

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, November 6, 2019; 5:30 PM

City Hall, 226 W 4th Street, Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for the Ordinance amending various titles, chapters, and sections of the Davenport Municipal Code related to outdated references to the old Zoning Ordinance (City of Davenport, petitioner). [All Wards]

B. Public Works

1. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the JM Morris Blvd Pump Station PS202 Improvement Project, CIP #30051. [Ward 1]
2. Public Hearing on the plans, specifications, form of contract, and estimate of cost for deck replacement on the N Division St Bridge over Duck Creek, CIP #21004. [Wards 2 & 7]

C. Finance

1. Public Hearing related to a lease agreement with Davenport Industrial Railroad LLC for the lease of the City's main track and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal. [Ward 8]

VII. Presentations

A. Local Business "The Foundation of Our Community": The Family Restaurant

VIII. Petitions and Communications from Council Members and the Mayor

A. Community Engagement Update - Alderwoman Meginnis

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Rita Rawson, Chairman; Ray Ambrose, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Second Consideration: Ordinance for Case ORD19-03 being the request of the City of Davenport to reduce the maximum building height in portions of the C-E, Elmore Corners zoning district from 120 feet to 55 feet. [Ward 6]
2. Second Consideration: Ordinance for case REZ19-10 being the request of Larry Whitty on behalf of KJTLJ, LLC to rezone .73 acres, more or less, of property located at the southeast corner of W Locust St and Ripley St from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]
3. First Consideration: Ordinance amending various titles, chapters, and sections of the Davenport Municipal Code related to outdated references to the old Zoning Ordinance (City of Davenport, petitioner). [All Wards]
4. Resolution setting a Public Hearing on the proposed conveyance of 219 Scott St to Corrosion Control Service, Inc, petitioner. [Ward 3]
5. Resolution for Case P19-03 being the request of Axiom Consultants for a preliminary plat for an 83-lot subdivision on 25.07 acres, more or less, of property located immediately west and north of Prairie Heights First Addition. [Ward 8]
6. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the 400 W River project to be located in the 400 block of W River Drive and approving an Urban Revitalization Tax Exemption (URTE) application for the same (Davenport Development Group, petitioner). [Ward 3]

****TO BE VOTED ON LATER ON THIS AGENDA****

7. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for The Yard project, to be located in the 500 block of LeClaire St, and approving an Urban Revitalization Tax Exemption (URTE) application for the same (TWG Development, LLC, petitioner). [Ward 3]
8. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the 601 Brady St Project located at 601 Brady Street (the Priester Building) and approving an Urban Revitalization Tax Exemption (URTE) application for the same (601 Brady Associates, LP, petitioner). [Ward 3]
9. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the Apartments on Main project located primarily at 128 W 3rd (NE corner of W 3rd and Main Streets) and approving an Urban Revitalization Tax Exemption (URTE) application for the same (DAV APT, LLC, petitioner). [Ward 3]
10. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the Mississippi Plaza housing project at 201 N Harrison St (Mississippi Plaza office building) and approving streetscape assistance for the same (Financial District Properties MP, LLC, petitioner). [Ward 3]
11. Motion approving the local objectives for the Community Development Block Grant program for the Year 46 Annual Action Plan covering July 1, 2020 – June 30, 2021. [All Wards]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Kyle Gripp, Chairman; Maria Dickmann, Vice Chairman

III. PUBLIC SAFETY

1. Resolution closing various streets, lanes, or public grounds on the listed dates and times to hold outdoor events.

Quad City Arts; Festival of Trees Holiday Parade; Downtown Davenport; Saturday, November 23, 2019 4:00 a.m. until parade ends; **Staging area closures (beginning at 4:00 a.m.):** 3rd St between Pershing Ave and LeClaire St; Pershing Ave and Iowa St between 2nd St and 4th St; **Parade route (beginning at 9:00 a.m.):** 3rd St from Pershing Ave to Scott St, Scott St from 3rd St to 2nd St, 2nd St from Scott St to finish at Iowa St; all north/south streets on parade route will be closed from River Dr to 4th St until the parade ends. [Ward 3]

Scott County Family Y; Turkey Trot; Thursday, November 28, 2019 6:00 a.m. - 11:00 a.m.; **Closures:** 2nd St from Gaines St to Main St, Main St from 2nd St to Lombard St, Lombard St from Harrison St to Brady St, westernmost lane on Brady St from Lombard St to Central Park Ave, southernmost lane on Central Park Ave from Brady St to Harrison St; easternmost lane on Harrison St from Lombard St to 2nd St. [Wards 3 & 5]

City of Davenport Parks & Recreation; Fejervary Learning Center Holiday Light Display; 1800 W 12th St; Saturday, November 30, 2019 - Saturday, January 4, 2020 5:30 p.m. - 9:30 p.m.; **Closure:** Eastbound lane of W 12th St from Davie St to Division St. [Ward 4]

St. Ambrose University; Children's Theater Production; 518 W Locust St; Wednesday, December 4, 2019 8:00 a.m. - 12:00 p.m.; Thursday, December 5, 2019 8:00 a.m. - 3:00 p.m.; and Friday, December 6, 2019 8:00 a.m. - 3:00 p.m.; **Closure:** Gaines St from Locust St to Lombard St. [Ward 4]

Davenport Community School District; High School Track Meets; Brady Street Stadium, 3603 Brady St; Various dates in April and May 2020 (see attached schedule) 2:30 p.m. - 8:30 p.m.; **Closure:** E 36th St between Brady St and Davenport Ave. [Ward 7]

Davenport Community School District; Intermediate Track Meets; Brady Street Stadium, 3603 Brady St; Various dates in April and May 2020 (see attached schedule) 4:30 p.m. - 8:30 p.m.; **Closure:** E 36th St between Brady St and Davenport Ave. [Ward 7]

2. Motion approving noise variance request(s) for various events on the listed dates and times.

Quad City Arts; Festival of Trees Holiday Parade; Downtown Davenport; Saturday, November 23, 2019 9:00 a.m. until 12:00 p.m.; Outdoor music/performances, over 50

dBa. [Ward 3]

Circle Tap; Fundraiser; 1345 W Locust St; Saturday, November 30, 2019 2:00 p.m. - 8:00 p.m.; Outdoor music/band, over 50 dBa. [Ward 4]

City of Davenport Parks & Recreation; Fejervary Learning Center Holiday Light Display; 1800 W 12th St; Saturday, November 30, 2019 - Saturday, January 4, 2020 5:30 p.m. - 10:00 p.m.; Outdoor music, over 50 dBa. [Ward 4]

Steve Ahrens; Christkindlmarkt QC; 421 W River Dr; Friday, December 6, 2019 5:00 p.m. - 9:00 p.m.; Saturday, December 7, 2019 10:00 a.m. - 10:00 p.m.; and Sunday, December 8, 2019 10:00 a.m. - 5:00 p.m.; Outdoor music/performances, over 50 dBa. [Ward 3]

3. Motion approving beer and liquor license applications.

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

Ward 4

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

Wise Guys Pizza & Pub (PB&B, LLC) - 2824 W Locust St, Unit A3 - Outdoor Area - License Type: C Liquor

Ward 8

Hawkeye Sports Bar & Grill (Ortiz Holdings, LLC) - 4646 Cheyenne Ave - Outdoor Area - License Type: C Liquor

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

Ward 1

Dollar General Store #2913 (Dolgencorp, LLC) - 2217 Rockingham Rd - License Type: C Beer / B Wine

Ward 2

Dollar General Store #4010 (Dolgencorp, LLC) - 3936 N Pine St - License Type: C Beer / B Wine

Ward 3

Gravy's (Gravy's Bar and Grill, Inc) - 1902 Rockingham Rd - License Type: C Liquor

Riverside Liquor (Vardaan Inc) - 826 E River Dr - License Type: E Liquor / C Beer / B Wine

Ward 5

Aldi #15 (Aldi, Inc #15) - 1702 Brady St - License Type: C Beer / B Wine

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

Bleyart's Tap (Bleyart's Tap, Inc) - 2218 E 11th St - Outdoor Area - License Type: C Liquor

Save More (Guru Nanak Food Mart Inc) - 405 E Locust St - License Type: E Liquor - C Beer / B Wine

Ward 6

Dollar General Store #254 (Dolgencorp, LLC) - 2170 E Kimberly Rd - License Type: C Beer / B Wine

Ward 7

Dollar General Store #9381 (Dolgencorp, LLC) - 109 E 50th St - License Type: C Beer / B Wine

Public House (Public House Davenport) - 5260 Northwest Blvd - Outdoor Area - License Type: C Liquor

Q C Mart (Bethany Enterprises, Inc) - 3545 Eastern Ave - License Type: C Beer / B Wine

Ward 8

Dollar General Store #19449 (Dolgencorp, LLC) - 7510 Northwest Blvd - License Type: C Beer / B Wine

Hawkeye Tap Sports Bar & Grill (Hawkeye Sports Bar & Grill, LLC) - 4646 Cheyenne Ave - Outdoor Area - License Type: C Liquor

Kwik Star #167 (Kwik Trip, Inc) - 2050 E 53rd St - License Type: C Beer / B Wine

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chairman; JJ Condon, Vice Chairman

V. PUBLIC WORKS

1. Resolution approving the plans, specifications, form of contract, and estimate of cost for the JM Morris Blvd Pump Station PS202 Improvement Project, CIP

#30051. [Ward 1]

2. Resolution approving the plans, specifications, form of contract, and estimate of cost for deck replacement on the N Division St Bridge over Duck Creek, CIP #21004. [Wards 2 & 7]
3. Resolution approving change order #1 to the contract with McDermott Concrete, LLC for the FY20 Civic Access (ADA Ramp) Program in the amount of \$200,000, CIP #28024. [All Wards]
4. Resolution accepting work completed under the W 28 1/2 and Gaines St Resurfacing Project. The total contract with McCarthy Improvement Company was \$144,971.72, CIP #35036. [Ward 7]
5. Resolution awarding the contract for the Main St Landing Block N5 Phase III Lighting and Electrical to Shaw Electric, Inc of Davenport, IA in the amount of \$291,702.97, CIP #68004. [Ward 3]
6. Resolution awarding the contract for the Downtown Decorative Streetlight LED Upgrade Phase 2 to Tri-City Electric Co of Davenport, IA in the amount of \$131,721.32, CIP #60020. [Ward 3]
7. Resolution accepting work completed under the 4th Street & Brady Street Streetscaping Project. The total contract with Emery Construction Group, Inc was \$282,486.19, CIP #35022. [Ward 3]
8. Resolution approving engineering and planning services for flood protection measures for the Water Pollution Control Plant and Compost Facility to Veenstra & Kimm, Inc of Rock Island, IL in the amount of \$110,000. [All Wards]
9. Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]
10. Resolution assessing the cost of brush & debris removal at various lots and tracts of real estate. [All Wards]
11. Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]
12. Resolution assessing the cost of building board up at various lots and tracts of real estate. [All Wards]
13. Resolution assessing the cost of building demolition at various lots and tracts of real estate. [All Wards]
14. Resolution assessing the cost of streetscaping at various lots and tracts of real estate. [Ward 3]
15. Motion accepting the Division St Soccer Complex Parking Lot Resurfacing project completed by Tri-City Blacktop, Inc of Bettendorf, IA. The project was completed with a final contract amount of \$95,333.71, CIP #64062. [Ward 8]
16. Motion approving the construction of traffic signals at Cobham on Hickory Grove Road by Davenport Electric Contract Company in the amount of \$88,214.32 to be paid for in its entirety by Cobham. [Ward 2]
17. Motion approving card reader upgrades at City Hall from Tri-City Electric Co of

- Davenport, IA in the amount of \$67,030, CIP #23010. [Ward 3]
18. Motion approving change orders #1 & #2 to the Police Station Parking Ramp Repair project with Western Specialty Contractors of West Des Moines, Iowa in the amount of \$51,225, CIP #23027. [Ward 3]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Mike Matson, Chairman; Rich Clewell, Vice Chairman

VII. FINANCE

1. Resolution approving a sewer revenue loan and disbursement agreement and providing for issuance of sewer revenue bonds. [All Wards]
2. Resolution setting a Public Hearing for the purpose of amending the North Urban Renewal Plan. [Wards 2, 6, 7, & 8]
3. Resolution awarding the contract for the Freight House south side deck replacement to WRS Construction Inc of Davenport, IA in the amount of \$308,139.82, CIP #23042. [Ward 3]
4. Resolution approving a service agreement with Davenport Industrial Railroad LLC for marketing, operations, and maintaining the City's transload facility. [Ward 8]
5. Resolution approving the lease agreement with Davenport Industrial Railroad LLC for the main rail line and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal. [Ward 8]
6. Motion approving the purchase of Aruba wireless hardware from Aercor Wireless, Inc in the amount of \$96,372.30, CIP #69021. [Ward 3]
7. Motion approving the purchase of new audio/visual equipment for the Council Chambers at City Hall from ACP CreativIT of Buffalo Grove, IL in the amount of \$81,106.51, CIP #60019. [Ward 3]

VIII. Motion recommending discussion or consent for Finance items

X. PURCHASES OF \$10,000 TO \$50,000 (For Information Only)

1. DLT Solutions - AutoCAD annual maintenance renewal - Amount: \$11,232.68
2. Lane & Waterman LLP - legal fees - Amount: \$11,763.35
3. Bracke Hayes Miller Architects - Freight House deck design - Amount: \$12,513.50
4. Veentra & Kim Inc - rail line construction service - Amount: \$14,228.61
5. Rilco Env LLC - Credit Island flood cleanup - Amount: \$21,000

XI. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to vote on the item below:
2. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the 400 W River project to be located in the 400 block of W River Dr, and approving an Urban Revitalization Tax Exemption (URTE) application for the same (Davenport Development Group, petitioner). [Ward 3]

XII. 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 cannot take action on any complaint or suggestions tonight, and cannot 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.

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Ryan Rusnak 563-888-2022
Wards:

Action / Date
11/6/2019

Subject:
Public Hearing for the Ordinance amending various titles, chapters, and sections of the Davenport Municipal Code related to outdated references to the old Zoning Ordinance (City of Davenport, petitioner). [All Wards]

Recommendation:
Hold the Public Hearing.

Background:
The proposed Ordinance would amend various titles, chapters, and sections of the Davenport Municipal Code related to outdated references to the old Zoning Ordinance. Staff recognizes that certain committees of the City Council would consider certain Chapters of the Davenport Municipal Code; however, for simplicity and because the majority of the amendments are due to the new Zoning Ordinance, staff placed the request on the Community Development Committee agenda.

A summary of the proposed changes are as follows:

Sections 1, 2, 3, 5, 7, 13, 14. Amend and/or delete outdated references to Title 17, entitled "Zoning".

Section 4. Amend outdated reference to Title 17, entitled "Zoning". Additionally, remove measurement from the curbline or outside edge of a public right-of-way, thus making the 15 foot setback from the public right-of-way.

Section 6. Amend Section 8.15.120, entitled "Existing installations" by defining a substantial alteration and articulating that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer. The City is obligated under the Iowa Department of Natural resources to remove inflow and infiltration from the sanitary sewer system. The impact of these types of connections can be significant as the additional volume of water can lead to overflows in the collection system and added cost for wastewater treatment.

Section 8. Delete outdated references to Title 17, entitled "Zoning." Additionally, amend the obstruction permit time period to 30 days, which reflects Public Works' standard practice.

Section 9. Amend Section 13.16.033, entitled "Discharge of surface waters" by clarifying that it would be unlawful to make or to have any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer. The City is obligated under the Iowa Department of Natural

resources to remove inflow and infiltration from the sanitary sewer system. The impact of these types of connections can be significant as the additional volume of water can lead to overflows in the collection system and added cost for wastewater treatment.

Section 10. Delete definitions "Apartment/condominium property," "Developed agricultural property," and "Duplex" and delete list of the nonresidential properties. The definitions mirrored old Zoning Ordinance definitions.

Sections 11 and 12. Amend outdated reference to Title 17, entitled "Zoning" and amend "flood plain district" to "flood plain hazard area", which reflects current language in Chapter 15.44, entitled "Flood Damage Protection."

Sections 15, 16, 17, 18, 19 and 20. Amend outdated reference to Title 17, entitled "Zoning." Additionally, amend various chapters and sections to update the subdivision regulations.

- Preliminary plats (section 16) - Expand the exemption for preliminary plats, delete and amend language regarding the submittal process, required information to be submitted and the approval standards, and allow for the Zoning Administrator to grant a twelve month extension.
- Final plats (section 17) - Delete and amend language regarding the submittal process, required information to be submitted and the approval standards, and amend language regarding additional information requested by the city engineer.
- Requirements for subdividing (section 18) - Delete minimum lot width and depth requirements and default to the minimum lot width and depth requirements in Title 17, entitled "Zoning" and delete the requirement to show building lines on a final plat as building lines may change by Zoning Map amendments or by future amendments to the Zoning Ordinance.
- Conservation subdivision option (section 19) - Delete this chapter entirely since the "Planned Unit Development" process in Title 17, entitled "Zoning" provides for this type of flexibility.
- Improvements (section 20) - Delete and amend language regarding the approval of plans for subdivision improvements, the time period of approval and the timing of the installation and acceptance of subdivision improvements.

ATTACHMENTS:

Type	Description
▢ Backup Material	Ordinance - Clean
▢ Backup Material	Ordinance - Strike Through and Underline
▢ Backup Material	Legal Ad Proof

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/31/2019 - 11:48 AM
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:48 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:44 PM

ORDINANCE NO. 2019 -

Request of the City of Davenport to amend various titles, chapters and sections of the Davenport Municipal Code, specifically by amending Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” by amending outdated references to chapters in Title 17 of the Davenport Municipal Code, by amending Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” by deleting outdated reference to a section and chapter in Title 17 of the Davenport Municipal Code, by amending Section 5.10.210 of the Davenport Municipal Code, entitled “Prohibited sales and acts” by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M, by amending Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations (Section 5.17.030.H only)” by deleting language regarding measurement to a curblin and amending outdated reference to a section in Title 17 of the Davenport Municipal Code, by amending Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” by amending outdated reference to zoning classifications in Title 17 of the Davenport Municipal Code, by amending Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations” by defining “substantial renovation” and by adding language that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer, by amending Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” by deleting outdated reference to sections in Title 17 of the Davenport Municipal Code, by deleting redundant language, by amending language such that the duration of all permits shall be 30 days and by reordering said section, by amending Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” by amending language such that surface water, groundwater, storm water, roof runoff, or subsurface drainage may not be connected directly or indirectly to a public sanitary sewer, by amending Section 13.33.030 of the Davenport Municipal Code entitled “Definitions” by deleting the definitions “Apartment/condominium”, “Developed agricultural property” and “Duplex”, by deleting the list of nonresidential properties in the definition of “Nonresidential properties”, and by reordering said section, by amending Section 15.12.040 of the Davenport Municipal Code entitled “Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)” by amending an outdated code reference and by amending “flood plain district” to “flood plain hazard area”, by amending Section 15.12.052 of the Davenport Municipal Code entitled “Chapter 3 International Residential code modified (Section 15.12.052.F only)” by amending an outdated code reference and by amending “flood plain district” to “flood plain hazard area”, by amending Section 15.30.010 of the Davenport Municipal Code entitled “Licensing generally (Section 15.30.010.B only)” by amending an outdated code reference, by amending Section 15.44.070 of the Davenport Municipal Code entitled “Definitions (definition of Manufactured Home Park or Subdivision only)” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending

Section 16.04.040 of the Davenport Municipal Code, entitled “Building Line” by deleting the definition and renaming said section to “Reserved”, by amending Chapter 16.16 of the Davenport Municipal Code entitled “Preliminary Plats” by amending Section 16.16.010 of the Davenport Municipal Code, entitled Preliminary plats” by amending language such that the exception for requiring a preliminary plat is expanded, by amending Section 16.16.020 entitled “Submission of preliminary plat – contents” by renaming said section to “Application” and by deleting and amending language in said section regarding the submittal process and the required information to be submitted, by amending Section 16.16.030 entitled “Conformance with minimum standards” by renaming said section to “Approval standards” and by amending language in said section regarding the Plan and Zoning Commission and City Council approval process and by amending Section 16.16.050, entitled “Voidable when” by amending language such that the Zoning Administrator may grant a twelve month extension, by deleting Section 16.20.010, entitled “Conditions for approval”, by deleting Section 16.20.020, entitled “Scale”, by amending Section 16.20.030, entitled “Copies to be submitted – supplemental information” by renumbering Section 16.20.030 to Section 16.20.010, by renaming said section to “Application”, by amending language in said section regarding the submittal process and the required information to be submitted and articulating that the Zoning Administrator may allow for the Preliminary Plats and Final Plats to be submitted concurrently, by creating Section 16.20.020, entitled “Plan and zoning commission approval standards” by adding language regarding the Plan and Zoning Commission approval standards, by amending Section 16.20.040, entitled “Material to be filed prior to consideration” by renumbering Section 16.20.040 to Section 16.20.030, by renaming said section to “Information to be submitted prior to city council consideration”, by amending language in said section regarding the information to be submitted, by creating section 16.20.040, entitled “City Council approval standards” and adding language regarding approval standards, by amending Section 16.20.050, entitled “Submission of data to city engineer” by deleting and adding language regarding the data to be submitted to the city engineer, by deleting Section 16.20.060, entitled “Final approval”, by amending Section 16.20.070, entitled “Compliance” by renumbering Section 16.20.070 to Section 16.20.060 and amending outdated Iowa Code reference, by amending Section 16.24.080 of the Davenport Municipal Code entitled “Lots” by deleting minimum lot width and depth language, by amending Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” by deleting the language in the section and renaming said section to “Reserved”, by amending Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” by deleting the language in the chapter and renaming said chapter to “Reserved”, by amending Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” by renaming the chapter to “Subdivision Improvements”, by amending Section 16.28.010 of the Davenport Municipal Code, entitled “Required” by amending language such that subdivision improvements shall not be installed prior to a final plat being approved and recorded, by deleting Section 16.28.020 entitled “Instruments may be filed in lieu of final completion - exceptions” by amending Section 16.28.030 of the Davenport Municipal Code, entitled “Minimum required” by renaming said section to “Subdivision improvements required”, by adding language regarding the approval of plans for subdivision improvements, the time period of approval and the timing of the installation and acceptance of subdivision improvements, by amending Section 16.28.030 entitled “Streets” by renumbering Section 16.28.030 to Section 16.28.020 and by deleting language in existing said section language and adding language

regarding construction standards, by deleting Section 16.28.045, entitled “Street signs”, by amending Section 16.28.050 entitled “Sidewalks” by renumber Section 16.28.050 to Section 16.28.040 and by deleting and adding language regarding construction standards, by amending Section 16.28.060 entitled “Sewers” by renumber Section 16.28.060 to Section 16.28.050 and by deleting language existing section language and adding language regarding construction standards and by amending Section 16.28.070 entitled “Monuments” by renumber Section 16.28.070 to Section 16.28.060. [Ward All]

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

Section 1. Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” is hereby amended as follows:

5.09.030 Business regulations.

- G. Notwithstanding the requirements for off-street parking contained in Title 17 of the Davenport Municipal Code, motor vehicle dealerships shall provide at least one off-street parking space for customer use for each repair stall required under this chapter.
- H. It is unlawful for any person to operate a motor vehicle dealership unless the surface of such motor vehicle dealership lot has first been paved in conformance with the requirements of Title 17 of the Davenport Municipal Code. If an applicant is able to demonstrate that he or she is waiting for a Department of Natural Resources permit concerning an underground storage tank, a temporary surface of seal-coated gravel will satisfy the requirements of this section for a period of twelve months immediately succeeding the application date. Upon proper demonstration that DNR approval is still pending, the twelve-month period may be renewed for a like time period. It is unlawful for any person operating or concerned with the operation of an outdoor motor vehicle parking space in the city to permit dust, dirt, or other debris to accumulate upon the surface of such parking space or to blow from such surface.
- K. The provisions of this chapter expressly apply to motor vehicle dealerships. Any requirements not contained in this chapter, but expressly contained in Title 17 of the Davenport Municipal Code, shall also govern the operation of a motor vehicle dealership.

Section 2. Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” is hereby amended as follows:

5.10.105 Permits and licenses – distance separation provisions.

- A. No application for a class A, class B, class C, or class E liquor store control license or a wine permit or a beer permit shall be approved if the property upon which such licensed or permitted activity will occur is located within six hundred feet, including public rights-of-way, of a state registered child development home, state licensed child care center, or public or private elementary or secondary school. However, an application within six hundred feet, but not immediately abutting, a state registered child development home or state licensed child care center may be approved if the city council upon a hearing grants a waiver to this rule. The city council may grant the waiver if it determines the

following exists: (1) the affected child development home or care center consents to the granting of the waiver; or (2) sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the applicant, such as: (a) an arterial roadway, (b) at least one hundred feet of natural buffering like woods, ravines, waterways, or wetlands, or (c) similar or greater visual, sound, and physical separation as set forth in paragraphs (a) and (b) immediately above. "Physical separation" refers to the ease and options for pedestrian movement.

- B. The prohibitions contained in subsections A and F shall not apply to hotels offering restaurant service, formally organized clubs operated solely for objects of national or state-wide social, patriotic, benevolent or similar purposes, pharmacies, or restaurants where the sale of alcoholic beverages is not the principal business carried on; nor to the renewal of a license or permit for the sale and consumption on premises that are located within six hundred feet of a state registered child development home, state licensed child care center or school if the premises was previously licensed or permitted prior to the establishment of the distance separation limitation and said license or permit has not expired or lapsed for a period of six months or more. "Hotel" as used in this section means a premises licensed by the state and regularly kept open for the lodging of transient guests but does not include a facility licensed as a bed and breakfast. "Restaurant" as used in this section means any retail establishment, the principal business of which consists of the sale of food products for consumption on the premises. The volume of food sales—not including the sale of alcoholic beverages, tobacco sales and non-food product sales—shall not be less than fifty percent of the total dollar volume of sales made by the establishment. It shall be presumed that the sale of alcoholic beverages by the holder of a liquor control license or class B beer permit constitutes more than fifty percent of the volume of all sales, which presumption may be overcome by furnishing a verified statement of total dollar volume of all sales which also shows as separate line items total dollar sales figures for food, alcoholic beverages, tobacco sales and non-food product sales for the six months immediately preceding the application or renewal, or by providing an affidavit by the business's certified public accountant or chief financial officer stating the gross income breakdown, or a copy of the business's state income tax form showing the income breakdown. Failure to rebut the presumption at the end of the first year by meeting the fifty percent nonalcoholic beverage income requirement disqualifies the business from continuing to hold a liquor license, beer or wine permit at the location for which the special use permit was granted. A statement as to how the business operation will or is proposed to operate or its estimated income projections are not sufficient or adequate to overcome the presumption.

Section 3. Section 5.10.210 of the Davenport Municipal Code, entitled “Prohibited sales and acts (Sections 5.10.210.K, 5.10.210.L and 5.10.210.M only)” is hereby amended by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M.

Section 4. Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations. (Section 5.17.030.H)” is hereby amended as follows:

Section 5.17.030 Sales regulations.

- H. Any display of tangible personal property offered for sale and any signs or advertising shall be at least fifteen feet from the public right-of-way. Signs must comply with Title 17 of the Davenport Municipal Code.

Section 5. Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” is hereby amended as follows:

Section 6.06.040 Zoning districts allowed.

Permits may be granted for tracts of land with a single family dwelling, as defined by Title 17 of the Davenport Municipal Code, being the principal use.

Section 6. Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations) is hereby amended as follows.

Section 8.15.120 Existing installations.

Buildings in existence at the time of the adoption of this code may have their existing use or occupancy continued, if such use or occupancy was legal at the time of its installation. However, where existing installations were legal at the time of their installations, if substantial alterations or replacement occurs, the work must meet existing code. Substantial alteration occurs with any exterior change, the cost of which exceeds 50% of the assessed or appraised building value. Routine exterior maintenance activities such as painting, tuckpointing, replacing trim in kind, railings in kind, or replacing other nonstructural architectural details in kind are not considered to constitute a substantial repair/rehabilitation unless the cost of exceeds 50% of the assessed or appraised building value. Notwithstanding the foregoing, any change in the use or occupancy of any existing building or structure shall comply with the related provisions of the Davenport Municipal Code. This section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 7. Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” is hereby amended as follows:

Section 8.17.080 Abatement of dangerous buildings.

All buildings or portions thereof which are determined after inspection by the authorized official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in this code.

Section 8. Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” is hereby amended as follows:

Section 12.36.090 Obstructions – permit required.

- A. No person shall place any obstruction in or above any street, alley, or other public property without first obtaining a permit from the engineering division of public works ("engineering") pursuant to this section and Chapter 12.40 of the Davenport Municipal Code.
- B. Application for a permit shall be filed with engineering along with a nonrefundable application review fee of ten dollars and proof of liability insurance in the amount of at least one hundred thousand dollars per incident. Failure to pay the ten dollar review fee or provide proof of insurance will result in automatic rejection of the application.
- C. Engineering shall review the application and approve it, if acceptable. In reviewing the application, engineering shall consider the need to use this location, the adequacy of the unobstructed space, the applicant's prior compliance with these regulations, the standards and specifications of the Iowa Manual on Uniform Traffic Control Devices.
- D. The permittee shall defend and hold harmless the city against any loss, cost, or damage resulting from or related to permittee's occupation of the right-of-way.
- E. The duration of the permit shall be thirty days. A onetime extension for an equal period of time may be granted by engineering if the extension is necessitated by events outside the control of permittee.
- F. The judgment of engineering in the granting or extending of a permit is final. Additionally, the decision of engineering to revoke a permit for failure to comply with this section shall be final.
- G. A violation of this section is punishable as follows:

Type I Violations

1st Offense—\$250; 2nd—\$350; 3rd & Subsequent—\$500

No permit

Failure to Comply with Iowa Manual on Uniform Traffic Control Devices or Instructions from Traffic Engineering

Type II Violation

1st Offense—\$100; 2nd—\$150; 3rd & Subsequent—\$200

Expired Permit (for first 7 days after expiration date only, subsequently fined as No Permit)

The city may seek other administrative, legal, or equitable relief in addition to or in lieu of the fine.

Each day a violation exists may be charged as a separate offense.

Section 9. Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” is hereby amended as follows:

Section 13.16.033 Discharge of surface waters.

It is unlawful to make or to have any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 10. Section 13.33.030 of the Davenport Municipal Code entitled “Definitions” is hereby amended as follows:

Section 13.33.030 Definitions.

- A. "Adjustment" means a modification in a nonresidential customer's stormwater service fee for certain activities that impact stormwater runoff or impacts the city's costs of providing stormwater management.
- B. "Director" means the director of the department of public works or designee.
- C. "Equivalent residential unit (ERU)" means a value, equal to two thousand six hundred square feet of measured impervious area and is equal to the average amount of impervious area of residential properties within the city of Davenport.
- D. "Impervious area" means areas that have been paved and/or covered with buildings and materials, which include, but are not limited to, concrete, asphalt, rooftop, gravel, and blacktop.
- E. "Nonresidential properties" means all properties not encompassed by the definition of residential shall be defined as nonresidential.
- F. "Residential property" means all single-family and two-family dwelling properties, as defined by Title 17 of the Davenport Municipal Code, within the city of Davenport.
- G. "Stormwater" means stormwater runoff, snowmelt runoff, and surface runoff and drainage.
- H. "Stormwater facilities" means various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, channels, outlets, retention/detention basins and other structural components.
- I. "Storm sewer" means a sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.
- J. "Stormwater service charge" means a charge assessed to users of the city's stormwater collection, impounding and transportation system.

- K. "Stormwater drainage system" means all man-made facilities, structures, and natural watercourses owned by the city of Davenport, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gulches, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

Section 11. Section 15.12.040 of the Davenport Municipal Code entitled "Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)" is hereby amended as follows:

Section 15.12.040 Additions, deletions and amendment to the International Building Code

- F. Delete all references to National Fuel Gas Code and insert in lieu thereof "Fuel Gas Piping requirements of Iowa Administrative Code 641-25.3(105) Fuel gas piping." Fuel gas piping shall comply with the State Plumbing Code.

NOTE:

1. All permits and regulations for the construction, encroachment and installation or maintenance within the public right-of-way and upon dedicated storm, sewer and access easements and the installation of public sidewalks, curb cuts, and drives are administered by the Department of Construction and Engineering.
2. See the Sign Ordinance of the City of Davenport for limitations on the encroachment of signs onto public property.
3. See Chapter 15.44 of the Davenport Municipal Code for development for construction within a flood hazard area.
4. See Iowa Administrative Code 641 Chapter 25 for the regulation of plumbing, potable water supply, drain, waste and venting and hydronic systems servicing buildings.
5. See Iowa Administrative Code 641 Chapter 61 for the regulation of heating, air conditioning and mechanical systems for environmental conditions and process within buildings.
6. See Iowa Administrative Code 661 Chapter 504 and Chapter 15.16 of the Davenport Municipal Code for standards for electrical work.

Section 12. Section 15.12.052 of the Davenport Municipal Code entitled "Chapter 3 International Residential code modified (Section 15.12.052.F only)" is hereby modified as follows:

Section 15.12.052 Chapter 3 International Residential Code modified.

- F. Delete Section R322 "Flood Resistant Construction" in its entirety.

Note: Chapter 15.44 of the Davenport Municipal Code for development or construction within a flood hazard area.

Section 13. Section 15.30.010 of the Davenport Municipal Code entitled “Licensing generally (Section 15.30.010.B only)” is hereby amended as follows:

Section 15.30.010 Licensing generally.

- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current valid license issued in accordance with this chapter. The term sign contracting shall mean being engaged in the performance or supervision of work regulated by the provisions of Section 17.12.060 of the Davenport Municipal Code, entitled Sign Permit Required.

Section 14. Section 15.44.070 of the Davenport Municipal Code entitled “Definitions (definition of Manufactured Home Park or Subdivision only)”

Section 15.44.070 Definitions.

"Manufactured home park or subdivision" shall mean a tract designed to accommodate manufactured home sites.

Section 15. Section 16.04.040 of the Davenport Municipal Code, entitled “Building Line” is hereby amended as follows:

16.04.040 Reserved.

Section 16. Chapter 16.16 of the Davenport Municipal Code entitled “Preliminary Plats” is hereby amended as follows:

Chapter 16.16 Preliminary Plats

16.16.010 Requirements.

A Preliminary Plat containing three lots or less, or a preliminary plat not proposing the dedication of public infrastructure, may be exempted from the requirements of the preliminary plat as set forth in this chapter. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision.

16.16.020 Application.

The applicant must file an application with the Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code. The application must be on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. The preliminary plat shall contain or be supplemented by all the following, but not limited to, information:

- A. The location of present property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on land immediately adjacent thereto;
- B. The proposed location and width of streets, alleys, and lots. Street and alley information shall be supplemented with a typical roadway section;

- C. The location of existing and proposed public or private infrastructure, including but not limited to, sanitary sewers, water mains, stormwater management and drainage systems and other underground structures within the tract and immediately adjacent thereto;
- D. Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor;
- E. Existing and proposed contours with intervals of five feet or less;
- F. North arrow, scale and date;
- G. A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.
- H. The city engineer, or designee, may request additional data and/or information to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.16.030 Approval standards.

The plan and zoning commission shall evaluate the preliminary plat pursuant to the minimum standards and requirements as outlined in this chapter. The Plan and Zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council within forty-five days after the submission of a complete application, unless an extension is agreed to by the applicant. The City Council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. The approval of the preliminary plat does not constitute acceptance with the subdivision by the city, but is deemed to be an authorization to proceed with the preparation of the final plat.

16.16.040 Revocability.

Approval of the preliminary plat, or any portion thereof not final platted is revocable by the city plan and zoning commission.

16.16.050 Voidable when.

If neither a part nor all of the preliminary plat is approved by the city council as a final plat within one year after the approval of the preliminary plat, the preliminary plat shall be void unless a twelve month extension is granted by the Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code.

If only part of a preliminary plat is approved as a final plat, the approval of the remaining portion of the preliminary plat shall automatically gain an extension of sixty months before another phase of the plat must be submitted in final form.

Section 17. Chapter 16.20 of the Davenport Municipal Code entitled “Final Plats” is hereby amended as follows:

Chapter 16.20 Final Plats

16.20.010 Application.

After final approval of the preliminary plat, if required, the subdivider may submit a final plat. A preliminary plat and final plat for a smaller-scale subdivision may be submitted concurrently. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision. The applicant must file an application with the Zoning Administrator on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. The final plat shall show or be supplemented by the following information:

- A. The boundary lines of the area being subdivided with accurate distances and bearings;
- B. The accurate outline of any property which is offered for dedication for public use;
- C. The lines of all adjoining lands;
- D. All lot lines and an identification system for lots and blocks;
- E. Right-of-way and easements provided for public use, services or utilities, or excess storm water passageways with names and figures showing their dimensions;
- F. All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a hundredths of a foot;
- G. Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners;
- H. All survey monuments with their descriptions;
- I. Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument or two previously established lot corners both labeled with description of each corner;
- J. North arrow, scale and date;
- K. Certification by a Professional Land Surveyor under the laws of the state, to the effect that the plan represents a survey made by him or her and that all necessary survey monuments are correctly shown thereon;
- L. Low water entry elevation for lots abutting an excess storm water passageway;
- M. Certification by an authorized representative of the public service or utility companies concerned that easements shown on the plat are satisfactory for their requirements.

16.20.020 Plan and zoning commission approval standards.

The plan and zoning commission shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter and conformance with the approved preliminary plat. The plan and zoning commission may approve a final plat that is not strictly in conformance with the preliminary plat if modifications are deemed minor and final plat is deemed to be in general conformance with the approved preliminary plat. The plan and zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council within forty-five days after the submission of a complete application, unless an extension is agreed to by the applicant.

16.20.030 Material to be filed prior to city council consideration.

The following material shall be filed with the Zoning Administrator, as defined in Title 17 of the Davenport City Code, in such quantity and submittal deadlines as required by the instructions:

- A. Surveyor certificate;
- B. Dedication of owner;
- C. Certification of consent of mortgage holder, if applicable;
- D. Attorney's certificate;
- E. Acceptance by the city;
- F. Auditor approval of subdivision name;
- G. Treasurer's certificate;
- H. A hold-harmless agreement protecting the city from any damages, claims, or suits resulting from the construction and development by the owner and/or subdivider. Said agreement shall be approved as to format by the city attorney's office, and recorded with the plat;
- I. An assessment waiver to be approved by the council prior to the acceptance of the final plat which shall provide that the city may without notice construct and install the improvements and assess the total cost thereof against the subdivided property in accordance with city and state requirements regarding special assessments, and that the subdividers, for themselves, their heirs, their grantees, their assigns, and all subsequent owners of any part of the subdivided area waive all formalities, rights of protest, and rights of appeal to the construction and installation of the improvements by the city and to the assessment of the total cost thereof against the subdivided area even though the cost may exceed the amount that can legally be assessed against the subdivided area by the city. The assessment waiver shall further provide that the subdivider and the persons who own the property benefited by the improvements at the time construction and installation of the improvements is initiated by the city shall be jointly and severally liable for any difference between the cost of the improvements and the amount which can be legally assessed by the city against the subdivided area.

16.20.040 City Council approval standards

The city council shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter and conformance with the approved preliminary plat. The city council may approve a final plat that is not strictly in conformance with the preliminary plat if modifications are deemed minor and final plat is deemed to be in general conformance with the approved preliminary plat. The city council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. This 60-day time shall not apply if the applicant fails to provide the material enumerated in Section 16.20.030 of the Davenport Municipal Code.

16.20.050 Submission of data to city engineer.

The city engineer, or designee, may request data to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.20.060 Compliance.

Before it is recorded in the office of the county recorder, the provisions of Chapter 354 of the Code of Iowa, and amendments thereto, shall be complied with.

Section 18. Sections 16.24.080 of the Davenport Municipal Code entitled “Lots” and Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” is hereby amended as follows:

16.24.080 Lots.

- A. All side lines of lots shall be at right angles to straight street lines, or radial to curved street lines, unless a variation to this rule will give a better street and lot plan.
- B. All lots platted in a subdivision shall have frontage on a platted street or officially approved private street unless the lot arrangement has been approved by the city council upon recommendation by the city plan and zoning commission.
- C. The minimum dimensions for lots no less than what is required by the zoning district in which the property is located.
- D. Corner lots shall have extra width sufficient to permit required building setback lines on both front and side streets.
- E. Should a subdivision be on or overlap the city limits, it shall be platted so the city limit boundary shall be along a street centerline or shall be a lot line. In no case shall a lot be platted so as to be bisected by the city limit boundary line.

Section 19. Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” is hereby amended as follows:

Chapter 16.26 Reserved.

Section 20. Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” is hereby amended as follows:

Chapter 16.28 Subdivision Improvements

16.28.010 Required.

The final plat of any subdivided area shall be approved and recorded prior to the subdivider making and/or installing any of the improvements described in this chapter.

16.28.020 Subdivision improvements required.

The minimum improvements installed in any subdivision shall be in accordance with the provisions set forth in sections 16.28.030 through 16.28.060.

The city engineer, or designee, shall approve plans for subdivision improvements prior to any construction related to subdivision improvements or buildings and/or site improvements on lots connecting to said subdivision improvements. Subdivision improvement plan approval expires if construction has not begun within one year after the date of the approval. An extension of this one year validity period may be granted by the city engineer, or designee, prior to the expiration date of the approval, if the applicant requests an extension in writing prior to the expiration date of the approval.

No certificate of occupancy (temporary) or permanent) shall be issued until all subdivision improvements are constructed and/or installed and accepted by the city.

16.28.030 Streets.

All streets shall be constructed in accordance with Title 12 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

16.28.040 Sidewalks.

Sidewalks shall be constructed along the right-of-way of each street in accordance with Title 12 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

16.28.050 Sewers.

Sewers shall be constructed in accordance with Title 13 of the Davenport Municipal Code, entitled public systems, and the most recent city standards and specifications.

16.28.060 Monuments.

Steel rods, a minimum of one-half inch in diameter and twenty-four inches long shall be in place on the site of the proposed subdivision marking all block and lot corners, all points of curvature, all points of tangency, and all boundary corners before the final plat shall be approved by the city council.

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:

Frank Klipsch, Mayor

Attest: _____
Brian Krup, Deputy City Clerk

Published in the *Quad City Times* on _____

ORDINANCE NO. 2019 -

Request of the City of Davenport to amend various titles, chapters and sections of the Davenport Municipal Code, specifically by amending Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” by amending outdated references to chapters in Title 17 of the Davenport Municipal Code, by amending Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” by deleting outdated reference to a section and chapter in Title 17 of the Davenport Municipal Code, by amending Section 5.10.210 of the Davenport Municipal Code, entitled “Prohibited sales and acts” by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M, by amending Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations (Section 5.17.030.H only)” by deleting language regarding measurement to a curblin and amending outdated reference to a section in Title 17 of the Davenport Municipal Code, by amending Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” by amending outdated reference to zoning classifications in Title 17 of the Davenport Municipal Code, by amending Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations” by defining “substantial renovation” and by adding language that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer, by amending Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” by deleting outdated reference to sections in Title 17 of the Davenport Municipal Code, by deleting redundant language, by amending language such that the duration of all permits shall be 30 days and by reordering said section, by amending Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” by amending language such that surface water, groundwater, storm water, roof runoff, or subsurface drainage may not be connected directly or indirectly to a public sanitary sewer, by amending Section 13.33.030 of the Davenport Municipal Code entitled “Definitions” by deleting the definitions “Apartment/condominium”, “Developed agricultural property” and “Duplex”, by deleting the list of nonresidential properties in the definition of “Nonresidential properties”, and by reordering said section, by amending Section 15.12.040 of the Davenport Municipal Code entitled “Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)” by amending an outdated code reference and by amending “flood plain district” to “flood plain hazard area”, by amending Section 15.12.052 of the Davenport Municipal Code entitled “Chapter 3 International Residential code modified (Section 15.12.052.F only)” by amending an outdated code reference and by amending “flood plain district” to “flood plain hazard area”, by amending Section 15.30.010 of the Davenport Municipal Code entitled “Licensing generally (Section 15.30.010.B only)” by amending an outdated code reference, by amending Section 15.44.070 of the Davenport Municipal Code entitled “Definitions (definition of Manufactured Home Park or Subdivision only)” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending

Section 16.04.040 of the Davenport Municipal Code, entitled “Building Line” by deleting the definition and renaming said section to “Reserved”, by amending Chapter 16.16 of the Davenport Municipal Code entitled “Preliminary Plats” by amending Section 16.16.010 of the Davenport Municipal Code, entitled Preliminary plats” by amending language such that the exception for requiring a preliminary plat is expanded, by amending Section 16.16.020 entitled “Submission of preliminary plat – contents” by renaming said section to “Application” and by deleting and amending language in said section regarding the submittal process and the required information to be submitted, by amending Section 16.16.030 entitled “Conformance with minimum standards” by renaming said section to “Approval standards” and by amending language in said section regarding the Plan and Zoning Commission and City Council approval process and by amending Section 16.16.050, entitled “Voidable when” by amending language such that the Zoning Administrator may grant a twelve month extension, by deleting Section 16.20.010, entitled “Conditions for approval”, by deleting Section 16.20.020, entitled “Scale”, by amending Section 16.20.030, entitled “Copies to be submitted – supplemental information” by renumbering Section 16.20.030 to Section 16.20.010, by renaming said section to “Application”, by amending language in said section regarding the submittal process and the required information to be submitted and articulating that the Zoning Administrator may allow for the Preliminary Plats and Final Plats to be submitted concurrently, by creating Section 16.20.020, entitled “Plan and zoning commission approval standards” by adding language regarding the Plan and Zoning Commission approval standards, by amending Section 16.20.040, entitled “Material to be filed prior to consideration” by renumbering Section 16.20.040 to Section 16.20.030, by renaming said section to “Information to be submitted prior to city council consideration”, by amending language in said section regarding the information to be submitted, by creating section 16.20.040, entitled “City Council approval standards” and adding language regarding approval standards, by amending Section 16.20.050, entitled “Submission of data to city engineer” by deleting and adding language regarding the data to be submitted to the city engineer, by deleting Section 16.20.060, entitled “Final approval”, by amending Section 16.20.070, entitled “Compliance” by renumbering Section 16.20.070 to Section 16.20.060 and amending outdated Iowa Code reference, by amending Section 16.24.080 of the Davenport Municipal Code entitled “Lots” by deleting minimum lot width and depth language, by amending Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” by deleting the language in the section and renaming said section to “Reserved”, by amending Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” by deleting the language in the chapter and renaming said chapter to “Reserved”, by amending Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” by renaming the chapter to “Subdivision Improvements”, by amending Section 16.28.010 of the Davenport Municipal Code, entitled “Required” by amending language such that subdivision improvements shall not be installed prior to a final plat being approved and recorded, by deleting Section 16.28.020 entitled “Instruments may be filed in lieu of final completion - exceptions” by amending Section 16.28.030 of the Davenport Municipal Code, entitled “Minimum required” by renaming said section to “Subdivision improvements required”, by adding language regarding the approval of plans for subdivision improvements, the time period of approval and the timing of the installation and acceptance of subdivision improvements, by amending Section 16.28.030 entitled “Streets” by renumbering Section 16.28.030 to Section 16.28.020 and by deleting language in existing said section language and adding language

regarding construction standards, by deleting Section 16.28.045, entitled “Street signs”, by amending Section 16.28.050 entitled “Sidewalks” by renumber Section 16.28.050 to Section 16.28.040 and by deleting and adding language regarding construction standards, by amending Section 16.28.060 entitled “Sewers” by renumber Section 16.28.060 to Section 16.28.050 and by deleting language existing section language and adding language regarding construction standards and by amending Section 16.28.070 entitled “Monuments” by renumber Section 16.28.070 to Section 16.28.060. [Ward All]

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

Section 1. Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” is hereby amended as follows:

5.09.030 Business regulations.

- G. Notwithstanding the requirements for off-street parking contained in ~~Chapters 17.30 and 17.44~~ Title 17 of the Davenport Municipal Code, motor vehicle dealerships shall provide at least one off-street parking space for customer use for each repair stall required under this chapter.
- H. It is unlawful for any person to operate a motor vehicle dealership unless the surface of such motor vehicle dealership lot has first been paved in conformance with the requirements of Title 17 of the Davenport Municipal Code ~~Chapter 17.56~~. If an applicant is able to demonstrate that he or she is waiting for a Department of Natural Resources permit concerning an underground storage tank, a temporary surface of seal-coated gravel will satisfy the requirements of this section for a period of twelve months immediately succeeding the application date. Upon proper demonstration that DNR approval is still pending, the twelve-month period may be renewed for a like time period. It is unlawful for any person operating or concerned with the operation of an outdoor motor vehicle parking space in the city to permit dust, dirt, or other debris to accumulate upon the surface of such parking space or to blow from such surface.
- K. The provisions of this chapter expressly apply to motor vehicle dealerships. Any requirements not contained in this chapter, but expressly contained in ~~Chapters 17.30, 17.42, or 17.44~~ Title 17 of the Davenport Municipal Code, shall also govern the operation of a motor vehicle dealership.

