,108,333) (the "Putnam Maximum TIF Amount").

B. THE DEVELOPER'S OBLIGATIONS

1. The Developer and Blackhawk SLM agree to pay or cause the Putnam Owner to pay property taxes on the assessed value of the Parking Building in a timely fashion. The Developer agrees to furnish the City a copy of the receipt for its property tax payments not later than April 15 and October 15 of the respective TIF Note payment. The Developer and Blackhawk SLM agree that the net gain in taxable values to be created by the Putnam Project will be sufficient to completely amortize the repayment of the Putnam TIF Note (including both principal and interest).

2. In order to ensure that the TIF Note payments are paid in timely fashion as specified in this Agreement, the Putnam Owner hereby waives, during the term of this Agreement, the right to apply for any exemption for the taxable value of the improvements referenced in this Agreement and the MARA which would reduce the property taxes to be paid as obligated in these agreements. This provision shall not be deemed to preclude the Putnam Owner from appealing any property assessment in excess of the Minimum Assessment Amount.

3. Subject to the execution of a mutually acceptable Confidentiality Agreement, the Putnam Owner shall, during the term of this Agreement, make available at the Putnam Owner's office in Davenport, Iowa, copies of its most recent financial statements for examination by the City Administrator or his designee for the purpose of verifying the Putnam Owner's financial ability to complete the Putnam Project.

C. MINIMUM ASSESSMENT/REVENUE AGREEMENT

1. The City and Putnam Owner hereby agree to execute a Minimum Assessment/Revenue Agreement in the form attached hereto as Exhibit B (the "Putnam

MARA”). The Putnam MARA will set forth the minimum actual value to be assessed for the Putnam and Center buildings commencing on January 1, 2016. The base value of the Putnam and Center buildings shall be \$1,282,200 (which is the 2015 assessed value of the buildings). The Increment for the Putnam and Center buildings set forth in the Putnam MARA will be \$21,982,042, which will be added to the base value, resulting in a Minimum Assessment Amount of \$23,264,242.

2. The above Putnam MARA is predicated on several assumptions related to timing and interest on the Putnam TIF Notes. Notably, it is agreed that the Putnam TIF Notes will be issued in the month of January 2017, or in such other month as the Putnam Owner, Blackhawk SLM and the City shall agree. Further, the Putnam Owner agrees that it will pay the taxes due in September 2015 and 2016 and March 2016 and 2017, respectively, but not receive any TIF reimbursement, since State law only allows a maximum 20-year TIF period. The intent is that the TIF period will begin with the first reimbursement, expected to occur on or before December 1, 2017. As such, it is acknowledged that interest on the Putnam TIF Notes will accrue on its issue date until this first payment amount. Provided however, any principal and interest in excess of the Putnam Maximum TIF Amount shall not be the responsibility of the City.

3. For purposes of this Agreement, Available TIF Note Revenues shall be equal to the Applicable Percentage (as defined below) of all incremental tax revenues subject to tax increment financing under Iowa Code Section 403 attributable to the Putnam Building that are actually paid by Putnam Owner to the Scott County Treasurer and received by the City, exclusive of (a) any taxes paid by Putnam Owner that are exempt from payment into the City’s special fund under Iowa Code Section 403.19(2)(a), and (b) the base amount of tax revenues equal the base amount in effect as of the date of this Agreement. For purposes hereof, the Applicable Percentage shall mean (i) for payments on the TIF Note paid from December 1, 2017 through June 1, 2021, one hundred percent (100%), and (ii) for the remainder of the payments on the TIF Note, ninety percent (90%).

4. Blackhawk SLM or the duly registered holder of the Putnam TIF Note, upon providing written notice to City prior to issuance of the Putnam TIF Note, may elect to cause the City to issue multiple Putnam TIF Notes having the same substantive terms of the TIF Note, provided that the aggregate principal amount of such Putnam TIF Notes issued hereunder shall not exceed \$8,750,000. Similarly, Blackhawk SLM or the duly registered holder of any Putnam TIF Note that has been previously issued by the City, may upon surrendering such Putnam TIF Note, cause the City to issue one or more replacement notes, provided that the aggregate principal amount of all such notes shall not exceed \$8,750,000. At any time during which multiple Putnam TIF Notes are issued and outstanding, each such Putnam TIF Note shall provide that payments are to be made to the holders of such Putnam TIF Notes from Available TIF Note Revenues on a *pari passu* basis.