Section 2. Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” is hereby amended as follows:

5.10.105 Permits and licenses – distance separation provisions.

- A. No application for a class A, class B, class C, or class E liquor store control license or a wine permit or a beer permit shall be approved if the property upon which such licensed or permitted activity will occur is located within six hundred feet, including public rights-of-way, of a state registered child development home, state licensed child care center, or public or private elementary or secondary school. However, an application within six hundred feet, but not immediately abutting, a state registered child development home

or state licensed child care center may be approved if the city council upon a hearing grants a waiver to this rule. The city council may grant the waiver if it determines the following exists: (1) the affected child development home or care center consents to the granting of the waiver; or (2) sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the applicant, such as: (a) an arterial roadway as defined in section 17.04.010.15, (b) at least one hundred feet of natural buffering like woods, ravines, waterways, or wetlands, or (c) similar or greater visual, sound, and physical separation as set forth in paragraphs (a) and (b) immediately above. "Physical separation" refers to the ease and options for pedestrian movement.

- B. The prohibitions contained in subsections A and F shall not apply to hotels offering restaurant service, formally organized clubs operated solely for objects of national or state-wide social, patriotic, benevolent or similar purposes, pharmacies, or restaurants where the sale of alcoholic beverages is not the principal business carried on; nor to the renewal of a license or permit for the sale and consumption on premises that are located within six hundred feet of a state registered child development home, state licensed child care center or school if the premises was previously licensed or permitted prior to the establishment of the distance separation limitation and said license or permit has not expired or lapsed for a period of six months or more. "Hotel" as used in this section means a premises licensed by the state and regularly kept open for the lodging of transient guests but does not include a facility licensed as a bed and breakfast. "Restaurant" as used in this section means any retail establishment, the principal business of which consists of the sale of food products for consumption on the premises. The volume of food sales—not including the sale of alcoholic beverages, tobacco sales and non-food product sales—shall not be less than fifty percent of the total dollar volume of sales made by the establishment. It shall be presumed that the sale of alcoholic beverages by the holder of a liquor control license or class B beer permit constitutes more than fifty percent of the volume of all sales, which presumption may be overcome by furnishing a verified statement of total dollar volume of all sales which also shows as separate line items total dollar sales figures for food, alcoholic beverages, tobacco sales and non-food product sales for the six months immediately preceding the application or renewal, or by providing an affidavit by the business's certified public accountant or chief financial officer stating the gross income breakdown, or a copy of the business's state income tax form showing the income breakdown. ~~A business unable to rebut the presumption as provided shall be required to obtain a special use permit as provided for in Chapter 17.48, which permit, if approved, shall be conditioned upon the city's receipt of income information at the one year anniversary of the grant of the special use permit showing that the business does, in fact, meet the definition herein.~~ Failure to rebut the presumption at the end of the first year by meeting the fifty percent nonalcoholic beverage income requirement disqualifies the business from continuing to hold a liquor license, beer or wine permit at the location for which the special use permit was granted. A statement as to how the business operation will or is proposed to operate or its estimated income projections are not sufficient or adequate to overcome the presumption.

Section 3. Section 5.10.210 of the Davenport Municipal Code, entitled “Prohibited sales and acts (Sections 5.10.210.K, 5.10.210.L and 5.10.210.M only)” is hereby amended by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M.

Section 5.10.210 Prohibited sales and acts.

- ~~K. If business has ceased for a period of six months or more on any parcel of property for which a special use permit as provided in Section 17.48.020 was required and obtained, any new business for which a special use permit would be required shall, prior to operating from that same property, be required to apply for and obtain its own special use permit.~~
- ~~L. Any application or renewal which requests a change in class of license or permit from a less permissive privilege to a more expansive privilege shall require the licensee or permittee to obtain a special use permit as provided by Section 17.48.020.~~
- ~~M. The operation of a business required to hold a liquor license or beer or wine permit shall obtain a special use permit as approved by the zoning board of adjustment unless such business can establish that it qualifies as one of the businesses that is identified in subsections B and C as exempt, i.e., a hotel, restaurant, grocery store or pharmacy whose sales of alcoholic beverages do not account for more than fifty percent of gross income. Any business that does not have previous operations experience upon which to establish that it qualifies for an exemption shall obtain a special use permit.~~

Section 4. Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations. (Section 5.17.030.H)” is hereby amended as follows:

Section 5.17.030 Sales regulations.

- ~~H. Any display of tangible personal property offered for sale and any signs or advertising shall be at least fifteen feet from the curbline or outside edge of a public right-of-way. Prohibited signs designated in Section 17.45.030 shall not be used. Signs must comply with subsection 17.45.050B, 4 Title 17 of the Davenport Municipal Code.~~

Section 5. Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” is hereby amended as follows:

Section 6.06.040 Zoning districts allowed.

Permits may be granted for tracts of land with a single family residential dwelling, as defined by Title 17 of the Davenport Municipal Code, being the principal use located in the following residential districts: R-1, R-2, R-3, R-4, R-5, R-5M, R-6M, TND, or any residential zoning district which has a PUD overlay. In addition, permits may be granted for tracts of land with single family residential being the principal use located in the following commercial or industrial districts: O-T, C-O, C-1, C-2, M-1, M-2.

Section 6. Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations) is hereby amended as follows.

Section 8.15.120 Existing installations.

Buildings in existence at the time of the adoption of this code may have their existing use or occupancy continued, if such use or occupancy was legal at the time of its installation. However, where existing installations were legal at the time of their installations, if substantial alterations or replacement occurs, the work must meet existing code. Substantial alteration occurs with any exterior change, the cost of which exceeds 50% of the assessed or appraised building value. Routine exterior maintenance activities such as painting, tuckpointing, replacing trim in kind, railings in kind, or replacing other nonstructural architectural details in kind are not considered to constitute a substantial repair/rehabilitation unless the cost of exceeds 50% of the assessed or appraised building value. Notwithstanding the foregoing, Any any change in the use or occupancy of any existing building or structure shall comply with the related provisions of the Davenport Municipal Code. This section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 7. Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” is hereby amended as follows:

Section 8.17.080 Abatement of dangerous buildings.

All buildings or portions thereof which are determined after inspection by the authorized official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in this code. In nonemergency situations, a review under Chapter 17.23, entitled "Historic Preservation," shall be conducted when applicable.

Section 8. Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” is hereby amended as follows:

Section 12.36.090 Obstructions – permit required.

- A. No person shall place any obstruction in or above any street, alley, or other public property without first obtaining a permit from the engineering division of public works ("engineering") pursuant to this section and Chapter 12.40 of the Davenport Municipal Code.
- B. Application for a permit shall be filed with engineering along with a nonrefundable application review fee of ten dollars and proof of liability insurance in the amount of at least one hundred thousand dollars per incident. Failure to pay the ten dollar review fee or provide proof of insurance will result in automatic rejection of the application.

- C. Engineering shall review the application and approve it, if acceptable. In reviewing the application, engineering shall consider the need to use this location, the adequacy of the unobstructed space, the applicant's prior compliance with these regulations, the standards and specifications of the Iowa Manual on Uniform Traffic Control Devices, and the visibility triangles as described in Section 17.42.080.
- ~~D. The permittee must comply with the Iowa Manual on Uniform Traffic Control Devices and the visibility triangles as described in Section 17.42.080.~~
- ~~E.D.~~ The permittee shall defend and hold harmless the city against any loss, cost, or damage resulting from or related to permittee's occupation of the right-of-way.
- ~~F.E.~~ ~~For residential roofing or cleaning projects, the~~ The duration of the permit shall be ~~seven~~ thirty days. ~~In all other cases the permit shall be for thirty days.~~ A onetime extension for an equal period of time may be granted by engineering if the extension is necessitated by events outside the control of permittee.
- ~~G.F.~~ The judgment of engineering in the granting or extending of a permit is final. Additionally, the decision of engineering to revoke a permit for failure to comply with this section shall be final.
- ~~H.G.~~ A violation of this section is punishable as follows:

Type I Violations

1st Offense—\$250; 2nd—\$350; 3rd & Subsequent—\$500

No permit

Failure to Comply with Iowa Manual on Uniform Traffic Control Devices or Instructions from Traffic Engineering

~~Failure to follow visibility triangle requirements~~

Type II Violation

1st Offense—\$100; 2nd—\$150; 3rd & Subsequent—\$200

Expired Permit (for first 7 days after expiration date only, subsequently fined as No Permit)

The city may seek other administrative, legal, or equitable relief in addition to or in lieu of the fine.

Each day a violation exists may be charged as a separate offense.

Section 9. Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” is hereby amended as follows:

Section 13.16.033 Discharge of surface waters.

It is unlawful ~~for any person~~ to make ~~or to have~~ any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 10. Section 13.33.030 of the Davenport Municipal Code entitled "Definitions" is hereby amended as follows:

Section 13.33.030 Definitions.

- A. "Adjustment" means a modification in a nonresidential customer's stormwater service fee for certain activities that impact stormwater runoff or impacts the city's costs of providing stormwater management.
- ~~B. "Apartment/condominium property" means a lot or parcel of real estate on which is situated a building containing three or more single-family dwelling units.~~
- ~~C. "Developed agricultural property" means a lot or parcel of real estate used as a "farm", as defined in Section 17.04.220 which may contain one or greater dwelling units and/or other building structures but does not include undeveloped properties.~~
- ~~D.B.~~ "Director" means the director of the department of public works or designee.
- ~~E. "Duplex" means a lot or parcel of real estate for property tax purposes on which is situated a building containing two single-family dwelling units.~~
- ~~F.C.~~ "Equivalent residential unit (ERU)" means a value, equal to two thousand six hundred square feet of measured impervious area and is equal to the average amount of impervious area of residential properties within the city of Davenport.
- ~~G.D.~~ "Impervious area" means areas that have been paved and/or covered with buildings and materials, which include, but are not limited to, concrete, asphalt, rooftop, gravel, and blacktop.
- ~~H.E.~~ "Nonresidential properties" means all properties not encompassed by the definition of residential shall be defined as nonresidential. ~~Nonresidential properties shall include:~~
- ~~Developed agricultural properties;~~
 - ~~Apartment building properties;~~
 - ~~Condominiums properties;~~
 - ~~Mobile home parks;~~
 - ~~Commercial property;~~
 - ~~Industrial property;~~
 - ~~Institutional property;~~
 - ~~Governmental property;~~
 - ~~Churches;~~
 - ~~Schools;~~
 - ~~Federal, state and local properties; and~~
 - ~~Any other property not mentioned in the lists of properties.~~
- ~~I.F.~~ "Residential property" means all single-family and ~~duplex~~ two-family dwelling properties, as defined by Title 17 of the Davenport Municipal Code, within the city of Davenport.
- ~~J.G.~~ "Stormwater" means stormwater runoff, snowmelt runoff, and surface runoff and drainage.
- ~~K.H.~~ "Stormwater facilities" means various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, channels, outlets, retention/detention basins and other structural components.
- ~~L.I.~~ "Storm sewer" means a sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.

M-J. "Stormwater service charge" means a charge assessed to users of the city's stormwater collection, impounding and transportation system.

N-K. "Stormwater drainage system" means all man-made facilities, structures, and natural watercourses owned by the city of Davenport, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gulches, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

Section 11. Section 15.12.040 of the Davenport Municipal Code entitled "Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)" is hereby amended as follows:

Section 15.12.040 Additions, deletions and amendment to the International Building Code

F. Delete all references to National Fuel Gas Code and insert in lieu thereof "Fuel Gas Piping requirements of Iowa Administrative Code 641-25.3(105) Fuel gas piping." Fuel gas piping shall comply with the State Plumbing Code.

NOTE:

1. All permits and regulations for the construction, encroachment and installation or maintenance within the public right-of-way and upon dedicated storm, sewer and access easements and the installation of public sidewalks, curb cuts, and drives are administered by the Department of Construction and Engineering.
2. See the Sign Ordinance of the City of Davenport for limitations on the encroachment of signs onto public property.
3. See Chapter ~~17.24~~ **15.44** of the Davenport Municipal Code for development for construction within a flood ~~plain district~~ **hazard area**.
4. See Iowa Administrative Code 641 Chapter 25 for the regulation of plumbing, potable water supply, drain, waste and venting and hydronic systems servicing buildings.
5. See Iowa Administrative Code 641 Chapter 61 for the regulation of heating, air conditioning and mechanical systems for environmental conditions and process within buildings.
6. See Iowa Administrative Code 661 Chapter 504 and Chapter 15.16 of the Davenport Municipal Code for standards for electrical work.

Section 12. Section 15.12.052 of the Davenport Municipal Code entitled "Chapter 3 International Residential code modified (Section 15.12.052.F only)" is hereby modified as follows:

Section 15.12.052 Chapter 3 International Residential Code modified.

F. Delete Section R322 "Flood Resistant Construction" in its entirety.

Note: Chapter ~~17.24~~ **15.44** of the Davenport Municipal Code for development or construction within a flood ~~plain district~~ **hazard area**.

Section 13. Section 15.30.010 of the Davenport Municipal Code entitled "Licensing generally (Section 15.30.010.B only)" is hereby amended as follows:

Section 15.30.010 Licensing generally.

- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current valid license issued in accordance with this chapter. The term sign contracting shall mean being engaged in the performance or supervision of work regulated by the provisions of Chapter 17.45 Section 17.12.060 of the Davenport Municipal Code, entitled Sign Ordinance Permit Required.

Section 14. Section 15.44.070 of the Davenport Municipal Code entitled "Definitions (definition of Manufactured Home Park or Subdivision only)"

Section 15.44.070 Definitions.

"Manufactured home park or subdivision" shall mean a manufactured home of factory-built home park as defined in Chapter 17.22 of the Davenport City Code tract designed to accommodate manufactured home sites.

Section 15. Section 16.04.040 of the Davenport Municipal Code, entitled "Building Line" is hereby amended as follows:

16.04.040 Building line Reserved.

"Building line" means a line on a plat between which line and a street, alley or private place no building or structure may be erected.

Section 16. Chapter 16.16 of the Davenport Municipal Code entitled "Preliminary Plats" is hereby amended as follows:

Chapter 16.16 Preliminary Plats

16.16.010 Requirements.

A Preliminary Plats containing three lots or less, or a preliminary plat not proposing the dedication of public infrastructure, may be exempted from the requirements of the preliminary plat as set forth in this chapter. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision.

16.16.020 Submission of preliminary plat — Contents Application.

The shall submit to the city plan commission six copies of the preliminary plat at a scale of not less than one inch per one hundred feet. Said plat should be submitted at least sixteen days excluding Saturdays and Sundays prior to the regular meeting of the city plan and zoning commission at which the plat is to be considered applicant must file an application with the Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code. The application must be on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. # The preliminary plat shall contain or be supplemented by all the following, but not limited to, information:

- A. The location of present property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on land immediately adjacent thereto;
- B. The proposed location and width of streets, alleys, and lots, building setback lines and easements, if any. Street and alley information shall be supplemented with a typical roadway section;
- C. ~~Existing~~ The location of existing and proposed public or private infrastructure, including but not limited to, sanitary and storm sewers, water mains, culverts, stormwater management and drainage systems and other underground structures within the tract and immediately adjacent thereto. ~~The location and size of the nearest water main and sewer or outlet are to be indicated in a general way upon the plat;~~
- D. Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor;
- ~~E. The names and adjoining boundaries of all adjacent subdivisions and the names of record owners of adjoining parcels of unsubdivided land;~~
- ~~F.~~ E. Existing and proposed contours with intervals of five feet or less;
- ~~G.~~ F. North point arrow, scale and date;
- ~~H.~~ G. A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.
- H. The city engineer, or designee, may request additional data and/or information to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.16.030 Conformance with minimum Approval standards.

The city plan and zoning commission shall study such evaluate the preliminary plat to see if it conforms with pursuant to the minimum standards and requirements as outlined in this chapter. The Plan and Zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council for approval within forty-five days after the submission of the preliminary plat a complete application, unless an extension is agreed to by the applicant. The City Council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. The approval of the preliminary plat does not constitute acceptance with the subdivision by the city, but is deemed to be an authorization to proceed with the preparation of the final plat.

16.16.040 Revocability.

Approval of the preliminary plat, or any portion thereof not final platted is revocable by the city plan and zoning commission.

16.16.050 Voidable when.

If neither a part nor all of the preliminary plat is approved by the city council as a final plat within one year after the approval of the preliminary plat, the preliminary plat shall be void unless a twelve month extension is granted by the city plan and zoning commission Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code.

If only part of a preliminary plat is approved as a final plat, the approval of the remaining portion of the preliminary plat shall automatically gain an extension of sixty months before another phase of the plat must be submitted in final form.

Section 17. Chapter 16.20 of the Davenport Municipal Code entitled “Final Plats” is hereby amended as follows:

Chapter 16.20 Final Plats

~~16.20.010 Conditions for Approval~~

~~After approval of the preliminary plat by the city plan and zoning commission, if required, the subdivider may prepare submit a final plat and submit six copies of it to the city plan and zoning commission. They shall be filed at least sixteen days excluding Saturdays and Sundays prior to the regular meeting of the city plan and zoning commission at which they are to be considered. If the final plat conforms to the approved preliminary plat, the city plan and zoning commission will approve the plat subject to conditions that the commission may deem necessary and proper.~~

~~16.20.020 Scale.~~

~~The final plat is to be drawn from an accurate survey at a scale of fifty feet to the inch unless a specific variance is granted by the city plan and zoning commission.~~

~~16.20.030 Copies to be submitted — Supplemental information 16.20.010 Application.~~

~~Twenty one copies of the final plat shall be submitted with the original tracing and a digital drawing file to the department of community and economic development. They shall be filed at least six working days prior to the regular meetings of the committee of the whole of the city council at which they are to be considered. The digital drawing file shall conform to the standards and requirements established by the city engineer. After final approval of the preliminary plat, if required, the subdivider may submit a final plat. A preliminary plat and final plat for a smaller-scale subdivision may be submitted concurrently. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision. The applicant must file an application with the Zoning Administrator on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. The final plat shall show or be supplemented by the following information:~~

- ~~A.~~ The boundary lines of the area being subdivided with accurate distances and bearings;
- ~~B.~~ ~~The lines of all proposed streets and alleys with their width and names;~~
- ~~C.~~ The accurate outline of any property which is offered for dedication for public use;
- ~~D.~~ ~~C.~~ The lines of all adjoining lands and the lines of adjacent streets and alleys with their width and names;

- ~~E.D.~~ All lot lines and an identification system for lots and blocks;
- ~~F.E.~~ Building lines and easements for any right Right-of-way and easements provided for public use, services or utilities, or excess storm water passageways with names and figures showing their dimensions;
- ~~G.F.~~ All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a hundredths of a foot;
- ~~H.G.~~ Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners;
- ~~I.H.~~ All survey monuments and bench marks together with their descriptions;
- ~~J.I.~~ Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument or two previously established lot corners both labeled with description of each corner; points of compass; graphic scale of map; and name and address of owner or owners or the subdivider, or in the case of corporate ownership, the name and address of the registered agent of said corporation shall also appear on the plat;
- ~~J.~~ North arrow, scale and date;
- K. Certification by a Professional Land Surveyor under the laws of the state, to the effect that the plan represents a survey made by him or her and that all necessary survey monuments are correctly shown thereon;
- L. Private restrictions and trusteeships and their periods of existence, if any. Should such restrictions and trusteeships be of such length as to make lettering of same on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat Low water entry elevation for lots abutting an excess storm water passageway;
- M. Certification by an authorized representative of the public service or utility companies concerned that easements shown on the plat are satisfactory for their requirements.

16.20.020 Plan and zoning commission approval standards.

The plan and zoning commission shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter and conformance with the approved preliminary plat. The plan and zoning commission may approve a final plat that is not strictly in conformance with the preliminary plat if modifications are deemed minor and final plat is deemed to be in general conformance with the approved preliminary plat. The plan and zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council within forty-five days after the submission of a complete application, unless an extension is agreed to by the applicant.

16.20.040 16.20.030 Material to be filed prior to city council considerations.

The following material shall be filed with the department of community development at least six working days prior to the regular meeting of the community development committee of the city council at which they are to be considered Zoning Administrator, as defined in Title 17 of the Davenport City Code, in such quantity and submittal deadlines as required by the instructions:

- A. ~~Three copies of certified Certified plans showing the improvements that have been constructed within the subdivision, or bond, or assessment waiver assuring construction of these improvements as required by Chapter 16.28;~~
- B. ~~A petition, signed by the property owner, requesting the city council to approve the plat;~~
- C. ~~A letter of certification by the surveyor that all monuments required by Section 16.28.030(d) are in place;~~
- D. ~~State approved plans and profiles of all sanitary sewers and appurtenances;~~
- E. ~~Letter from the developer's engineer stating the quantities of excavation, pavement, sidewalks, sewers, and other necessary improvements, if a surety bond is to be filed;~~
- F. ~~A hold harmless agreement protecting the city from any damages, claims, or suits resulting from the construction and development by the owner and/or subdivider. Said agreement shall be approved as to format by the city attorney's office, and recorded with the plat;~~
- G. ~~A cash fee with the city (reforestation fee) in an amount as specified in the city of Davenport Arboriculture Specifications and Standards of Practice for every fifty feet of lineal lot frontage on public streets within the area included within the submitted final plat with the exception of frontage on cul-de-sac turnarounds. Such funds shall be used by the forestry division of the department of leisure facilities and services of the city of Davenport for the purpose of planting street trees along both sides of all streets within the subdivision and on the side of the streets, which abut the subdivision with the exception of the right of way on cul-de-sac turnarounds;~~
- H. ~~Mayor's and clerk's certificate;~~
- I. ~~The following signed certificates shall be furnished:~~
 - 1. ~~One surveyor's certificate, signed and sealed~~
 - 2. ~~Owner's certificate~~
 - 3. ~~Certificate from county treasurer~~
 - 4. ~~Certificate from attorney~~

- A. Surveyor certificate;
- B. Dedication of owner;
- C. Certification of consent of mortgage holder, if applicable;
- D. Attorney's certificate;
- E. Acceptance by the city;
- F. Auditor approval of subdivision name;
- G. Treasurer's certificate;
- H. A hold-harmless agreement protecting the city from any damages, claims, or suits resulting from the construction and development by the owner and/or subdivider. Said agreement shall be approved as to format by the city attorney's office, and recorded with the plat;
- I. An assessment waiver to be approved by the council prior to the acceptance of the final plat which shall provide that the city may without notice construct and install the improvements and assess the total cost thereof against the subdivided property in accordance with city and state requirements regarding special assessments, and that the subdividers, for themselves, their heirs, their grantees, their assigns, and all subsequent owners of any part of the subdivided area waive all formalities, rights of protest, and

rights of appeal to the construction and installation of the improvements by the city and to the assessment of the total cost thereof against the subdivided area even though the cost may exceed the amount that can legally be assessed against the subdivided area by the city. The assessment waiver shall further provide that the subdivider and the persons who own the property benefited by the improvements at the time construction and installation of the improvements is initiated by the city shall be jointly and severally liable for any difference between the cost of the improvements and the amount which can be legally assessed by the city against the subdivided area.

16.20.040 City Council approval standards

The city council shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter. The city council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. This 60-day time shall not apply if the applicant fails to provide the material enumerated in Section 16.20.030 of the Davenport Municipal Code.

16.20.050 Submission of data to city engineer.

At least one week prior to the submission of the final plat the subdivider shall submit to the city engineer for his written approval a plat showing all proposed final contours with intervals of two feet or less with arrows indicating direction of flow of surface drainage along with storm water calculations for the drainage area, as well as profiles of all streets and sewers within the entire area to be approved on the final plat. The proposed location of all water mains and hydrants shall also be shown. All vertical benchmarks shall be identified.

Upon the initiation of site development including grading all perimeter erosion control measures shall be in place when required.

The city engineer, or designee, may request data to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.20.060 — Final approval.

After approval of the final plat of the subdivision by the city plan and zoning commission, the recommendation of approval and the final plat shall be submitted to the city council by the chairman of the commission for final approval and for acceptance of the subdivision. (Ord. 92-529 § 1 (part)).

16.20.070 16.20.060 Compliance.

Before it is recorded in the office of the county recorder, the provisions of Chapter 409 354 of the Code of Iowa, 1990, and amendments thereto, shall be complied with.

Section 18. Sections 16.24.080 of the Davenport Municipal Code entitled “Lots” and Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” is hereby amended as follows:

16.24.080 Lots.

- A. All side lines of lots shall be at right angles to straight street lines, or radial to curved street lines, unless a variation to this rule will give a better street and lot plan.
- B. All lots platted in a subdivision shall have frontage on a platted street or officially approved private street unless the lot arrangement has been approved by the city council upon recommendation by the city plan and zoning commission.
- C. The minimum dimensions for lots ~~platted after the adoption of the ordinance codified in this title shall be fifty feet in width and one hundred feet in depth, except as otherwise allowed in the zoning ordinance of the city of Davenport, but in no case shall a lot that is to be used for residential purposes contain no less area than what is required by the lot area regulation of the~~ zoning district in which the property is located.
- D. Corner lots shall have extra width sufficient to permit required building setback lines on both front and side streets.
- E. Should a subdivision be on or overlap the city limits, it shall be platted so the city limit boundary shall be along a street centerline or shall be a lot line. In no case shall a lot be platted so as to be bisected by the city limit boundary line.

~~16.24.090 Building lines~~ Reserved.

~~Building lines shall be shown on all lots. Whenever the depth of such building lines are greater than those required by the zoning ordinance, provision shall be made by deed restrictions requiring all enclosed parts of buildings to be set back to such building lines.~~

Section 19. Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” is hereby amended as follows:

Chapter 16.26 ~~Conservation subdivision option~~ Reserved.

~~16.26.010 Conservation subdivision option.~~

~~The conservation subdivision option is intended to be used in conjunction with the conservation subdivision—planned unit development (PUD) ordinance. The option is intended to allow more creativity and imagination to be used in the subdivision design process as well as to protect important open space resources in perpetuity. In the conservation subdivision and conservation subdivision—planned unit development minimum lot sizes and all yard setbacks may be waived. Minimum lots need only comply with the district's underlying zoning plus any density bonus established in Section 17.33.060.~~

~~A conservation subdivision is to be processed in the same manner as other plats with the same required submissions with the exception that the conceptual land use plan may take the place of a preliminary plat and its approval shall constitute preliminary plat approval.~~

~~16.26.020 Improvements.~~

~~The city of Davenport may at its sole discretion waive, or modify, requirements in the city of Davenport's construction and engineering specifications for street width, curb and gutters, sidewalks, etc. with the approval of any final plat for a conservation subdivision. Alternately, the city may choose to create alternate standards for street width, curbs and gutters, sidewalks, etc. that would apply to conservation subdivisions, conservation subdivision—planned unit developments, and traditional neighborhood development districts.~~

~~16.26.030 Open Space Requirements.~~

~~Required open space shall be included in the final subdivision plat of adjacent property. All open space areas must be platted as separate open space lots or outlots.~~

~~Improvements to open spaces shall be constructed by the subdivider as part of the subdivision.~~

Section 20. Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” is hereby amended as follows:

Chapter 16.28 Subdivision Improvements

16.28.010 Required.

~~Before the~~ The final plat of any subdivided area shall be approved and recorded, prior to the subdivider ~~shall make and install~~ making and/or installing any of the improvements described in this chapter.

~~16.28.020~~ Instruments may be filed in lieu of final completion — Exceptions.

In lieu of final completion of the improvements before the final plat is approved by the council, the subdivider may file one or more of the following instruments with the city engineer:

- A. — A surety bond with the city or the county, depending upon the location of the subdivision, which will insure to the city or county that the required improvements will be completed by the subdivider within two years after council approval of the final plat.
- B. — A cash deposit with the city or county depending upon the location of the subdivision, in an amount determined by the engineering department sufficient to complete the required improvements.
- C. — An assessment waiver to be approved by the council prior to the acceptance of the final plat which shall provide that the city may without notice construct and install the improvements and assess the total cost thereof against the subdivided property in accordance with city and state requirements regarding special assessments, and that the subdividers, for themselves, their heirs, their grantees, their assigns, and all subsequent owners of any part of the subdivided area waive all formalities, rights of protest, and rights of appeal to the construction and installation of the improvements by the city and to the assessment of the total cost thereof against the subdivided area even though the cost may exceed the amount that can legally be assessed against the subdivided area by the city. The assessment waiver shall further provide that the subdivider and the persons who own the property benefited by the improvements at the time construction and installation of the improvements is initiated by the city shall be jointly and severally liable for any difference between the cost of the improvements and the amount which can be legally assessed by the city against the subdivided area.
- D. — The filing of an assessment waiver for a particular improvement in lieu of final completion of the improvement shall not be permitted if:
 - 1. — The abutting property which would be assessed for the cost of the improvement pursuant to the city's regular assessment procedure is not included within the platted area; or
 - 2. — The past performance of the subdivider in installing subdivision improvements within or without the city indicates, or other circumstances exist, which indicate that the improvement may not be installed within two years of council approval of the final plat.

~~16.28.030~~ 16.28.020 Minimum Subdivision improvements required.

The minimum improvements installed in any subdivision ~~before the plat can be finally approved~~ shall be in accordance with the provisions set forth in sections ~~16.28.040~~ 16.28.030 through ~~16.28.070~~ 16.28.060.

The city engineer, or designee, shall approve plans for subdivision improvements prior to any construction related to subdivision improvements or buildings and/or site improvements on lots connecting to said subdivision improvements. Subdivision improvement plan approval expires if construction has not begun within one year after the date of the approval. An extension of this one year validity period may be granted by the city engineer, or designee, prior to the expiration date of the approval, if the applicant requests an extension in writing prior to the expiration date of the approval.

No certificate of occupancy (temporary) or permanent) shall be issued until all subdivision improvements are constructed and/or installed and accepted by the city.

16.28.040 16.28.030 Streets.

Prior to the issuance of the first occupancy permit, street name signs are to be installed at the intersections of city streets as per specifications determined by the city traffic engineer.

The city, at its sole discretion, may waive various street requirements in a conservation subdivision-planned unit development or in a traditional neighborhood development district.

All streets shall be constructed in accordance with Title 12 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

16.28.045 Street signs.

Prior to the issuance of the first occupancy, permit street name signs are to be installed at the intersections of city streets as per specifications determined by the City Traffic Engineer.

16.28.050 16.28.040 Sidewalks.

Sidewalks shall be constructed along the right-of-way of each street pursuant to in accordance with Title 12 Chapter 12.12 of the 1990 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

A. All sidewalks shall be a minimum of four feet in width. The city reserves the right to require additional width depending on the character of the development. The extra width is to be provided at the developer's expense.

B. Materials and construction methods shall be in accordance with the minimum standards set forth by the engineering department.

C. The city, at its sole discretion, may waive the requirements for sidewalks in conservation subdivision-planned unit developments, particularly in areas with no housing.

16.28.060 16.28.050 Sewers.

A. Where a public sanitary sewer is reasonably accessible, the subdivider shall connect or provide for the connection with such sanitary sewer and shall provide within the subdivision the sanitary sewer system required to make the sewer accessible to each lot in his subdivision. Sewers on public property or easements shall have the approval of the Iowa State Board of Health. Adequate provision shall be made for the disposal of stormwater, subject to the approval of the city engineer and the city council. Prior to acceptance of sanitary sewer installed by private contractor, the City of Davenport Sewer Division must televise the lines to ensure that they meet acceptable city standards. Fees for this service shall be set from time to time by city council resolution and will be billed to the developer or property owner and must be paid before the system will be accepted and released for further development.

~~B. In areas within the city where a public sewer is not available, the subdivider shall provide a private sewer accessible to each lot in his subdivision and connected to a private treatment facility other than a septic tank, approved by the city engineer and the Iowa State Board of Health. All sewers shall be constructed to standard city specifications and shall have prior approval of the city engineer that said private sewer system will be compatible for connection to public sanitary sewer facilities when available. Maintenance of private sanitary sewers and treatment facilities shall be the responsibility of the subdivider or a duly constituted homeowners association, until such time as it is connected to public sewers. The sewers shall then be dedicated to the city and thereafter be maintained as part of the public sanitary sewer system. A duly constituted homeowners association shall be one whose articles of incorporation have been approved by the city attorney's office.~~

Sewers shall be constructed in accordance with Title 13 of the Davenport Municipal Code, entitled public systems, and the most recent city standards and specifications.

~~16.28.070~~ 16.28.060 Monuments.

Steel rods, a minimum of one-half inch in diameter and twenty-four inches long shall be in place on the site of the proposed subdivision marking all block and lot corners, all points of curvature, all points of tangency, and all boundary corners before the final plat shall be approved by the city council.

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:

Frank Klipsch, Mayor

Attest: _____
Brian Krup, Deputy City Clerk

Published in the *Quad City Times* on _____

Customer Ad Proof

60094675 City of Davenport CPED

Order Nbr 55397

Publication	Quad-City Times		
Contact	City of Davenport CPED	PO Number	2004428
Address 1	226 W 4TH ST	Rate	Legal
Address 2		Order Price	126.88
City St Zip	DAVENPORT IA 52801	Amount Paid	0.00
Phone	5633267810	Amount Due	126.88
Fax			
Section	Notices & Legals	Start/End Dates	10/31/2019 - 10/31/2019
SubSection		Insertions	1
Category	2627 Miscellaneous Notices	Size	244
Ad Key	55397-1	Salesperson(s)	Obits Legals O10
Keywords	NOTICE PUBLIC HEARING WEDNESDA	Taken By	Molly Cox
Notes			

Ad Proof

**NOTICE
PUBLIC HEARING
WEDNESDAY, NOVEMBER 6, 2019 -
5:30 P.M.
CITY OF DAVENPORT COMMITTEE OF
THE WHOLE COUNCIL CHAMBERS -
DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT,
IOWA**

There is on file in the Community Planning and Economic Development Department (CPED) the following proposed ordinance:

An Ordinance amending various titles, chapters and sections of the Davenport Municipal Code, specifically by amending Section 5.09.030 of the Davenport Municipal Code, entitled "Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)" by amending outdated references to chapters in Title 17 of the Davenport Municipal Code, by amending Section 5.10.105 of the Davenport Municipal Code, entitled "Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)" by deleting outdated reference to a section and chapter in Title 17 of the Davenport Municipal Code, by amending Section 5.10.210 of the Davenport Municipal Code, entitled "Prohibited sales and acts" by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M, by amending Section 5.17.030 of the Davenport Municipal Code, entitled "Sales regulations (Section 5.17.030.H only)" by deleting language regarding measurement to a curbline and amending outdated reference to a section in Title 17 of the Davenport Municipal Code, by amending Section 6.06.040 of the Davenport Municipal Code, entitled "Zoning districts allowed" by amending outdated reference to zoning classifications in Title 17 of the Davenport Municipal Code, by amending Section 8.15.120 of the Davenport Municipal Code, entitled "Existing installations" by defining "substantial renovation" and by adding language that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer, by amending Section 8.17.080 of the Davenport Municipal Code, entitled "Abatement of dangerous buildings" by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 12.36.090 of the Davenport Municipal Code, entitled "Obstructions – permit required" by deleting outdated reference to sections in Title 17 of the Davenport Municipal Code, by deleting redundant language by amending language such

that the duration of all permits shall be 30 days and by reordering said section, by amending Section 13.16.033 of the Davenport Municipal Code, entitled "Discharge of surface waters" by amending language such that surface water, groundwater, storm water, roof runoff, or subsurface drainage may not be connected directly or indirectly to a public sanitary sewer, by amending Section 13.33.030 of the Davenport Municipal Code entitled "Definitions" by deleting the definitions "Apartment/condominium", "Developed agricultural property" and "Duplex", by deleting the list of nonresidential properties in the definition of "Nonresidential properties", and by reordering said section, by amending Section 15.12.040 of the Davenport Municipal Code entitled "Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)" by amending an outdated code reference and by amending "flood plain district" to "flood plain hazard area", by amending Section 15.12.052 of the Davenport Municipal Code entitled "Chapter 3 International Residential code modified (Section 15.12.052.F only)" by amending an outdated code reference and by amending "flood plain district" to "flood plain hazard area", by amending Section 15.30.010 of the Davenport Municipal Code entitled "Licensing generally (Section 15.30.010.B only)" by amending an outdated code reference, by amending Section 15.44.070 of the Davenport Municipal Code entitled "Definitions (definition of Manufactured Home Park or Subdivision only)" by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 16.04.040 of the Davenport Municipal Code, entitled "Building Line" by deleting the definition and renaming said section to "Reserved", by amending Chapter 16.16 of the Davenport Municipal Code entitled "Preliminary Plats" by amending Section 16.16.010 of the Davenport Municipal Code, entitled "Preliminary plats" by amending language such that the exception for requiring a preliminary plat is expanded, by amending Section 16.16.020 entitled "Submission of preliminary plat – contents" by renaming said section to "Application" and by deleting and amending language in said section regarding the submittal process and the required information to be submitted, by amending Section 16.16.030 entitled "Conformance with minimum standards" by renaming said section to "Approval standards" and amending language in said section regarding the Plan and Zoning Commission and City Council approval process and by amending Section 16.16.050, entitled "Voidable when" by amending language such that the Zoning Administrator may grant a twelve month extension, by deleting Section 16.20.010, entitled "Conditions for approval", by deleting Section 16.20.020, entitled "Scale", by amending Section 16.20.030, entitled "Copies to be submitted – supplemental information" by renumbering Section 16.20.030 to Section 16.20.010, by renaming said section to "Application" and by amending language in said section regarding the submittal process and the required information to be submitted and articulating that the Zoning Administrator may allow for the Preliminary Plats and Final Plats to be submitted concurrently, by creating Section 16.20.020, entitled "Plan and zoning commission approval standards" by adding language regarding the Plan and Zoning Commission approval standards, by amending Section 16.20.040, entitled "Material to be filed prior to consideration" by renumbering Section 16.20.040 to Section 16.20.030, by renaming said section to "Information to be submitted prior to city council consideration", by amending language in said section regarding the information to be submitted, by creating section 16.20.040, entitled "City Council approval standards" and adding language regarding approval standards, by amending Section 16.20.050, entitled "Submission of data to city engineer" by deleting and adding language regarding the data to be submitted to the city engineer, by deleting Section 16.20.060, entitled "Final approval", by amending Section 16.20.070, entitled "Compliance" by renumbering Section 16.20.070 to Section 16.20.060

and amending outdated Iowa Code reference, by amending Section 16.24.080 of the Davenport Municipal Code entitled "Lots" by deleting minimum lot width and depth language, by amending Section 16.24.090 of the Davenport Municipal Code entitled "Building Lines" by deleting the language in the section and renaming said section to "Reserved", by amending Chapter 16.26 of the Davenport Municipal Code entitled "Conservation Subdivision Option" by deleting the language in the chapter and renaming said chapter to "Reserved", by amending Chapter 16.28 of the Davenport Municipal Code entitled "Improvements" by renaming the chapter to "Subdivision Improvements", by amending Section 16.28.010 of the Davenport Municipal Code, entitled "Required" by amending language such that subdivision improvements shall be installed prior to a final plat being approved and recorded, by deleting Section 16.28.020 entitled "Instruments", by amending Section 16.28.030 entitled "Streets" by renumbering Section 16.28.030 to Section 16.28.020, by deleting language regarding improvements to be installed prior to the plat being approved, by amending Section 16.28.045 entitled "Street signs" by renumbering Section 16.28.045 to Section 16.28.040, by amending Section 16.28.050 entitled "Sidewalks" by deleting outdated code language and clarifying that sidewalks shall be in accordance with Chapter 12.12 of the Davenport Municipal Code, and by amending Section 16.28.060 entitled "Sewers", by removing outdated code language and articulating that sewers shall be in accordance with Title 13 of the Davenport Municipal Code. The public hearing on the above matters are scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, November 6, 2019 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145 Any written comments 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). PO No. 2004428
Department of Community Planning & Economic Development
E-MAIL: planning@ci.davenport.ia.us
PHONE: 563-326-7765

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Brad Guy 563-327-5105
Wards:

Action / Date
11/6/2019

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the JM Morris Blvd Pump Station PS202 Improvement Project, CIP #30051. [Ward 1]

Recommendation:
Hold the Hearing.

Background:
This project will install a backup power source to the JM Morris Blvd sanitary sewer lift station (PS202) to prevent station failure in the event of power loss at the site. The existing control system and panel will also be replaced to bring the lift station up to current codes and standards.

Project management will be conducted by Engineering Division Staff.

Construction costs for the Pump Station PS202 Improvement project are estimated to be \$235,000 and are budgeted in CIP #30051.

ATTACHMENTS:

Type	Description
Backup Material	PH Publication

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 1:54 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:54 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 5:19 PM

Customer Ad Proof

60094855 City of Davenport – Public Works

Order Nbr 53967

Publication

Quad-City Times

Contact City of Davenport – Public Works

Address 1 1200 E. 46TH STREET

Address 2

City St Zip DAVENPORT IA 52807

Phone 5633275105

Fax

Section Notices & Legals

SubSection

Category 2627 Miscellaneous Notices

Ad Key 53967-1

Keywords Notice of Hearing On the Propo

Notes

PO Number 2003513

Rate Legal

Order Price 13.52

Amount Paid 0.00

Amount Due 13.52

Start/End Dates 10/24/2019 - 10/24/2019

Insertions 1

Size 26

Salesperson(s) Obits Legals O10

Taken By Molly Cox

Ad Proof

Notice of Hearing

On the Proposed Plans, Specifications
and Proposed Contract for the
Pump Station PS202 Generator &
Controls Improvements

For the City of Davenport, Iowa
Notice is hereby given that at 5:30 P.M.,
on Wednesday, November 6th, 2019, at
the Council Chambers, City Hall, in the
City of Davenport, Iowa, there will be
conducted a hearing on the Proposed
Plans, Specifications and Proposed Con-
tract for the Pump Station 202 Improve-
ment Project which the City Council has
caused to be filed with the City Clerk of
the City of Davenport, Iowa, and on the
cost and necessity of the above project in
the City of Davenport, Iowa.

At said hearing any interested person
may file written objection or comments
with respect to the proposed plans,
specifications, form of contract or cost of
and necessity for such improvements and
may be heard orally with respect thereto.

Brian Krup,
Deputy City Clerk

City of Davenport

Agenda Group:

Department: Public Works - Engineering

Contact Info: Nick Schmuecker 563-327-5162

Wards:

Action / Date

11/6/2019

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for deck replacement on the N Division St Bridge over Duck Creek, CIP #21004. [Wards 2 & 7]

Recommendation:

Hold the Hearing.

Background:

Based on bridge inspections completed biennially, a deck replacement or major rehabilitation was recommended. A design contract has been awarded to Shive-Hattery of Moline, IL. The project is funded through the Federal-Aid Swap City Highway Bridge Program. Federal aid will reimburse the City for up to 80% of the eligible costs. The estimated cost of the project is \$800,000 and the City cost share is contained within CIP #21004.

Construction will begin as weather permits in the spring of 2020 and completed by the end of the 2020 construction season.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 1:41 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:42 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:45 PM

City of Davenport

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

Action / Date
11/6/2019

Subject:
Public Hearing related to a lease agreement with Davenport Industrial Railroad LLC for the lease of the City's main track and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal. [Ward 8]

Recommendation:
Hold the Public Hearing.

Background:
An agreement has been prepared for the lease of the City of Davenport's main track and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal with Davenport Industrial Railroad LLC. Davenport Industrial Railroad LLC is company set up by Northern Illinois & Wisconsin Railway Corporation based out of Edinboro, PA. The track commences 75 feet from the Canadian Pacific mainline switch located at milepost 191.2 of the Davenport Shortline and continues to the Transload Facility which includes a southern spur line that has a connection to Sterilite Corporation.

The lease agreement for the track is also on this agenda for Council consideration. Under Iowa law, any lease of municipal property exceeding three years requires a Public Hearing.

The City of Davenport's Transload Terminal project consists of two elements: the transload facility itself and the shortline rail system that connects the Transload Facility to the Canadian Pacific mainline. The Transload Facility requires approval of a service agreement also on this agenda for Council consideration.

All rail operations including track and crossing maintenance and purchase and operation of the any and all necessary equipment including a locomotive are the responsibility of Davenport Industrial Railroad, LLC under the lease. Davenport Industrial Railroad, LLC agrees to pay the City of Davenport the amount of one dollar (\$1.00) per year for an initial term of five (5) years with an automatic extension of five (5) additional years unless either party chooses to terminate.

There is a subsidy built into the lease if Davenport Industrial Railroad, LLC receives less than \$395 per railcar in revenue division from Canadian Pacific with a maximum annual subsidy of \$60,000. As volume increases on Davenport's short line, the annual subsidy is scheduled to decrease, with a \$50 reduction in the subsidy amount for railcar volumes over 480 cars. If the revenue division with Canadian Pacific remains below \$395, the subsidy would be eliminated when 1,680 railcars are serviced annually.

The City's subsidy will be provided through TIF revenues generated from the Eastern Iowa Industrial Center, specifically the North Davenport Urban Renewal Area.

ATTACHMENTS:

Type

Description

- ▣ Exhibit
- ▣ Backup Material

Public Notice

Davenport Industrial Railroad Lease

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:59 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:59 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:02 AM

NOTICE OF PUBLIC HEARING ON LEASE OF CITY OF DAVENPORT RAILROAD

Notice Is Hereby Given: That at 5:30 o'clock p.m., at City Council Chambers on the first floor of City Hall, 226 W. 4th Street, Davenport, Iowa, on the 6th day of November, 2019, there will be conducted a public hearing on the lease with Northern Illinois & Wisconsin Railway Corporation. The lease includes the City of Davenport's main track and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal.

A copy of the proposed amendment is on file for public inspection in the office of the Finance Department. At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Department of Finance finance.info@ci.davenport.ia.us 563-326-7789

DRAFT

LEASE AGREEMENT

Between

CITY OF DAVENPORT, IOWA

and

DAVENPORT INDUSTRIAL RAILROAD, LLC

Covering Certain Land and Track:

All of the City of Davenport's main track and the real property 25 feet on each side thereof. Such track commences 75 feet from Canadian Pacific' mainline switch located at MP 191.2 of the Davenport Sub and ends at the Davenport Transload Terminal

In Davenport, Iowa

Effective as of January 1, 2020

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EXHIBITS

Exhibit A

Depiction of Leased Premises

Exhibit 1.2

**List of Leases and Licenses on Leased
Premises**

Exhibit 5.1.4

**List of contracts, deeds, agreements relating to
Leased Premises, but not contained in
Exhibit 1.2**

Exhibit 13.2

Memorandum of Lease

DRAFT

LEASE AGREEMENT
DAVENPORT, IOWA

THIS LEASE AGREEMENT, dated as of this ____ day of_____, 2019, by and between the City of Davenport, a political subdivision of the State of Iowa, ("LESSOR") and Davenport Industrial Railroad, LLC, a Pennsylvania limited liability company ("LESSEE").

RECITALS

A. LESSEE intends to lease from LESSOR, all of LESSOR'S main track and the real property 25 feet on each side thereof. As depicted on the attached Exhibit A, such track commences 75 feet from Canadian Pacific' mainline switch located at MP 191.2 of the Davenport Sub and ends at the Davenport Transload Terminal (the "Leased Premises").

B. The parties desire to enter into this Lease setting forth terms and conditions for the use, management and operation of the Leased Premises described above.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, intending to be legally bound, the parties do hereby agree as follows:

SECTION I. LEASED PREMISES

SECTION 1.1 LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the Leased Premises described in the Recitals above and the property described in Section 1.2.

SECTION 1.2 The Leased Premises shall include, without limitation, the right to use the right of way for railroad operations, tracks, rails, ties, ballast, other track materials, switches, crossings, bridges, culverts, buildings, crossing, warning devices and any and all improvements or fixtures affixed to the right-of-way, but specifically exclude any and all items of personal property not owned by LESSOR or not affixed to the land, including, without limitation, railroad rolling stock, locomotives, equipment, machinery, tools, inventories, materials and supplies.

LESSEE may, at its expense obtain and locate on the Leased Premises, AEI readers at other locations of its choice on the Leased Premise. Any AEI readers obtained and placed at the expense of LESSEE shall remain the property of LESSEE and LESSEE shall have the right to remove such readers from the Leased Premises upon expiration or termination of this Agreement.

SECTION 1.3 Except as otherwise expressly set forth in this Lease, LESSEE shall take the Leased Premises in an "AS IS, WHERE IS" CONDITION AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT

LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE and subject to: (a) reservations or exceptions of record of minerals or mineral rights; (b) all easements, public utility easements and rights-of-way, howsoever created, for crossings, pipelines, wire lines, fiber optic facilities, roads, streets, highways and other legal purposes; (c) all existing ways, alleys, privileges, rights, appurtenances and servitudes, howsoever created; and (d) the LESSOR's exclusive right to grant any and all easements, leases, licenses or rights of occupancy in, on, under, through, above, across or along the Leased Premises, or any portion thereof, for the purpose of construction. PROVIDED, HOWEVER, that none of the foregoing shall materially interfere with LESSEE's railroad operations. Notwithstanding the foregoing, if LESSEE is unable because of snow to properly inspect the Leased Premises pursuant to Section 6.1 below, then LESSEE reserves the right to re-inspect the Leased Premises promptly after the snow has melted. If such inspection reveals any material defect in the Leased Premises exceeding \$5,000.00, then LESSOR (at LESSOR'S cost) shall promptly correct the defect.

SECTION II. **LEASE TERM**

SECTION 2.1 Unless this Agreement is terminated earlier in accordance with Section XIV, LESSEE shall have and hold the Leased Premises unto itself, its successors and assigns, for an Initial Term of five (5) years, beginning no later than January 1, 2020, or at such other date as is mutually agreed to by both parties in writing, and continuing in effect until December 31, 2024. The "Effective Date" shall be the date one (1) day after LESSOR has notified LESSEE in writing that LESSOR has satisfactory evidence of compliance with the conditions precedent provided in Section VI unless such notice period is waived by mutual agreement. Unless either party provides notice to the other party no less than six (6) months prior to the end of the Initial Term of its intent to terminate this Agreement, this Agreement shall be automatically extended for an additional term of five (5) years ("Extension Term").

Promptly following execution of this Agreement, LESSEE, at its sole expense, shall prepare and file such documents as may be required (if any) to secure approval, or exemption from approval of this transaction by the Surface Transportation Board of the United States Department of Transportation ("STB"), if such approval or exemption from approval is necessary or appropriate. LESSEE shall permit LESSOR to review prior to filing all documents proposed by LESSEE to be filed with the STB, or any court, to secure legal approval or exemption of this transaction.

SECTION 2.2 If, subject to the right of LESSOR to evict or remove LESSEE from the Leased Premises by all available legal means, LESSEE holds over and remains in possession of the Leased Premises following expiration of the then current term, original or extended, or following an early termination of this Lease pursuant to Section XIV, such holding over will create a month-to-month tenancy only. During any such hold over period, LESSEE agrees to pay to LESSOR as annual rent, a sum of \$1.00 per year. Such annual payments shall be due each year on the Anniversary Date of this Lease. Any profits or losses from LESSEE's operations during any holdover period shall inure and accrue to the LESSEE.

SECTION III. **RAIL SERVICE**

SECTION 3.1 Beginning on the Effective Date and throughout the term of this Lease, LESSEE shall be entitled to use of the Leased Premises for the operation of common carrier rail service to shippers approved in advance by the LESSEE, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR warrant that: (i) as of the date of this Lease, there is no other rail carrier or other person to which LESSOR has granted rights to use the Leased Premises for rail service; and (ii) during the term of this Lease, LESSOR shall not grant rights to any other rail carrier to use the Leased Premises or to any other person to use the Leased Premises for rail service. During the term of this Lease, LESSEE shall not grant to any third party the right to operate over the Leased Premises, nor shall it enter into any commercial or other agreement to move the traffic of any third party, other than to perform its common carrier obligations under the Interstate Commerce Commission Termination Act. The foregoing sentence shall not be construed to limit LESSEE's right to subcontract the performance of its rights and obligations under the terms of this Agreement to a third party consistent with this Lease, provided LESSEE remains liable to LESSOR under the terms of this Lease.

SECTION 3.2 During the term of this Lease, LESSEE will not suspend or discontinue its operation as a common carrier by rail over all or any part of the Leased Premises without first applying for and obtaining from the Surface Transportation Board ("STB"), and any other regulatory agency with jurisdiction, any necessary certificate of public convenience and necessity or other approvals or exemptions from regulation for such discontinuance of operations over the Leased Premises; provided, however, that LESSEE will not seek such regulatory authority, or if no regulatory authority is needed, take any action to suspend or discontinue its operations on the Leased Premises, without first giving LESSOR six (6) months advance written notice of LESSEE's intent to do so.

SECTION 3.3 Upon suspension or discontinuance of LESSEE's operations as a rail carrier of freight over all or any part of the Leased Premises during the term of this Lease or any extended term hereof, for reasons other than events of force majeure, or a lawful embargo, whether or not pursuant to necessary and proper regulatory authority as required by Section 3.2 of this Section III, LESSEE will promptly relinquish to LESSOR possession of the Leased Premises and this Lease Agreement will terminate as provided by Section XIV of this Lease; PROVIDED, HOWEVER, any discontinuance of service or abandonment of any portion(s) of the Leased Premises which are inconsequential to rail freight service over the Leased Premises will be permitted and will not result in a termination of this Lease or require relinquishment of possession of the Leased Premises by LESSEE.

SECTION IV. **RENT**

SECTION 4.1 LESSEE agrees to pay LESSOR rent for the Leased Premises in the amount of one dollar (\$1.00) per year during the Initial Term and any Extension Term. Such rent shall be paid in a lump sum at the beginning of the Initial Term and the Extension Term.

SECTION 4.2 LESSEE shall pay all due rent payments, and all other

payments required by this Lease, to LESSOR at the City of Davenport, or at such other location or individual as may be designated by LESSOR in writing from time to time.

SECTION 4.3 Acceptance by LESSOR or LESSEE, their successors, assigns or designees of rent, or other payments shall not be deemed to constitute a waiver of any other provision of this Lease.

SECTION 4.4 All undisputed payments due under this Section 4 shall be made within thirty (30) days after receipt of invoices therefor. In the event any amount is disputed, payment for the undisputed portion shall be made within the time limits herein and the parties will confer in good faith to resolve issues relating to disputed charges. In the event of payment after thirty (30) days, the amount owed will be subject to a late payment charge equivalent to 1/12th of the prime lending rate published in The Wall Street Journal on the due date of such payment plus two percent (2%).

SECTION V. SUBSIDY

SECTION 5.1 LESSOR agrees to pay LESSEE a subsidy for LESSEE'S obligations under this Lease as further described in Section 5.2.

SECTION 5.2 LESSEE shall receive no subsidy from LESSOR if LESSEE receives at least \$395 per railcar in revenue division from Canadian Pacific ("CP") associated with the Interchange Agreement outlined in Section 6.1.3. Should the revenue division amount fall below \$395 per the Handling Carrier and Switching Agreement, LESSOR agrees to provide an annual subsidy to LESSEE of no more than \$60,000 ("Annual Subsidy"). The Annual Subsidy shall be decreased by \$50 per railcar for annual railcar volumes over 480 railcars. For example, if the Interchange Agreement revenue division amount is \$300 per railcar, and LESSEE transports 750 railcars in a calendar year, the Annual Subsidy amount would be decreased by \$13,500 (750 actual railcar volume – 480 railcar base = 270 railcars | 270 railcars X \$50 per railcar = \$13,500 decrease). The resulting subsidy amount would be \$32,100 (\$60,00 Annual Subsidy – \$13,500 decrease = \$46,500 subsidy amount due from LESSOR). Such subsidy amount shall be paid in a lump sum in February of each year following a completed calendar year. LESSEE shall invoice LESSOR for LESSOR's obligated annual subsidy amount in January following the completed calendar year, which invoice shall provide a copy of the current Interchange Agreement outlined in Section 6.1.3 and include actual railcar volumes for the 12-month completed calendar year.

SECTION VI. CONDITIONS-PRECEDENT

SECTION 6.1 Prior to the Effective Date and as conditions precedent to either party's obligations hereunder:

6.1.1 LESSEE shall have acquired, at LESSEE's cost, the right to conduct rail freight service over the Leased Premises from the Surface Transportation Board ("STB") through an application or exemption under 49 U.S.C. § 10901 and shall have obtained such judicial, administrative agency or other regulatory approvals, authorizations or exemptions as may be necessary to

enable it to undertake its obligations hereunder.

6.12 LESSOR and LESSEE shall not be prevented from fulfilling their respective obligations under this Lease as a result of legislative, judicial or administrative action.

6.13 LESSEE and CP shall execute an interchange agreement whereby CP and LESSEE will interchange traffic destined to or originating at industries located on or served from the Leased Premises (the "Interchange Agreement").

6.14 Before execution hereof, LESSOR shall make available for LESSEE's inspection and review all contracts, deeds, agreements and documents pertaining to or affecting the Leased Premises. A listing of those contracts, deeds, agreements and documents relating to the Leased Premises, but not listed in Exhibit 1.2 is attached as Exhibit 5.1.4. LESSEE shall also have the right to obtain its own environmental assessments, structural and engineering assessments and other studies of the Leased Premises, at its own expense. LESSEE and its agents shall have the right to enter upon the Lease Premise for such purpose. The environmental assessments obtained by LESSEE shall be indicative but not dispositive of the environmental conditions of the Leased Premises as of the Effective Date.

6.15 Before execution hereof, LESSOR shall deliver to LESSEE all environmental studies and assessments, geotechnical and other studies of the Leased Premises, or any portion thereof, which Seller has in its possession.

6.16 LESSOR hereby grants to LESSEE and its representatives a license to enter and inspect the Leased Premises at reasonable times and in a manner reasonably acceptable to LESSOR. Such inspection shall be conducted in a manner that does not damage the Leased Premises or any improvements or other property thereon. The Leased Premises shall be returned to its original condition upon completion of any investigations and LESSEE agrees to indemnify and hold LESSOR harmless from and against any and all claims, costs, damages, liabilities or losses arising directly as a result of LESSEE'S negligence or intentional misconduct during its inspection of the Leased Premises. A condition precedent to this Lease become effective is that LESSEE, at its sole and absolute discretion, is satisfied with its inspection of the Leased Premises.

6.17 A condition precedent to this Lease become effective is that LESSEE, at its sole and absolute discretion, is satisfied with the state of title to the Leased Premises.

SECTION 6.2 Each party to this Lease shall be responsible for all costs of protection of its respective employees arising out of STB approval or exemption of this transaction under 49 U.S.C. § 10901 and implementation of the transaction, the exercise or performance by LESSOR or LESSEE of any rights or obligations hereunder, the termination of this Lease, or LESSEE's abandonment or discontinuance of operations on the Lease Premises, whether such costs are attributable to protective conditions or benefits imposed by any judicial, regulatory or governmental body or are required to be paid pursuant to collective bargaining or other agreements.

SECTION VII. **MAINTENANCE, MODIFICATIONS AND IMPROVEMENTS**

SECTION 7.1 During the term of this Lease, LESSEE shall:

7.1.1. At LESSEE's cost, maintain the Leased Premises in compliance with all state and federal statutes, rules and regulations and except for track that is classified as excepted track pursuant to 49 C.F.R. § 213.4 ("Excepted Track") on the Effective Date, maintain the track on the Leased Premises to at least Class 1 standards, as defined in Federal Railroad Administration ("FRA") regulations (49 C.F.R. § 213.9(a)), and capable of operating speeds of at least 10 miles an hour.

7.1.2. Maintain Excepted Track on the Leased Premises in a condition that operations can be safely conducted over it.

7.1.3. Protect the Leased Premises against all unauthorized uses.

SECTION 7.2 LESSEE may relocate switches and industrial tracks from one location on the Leased Premises to another location on the Leased Premises upon receiving any necessary and proper regulatory authority and after ten (10) days' written notice to LESSOR.

SECTION 7.3 LESSEE may from time to time establish or relocate sidetracks or industrial spur tracks on the Leased Premises. That portion of any such spur track that is constructed upon the Leased Premises shall become part of the Leased Premises and, upon termination of this Lease, the property of LESSOR. Prior to execution of any industry track agreement by LESSEE, Lessee shall obtain LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. For any industry or customer track built on the Leased Premises after the effective date, LESSEE shall be entitled to any and all track rentals derived therefrom during the term of this Lease.

SECTION 7.4 LESSEE shall not allow any liens to be placed on the Leased Premises or encumbrances against the Leased Premises or any portion thereof arising from acts of LESSEE, and will pay, satisfy, and discharge all claims or liens for material and labor or either of them used, contracted for, or employed by LESSEE during the term of this Lease in any construction, repair, maintenance, or removal on the Leased Premises and any improvements located thereon, whether said improvements are the property of LESSOR or of LESSEE, within thirty (30) days of receiving notice of such lien, provided that LESSEE may contest in appropriate proceedings and withhold payment of such claims or liens so long as such proceedings have not become final. **LESSEE WILL INDEMNIFY AND SAVE HARMLESS LESSOR FROM ALL SUCH CLAIMS, LIENS, OR DEMANDS WHATSOEVER.** In the event the Lease is terminated or expires, LESSEE shall return the Leased Premises to LESSOR free and clear of any such liens claims and demands arising from actions of LESSEE and so long as LESSOR has not otherwise agreed to indemnify LESSEE for such claims or is otherwise responsible under this Lease for the underlying claim that serves as the basis

of such lien, claim or demand.

SECTION 7.5 During the term of this Agreement, LESSEE shall be entitled to take all lawful tax credits on the Leased Premises pursuant to 26 U.S.C. Section 45G et seq.

SECTION VIII. REPRESENTATIONS AND WARRANTIES

SECTION 8.1 LESSOR represents and warrants that:

8.1.1 It has full statutory power and authority to enter into this Lease and to carry out the obligations of LESSOR hereunder.

8.1.2 Its execution of and performance under this Lease do not violate any statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body.

8.1.3 Upon the commencement or expiration of the original or any extended term of this Lease or termination hereof by LESSOR pursuant to Section XIV, LESSOR will bear any and all costs of protection of its current or future employees arising from any labor protective conditions imposed by the STB, any other regulatory agency or statute as a result of LESSEE's Lease or operation of the Leased Premises and any related agreements or arrangements, or arising as a result of the termination of this Lease.

SECTION 8.2 LESSEE represents and warrants that:

8.2.1 It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania and by the Effective Date shall be qualified to do business in the State of Iowa.

8.2.3 It has full power and authority to enter into this Lease, and, subject to necessary judicial and regulatory authority, to carry out its obligations hereunder.

8.2.3 Upon expiration of the original or any extended term of this Lease or upon termination hereof by LESSOR pursuant to Section XIV, LESSEE will bear any and all costs of protection of its current or future employees, including former employees of LESSOR that may be employed by LESSEE, arising from any labor protective conditions imposed by the STB, any other regulatory agency or statute as a result of LESSEE's lease or operation of the Leased Premises and any related agreements or arrangements, or arising as a result of the termination of this Lease. Nothing contained herein is intended to be for the benefit of any such employee nor should any employee be considered a third party beneficiary hereunder. Nothing in this Lease shall be construed as an assumption by LESSEE of any obligations to LESSOR's current or former employees under collective bargaining or other agreements that may exist or have existed between LESSOR and its employees, or any of them.

SECTION IX. OBLIGATIONS OF THE PARTIES

SECTION 9.1 During the term of this Lease, LESSEE will comply with all applicable federal, state and municipal laws, ordinances, and regulations, and LESSEE will not knowingly do, or permit to be done, upon or about the Leased Premises, anything forbidden by law, ordinance or regulation. In the event new regulatory requirements are imposed that require capital investments in the Lease Premises, the cost of such investments shall be borne by LESSOR. LESSEE and LESSOR further agree to use their commercially reasonable efforts to secure all necessary governmental authority for them to commence operations under this Lease and discontinue operation on the Leased Premises at the expiration or termination of this Lease, as applicable.

SECTION 9.2 During the term of this Lease, LESSEE will comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, hazardous waste, solid waste, and other pollution or relating to the storage, transport, release, or disposal of hazardous materials, substances, waste, or other pollutants. LESSEE at LESSEE'S expense will make all modifications, repairs, or additions to the Leased Premises, install and bear the expense of any and all structures, devices, or equipment, and implement and bear the expense of any remedial action which may be required under any such laws, rules, regulations, ordinances, or judgments related to actions occurring during the term of this Lease. During the term of this Lease, LESSEE will not dispose of any wastes of any kind, whether hazardous or not, on the Leased Premises.

SECTION 9.3 EACH PARTY WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES ("RELATED PARTIES") FROM ANY DAMAGE TO PROPERTY, ANY INJURY TO PERSON (INCLUDING DEATH), AND ANY DIRECT DEMANDS, CLAIMS, EXPENSES, FINES AND LOSSES OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) TO THE EXTENT RESULTING FROM (A) THE INDEMNIFYING PARTY'S OR ITS RELATED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OR FAILING TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (B) THE INDEMNIFYING PARTY'S OR ITS RELATED PARTIES' BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT OR IN ANY OF ITS EXHIBITS, OR (C) THE INDEMNIFYING PARTY'S OR ITS RELATED PARTIES' FAILURE TO COMPLY WITH APPLICABLE LAW. TO THE EXTENT ANY CLAIMS, DAMAGES, ETC. ARE JOINTLY CAUSED BY THE ACTS OR OMISSIONS OF THE PARTIES, SUCH CLAIMS WILL BE APPORTIONED BETWEEN THE PARTIES ON A PURE COMPARATIVE NEGLIGENCE BASIS.

LESSOR REPRESENTS AND WARRANTS THAT TO LESSOR'S KNOWLEDGE THERE HAS BEEN NO RELEASE OF HAZARDOUS MATERIALS (DEFINED BELOW) ON, UNDER OR NEAR THE LEASED PREMISES. LESSOR SHALL INDEMNIFY AND HOLD LESSEE HARMLESS FROM ANY CLAIMS, LIABILITIES, COSTS OR EXPENSES INCURRED OR

SUFFERED BY LESSEE ARISING FROM LESSOR'S BRINGING, ALLOWING, USING, PERMITTING, GENERATING, CREATING, RELEASING OR DISPOSING OF HAZARDOUS MATERIALS ON THE LEASED PREMISES. LESSEE WILL NOT CAUSE OR PERMIT THE STORAGE, USE, GENERATION, OR DISPOSITION OF ANY HAZARDOUS MATERIALS IN, ON, OR ABOUT THE PREMISES OR THE PROJECT, BY LESSEE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN VIOLATION OF ANY HAZARDOUS MATERIALS LAWS (DEFINED BELOW). LESSEE WILL IMMEDIATELY ADVISE THE LESSOR IN WRITING OF (A) ANY AND ALL ENFORCEMENT, CLEANUP, REMEDIAL, REMOVAL, OR OTHER GOVERNMENTAL OR REGULATORY ACTIONS INSTITUTED, COMPLETED, OR THREATENED PURSUANT TO ANY HAZARDOUS MATERIALS LAWS RELATING TO ANY HAZARDOUS MATERIALS AFFECTING THE LEASED PREMISES; AND (B) ALL CLAIMS MADE OR THREATENED BY ANY THIRD PARTY AGAINST LESSEE, LESSOR, OR THE LEASED PREMISES RELATING TO DAMAGE, CONTRIBUTION, COST RECOVERY, COMPENSATION, LOSS, OR INJURY RESULTING FROM ANY HAZARDOUS MATERIALS ON OR ABOUT THE LEASED PREMISES. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT TAKE ANY REMEDIAL ACTION OR ENTER INTO ANY AGREEMENTS OR SETTLEMENTS IN RESPONSE TO THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON OR ABOUT THE LEASED PREMISES. LESSEE SHALL COMPLY, AT ITS SOLE COST, WITH ALL LAWS PERTAINING TO SUCH HAZARDOUS MATERIALS. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS MATERIALS" MEANS ANY EXPLOSIVES, RADIOACTIVE MATERIAL, HAZARDOUS WASTES, OR HAZARDOUS SUBSTANCES, INCLUDING WITHOUT LIMITATION SUBSTANCES DEFINED AS "HAZARDOUS SUBSTANCES" IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED; HAZARDOUS MATERIALS TRANSPORTATION ACT OF 1975, AS AMENDED; THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED; OR ANY OTHER FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER, OR DECREE, RELATING TO, OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING HAZARDOUS MATERIALS, WASTE, OR SUBSTANCES NOW OR AT ANY TIME HEREINAFTER IN EFFECT (COLLECTIVELY, "HAZARDOUS MATERIALS LAWS"). EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, LESSEE WILL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY, AND HOLD LESSOR, ITS AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN CONNECTION WITH THE REMOVAL, CLEANUP, AND RESTORATION WORK AND MATERIALS NECESSARY TO REMEDIATE THE LEASED PREMISES IN ACCORDANCE WITH THIS SECTION. THE PARTIES' OBLIGATIONS UNDER THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

SECTION 9.4 During the term of this Lease, LESSOR will have the right, upon five (5) days prior notice, to enter the Leased Premises for the purpose of inspecting the Leased Premises to ensure compliance with the requirements of this Lease. Notwithstanding the foregoing, LESSOR shall not unreasonably interfere with LESSEE'S operations on the Leased Premises. If LESSOR detects any violation, including but not limited to any contamination of the Leased Premises, which is the responsibility of LESSEE under this Agreement, LESSOR will notify LESSEE of the violation. Upon receipt of such notice, LESSEE will take immediate steps to eliminate the violation or remove the contamination to the satisfaction of any governmental agency with jurisdiction over the subject matter of the violation. Should LESSEE inadequately remedy or fail to eliminate the violation, LESSOR or its representative will have the right, but not the obligation, to enter the Leased Premises and to take whatever corrective action LESSOR reasonably deems necessary to eliminate the violation, at the sole expense of LESSEE. The above provision shall in no way limit or restrict LESSEE's right to challenge or otherwise object to the legitimacy of the interpretation or applicability of any governmental requirement.

SECTION X. EMINENT DOMAIN

SECTION 10.1 In the event that at any time during the term of this Lease the whole or any part of the Leased Premises shall be taken by any lawful power by the exercise of the right of eminent domain for any public or quasi-public purpose the following provisions shall be applicable: To the extent any compensation received by LESSOR is for improvements paid for by LESSEE, a percentage of the amount received by LESSOR for such improvements paid for by LESSEE equal to the amount received by LESSOR for such improvement multiplied by percentage which has numerator equal to the number of years remaining in the then current term of the Agreement and a denominator equal to ten (10).

10.1.1 If such proceedings shall result in the taking of the whole or a portion of the Leased Premises that materially interferes with LESSEE's use of the Leased Premises for railroad purposes, LESSEE shall have the right, upon written notice to LESSOR, to terminate this Lease in its entirety. In that event, and subject to any necessary regulatory approvals or exemptions, this Lease shall terminate and expire on the date title to the Leased Premises vests in the condemning authority, and the rent and other sums or charges provided in this Lease shall be adjusted as of the date of such vesting.

10.1.2 If such proceeding shall result in the taking of less than all of the Leased Premises which does not materially interfere with LESSEE's use of the Leased Premises for railroad purposes, then the Lease shall continue for the balance of its term as to the part of the Leased Premises remaining, without any reduction, abatement or effect upon the rent or any other sum or charge to be paid by the LESSEE under the provisions of this Lease.

10.1.3 Except as otherwise expressly provided in this Section, LESSOR shall be entitled to any and all funds payable for the total or partial taking of the Leased Premises without any participation by LESSEE; provided, however, that nothing contained herein shall be construed to preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of its business or for the value of its

leasehold estate.

10.14 Each party shall provide prompt notice to the other party of any eminent domain proceeding involving the Leased Premises. Each party shall be entitled to participate in any such proceeding, at its own expense, and to consult with the other party, its attorneys, and experts. LESSEE and LESSOR shall make all reasonable efforts to cooperate with each other in the defense of such proceedings and to use their best efforts to ensure LESSEE's continued ability to use the Leased Premises for the conduct of freight railroad operations.

SECTION XI. INSURANCE AND INDEMNIFICATION

SECTION 11.1 LESSEE shall, at its own sole cost and expense, procure the following kinds of insurance for the term of this agreement commencing as of the date of the Effective Date and promptly pay when due all premiums for that insurance. The following minimum insurance coverage shall be kept in force during the term of this Lease:

Statutory worker's compensation coverage with waiver of subrogation.

Commercial General Liability insurance or Railroad Liability Insurance, including coverage for railroad operations, providing coverage for bodily injury, including death, personal injury and property damage coverage with a combined single limit of \$5,000,000 per each occurrence or claim and a general aggregate limit of at least \$5,000,000. This insurance shall contain contractual liability coverage and name LESSOR as an additional insured on a primary basis with respect to all liabilities arising out of LESSEE's obligation to LESSOR in the Lease. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Lease be canceled unless replaced with a policy containing the same Retro Anniversary Date as the policy being replaced.

SECTION 11.2 LESSEE shall furnish to LESSOR certificates of insurance, naming LESSOR as an additional insured but only to the extent of the insured liabilities assumed by LESSEE under this Agreement, evidencing the required coverage and endorsements and in the event of a disputed claim or loss, if requested by LESSOR, LESSEE shall allow LESSOR to view a copy of any or all policy sections (including Endorsements) required in this Agreement if pertaining to the disputed claim or loss. LESSEE shall notify LESSOR in writing of any material alteration including any change in the retroactive date in any "claims made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

SECTION 11.3 Insurance coverage provided in the amounts set forth herein shall not be construed to otherwise relieve LESSEE from liability hereunder in excess of such coverage, nor shall it preclude LESSEE from taking such other action as is available to it under any other provision of this Agreement or otherwise in law.

SECTION XII. TAXES

SECTION 12.1 It is understood and agreed that the LESSOR shall pay all taxes and assessments, general and special or otherwise which may be levied, assessed or imposed upon the Leased Premises during the Lease Term. LESSOR shall pay such taxes and assessments directly to the taxing authorities on or before the due date, but reserves the right to contest any tax or assessment, in good faith, by appropriate proceeding, as it may deem necessary or appropriate.

SECTION XIII. EASEMENTS, LEASES AND LICENSES

SECTION 13.1 Except to the extent specifically provided in other sections of this Agreement, LESSEE shall not be entitled to receive any revenue from any Reserved Rights as defined in Section XXI of this Agreement or renewals thereof, or attributable to any agreements entered into by LESSOR for Reserved Rights following the Effective Date. LESSOR reserves the exclusive right to grant easements, licenses, agreements and leases affecting the Leased Premises which do not materially interfere with the LESSEE's use of the Leased Premises. LESSOR shall be responsible for all duties, maintenance, costs, fencing, insurance, taxes (income, ad valorem, or otherwise), special assessments and liabilities owed to, on or for said revenues, easements, lease, licenses, or other agreements.

SECTION 13.2 The parties shall execute and record a memorandum of lease substantially in the form attached hereto as Exhibit 13.2.

SECTION XIV. TERMINATION

SECTION 14.1 This Lease may be terminated: as follows:

14.1.1 By LESSEE or LESSOR on or at any time prior to the Effective Date if any substantive condition unacceptable to LESSEE or to LESSOR is

imposed upon the regulatory approvals or exemptions contemplated by Sections VI and VII of this Lease for LESSEE's lease and operation of the Leased Premises;

14.12. Pursuant to Section XVII upon the occurrence of an Event of Default, unless the arbitrator finds that the breach is fully remedied through payment of damages;

14.13. By LESSOR upon five (5) days' notice to LESSEE, as a consequence of an uninterrupted abandonment or discontinuance of operations, as the case may be, by LESSEE over any line segment of the Leased Premises (other than an inconsequential abandonment or discontinuance not affecting rail service generally over the Line) lasting more than twenty (20) days, other than by reason of an event of force majeure, a lawful embargo, or changes in the demand for service; or

14.14. By LESSEE or LESSOR upon the effective date of regulatory approvals or exemptions to permit LESSEE to abandon or discontinue rail operations, provided LESSEE shall give LESSOR contemporaneous notice of initiation or receipt of documents relating to any such application, exemption or proceeding;

14.1.5 By LESSOR or LESSEE if the Interchange Agreement expires or is terminated and LESSEE is unable to enter into a new Interchange Agreement within ninety (90) days after such termination.

14.1.6 The termination or expiration of this Agreement will not affect or impair the rights or obligations of either party arising under this Agreement prior to such termination or expiration.

14.1.7 By LESSOR or LESSEE upon the expiration or termination of that certain Services Agreement between LESSOR and Davenport Industrial Railroad, LLC dated January 1, 2020.

SECTION 14.2 In the event of termination of this Lease, LESSEE shall vacate the Leased Premises in an orderly manner. Upon any termination resulting from an Event of Default by LESSEE, LESSOR, at any time thereafter and subject to all necessary prior regulatory approvals or exemptions, may re-enter and take possession of the Leased Premises by affording sixty (60) days' written notice to LESSEE specifying such Event or Events of Default and that this Lease has terminated.

SECTION 14.3 At least sixty (60) days prior to the expiration of this Lease, or promptly upon the earlier termination of this Lease, LESSEE shall submit all necessary applications, petitions and/or notices to the STB or any successor agency, and shall make when and where due all related ancillary submissions (including but not limited environmental reports) required to effectuate a termination of this Lease and a discontinuance of LESSEE's operations hereunder. In the event that LESSEE fails to make such filings, LESSOR may make such filings as may be appropriate to effectuate

discontinuance of LESSEE's operations of the Leased Premises, with LESSEE being responsible for all reasonable costs (including but not limited to filing fees and attorney fees) incurred by LESSOR in making such filings. Upon expiration or earlier termination of this Lease, LESSOR shall have the right to enter onto and operate the Leased Premises.

SECTION XV. FORCE MAJEURE

SECTION 15.1 The prompt and timely performance of all obligations and covenants under this Lease, including the obligation to make prompt and timely payment of each installment of rent or any other payment of any nature, is and shall be of the essence of this Lease.

SECTION 15.2 Either party shall be excused from its obligations under this Lease, other than payment of rent, to the extent its performance is prevented by an event of Force Majeure. For purposes of this Lease an event of Force Majeure shall include: strikes, lockouts, labor disputes, casualties, acts of God, war, terrorist acts, court orders, work stoppages, nuclear incidents, riots, public disorder, acts of a public enemy, criminal acts or acts or omissions of other parties or entities, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climactic conditions, blockade, insurrection, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, embargoes, Association of American Railroads, STB or FRA orders, other governmental laws, orders or regulations or other such causes beyond the reasonable control of said party (each a "Force Majeure"). In the event either party is prevented from performing its obligations under this Lease by a Force Majeure, the party so prevented shall be excused from its obligations under this Lease, other than payment of rent, to the extent such performance was prevented by such Force Majeure. The party experiencing Force Majeure shall take prompt action to remove such causes of Force Majeure insofar as practicable with all reasonable dispatch, and its obligation to perform the provisions of this Lease shall resume immediately after such causes have been removed.

SECTION XVI. DEFEASANCE

SECTION 16.1 LESSEE shall not make any use of the Leased Premises inconsistent with LESSOR's right, title and interest therein and which may cause the right to use and occupy the Leased Premises to revert to any party other than LESSOR.

SECTION 16.2 Irrespective of any other provision of this Lease, and so long as no Event of Default by LESSEE shall have occurred and be continuing, LESSOR, its successor, permitted assigns, and any other entity in privity with LESSOR shall not disturb the quiet use, enjoyment and other exercise of rights of LESSEE under the terms of this Lease and LESSOR agrees that it shall not take any action or fail to take any action which would allow any other entity to disturb or interfere with LESSEE's quiet enjoyment of its rights under this Lease.

SECTION XVII. EVENTS OF DEFAULT AND BREACH

SECTION 17.1 The following shall be Events of Default:

17.1.1 Failure by LESSEE to make payments of rent when due and such failure continues for a period of 15 days after written notice of such failure from LESSOR to LESSEE has been received by LESSEE.

17.1.2 The filing of any involuntary bankruptcy, receivership or arrangement proceeding by LESSOR or LESSEE which filing is not dismissed within sixty (60) days.

17.1.3 Failure by LESSOR to make a required subsidy payment when due according to Section V and such failure continues for a period of 15 days after written notice of failure from LESSEE to LESSOR has been received by LESSOR.

SECTION 17.2 Upon the occurrence of a default included in 17.1; or any material breach of any material term of this Lease not considered a default under Section 17.1 the injured party shall notify the breaching party in writing and specify the breach and what corrective action is desired to cure the breach.

SECTION 17.3 If, upon the expiration of thirty (30) days from the receipt of said notice or time specified in 17.2, the breach has not been cured (or, if such breach cannot be cured within 30 days, steps have not been taken to effect such cure and pursued with all due diligence within said period), the injured party shall have the right, at its sole option, to cure the breach if possible and be reimbursed by the breaching party for the cost thereof, including any and all reasonable attorney's fees.

SECTION 17.4 Nothing herein shall prevent the injured party from resorting to any other remedy permitted under this Lease or at law or equity, including seeking damages and/or specific performance, as shall be necessary or appropriate to make the injured party whole in the premises. Failure of the injured party to demand or enforce a cure for breach in one instance shall not be deemed a waiver of its right to do so for any subsequent breach by the breaching party.

SECTION 17.5 The failure of either party hereto to enforce at any time any of the provisions of this Lease or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provisions as to the future, nor in any way to affect the validity of this Lease or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach.

SECTION 17.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO THE OTHER PARTY (OR ITS OFFICERS, DIRECTORS,

SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF THAT PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT. THE FOREGOING LIMITATION IS NOT TO BE CONSTRUED TO LIMIT RECOVERY OF DAMAGES OR LOSSES SUFFERED BY A THIRD PARTY (I.E., PERSONS WHICH ARE NOT AFFILIATES OF EITHER PARTY) UNDER A TORT CLAIM FOR WHICH EITHER PARTY IS RESPONSIBLE.

SECTION XVIII. ARBITRATION

SECTION 18.1 If at any time a question or controversy shall arise between the parties hereto in connection with the Agreement upon which the parties cannot agree, the parties will follow the dispute resolution procedures set forth in this Section XVIII. No arbitrator shall have authority to change the terms or provisions of this Agreement.

SECTION 18.2 Any dispute arising out of or relating in any way to this Lease shall be subject to arbitration under this Section in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any party may, upon ten (10) days' prior notice to the other party or parties, refer the matter to arbitration hereunder. The arbitrator shall be jointly selected by the parties, but, if they do not agree on an arbitrator within thirty (30) days after demand for arbitration is made by a party, they shall request that the arbitrator be designated by the American Arbitration Association.

SECTION 18.3 Until any award is made upon questions submitted to arbitration, the business, settlements and payments to be transacted and made and other performance under the Agreement shall continue to be transacted and made in the manner and form existing prior to the time such questions arose. Any such damages in such an award shall earn interest from the date the damages were initially incurred until paid at the corporate "prime rate" as reported in The Wall Street Journal on the date of the Award.

SECTION 18.4 The arbitrator shall have the power to require the performance of acts found to be required by this Agreement, to require the cessation or nonperformance of acts found to be prohibited by this Agreement and in appropriate cases to order termination of the Lease. The arbitrator shall not have the power to award consequential or punitive damages. No award under this Section may change the terms of this Agreement.

SECTION 18.5 The arbitrator shall make an award in writing, shall be final, binding and conclusive on all parties to the arbitration when delivered to them.

SECTION 18.6 Any party may, within ten (10) days of delivery of the award, seek clarification or reconsideration of the award from the arbitrator. The other party or parties shall be provided an opportunity for a response thereto within twenty (20) days of receipt thereof. The arbitrator shall make the decision granting or denying such clarification or reconsideration in writing, within sixty (60) days of receipt of a petition for such clarification or reconsideration, which shall then be final, binding and conclusive on all

parties to the arbitration when delivered to them.

SECTION 18.7 Each party to the arbitration shall pay the fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs, and expenses of the arbitrator shall be paid in equal shares by the parties to the arbitration.

SECTION 18.8 The parties may conduct such reasonable discovery as will facilitate a prompt and efficient resolution of the issues in dispute; provided that the arbitrator may provide for and place such limitations on the conduct of such discovery as the arbitrator may deem appropriate. The books and papers of the parties, as far as they relate to the matter submitted for arbitration, shall be open to the examination of the arbitrator.

SECTION 18.9 All proceedings relating to any such arbitration, and all testimony, written submissions and award of the arbitrator therein, shall be private and confidential as among the parties, and shall not be disclosed to any other person, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

SECTION 18.10 The location of any arbitration proceeding held hereunder shall be agreed upon by the parties, or, if they are unable to agree, in Davenport, Iowa.

SECTION XIX. COMPLIANCE WITH AAR

For the term of this Lease, LESSEE agrees to comply with and be legally bound by the terms and provisions of the Association of American Railroads' practices, rules, agreements, and circulars such as OT-5, claim handling, as it applies to lading and equipment damage occurring while in LESSEE's possession, etc.

SECTION XX. SALE OF LEASED PREMISES

LESSOR shall have the right to sell the Leased Premises as part of a transaction that involves all or a substantial portion of the assets of LESSOR. However, in the event of such transaction, the sale shall be made subject to the terms of this Lease. In the event of a sale during the first five (5) years of less than a substantial portion of LESSOR's assets, which nevertheless encompasses the Leased Premises, LESSOR hereby grants to LESSEE the option of either a right of first refusal to acquire the involved assets upon the same terms and conditions as agreed to by LESSOR with a bona fide third party purchaser. LESSEE shall make the election contained in the preceding sentence within ten (10) days of receiving written notice from LESSOR of said sale, and in the event LESSEE elects to exercise the right of first refusal, it shall be able to tender the required consideration for the assets involved within sixty (60) days of its receipt of LESSOR's original notice of the transaction.

SECTION XXI RESERVED RIGHTS

SECTION 21.1 LESSOR reserves unto itself, its affiliates, subsidiaries, parents, successors and/or assigns, the following property rights hereinafter collectively referred to as the “Reserved Rights” the following:

21.1.1 All existing agreements, leases, or licenses with third parties, including any affiliates of LESSOR, whether recorded or not, except those assigned to LESSEE under this Lease if any (provided that LESSOR has provided LESSEE with a copy of all such agreements, leases or licenses prior to the execution of this Lease); and

21.1.2 The right, by any commercially reasonable means, to install, construct, operate, maintain, repair, renew, replace, and remove utility systems and their associated and appurtenant equipment and facilities as well as the right to attach the utility systems and related facilities to existing bridges, and to install them in existing tunnels, and the right of ingress and egress for access purposes; and

21.1.3 The right, by any commercially reasonable means, to install, construct, operate, maintain, repair, renew, replace, and remove commercial poster panels and towers and their associated and appurtenant equipment and facilities as well as the right to attach the commercial poster panels and towers and related facilities to existing bridges and to install them in existing tunnels, and the right of ingress and egress for access purposes; and

21.1.4 All rights to and the right to convey all minerals, mineral rights, and air rights in, on or under the Leased Premises.

SECTION 21.2 LESSOR shall retain any rentals, fees or other payments associated with the Reserved Rights. LESSOR shall be responsible for any duties required to be performed pursuant to the Reserved Rights including but not limited to all maintenance, costs, fencing, insurance, taxes (income, ad valorem, or otherwise), special assessments, and liabilities owed to, on, or for said reserved rights.

SECTION 21.3 LESSOR’s exercise of the Reserved Rights in this Section XXI shall not materially interfere with LESSEE’s present or reasonably contemplated freight operations under this Lease.

SECTION XXII. CONFIDENTIALITY

SECTION 22.1 Each party hereto covenants that all information and documents concerning the disclosing party (“Disclosing Party”) communicated to, or received or reviewed by, the receiving party (“Receiving Party”), its employees, agents or representatives, in connection with this Lease and the transactions contemplated hereby shall be maintained in confidence and not disclosed or utilized (other than in connection with the transactions contemplated hereby) by the Receiving Party, its employees, agents or representatives, without the Disclosing Party’s prior written consent, unless (i) such information and documents were, are now, or become generally available to the public (but not as a result of a breach of any duty of confidentiality by which the Receiving Party, or any of its employees, agents and representatives, is bound), (ii) such information

and documents were known to Receiving Party prior to their disclosure to the Receiving Party by the Disclosing Party in connection with this Lease, as demonstrated by the Receiving Party's written records, (iii) such information and documents are disclosed by a third party, or (iv) such items are required to be disclosed pursuant to a judicial order or applicable law, rule or regulation or to the parties' insurers. Notwithstanding anything herein to the contrary, each party may disclose (without prior notification to, or approval or consent by, the Disclosing Party), to taxing authorities and/or to such party's representatives, outside counsel and advisors, any confidential information that is required to be disclosed in connection with such party's tax filings, reports, claims, audits, and litigation.

SECTION 22.2 In the event that either party hereto, or any of its employees, agents, representatives, becomes legally compelled to disclose any such information or documents, the Receiving Party shall (to the extent permitted by law) provide the Disclosing Party with prompt notice before such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Lease, or both. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Lease, the Receiving Party shall furnish only that portion of the information or documents that it is advised by written opinion of counsel is legally required.

SECTION 22.3 It is agreed that money damages would not be a sufficient remedy or any breach of this Section 22 and that either party hereto shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Section 22 but shall be in addition to all other remedies available at law or in equity. Each party hereto further agrees and covenants that it shall not use any information or document that it obtains or has obtained in connection with this Lease in any judicial or administrative proceeding brought against the other party, except in a proceeding brought hereunder. With respect to any judicial or administrative proceeding brought by a third party challenging any provision of this Lease or relating to any action or inaction required by this Lease, the party against whom such proceeding is brought may use for purposes of defending such proceeding information or documents that it obtains or has obtained in connection with this Lease; provided, however, that the party against whom such proceeding is brought shall consult with the other party prior to such use of information or documents.

SECTION XXIII. MISCELLANEOUS

SECTION 23.1 Entire Agreement. This Lease expresses the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification of this Lease shall be binding upon the party affected unless set forth in writing and duly executed by the affected party.

SECTION 23.2 Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this Lease shall be in writing and shall be deemed to have been properly given or sent:

232.1 If intended for LESSOR, by mailing by registered or certified mail, return receipt requested, with postage prepaid, addressed to LESSOR at:

City of Davenport
Attention: City Administrator
226 West 4th Street
Davenport, IA 52801

With a copy of all notices regarding breach, termination, or similar legal issues to:

Corporation Counsel
City of Davenport
226 West 4th Street
Davenport, IA 52801

232.2 If intended for LESSEE by mailing by registered or certified mail, return receipt requested with postage prepaid, addressed to LESSEE at:

Davenport Industrial Railroad, LLC
Attention: John K. Howell, President
6521 Old State Road
Edinboro, PA 16412

With a copy to:

Davenport Industrial Railroad, LLC
Attention: General Counsel
c/o Fletcher & Sippel LLC
29 North Wacker Drive, Suite 800
Chicago, IL 60606-3208

232.3 Each notice, demand, request or communication which shall be (a) mailed by registered or certified mail, (b) hand delivered, or (c) sent by recognized overnight courier service, to either party at such address shall be deemed sufficiently given, served or sent for all purposes at the time such notice, demand, request or communication shall be either received by the addressee or refused by the addressee upon presentation. Either party may change the name of the recipient of any notice, or his or her address, at any time by complying with the foregoing procedure.

SECTION 23.3 Binding Effect This Lease shall be binding upon and inure to the benefit of LESSOR and LESSEE, and shall be binding upon the successors and assigns of LESSEE, subject to the limitations hereinafter set forth. LESSEE may not assign its rights under this Lease or any interest therein, or attempt to have any other person assume its obligations under this Lease through merger or otherwise, without the prior written consent of LESSOR.

SECTION 23.4 Severability. If fulfillment of any provision hereof or any transaction related hereto shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Lease in whole or in part, then such clause or provision only shall be held ineffective, as though not herein contained, and the remainder of this Lease shall remain operative and in full force and effect.

SECTION 23.5 Headings. Article headings used in this Lease are inserted for convenience of reference only and shall not be deemed to be a part of this Lease for any purpose.

SECTION 23.6 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Iowa.

SECTION 23.7 Amendment. No modification, addition, deletion, change, or amendments to this Lease or any of the Appendices shall be effective unless and until such modification, addition or amendment is in writing and signed by the parties.

SECTION 23.8 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the _____ day of _____, 2019.

LESSOR:

CITY OF DAVENPORT, IOWA

By: _____
Name: _____
Title: _____



LESSEE:

DAVENPORT INDUSTRIAL RAILROAD, LLC

By: _____
Name: _____
Title: _____

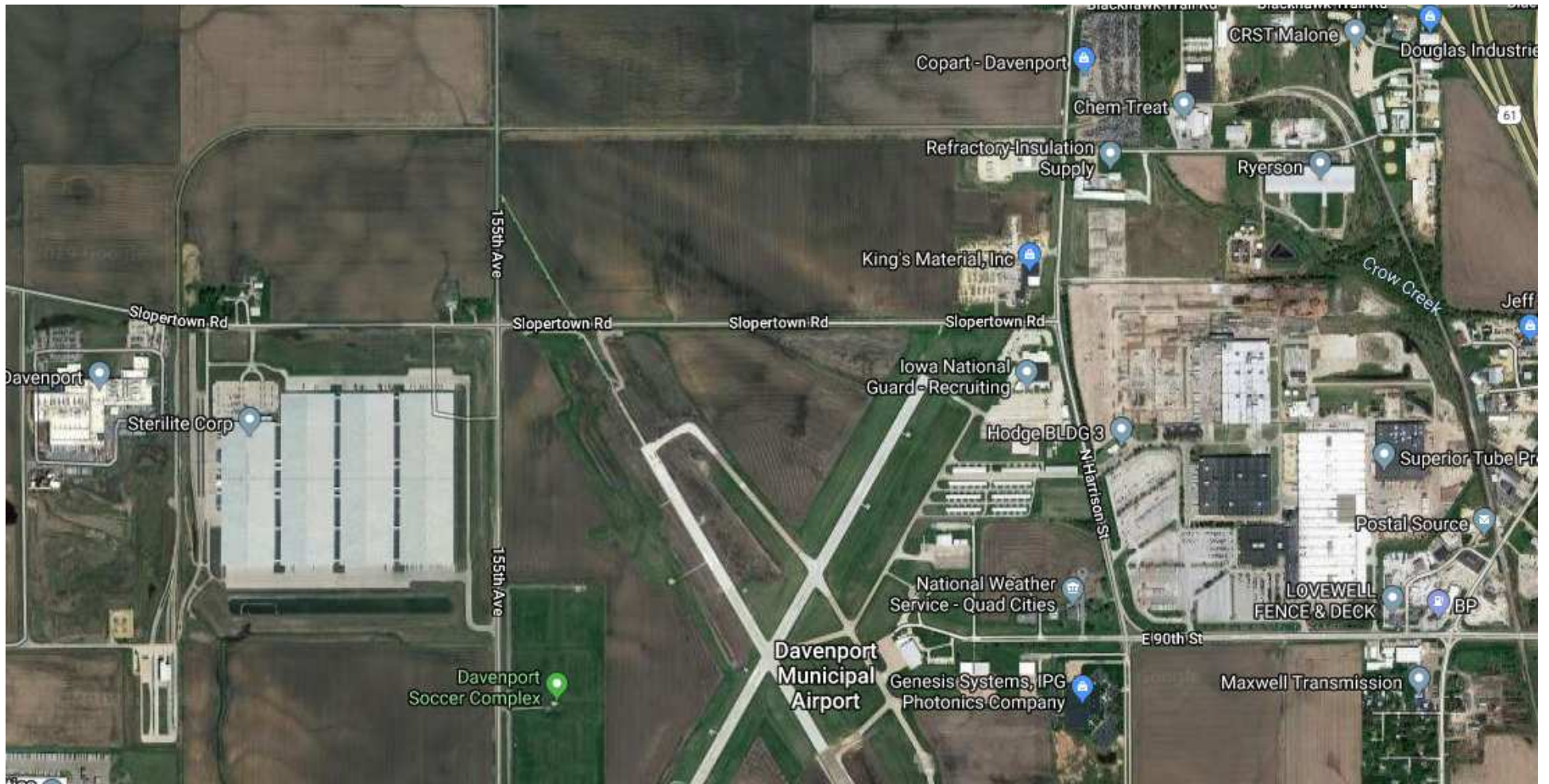


DRAFT

EXHIBIT A

Depiction of Leased Premises

The Leased Premises consists of all of LESSOR'S main track and the real property 25 feet on each side thereof. As depicted below such track commences 75 feet from Canadian Pacific' mainline switch located at MP 191.2 of the Davenport Sub and continues to the Davenport Transload including the southern spur line that connects to Sterilite Corporation.



DRAFT

EXHIBIT 1.2

List of Leases and Licenses on Leased Premises

EXHIBIT 5.1.4

**List of contracts, deeds, and agreements relating to Leased Premises
not contained in Exhibit 1.2**

DRAFT

DRAFT

EXHIBIT 13.2

Memorandum of Lease

MEMORANDUM OF GROUND LEASE

WHEN RECORDED, RETURN TO:

6521 Old State Road
Edinboro, PA 16412
Attn: General Counsel

MEMORANDUM OF LEASE

THIS MEMORANDUM OF GROUND LEASE ("**Memorandum of Ground Lease**") is made as of the _____ day of _____, 2017, by and between _____, a Pennsylvania _____ ("**Lessee**"), and _____, having an address at _____ ("**Lessor**").