5. Upon execution of this Agreement, the Putnam Owner shall provide the City with a copy (electronic is acceptable) of at least one appraisal of the estimated value of the completed project and a copy of at least one appraisal of the estimated value of the project after the project is completed, the latter to be submitted (again, electronic is acceptable) to the City within 90 days of obtaining the final certificate of occupancy.

SECTION II
Intentionally Omitted

SECTION III
Hotel/Motel Tax Refund

1. As an expansion of the Blackhawk Project, the Putnam Project shall benefit from the same Hotel Tax rebate schedule as the Blackhawk Project. Accordingly, the City shall rebate to Putnam Owner a portion of its share of the hotel/motel taxes ("Hotel Taxes") collected by Putnam Owner, generated by the City Square Project and paid to the Iowa Department of Revenue. Such rebates shall be for all Hotel Taxes collected starting with the substantial completion of the Putnam Project and shall continue until December 31, 2031. The portion of the City's Hotel Taxes that shall be rebated to the Putnam Owner shall be as follows:

<u>Period</u>	<u>City's Hotel Taxes Rebated</u>
January 1, 2016 through December 31, 2026	90%
January 1, 2027 through December 31, 2031	75%
January 1, 2032 through December 31, 2033	50%

2. The City shall rebate the Hotel Taxes to the Putnam Owner on a quarterly basis, or within thirty (30) days from receipt of said tax revenue from the State Department of Revenue.

3. Should the ownership of the Putnam Project, or any portion thereon, be transferred from the Putnam Owner to any third party, the benefits of the rebate of the Hotel Taxes specified by this Section III shall accrue to any such third party and subsequent owners during the entire rebate period.

SECTION IV
Enterprise Zone Program

1. The Putnam Owner has applied for certain benefits under the Enterprise Zone Program (hereinafter referred to as the "EZ Program" or "EZ"), including certain sales tax rebates and investment tax credits.

2. The City has assisted the Putnam Owner in explaining the Enterprise Zone benefits and agrees to continue such assistance and to coordinate and endorse the Putnam Owner's efforts with the Iowa Economic Development Authority (hereinafter referred to as the "IEDA"). The City further agrees to provide a declaration of blight for the City Square Project acceptable to the IEDA to make the investment tax credit eligible to be transferred.

SECTION V

Parking

1. City shall lease to Putnam Owner not less than 60 parking spaces in the RedStone Ramp in accordance with the following:

Garage	Number of Spaces	Type	Location	Cost/Month
Red Stone Ramp	60	Hotel Use	TBD	\$55

2. The foregoing shall be memorialized in a parking license agreement between Putnam Owner and the City, said license to be executed prior to closing of construction financing. Such license (i) shall have an initial term of 20 years with 5 options to renew for successive extension terms of 5 years each, (ii) shall be binding on and inure to the benefit of the successors and assigns of both the City and Putnam Owner and shall be deemed a covenant running with the land.

3. The parking rate structure for the above may be adjusted by the City from time to time, to account for inflation. As such, on even years (i.e., 2016, 2018, etc.), an average of the Consumer Price Index (CPI-All Urban Consumers, as reported by the U.S. Bureau of Labor Statistics, http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0200SA0,CUUS0200SA0) shall be used to determine the increase in license fee per space, rounded up to the nearest half-dollar or whole dollar. The Licensee shall make the payments herein specified, and all other charges, to City at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as City shall, from time to time, designate in writing.

SECTION VI Local Construction Participation

1. The Putnam Owner shall hire a general contractor to perform a competitive market-driven process for the subcontracting and purchasing of supplies for the Putnam Project. The Putnam Owner desires to cause its general contractor to award subcontracts and make supply purchases (the “Purchases”) in Iowa, Illinois, and the Quad Cities metropolitan area (the “Local Market”). The Putnam Owner hereby agrees to use its best efforts to award Purchases in the Local Market in the amount of at least \$8,750,000 (the “Minimum Purchase Amount”).