WITNESSETH

1. Lessor is the owner of certain real property located in _____, Iowa ("**Leased Premises**"), as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.
2. Pursuant to the terms of that certain Lease, dated _____, 2019, by and between Lessor and Lessee (the "**Lease**"), Lessor leased the Leased Premises to Lessee.
3. The initial term of the Lease is five (5) years, commencing January 1, 2020 and expiring on December 31, 2024. Lessee has the option to extend the Lease for one additional term of five (5) years.
4. The rent and other obligations of Lessor and Lessee are set forth in the Lease, to which reference is made for further information. This Memorandum of Lease describes only selected provisions of this Lease, and reference is made to the full text of the Lease for the full terms and conditions thereof. If a conflict exists between the terms of the Lease and this Memorandum of Lease, those contained in the Lease shall govern and be controlling.
5. The purpose of this Memorandum of Lease is to provide notice of the existence of the Lease, and it is understood that this Memorandum of Lease shall not amend or modify the Lease in any respect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Ground Lease as of the date first set forth above.

LESSEE:



By: _____
Name: _____
Title: _____

LESSOR:

a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a
_____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a
_____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit
A to
Memorandum of Lease

DRAFT

Legal Description of Leased Premises

Legal Description for Main Rail Line and All Related side Tracks the Real Property 25 Feet on each side thereof at the Transload Facility

Parts of Sections 26, 27, 28 and 33 all in Township 79 North Range 3 East of the 5th P.M. being more particularly described as follows:

Tract 1 (City of Davenport): Parcel No. W3307-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36630 with the following legal description:

Part of the North Half of the Northeast Quarter of Section 33 in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: Lot 1 of Interstate 80 Airport Industrial Park 6th Addition to the City of Davenport Iowa. Said tract contains 13.64 acres, more or less.

Tract 2 (City of Davenport): Parcel No. W2801-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36628 with the following legal description:

Part of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: The Eastern 390.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North Range 3 East, excluding the Rail Road Right-of-Way per document 2011-1922. Said tract contains 10.00 acres, more or less.

Tract 3 (City of Davenport): Parcel No. W2801-02 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

&

Tract 4 (Scott County): Parcel No. 932839005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

Tract 3 and 4 are legally described as follows:

Part of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 27, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A variable width right-of-way, the centerline of which is divided into equal stations of 100.00 feet in length; said centerline is described as follows: Commencing at the West Quarter Corner of said Section 27; thence South 02 degrees 09 minutes 53 seconds East 2.85 feet on the west line of the Southwest Quarter of said Section 27; thence North 87 degrees 50 minutes 11 seconds East 0.60 feet to the east line of described right-of-way line of Slopertown Road; thence on said southerly line and the arc of a 1943.00 foot radius curve, concave northeasterly 25.98 feet, with a chord bearing and distance of North 81 degrees 38 minutes 28 seconds East 25.98 feet to the point of beginning; said point being centerline Station 219+36.05; thence South 02 degrees 09 minutes 49 seconds East on said centerline 2660.95 feet to the intersection with the south line of the Southeast Quarter of said Section 28 and there terminating a centerline Station 245+96.97. The east line of the proposed right-of-way line is 25.00 feet easterly of a parallel with the aforesaid centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet left of Station 219+40.80 and runs southerly to Station 239+99.14; thence said right-of-way widens to 35 feet easterly of

and parallel with said centerline to Station 245+97.37 at the intersection with the south line of the Southwest Quarter of said Section 27; and there terminating. The west line of the proposed right-of-way is 25.00 feet westerly of and parallel with said centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet right of Station 219+31.09 and runs southerly to Station 221+49.11; thence said right-of-way line widens to 45.00 feet westerly of and parallel with said centerline to Station 237+99.52; thence said right-of-way line narrows to 25.00 feet westerly of and parallel with said centerline to Station 239+9.14; thence said right-of-way line widens to 35.00 feet westerly of and parallel with said centerline to Station 245+96.56 at the intersection with the south line of the Southeast Quarter of said Section 28, and there terminating. The above described right-of-way contains 4.10 acres, more or less. Right-of-way plat attached and by this reference made apart hereof.

Tract 5 (City of Eldridge): Parcel No. 932703005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2001-1925 with the following legal description:.

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; thence South 87 degrees 57 minutes 04 second West along the centerline of said strip 1432.24 feet to the point of curvature of a curve, concave southeasterly, having a radius of 716.20 feet with a central angle of 90 degrees 04 minutes 12 seconds and a chord bearing and distance of South 42degrees 55 minutes 11 seconds West 1013.48 feet for a distance of 1125.88 feet along said curve; thence South 02 degrees 06 minutes 55 seconds East 862.30 feet to the northerly right-of-way line of Slopertown Road and there terminating. Said tract contains 3.93 acres, more or less.

Tract 6 (City of Eldridge): Parcel No. 932713002 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on July 29, 1985 as Document 1985-11443 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; North 87 degrees 57 minutes 04 seconds East 545.77 feet to the west line of Buttermilk Road also known as 155th Avenue and there terminating. Said tract contains 0.63 acres, more or less.

Tract 7 (Scott County): Parcel No. 932705006 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1923. With the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of said Section 27, thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Section 27; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the east line of the west half of the Northeast Quarter of said Section 27 and the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1292.58 feet to the east right-of-

way line of Buttermilk Road (155th Avenue) and there terminating. Along with a triangular piece of land lying adjacent to and coincident with the southwest corner of the above described right-of-way said corner being the point of beginning; thence North 87 degrees 57 minutes 04 seconds East 148.00 feet along the south line of the the above described right-of-way; thence southwesterly to a point in the east right-of-way line of Buttermilk Road (155th Avenue) 35 feet southerly of the southwest corner of the above described right-of-way; thence North east right-of-way line of Buttermilk Road (155th Avenue) 35 feet to the point of beginning. Said combined tracts contain 1.54 acres, more or less.

Tract 8 (City of Eldridge): Parcel No.932707003 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1926 with the following legal description:

Part of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Quarter Section to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 27 and there terminating. Said tract contains 1.52 acres, more or less.

Tract 9 (City of Eldridge): Parcel No.932601005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1924 with the following legal description:

Part of the Northwest Quarter of Section 26, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way strip of land 50.00 feet wide described as follows: Commencing at the northwest corner of said Section 26; thence South 01 degree 53 minutes 47 seconds East along the west line of said Northwest Quarter 997.09 feet to the south line of land currently owned by Alfred Arp LLC as described in the Court Officer Deed filed for recorded on March 18, 1997 as document 1997-6145, and being the point of beginning; thence North 87 degrees 50 minutes 07 seconds East along said south line 1213.09 feet to the northwest corner of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge; thence South 02 degrees 18 minutes 17 seconds East along the west line of said Lot 1 50.00 feet; thence South 87 degrees 50 minutes 07 seconds West along a line 50.00 feet southerly of and parallel to the south line of said land owned by Alfred Arp LLC 1213.44 feet to the west line of said Northwest Quarter; thence North 01 degrees 53 minutes 47 seconds West along the west line of said Northwest Quarter 50.00 feet to the point of beginning. Said tract contains 1.39 acres, more or less.

Tract 10 (City of Eldridge): Parcel No.9326031012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34211 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way 50.00 feet wide described as the North 50.00 feet of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge. Said tract contains 1.01 acres, more or less.

Tract 11 (City of Eldridge): Parcel No.932603101-22 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34209 with the following legal description:

Part of the North Half of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 feet wide in part of Lots 1 and 2 of Lancer Industrial Park South to the City of Eldridge, with the centerline being described as follows: Commencing at the northwest corner of said Lot 2; thence South 01 degree 10 minutes 15 seconds West along the west line of said Lot 2 174.82 feet to the point of beginning; thence 284.78 feet along the arc of a 716.78 foot radius curve concave northwesterly, having a chord bearing and distance of North 71 degrees 55 minutes 58 seconds East 282.91 feet with a central angle of 22 degrees 45 minutes 51 seconds; thence North 60 degrees 33 minutes 03 seconds East 40.72 feet; thence 339.72 feet along the arc of a 716.78 foot radius curve concave southeasterly with a chord bearing and distance of North 74 degrees 07 minutes 43 seconds East 336.55 feet with a central angle of 27 degrees 09 minutes 20 seconds; thence North 87 degrees 42 minutes 23 seconds East 52.95 feet to the east line of said Lots 1 and 2 and there terminating. Said tract contains 0.82 acre, more or less.

Tract 12 (City of Eldridge): Parcel No.9326052012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34207 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 25.00 feet wide located in part of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge described as follows: The South 25.00 feet of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge. Said tract contains 0.30 acre, more or less.

Tract 13 (City of Eldridge): Parcel No.9326052012 described in the Quit Claim Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34205 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 12.50 feet wide located in part of Lot 3 of Lancer Industrial Park South to the City of Eldridge described as follows: the North 12.50 feet of Lot 3 of Lancer Industrial Park South to the City of Eldridge. Said tract contains 0.15 acre, more or less.

Tract 14 (City of Eldridge): Parcel No.93260530A2 described in the Corrected Warranty Deed filed for record with the Office of the Recorder of Scott County on June 10, 2013 as Document 2013-18332 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel A in Mueller Lumber 2nd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southwest corner of said Parcel A, thence North 02 degrees 01 minutes 33 seconds West a distance of 125.16 feet on the east line of said Parcel A to a point of curve, concave northwesterly, having a radius of 552.00 feet and the point of beginning; thence southwesterly 148.79 feet along the arc of said curve through a central angle of 16 degrees 19 minutes 53 seconds with a chord bearing and distance of South 87 degrees 42 minutes 23 seconds West 80.94 feet to the west line of said Parcel A and there terminating. Said tract contains 0.17 acre, more or less.

Tract 15 (City of Eldridge): Parcel No.93260540B2 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34203 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being

more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel B in Mueller Lumber 3rd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southeast corner of said Parcel B, thence North 02 degrees 01 minutes 33 seconds West 195.17 feet on the east line of said Parcel B to a point of curve concave northwesterly having a radius 716.78 feet and being the point of beginning; thence southwesterly 261.31 feet along the arc of said curve through a central angle of 20 degrees 53 minutes 17 seconds with a chord bearing and distance of South 72 degrees 08 minutes 00 seconds West 259.87 feet to the west line of said Parcel B and there terminating. Said tract contains 0.30 acres more or less.

Tract 16 (City of Eldridge): Parcel No.93260540C described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 12, 2011 as Document 2011-1467, containing two tracts, a permanent rail easement and a roll & hold easements in the Plat of Rail Easements dated September 30, 2014.

Tract No. 1 PRE Permanent Rail Easement

A parcel of land located in part of Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 1-PRE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows: Commencing in the southeast corner Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 125.57 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of North 84 degrees 09 minutes 52 Seconds West 561.22 feet for a distance of 591.71 feet; thence South 79 degrees 29 minutes 50 seconds West 7.76 feet to the intersection with the wesyt line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west .ine of said Parcel C 42.86 feet; thence northeasterly, easterly and southeasterly along the arc of a curve concave southerly with a radius of 650.81 feet with a chord bearing and distance of North 88 degrees 49 minutes 58 seconds East 566.27 feet for a distance of 585.85 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds West along the east line of said Parcel C 110.04 feet to the point of beginning. Said tract contains 0.99 acre, more or less.

Tract No. 2 PR&HE Permanent Roll and Hold Easement

A parcel of land located in part of Parcel B and Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 2-PR&HE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds East along the east line of said Parcel C 4.81 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 529.73 feet with a chord bearing and distance of North 72 degrees 06 minutes 33 seconds West 497.89 feet for a distance of 518.32 feet; thence South 79 degrees 56 minutes 57 seconds West 381.64 feet to the intersection with the southerly righ-of-way line of an existing rail easement; thence in a northeasterly direction along the arc of a curve concave northwesterly with a radius of 741.78 feet with a chord bearing and distance of North 72 degrees 24 minutes 01 seconds East 194.65 feet for a distance of 195.21 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C13.75 feet; thence North 79 degrees 29 minutes 50 seconds East 7.76 feet; thence in a northeasterly, easterly and southeasterly direction along the arc of a curve concave southerly

with a radius of 645.21 feet with a chord bearing and distance of South 84 degrees 09 minutes 52 seconds 561.22 feet for a distance of 591.71 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 120.76 feet to the point of beginning. Said tract contains 0.92 acre, more or less.

Note the East line of Parcel C of Mueller Lumber 3rd Addition has a platted bearing of N00 degrees 13 minutes 40 seconds East and a surveyed bearing of North 00 degrees 11 minutes 13 seconds East which is used for the purpose of this description.

Tract 17: (City of Eldridge) That part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Avenue; thence along said South line, North 74°38'48" East, a distance of 152.09 feet; thence continuing along said South line, North 87°57'04" East, to the West line of said Quarter Section, a distance of 2,471.67 feet, to the point of beginning; thence continuing along said South line, North 87°50'07" East, to the West line of Lot 1 of Lancer Industrial Park South Behrens Second Addition, a distance of 1,213.44 feet; thence South 80°05'56" West, a distance of 297.15 feet; thence 40.00 feet South of and parallel to said South right of way line, South 87°50'07" West, to said West line of said Quarter Section, a distance of 919.18 feet; thence along said West line, North 01°53'47" West to the point of beginning, a distance of 40.00 feet. For the purposes of this description the East right of way line of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

Tract 18: (City of Eldridge) That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Road; thence along said South line, North 74°38'48" East, a distance of 141.41 feet, to the point of beginning; thence continuing along said South line, North 74°38'48" East, a distance of 10.68 feet; thence continuing along said South line, North 87°57'04" East, to the East line of the West Half of said Quarter Section, a distance of 1,144.52 feet; thence along the said East line, South 01°55'15" East, a distance of 40.00 feet; thence West parallel to the rail South right of way line, South 87°57'04" West, a distance of 860.65 feet; thence North 84°46'34" West, a distance of 296.56 feet to the point of beginning. For the purpose of this description the East right of way of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

TRACT 19: (City of Eldridge) That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Road; thence along said South line, North 74°38'48" East, a distance of 152.09 feet; thence continuing along said South line, North 87°57'04" East, to the East line of the West Half of said Quarter Section, a distance of 1,144.52 feet to the point of beginning; thence continuing along said South line, North 87°57'04" East to the East line of said Quarter Section, a distance of 1,327.15 feet; thence along said East line, South 01°53'47" East, a distance of 40.00 feet; thence 40.00 feet South of and parallel to said South right of way line, South 87°57'04" West to said East line of the West Half of said Quarter Section, a distance of 1,327.13 feet; thence along said East line North 01°55'15" West to the point of beginning, a distance of 40.00 feet. For the purposes of this description the East right of way line of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

Tract 20: (City of Davenport) The East 40 Feet of Lot 1 of Interstate 80 Airport Industrial Park 2nd Addition, being a replat of Lots 5, 6, and 7 in Interstate 80 Airport Industrial Pak Addition to the City of Davenport, Iowa and part of the North Half of the Northeast Quarter of Section 33, Township 79 North Range 3 East of the 5th P. M., Scott County, Iowa; according to the Plat thereof recorded April 18, 2003 as Document No. 2003-19745.

City of Davenport

Agenda Group:

Department: City Clerk

Contact Info: Samantha Torres 563-326-7701

Wards:

Action / Date

11/6/2019

Subject:

Local Business "The Foundation of Our Community": The Family Restaurant

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	10/30/2019 - 12:50 PM

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 563-888-2286

Wards:

Action / Date

10/16/2019

Subject:

Second Consideration: Ordinance for Case ORD19-03 being the request of the City of Davenport to reduce the maximum building height in portions of the C-E, Elmore Corners zoning district from 120 feet to 55 feet. [Ward 6]

Recommendation:

Adopt the Ordinance.

Background:

Upon the request of the Jersey Farms neighborhood, the City Council has directed staff to prepare an Ordinance amendment reducing the maximum height in a portion of the Elmore Corners zoning district, namely the area to the west and south of Elmore Avenue.

The current height limit for the district is 120 feet, which ensures Rhythm City Casino remains conforming in that regard.

Reducing the height to 55 feet in the suggested area would ensure buildings are not higher than approximately 4 stories through the Zoning Ordinance rather than through the Elmore Corners Area Plan and Design Guidelines.

Affected property owners have been contacted by phone and mailed notice of the hearing. The Jersey Farms neighborhood has been contacted as well.

There are five property owners directly affected by the proposed change.

At the Public Hearing at the Plan and Zoning Commission on September 17, 2019, a representative of VTS Farm Parcel A, LLC, spoke in opposition to the request. The letter stating the objection is attached.

At the Public Hearing, the Commission requested topographical information on the area which is attached.

Attached is a brief presentation outlining the issue.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance
▣ Backup Material	Council Presentation
▣ Backup Material	Notice to property owners
▣ Exhibit	Pastrnak Letter
▣ Backup Material	2009 Topographical Infomation
▣ Backup Material	P&Z Letter

- ▣ Backup Material
- ▣ Backup Material

COW Notice to Property Owners
Ad Proof

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Flynn, Matt	Approved	10/3/2019 - 12:12 PM

ORDINANCE NO. 2019-

An ORDINANCE to amend Title 17 of the Davenport Municipal Code, specifically by amending Table 17.05-5: C-E District Dimensional Standards, by amending the Maximum Building Height requirement to read, "120 feet, 55 feet west and south of Elmore Avenue". City of Davenport, petitioner; Case No. 19-03. [Ward 6]

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

Section 1. That Table 17.05-5 of the Davenport Municipal Code be added to read as follows:

Table 17.05-5: C-E District Dimensional Standards	
Bulk	C-E
Minimum Lot Area	20,000 sf
Minimum Lot Width	80'
Maximum Building Height	120'; 55' west and south of Elmore Avenue
Minimum Setbacks	
Front Setback	25'
Interior Side Setback	10', unless abutting a residential district then 25'
Corner Side Setback	20'
Rear Setback	10', unless abutting a residential district then 25'

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 _____

Frank Klipsch, Mayor

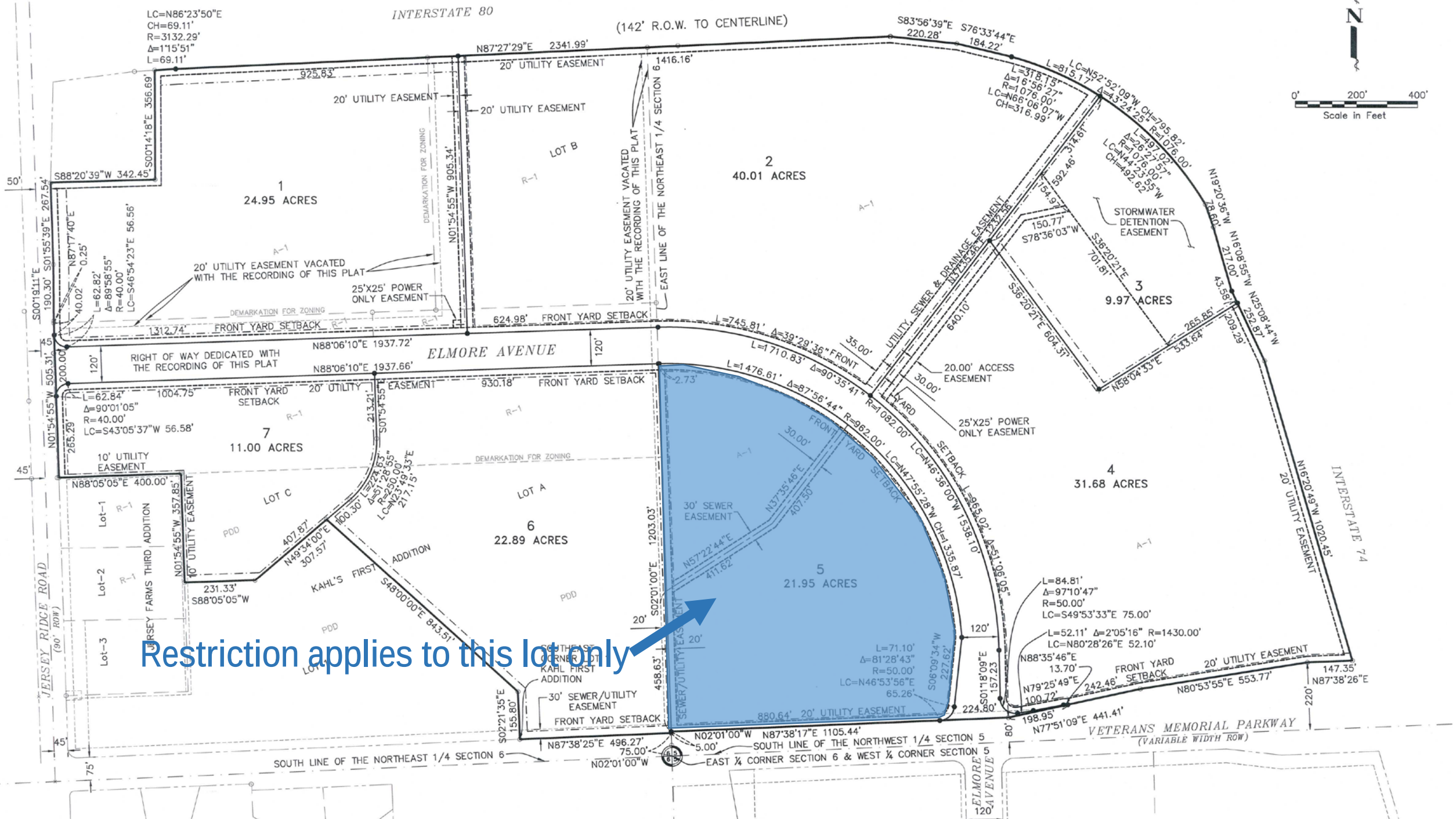
Attest: _____

Brian Krup
Deputy City Clerk

Published in the *Quad City Times* on _____

City Council Added this Condition to the River 80 First Addition Final Plat in 2014:

“Building height on Lot 5 within River 80 First Addition shall not exceed fifty (50) feet. Further, a 50 foot landscape buffer along Veteran’s Memorial Parkway consisting of a 5 – 6 foot undulating berm containing a minimum Class “E” Screen as outlined in Title 17.56 of the Davenport shall be installed prior to the issuance of any Certificate of Occupancy for said Lot 5.



Under the old Zoning Ordinance, the property was zoned PDD and there was no height limit.

Rhythm City Casino is 106 feet tall.

The Elmore Corners Area Plan was adopted in 2017. Among its concepts, it specifically mentions protections to be taken to ensure compatibility between the neighborhood and Elmore Corners

NEIGHBORHOOD CONTEXT

Established single-family neighborhoods border the Elmore Corners planning area to the west. As development occurs, design attention must be paid to building placement, massing, design, setbacks, and lighting to ensure future development does not negatively impact these neighborhoods. The proposed Urban Greenway along the western project boundary will provide a natural buffer between established and proposed neighborhoods.



Neighborhood Context

Within the Site Layout section of the Plan, it references buildings should be 3 to 4 stories in height adjacent to the neighborhood.

The vast majority of illustrative examples within the Plan document show buildings 2-4 stories in height.

One hotel concept, 6 stories in height was included, but was targeted to the Entertainment District adjacent to Rhythm City Casino.

The new zoning ordinance established a new zoning classification, C-E Elmore Corners Zoning District.

The maximum height in this district is 120 feet. This ensures Rhythm City Casino would remain legally conforming from a height perspective.

The Design Review Board has authority to review and approve new development in Elmore Corners by applying the design standards found in the Plan.

Staff believes the intent of the scale of development on property adjacent to Jersey Farms is clear. Any development exceeding four stories would have to be of exceptional design and oriented away from the subdivision.

A text amendment to address the height concerns can be as simple as amending Table 17.05-5 as follows:

Table 17.05-5: C-E District Dimensional Standards	
	C-E
Bulk	
Minimum Lot Area	20,000sf
Minimum Lot Width	80'
Maximum Building Height	120' East and North of Elmore Ave.; 55' West and South of Elmore Ave.
Minimum Setbacks	
Front Setback	25'
Interior Side Setback	10', unless abutting a residential district then 20'
Corner Side Setback	20'
Rear Setback	10', unless abutting a residential district then 25'

The owners of the property should be notified because of the potential to limit development based on what is allowed currently.

Elmore Corners Zoned "C-E"

Jersey Farms Zoned "R-2"



Lot 5 River 80 First Addn.

Elmore Corners South and
West of Elmore Ave.



Other Options:

Do nothing and rely on design standards (applicant can already appeal denial to the City Council).

Provide notification to property owners within 200 feet of application.

Provide Council authority to increase height in C-E instead of ZBA.

Eliminate height limits altogether, or adopt different standards more restrictive than that is proposed.



Community Planning and Economic Development Department
City Hall - 226 West Fourth Street - Davenport, Iowa 52801
Telephone: 563-326-7765
www.cityofdavenportiowa.com

September 6, 2019

Subject: Proposed Zoning Standard Change
C-E, Elmore Corners Zoning District

Dear Property Owner:

The Jersey Farms Neighborhood Association has requested the City consider a zoning ordinance text amendment that would reduce the maximum height of structures in a portion of the area zoned C-E, Elmore Corners District from 120 feet to 55 feet. Specifically, this would be in the area south and west of Elmore Avenue (see attached map). You own property that would be affected by the change.

The City Council has directed staff to prepare an ordinance for consideration that would enact the proposed height reduction. The Case Number is ORD19-03.

Like any change in zoning, either with the map or text, it must follow a process that includes public hearings before the Plan and Zoning Commission and Committee of the Whole.

The public hearing before the Plan and Zoning Commission will be held:

Tuesday, September 17, 2019
City Council Chambers, City Hall
226 West Fourth Street
Davenport, Iowa 52801

You may submit written comments on the above item or to attend the public hearing to express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments 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.

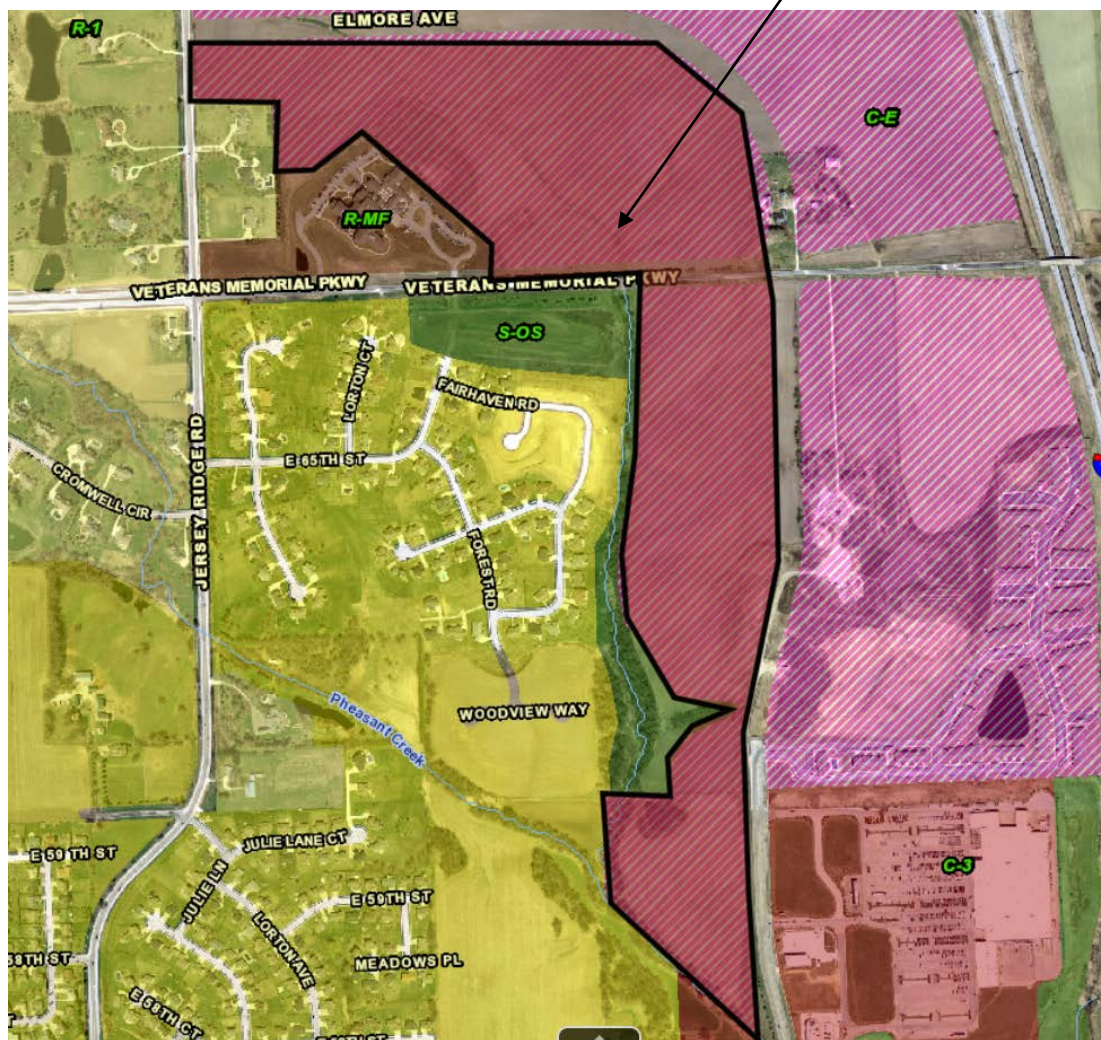
Please let me know if you have further questions.

Sincerely,



Matthew G. Flynn, AICP
Senior Planning Manager/Zoning Administrator
563-888-2286, matt.flynn@ci.davenport.ia.us

Area Proposed for Reduced Height Limit



PASTRNAK LAW FIRM, P.C.
Attorneys at Law
313 W. 3rd Street
Davenport IA 52801
Phone: (563) 323-7737, Ext. 220
Fax: (563) 323-7739
E-mail: ckpastrnak@pastrnak.com

Thomas J. Pastrnak*
Candy K. Pastrnak*

ILLINOIS OFFICE:
6300 75th Ave., Suite A
Milan, IL 61264

Thomas R. Schulz – Of Counsel *
Gregory S. Jager – Of Counsel**
Dee Runnells – Of Counsel*

* Admitted in Iowa and Illinois
** Admitted in Iowa Only

Via email to matt.flynn@ci.davenport.ia.us

Planning and Zoning Commission
c/o Matt Flynn
City of Davenport
226 W. 4th St
Davenport, Iowa 52801

September 16, 2019

Re: Case ORD 19-03
Elmore Corridor Overlay District
Reduction in Height

Dear members of the Commission:

We represent VTS Farm Parcel A, LLC, the owner of approximately 15.24 acres of property located within the Elmore Corridor Overlay District, specifically located west of Elmore Avenue and south of 60th Street. (A copy of a Beacon map showing the location of the property is enclosed for ease of reference.) On behalf of the owner, VTS Farm Parcel A, LLC we object to any modification of the already significant limiting building restrictions imposed by the terms of the Elmore Corridor Overlay District.

We have thoroughly reviewed the existing design standards and building restrictions proposed for the Elmore Corners Overlay District and have already experienced the difficulty said standards and restrictions have created in our client's ability to market and find purchasers and/or developers of this 15.24 acres in the heart of the Elmore Corridor Overlay District.

The proposed height limitation will even more severely restrict and limit the potential buyers/developers of this property. A height limitation, as proposed, would most certainly deter and perhaps even eliminate hotel, senior living center and other multi-story development, which

PASTRNAK LAW FIRM, P.C.

Matt Flynn

September 16, 2019

Page 2

would obviously be a benefit to the City of Davenport and its tax base. To impose additional regulations on property which is already subject to the restrictions and limitations imposed in the overlay district would, in our opinion, not only overburden the property but essentially constitute an unlawful taking.

Further, the imposition of the additional restriction ignores the built in controls and mechanisms that are afforded the City by the terms in the existing Overlay District.

Finally, the imposition of the height restriction on the isolated undeveloped parcels in the area is arbitrary and capricious, particularly since buildings to the east and north of Elmore can exceed the height limit yet buildings to the west and south of Elmore will be prevented from exceeding the height limit.

In conclusion, our client is opposed to modification of the height restrictions, particularly further limitations to height, in the ECOD Elmore Corners Overlay District, and ask our client's objection be placed of record.

Sincerely,

A handwritten signature in cursive script that reads "Candy K. Pastrnak". The signature is written in dark ink and is positioned above the printed name and title.

Candy K. Pastrnak

Attorney at Law

For: Pastrnak Law Firm

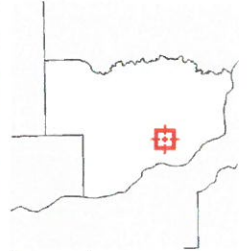
On Behalf of: VTS FARM PARCEL A, LLC, an Iowa limited liability company.



Scott County / City of Davenport, Iowa



Overview



Legend

- Parcels
- Parcel Point
- Political Township
- All Roads**
 - Interstate
 - US Highway
 - State Highway
 - County Route
 - Major road
 - Local roads
 - Ramp
 - Alleyway/Access Road
 - Bike/Pedestrian Trail
 - Driveway
- Rights of Way
- Railroad**
 - County Boundary
- Major Rivers and Streams**
 - River Centerline
 - River Boundary
 - Major Stream
- Minor Streams, Other**
 - Minor Stream
 - Small Lake/Pond
 - Drainageways, etc
 - Island
- Major Rivers and Lake**
 - Lake
 - Major Stream
 - River
 - Minor Lakes and Ponds

Parcel ID Y0801-02A
Sec/Twp/Rng 07-78-04
Property Address

Alternate ID Y17023
Class A
Acreage 15.25

Owner Address VTS FARM PARCEL A LLC
19134 246TH AVE
BETTENDORF IA 52722

2009 Topographical Information





October 9, 2019

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

Dear Mayor and Council:

At its regular meeting of October 1, 2019, the Plan and Zoning Commission considered Case ORD19-03, request of the City of Davenport to reduce the maximum building height allowed in the portion of the C-E, Elmore Corners Zoning District located west and south of Elmore Avenue from 120 feet to 55 feet. [Ward 6]

The Commission voted unanimously in favor of forwarding the case to the City Council for its approval.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission



Community Planning and Economic Development Department
City Hall - 226 West Fourth Street - Davenport, Iowa 52801
Telephone: 563-326-7765
www.cityofdavenportiowa.com

October 9, 2019

Subject: Proposed Zoning Standard Change
C-E, Elmore Corners Zoning District

Dear Property Owner:

The Jersey Farms Neighborhood Association has requested the City consider a zoning ordinance text amendment that would reduce the maximum height of structures in a portion of the area zoned C-E, Elmore Corners District from 120 feet to 55 feet. Specifically, this would be in the area south and west of Elmore Avenue (see attached map). You own property that would be affected by the change.

The City Council has directed staff to prepare an ordinance for consideration that would enact the proposed height reduction. The Case Number is ORD19-03.

Like any change in zoning, either with the map or text, it must follow a process that includes public hearings before the Plan and Zoning Commission and Committee of the Whole.

The Plan and Zoning Commission recommended approval of this request at its October 1, 2019 meeting.

The public hearing before the Committee of the Whole will be held:

Wednesday, October 16, 2019, 5:30 pm
City Council Chambers, City Hall
226 West Fourth Street
Davenport, Iowa 52801

You may submit written comments on the above item or to attend the public hearing to express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments 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.

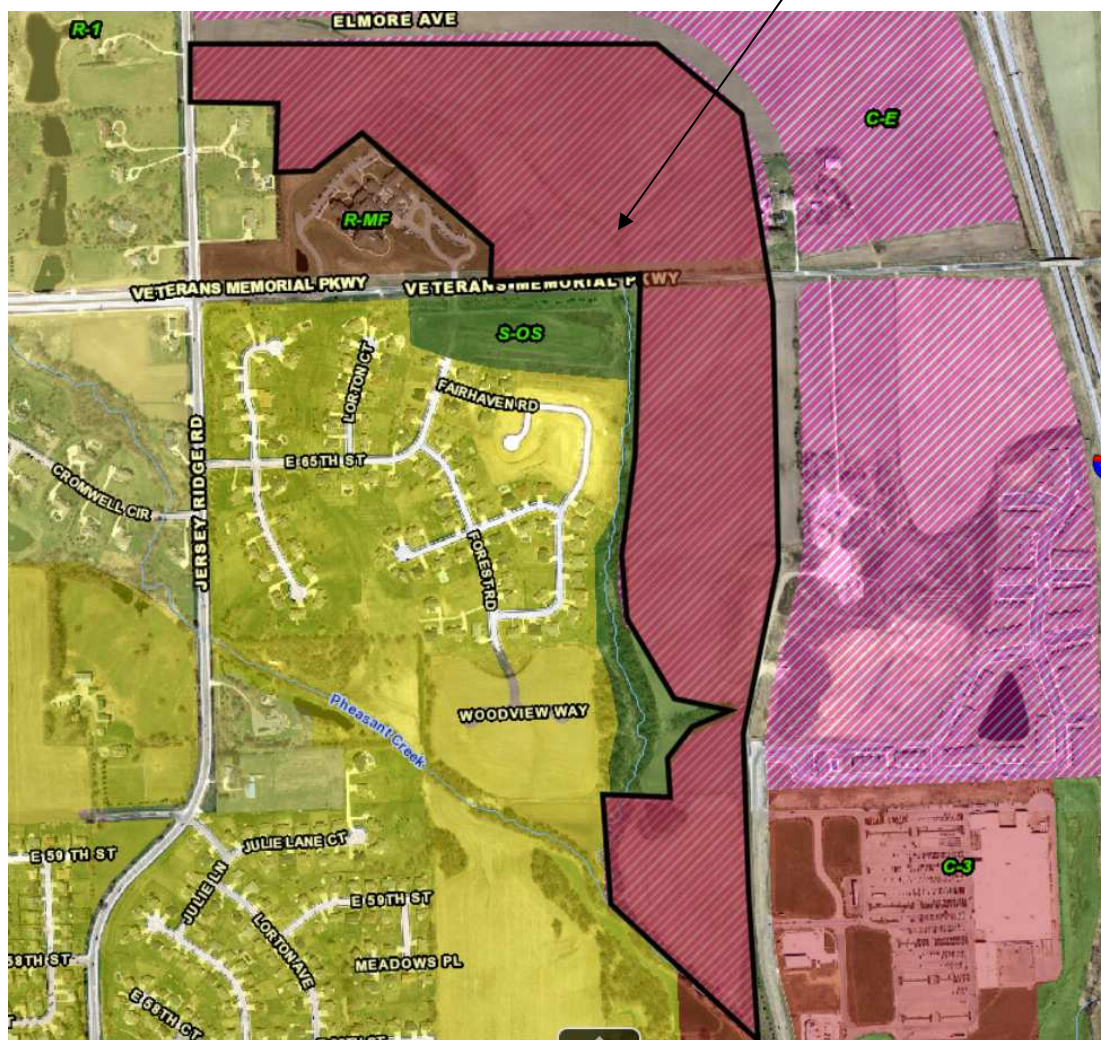
Please let me know if you have further questions.

Sincerely,



Matthew G. Flynn, AICP
Senior Planning Manager/Zoning Administrator
563-888-2286, matt.flynn@ci.davenport.ia.us

Area Proposed for Reduced Building Height Limit



Customer Ad Proof

60067429 CITY OF DAVENPORT - LEGALS

Order Nbr 53348

Publication	Quad-City Times		
Contact	CITY OF DAVENPORT - LEGALS	PO Number	2003280
Address 1	226 W 4TH ST	Rate	Legal
Address 2		Order Price	45.76
City St Zip	DAVENPORT IA 52801	Amount Paid	0.00
Phone	5638882074	Amount Due	45.76
Fax	5633286742		
Section	Notices & Legals	Start/End Dates	10/07/2019 - 10/07/2019
SubSection		Insertions	1
Category	2627 Miscellaneous Notices	Size	88
Ad Key	53348-1	Salesperson(s)	Obits Legals O10
Keywords	NOTICE PUBLIC HEARING WEDNESDA	Taken By	Molly Cox
Notes			
Ad Proof			

**NOTICE
PUBLIC HEARING
WEDNESDAY, OCTOBER 16, 2019 -
5:30 P.M.
CITY OF DAVENPORT COMMITTEE OF
THE WHOLE
COUNCIL CHAMBERS - DAVENPORT
CITY HALL
226 WEST 4th STREET - DAVENPORT,
IOWA**

There is on file in the Community Planning and Economic Development Department (CPED), on behalf of the Plan and Zoning Commission, the two requests:

Case ORD19-03: Request of the City of Davenport to amend Title 17 of the Davenport Municipal Code, entitled, "Zoning", by amending "Table 17.05-05, C-E District Dimensional Standards" reducing the maximum building height allowed. Specifically reducing the maximum height from 120 feet to 55 feet in the area of the C-E District west and south of Elmore Avenue. [Ward 5].

At its October 1, 2019 meeting, the Plan and Zoning Commission recommended approval of the amendment.

Case REZ19-10: Request of Larry Whitty on behalf of KJTLJ, LLC for a zoning map amendment on .73 acres, more or less, of property bound by West Locust Street on the north, Ripley Street on the west, West 18th Street on the south and a public alley on the east from R-4C Single-Family and Two-Family Residential Zoning District to C-1, Neighborhood Commercial District. [Ward 4]

The Legal Description for the above-reference property is as follows:

325 W LOCUST MCINTOSH'S 2ND ADD
Lot: 004 Block: 011 MCINTOSH'S 2ND
ADD W1/3

315 W LOCUST MCINTOSH'S 2ND ADD
Lot: 004 Block: 011 MCINTOSH'S 2ND
ADDE/3 OF LOT 4 (EXC PT TO CITY)

1801 RIPLEY ST. MCINTOSH'S 2ND
ADD Lot: 006 Block: 011 MCINTOSH'S
2ND ADD W95' OF S 1/2 OF

1807 RIPLEY ST. MCINTOSH'S 2ND
ADD Lot: 006 Block: 011 MCINTOSH'S
2ND ADD N1/2 OF W 95' OF

321 W Locust MCINTOSH'S 2ND ADD
Lot: 004 Block: 011 MCINTOSH'S 2ND
ADD W1/2 OF E 2/3 OF LOT (EXC PT TO
CITY)

1809 RIPLEY ST. MCINTOSH'S 2ND
ADD Lot: 005 Block: 011 MCINTOSH'S
2ND ADD

316 W 18th St. MCINTOSH'S 2ND ADD
Lot: 006 Block: 011 MCINTOSH'S 2ND
ADD E51' M/L

At its October 1, 2019 meeting, the Plan and Zoning Commission recommended approval of the request.

The public hearing on the above matters are scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, October 16, 2019 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Any written comments 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). PO No. 2003280

Department of Community Planning & Economic Development
E-MAIL: planning@ci.davenport.ia.us
PHONE: 563-326-7765

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Ryan Rusnak 563-888-2022

Wards:

Action / Date

10/16/2019

Subject:

Second Consideration: Ordinance for case REZ19-10 being the request of Larry Whitty on behalf of KJTLJ, LLC to rezone .73 acres, more or less, of property located at the southeast corner of W Locust St and Ripley St from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]

Recommendation:

Adopt the Ordinance.

Background:

Plan and Zoning Commission report:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation: Residential General (RG) – Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

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

Zoning:

The property is currently zoned R-4C - Single-Family and Two-Family Central Residential Zoning District.

Technical Review:

Streets.

The property located at the southeast corner of W Locust St and Ripley St.

Storm Water.

Development of the property will need to comply with the City's stormwater requirements.

Sanitary Sewer.

There is sanitary sewer adjacent to the property.

Other Utilities.

Other normal utility services are available.

Public Input:

Letters were be sent to property owners within 200 feet of the proposed request notifying them of the August 29, 2019 neighborhood meeting and the September 3, 2019 Plan and Zoning Commission Public Hearing.

A few stakeholders attended the neighborhood meeting. The concern was raised about introducing C-2 Corridor Commercial District to the property, as opposed to C-1 Neighborhood Commercial District. At the September 3, 2019 public hearing, a few stakeholders voiced an objection to the C-2 District and that the C-1 District would be more appropriate. The Public Hearing was tabled to the September 17, 2019 meeting as the petitioner was not present.

At the September 17, 2019 Public Hearing, the petitioner expressed that potential commercial users were more in favor of the C-2 Corridor Commercial District than the C-1 Neighborhood Commercial District. The specific C-2 use was not articulated.

The petitioner amended the request from C-2 Corridor Commercial Zoning District to C-1 Neighborhood Commercial Zoning District on 9/30/2019.

Discussion:

The petitioner is requesting a rezoning to C-1 Neighborhood Commercial Zoning District to facilitate development of the property. No specific use has been identified.

Section 17.14.040 of the Davenport City Code, entitled *Zoning and Text Amendments*, provides the process for a Zoning Map amendment.

Analysis of Section 17.14.040.E of the Davenport City Code, entitled *Approval Standards* (**staff analysis in bold**).

E. Approval Standards

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

1. Approval Standards for Map Amendments

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

The Davenport 2035 Residential General (RG) Future Land Use Designation reads: *Neighborhoods are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner*

stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

It is staff's opinion that W Locust St is an edge where higher intensity may be considered. Higher intensity contemplates commercial development. If only residential development were contemplated along an edge, the language would read, "higher density may be considered".

It is staff's opinion that the C-1 Zoning District would be compatible with the Comprehensive Plan.

b. The compatibility with the zoning of nearby property.

The predominant commercial zoning in the area is the C-1 Neighborhood Commercial Zoning District. The exceptions are the two C-2 Corridor Commercial Zoning District properties (Aldi and Walgreens). Staff considers these "bigger box" uses. See Zoning Map on the next page.

The C-1 Neighborhood Commercial Zoning District facilitates traditional neighborhood development. C-1 requires "build-to zones", which compels buildings to be closer to the street. While this may be challenge adjacent to W 18th St, building up to W Locust St and Ripley St would be preferential from a traditional neighborhood development standpoint. The subject property is located within the Hilltop Campus Village, a designated Main Street Iowa urban district. The Director of the Hilltop Campus Village District has expressed that the C-1 District would be compatible with the "Main Street" development pattern in the district. Chapter 17.05 of the Davenport City Code, entitled Commercial Districts is included in the background material. This articulates the intent of the C-1 District and dimensional and design standards for the District.

It is staff opinion that the C-1 Zoning District would be compatible with the zoning of nearby property.



c. The compatibility with established neighborhood character.

While W Locust St is an arterial roadway, there are a variety of zoning districts and uses along the corridor including commercial, institutional, and residential. The character of the commercial properties is smaller in scale. Notably, residential zoning and uses are in close approximately to the property.

It is staff opinion that the C-1 Zoning District would be compatible with the established neighborhood character.

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

Residential development is in close proximity to the subject property. The C-1 Neighborhood Commercial Zoning District would facilitate traditional neighborhood development, which would be more compatible with the "Main Street" development pattern in the district.

It is staff's opinion that the C-1 Zoning District would promote the public health, safety, and welfare of the City.

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

The property is currently zoned R-4C Single-Family and Two-Family Residential Zoning District. It is staff's opinion that higher intensity use would be appropriate in this location because it is oriented toward the W Locust St Corridor.

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

The existing homes on the property have been demolished. Staff would ensure that any development would achieve consistency with use, dimensional and

design standards articulated in the Zoning Ordinance.

Plan and Zoning Commission Recommendation:

Findings:

1. The C-1 Neighborhood Commercial Zoning District would facilitate traditional neighborhood development, which would be more compatible with the "Main Street" development pattern in the district; and
2. The proposed zoning map amendment would achieve consistency with approval standards enumerated in Section 17.14.040E.1 (A-F) of the Davenport City Code.

The Plan and Zoning Commission accepted the listed findings forwards Case REZ19-10 to the City Council with a recommendation for approval.

The Plan and Zoning Commission was 7 yes, 0 no and 0 abstention.