SECTION VII Intentionally Omitted

SECTION VIII Explore Community Development Entity (CDE) Status

1. Developer, Putnam Owner, and City agree to explore whether establishing the City as a Community Development Entity (CDE) for purposes of obtaining New Markets Tax

Credit (NMTC) allocations might benefit both the City Square Project and other qualifying economic development projects in the future. All parties agree that such status entails legal, organizational, financial costs and may not result in successful designation or a future allocation of credits. Further, the City may have additional procedural steps and/or barriers requiring further review. All parties acknowledge that the above process may require additional resources from each partner, which may ultimately prohibit further pursuit of this status.

SECTION IX

General

1. In the event of the default by Putnam Owner, Developer or Blackhawk SLM of the terms and conditions of this Agreement, the City shall give written notice to Putnam Owner, Developer or Blackhawk SLM, as applicable, of the alleged default, setting forth the facts and circumstances in support thereof. Such party shall have ninety (90) days from receipt of such written notice within which to cure such default (or such additional period as may be required under the circumstances to cure the alleged default, if the same is not capable of being cured within said ninety (90) day period and the Putnam Owner, Developer or Blackhawk SLM, as applicable, promptly undertakes and diligently proceeds in good faith to cure the same). If, in the good faith determination of the City, the Putnam Owner, Developer or Blackhawk SLM, as applicable, fails to cure the alleged default within the time period afforded to it, then upon written notice by the City to the Putnam Owner, Developer or Blackhawk SLM, as applicable, this Agreement shall be terminated as to party and shall have no further force and effect. The City shall also have the right to exercise any right or remedy provided by law or in equity.

2. Events of default by the Putnam Owner, Developer or Blackhawk SLM shall include (A) the failure to commence and complete construction in a timely manner; (B) the failure to pay property taxes to the Scott County Treasurer in a timely manner; (C) expenditure of all or any part of the funds received hereunder for purposes other than for the Putnam Project; and (D) the failure to fulfill any material obligation under this Agreement.

3. The Putnam Owner, Developer or Blackhawk SLM shall use their best effort to construct the Putnam Project in a timely manner. If construction is delayed by fire, catastrophe, strikes, acts of God, inability or difficulty in obtaining materials, or by any other cause outside of such parties' control, neither the Putnam Owner, Developer or Blackhawk SLM shall have any liability as the result of such delay. The construction of the Putnam Project shall comply with all applicable local codes and Ordinances, including building and fire code regulations.

4. In the event of a default by the City of the terms and conditions of this Agreement, the Putnam Owner, Developer and Blackhawk SLM shall have the right to any rights and remedies available at law or in equity to enforce the terms of the Agreement, including, without limitation, the right to bring an action seeking specific performance by the City of its obligation to make payment to the Putnam Owner, Developer and Blackhawk SLM under the terms of this Agreement.

5. Putnam Owner may assign all of their respective right, title and interest in and under this Agreement to any (i) transferee of the Buildings, or (ii) affiliate of Parker Owner, without obtaining the prior consent of the City (including, without limitation all agreements

regarding Tax Increment Financing, the Hotel Tax, the Enterprise Zone Program and parking), provided such transferee or assignee agrees in writing to be bound by such Owner's duties and obligations hereunder.

6. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the specific subject matter hereof except for those related documents referenced herein; supersedes all prior negotiations, letters and understandings relating to the subject matter hereof; and cannot be amended, supplemented or modified except by an instrument in writing, signed by the party against whom the enforcement of any such amendment, supplement or modification is sought.

7. Putnam Owner's, Developer's and Blackhawk SLM's and City's obligations hereunder shall be contingent upon Putnam Owner securing financing for the Putnam Project on terms and condition satisfactory to Putnam Owner in Putnam Owner's sole and absolute discretion (the "Contingency") on or before September 30, 2016 (the "Contingency Date"); subject to the right of Putnam Owner to waive or remove the Contingency. At any time on or before the Contingency Date, the Putnam Owner may give City written notice of the satisfaction or waiver or removal of the Contingency. In the event Putnam Owner does not provide City with a written notice satisfying or waiving the Contingency by the Contingency Date the Contingency shall be deemed waived and removed and this Agreement shall remain in full force and effect.

8. The administrative staff of the City shall have the full power and authority to consent to any collateral assignment of this Agreement to any lender of the Putnam Owner.