ATTACHMENTS:

Type	Description
▢ Backup Material	Ordinance
▢ Backup Material	City Council Public Hearing Notice
▢ Backup Material	Amend Zoning Application to C-1
▢ Backup Material	Zoning Use Matrix
▢ Backup Material	Chapter 17.05 - Commercial Districts
▢ Backup Material	Zoning Map
▢ Backup Material	Land Use Map
▢ Backup Material	Neighborhood Meeting Notice, Public Hearing Notice and Notification List

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/10/2019 - 11:27 AM
Community Development Committee	Berger, Bruce	Approved	10/10/2019 - 11:30 AM
City Clerk	Admin, Default	Approved	10/10/2019 - 1:46 PM

ORDINANCE NO. 2019-

ORDINANCE for case REZ19-10 being the request of Larry Whitty of behalf of KJTLJ, LLC to rezone .73 acres, more or less, of property located at the southeast corner of West Locust Street and Ripley Street from R-4C Single-Family and Two-Family Central Residential Zoning District to C-1 Neighborhood Commercial Zoning District. [Ward 4]

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

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

The property has the following legal description:

Part of the Northeast Quarter of Section 26, Township 78 North, Range 3 East of the 5th P.M., Davenport, Scott County, Iowa, being more particular described as follows:

The west 1/3 of Lot 4, Block 11 of James McIntosh's 2nd Addition, together with west ½ of the east 2/3 of Lot 4, Block 11 of James McIntosh's 2nd Addition, except portion deed to the City of Davenport, together with the east 1/3 of Lot 4, Block 11 of James McIntosh's 2nd Addition, except portion deed to the City of Davenport, together with Lot 5, Block 11 of James McIntosh's 2nd Addition, together with the north ½ of the west 95 feet of Lot 6, Block 11 of James McIntosh's 2nd Addition, together with the west 95 feet of the south ½ of Lot 6, Block 11 of James McIntosh's 2nd Addition and together with the east 51 feet of Lot 6, Block 11 of James McIntosh's 2nd Addition,

Said properties contain 32,000 square feet, more or less.

Section 2. The Plan and Zoning Commission considered case REZ19-10 at its October 1, 2019 meeting and voted to forward the request to City Council with a recommendation for approval.

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:

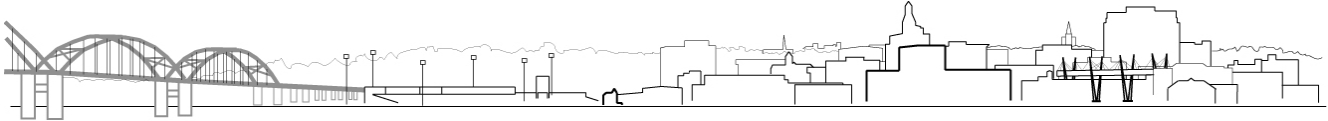
Approved:

Frank Klipsch, Mayor

Attest: _____
Brian Krup, Deputy City Clerk

Published in the *Quad City Times* on _____

**PUBLIC HEARING NOTICE
CITY COUNCIL
CITY OF DAVENPORT**



10/7/2019

Public Hearing Details:

Date: 10/16/2019 Ward: **4th**
Time: 5:30 PM
Location: Rezoning: Southeast corner of West Locust Street and Ripley Street (see map on the back side)
Subject: Public hearing to rezone property before the City Council.
Case #: REZ19-10

To: All property owners within 200 feet of the subject property.

What is this All About?

This notice is being sent to inform you that a public hearing will be held for a request to rezone property at southeast corner of West Locust Street and Ripley Street. The purpose of the request is to facilitate commercial development.

Request Description:

Case REZ19-10: Request of Larry Whitty on behalf of KJTLJ, LLC for a zoning map amendment on .73 acres, more or less, of property bound by West Locust Street on the north, Ripley Street on the west, West 18th Street on the south and a public alley on the east from R-4C Single-Family and Two-Family Residential Zoning District to C-1 Neighborhood Commercial District. [Ward 4]

The Plan and Zoning Commission considered the case at its October 1, 2019 meeting and voted to forward Case REZ19-10 to the City Council with a recommendation for approval.

The Commission vote was 7 yes, 0 no and 0 abstention.

What are the Next Steps after the Public Hearing?

The 10/16/2019 public hearing is the first step in the review/approval process by the City Council. For the specific dates and times of subsequent meetings, please contact the case planner listed below.

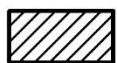
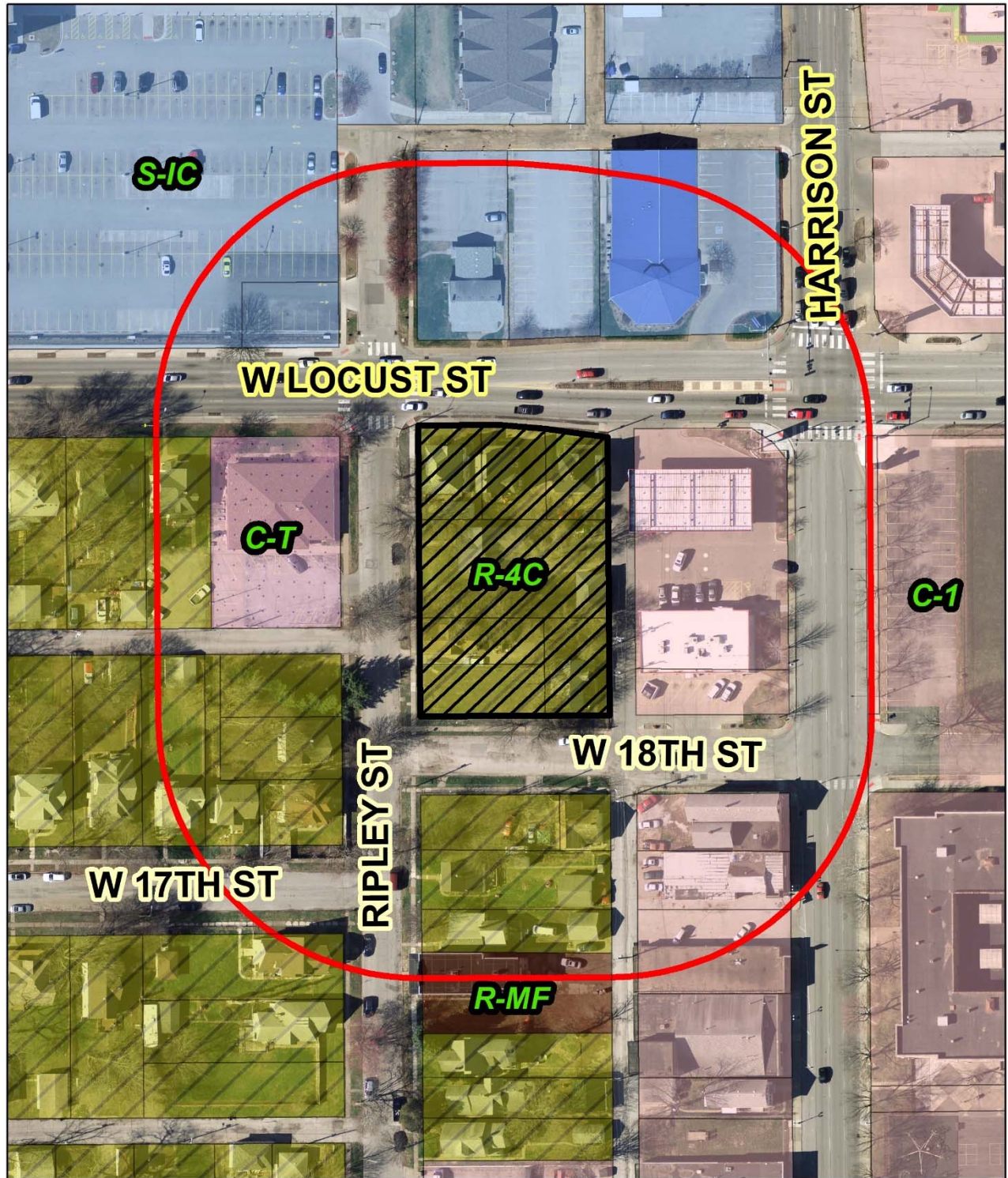
Would You Like to Submit an Official Comment?

As a neighboring property owner, you may have an interest in commenting on the proposed request either in writing/email or in person at the public hearing. If you intend to send in written comments, it is appreciated if those comments could be received by Community Planning no later than 12:00 PM *one day before* the public hearing. Send comments to planning@ci.davenport.ia.us or CPED, 226 W 4th St, Davenport IA 52801.

Do You Have Any Questions?

If you have any questions on this request, or if you need accommodations for any reason, please contact Ryan Rusnak, AICP, the case planner assigned to this project at rrusnak@ci.davenport.ia.us or 563-888-2022. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note that items may be removed from the agenda or tabled to a future hearing date at the request of the Petitioner. If you are interested in the current schedule and outcome of this case, please contact the Community Planning Office at 563-326-7765 or planning@ci.davenport.ia.us for updates.



Subject Property



200 Foot Notification Radius



Rusnak, Ryan

From: Larry J Whitty <ljwt60@icloud.com>
Sent: Monday, September 30, 2019 3:45 PM
To: Rusnak, Ryan
Subject: Rezoning request to C1

Ryan,
If able please modify our request to reflect a C1 rezoning for tomorrow nights' consideration.

Peace

Larry Whitty

563-650-4691

From: Ryan Rusnak <rrusnak@ci.davenport.ia.us>
Date: Monday, September 30, 2019 at 8:43 AM
To: Larry Whitty <larryw@happyjoes.com>
Subject: Rezoning request

Larry,

Please recall that the Commission will vote to recommend on your request tomorrow night. The meeting is at City Hall and beings at 5:00 pm.

Based on the requested C-2, staff is recommending that the Plan and Zoning Commission recommend denial of the request.

The City Ordinance specifies that the Plan and Zoning Commission recommend approval, approval with conditions or denial of the application.

Staff would be in favor of C-1 zoning. I anticipate the Commission would as well.

I am around today if you want to chat.

Ryan Rusnak, AICP
Planner III
Community Planning
City of Davenport
226 West 4th Street
Davenport, Iowa 52801
PH: 563-888-2022

TABLE 17.08-1: USE MATRIX																						
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Adult Use															S	S					Sec. 17.08.030.A	
Agriculture																		P				
Amusement Facility - Indoor									P	P		P	P	P	P		P					
Amusement Facility - Outdoor										S				S	P		S					
Animal Care Facility – Large Animal																		P				
Animal Care Facility – Small Animal							S	S	P	P		S	S	P	P		P	P			Sec. 17.08.030.B	
Animal Breeder																		P			Sec. 17.08.030.B	
Art Gallery							P	P	P	P		P	P	P			P					
Arts and Fitness Studio							P	P	P	P		P	P	P			P					
Bar								S	P	P		P	P	P			P					
Bed and Breakfast	P	P	S	S	S													P			Sec. 17.08.030.C	
Billboard									P	P					P	P					Sec. 17.08.030.D	
Body Modification Establishment								P	P	P		P		P			P					
Broadcasting Facility TV/Radio								P	P	P	P	P	P	P	P	P	P			P		
Campground																		S	P		Sec. 17.08.030.E	
Car Wash									P	P				S			P				Sec. 17.08.030.F	
Casino														P								
Cemetery																			P			
Children's Home					P				P	P				P			S			P	Sec. 17.08.030.G	
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Community Center	P	P	P	P	P		P	P	P	P		P	P	P			P	P	P	P		
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	Sec. 17.08.030.H	
Conservation Area																		P	P			
Country Club																			P			
Cultural Facility							P	P	P	P		P	P	P			P		P	P		
Day Care Center					P		P	P	P	P	P	P	P	P			P			P	Sec. 17.08.030.I	
Day Care Home	P	P	P	P	P													P			Sec. 17.08.030.I	
Drive-Through Facility								S	P	P		S		P			P				Sec. 17.08.030.J	
Drug/Alcohol Treatment Facility, Residential									S	S				S			S			S	Sec. 17.08.030.K	
Drug Treatment Clinic									S	S				S			S			S	Sec. 17.08.030.K	
Domestic Violence Shelter					P			P	P	P				P			P			P	Sec. 17.08.030.G	
Dwelling – Accessory Dwelling Unit	P	P	P	P																	Sec. 17.08.030.L	
Dwelling – Manufactured Home						P												S			Sec. 17.08.030.M	

TABLE 17.08-1: USE MATRIX																					
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Dwelling - Multi-Family					P		P	P	P	P		P	P	P			P				Sec. 17.08.030.N
Dwelling - Townhouse					P		P	P	P	P		P	P	P			P				Sec. 17.08.030.O
Dwelling - Single-Family	P	P	P	P			P	P	P				P								Sec. 17.08.030.O
Dwelling - Single-Family Semi-Detached		P	P	P	P		P	P	P				P								Sec. 17.08.030.O
Dwelling - Two-Family (New Construction)			P	P	P		P	P	P				P								Sec. 17.08.030.O
Dwelling - Two-Family (Conversion)			S	S	P		P	P	P				P								Sec. 17.08.030.O
Educational Facility - Primary or Secondary	P	P	P	P	P															P	
Educational Facility - University or College										P	P	P		P						P	
Educational Facility - Vocational							S	S	S	P	P	P	S	P	P	P	P			P	
Equine, Keeping of/Equestrian Facility	P																	P			Sec. 17.08.030.P
Fairground																		S	S	P	
Financial Institution							P	P	P	P	P	P	P	P			P				
Financial Institution, Alternative									S	S				S			P				Sec. 17.08.030.Q
Food Bank															P		P				
Food Pantry									P	S				S			S				
Funeral Home							S	S	S	P				P			P				
Gas Station								S	P	P				P	P	P	P				Sec. 17.08.030.R
Golf Course/Driving Range																			P		
Government Office/Facility							P	P	P	P	P	P	P	P	P	P	P		P	P	
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Greenhouse/Nursery - Retail										P				P			P	S			
Group Home	P	P	P	P	P																Sec. 17.08.030.S
Halfway House									S	S				S			S			S	Sec. 17.08.030.K
Healthcare Institution																				P	
Heavy Rental and Service															P		P				
Heavy Retail										S				S	P		P				
Homeless Shelter									S	S				S			S			S	Sec. 17.08.030.K
Hotel									P	P	P	P	S	P			P				
Industrial - General																P					
Industrial - Light											P				P	P	P				
Industrial Design								P	P	P	P	P		P	P	P	P				
Live Performance Venue										P		P	P	P			P				

TABLE 17.08-1: USE MATRIX																						
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Lodge/Meeting Hall	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P			Sec. 17.08.030.T	
Manufactured Home Park						P																
Medical/Dental Office							P	P	P	P	P	P	P	P			P			P		
Micro-Brewery/Distillery/Winery									P	P		P	P	P	P		P					
Neighborhood Commercial Establishment		S	S	S	S																Sec. 17.08.030.U	
Office							P	P	P	P	P	P	P	P	P	P	P			P		
Outdoor Dining								P	P	P	P	P	P	P			P				Sec. 17.08.030.V	
Parking Lot (Principal Use)								S	S	S	S	S	S	S	P		S			P	Chapter 17.10	
Parking Structure (Principal Use)								S	S	P	P	S	S	P			P			P	Chapter 17.10	
Personal Service Establishment							P	P	P	P	P	P	P	P	P		P			P		
Place of Worship	P	P	P	P	P		S	S	P	P		P	P	P				P		P		
Private Recreation Facility								P	P	P		P	P	P			P			P		
Public Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P		
Public Safety Facility					P		P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Public Works Facility											P				P	P	P	P		P		
Reception Facility	S	S	S	S				S	S	P		S	S	P			P	S			Sec. 17.08.030.W	
Recreational Vehicle (RV) Park																		S	S		Sec. 17.08.030.E	
Research and Development											P				P	P	P			P		
Residential Care Facility					P				P	P				P						P	Sec. 17.08.030.X	
Restaurant								P	P	P	P	P	P	P	P	P	P		P	P		
Retail Goods Establishment							P	P	P	P	P	P	P	P	P	P	P			P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD	
Retail Alcohol Sales									P	P		S		P	P		P					
Retail Sales of Fireworks															P	P					Sec. 17.08.030.Y	
Salvage Yard																S						
Self-Storage Facility: Enclosed									S	P	P			P	P	P	P				Sec. 17.08.030.Z	
Self-Storage Facility: Outdoor										S					P	P	S				Sec. 17.08.030.Z	
Social Service Center									P	P				P			P			P		
Solar Farm											P				P	P		S		P	Sec. 17.08.030.AA	
Specialty Food Service								P	P	P		P	P	P	P		P					
Storage Yard - Outdoor															P	P					Sec. 17.08.030.BB	
Truck Stop															P	P						
Vehicle Dealership – Enclosed										P	S	P		P	S		P					

TABLE 17.08-1: USE MATRIX																					
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Vehicle Dealership – With Outdoor Storage/Display										S				S	S		P				
Vehicle Operation Facility															P	P				P	
Vehicle Rental – Enclosed										P	S	P		P	S		P				
Vehicle Rental – With Outdoor Storage/Display										S				S	S		P				
Vehicle Repair/Service– Major															P	P	S				Sec. 17.08.030.CC
Vehicle Repair/Service – Minor								S	P	P				P	P	P	S				Sec. 17.08.030.CC
Warehouse															P	P					
Wholesale Establishment															P	P	S				
Wind Energy System											S				S	S		S		S	Sec. 17.08.030.DD
Wine Bar								S	P	P		P	P	P			P				
Winery																		S			
Wireless Telecommunications	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.EE
Wireless Telecommunications – Stealth Design Antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.EE
Wireless Telecommunications – DAS Co-Location	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.EE
Wireless Telecommunications – DAS New Pole	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.EE
TEMPORARY USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	S-AG	S-OS	S-IC	USE STANDARD
Farmers' Market					T		T	T	T	T	T	T	T	T			T	T	T	T	Sec. 17.08.040.A
Real Estate Project Sales Office/Model Unit	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T	T			T	Sec. 17.08.040.B
Temporary Cell On Wheels (COW)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.C
Temporary Contractor Office and Contractor Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.D
Temporary Outdoor Entertainment	T	T	T	T	T		T	T	T	T	T	T	T	T	T		T	T	T	T	Sec. 17.08.040.E
Temporary Outdoor Sales (No Fireworks Stand)	T	T	T	T	T		T	T	T	T	T	T	T	T	T		T	T		T	Sec. 17.08.040.F
Temporary Outdoor Sales - Fireworks Stand Only															T	T					Sec. 17.08.040.G
Temporary Outdoor Storage Container	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.H

CHAPTER 17.05. COMMERCIAL DISTRICTS

Section 17.05.010	Purpose Statements
Section 17.05.020	Uses
Section 17.05.030	Dimensional Standards
Section 17.05.040	Design Standards
Section 17.05.050	C-D District Standards
Section 17.05.060	C-V District Standards
Section 17.05.070	C-E District Standards
Section 17.05.080	General Standards of Applicability

Section 17.05.010 Purpose Statements

A. C-T Commercial Transitional Zoning District

The C-T Commercial Transitional Zoning District is intended to accommodate low intensity limited office, service, and retail uses that may serve as a transition between residential areas and more intensely developed commercial or light industrial areas of the City. Low intensity mixed-use is allowed.

B. C-1 Neighborhood Commercial Zoning District

The C-1 Neighborhood Commercial Zoning District is intended to provide for commercial uses that predominantly serve the needs of nearby residential neighborhoods, and that are compatible in scale and character with the surrounding residential area. Low intensity mixed-use is encouraged.

C. C-2 Corridor Commercial Zoning District

The C-2 Corridor Commercial Zoning District is intended to address the commercial corridors that are primarily oriented toward a mix of retail, personal service, and office uses along arterial streets and collector streets adjacent to arterials streets in the City. The C-2 District accommodates auto-oriented development – both individual businesses and retail centers – and mixed-use development, with the intent of improving the pedestrian environment along Davenport's commercial corridors.

D. C-3 General Commercial Zoning District

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

E. C-OP Commercial Office Park Zoning District

The C-OP Commercial Office Park Zoning District is intended to accommodate larger office developments, office parks, and research and development facilities, which may include limited indoor light industrial uses with no outside impacts. The district is oriented toward larger-scale complexes that may include ancillary services for employees such as personal services, restaurants, and retail establishments. District standards are intended to guide the development of campus-like environments, and include provisions for orientation of structures around plazas or public spaces, and the creation of a cohesive appearance.

F. C-D Downtown Zoning District

The C-D Downtown Zoning District is intended to accommodate the unique development environment of downtown Davenport. The District is intended to reinforce and enhance the existing character of downtown as a point of regional focus, a destination for culture, sports, and entertainment, and a vibrant, pedestrian-friendly mixed-use environment.

G. C-V Village of East Davenport Zoning District

The C-V Village of East Davenport Zoning District is intended to preserve and enhance the smaller-scale, historic character of the Village of East Davenport, and to ensure future development is compatible with the unique historic and architectural character of the area.

H. C-E Elmore Corners Zoning District

The C-E Elmore Corners Zoning District is intended to implement the vision contained in the Elmore Corners Area Plan through the application of site and building design standards that ensure quality, compatible, and coordinated development within the area.

Section 17.05.020 Uses

A. Chapter 17.08 lists permitted, special, and temporary uses for the commercial districts.

B. In the C-V District, only 35% of a blockface can be in the use “bar.” This is calculated as a percentage of the number of buildings along a blockface. Where a structure maintains an outdoor seating area, such seating area is counted as part of the building.

Section 17.05.030 Dimensional Standards

A. Table 17.05-1: Commercial Districts Dimensional Standards establishes the dimensional standards for the commercial districts, with the exception of the C-D, C-V, and C-E Districts. The dimensional standards for development in the C-D, C-V, and C-E Districts are found in Sections 17.05.050, 17.05.060, and 17.05.070 respectively, below. These regulations apply to all uses within each district unless a different standard is listed for a specific use.

B. In the C-T District, new non-residential development is limited to the maximum gross floor area indicated in Table 17.05-1. Any structures existing as of the effective date of this Ordinance are exempt from this limitation. Additional gross floor area may be permitted if, during site plan review, it is found that the development meets the following standards:

1. The development maintains the privacy of adjacent residential lots through techniques such as decreased height, additional landscape and screening measures, building massing and design to mitigate adverse impacts of noise and lighting, and increased setbacks above those required from adjacent residential lots.
2. Building design elements incorporate pedestrian-scale features, such as awnings and storefront windows.
3. The design of the site's circulation system provides adequate and safe access for both motor vehicles and alternate modes of transportation, including pedestrians and bicyclists. The design minimizes potentially dangerous traffic movements and points of conflict between vehicles and pedestrians or bicyclists.

C. See Section 17.02.040 for measurement methodologies.

Table 17.05-1: Commercial Districts Dimensional Standards					
	C-T	C-1	C-2	C-3	C-OP
Bulk					
Minimum Lot Area	10,000sf	None	None	20,000sf	20,000sf
Minimum Lot Width	60'	None	None	80'	70'
Maximum Gross Floor Area of Nonresidential	5,000sf unless meeting the standards of Section 17.05.030.B	None	None	None	None
Maximum Building Height	35'	45'	45'	Nonresidential: 55' Mixed-Use: 75'	45'
Setbacks					
Minimum Front Setback	Build-to zone of 0' to 20'	Build-to zone of 0' to 15'	None	25'	20'
Front Setback Build-To Percentage	70%	70%	None	None	None
Minimum Interior Side Setback	None, unless abutting a residential district then 20'	None, unless abutting a residential district then 10'	None, unless abutting a residential district then 10'	10', unless abutting a residential district then 20'	15'
Minimum Corner Side Setback	Build-to zone of 0' to 15'	Build-to zone of 0' to 10'	10'	20'	Build-to zone of 0' to 20'
Corner Side Setback Build-To Percentage	60%	60%	None	None	60%
Minimum Rear Setback	15', unless abutting a residential district then 25' or 20% of lot depth, whichever is less	None, unless abutting a residential district then 15' or 20% of lot depth, whichever is less	None, unless abutting a residential district then 15'	10', unless abutting a residential district then 25'	25'

Section 17.05.040 Design Standards

The following design standards apply to new construction, substantial repair or rehabilitation of the exterior façade of an existing structure meant to remedy damage or deterioration, and additions to an existing structure in the commercial districts, with the exception of the C-D, C-V, and C-E Districts. Design standards for development in the C-D, C-V, and C-E Districts are found in Sections 17.05.050, 17.05.060, and 17.05.070 respectively, below. Only those standards that relate to the specific repair, rehabilitation action, or addition apply. These standards do not apply to interior remodeling.

A. Commercial Districts Design Standards

Table 17.05-2: Commercial Districts Design Standards establishes the design standards for the commercial districts. In the table, a “•” indicates that the standard is applicable in the district indicated. The absence of a “•” indicates that the standard does not apply to the district.

Table 17.05-2: Commercial Districts Design Standards					
	C-T	C-1	C-2	C-3	C-OP
Façade Design					
Building façades that face a public right-of-way, excluding alleys, must not contain blank wall areas that exceed 40 linear feet, measured parallel to the street.	•	•	•	•	
Building façades in excess of 100 linear feet that face a public right-of-way, excluding alleys, must include a repeating pattern with no less than two of the following elements: color change, texture change, building material change, or a wall articulation change of no less than 2 feet in depth or projection, such as a reveal, pilaster, or projecting rib. All elements must repeat at intervals of no more than 40 linear feet.	•	•	•	•	
Buildings with façades over 150 feet in length must incorporate wall projections or recesses, or changes in wall plane a minimum of two feet in depth a maximum of every 75 linear feet.					•
All buildings must have a public entrance from the sidewalk along the primary building frontage. Public entrances must be visually distinctive from the remaining portions of the façade.	•	•	•	•	
Building materials and visual elements used on the façade of the primary building frontage must continue on all building façades that face a public right-of-way (excluding alleys) and/or the lot line of a residential district.	•	•	•	•	
Large expanses of highly reflective wall surface material and mirror glass on exterior walls are prohibited.	•	•	•	•	•
Fenestration Design					
The ground floor of a façade facing a public right-of-way (excluding alleys) must maintain a minimum transparency of 50%, measured between two and ten feet in height from grade.		•	•		
The ground floor of a façade facing a public right-of-way (excluding alleys) must maintain a minimum transparency of 35%, measured between two and ten feet in height.				•	
Upper floors of a façade facing a public right-of-way (excluding alleys) must maintain a minimum transparency of 15% of the wall area of the story.	•	•	•		
Roof Design					
Rooflines over 100 linear feet in building length must contain variation, and incorporate a major focal point feature, such as a dormer, gable, or projected wall feature. An element of variegation on the roofline must occur at intervals of no more than 75 linear feet.	•	•	•	•	
Parapet walls must feature three-dimensional cornice treatments or other shadow-creating details along their tops to provide visual interest.	•	•	•	•	
Any roof that is visible from a public right-of-way must be shingle or colored standing seam metal roofing.	•	•	•	•	
Green roof, blue roof, and white roof designs are encouraged.	•	•	•	•	•
Reflective roof surfaces that produce glare are prohibited, except for solar panels or white roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	•	•	•	•	•
Entrance Design					
Public entrances and primary building elevations must be oriented toward a public street. Main entrances to the buildings must be well defined.					•
Entries to office or guest facilities must address the street, with direct access to office or guest facilities from street frontages and parking areas.					•

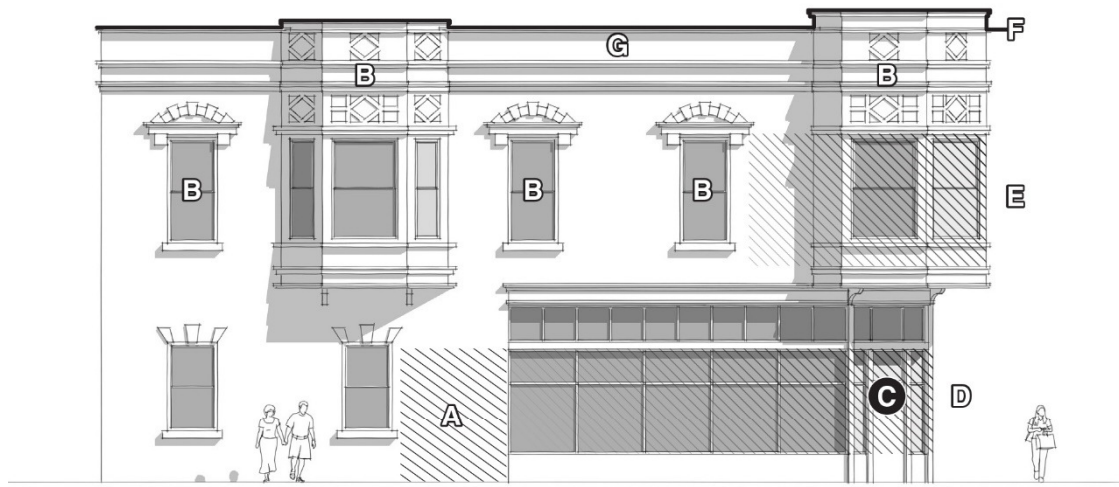
Table 17.05-2: Commercial Districts Design Standards					
	C-T	C-1	C-2	C-3	C-OP
Multi-Tenant Commercial Center and Office Park Site Design					
Sites must be designed to ensure safe pedestrian access to the commercial center from the public right-of-way, and safe pedestrian circulation within the development.		•	•	•	
A cohesive character must be established through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.		•	•	•	
Commercial centers may provide definition along the street frontage by locating part of the center or outlot buildings within 0' to 25' of the front lot line. The center or any outlot buildings may be placed within a required setback to comply with this standard.				•	
In multi-building complexes, a distinct visual link must be established between various buildings through the use of architectural features or site design elements such as courtyards, plazas, landscape, and walkways to unify the project.					•
Developments should provide a pedestrian link to adjacent commercial uses to provide safe pedestrian access between the site and commercial uses outside the development.					•

B. Building Material Restrictions

In commercial districts (excluding the C-D, C-V, and C-E Districts), the following building materials are prohibited on any façade facing a public right-of-way (excluding alleys) or any façade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the façade, or as part of the exterior construction that is not used as a surface finish material.

1. Plain concrete block
2. Corrugated metal
3. Aluminum, steel or other metal sidings (does not apply to C-1 and C-2 Districts)
4. Exposed aggregate (rough finish) concrete wall panels
5. T-111 composite plywood siding
6. Plastic
7. Vinyl

C-1 DISTRICT DESIGN STANDARDS



- | | |
|--|--|
| <p>A. Blank wall area 40 linear feet or less, measured parallel to the street</p> <p>B. Repeating pattern of two elements at an interval of no more than 40 linear feet</p> <p>C. A visually distinct public entrance from the sidewalk along the primary building frontage</p> <p>D. First floor transparency of 50% measured between two and ten feet in height from grade</p> | <p>E. Upper floor transparency of 15% of the wall area of the story</p> <p>F. 100-foot roofline with variations occurring at intervals of no more than 75 linear feet</p> <p>G. Parapet walls with three-dimensional cornice treatments or other shadow-creating details</p> |
|--|--|

C-2 DISTRICT DESIGN STANDARDS



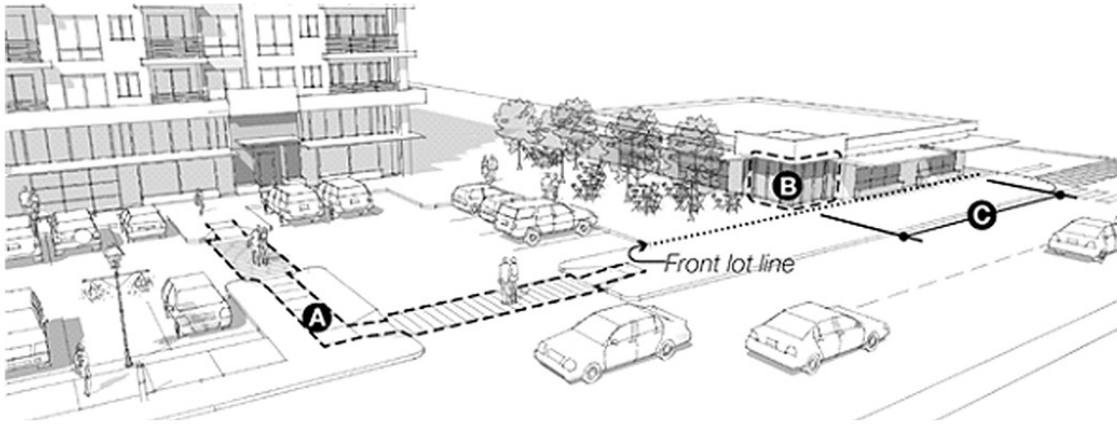
- A. Blank wall area 40 linear feet or less, measured parallel to the street
- B. Repeating pattern of two elements at an interval of no more than 40 linear feet
- C. A visually distinct public entrance from the sidewalk along the primary building frontage
- D. First floor transparency of 50% measured between two and ten feet in height from grade
- E. Upper floor transparency of 15% of the wall area of the story
- F. 100-foot roofline with variations occurring at intervals of no more than 75 linear feet
- G. Parapet walls with three-dimensional cornice treatments or other shadow-creating details

C-3 DISTRICT DESIGN STANDARDS



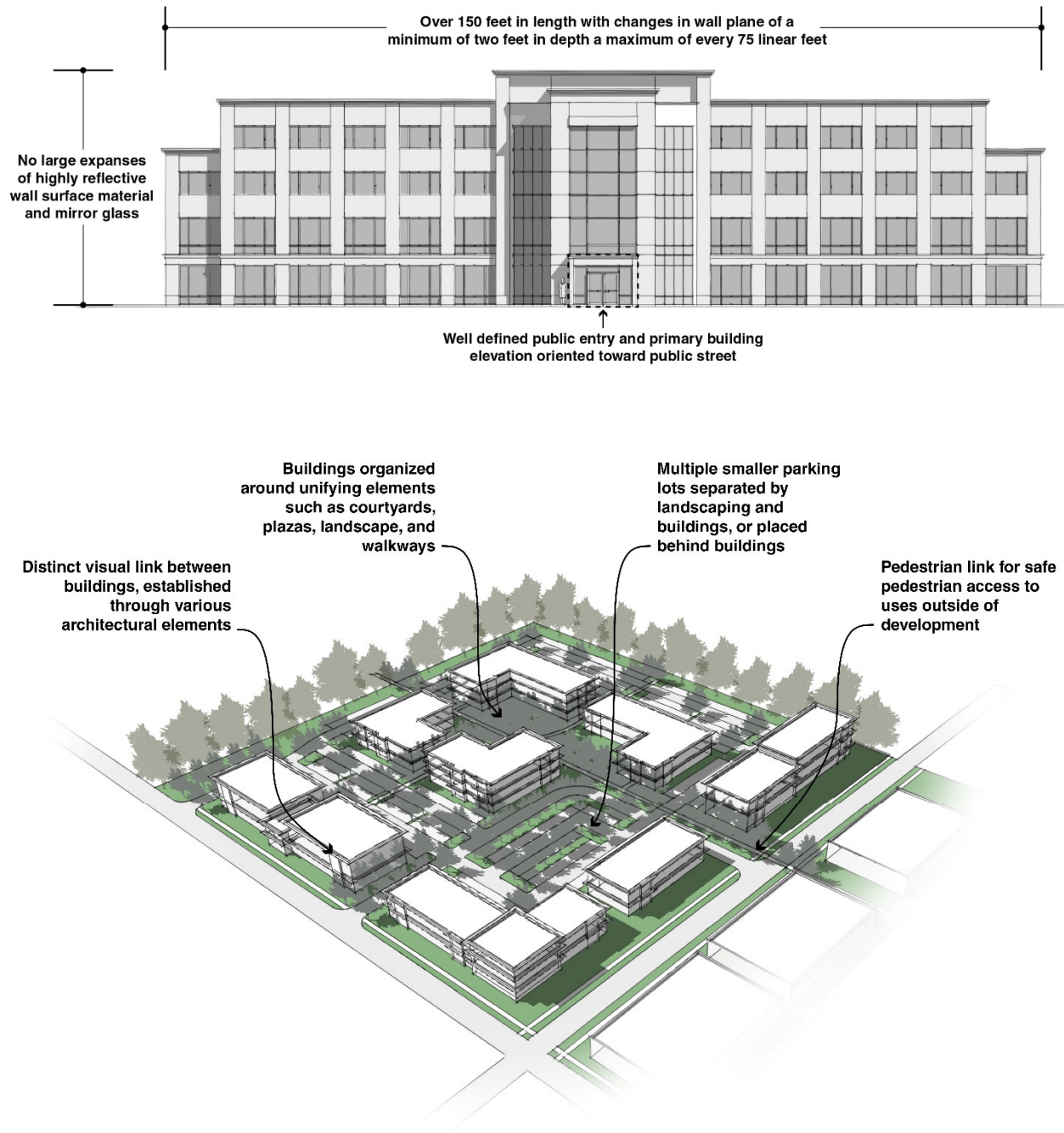
- A. Blank wall area 40 linear feet or less, measured parallel to the street
- B. Repeating pattern of two elements at an interval of no more than 40 linear feet
- C. A visually distinct public entrance from the sidewalk along the primary building frontage
- D. First floor transparency of 35% measured between two and ten feet in height from grade
- E. 100-foot roofline with variations occurring at intervals of no more than 75 linear feet
- F. Parapet walls with three-dimensional cornice treatments or other shadow-creating details

MULTI-TENANT COMMERCIAL CENTER SITE DESIGN STANDARDS



- A. Sites must be designed to ensure safe pedestrian access to the commercial center from the public right-of-way, and safe pedestrian circulation within the development.
- B. Any outlot buildings must meet the minimum transparency requirements of the district, and must include prominent entrances oriented toward both the street and the interior lot.
- C. Commercial centers may provide definition along the street frontage by locating part of the center or outlot buildings within 0' to 25' of the front lot line. The center or any outlot buildings may be placed within a required setback to comply with this standard.

C-OP DISTRICT DESIGN STANDARDS



Section 17.05.050 C-D District Standards

A. Purpose Statement

The C-D District is intended to accommodate the unique development environment within Downtown Davenport. Development in Downtown should be oriented toward reinforcing the area as a point of regional focus and strengthening its position as a center of office, finance, retail, and governmental activities. Additionally, the C-D District standards are intended to:

1. Add to the downtown's appeal as a visitor, cultural, sports and entertainment center.
2. Encourage downtown residential development in a variety of housing types.
3. Accommodate a variety of active uses and enhance the walkability and pedestrian orientation of Downtown.
4. Ensure high-quality design that maintains and enhances the aesthetic appeal of Downtown.

B. C-D District Dimensional Standards

Table 17.05-3: C-D District Dimensional Standards establishes the dimensional standards for Downtown. These regulations apply to all uses within the district unless a different standard is listed for a specific use.

Table 17.05-3: C-D District Dimensional Standards	
	C-D
Bulk	
Minimum Lot Area	None
Minimum Lot Width	None
Maximum Building Height	None
Minimum Building Height	24'
Setbacks	
Front Setback	0'-10' build-to zone
Required Build-to Percentage	80%
Interior Side Setback	None
Corner Side Setback	0'-10' build-to zone
Rear Setback	None

C. C-D District Design Standards

Development in the C-D District is subject to design review per Section 17.14.100, and must be designed in accordance with the City of Davenport's adopted Downtown Design Guidelines and Downtown Davenport Streetscape Improvement Plan.

17.05.060 C-V District Standards

A. Purpose Statement

The C-V District is intended to ensure that new development in the Village of East Davenport is compatible with the unique cultural and historic character of the area. To that end, the C-V District standards contain contextual controls and a series of design considerations that address height, width, proportion, and relationship to the street, as well as architectural considerations such as roof and cornice form, visual composition, rhythm, fenestration and articulation, and materials.

B. C-V District Dimensional Standards

Table 17.05-4: C-V District Dimensional Standards establishes the dimensional standards for the Village of East Davenport. These regulations apply to all uses within the district unless a different standard is listed for a specific use.

Table 17.05-4: C-V District Dimensional Standards	
	C-V
Bulk	
Minimum Lot Area	None
Minimum Lot Width	None
Maximum Building Height	45'
Setbacks	
Front Setback	0-10' build-to-zone, or average of adjacent structures
Required Build-to Percentage	80%
Interior Side Setback	None, unless abutting a residential district then 5'
Corner Side Setback	0'-10' build-to zone
Rear Setback	None, unless abutting a residential district then 25'

C. C-V District Design Standards

Development in the C-V District is subject to design review per Section 17.14.100. Design requirements for the C-V District are described in the adopted Village of East Davenport Performance Standards.

Section 17.05.070 C-E District Standards

A. Purpose Statement

The C-E Elmore Corners Zoning District is intended to implement the vision contained in the Elmore Corners Area Plan through the application of site and building design standards that ensure quality, compatible, and coordinated development within the area.

B. C-E District Dimensional Standards

Table 17.05-5: C-E District Dimensional Standards establishes the dimensional standards for Elmore Corners. These regulations apply to all uses within the district unless a different standard is listed for a specific use.

Table 17.05-5: C-E District Dimensional Standards	
	C-E
Bulk	
Minimum Lot Area	20,000sf
Minimum Lot Width	80'
Maximum Building Height	120'
Minimum Setbacks	
Front Setback	25'
Interior Side Setback	10', unless abutting a residential district then 20'
Corner Side Setback	20'
Rear Setback	10', unless abutting a residential district then 25'

C. C-E District Design Standards

Development in the C-E District is subject to design review per Section 17.14.100. Design requirements for the C-E District are described in the adopted Elmore Corners Plan.

Section 17.05.080 General Standards of Applicability

A. Site Development Standards

See Chapter 17.09 for additional on-site development standards and requirements, such as exterior lighting, accessory structures and uses, and permitted encroachments.

B. Off-Street Parking and Loading

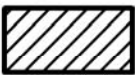
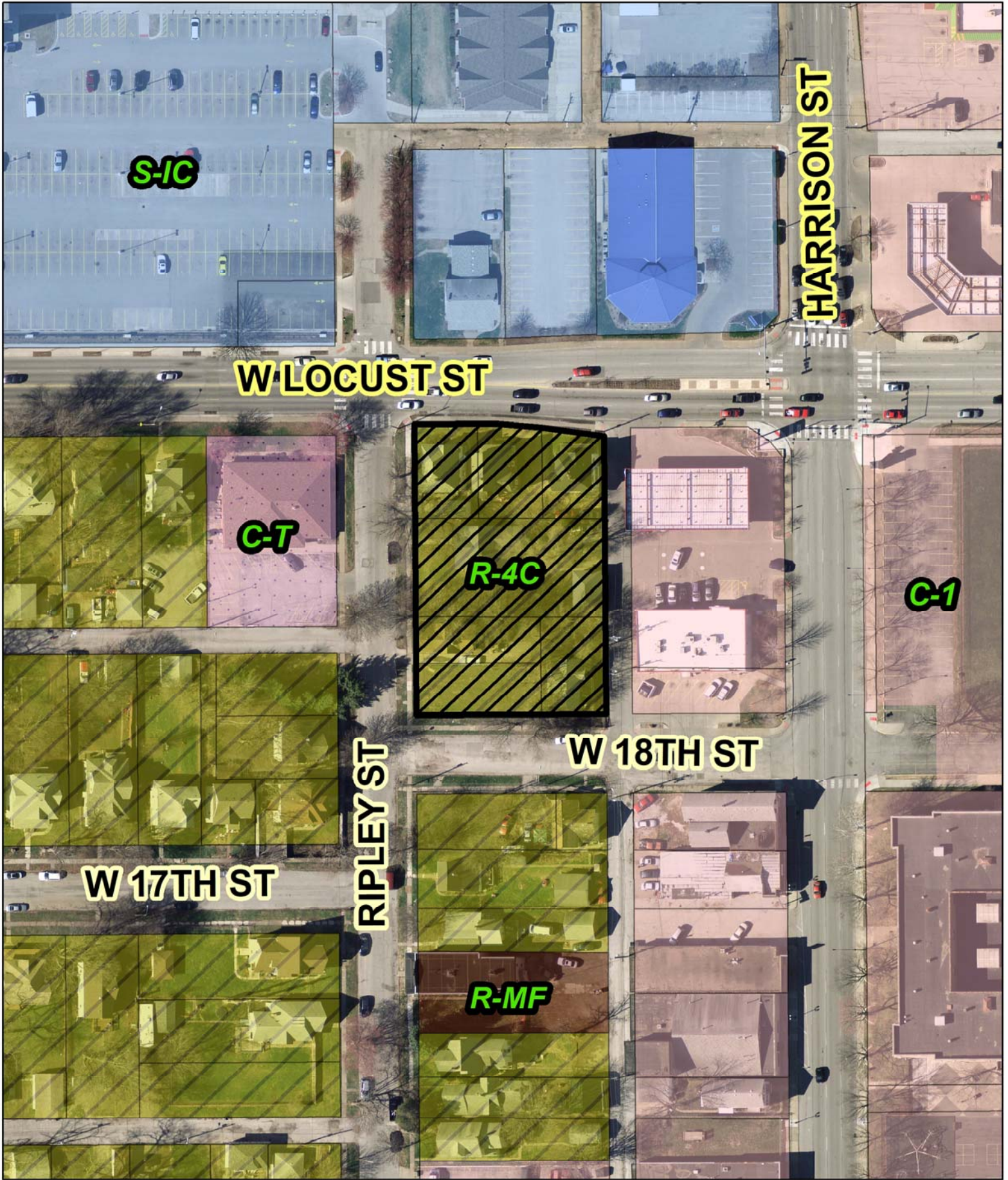
See Chapter 17.10 for off-street parking and loading standards and requirements.

C. Landscape

See Chapter 17.11 for landscape, buffering, and screening standards and requirements.

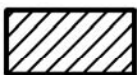
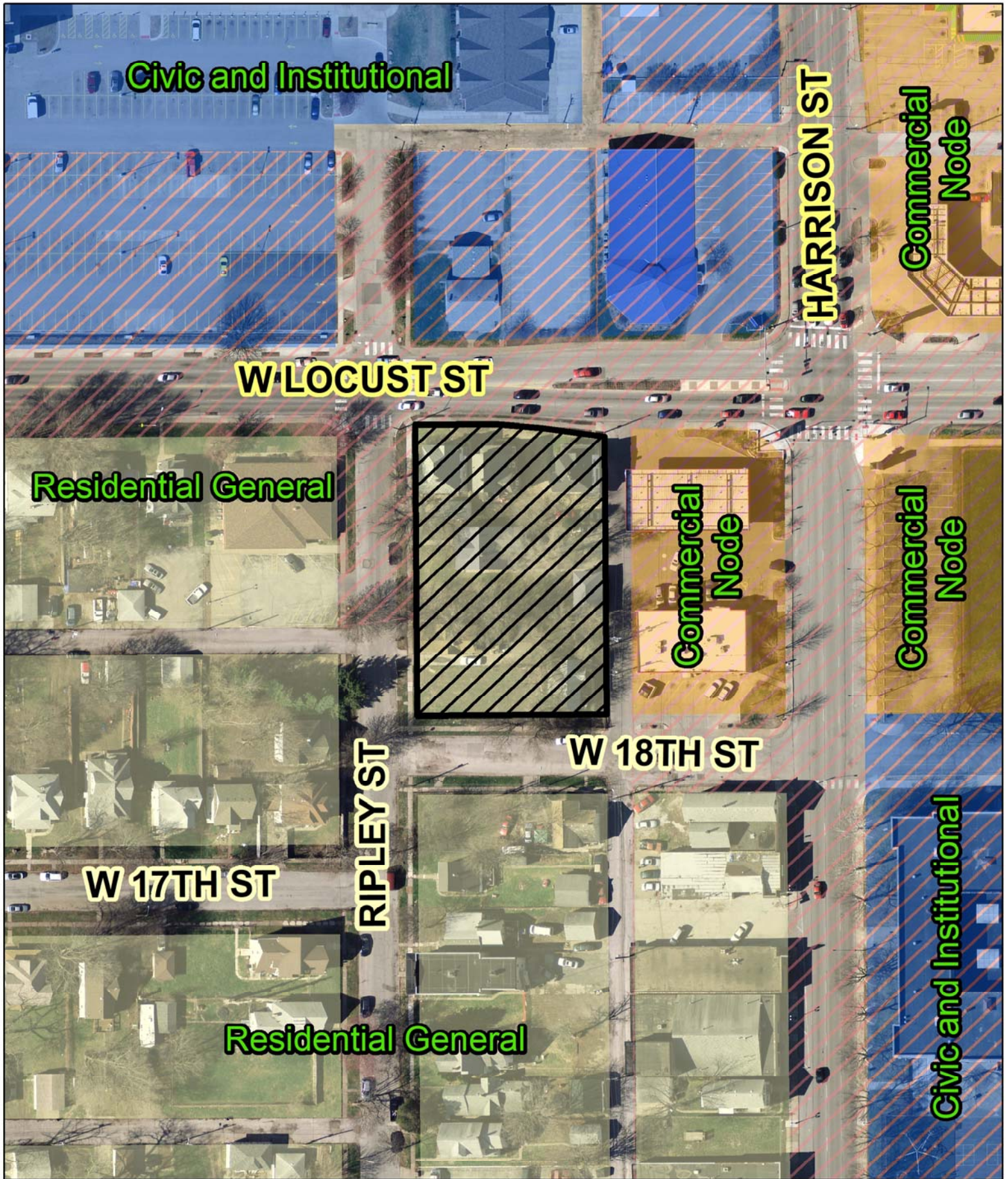
D. Signs

See Chapter 17.12 for standards governing signs.



Subject Property





Subject Property

N





*Community Planning and Economic Development Department
City Hall - 226 West Fourth Street - Davenport, Iowa 52801
Telephone: 563-326-7765
www.cityofdavenportiowa.com*

**NOTICE
NEIGHBORHOOD MEETING
THURSDAY AUGUST 29, 2019 – 5:30 P.M.
AT CITY HALL – 226 WEST 4TH STREET – COUNCIL CHAMBERS**

You are invited to a neighborhood meeting regarding the following request:

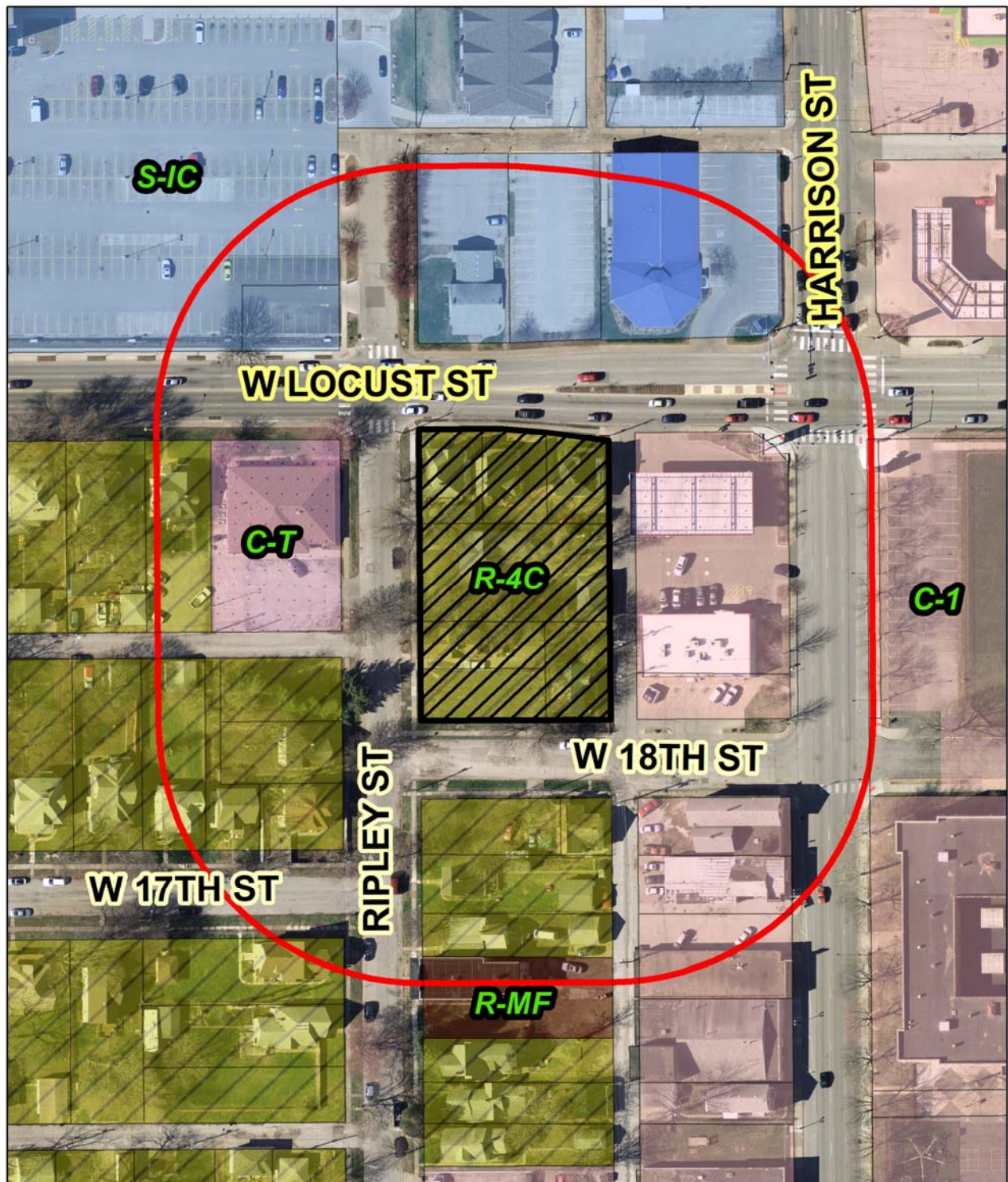
Case REZ19-10: Request of Larry Whitty on behalf of KJTLJ, LLC for a zoning map amendment on .73 acres, more or less, of property bound by West Locust Street on the north, Ripley Street on the west, West 18th Street on the south and a public alley on the east from R-4C Single-Family and Two-Family Residential Zoning District to C-2 Corridor Commercial District. [Ward 4]

The purpose of the request is to facilitate commercial development.

Please see map on the back for the property location.

The purpose of the meeting is to allow the applicant to describe the proposed development, answer any questions you have and hear any concerns about the proposed development.

If you have any questions on this request, or if you need accommodations for any reason, please contact Ryan Rusnak, AICP, the case planner assigned to this project at rrusnak@ci.davenport.ia.us or 563-888-2022.



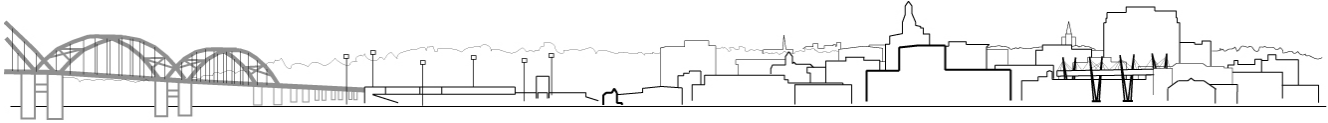
Subject Property



200 Foot Notification Radius



**PUBLIC HEARING NOTICE
PLAN AND ZONING COMMISSION
CITY OF DAVENPORT**



Public Hearing Details:

Date:	9/3/2019	Ward: 4th
Time:	5:00 PM	
Location of Public Hearing:	226 West 4 th Street in City Hall Council Chambers.	
Subject:	Public hearing for a zoning map amendment.	
Location of Property:	Bound by West Locust Street on the north, Ripley Street on the west, West 18th Street on the south and a public alley	
Case #:	REZ19-06	

To: All property owners within 200 feet of the subject property.

What is this All About?

This notice is being sent to inform you that a public hearing will be held for a request for a zoning map amendment. The purpose of the request is to allow the property developed for an unspecified commercial use.

Request Description:

Case REZ19-10: Request of Larry Whitty on behalf of KJTLJ, LLC for a zoning map amendment on .73 acres, more or less, of property bound by West Locust Street on the north, Ripley Street on the west, West 18th Street on the south and a public alley on the east from R-4C Single-Family and Two-Family Residential Zoning District to C-2 Corridor Commercial District. [Ward 4]

What are the Next Steps after the Public Hearing?

The 9/3/2019 public hearing is the first step in the review/approval process. The Plan and Zoning Commission will meet on 9/17/2019 to vote (provide its recommendation) on the request. The Commission's recommendation will be forwarded to the City Council which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. For specific dates and times of subsequent meetings, please contact the case planner below.

Would You Like to Submit an Official Comment or Protest?

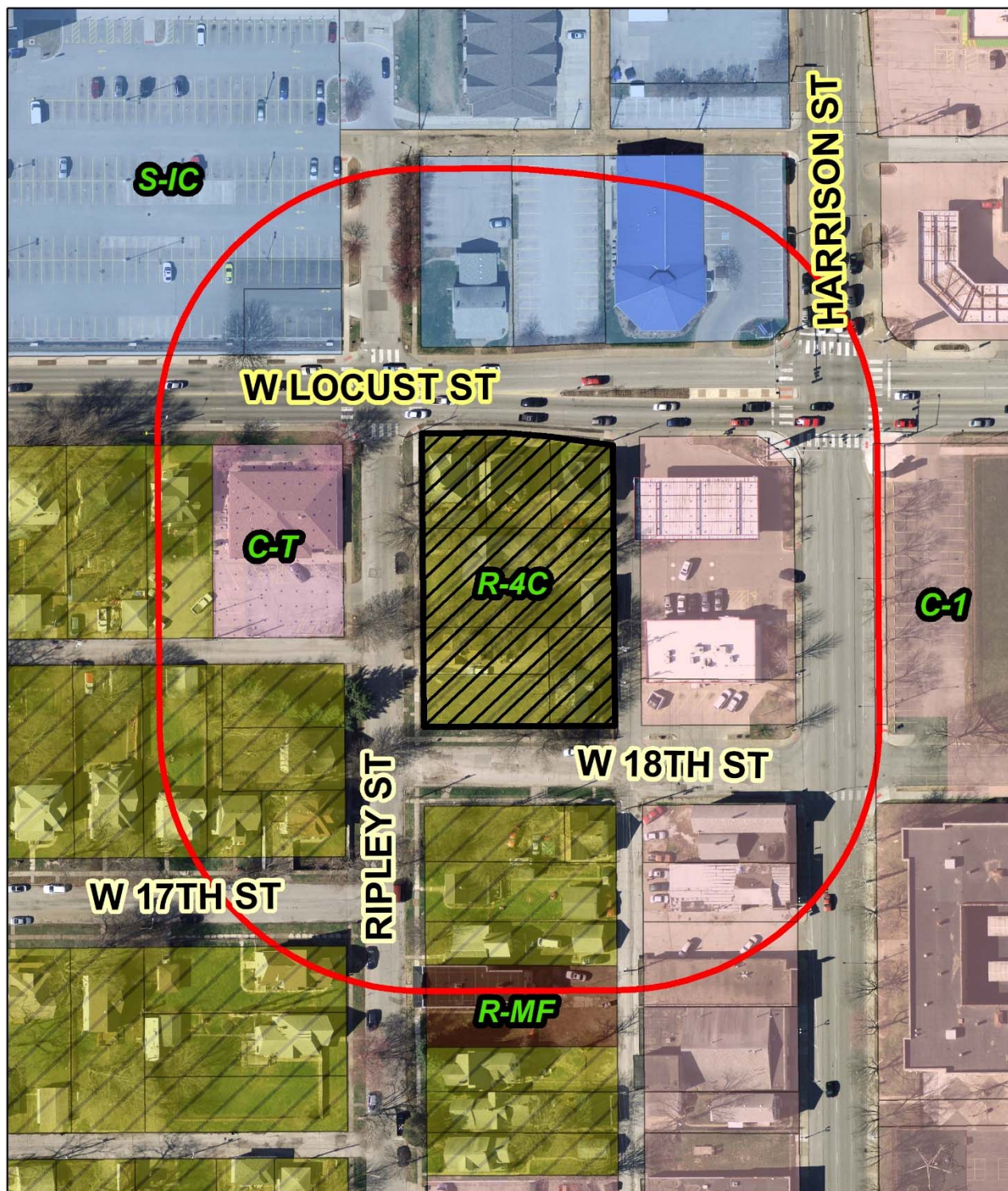
As a property owner within 200 feet of the subject property, you have the opportunity to officially comment or formally protest this request. These must be provided in writing.

If you intend to send in written comments, it is appreciated if those comments could be received by Community Planning no later than 12:00 PM *one day before* the City Council public hearing, which is anticipated to be held on 10/2/2019. Please note that for a protest to be official, it needs to be in writing. Send comments to planning@ci.davenport.ia.us or CPED, 226 W 4th St, Davenport IA 52801.

Do You Have Any Questions?

If you have any questions on this request, or if you need accommodations for any reason, please contact Ryan Rusnak, AICP, the case planner assigned to this project at rrusnak@ci.davenport.ia.us or 563-888-2022. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note that items may be removed from the agenda or tabled to a future hearing date at the request of the Petitioner or Commission/Board. If you are interested in the current schedule and outcome of this case, please contact the Community Planning Office at 563-326-7765 or planning@ci.davenport.ia.us for updates.



Subject Property



200 Foot Notification Radius



FID	Parcel	Address	Sq_Ft_Land	Acreage	Deed1_Name	Deed1_Addr	Deed1_CSZ
	0 B0059-20	402 W LOCUST ST	0	0.085	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52803
	1 G0006-05	1716 HARRISON ST	0	0.117	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	2 G0006-06A	1720 HARRISON ST	0	0.117	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
					BOBBIE COLEY		
	3 G0006-08A	315 W 18TH ST	1892	0.043	TONY COLEY	315 W 18TH ST	DAVENPORT IA 52803
					BOBBIE COLEY		
	4 G0006-08B		0	0.105	TONY COLEY	315 W 18TH ST	DAVENPORT IA 52803
					JAMES DALTON SMITH III		
	5 G0006-10	1633 RIPLEY ST	6438.6	0.148	BRITTANY LAUREN SMITH	971 OAKMOOR DR	FENTON MO 63026
	6 G0006-11	1629 RIPLEY ST	4672	0.107	MARKEESE MCCORMICK	1803 15TH ST	MOLINE IL 61265
	7 G0006-12	1625 RIPLEY ST	0	0.215	OCEANSIDE50FIVE LLC	2238 SAINT JOHN DR	DUBUQUE IA 52001
	8 G0006-21	1710 RIPLEY ST	4800	0.11	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52803
	9 G0006-22		0	0.11	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52803
	10 G0006-24A	401 W LOCUST ST	0	0.335	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52803
	11 G0006-34	414 W 17TH ST	7300	0.168	NATHANIEL VAUGHN	414 W 17TH ST	DAVENPORT IA 52803
	12 G0006-35	410 W 17TH ST	1460	0.077	ARGENTUM PROPERTIES LLC	C/O MILLTOWN REALTY	DAVENPORT IA 52803-2379
	14 G0006-36	316 W 18TH ST	3723	0.086	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	15 G0006-38		0	0.096	KWIK SHOP INC	734 EAST 4TH AV	HUTCHINSON KS 67504
	16 G0006-41A	303 W LOCUST ST	0	0.485	KWIK SHOP INC	734 EAST 4TH AV	HUTCHINSON KS 67504
	17 G0006-43	315 W LOCUST ST	0	0.079	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	18 G0006-44	321 W LOCUST ST	0	0.084	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	19 G0006-45	325 W LOCUST ST	0	0.085	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	20 G0006-46	1809 RIPLEY ST	0	0.248	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	21 G0006-47	1807 RIPLEY ST	0	0.073	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	22 G0006-48	1801 RIPLEY ST	0	0.08	KJTLJ LLC	2705 HAPPY JOE DR	BETTENDORF IA 52722
	23 G0007-01C		0	0.043	CITY OF DAVENPORT	226 W 4TH ST	DAVENPORT IA 52801
	24 B0059-40A	328 W LOCUST ST	0	0.231	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52804
	25 B0059-43B		0	0.227	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52803
	26 B0059-44A	310 W LOCUST ST	0	0.444	ST AMBROSE UNIVERSITY	518 W LOCUST ST	DAVENPORT IA 52804

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Ryan Rusnak 563-888-2022
Wards:

Action / Date
11/6/2019

Subject:

First Consideration: Ordinance amending various titles, chapters, and sections of the Davenport Municipal Code related to outdated references to the old Zoning Ordinance (City of Davenport, petitioner). [All Wards]

Recommendation:
Adopt the Ordinance.

Background:

The proposed ordinance would amend various titles, chapters and sections of the Davenport Municipal Code related to outdated references to the old Zoning Ordinance. Staff recognizes that certain committees of the City Council would consider certain Chapters of the Davenport Municipal Code. However, for simplicity and because the majority of the amendments are due to the new Zoning Ordinance, staff placed the request on the Community Development Committee agenda.

A summary of the proposed changes are as follows:

Sections 1, 2, 3, 5, 7, 13, 14. Amend and/or delete outdated references to Title 17, entitled "Zoning."

Section 4. Amend outdated reference to Title 17, entitled "Zoning". Additionally, remove measurement from the curblin or outside edge of a public right-of-way, thus making the 15 foot setback from the public right-of-way.

Section 6. Amend Section 8.15.120, entitled "Existing installations" by defining a substantial alteration and articulating that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer. The City is obligated under the Iowa Department of Natural resources to remove inflow and infiltration from the sanitary sewer system. The impact of these types of connections can be significant as the additional volume of water can lead to overflows in the collection system and added cost for wastewater treatment.

Section 8. Delete outdated references to Title 17, entitled "Zoning". Additionally, amend the obstruction permit time period to 30 days, which reflects Public Works' standard practice.

Section 9. Amend Section 13.16.033, entitled "Discharge of surface waters" by clarifying that it would be unlawful to make or to have any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer. The City is obligated under the Iowa Department of Natural

resources to remove inflow and infiltration from the sanitary sewer system. The impact of these types of connections can be significant as the additional volume of water can lead to overflows in the collection system and added cost for wastewater treatment.

Section 10. Delete definitions "Apartment/condominium property," "Developed agricultural property," and "Duplex" and delete list of the nonresidential properties. The definitions mirrored old Zoning Ordinance definitions.

Sections 11 and 12. Amend outdated reference to Title 17, entitled "Zoning" and amend "flood plain district" to "flood plain hazard area," which reflects current language in Chapter 15.44, entitled "Flood Damage Protection."

Sections 15, 16, 17, 18, 19 and 20. Amend outdated reference to Title 17, entitled "Zoning." Additionally, amend various chapters and sections to update the subdivision regulations.

- Preliminary plats (section 16) - Expand the exemption for preliminary plats, delete and amend language regarding the submittal process, required information to be submitted and the approval standards, and allow for the Zoning Administrator to grant a twelve month extension.
- Final plats (section 17) - Delete and amend language regarding the submittal process, required information to be submitted and the approval standards, and amend language regarding additional information requested by the City Engineer.
- Requirements for subdividing (section 18) - Delete minimum lot width and depth requirements and default to the minimum lot width and depth requirements in Title 17, entitled "Zoning" and delete the requirement to show building lines on a final plat as building lines may change by Zoning Map amendments or by future amendments to the Zoning Ordinance.
- Conservation subdivision option (section 19) - Delete this chapter entirely since the "Planned Unit Development" process in Title 17, entitled "Zoning", provides for this type of flexibility.
- Improvements (section 20) - Delete and amend language regarding the approval of plans for subdivision improvements, the time period of approval, and the timing of the installation and acceptance of subdivision improvements.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance - Clean
▣ Backup Material	Ordinance - Strike Through and Underline

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/31/2019 - 11:47 AM
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:48 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 12:22 PM

ORDINANCE NO. 2019 -

Request of the City of Davenport to amend various titles, chapters and sections of the Davenport Municipal Code, specifically by amending Section 5.09.030 of the Davenport Municipal Code, entitled "Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)" by amending outdated references to chapters in Title 17 of the Davenport Municipal Code, by amending Section 5.10.105 of the Davenport Municipal Code, entitled "Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)" by deleting outdated reference to a section and chapter in Title 17 of the Davenport Municipal Code, by amending Section 5.10.210 of the Davenport Municipal Code, entitled "Prohibited sales and acts" by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M, by amending Section 5.17.030 of the Davenport Municipal Code, entitled "Sales regulations (Section 5.17.030.H only)" by deleting language regarding measurement to a curblin and amending outdated reference to a section in Title 17 of the Davenport Municipal Code, by amending Section 6.06.040 of the Davenport Municipal Code, entitled "Zoning districts allowed" by amending outdated reference to zoning classifications in Title 17 of the Davenport Municipal Code, by amending Section 8.15.120 of the Davenport Municipal Code, entitled "Existing installations" by defining "substantial renovation" and by adding language that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer, by amending Section 8.17.080 of the Davenport Municipal Code, entitled "Abatement of dangerous buildings" by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 12.36.090 of the Davenport Municipal Code, entitled "Obstructions – permit required" by deleting outdated reference to sections in Title 17 of the Davenport Municipal Code, by deleting redundant language, by amending language such that the duration of all permits shall be 30 days and by reordering said section, by amending Section 13.16.033 of the Davenport Municipal Code, entitled "Discharge of surface waters" by amending language such that surface water, groundwater, storm water, roof runoff, or subsurface drainage may not be connected directly or indirectly to a public sanitary sewer, by amending Section 13.33.030 of the Davenport Municipal Code entitled "Definitions" by deleting the definitions "Apartment/condominium", "Developed agricultural property" and "Duplex", by deleting the list of nonresidential properties in the definition of "Nonresidential properties", and by reordering said section, by amending Section 15.12.040 of the Davenport Municipal Code entitled "Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)" by amending an outdated code reference and by amending "flood plain district" to "flood plain hazard area", by amending Section 15.12.052 of the Davenport Municipal Code entitled "Chapter 3 International Residential code modified (Section 15.12.052.F only)" by amending an outdated code reference and by amending "flood plain district" to "flood plain hazard area", by amending Section 15.30.010 of the Davenport

Municipal Code entitled “Licensing generally (Section 15.30.010.B only)” by amending an outdated code reference, by amending Section 15.44.070 of the Davenport Municipal Code entitled “Definitions (definition of Manufactured Home Park or Subdivision only)” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 16.04.040 of the Davenport Municipal Code, entitled “Building Line” by deleting the definition and renaming said section to “Reserved”, by amending Chapter 16.16 of the Davenport Municipal Code entitled “Preliminary Plats” by amending Section 16.16.010 of the Davenport Municipal Code, entitled Preliminary plats” by amending language such that the exception for requiring a preliminary plat is expanded, by amending Section 16.16.020 entitled “Submission of preliminary plat – contents” by renaming said section to “Application” and by deleting and amending language in said section regarding the submittal process and the required information to be submitted, by amending Section 16.16.030 entitled “Conformance with minimum standards” by renaming said section to “Approval standards” and by amending language in said section regarding the Plan and Zoning Commission and City Council approval process and by amending Section 16.16.050, entitled “Voidable when” by amending language such that the Zoning Administrator may grant a twelve month extension, by deleting Section 16.20.010, entitled “Conditions for approval”, by deleting Section 16.20.020, entitled “Scale”, by amending Section 16.20.030, entitled “Copies to be submitted – supplemental information” by renumbering Section 16.20.030 to Section 16.20.010, by renaming said section to “Application”, by amending language in said section regarding the submittal process and the required information to be submitted and articulating that the Zoning Administrator may allow for the Preliminary Plats and Final Plats to be submitted concurrently, by creating Section 16.20.020, entitled “Plan and zoning commission approval standards” by adding language regarding the Plan and Zoning Commission approval standards, by amending Section 16.20.040, entitled “Material to be filed prior to consideration” by renumbering Section 16.20.040 to Section 16.20.030, by renaming said section to “Information to be submitted prior to city council consideration”, by amending language in said section regarding the information to be submitted, by creating section 16.20.040, entitled “City Council approval standards” and adding language regarding approval standards, by amending Section 16.20.050, entitled “Submission of data to city engineer” by deleting and adding language regarding the data to be submitted to the city engineer, by deleting Section 16.20.060, entitled “Final approval”, by amending Section 16.20.070, entitled “Compliance” by renumbering Section 16.20.070 to Section 16.20.060 and amending outdated Iowa Code reference, by amending Section 16.24.080 of the Davenport Municipal Code entitled “Lots” by deleting minimum lot width and depth language, by amending Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” by deleting the language in the section and renaming said section to “Reserved”, by amending Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” by deleting the language in the chapter and renaming said chapter to “Reserved”, by amending Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” by renaming the chapter to “Subdivision Improvements”, by amending Section 16.28.010 of the Davenport Municipal Code, entitled “Required” by amending language such that subdivision improvements shall not be installed prior to a final plat being approved and recorded, by deleting Section 16.28.020 entitled “Instruments may be filed in lieu of final completion - exceptions” by amending Section 16.28.030 of the Davenport Municipal Code, entitled “Minimum required” by renaming said section to “Subdivision improvements required”, by

adding language regarding the approval of plans for subdivision improvements, the time period of approval and the timing of the installation and acceptance of subdivision improvements, by amending Section 16.28.030 entitled “Streets” by renumbering Section 16.28.030 to Section 16.28.020 and by deleting language in existing said section language and adding language regarding construction standards, by deleting Section 16.28.045, entitled “Street signs”, by amending Section 16.28.050 entitled “Sidewalks” by renumber Section 16.28.050 to Section 16.28.040 and by deleting and adding language regarding construction standards, by amending Section 16.28.060 entitled “Sewers” by renumber Section 16.28.060 to Section 16.28.050 and by deleting language existing section language and adding language regarding construction standards and by amending Section 16.28.070 entitled “Monuments” by renumber Section 16.28.070 to Section 16.28.060. [Ward All]

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

Section 1. Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” is hereby amended as follows:

5.09.030 Business regulations.

- G. Notwithstanding the requirements for off-street parking contained in Title 17 of the Davenport Municipal Code, motor vehicle dealerships shall provide at least one off-street parking space for customer use for each repair stall required under this chapter.
- H. It is unlawful for any person to operate a motor vehicle dealership unless the surface of such motor vehicle dealership lot has first been paved in conformance with the requirements of Title 17 of the Davenport Municipal Code. If an applicant is able to demonstrate that he or she is waiting for a Department of Natural Resources permit concerning an underground storage tank, a temporary surface of seal-coated gravel will satisfy the requirements of this section for a period of twelve months immediately succeeding the application date. Upon proper demonstration that DNR approval is still pending, the twelve-month period may be renewed for a like time period. It is unlawful for any person operating or concerned with the operation of an outdoor motor vehicle parking space in the city to permit dust, dirt, or other debris to accumulate upon the surface of such parking space or to blow from such surface.
- K. The provisions of this chapter expressly apply to motor vehicle dealerships. Any requirements not contained in this chapter, but expressly contained in Title 17 of the Davenport Municipal Code, shall also govern the operation of a motor vehicle dealership.

Section 2. Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” is hereby amended as follows:

5.10.105 Permits and licenses – distance separation provisions.

- A. No application for a class A, class B, class C, or class E liquor store control license or a wine permit or a beer permit shall be approved if the property upon which such licensed or permitted activity will occur is located within six hundred feet, including public rights-of-way, of a state registered child development home, state licensed child care center, or

public or private elementary or secondary school. However, an application within six hundred feet, but not immediately abutting, a state registered child development home or state licensed child care center may be approved if the city council upon a hearing grants a waiver to this rule. The city council may grant the waiver if it determines the following exists: (1) the affected child development home or care center consents to the granting of the waiver; or (2) sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the applicant, such as: (a) an arterial roadway, (b) at least one hundred feet of natural buffering like woods, ravines, waterways, or wetlands, or (c) similar or greater visual, sound, and physical separation as set forth in paragraphs (a) and (b) immediately above. "Physical separation" refers to the ease and options for pedestrian movement.

- B. The prohibitions contained in subsections A and F shall not apply to hotels offering restaurant service, formally organized clubs operated solely for objects of national or state-wide social, patriotic, benevolent or similar purposes, pharmacies, or restaurants where the sale of alcoholic beverages is not the principal business carried on; nor to the renewal of a license or permit for the sale and consumption on premises that are located within six hundred feet of a state registered child development home, state licensed child care center or school if the premises was previously licensed or permitted prior to the establishment of the distance separation limitation and said license or permit has not expired or lapsed for a period of six months or more. "Hotel" as used in this section means a premises licensed by the state and regularly kept open for the lodging of transient guests but does not include a facility licensed as a bed and breakfast. "Restaurant" as used in this section means any retail establishment, the principal business of which consists of the sale of food products for consumption on the premises. The volume of food sales—not including the sale of alcoholic beverages, tobacco sales and non-food product sales—shall not be less than fifty percent of the total dollar volume of sales made by the establishment. It shall be presumed that the sale of alcoholic beverages by the holder of a liquor control license or class B beer permit constitutes more than fifty percent of the volume of all sales, which presumption may be overcome by furnishing a verified statement of total dollar volume of all sales which also shows as separate line items total dollar sales figures for food, alcoholic beverages, tobacco sales and non-food product sales for the six months immediately preceding the application or renewal, or by providing an affidavit by the business's certified public accountant or chief financial officer stating the gross income breakdown, or a copy of the business's state income tax form showing the income breakdown. Failure to rebut the presumption at the end of the first year by meeting the fifty percent nonalcoholic beverage income requirement disqualifies the business from continuing to hold a liquor license, beer or wine permit at the location for which the special use permit was granted. A statement as to how the business operation will or is proposed to operate or its estimated income projections are not sufficient or adequate to overcome the presumption.

Section 3. Section 5.10.210 of the Davenport Municipal Code, entitled "Prohibited sales and acts (Sections 5.10.210.K, 5.10.210.L and 5.10.210.M only)" is hereby amended by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M.

Section 4. Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations. (Section 5.17.030.H)” is hereby amended as follows:

Section 5.17.030 Sales regulations.

- H. Any display of tangible personal property offered for sale and any signs or advertising shall be at least fifteen feet from the public right-of-way. Signs must comply with Title 17 of the Davenport Municipal Code.

Section 5. Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” is hereby amended as follows:

Section 6.06.040 Zoning districts allowed.

Permits may be granted for tracts of land with a single family dwelling, as defined by Title 17 of the Davenport Municipal Code, being the principal use.

Section 6. Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations) is hereby amended as follows.

Section 8.15.120 Existing installations.

Buildings in existence at the time of the adoption of this code may have their existing use or occupancy continued, if such use or occupancy was legal at the time of its installation. However, where existing installations were legal at the time of their installations, if substantial alterations or replacement occurs, the work must meet existing code. Substantial alteration occurs with any exterior change, the cost of which exceeds 50% of the assessed or appraised building value. Routine exterior maintenance activities such as painting, tuckpointing, replacing trim in kind, railings in kind, or replacing other nonstructural architectural details in kind are not considered to constitute a substantial repair/rehabilitation unless the cost of exceeds 50% of the assessed or appraised building value. Notwithstanding the foregoing, any change in the use or occupancy of any existing building or structure shall comply with the related provisions of the Davenport Municipal Code. This section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 7. Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” is hereby amended as follows:

Section 8.17.080 Abatement of dangerous buildings.

All buildings or portions thereof which are determined after inspection by the authorized official to be dangerous as defined in this code are hereby declared to be public nuisances and

shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in this code.

Section 8. Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” is hereby amended as follows:

Section 12.36.090 Obstructions – permit required.

- A. No person shall place any obstruction in or above any street, alley, or other public property without first obtaining a permit from the engineering division of public works ("engineering") pursuant to this section and Chapter 12.40 of the Davenport Municipal Code.
- B. Application for a permit shall be filed with engineering along with a nonrefundable application review fee of ten dollars and proof of liability insurance in the amount of at least one hundred thousand dollars per incident. Failure to pay the ten dollar review fee or provide proof of insurance will result in automatic rejection of the application.
- C. Engineering shall review the application and approve it, if acceptable. In reviewing the application, engineering shall consider the need to use this location, the adequacy of the unobstructed space, the applicant's prior compliance with these regulations, the standards and specifications of the Iowa Manual on Uniform Traffic Control Devices.
- D. The permittee shall defend and hold harmless the city against any loss, cost, or damage resulting from or related to permittee's occupation of the right-of-way.
- E. The duration of the permit shall be thirty days. A onetime extension for an equal period of time may be granted by engineering if the extension is necessitated by events outside the control of permittee.
- F. The judgment of engineering in the granting or extending of a permit is final. Additionally, the decision of engineering to revoke a permit for failure to comply with this section shall be final.
- G. A violation of this section is punishable as follows:

Type I Violations

1st Offense—\$250; 2nd—\$350; 3rd & Subsequent—\$500

No permit

Failure to Comply with Iowa Manual on Uniform Traffic Control Devices or Instructions from Traffic Engineering

Type II Violation

1st Offense—\$100; 2nd—\$150; 3rd & Subsequent—\$200

Expired Permit (for first 7 days after expiration date only, subsequently fined as No Permit)

The city may seek other administrative, legal, or equitable relief in addition to or in lieu of the fine.

Each day a violation exists may be charged as a separate offense.

Section 9. Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” is hereby amended as follows:

Section 13.16.033 Discharge of surface waters.

It is unlawful to make or to have any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 10. Section 13.33.030 of the Davenport Municipal Code entitled "Definitions" is hereby amended as follows:

Section 13.33.030 Definitions.

- A. "Adjustment" means a modification in a nonresidential customer's stormwater service fee for certain activities that impact stormwater runoff or impacts the city's costs of providing stormwater management.
- B. "Director" means the director of the department of public works or designee.
- C. "Equivalent residential unit (ERU)" means a value, equal to two thousand six hundred square feet of measured impervious area and is equal to the average amount of impervious area of residential properties within the city of Davenport.
- D. "Impervious area" means areas that have been paved and/or covered with buildings and materials, which include, but are not limited to, concrete, asphalt, rooftop, gravel, and blacktop.
- E. "Nonresidential properties" means all properties not encompassed by the definition of residential shall be defined as nonresidential.
- F. "Residential property" means all single-family and two-family dwelling properties, as defined by Title 17 of the Davenport Municipal Code, within the city of Davenport.
- G. "Stormwater" means stormwater runoff, snowmelt runoff, and surface runoff and drainage.
- H. "Stormwater facilities" means various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, channels, outlets, retention/detention basins and other structural components.
- I. "Storm sewer" means a sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.
- J. "Stormwater service charge" means a charge assessed to users of the city's stormwater collection, impounding and transportation system.
- K. "Stormwater drainage system" means all man-made facilities, structures, and natural watercourses owned by the city of Davenport, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gulches, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

Section 11. Section 15.12.040 of the Davenport Municipal Code entitled "Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)" is hereby amended as follows:

Section 15.12.040 Additions, deletions and amendment to the International Building Code

- F. Delete all references to National Fuel Gas Code and insert in lieu thereof "Fuel Gas Piping requirements of Iowa Administrative Code 641-25.3(105) Fuel gas piping." Fuel gas piping shall comply with the State Plumbing Code.

NOTE:

1. All permits and regulations for the construction, encroachment and installation or maintenance within the public right-of-way and upon dedicated storm, sewer and access easements and the installation of public sidewalks, curb cuts, and drives are administered by the Department of Construction and Engineering.
2. See the Sign Ordinance of the City of Davenport for limitations on the encroachment of signs onto public property.
3. See Chapter 15.44 of the Davenport Municipal Code for development for construction within a flood hazard area.
4. See Iowa Administrative Code 641 Chapter 25 for the regulation of plumbing, potable water supply, drain, waste and venting and hydronic systems servicing buildings.
5. See Iowa Administrative Code 641 Chapter 61 for the regulation of heating, air conditioning and mechanical systems for environmental conditions and process within buildings.
6. See Iowa Administrative Code 661 Chapter 504 and Chapter 15.16 of the Davenport Municipal Code for standards for electrical work.

Section 12. Section 15.12.052 of the Davenport Municipal Code entitled "Chapter 3 International Residential code modified (Section 15.12.052.F only)" is hereby modified as follows:

Section 15.12.052 Chapter 3 International Residential Code modified.

- F. Delete Section R322 "Flood Resistant Construction" in its entirety.

Note: Chapter 15.44 of the Davenport Municipal Code for development or construction within a flood hazard area.

Section 13. Section 15.30.010 of the Davenport Municipal Code entitled "Licensing generally (Section 15.30.010.B only)" is hereby amended as follows:

Section 15.30.010 Licensing generally.

- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current valid license issued in accordance with this chapter. The term sign contracting shall mean being engaged in the performance or supervision of work regulated by the provisions of Section 17.12.060 of the Davenport Municipal Code, entitled Sign Permit Required.

Section 14. Section 15.44.070 of the Davenport Municipal Code entitled "Definitions (definition of Manufactured Home Park or Subdivision only)"

Section 15.44.070 Definitions.

"Manufactured home park or subdivision" shall mean a tract designed to accommodate manufactured home sites.

Section 15. Section 16.04.040 of the Davenport Municipal Code, entitled "Building Line" is hereby amended as follows:

16.04.040 Reserved.

Section 16. Chapter 16.16 of the Davenport Municipal Code entitled "Preliminary Plats" is hereby amended as follows:

Chapter 16.16 Preliminary Plats

16.16.010 Requirements.

A Preliminary Plat containing three lots or less, or a preliminary plat not proposing the dedication of public infrastructure, may be exempted from the requirements of the preliminary plat as set forth in this chapter. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision.

16.16.020 Application.

The applicant must file an application with the Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code. The application must be on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. The preliminary plat shall contain or be supplemented by all the following, but not limited to, information:

- A. The location of present property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on land immediately adjacent thereto;
- B. The proposed location and width of streets, alleys, and lots. Street and alley information shall be supplemented with a typical roadway section;
- C. The location of existing and proposed public or private infrastructure, including but not limited to, sanitary sewers, water mains, stormwater management and drainage systems and other underground structures within the tract and immediately adjacent thereto;
- D. Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor;
- E. Existing and proposed contours with intervals of five feet or less;
- F. North arrow, scale and date;
- G. A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.
- H. The city engineer, or designee, may request additional data and/or information to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.16.030 Approval standards.

The plan and zoning commission shall evaluate the preliminary plat pursuant to the minimum standards and requirements as outlined in this chapter. The Plan and Zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council within forty-five days after the submission of a complete application, unless an extension is agreed to by the applicant. The City Council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. The approval of the preliminary plat does not constitute acceptance with the subdivision by the city, but is deemed to be an authorization to proceed with the preparation of the final plat.

16.16.040 Revocability.

Approval of the preliminary plat, or any portion thereof not final platted is revocable by the city plan and zoning commission.

16.16.050 Voidable when.

If neither a part nor all of the preliminary plat is approved by the city council as a final plat within one year after the approval of the preliminary plat, the preliminary plat shall be void unless a twelve month extension is granted by the Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code.

If only part of a preliminary plat is approved as a final plat, the approval of the remaining portion of the preliminary plat shall automatically gain an extension of sixty months before another phase of the plat must be submitted in final form.

Section 17. Chapter 16.20 of the Davenport Municipal Code entitled “Final Plats” is hereby amended as follows:

Chapter 16.20 Final Plats

16.20.010 Application.

After final approval of the preliminary plat, if required, the subdivider may submit a final plat. A preliminary plat and final plat for a smaller-scale subdivision may be submitted concurrently. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision. The applicant must file an application with the Zoning Administrator on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. The final plat shall show or be supplemented by the following information:

- A. The boundary lines of the area being subdivided with accurate distances and bearings;
- B. The accurate outline of any property which is offered for dedication for public use;
- C. The lines of all adjoining lands;
- D. All lot lines and an identification system for lots and blocks;
- E. Right-of-way and easements provided for public use, services or utilities, or excess storm water passageways with names and figures showing their dimensions;
- F. All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a hundredths of a foot;

- G. Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners;
- H. All survey monuments with their descriptions;
- I. Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument or two previously established lot corners both labeled with description of each corner;
- J. North arrow, scale and date;
- K. Certification by a Professional Land Surveyor under the laws of the state, to the effect that the plan represents a survey made by him or her and that all necessary survey monuments are correctly shown thereon;
- L. Low water entry elevation for lots abutting an excess storm water passageway;
- M. Certification by an authorized representative of the public service or utility companies concerned that easements shown on the plat are satisfactory for their requirements.

16.20.020 Plan and zoning commission approval standards.

The plan and zoning commission shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter and conformance with the approved preliminary plat. The plan and zoning commission may approve a final plat that is not strictly in conformance with the preliminary plat if modifications are deemed minor and final plat is deemed to be in general conformance with the approved preliminary plat. The plan and zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council within forty-five days after the submission of a complete application, unless an extension is agreed to by the applicant.

16.20.030 Material to be filed prior to city council consideration.

The following material shall be filed with the Zoning Administrator, as defined in Title 17 of the Davenport City Code, in such quantity and submittal deadlines as required by the instructions:

- A. Surveyor certificate;
- B. Dedication of owner;
- C. Certification of consent of mortgage holder, if applicable;
- D. Attorney's certificate;
- E. Acceptance by the city;
- F. Auditor approval of subdivision name;
- G. Treasurer's certificate;
- H. A hold-harmless agreement protecting the city from any damages, claims, or suits resulting from the construction and development by the owner and/or subdivider. Said agreement shall be approved as to format by the city attorney's office, and recorded with the plat;
- I. An assessment waiver to be approved by the council prior to the acceptance of the final plat which shall provide that the city may without notice construct and install the improvements and assess the total cost thereof against the subdivided property in accordance with city and state requirements regarding special assessments, and that the subdividers, for themselves, their heirs, their grantees, their assigns, and all subsequent

owners of any part of the subdivided area waive all formalities, rights of protest, and rights of appeal to the construction and installation of the improvements by the city and to the assessment of the total cost thereof against the subdivided area even though the cost may exceed the amount that can legally be assessed against the subdivided area by the city. The assessment waiver shall further provide that the subdivider and the persons who own the property benefited by the improvements at the time construction and installation of the improvements is initiated by the city shall be jointly and severally liable for any difference between the cost of the improvements and the amount which can be legally assessed by the city against the subdivided area.

16.20.040 City Council approval standards

The city council shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter and conformance with the approved preliminary plat. The city council may approve a final plat that is not strictly in conformance with the preliminary plat if modifications are deemed minor and final plat is deemed to be in general conformance with the approved preliminary plat. The city council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. This 60-day time shall not apply if the applicant fails to provide the material enumerated in Section 16.20.030 of the Davenport Municipal Code.

16.20.050 Submission of data to city engineer.

The city engineer, or designee, may request data to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.20.060 Compliance.

Before it is recorded in the office of the county recorder, the provisions of Chapter 354 of the Code of Iowa, and amendments thereto, shall be complied with.

Section 18. Sections 16.24.080 of the Davenport Municipal Code entitled “Lots” and Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” is hereby amended as follows:

16.24.080 Lots.

- A. All side lines of lots shall be at right angles to straight street lines, or radial to curved street lines, unless a variation to this rule will give a better street and lot plan.
- B. All lots platted in a subdivision shall have frontage on a platted street or officially approved private street unless the lot arrangement has been approved by the city council upon recommendation by the city plan and zoning commission.
- C. The minimum dimensions for lots no less than what is required by the zoning district in which the property is located.
- D. Corner lots shall have extra width sufficient to permit required building setback lines on both front and side streets.
- E. Should a subdivision be on or overlap the city limits, it shall be platted so the city limit boundary shall be along a street centerline or shall be a lot line. In no case shall a lot be platted so as to be bisected by the city limit boundary line.

Section 19. Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” is hereby amended as follows:

Chapter 16.26 Reserved.

Section 20. Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” is hereby amended as follows:

Chapter 16.28 Subdivision Improvements

16.28.010 Required.

The final plat of any subdivided area shall be approved and recorded prior to the subdivider making and/or installing any of the improvements described in this chapter.

16.28.020 Subdivision improvements required.

The minimum improvements installed in any subdivision shall be in accordance with the provisions set forth in sections 16.28.030 through 16.28.060.

The city engineer, or designee, shall approve plans for subdivision improvements prior to any construction related to subdivision improvements or buildings and/or site improvements on lots connecting to said subdivision improvements. Subdivision improvement plan approval expires if construction has not begun within one year after the date of the approval. An extension of this one year validity period may be granted by the city engineer, or designee, prior to the expiration date of the approval, if the applicant requests an extension in writing prior to the expiration date of the approval.

No certificate of occupancy (temporary) or permanent) shall be issued until all subdivision improvements are constructed and/or installed and accepted by the city.

16.28.030 Streets.

All streets shall be constructed in accordance with Title 12 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

16.28.040 Sidewalks.

Sidewalks shall be constructed along the right-of-way of each street in accordance with Title 12 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

16.28.050 Sewers.

Sewers shall be constructed in accordance with Title 13 of the Davenport Municipal Code, entitled public systems, and the most recent city standards and specifications.

16.28.060 Monuments.

Steel rods, a minimum of one-half inch in diameter and twenty-four inches long shall be in place on the site of the proposed subdivision marking all block and lot corners, all points of curvature, all points of tangency, and all boundary corners before the final plat shall be approved by the city council.

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

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

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

First Consideration: _____

Second Consideration: _____

Approved: _____

Published in the *Quad City Times* on _____

Frank Klipsch, Mayor

Attest: _____
Brian Krup, Deputy City Clerk

ORDINANCE NO. 2019 -

Request of the City of Davenport to amend various titles, chapters and sections of the Davenport Municipal Code, specifically by amending Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” by amending outdated references to chapters in Title 17 of the Davenport Municipal Code, by amending Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” by deleting outdated reference to a section and chapter in Title 17 of the Davenport Municipal Code, by amending Section 5.10.210 of the Davenport Municipal Code, entitled “Prohibited sales and acts” by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M, by amending Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations (Section 5.17.030.H only)” by deleting language regarding measurement to a curblin and amending outdated reference to a section in Title 17 of the Davenport Municipal Code, by amending Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” by amending outdated reference to zoning classifications in Title 17 of the Davenport Municipal Code, by amending Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations” by defining “substantial renovation” and by adding language that the section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer, by amending Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” by deleting outdated reference to sections in Title 17 of the Davenport Municipal Code, by deleting redundant language, by amending language such that the duration of all permits shall be 30 days and by reordering said section, by amending Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” by amending language such that surface water, groundwater, storm water, roof runoff, or subsurface drainage may not be connected directly or indirectly to a public sanitary sewer, by amending Section 13.33.030 of the Davenport Municipal Code entitled “Definitions” by deleting the definitions “Apartment/condominium”, “Developed agricultural property” and “Duplex”, by deleting the list of nonresidential properties in the definition of “Nonresidential properties”, and by reordering said section, by amending Section 15.12.040 of the Davenport Municipal Code entitled “Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)” by amending an outdated code reference and by amending “flood plain district” to “flood plain hazard area”, by amending Section 15.12.052 of the Davenport Municipal Code entitled “Chapter 3 International Residential code modified (Section 15.12.052.F only)” by amending an outdated code reference and by amending “flood plain district” to “flood plain hazard area”, by amending Section 15.30.010 of the Davenport Municipal Code entitled “Licensing generally (Section 15.30.010.B only)” by amending an outdated code reference, by amending Section 15.44.070 of the Davenport Municipal Code entitled “Definitions (definition of Manufactured Home Park or Subdivision only)” by deleting outdated reference to a chapter in Title 17 of the Davenport Municipal Code, by amending

Section 16.04.040 of the Davenport Municipal Code, entitled “Building Line” by deleting the definition and renaming said section to “Reserved”, by amending Chapter 16.16 of the Davenport Municipal Code entitled “Preliminary Plats” by amending Section 16.16.010 of the Davenport Municipal Code, entitled Preliminary plats” by amending language such that the exception for requiring a preliminary plat is expanded, by amending Section 16.16.020 entitled “Submission of preliminary plat – contents” by renaming said section to “Application” and by deleting and amending language in said section regarding the submittal process and the required information to be submitted, by amending Section 16.16.030 entitled “Conformance with minimum standards” by renaming said section to “Approval standards” and by amending language in said section regarding the Plan and Zoning Commission and City Council approval process and by amending Section 16.16.050, entitled “Voidable when” by amending language such that the Zoning Administrator may grant a twelve month extension, by deleting Section 16.20.010, entitled “Conditions for approval”, by deleting Section 16.20.020, entitled “Scale”, by amending Section 16.20.030, entitled “Copies to be submitted – supplemental information” by renumbering Section 16.20.030 to Section 16.20.010, by renaming said section to “Application”, by amending language in said section regarding the submittal process and the required information to be submitted and articulating that the Zoning Administrator may allow for the Preliminary Plats and Final Plats to be submitted concurrently, by creating Section 16.20.020, entitled “Plan and zoning commission approval standards” by adding language regarding the Plan and Zoning Commission approval standards, by amending Section 16.20.040, entitled “Material to be filed prior to consideration” by renumbering Section 16.20.040 to Section 16.20.030, by renaming said section to “Information to be submitted prior to city council consideration”, by amending language in said section regarding the information to be submitted, by creating section 16.20.040, entitled “City Council approval standards” and adding language regarding approval standards, by amending Section 16.20.050, entitled “Submission of data to city engineer” by deleting and adding language regarding the data to be submitted to the city engineer, by deleting Section 16.20.060, entitled “Final approval”, by amending Section 16.20.070, entitled “Compliance” by renumbering Section 16.20.070 to Section 16.20.060 and amending outdated Iowa Code reference, by amending Section 16.24.080 of the Davenport Municipal Code entitled “Lots” by deleting minimum lot width and depth language, by amending Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” by deleting the language in the section and renaming said section to “Reserved”, by amending Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” by deleting the language in the chapter and renaming said chapter to “Reserved”, by amending Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” by renaming the chapter to “Subdivision Improvements”, by amending Section 16.28.010 of the Davenport Municipal Code, entitled “Required” by amending language such that subdivision improvements shall not be installed prior to a final plat being approved and recorded, by deleting Section 16.28.020 entitled “Instruments may be filed in lieu of final completion - exceptions” by amending Section 16.28.030 of the Davenport Municipal Code, entitled “Minimum required” by renaming said section to “Subdivision improvements required”, by adding language regarding the approval of plans for subdivision improvements, the time period of approval and the timing of the installation and acceptance of subdivision improvements, by amending Section 16.28.030 entitled “Streets” by renumbering Section 16.28.030 to Section 16.28.020 and by deleting language in existing said section language and adding language

regarding construction standards, by deleting Section 16.28.045, entitled “Street signs”, by amending Section 16.28.050 entitled “Sidewalks” by renumber Section 16.28.050 to Section 16.28.040 and by deleting and adding language regarding construction standards, by amending Section 16.28.060 entitled “Sewers” by renumber Section 16.28.060 to Section 16.28.050 and by deleting language existing section language and adding language regarding construction standards and by amending Section 16.28.070 entitled “Monuments” by renumber Section 16.28.070 to Section 16.28.060. [Ward All]

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

Section 1. Section 5.09.030 of the Davenport Municipal Code, entitled “Business regulations (Sections 5.09.030.G, 5.09.030.H and 5.09.030.K only)” is hereby amended as follows:

5.09.030 Business regulations.

- G. Notwithstanding the requirements for off-street parking contained in ~~Chapters 17.30 and 17.44~~ Title 17 of the Davenport Municipal Code, motor vehicle dealerships shall provide at least one off-street parking space for customer use for each repair stall required under this chapter.
- H. It is unlawful for any person to operate a motor vehicle dealership unless the surface of such motor vehicle dealership lot has first been paved in conformance with the requirements of Title 17 of the Davenport Municipal Code ~~Chapter 17.56~~. If an applicant is able to demonstrate that he or she is waiting for a Department of Natural Resources permit concerning an underground storage tank, a temporary surface of seal-coated gravel will satisfy the requirements of this section for a period of twelve months immediately succeeding the application date. Upon proper demonstration that DNR approval is still pending, the twelve-month period may be renewed for a like time period. It is unlawful for any person operating or concerned with the operation of an outdoor motor vehicle parking space in the city to permit dust, dirt, or other debris to accumulate upon the surface of such parking space or to blow from such surface.
- K. The provisions of this chapter expressly apply to motor vehicle dealerships. Any requirements not contained in this chapter, but expressly contained in ~~Chapters 17.30, 17.42, or 17.44~~ Title 17 of the Davenport Municipal Code, shall also govern the operation of a motor vehicle dealership.