9. The terms of this Agreement shall be governed by the laws of the State of Iowa.

[signature pages to follow]

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

CITY OF DAVENPORT, IOWA

By _____
William E. Gluba, Mayor

PUTNAM LANDLORD, LLC

By: _____
Amrit Gill, Member

By: _____
Amy Gill, Member

RESTORATION ST. LOUIS, INC.

By: _____
Amrit Gill, President

HOTEL BLACKHAWK SLM, INC.

By: _____
Amrit Gill, President

EXHIBIT A
(form of Putnam TIF Note)

THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO “APPROVED INVESTORS,” AS DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.

**UNITED STATES OF AMERICA
STATE OF IOWA**

CITY OF DAVENPORT, IOWA

**TAX INCREMENT REVENUE NOTE
(Putnam Project)**

Interest Rate:	Maturity Date:	Issuance Date:	CUSIP Number:
6%	_____	_____	None

REGISTERED OWNER: Hotel Blackhawk SLM, Inc.

PRINCIPAL AMOUNT: \$8,750,000

The CITY OF DAVENPORT, IOWA, a municipal corporation of the State of Iowa (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns or transferees, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable no later than June 1 and December 1 of each year (each, a “Payment Date”), commencing on December 1, 2017 in accordance with the Economic Development Agreement among Putnam Landlord, LLC, the City, and certain other parties dated as of _____, 2015 (the “Economic Development Agreement”), until the earlier of this TIF Note being paid in full or the Maturity Date set forth above. This TIF Note shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Payments on the TIF Note shall not be a general obligation of the City. The City agrees to count the full annual debt service payment amount up to \$1,750,000 of the TIF Note against City’s constitutional and statutory debt limitations. Any payments on the TIF Note above such amount shall be subject to annual appropriation by the City Council.

Further, to assure that there is sufficient increment to support the principal and interest payments, a Minimum Assessment/Revenue Agreement (MARA) is hereby attached hereto. Said MARA establishes a minimum assessment of \$23,264,242 which includes the base amount of the Jan 1, 2015 assessment of \$1,282,200.

The above MARA is predicated on several assumptions related to timing and interest on the TIF Note. Notably, it is agreed that the TIF Note will be issued in approximately the month of January 2017. Further, the Putnam Owner agrees that they will pay the taxes due in September 2015 and 2016 and March 2016 and 2017, respectively, but not receive any TIF reimbursement, since State law only allows a maximum 20-year TIF period. The intent is that the TIF period will begin with the first reimbursement, expected to occur on December 1, 2017. As such, it is acknowledged that interest on the TIF Note will accrue on its sale date until this first payment amount. Provided however, any principal and interest in excess of the Putnam Maximum TIF Amount shall not be the responsibility of the City.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY YEARS FROM THE FIRST YEAR IN WHICH THE FIRST PAYMENTS ARE MADE HEREUNDER, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity to the person in whose name this TIF Note is registered at the maturity date hereof, upon presentation and surrender of this TIF Note to the City. The principal of and interest on this TIF Note shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft to the person in whose name this TIF Note is registered on each Payment Date.

Regardless of any other provision, City reserves the right to pre-pay and retire this TIF Note prior to maturity with no penalty cost or charge whatsoever for such pre-payment.

This TIF Note and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available TIF Note Revenues. “Available TIF Note Revenues” means the Applicable Percentage (as defined below) of all incremental tax revenues subject to tax increment financing under Iowa Code Section 403 attributable to the Putnam Project that are actually paid by Putnam Owner to the Scott County Treasurer and received by the City, exclusive of (a) any taxes paid by Putnam Owner that are exempt from payment into the City’s special fund under Iowa Code Section 403.19(2)(a), and (b) the base amount of tax revenues equal to the base amount in effect as of the date of this Agreement. For purposes hereof, the Applicable Percentage shall mean (i) for payments on this TIF Note paid from December 1, 2017 through June 1, 2021, one hundred percent (100%), and (ii) for the remainder of the payments on this TIF Note, ninety percent (90%).

This TIF Note shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available TIF Note Revenues. The taxing power of the City is not pledged to the payment of this TIF Note either as to principal or interest. This TIF Note shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THIS TIF NOTE OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Available TIF Note Revenues shall be applied to payments on this TIF Note as follows:

First, to pay all or any portion of past due interest owing as a result of prior deficiencies of moneys to pay interest due on this TIF Note on each Payment Date;

Second, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on this TIF Note on such Payment Date;

Third, an amount sufficient to pay the principal on this TIF Note;

Fourth, to the City after all principal and interest has been paid hereunder.