Section 2. Section 5.10.105 of the Davenport Municipal Code, entitled “Permits and licenses - distance separation provisions (Sections 5.10.105.A and 5.10.105.B only)” is hereby amended as follows:

5.10.105 Permits and licenses – distance separation provisions.

- A. No application for a class A, class B, class C, or class E liquor store control license or a wine permit or a beer permit shall be approved if the property upon which such licensed or permitted activity will occur is located within six hundred feet, including public rights-of-way, of a state registered child development home, state licensed child care center, or public or private elementary or secondary school. However, an application within six hundred feet, but not immediately abutting, a state registered child development home

or state licensed child care center may be approved if the city council upon a hearing grants a waiver to this rule. The city council may grant the waiver if it determines the following exists: (1) the affected child development home or care center consents to the granting of the waiver; or (2) sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the applicant, such as: (a) an arterial roadway as defined in section 17.04.010.15, (b) at least one hundred feet of natural buffering like woods, ravines, waterways, or wetlands, or (c) similar or greater visual, sound, and physical separation as set forth in paragraphs (a) and (b) immediately above. "Physical separation" refers to the ease and options for pedestrian movement.

- B. The prohibitions contained in subsections A and F shall not apply to hotels offering restaurant service, formally organized clubs operated solely for objects of national or state-wide social, patriotic, benevolent or similar purposes, pharmacies, or restaurants where the sale of alcoholic beverages is not the principal business carried on; nor to the renewal of a license or permit for the sale and consumption on premises that are located within six hundred feet of a state registered child development home, state licensed child care center or school if the premises was previously licensed or permitted prior to the establishment of the distance separation limitation and said license or permit has not expired or lapsed for a period of six months or more. "Hotel" as used in this section means a premises licensed by the state and regularly kept open for the lodging of transient guests but does not include a facility licensed as a bed and breakfast. "Restaurant" as used in this section means any retail establishment, the principal business of which consists of the sale of food products for consumption on the premises. The volume of food sales—not including the sale of alcoholic beverages, tobacco sales and non-food product sales—shall not be less than fifty percent of the total dollar volume of sales made by the establishment. It shall be presumed that the sale of alcoholic beverages by the holder of a liquor control license or class B beer permit constitutes more than fifty percent of the volume of all sales, which presumption may be overcome by furnishing a verified statement of total dollar volume of all sales which also shows as separate line items total dollar sales figures for food, alcoholic beverages, tobacco sales and non-food product sales for the six months immediately preceding the application or renewal, or by providing an affidavit by the business's certified public accountant or chief financial officer stating the gross income breakdown, or a copy of the business's state income tax form showing the income breakdown. ~~A business unable to rebut the presumption as provided shall be required to obtain a special use permit as provided for in Chapter 17.48, which permit, if approved, shall be conditioned upon the city's receipt of income information at the one year anniversary of the grant of the special use permit showing that the business does, in fact, meet the definition herein.~~ Failure to rebut the presumption at the end of the first year by meeting the fifty percent nonalcoholic beverage income requirement disqualifies the business from continuing to hold a liquor license, beer or wine permit at the location for which the special use permit was granted. A statement as to how the business operation will or is proposed to operate or its estimated income projections are not sufficient or adequate to overcome the presumption.

Section 3. Section 5.10.210 of the Davenport Municipal Code, entitled “Prohibited sales and acts (Sections 5.10.210.K, 5.10.210.L and 5.10.210.M only)” is hereby amended by deleting Sections 5.10.210.K, 5.10.210.L and 5.10.210.M.

Section 5.10.210 Prohibited sales and acts.

- ~~K. If business has ceased for a period of six months or more on any parcel of property for which a special use permit as provided in Section 17.48.020 was required and obtained, any new business for which a special use permit would be required shall, prior to operating from that same property, be required to apply for and obtain its own special use permit.~~
- ~~L. Any application or renewal which requests a change in class of license or permit from a less permissive privilege to a more expansive privilege shall require the licensee or permittee to obtain a special use permit as provided by Section 17.48.020.~~
- ~~M. The operation of a business required to hold a liquor license or beer or wine permit shall obtain a special use permit as approved by the zoning board of adjustment unless such business can establish that it qualifies as one of the businesses that is identified in subsections B and C as exempt, i.e., a hotel, restaurant, grocery store or pharmacy whose sales of alcoholic beverages do not account for more than fifty percent of gross income. Any business that does not have previous operations experience upon which to establish that it qualifies for an exemption shall obtain a special use permit.~~

Section 4. Section 5.17.030 of the Davenport Municipal Code, entitled “Sales regulations. (Section 5.17.030.H)” is hereby amended as follows:

Section 5.17.030 Sales regulations.

- ~~H. Any display of tangible personal property offered for sale and any signs or advertising shall be at least fifteen feet from the curbline or outside edge of a public right-of-way. Prohibited signs designated in Section 17.45.030 shall not be used. Signs must comply with subsection 17.45.050B, 4 Title 17 of the Davenport Municipal Code.~~

Section 5. Section 6.06.040 of the Davenport Municipal Code, entitled “Zoning districts allowed” is hereby amended as follows:

Section 6.06.040 Zoning districts allowed.

Permits may be granted for tracts of land with a single family residential dwelling, as defined by Title 17 of the Davenport Municipal Code, being the principal use located in the following residential districts: R-1, R-2, R-3, R-4, R-5, R-5M, R-6M, TND, or any residential zoning district which has a PUD overlay. In addition, permits may be granted for tracts of land with single family residential being the principal use located in the following commercial or industrial districts: O-T, C-O, C-1, C-2, M-1, M-2.

Section 6. Section 8.15.120 of the Davenport Municipal Code, entitled “Existing installations) is hereby amended as follows.

Section 8.15.120 Existing installations.

Buildings in existence at the time of the adoption of this code may have their existing use or occupancy continued, if such use or occupancy was legal at the time of its installation. However, where existing installations were legal at the time of their installations, if substantial alterations or replacement occurs, the work must meet existing code. Substantial alteration occurs with any exterior change, the cost of which exceeds 50% of the assessed or appraised building value. Routine exterior maintenance activities such as painting, tuckpointing, replacing trim in kind, railings in kind, or replacing other nonstructural architectural details in kind are not considered to constitute a substantial repair/rehabilitation unless the cost of exceeds 50% of the assessed or appraised building value. Notwithstanding the foregoing, Any any change in the use or occupancy of any existing building or structure shall comply with the related provisions of the Davenport Municipal Code. This section does not apply to any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 7. Section 8.17.080 of the Davenport Municipal Code, entitled “Abatement of dangerous buildings” is hereby amended as follows:

Section 8.17.080 Abatement of dangerous buildings.

All buildings or portions thereof which are determined after inspection by the authorized official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in this code. In nonemergency situations, a review under Chapter 17.23, entitled "Historic Preservation," shall be conducted when applicable.

Section 8. Section 12.36.090 of the Davenport Municipal Code, entitled “Obstructions – permit required” is hereby amended as follows:

Section 12.36.090 Obstructions – permit required.

- A. No person shall place any obstruction in or above any street, alley, or other public property without first obtaining a permit from the engineering division of public works ("engineering") pursuant to this section and Chapter 12.40 of the Davenport Municipal Code.
- B. Application for a permit shall be filed with engineering along with a nonrefundable application review fee of ten dollars and proof of liability insurance in the amount of at least one hundred thousand dollars per incident. Failure to pay the ten dollar review fee or provide proof of insurance will result in automatic rejection of the application.

- C. Engineering shall review the application and approve it, if acceptable. In reviewing the application, engineering shall consider the need to use this location, the adequacy of the unobstructed space, the applicant's prior compliance with these regulations, the standards and specifications of the Iowa Manual on Uniform Traffic Control Devices, and the visibility triangles as described in Section 17.42.080.
- ~~D. The permittee must comply with the Iowa Manual on Uniform Traffic Control Devices and the visibility triangles as described in Section 17.42.080.~~
- ~~E.D.~~ The permittee shall defend and hold harmless the city against any loss, cost, or damage resulting from or related to permittee's occupation of the right-of-way.
- ~~F.E.~~ ~~For residential roofing or cleaning projects, the~~ The duration of the permit shall be ~~seven~~ thirty days. ~~In all other cases the permit shall be for thirty days.~~ A onetime extension for an equal period of time may be granted by engineering if the extension is necessitated by events outside the control of permittee.
- ~~G.F.~~ The judgment of engineering in the granting or extending of a permit is final. Additionally, the decision of engineering to revoke a permit for failure to comply with this section shall be final.
- ~~H.G.~~ A violation of this section is punishable as follows:

Type I Violations

1st Offense—\$250; 2nd—\$350; 3rd & Subsequent—\$500

No permit

Failure to Comply with Iowa Manual on Uniform Traffic Control Devices or Instructions from Traffic Engineering

~~Failure to follow visibility triangle requirements~~

Type II Violation

1st Offense—\$100; 2nd—\$150; 3rd & Subsequent—\$200

Expired Permit (for first 7 days after expiration date only, subsequently fined as No Permit)

The city may seek other administrative, legal, or equitable relief in addition to or in lieu of the fine.

Each day a violation exists may be charged as a separate offense.

Section 9. Section 13.16.033 of the Davenport Municipal Code, entitled “Discharge of surface waters” is hereby amended as follows:

Section 13.16.033 Discharge of surface waters.

It is unlawful ~~for any person~~ to make ~~or to have~~ any connection of roof downspouts, exterior or interior foundation drains, driveway drains, garage drains, or other sources of surface water, groundwater, storm water, roof runoff, or subsurface drainage to a building sewer or lateral which is connected directly or indirectly to a public sanitary sewer.

Section 10. Section 13.33.030 of the Davenport Municipal Code entitled "Definitions" is hereby amended as follows:

Section 13.33.030 Definitions.

- A. "Adjustment" means a modification in a nonresidential customer's stormwater service fee for certain activities that impact stormwater runoff or impacts the city's costs of providing stormwater management.
- ~~B. "Apartment/condominium property" means a lot or parcel of real estate on which is situated a building containing three or more single-family dwelling units.~~
- ~~C. "Developed agricultural property" means a lot or parcel of real estate used as a "farm", as defined in Section 17.04.220 which may contain one or greater dwelling units and/or other building structures but does not include undeveloped properties.~~
- ~~D.B.~~ "Director" means the director of the department of public works or designee.
- ~~E. "Duplex" means a lot or parcel of real estate for property tax purposes on which is situated a building containing two single-family dwelling units.~~
- ~~F.C.~~ "Equivalent residential unit (ERU)" means a value, equal to two thousand six hundred square feet of measured impervious area and is equal to the average amount of impervious area of residential properties within the city of Davenport.
- ~~G.D.~~ "Impervious area" means areas that have been paved and/or covered with buildings and materials, which include, but are not limited to, concrete, asphalt, rooftop, gravel, and blacktop.
- ~~H.E.~~ "Nonresidential properties" means all properties not encompassed by the definition of residential shall be defined as nonresidential. ~~Nonresidential properties shall include:~~
- ~~Developed agricultural properties;~~
 - ~~Apartment building properties;~~
 - ~~Condominiums properties;~~
 - ~~Mobile home parks;~~
 - ~~Commercial property;~~
 - ~~Industrial property;~~
 - ~~Institutional property;~~
 - ~~Governmental property;~~
 - ~~Churches;~~
 - ~~Schools;~~
 - ~~Federal, state and local properties; and~~
 - ~~Any other property not mentioned in the lists of properties.~~
- ~~I.F.~~ "Residential property" means all single-family and ~~duplex~~ two-family dwelling properties, as defined by Title 17 of the Davenport Municipal Code, within the city of Davenport.
- ~~J.G.~~ "Stormwater" means stormwater runoff, snowmelt runoff, and surface runoff and drainage.
- ~~K.H.~~ "Stormwater facilities" means various stormwater and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, channels, outlets, retention/detention basins and other structural components.
- ~~L.I.~~ "Storm sewer" means a sewer, which carries stormwater, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than permitted discharges.

M-J. "Stormwater service charge" means a charge assessed to users of the city's stormwater collection, impounding and transportation system.

N-K. "Stormwater drainage system" means all man-made facilities, structures, and natural watercourses owned by the city of Davenport, used for collection and conducting stormwater to, through, and from drainage areas to the points of final outlet including, but not limited to, any and all of the following: conduits and appurtenant features, canals, creeks, catch basins, ditches, streams, gulches, gullies, ravines, flumes, culverts, siphons, streets, curbs, gutters, dams, floodwalls, levees, and pumping stations.

Section 11. Section 15.12.040 of the Davenport Municipal Code entitled "Additions, deletions and amendments to the International Building Code (Section 15.12.040.F only)" is hereby amended as follows:

Section 15.12.040 Additions, deletions and amendment to the International Building Code

F. Delete all references to National Fuel Gas Code and insert in lieu thereof "Fuel Gas Piping requirements of Iowa Administrative Code 641-25.3(105) Fuel gas piping." Fuel gas piping shall comply with the State Plumbing Code.

NOTE:

1. All permits and regulations for the construction, encroachment and installation or maintenance within the public right-of-way and upon dedicated storm, sewer and access easements and the installation of public sidewalks, curb cuts, and drives are administered by the Department of Construction and Engineering.
2. See the Sign Ordinance of the City of Davenport for limitations on the encroachment of signs onto public property.
3. See Chapter ~~17.24~~ **15.44** of the Davenport Municipal Code for development for construction within a flood ~~plain district~~ **hazard area**.
4. See Iowa Administrative Code 641 Chapter 25 for the regulation of plumbing, potable water supply, drain, waste and venting and hydronic systems servicing buildings.
5. See Iowa Administrative Code 641 Chapter 61 for the regulation of heating, air conditioning and mechanical systems for environmental conditions and process within buildings.
6. See Iowa Administrative Code 661 Chapter 504 and Chapter 15.16 of the Davenport Municipal Code for standards for electrical work.

Section 12. Section 15.12.052 of the Davenport Municipal Code entitled "Chapter 3 International Residential code modified (Section 15.12.052.F only)" is hereby modified as follows:

Section 15.12.052 Chapter 3 International Residential Code modified.

F. Delete Section R322 "Flood Resistant Construction" in its entirety.

Note: Chapter ~~17.24~~ **15.44** of the Davenport Municipal Code for development or construction within a flood ~~plain district~~ **hazard area**.

Section 13. Section 15.30.010 of the Davenport Municipal Code entitled “Licensing generally (Section 15.30.010.B only)” is hereby amended as follows:

Section 15.30.010 Licensing generally.

- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current valid license issued in accordance with this chapter. The term sign contracting shall mean being engaged in the performance or supervision of work regulated by the provisions of Chapter 17.45 Section 17.12.060 of the Davenport Municipal Code, entitled Sign Ordinance Permit Required.

Section 14. Section 15.44.070 of the Davenport Municipal Code entitled “Definitions (definition of Manufactured Home Park or Subdivision only)”

Section 15.44.070 Definitions.

"Manufactured home park or subdivision" shall mean a manufactured home of factory-built home park as defined in Chapter 17.22 of the Davenport City Code tract designed to accommodate manufactured home sites.

Section 15. Section 16.04.040 of the Davenport Municipal Code, entitled “Building Line” is hereby amended as follows:

16.04.040 Building line Reserved.

"Building line" means a line on a plat between which line and a street, alley or private place no building or structure may be erected.

Section 16. Chapter 16.16 of the Davenport Municipal Code entitled “Preliminary Plats” is hereby amended as follows:

Chapter 16.16 Preliminary Plats

16.16.010 Requirements.

A Preliminary Plats containing three lots or less, or a preliminary plat not proposing the dedication of public infrastructure, may be exempted from the requirements of the preliminary plat as set forth in this chapter. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision.

16.16.020 Submission of preliminary plat — Contents Application.

The shall submit to the city plan commission six copies of the preliminary plat at a scale of not less than one inch per one hundred feet. Said plat should be submitted at least sixteen days excluding Saturdays and Sundays prior to the regular meeting of the city plan and zoning commission at which the plat is to be considered applicant must file an application with the Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code. The application must be on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. # The preliminary plat shall contain or be supplemented by all the following, but not limited to, information:

- A. The location of present property lines, section lines, easements, corporate limits and other legally established districts, streets, buildings, watercourses, tree masses and other existing features within the area to be subdivided and similar facts regarding existing conditions on land immediately adjacent thereto;
- B. The proposed location and width of streets, alleys, and lots, building setback lines and easements, if any. Street and alley information shall be supplemented with a typical roadway section;
- C. ~~Existing~~ The location of existing and proposed public or private infrastructure, including but not limited to, sanitary and storm sewers, water mains, culverts, stormwater management and drainage systems and other underground structures within the tract and immediately adjacent thereto. ~~The location and size of the nearest water main and sewer or outlet are to be indicated in a general way upon the plat;~~
- D. Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor;
- ~~E. The names and adjoining boundaries of all adjacent subdivisions and the names of record owners of adjoining parcels of unsubdivided land;~~
- ~~F.~~ E. Existing and proposed contours with intervals of five feet or less;
- ~~G.~~ F. North point arrow, scale and date;
- ~~H.~~ G. A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.
- H. The city engineer, or designee, may request additional data and/or information to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.16.030 Conformance with minimum Approval standards.

The city plan and zoning commission shall study such evaluate the preliminary plat to see if it conforms with pursuant to the minimum standards and requirements as outlined in this chapter. The Plan and Zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council for approval within forty-five days after the submission of the preliminary plat a complete application, unless an extension is agreed to by the applicant. The City Council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. The approval of the preliminary plat does not constitute acceptance with the subdivision by the city, but is deemed to be an authorization to proceed with the preparation of the final plat.

16.16.040 Revocability.

Approval of the preliminary plat, or any portion thereof not final platted is revocable by the city plan and zoning commission.

16.16.050 Voidable when.

If neither a part nor all of the preliminary plat is approved by the city council as a final plat within one year after the approval of the preliminary plat, the preliminary plat shall be void unless a twelve month extension is granted by the city plan and zoning commission Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code.

If only part of a preliminary plat is approved as a final plat, the approval of the remaining portion of the preliminary plat shall automatically gain an extension of sixty months before another phase of the plat must be submitted in final form.

Section 17. Chapter 16.20 of the Davenport Municipal Code entitled “Final Plats” is hereby amended as follows:

Chapter 16.20 Final Plats

~~16.20.010 Conditions for Approval~~

~~After approval of the preliminary plat by the city plan and zoning commission, if required, the subdivider may prepare submit a final plat and submit six copies of it to the city plan and zoning commission. They shall be filed at least sixteen days excluding Saturdays and Sundays prior to the regular meeting of the city plan and zoning commission at which they are to be considered. If the final plat conforms to the approved preliminary plat, the city plan and zoning commission will approve the plat subject to conditions that the commission may deem necessary and proper.~~

~~16.20.020 Scale.~~

~~The final plat is to be drawn from an accurate survey at a scale of fifty feet to the inch unless a specific variance is granted by the city plan and zoning commission.~~

~~16.20.030 Copies to be submitted — Supplemental information 16.20.010 Application.~~

~~Twenty one copies of the final plat shall be submitted with the original tracing and a digital drawing file to the department of community and economic development. They shall be filed at least six working days prior to the regular meetings of the committee of the whole of the city council at which they are to be considered. The digital drawing file shall conform to the standards and requirements established by the city engineer. After final approval of the preliminary plat, if required, the subdivider may submit a final plat. A preliminary plat and final plat for a smaller-scale subdivision may be submitted concurrently. The Zoning Administrator, as defined in Title 17 of the Davenport Municipal Code, will make the final decision. The applicant must file an application with the Zoning Administrator on forms provided by the City and filed in such quantity and submittal deadlines as required by the instructions. The final plat shall show or be supplemented by the following information:~~

- ~~A.~~ The boundary lines of the area being subdivided with accurate distances and bearings;
- ~~B.~~ ~~The lines of all proposed streets and alleys with their width and names;~~
- ~~C.~~ The accurate outline of any property which is offered for dedication for public use;
- ~~D.~~ ~~C.~~ The lines of all adjoining lands ~~and the lines of adjacent streets and alleys with their width and names;~~

- ~~E.D.~~ All lot lines and an identification system for lots and blocks;
- ~~F.E.~~ Building lines and easements for any right-of-way and easements provided for public use, services or utilities, or excess storm water passageways with names and figures showing their dimensions;
- ~~G.F.~~ All dimensions, both linear and angular, necessary for locating subdivision boundaries, lots, streets, alleys, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of a hundredths of a foot;
- ~~H.G.~~ Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners;
- ~~I.H.~~ All survey monuments and bench marks together with their descriptions;
- ~~J.I.~~ Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument or two previously established lot corners both labeled with description of each corner; points of compass; graphic scale of map; and name and address of owner or owners or the subdivider, or in the case of corporate ownership, the name and address of the registered agent of said corporation shall also appear on the plat;
- ~~J.~~ North arrow, scale and date;
- K. Certification by a Professional Land Surveyor under the laws of the state, to the effect that the plan represents a survey made by him or her and that all necessary survey monuments are correctly shown thereon;
- L. Private restrictions and trusteeships and their periods of existence, if any. Should such restrictions and trusteeships be of such length as to make lettering of same on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat. Low water entry elevation for lots abutting an excess storm water passageway;
- M. Certification by an authorized representative of the public service or utility companies concerned that easements shown on the plat are satisfactory for their requirements.

16.20.020 Plan and zoning commission approval standards.

The plan and zoning commission shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter and conformance with the approved preliminary plat. The plan and zoning commission may approve a final plat that is not strictly in conformance with the preliminary plat if modifications are deemed minor and final plat is deemed to be in general conformance with the approved preliminary plat. The plan and zoning Commission must recommend approval, approval with conditions, or denial of the application. The commission shall submit its recommendation to the city council within forty-five days after the submission of a complete application, unless an extension is agreed to by the applicant.

16.20.040 16.20.030 Material to be filed prior to city council considerations.

The following material shall be filed with the department of community development at least six working days prior to the regular meeting of the community development committee of the city council at which they are to be considered Zoning Administrator, as defined in Title 17 of the Davenport City Code, in such quantity and submittal deadlines as required by the instructions:

- A. ~~Three copies of certified Certified plans showing the improvements that have been constructed within the subdivision, or bond, or assessment waiver assuring construction of these improvements as required by Chapter 16.28;~~
- B. ~~A petition, signed by the property owner, requesting the city council to approve the plat;~~
- C. ~~A letter of certification by the surveyor that all monuments required by Section 16.28.030(d) are in place;~~
- D. ~~State approved plans and profiles of all sanitary sewers and appurtenances;~~
- E. ~~Letter from the developer's engineer stating the quantities of excavation, pavement, sidewalks, sewers, and other necessary improvements, if a surety bond is to be filed;~~
- F. ~~A hold-harmless agreement protecting the city from any damages, claims, or suits resulting from the construction and development by the owner and/or subdivider. Said agreement shall be approved as to format by the city attorney's office, and recorded with the plat;~~
- G. ~~A cash fee with the city (reforestation fee) in an amount as specified in the city of Davenport Arboriculture Specifications and Standards of Practice for every fifty feet of lineal lot frontage on public streets within the area included within the submitted final plat with the exception of frontage on cul-de-sac turnarounds. Such funds shall be used by the forestry division of the department of leisure facilities and services of the city of Davenport for the purpose of planting street trees along both sides of all streets within the subdivision and on the side of the streets, which abut the subdivision with the exception of the right of way on cul-de-sac turnarounds;~~
- H. ~~Mayor's and clerk's certificate;~~
- I. ~~The following signed certificates shall be furnished:~~
 - 1. ~~One surveyor's certificate, signed and sealed~~
 - 2. ~~Owner's certificate~~
 - 3. ~~Certificate from county treasurer~~
 - 4. ~~Certificate from attorney~~

- A. Surveyor certificate;
- B. Dedication of owner;
- C. Certification of consent of mortgage holder, if applicable;
- D. Attorney's certificate;
- E. Acceptance by the city;
- F. Auditor approval of subdivision name;
- G. Treasurer's certificate;
- H. A hold-harmless agreement protecting the city from any damages, claims, or suits resulting from the construction and development by the owner and/or subdivider. Said agreement shall be approved as to format by the city attorney's office, and recorded with the plat;
- I. An assessment waiver to be approved by the council prior to the acceptance of the final plat which shall provide that the city may without notice construct and install the improvements and assess the total cost thereof against the subdivided property in accordance with city and state requirements regarding special assessments, and that the subdividers, for themselves, their heirs, their grantees, their assigns, and all subsequent owners of any part of the subdivided area waive all formalities, rights of protest, and

rights of appeal to the construction and installation of the improvements by the city and to the assessment of the total cost thereof against the subdivided area even though the cost may exceed the amount that can legally be assessed against the subdivided area by the city. The assessment waiver shall further provide that the subdivider and the persons who own the property benefited by the improvements at the time construction and installation of the improvements is initiated by the city shall be jointly and severally liable for any difference between the cost of the improvements and the amount which can be legally assessed by the city against the subdivided area.

16.20.040 City Council approval standards

The city council shall evaluate the final plat pursuant to the minimum standards and requirements as outlined in this chapter. The city council must approve, approve with conditions, or deny the application within 60 days of the submission of a complete application, unless an extension is agreed to by the applicant. This 60-day time shall not apply if the applicant fails to provide the material enumerated in Section 16.20.030 of the Davenport Municipal Code.

16.20.050 Submission of data to city engineer.

At least one week prior to the submission of the final plat the subdivider shall submit to the city engineer for his written approval a plat showing all proposed final contours with intervals of two feet or less with arrows indicating direction of flow of surface drainage along with storm water calculations for the drainage area, as well as profiles of all streets and sewers within the entire area to be approved on the final plat. The proposed location of all water mains and hydrants shall also be shown. All vertical benchmarks shall be identified.

Upon the initiation of site development including grading all perimeter erosion control measures shall be in place when required.

The city engineer, or designee, may request data to support that any proposed infrastructure will be constructed in accordance with the most recent city standards and specifications.

16.20.060 — Final approval.

After approval of the final plat of the subdivision by the city plan and zoning commission, the recommendation of approval and the final plat shall be submitted to the city council by the chairman of the commission for final approval and for acceptance of the subdivision. (Ord. 92-529 § 1 (part)).

16.20.070 16.20.060 Compliance.

Before it is recorded in the office of the county recorder, the provisions of Chapter 409 354 of the Code of Iowa, 1990, and amendments thereto, shall be complied with.

Section 18. Sections 16.24.080 of the Davenport Municipal Code entitled “Lots” and Section 16.24.090 of the Davenport Municipal Code entitled “Building Lines” is hereby amended as follows:

16.24.080 Lots.

- A. All side lines of lots shall be at right angles to straight street lines, or radial to curved street lines, unless a variation to this rule will give a better street and lot plan.
- B. All lots platted in a subdivision shall have frontage on a platted street or officially approved private street unless the lot arrangement has been approved by the city council upon recommendation by the city plan and zoning commission.
- C. The minimum dimensions for lots ~~platted after the adoption of the ordinance codified in this title shall be fifty feet in width and one hundred feet in depth, except as otherwise allowed in the zoning ordinance of the city of Davenport, but in no case shall a lot that is to be used for residential purposes contain no less area than what is required by the lot area regulation of the~~ zoning district in which the property is located.
- D. Corner lots shall have extra width sufficient to permit required building setback lines on both front and side streets.
- E. Should a subdivision be on or overlap the city limits, it shall be platted so the city limit boundary shall be along a street centerline or shall be a lot line. In no case shall a lot be platted so as to be bisected by the city limit boundary line.

~~16.24.090 Building lines~~ Reserved.

~~Building lines shall be shown on all lots. Whenever the depth of such building lines are greater than those required by the zoning ordinance, provision shall be made by deed restrictions requiring all enclosed parts of buildings to be set back to such building lines.~~

Section 19. Chapter 16.26 of the Davenport Municipal Code entitled “Conservation Subdivision Option” is hereby amended as follows:

Chapter 16.26 ~~Conservation subdivision option~~ Reserved.

~~16.26.010 Conservation subdivision option.~~

~~The conservation subdivision option is intended to be used in conjunction with the conservation subdivision—planned unit development (PUD) ordinance. The option is intended to allow more creativity and imagination to be used in the subdivision design process as well as to protect important open space resources in perpetuity. In the conservation subdivision and conservation subdivision—planned unit development minimum lot sizes and all yard setbacks may be waived. Minimum lots need only comply with the district's underlying zoning plus any density bonus established in Section 17.33.060.~~

~~A conservation subdivision is to be processed in the same manner as other plats with the same required submissions with the exception that the conceptual land use plan may take the place of a preliminary plat and its approval shall constitute preliminary plat approval.~~

~~16.26.020 Improvements.~~

~~The city of Davenport may at its sole discretion waive, or modify, requirements in the city of Davenport's construction and engineering specifications for street width, curb and gutters, sidewalks, etc. with the approval of any final plat for a conservation subdivision. Alternately, the city may choose to create alternate standards for street width, curbs and gutters, sidewalks, etc. that would apply to conservation subdivisions, conservation subdivision—planned unit developments, and traditional neighborhood development districts.~~

~~16.26.030 Open Space Requirements.~~

~~Required open space shall be included in the final subdivision plat of adjacent property. All open space areas must be platted as separate open space lots or outlots.~~

~~Improvements to open spaces shall be constructed by the subdivider as part of the subdivision.~~

Section 20. Chapter 16.28 of the Davenport Municipal Code entitled “Improvements” is hereby amended as follows:

Chapter 16.28 Subdivision Improvements

16.28.010 Required.

~~Before the~~ The final plat of any subdivided area shall be approved and recorded, prior to the subdivider ~~shall make and install~~ making and/or installing any of the improvements described in this chapter.

~~16.28.020~~ Instruments may be filed in lieu of final completion — Exceptions.

In lieu of final completion of the improvements before the final plat is approved by the council, the subdivider may file one or more of the following instruments with the city engineer:

- A. — A surety bond with the city or the county, depending upon the location of the subdivision, which will insure to the city or county that the required improvements will be completed by the subdivider within two years after council approval of the final plat.
- B. — A cash deposit with the city or county depending upon the location of the subdivision, in an amount determined by the engineering department sufficient to complete the required improvements.
- C. — An assessment waiver to be approved by the council prior to the acceptance of the final plat which shall provide that the city may without notice construct and install the improvements and assess the total cost thereof against the subdivided property in accordance with city and state requirements regarding special assessments, and that the subdividers, for themselves, their heirs, their grantees, their assigns, and all subsequent owners of any part of the subdivided area waive all formalities, rights of protest, and rights of appeal to the construction and installation of the improvements by the city and to the assessment of the total cost thereof against the subdivided area even though the cost may exceed the amount that can legally be assessed against the subdivided area by the city. The assessment waiver shall further provide that the subdivider and the persons who own the property benefited by the improvements at the time construction and installation of the improvements is initiated by the city shall be jointly and severally liable for any difference between the cost of the improvements and the amount which can be legally assessed by the city against the subdivided area.
- D. — The filing of an assessment waiver for a particular improvement in lieu of final completion of the improvement shall not be permitted if:
 - 1. — The abutting property which would be assessed for the cost of the improvement pursuant to the city's regular assessment procedure is not included within the platted area; or
 - 2. — The past performance of the subdivider in installing subdivision improvements within or without the city indicates, or other circumstances exist, which indicate that the improvement may not be installed within two years of council approval of the final plat.

~~16.28.030~~ 16.28.020 Minimum Subdivision improvements required.

The minimum improvements installed in any subdivision ~~before the plat can be finally approved~~ shall be in accordance with the provisions set forth in sections ~~16.28.040~~ 16.28.030 through ~~16.28.070~~ 16.28.060.

The city engineer, or designee, shall approve plans for subdivision improvements prior to any construction related to subdivision improvements or buildings and/or site improvements on lots connecting to said subdivision improvements. Subdivision improvement plan approval expires if construction has not begun within one year after the date of the approval. An extension of this one year validity period may be granted by the city engineer, or designee, prior to the expiration date of the approval, if the applicant requests an extension in writing prior to the expiration date of the approval.

No certificate of occupancy (temporary) or permanent) shall be issued until all subdivision improvements are constructed and/or installed and accepted by the city.

16.28.040 16.28.030 Streets.

Prior to the issuance of the first occupancy permit, street name signs are to be installed at the intersections of city streets as per specifications determined by the city traffic engineer.

The city, at its sole discretion, may waive various street requirements in a conservation subdivision-planned unit development or in a traditional neighborhood development district.

All streets shall be constructed in accordance with Title 12 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

16.28.045 Street signs.

Prior to the issuance of the first occupancy, permit street name signs are to be installed at the intersections of city streets as per specifications determined by the City Traffic Engineer.

16.28.050 16.28.040 Sidewalks.

Sidewalks shall be constructed along the right-of-way of each street pursuant to in accordance with Title 12 Chapter 12.12 of the 1990 of the Davenport Municipal Code, entitled streets, sidewalks and public places, and the most recent city standards and specifications.

A. All sidewalks shall be a minimum of four feet in width. The city reserves the right to require additional width depending on the character of the development. The extra width is to be provided at the developer's expense.

B. Materials and construction methods shall be in accordance with the minimum standards set forth by the engineering department.

C. The city, at its sole discretion, may waive the requirements for sidewalks in conservation subdivision-planned unit developments, particularly in areas with no housing.

16.28.060 16.28.050 Sewers.

A. Where a public sanitary sewer is reasonably accessible, the subdivider shall connect or provide for the connection with such sanitary sewer and shall provide within the subdivision the sanitary sewer system required to make the sewer accessible to each lot in his subdivision. Sewers on public property or easements shall have the approval of the Iowa State Board of Health. Adequate provision shall be made for the disposal of stormwater, subject to the approval of the city engineer and the city council. Prior to acceptance of sanitary sewer installed by private contractor, the City of Davenport Sewer Division must televise the lines to ensure that they meet acceptable city standards. Fees for this service shall be set from time to time by city council resolution and will be billed to the developer or property owner and must be paid before the system will be accepted and released for further development.

~~B. In areas within the city where a public sewer is not available, the subdivider shall provide a private sewer accessible to each lot in his subdivision and connected to a private treatment facility other than a septic tank, approved by the city engineer and the Iowa State Board of Health. All sewers shall be constructed to standard city specifications and shall have prior approval of the city engineer that said private sewer system will be compatible for connection to public sanitary sewer facilities when available. Maintenance of private sanitary sewers and treatment facilities shall be the responsibility of the subdivider or a duly constituted homeowners association, until such time as it is connected to public sewers. The sewers shall then be dedicated to the city and thereafter be maintained as part of the public sanitary sewer system. A duly constituted homeowners association shall be one whose articles of incorporation have been approved by the city attorney's office.~~

Sewers shall be constructed in accordance with Title 13 of the Davenport Municipal Code, entitled public systems, and the most recent city standards and specifications.

~~16.28.070~~ 16.28.060 Monuments.

Steel rods, a minimum of one-half inch in diameter and twenty-four inches long shall be in place on the site of the proposed subdivision marking all block and lot corners, all points of curvature, all points of tangency, and all boundary corners before the final plat shall be approved by the city council.

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:

Frank Klipsch, Mayor

Attest: _____
Brian Krup, Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/6/2019

Subject:
Resolution setting a Public Hearing on the proposed conveyance of 219 Scott St to Corrosion Control Service, Inc, petitioner. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:

The subject property, 219 Scott St, was originally the site of the Linden Apartment building, an historic structure in downtown Davenport. The building suffered a fire in 2005 and was eventually torn down. The owner deeded the property to the City of Davenport and it has been maintained as a vacant lot by the City for roughly the past seven years.

The petitioner owns the adjacent property at the SE corner of 3rd and Scott Streets, which is a two-story, mixed-use building. While that property has occupied apartment units on the second floor, the first floor has been vacant and boarded for a number of years, last occupied as a bar. The petitioner has indicated that there has been interest in leasing/acquiring and redeveloping the first floor, but the lack of associated parking has been a barrier for interested parties.

As such, the petitioner has submitted an offer to acquire the City's adjacent vacant lot and intends to join the two parcels to allow for redevelopment to occur on the first floor of the existing structure.

In accordance with Iowa Code, approval of this Resolution will set a date for the required Public Hearing on Wednesday, November 20, 2019 at 5:30 p.m. at the Committee of the Whole meeting on this proposed conveyance and authorize staff to publish the required notice.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:42 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:31 PM

Resolution No. _____

Resolution offered by Alderman Rawson

RESOLUTION setting a public hearing on the proposed conveyance of 219 Scott Street to Corrosion Control Service, Inc. (petitioner). [Ward 3]

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

The South Ninety (90) feet of the West Fifty (50) feet of Lot Eight (8) of Block Nine (9) in the Original Town, now City of Davenport, Scott County, Iowa

Excepting, the North 4 feet of the South Ninety (90) feet of the West Fifty (5) feet of Lot Eight (8) of Block Nine (9) in the Original Town, now City of Davenport, Scott County, Iowa.

The above described tract is also described as the South 4 feet of the North Sixty-Four (64) feet of the West Fifty (50) feet of Lot Eight (8) in Block Nine (9) in the Original Town, now City of Davenport, Scott County, Iowa.

WHEREAS, the City of Davenport is supportive of projects to grow the community and that increase density in the downtown; and

WHEREAS, the City desires to reduce maintenance costs associated with mowing vacant lots; and

WHEREAS, the petitioner has submitted an offer to acquire the property with the intent of joining it with the adjacent property the petitioner already owns to allow for parking and redevelopment of the first floor retail/restaurant space; and

WHEREAS, a public hearing on this proposed conveyance is required by Iowa law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing shall be held on this proposed conveyance at the November 20, 2019 Committee-of-the-Whole meeting which begins at 5:30 pm (local time).

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Brandon Melton 563-888-2221
Wards:

Action / Date
11/6/2019

Subject:
Resolution for Case P19-03 being the request of Axiom Consultants for a preliminary plat for an 83-lot subdivision on 25.07 acres, more or less, of property located immediately west and north of Prairie Heights First Addition. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation: Residential General (RG) – Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

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

The proposed Preliminary Plat would comply with the Davenport 2035 proposed land use section.

Zoning:

The property is currently zoned R-4 Single-Family + Two Family Residential Zoning District.

Technical Review:

Streets. The property would have access via Olde Brandy Lane, Parkview Lane, and potentially a new connection with Veteran's Memorial Parkway.

Storm Water. The development will include more than 5,000 square feet of hard surface. There are currently three labeled outlots but their intended purpose is not clear at this time. This will be defined before council considers. With R-4 zoning, the maximum impervious surface coverage will be 60% of each of the 83 buildable lots. Otherwise, the development will need to comply with the City's stormwater requirements.

Sanitary Sewer. Sanitary sewers will need to be extended from existing infrastructure on Deere Creek Lane, Olde Brandy Lane, and College Avenue.

Other Utilities. Other Normal utility services are available

Public Input:

No public hearing is required for a Preliminary Plat.

Discussion:

The request is for a Preliminary Plat for an 83-lot subdivision on 25.07 acres, more or less, of property.

Plan and Zoning Commission Recommendation:

The Plan and Zoning Commission considered Case P19-03 at it's September 17, 2019 meeting.

Findings:

1. The preliminary plat conforms to the comprehensive plan Davenport+2035; and
2. The preliminary plat (with conditions recommended by City staff) would achieve consistency with subdivision requirements.

The Plan and Zoning Commission accepted the listed findings and forwards Case P19-03 to the City Council with a recommendation for approval subject to the following nine conditions:

1. That the indended purpose of outlots A, B, and C be noted and conform to the subdivision ordinance;
2. That water course within outlot A be shown;
3. That 100 year flow route be shown and demonstrate existing culverts and roadway overtopping can manage without lot flooding;
4. That Veterans Memorial Parkway be labeled;
5. That Olde Brandy Lane continue or culdesac;
6. That if accessing Veteran's Memorial Parkway, one access would be allowed and would be as far east as possible away from the bridge;
7. That drainage easements be provided to convey stormwater from individual lots to detention and water quality practices;
8. That water detention and quality be located in labeled easements;
9. That a note be added to the plat stating that detention and water quality treatment are required for this subdivision

Please note that the final plat has been revised to achieve consistency with conditions 1-9 and therefore, the conditions are not included in the resolution.

The Commission vote was 9 yes, 0 no, 0 abstention.

ATTACHMENTS:

Type

Description

- ▢ Resolution Letter
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material

Resolution
Preliminary Plat
Zoning Map
Land Use Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berger, Bruce	Approved	11/1/2019 - 9:45 AM

RESOLUTION NO. _____

Resolution offered by Rita Rawson, Chairperson

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case P19-03, of Axiom Consultants for a Preliminary Plat for an 83 lot subdivision on 25.07 acres, more or less, of property located immediately west and north of Prairie Heights First Addition. [Ward 8]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Preliminary Plat of Prairie Heights Third Addition to the City of Davenport, Iowa, be the same and is hereby approved and accepted subject to all the conditions as stated in the September 17, 2019 Plan and Zoning Commission's recommendation for approval (please note that conditions 1 – 9 have been added to the plat and/or provided and are not repeated on this resolution).

And the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution.

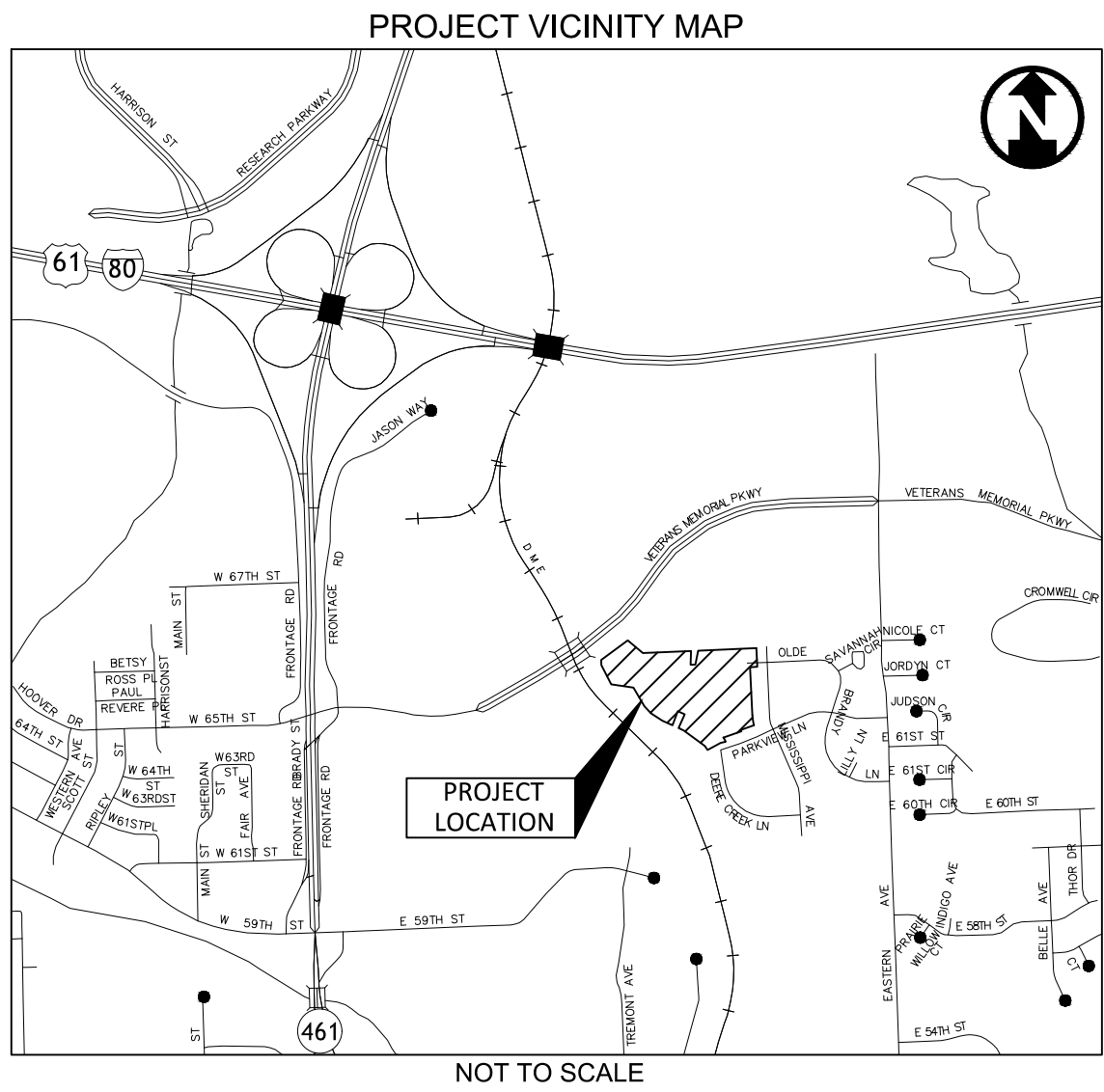
Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

PRELIMINARY PLAT
PRAIRIE HEIGHTS THIRD ADDITION
DAVENPORT, IOWA



LEGEND:

UTILITIES

EXISTING PROPOSED

COMMUNICATIONS
OVERHEAD LINE
ELECTRIC
FIBER OPTIC
GAS
SANITARY SEWER
STORM
SUBDRAIN
WATER: DOMESTIC
COMMUNICATIONS HANDHOLE
COMMUNICATIONS PEDESTAL
COMMUNICATIONS MANHOLE
GUY WIRE ANCHOR
UTILITY POLE
UTILITY POLE WITH LIGHT
LIGHT POLE
ELECTRIC MANHOLE
ELECTRIC TRANSFORMER
FIBER OPTIC HANDHOLE
FIBER OPTIC MANHOLE
GAS MANHOLE
GAS VALVE
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
STORM SEWER MANHOLE
STORM SEWER INTAKE
HYDRANT
WATER VALVE
CURB STOP
WATER MANHOLE
POST INDICATOR VALVE

SITE

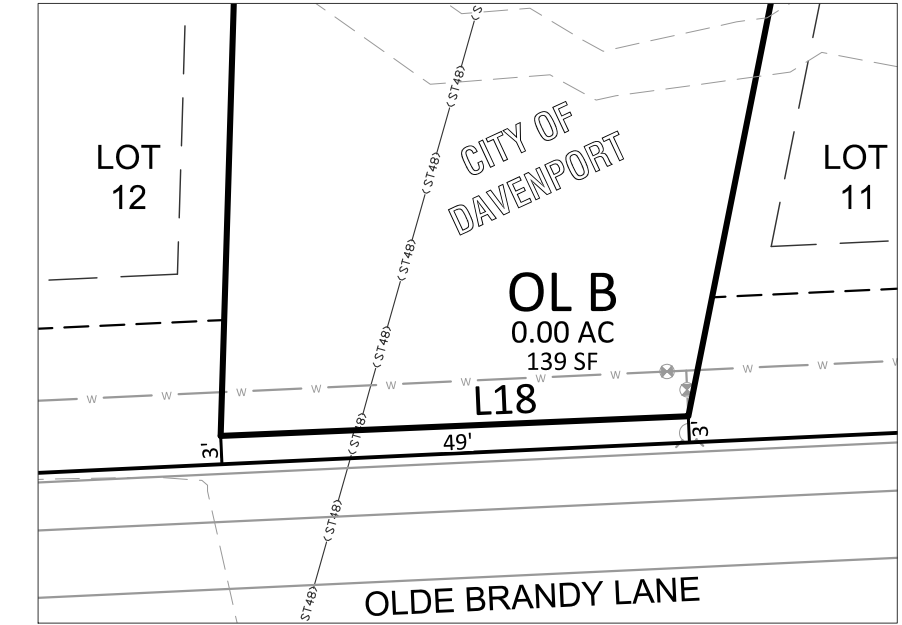
EXISTING PROPOSED

CONTOUR - INDEX
CONTOUR - INTERMEDIATE
FENCE: BARB WIRE
FENCE: WOOD
SHRUBBERY
TREE: DECIDUOUS
TREE: CONIFEROUS
MAIL BOX
POST
SIGN

KEY NOTES:

- (A) 15' PUBLIC UTILITY EASEMENT
(B) 10' PUBLIC UTILITY EASEMENT
(C) 15' UTILITY EASEMENT
(D) 20' STORM SEWER AND DRAINAGE EASEMENT
(E) 20' SANITARY SEWER EASEMENT
(F) DRAINAGEWAY
(G) 100 YEAR FLOW ROUTE
(H) 20' DRAINAGE EASEMENT

LINE TABLE		
LINE #	LENGTH	BEARING
L1	194.09	S02° 39' 48"E
L2	75.00	S87° 20' 12"W
L3	142.67	S70° 40' 43"W
L4	15.75	S19° 19' 17"E
L5	199.04	S70° 40' 43"W
L6	51.27	S77° 26' 54"W
L7	155.20	S61° 37' 38"W
L8	50.11	N35° 22' 21"W
L9	60.00	N65° 21' 33"W
L10	155.54	N24° 11' 36"E
L11	79.70	N65° 48' 24"W
L12	155.34	S20° 22' 46"W
L13	112.83	N65° 48' 24"W
L14	141.04	N57° 21' 29"W
L15	101.82	N42° 49' 17"W
L16	52.41	N01° 10' 04"W
L17	143.86	S01° 44' 33"W
L18	48.76	N87° 34' 58"E
L19	147.76	N11° 17' 28"E



OUTLOT B DETAIL

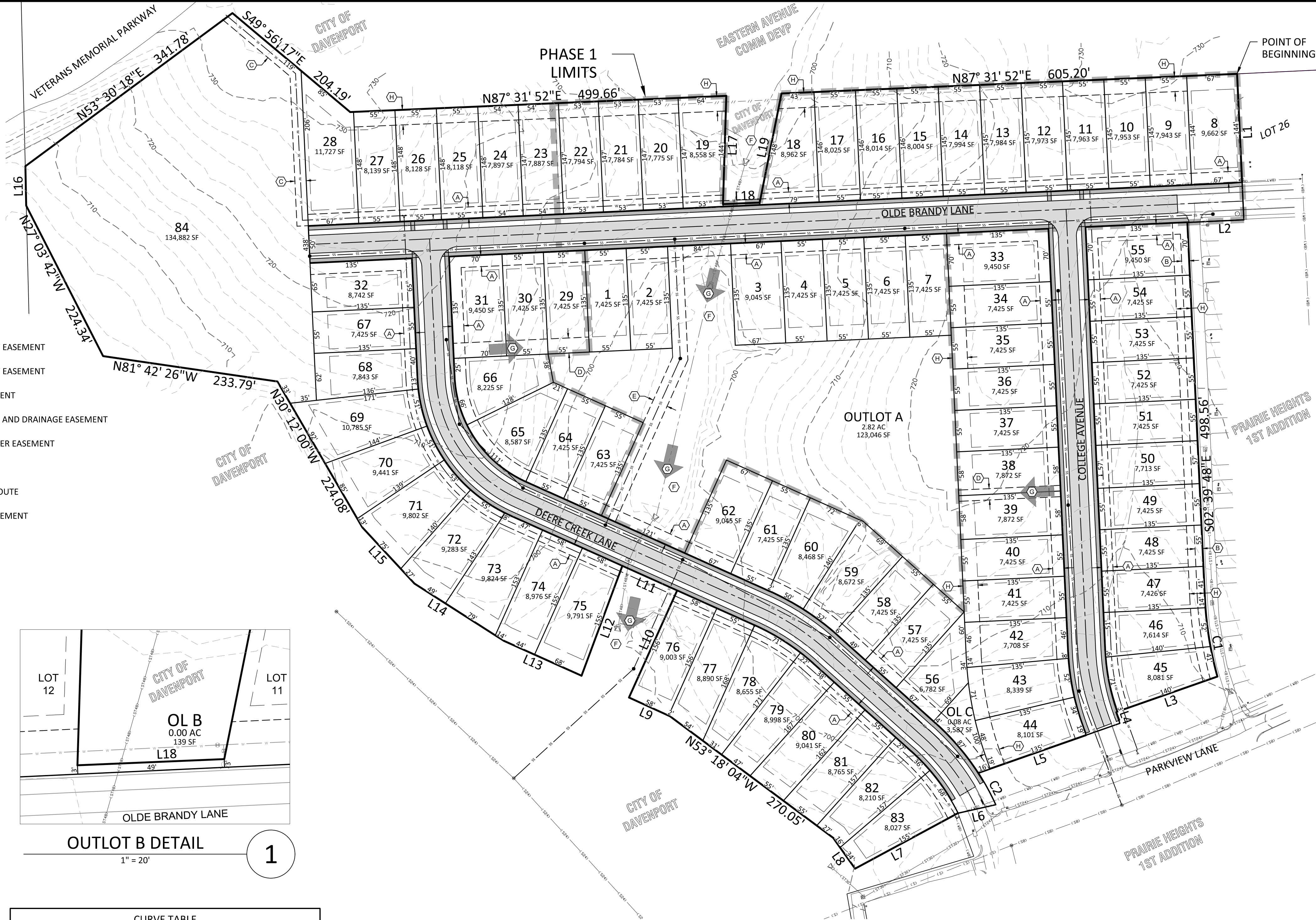
1

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.
C1	106.44	480.00	12°42'17"	S09° 01' 14"E
C2	48.14	325.00	8°29'15"	S28° 33' 18"E

PART OF THE SE ¼ OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA DESCRIBED AS:

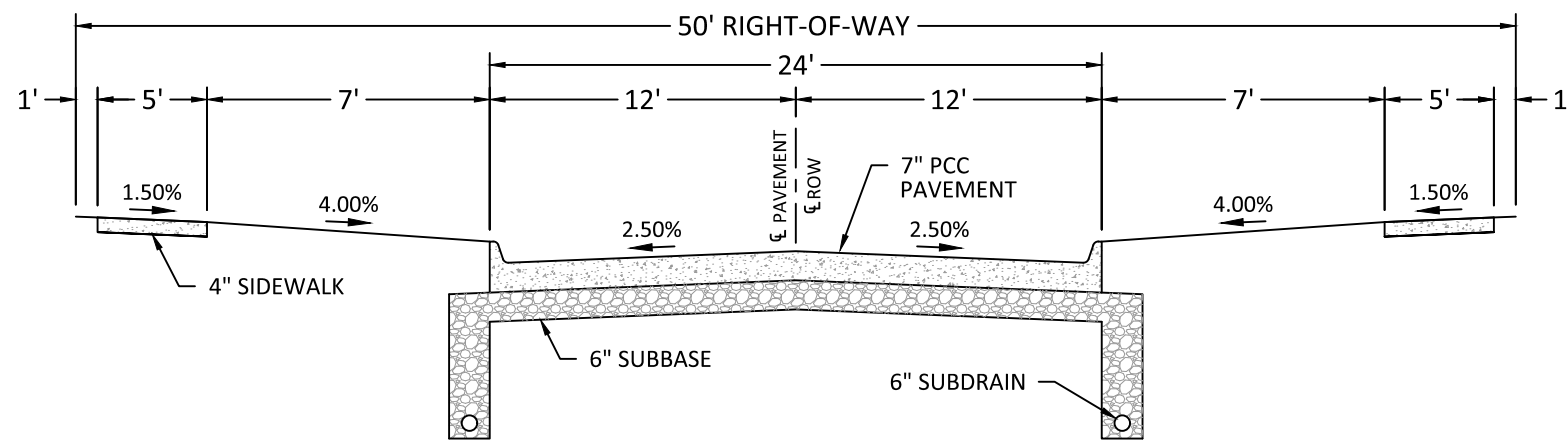
BEGINNING AT THE NORTHWEST CORNER OF LOT 26 OF PRAIRIE HEIGHTS FIRST ADDITION, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF DAVENPORT, AS RECORDED IN BOOK 2007 PAGE 28557 OF THE SCOTT COUNTY RECORDER'S OFFICE, THENCE ALONG THE WEST LINE OF SAID PRAIRIE HEIGHTS FIRST ADDITION S02°39'48"E, 194.09 FEET; THENCE ALONG SAID WEST LINE S87°20'12"W, 75.00 FEET; THENCE ALONG SAID WEST LINE S02°39'48"E, 498.56 FEET; THENCE 106.44 FEET ALONG SAID WEST LINE ON A 480.00 FOOT RADIUS CURVE CONCAVE EASTERLY (CHORD S09°01'14"E, 106.22 FEET); THENCE ALONG SAID WEST LINE S70°40'43"W, 142.67 FEET; THENCE ALONG SAID WEST LINE S19°19'17"E, 15.75 FEET; THENCE ALONG SAID WEST LINE S70°40'43"W, 199.04 FEET; THENCE 48.14 FEET ALONG SAID WEST LINE ON A 325.00 FOOT RADIUS CURVE CONCAVE WESTERLY (CHORD BEARING S28°33'18"E, 48.10 FEET); THENCE ALONG SAID WEST LINE S77°26'54"W, 51.21 FEET TO THE NORTHWEST CORNER DEERE CREEK LANE; THENCE S61°37'38"W, 155.20 FEET; THENCE N35°22'21"W, 50.11 FEET; THENCE N53°18'04"W, 270.05 FEET; THENCE N65°21'33"W, 60.00 FEET; THENCE N24°11'36"E, 155.54 FEET; THENCE N65°48'24"W, 79.70 FEET; S20°22'46"W, 155.34 FEET; THENCE N65°48'24"W, 112.83 FEET; THENCE N57°21'29"W, 141.04 FEET; THENCE N42°49'17"W, 101.82 FEET; THENCE N30°12'00"W, 224.08 FEET; THENCE N81°42'26"W, 233.79 FEET; THENCE N27°03'42"W, 224.34 FEET; THENCE N01°10'04"W, 52.41 FEET; THENCE N53°30'18"E, 341.78 FEET; THENCE S49°56'17"E, 204.19 FEET; THENCE N87°31'52"E, 499.66 FEET; THENCE S01°44'33"W, 143.86 FEET; THENCE N87°34'58"E, 48.76 FEET; THENCE N11°17'28"E, 147.76 FEET; THENCE N87°31'52"E, 605.20 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 25.07 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.



NOTES:

1. ZONING AND ASSOCIATED MINIMUM LOT INFORMATION ARE AS FOLLOWS:
- | LOT NUMBERS | PROPOSED ZONING | MINIMUM FRONTAGE | MINIMUM WIDTH | MINIMUM AREA | REQUIRED SETBACKS |
|-------------|-----------------|------------------|---------------|--------------|-------------------|
| | | FRONT | SIDE | REAR | |
| ALL | R-4 | 50' | 50' | 6,000 SF | 20 5 20 |
2. ALL PROPOSED WATERMAIN TO BE 8". ALL PROPOSED SANITARY SEWER TO BE 8".
3. DETENTION AND WATER QUALITY TREATMENT ARE REQUIRED FOR THIS SUBDIVISION.
4. THE ENTIRE AREA OF OUTLOT A IS TO DRAINAGE EASEMENT.
5. LOT 84 TO HAVE ONSITE DETENTION DESIGNED AT TIME OF DEVELOPMENT.
6. THERE IS NO PLANNED STREET CONNECTION TO VETERANS MEMORIAL PARKWAY.
7. THE INTENDED USE OF EACH OUTLOT WITHIN THE PLAT ARE AS FOLLOWS:
- | OUTLOT | INTENDED USE | RESPONSIBLE PARTY |
|--------|-------------------------|-------------------------|
| A | STORMWATER MANAGEMENT | HOMEOWNER'S ASSOCIATION |
| B | RIGHT-OF-WAY DEDICATION | CITY OF DAVENPORT |
| C | MAILBOX CLUSTER | HOMEOWNER'S ASSOCIATION |



TYPICAL 24' ROADWAY SECTION

1

OWNER / APPLICANT:
PRAIRIE HEIGHTS DEVELOPMENT LLC
211 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401

PREPARED BY:
AXIOM CONSULTANTS, LLC
MICHAEL J. WELCH, PE
60 E. COURT STREET, UNIT 3
IOWA CITY, IOWA 52240

AXIOM CONSULTANTS
WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG

REV	DATE	DESCRIPTION OF CHANGES
A	08-26-2019	SUBMIT TO CITY
B	10-06-2019	CITY REVIEW

ADDRESS CITY COMMENTS

PRELIMINARY

ISSUED FOR: PRAIRIE HEIGHTS THIRD ADDITION

CLIENT NAME: PRAIRIE HEIGHTS DEV

PROJECT NAME: PRAIRIE HEIGHTS THIRD ADDITION

PROJECT NO.: 190095

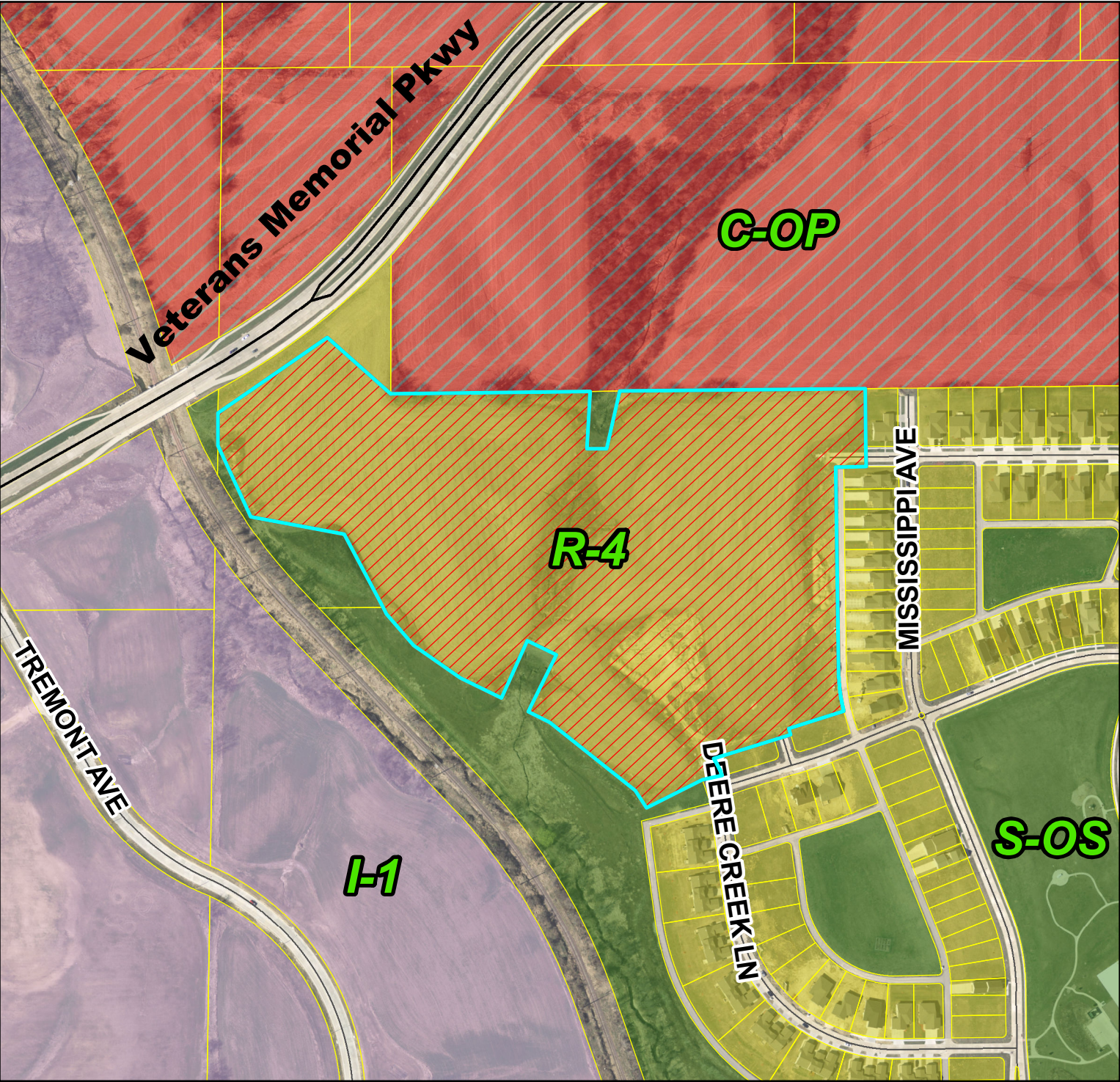
PROJECT MANAGER: WELCH

DATE ISSUED: OCTOBER 16, 2019

CURRENT REV.: C

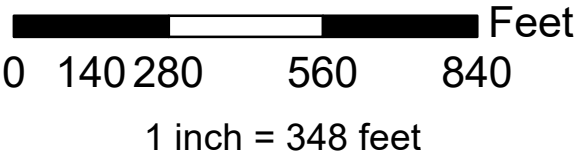
SHEET NUMBER: 1 OF 1

P19-03 - Zoning Map

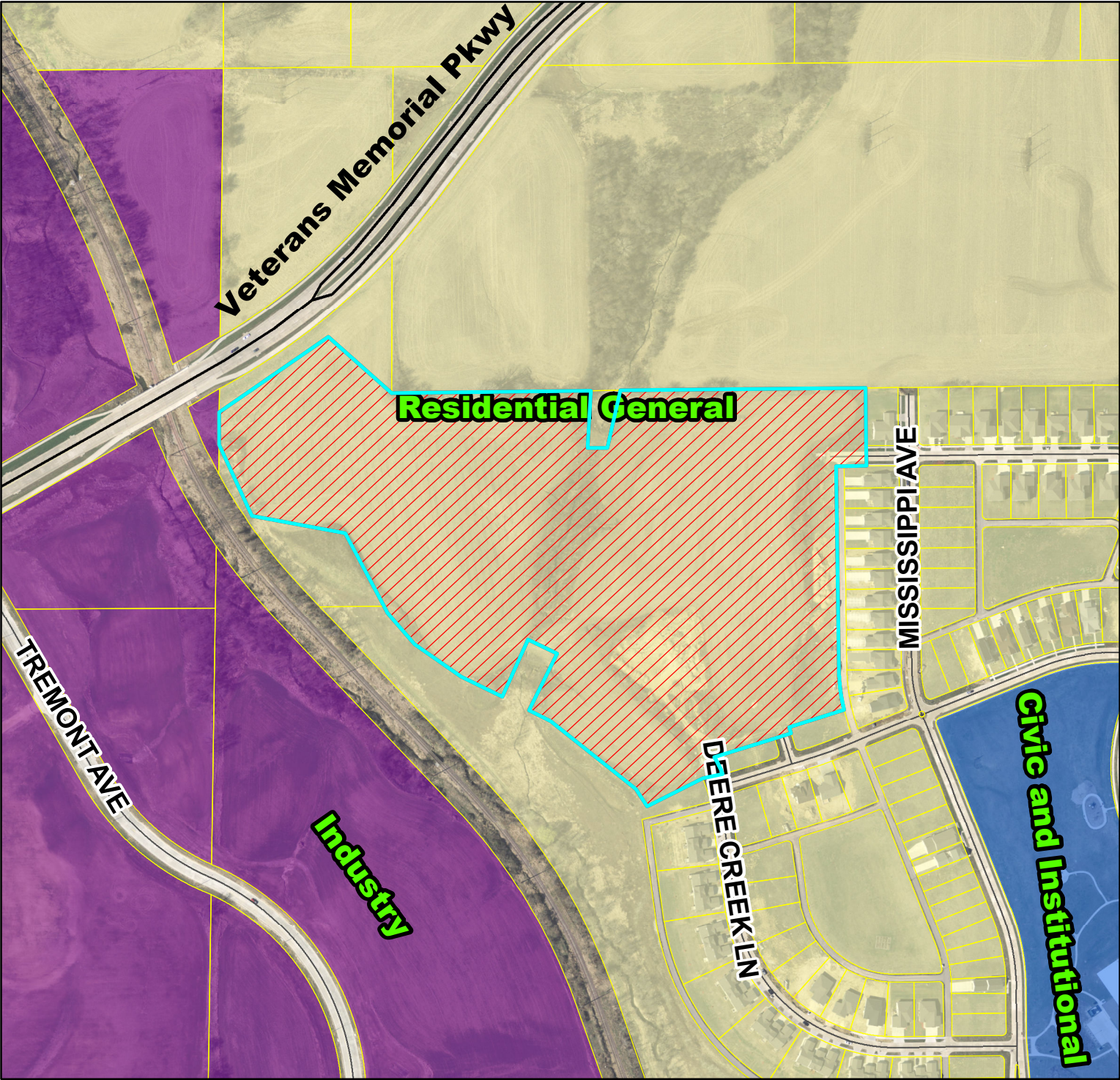


Legend

Subject_Property

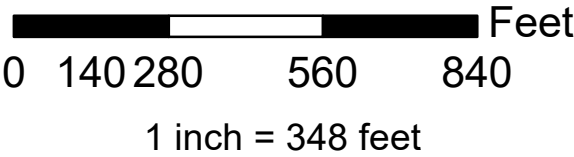


P19-03 - Land Use Map



Legend

 Subject_Property



City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/13/2019

Subject:
Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the 400 W River project to be located in the 400 block of W River Drive and approving an Urban Revitalization Tax Exemption (URTE) application for the same (Davenport Development Group, petitioner). [Ward 3]

****TO BE VOTED ON LATER ON THIS AGENDA****

Recommendation:
Adopt the Resolution.

Background:

Recently, to help provide assistance in counties impacted by flooding earlier this year, the State of Iowa allocated \$10 m in tax credit authority for the Workforce Housing Tax Credit (WHTC) Program. The WHTC can assist developers rehabilitating or building new housing units by reducing tax liabilities and/or raising equity to complete the project. The State intends to obligate these credits on a first come, first served basis.

Projects must include a Resolution of Support from the local government and show a local match commitment of at least \$1,000 per housing unit. This proposed project is located within the City's Urban Revitalization Tax Exemption (URTE) area and has applied for this assistance. The project is eligible and, if approved, the amount of tax exemption over 10 years would meet the State-required match.

Davenport Development Group is represented by local owners/developers with a broad portfolio of experience. The 400 W River project will be a new 4-story building with 55 market rate units at the northwest corner of River Drive and Ripley Street. The developer is proposing a river-view roof top patio and dedicated covered parking spaces.

Along with WHTC and URTE assistance, the developer plans to use State Brownfield Redevelopment Tax Credits, lender financing, and Opportunity Zone funds to complete the \$8 million project. Approval of this Resolution will authorize the execution of the Resolution of Support and approve the URTE application.

ATTACHMENTS:

Type	Description
□ Cover Memo	Resolution of Support
□ Cover Memo	Renderings

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:40 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 12:24 PM

Resolution No. _____

Resolution offered by Alderman Rawson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for the 400 W River project located in the 400 block of W. River Drive and approving a URTE application for the same (Davenport Development Group, petitioner).

WHEREAS, the housing developer, Davenport Development Group, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the recent announcement of Disaster Assistance through Workforce Housing Tax Credit (WHTC) Program for a 55-unit new apartment project located in the 400 block of W. River Drive; and

WHEREAS, successful completion of the project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the project is located within the City's Urban Revitalization Tax Exemption (URTE) area, the developer has applied for benefits through this program, and is eligible for the 10 year, 100% exemption; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of \$1,000 per dwelling unit required by the WHTC program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 400 W River project is fully supported in applying for the Iowa Workforce Housing Tax Credit Program and the URTE application for the project is hereby approved.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

TO: City of Davenport
Bruce Berger, Director, Community Planning & Economic Development
FROM: Davenport Development Group & JPM Development
DATE: October 22, 2019
RE: 400 West River Drive – URTE & WHTCs

Detailed Summary of 400 West River Drive:

400 West River Drive is a proposed 50-unit market rate apartment building situated on a currently vacant lot on River Drive across from LeClaire Park, Modern Woodmen Stadium and with commanding river views for all residents. The 47,000-square foot building will include a river-view roof-top patio and dedicated covered parking spaces. This project is intended to modernize housing in downtown Davenport. It is specifically designed to withstand even the worst flooding that could occur downtown. This modern, new construction multi-family building will serve as a beacon on the western gateway of downtown Davenport and as an important investment into downtown housing that will serve the broader goal of a vibrant downtown.

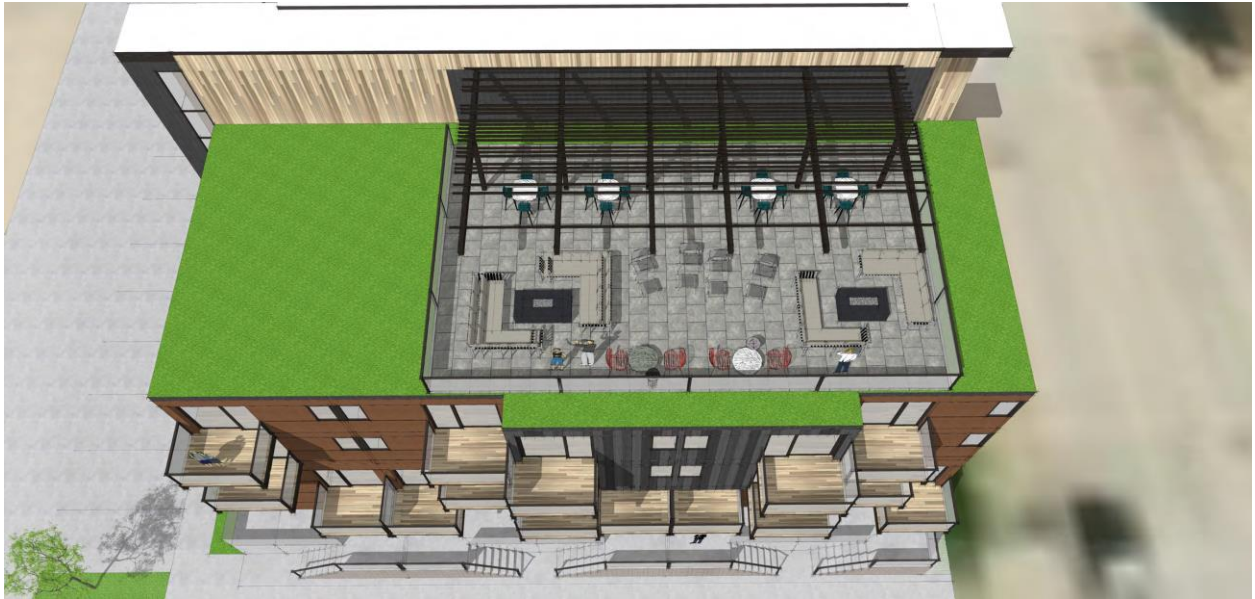
Work on the \$8,000,000 development is on-going. The project is being financed through a mixture of private investment, state tax incentives, and private lending. The development team is working to also secure Workforce Housing Tax Credits made available through federal disaster funding.

Final development and construction should take no longer than 30 months, with an expected completion date of no later than April 2021.

Site Renderings:







City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/6/2019

Subject:
Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for The Yard project, to be located in the 500 block of LeClaire St, and approving an Urban Revitalization Tax Exemption (URTE) application for the same (TWG Development, LLC, petitioner). [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Recently, to help provide assistance in counties impacted by flooding earlier this year, the State of Iowa allocated \$10 million in tax credit authority for the WHTC Program. The WHTC can assist developers to rehabilitate or build new housing units by reducing tax liabilities and/or raising equity to complete the project. The State intends to obligate these credits on a first come, first served basis.

Projects must include a Resolution of Support from the local government and show a local match commitment of at least \$1,000 per housing unit. This proposed project is located within the City's URTE area and the developer has applied for this assistance. The project is eligible and, if approved, the amount of tax exemption over 10 years would meet the State-required match.

TWG Development is headquartered in Indianapolis, IN and has developed and manages over 5,000 units nationwide, with over 1,000 units in the state of Iowa. The Yard will be a new 4-story building with 185 market rate units immediately west of the new Scott County Family Y in Downtown Davenport. TWG is proposing amenities such as in-unit washer/dryer, dog grooming stations, outside patio deck with grilling area, and potential membership to the new Scott County Y for tenants.

They anticipate a mix of studio, one-, and two-bedroom units all located on roughly four acres in the 500 block of LeClaire St. Along with WHTC and URTE assistance, TWG plans to use major lender financing as well as Opportunity Zone funds to complete the \$29.4 million project.

Approval of this Resolution will authorize the execution of the Resolution of Support for the project and approval of the URTE application.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Resolution of Support
☐ Cover Memo	Elevation drawing
☐ Cover Memo	Site Plan

REVIEWERS:

Department	Reviewer	Action	Date
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Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:41 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 12:27 PM

Resolution No. _____

Resolution offered by Alderman Rawson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for The Yard project located in the 500 block of LeClaire Street and approving a URTE application for the same (TWG Development, LLC, petitioner).

WHEREAS, the housing developer, TWG Development, LLC headquartered in Indianapolis, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the recent announcement of Disaster Assistance through Workforce Housing Tax Credit (WHTC) Program for a 185-unit project located in the 500 block of LeClaire Street; and

WHEREAS, successful completion of the project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the project is located within the City's Urban Revitalization Tax Exemption (URTE) area, the developer has applied for benefits through this program, and is eligible for the 10 year, 100% exemption; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of \$1,000 per dwelling unit required by the WHTC program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that The Yard project is fully supported in applying for the Iowa Workforce Housing Tax Credit Program and the URTE application for the project is hereby approved.

Approved:

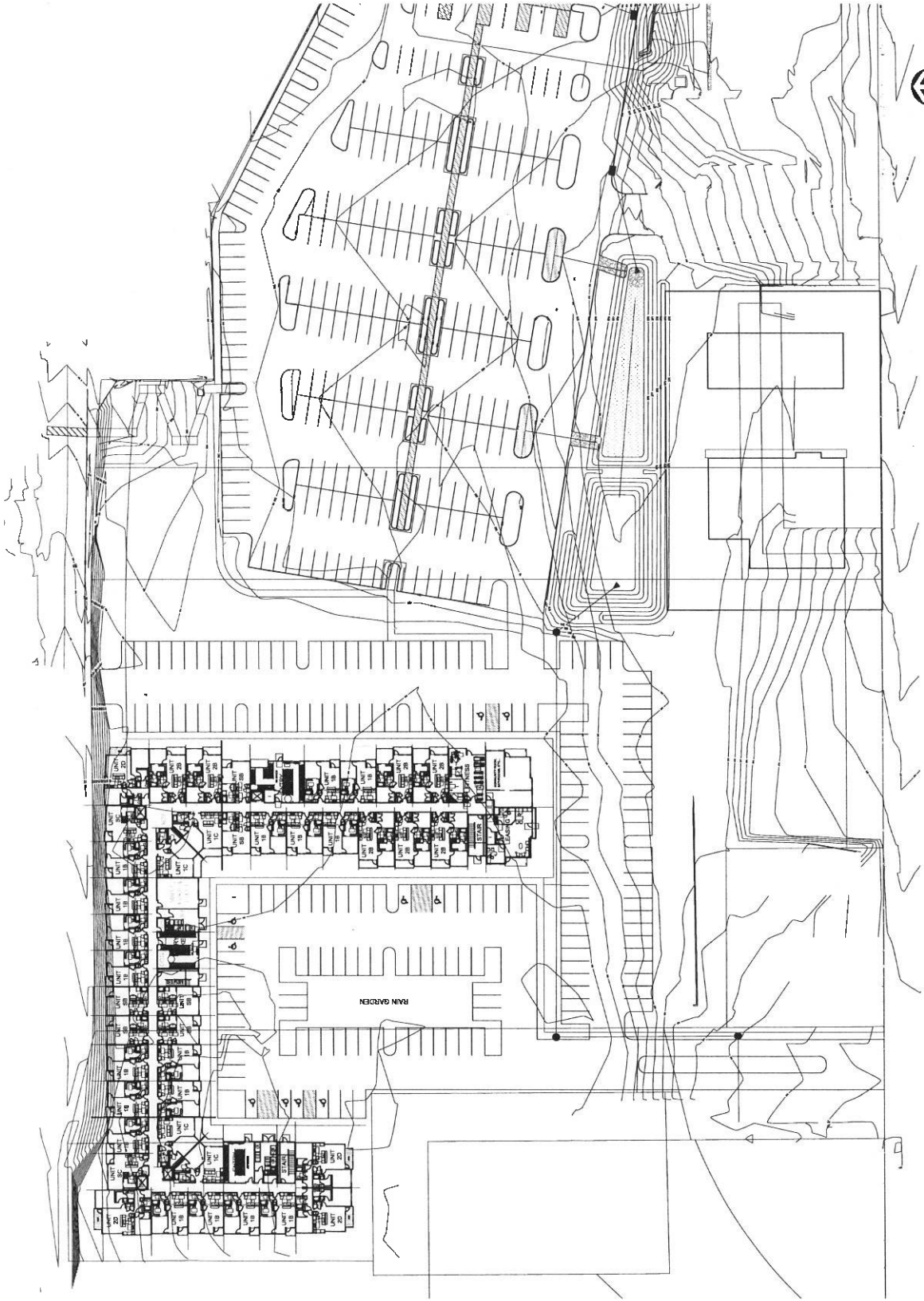
Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk



**FIFTH
DIMENSION**



RTWG
 TWG Development
 333 N. Pennsylvania St.
 Suite 100
 Indianapolis, IN 46204
 317-252-0220
 DEVELOPER

SEAL

PROJECT TITLE

YMCA FLATS
 STREET
 DAVENPORT, IOWA

REVISIONS	DATE
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TO USE SCALE DRAWING, USE
 FIGURED DIMENSIONS ONLY

Date: 5-4-2015
 Phase: CONCEPT
 Drawn By: BBP
 Checked By: BBP

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A100



1 OVERALL SITE PLAN

City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/6/2019

Subject:
Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the 601 Brady St Project located at 601 Brady Street (the Priester Building) and approving an Urban Revitalization Tax Exemption (URTE) application for the same (601 Brady Associates, LP, petitioner). [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Recently, to help provide assistance in counties impacted by flooding earlier this year, the State of Iowa allocated \$10 million in tax credit authority for the WHTC Program. The WHTC can assist developers rehabilitate or build new housing units by reducing tax liabilities and/or raising equity to complete the project. The State intends to obligate these credits on a first come, first served basis.

Projects must include a Resolution of Support from the local government and show a local match commitment of at least \$1,000 per housing unit. This proposed project is located within the City's URTE area and the developer has applied for this assistance. The project is eligible and, if approved, the amount of tax exemption over 10 years would meet the State-required match.

This project is proposed by Newbury Living, headquartered in West Des Moines (and dba 601 Brady Associates, LP) who has locally developed 501 Brady, Fairmount Pines, 1606 Brady (currently underway), The Bridges Lofts in Bettendorf, and 40+ other projects primarily across Iowa. 601 Brady will rehabilitate the Priester (office) Building into 33 primarily market-rate apartments, with a mix of micro-, studio-, one-, and two-bedroom units. The developer anticipates applying for City HOME financing which may require 3 units to be limited to 60% of median income.

In addition to lender and HOME financing and other equity, the developer anticipates State and Federal Historic Credits to help complete the \$5.6 million project. Approval of this Resolution will authorize the execution of the Resolution of Support for the project and approval of the URTE application.

ATTACHMENTS:

Type	Description
□ Cover Memo	Resolution of Support
□ Cover Memo	Photo - elevation

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:41 AM

City Clerk

Admin, Default

Approved

10/31/2019 - 12:46 PM

Resolution No. _____

Resolution offered by Alderman Rawson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for the 601 Brady project located at 601 Brady Street (the Priester Building) and approving a URTE application for the same (601 Brady Associates, L.P., petitioner).

WHEREAS, the housing developer, Newbury Living, dba as 601 Brady Associates, L.P., has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the recent announcement of Disaster Assistance through Workforce Housing Tax Credit (WHTC) Program for a 33-unit housing rehabilitation project located at 601 Brady Street; and

WHEREAS, successful completion of the project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the project is located within the City's Urban Revitalization Tax Exemption (URTE) area, the developer has applied for benefits through this program, and is eligible for the 10 year, 100% exemption; and

WHEREAS, the URTE benefit awarded is anticipated to meet the minimum City contribution of \$1,000 per dwelling unit required by the WHTC program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 601 Brady project is fully supported in applying for the Iowa Workforce Housing Tax Credit Program and the URTE application for the project is hereby approved.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk



City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/6/2019

Subject:
Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the Apartments on Main project located primarily at 128 W 3rd (NE corner of W 3rd and Main Streets) and approving an Urban Revitalization Tax Exemption (URTE) application for the same (DAV APT, LLC, petitioner). [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Recently, to help provide assistance in counties impacted by flooding earlier this year, the State of Iowa allocated \$10 m in tax credit authority for the WHTC Program. The WHTC can assist developers rehabilitate or build new housing units by reducing tax liabilities and/or raising equity to complete the project. The State intends to obligate these credits on a first come, first served basis.

Projects must include a Resolution of Support from the local government and show a local match commitment of at least \$1,000 per housing unit. This proposed project is located within the City's URTE area and the developer has applied for this assistance. The project is eligible and, if approved, the amount of tax exemption over 10 years would meet the State-required match.

The developer has completed and/or owns and manages a number of properties in Davenport and around the region (as Financial District Properties WF, LLC) such as the Union Arcade building in Davenport, the new Kone building in Moline, and the Cedar Valley TechWorks project in Waterloo, Iowa. The Apartments on Main project will include a new 4-story building, along with additional units added to existing buildings at 229 W 3rd St (the former Wells Fargo parking ramp building) and at 203 W 3rd St (the historic tower structure) adding up to a total of 127 new units.

The developer anticipates primarily studio apartments with an outdoor pool and approximately 4,000 square feet of retail/commercial space as part of the Apartments on Main property. Along with URTE and lender financing, historic tax credits could be used to complete the \$10.8 million project. Approval of this Resolution will authorize the execution of the Resolution of Support for the project and approval of the URTE application.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Resolution of Support
▣ Cover Memo	First Floor Plan - Apartments on Main

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:41 AM

City Clerk

Admin, Default

Approved

10/31/2019 - 1:22 PM

Resolution No. _____

Resolution offered by Alderman Rawson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for the Apartments on Main project located primarily at 128 W. 3rd (NE corner of W. 3rd and Main Streets) and approving a URTE application for the same (DAV APT, LLC, petitioner).

WHEREAS, recent flooding occurred across parts of Iowa, causing the President to declare several counties (including Scott County) a disaster area with unprecedented Mississippi River levels and duration in Davenport, negatively impacting properties with over 700 housing units in Davenport; and

WHEREAS, the Iowa Economic Development Authority (IEDA) is offering State tax incentives under the recent announcement of Disaster Assistance through the Workforce Housing Tax Credit (WHTC) Program; and

WHEREAS, the developer, Financial District Properties WF, dba as DAV APT, LLC, has requested City support for its WHTC application to the State for a \$10.8 m, 127-unit housing project located at 128 W. 3rd (the former Wells Fargo drive-thru), 203 W. 3rd Street (former bank tower building), and 229 W. 3rd Street (the former Wells Fargo parking ramp building) which would create 127 new units in the community; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located and documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the project is located within the City's Urban Revitalization Tax Exemption (URTE) area, the developer has applied for benefits through this program, and is eligible for the 10 year, 100% exemption; and

WHEREAS, the URTE benefit awarded is anticipated to meet the minimum City contribution of \$1,000 per dwelling unit required by the WHTC program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 601 Brady project is fully supported in applying for the Iowa Workforce Housing Tax Credit Program and the URTE application for the project is hereby approved.

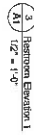
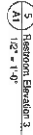
Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

- General Notes
1/4" = 1'-0"



■ **2018年9月26日(星期四)下午14:00**
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JOSEPH ARCH

4511 42nd Avenue
Brooklyn, NY 11234
Phone 347 715 9971
Fax 347 760 9024
jg@architects.com

ECTURAL GROUP,

JOSEPH ARCHITECTURAL GROUP, P.C.

Preliminary Drawings for:
Main Street Apartments
3rd & Main Street, Davenport, Iowa

First Floor
Plan
DATE
21 May 2018
A1
PROJECT
NO.
#06918

BTS 
BUILD TO SURVIVE INC.

665 Blake Street Suite 101, Northampton, MA 01062
Tel: 413-255-2022 Fax: 413-255-7800

City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/6/2019

Subject:
Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the Mississippi Plaza housing project at 201 N Harrison St (Mississippi Plaza office building) and approving streetscape assistance for the same (Financial District Properties MP, LLC, petitioner).
[Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Recently, to help provide assistance in counties impacted by flooding earlier this year, the State of Iowa allocated \$10 million in tax credit authority for the Workforce Housing Tax Credit (WHTC) Program. The WHTC can assist developers rehabilitate or build new housing units by reducing tax liabilities and/or raising equity to complete the project. The State intends to obligate these credits on a first come, first served basis.

Projects must include a Resolution of Support from the local government and show a local match commitment of at least \$1,000 per housing unit. This structure was built around 2004 with a previous tax incentive that effectively prevents the use of the URTE program, which is a typical method of pledging the required local match for the WHTC program.

As an alternative, it is expected that the development would need to make substantial improvements to the streetscape as part of the project, particularly along the N. Harrison side of the property. Currently, a partnership between the DDP (Downtown Partnership Program) and the City is in place to assist with portions of streetscape costs, depending upon funding availability, prioritizing, etc. As such, if this Resolution is approved and if the State awards WHTCs for this project, it is proposed that the City would provide up to \$106,000 in assistance with streetscaping costs to serve as the required match.

The developer has completed and/or owns and manages a number of properties in Davenport and around the region (as Financial District Properties WF, LLC) such as the Union Arcade building in Davenport, the new Kone building in Moline, and the Cedar Valley TechWorks project in Waterloo, Iowa. The Mississippi Plaza housing project will include the conversion of a mostly vacant office building at 201 N Harrison Street to residential apartment use with a total of 106 market rate units.

The developer anticipates a mix of primarily one-bedroom and studio apartments, with a few two-bedroom units, as well as approximately 4,600 square feet of retail/commercial space. Along with WHTC and lender financing, developer equity would be used to complete the \$8 million project.

ATTACHMENTS:

Type

Description

- ▣ Cover Memo
- ▣ Cover Memo

Resolution of Support
Photo

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:41 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:26 PM

Resolution No. _____

Resolution offered by Alderman Rawson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for the Mississippi Plaza housing project located at 201 N. Harrison Street (Mississippi Plaza office building) and approving streetscape assistance for the same (Financial District Properties MP, LLC, petitioner).

WHEREAS, recent flooding occurred across parts of Iowa, causing the President to declare several counties (including Scott County) a disaster area with unprecedented Mississippi River levels and duration in Davenport, negatively impacting properties with over 700 housing units in Davenport; and

WHEREAS, the Iowa Economic Development Authority (IEDA) is offering State tax incentives under the recent announcement of Disaster Assistance through the Workforce Housing Tax Credit (WHTC) Program; and

WHEREAS, the developer has requested City support for its WHTC application to the State tax incentives for a \$8 m conversion of this vacant commercial office structure to 106 units of new market rate housing; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located and documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the project involves updating the Harrison side of the property to match current streetscape design guidelines and the City will provide \$106,000 in streetscape assistance to assist the developer in accomplishing this improvement which will meet the match requirement of the WHTC program; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mississippi Plaza project is supported in applying for the Iowa Workforce Housing Tax Credit Program and hereby commits up to \$106,000 to assist in streetscape upgrades contingent upon State approval of the WHTC assistance for this project.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk



City of Davenport

Agenda Group:
Department: Community Development Committee
Contact Info: Meghan Overton 563-888-3204
Wards:

Action / Date
11/6/2019

Subject:
Motion approving the local objectives for the Community Development Block Grant program for the Year 46 Annual Action Plan covering July 1, 2020 – June 30, 2021. [All Wards]

Recommendation:
Pass the Motion.

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 46 Annual Action Plan. Four public meetings, two outreach events, a survey, census data, and 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 businesses and to attract new businesses, with an emphasis on increasing employment and business opportunities for younger workers, low to moderate income households, and minorities.
- 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 46 Annual Action Plan (July 1, 2020 – to June 30, 2021). Council approved local objectives will tie directly into Year 46 CDBG funding recommendations. Background information that was provided to the CAC is attached.

ATTACHMENTS:

Type	Description
□ Backup Material	Information provided to the CAC

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:43 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:32 PM

Information provided to the CAC:

Background

The City of Davenport is required to identify general areas of need for the Consolidated Plan and local objectives for annual CDBG funding. These general areas of need and local objectives will be included in the Five Year Consolidated Plan for program years 2020-2024, which also includes the Annual Plan for the program year that begins July 1, 2020. They will also be included as part of the subrecipient application that will be distributed for Year 46.

Several areas of need have been identified by the annual survey, public meetings and commissioned studies. Based on the data, the following areas of need have been identified for the next Five Year Consolidated Plan:

- **Housing:** Increasing affordable decent housing for both renters and homeowners, particularly larger units, accessible 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 mitigating or removing blighting conditions and providing improved neighborhood infrastructure like streets, alleys and sidewalks.
- **Low-Mod Clientele and Public Services:** Providing services to residents, particularly those that provide services for those suffering from mental health conditions, the homeless, and youth.

From the areas of need, and with continuing annual public input each program year, the City must then develop local objectives for each program year. The CAC reviewed data from a variety of sources to develop Local Objectives for Year 46. The recommended local objectives are:

- Improve the availability and livability of affordable housing in Davenport neighborhoods.
- Support programs to retain existing businesses and to attract new businesses, with an emphasis on increasing employment and business opportunities for younger workers, low to moderate income households, and minorities.
- 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 local objectives for the next annual action 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.

Annual Survey:

An online survey was distributed and 617 responses were received. The survey was available for 9 weeks and was distributed in the following ways:

- On the City Website
- On the City's Facebook and Twitter pages
- Notifications through NextDoor application
- Sent via email to leaders of recognized neighborhoods
- 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, the Davenport Public Libraries, at City Hall, at the Public Works and Parks and Recreation offices, and to subsidized housing management offices and to non-profit groups.
- Provided in direct outreach efforts at the Davenport Farmer's Market on two occasions.

The survey resulted in the following:

- Respondents would like to see funds distributed city-wide (62.9%) versus focused on a specific area (37.1%)
- Respondents ranked the importance of the identified needs from highest to lowest as:
 - Infrastructure (37%)
 - Housing (33%)
 - Public Services (19%)
 - Economic Development (11%)
- Respondents prioritized activities in order of highest importance. The highest and lowest priorities in each category are:
 - Housing
 - Highest - Energy efficiency improvements
 - Lowest – Lead based paint removal
 - Economic Development
 - Highest – Job Creation/Retention
 - Lowest – Lead based paint removal
 - Infrastructure
 - Highest – Street/Alley Improvements
 - Lowest – Building façade improvements
 - Public Services
 - Highest – Mental Health Services
 - Lowest – HIV/AIDS Services

Public Meetings:

There were six opportunities for public input:

- Four public meetings were held, each focusing on a different audience (residents of public/assisted housing, stakeholder group, public service providers, and the general public)
- Two outreach events were held the Davenport Farmer's Market.

The input opportunities 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 and outreach events were held on September 4, 18, and 21; the meeting held for residents of public and assisted housing was held on August 19; the Stakeholder Groups meeting was held on August 12; and the Public Service Providers meeting was held on August 15. The needs that emerged from the discussions were:

- Housing: Need for affordable housing and housing rehabilitation. More restrictions on landlords to reduce predatory behavior and out of town investors.
- Economic Development: Re-invest in the Locust Street corridor. Gas stations and grocery stores in the downtown area. Additionally bike share/scooter stations were mentioned. W. Kimberly Road was also mentioned as an area that needed services
- Infrastructure: Bringing back two-way streets on 3rd/4th Streets and Brady/Harrison. Providing free public transportation to those over 70. Street/alley and sidewalk improvements, especially along Locust Street.

- Public Services: Services and housing for those with mental illnesses was the most frequently discussed need, along with services for seniors especially related to transportation.

American Community Survey Data:

HUD has provided certain data from the American Community Survey that must be included in the 5 Year Consolidated Plan. This data pertains to the demographics of the