This TIF Note may be transferred or exchanged only upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

THE REGISTERED OWNER HEREOF EXPRESSLY AGREES, BY SUCH REGISTERED OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS. "Approved Investor" means (a) Putnam Landlord, LLC, Hotel Blackhawk SLM, Inc., or any party or entity related to such parties by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof to the City, the City shall transfer or exchange this TIF Note for a new TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of this TIF Note that was presented for transfer or exchange.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this TIF Note have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF DAVENPORT, IOWA has executed this TIF Note by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF DAVENPORT, IOWA

By: _____
Mayor

Attest:
(Seal)

City Register

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Note on the books kept by the City for the
registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the
name of the Registered Owner as it appears on the face of the within Note
in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor
institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE A

RECORD OF PAYMENTS AND OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	<u>Additions to Principal Amount</u>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of City Officer</u>
_____, __, ____	\$8,750,000	\$0.00	\$8,750,000	_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____
_____, __, ____				_____

EXHIBIT B

Prepared by: City of Davenport, Tom Warner, 226 W. 4th Street, Davenport, Iowa 52801, (563) 326-7752.

MINIMUM ASSESSMENT/REVENUE AGREEMENT
(Putnam Building)

This Agreement dated this _____ day of _____, 2015, among the City of Davenport, Iowa (hereinafter referred to as the “City”), PUTNAM LANDLORD, LLC, an Iowa limited liability company (“Owner”) or its assigns, and the City Assessor of the City of Davenport, Scott County, Iowa (hereinafter referred to as the “Assessor”),

WITNESSETH

WHEREAS, the Owner shall rehabilitate the Owner’s real property in the historic Putnam and Center buildings (the “Buildings”), located at _____, Davenport, Iowa (the “Project”), the legal description of which is contained in Exhibit “A” attached hereto (the “Property”), which is located in the Downtown Tax Increment Financing District Area in Davenport, Iowa; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City, the Owner and the Assessor desire to establish a minimum actual value for the land and new improvements to be constructed on the Property, which shall be effective from January 1, 2016 until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum assessed value of the improvements.

AND WHEREAS as of January 1, 2015 the current assessed valuation of the Buildings \$1,282,200, is the base value.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants

and agreements made by each other and the terms and contingencies of the Economic Development Agreement to which this Minimum Assessment/ Revenue Agreement pertains, do hereby agree as follows:

1. The Owner agrees to pay or cause to be paid to the Scott County Treasurer all real property taxes assessed against its property as such taxes come due.
2. The Owner agrees that it is intended that the real property taxes generated by the net gain in taxable values to be generated by the Owner through its timely rehabilitation to its Property will be sufficient to completely amortize the TIF Notes issued by the City for the support of the Project. The Owner shall inform the City's Department of Community Planning and Economic Development annually by September 30 of the taxes due and owing on the Project. The Owner agrees that if the taxes available for tax increment financing will be insufficient to pay the agreed-upon semi-annual reimbursements on the TIF Note, the Owner shall be responsible and make up the difference in the amount due to whomever acquires the TIF Note, such that said Lender shall be made whole in principal and interest due at that time. This MARA will extend for a term of twenty (20) years as set forth in the Economic Development Agreement.
3. Effective January 1, 2016, the minimum actual value which shall be assessed for the Property shall be \$23,264,242 which includes the base value of the building \$1,282,200 as of the January 1, 2015 assessment. Such minimum actual value shall continue until taxes have been paid based on the assessed value for 2035, or the obligations referenced in the Economic Development Agreement have been paid, whichever is earlier, and at that time, this Agreement shall terminate. It should be noted that, since residential use is NOT subject to this TIF Agreement, this minimum assessed value must be over and above the assessed value of the residential units, which shall be structured as a separate horizontal condominium regime or vertical subdivision and taxed as a separate parcel. Any present or future residential use shall be subject to the same exemption from the TIF increment calculation.
4. The Owner hereby acknowledges and agrees to pay property taxes due in September 2015 and 2016, as well as the March 2016 and 2017 with no reimbursement, anticipating that the 20-year TIF period will begin with the January 1, 2016 assessment.
5. The Owner shall provide the City with a copy (electronic is acceptable) of at least one appraisal of the estimated value of the completed project before this Agreement is executed and a copy of at least one appraisal of the estimated value of the project after the project is completed, the latter to be submitted (again, electronic is acceptable) to the City within 90 days of obtaining the final certificate of occupancy.
6. The Owner shall notify the City of any proposed transfer of the Property, or a leasehold interest therein, within 10 (ten) days of the effective date of any such transfer. In the event of such a transfer, the Owner shall transfer the property, prior to review and approval by the City, only to another entity that has the financial resources and capacity to fulfill the terms of this Agreement.
7. Notwithstanding anything to the contrary herein, the Owner's respective members, partners,

officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note.

8. This Agreement shall be promptly recorded with the Scott County Recorder, Iowa, by the Owner along with a copy of Section 403.6(19) of the Code of Iowa, and prior to the Owner securing financing for the project from a lender.

All terms not defined herein shall have the meaning ascribed to them under the Economic Development Agreement entered into contemporaneously by and among the City and Owner.

Neither the preambles nor the provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Owner. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF DAVENPORT

Seal:

By: _____
William E. Gluba, Mayor

Attest: _____
Jackie E. Holecek, Deputy City Clerk

NOTARY PUBLIC

STATE OF IOWA, COUNTY OF SCOTT) ss:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared William E. Gluba and Jackie E. Holecek to me personally known, who, being by me duly sworn, did say that they are the Mayor and Deputy City Clerk, respectively, of the City executing the foregoing instrument; that the seal affixed thereto is the seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council; that said Mayor and Deputy City Clerk acknowledged the execution of the instrument to be the voluntary act and deed of the City by it and by them voluntarily executed.

Putnam Landlord, LLC, an Iowa
limited liability company

SEAL:

By: _____
Amrit Gill, Manager

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____) ss:

On this _____ day of _____, 2015, before me, the undersigned, Notary Public in and for the State of _____, appeared Amrit Gill, to me personally known, who, being by me duly sworn, did say that he is a Manager of the Putnam Landlord, LLC, and that the foregoing was signed on behalf of such limited liability company by their Managing Member and acknowledged the execution of such instrument to be his voluntary act and deed on behalf of these entities, by them voluntarily executed.

CERTIFICATION BY ASSESSOR

The undersigned Assessor hereby certifies that after review of the plans and specifications for the improvements to be made to the property that the minimum actual values contained in the Minimum Assessment/Revenue Agreement appear to be reasonable.

The undersigned Assessor, being legally responsible for the assessment of the above-described Property upon completion of improvements to be made on it, hereby certifies that the actual incremental value assigned to such land and improvements as of January 1, 2016 shall not be less than the base value for January 1, 2015 (\$1,282,200) plus \$21,982,042 for a total Minimum Assessment amount of \$23,264,242. Thus, while the resulting assessed value may be higher than \$23,264,242 during the term of this Agreement, it shall not fall below \$23,264,242 as of January 1, 2016 and shall not be less than this value until the payment of taxes based on the assessed value for the year 2035, or until such time as the TIF Note referenced in the Economic Development Agreement attached hereto shall be completely amortized, whichever occurs last. It is noted that any residential use is NOT subject to TIF and shall be exempted from this calculation. Any present or future use or conversion to residential use shall similarly preclude the value of said residential use from counting toward the minimum assessed value. To accomplish this, any/all residential units shall be, in sum or individually, be separated as a horizontal condominium regime or vertical subdivision and taxed as a separate parcel(s).

By _____
Nick VanCamp
City Assessor
City of Davenport
Scott County, Iowa

NOTARY PUBLIC

STATE OF IOWA, COUNTY OF SCOTT:

On this _____ day of _____, 2015, before me, the undersigned, Notary Public in and for the State of Iowa, appeared Nick VanCamp, to me personally known, who, being by me duly sworn, did say that he is the City Assessor of Davenport executing the foregoing instrument; that the said Assessor acknowledged the execution of the instrument to be the

voluntary act and deed of the Office of the Assessor of the City of Davenport, by it and by his voluntarily executed.

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY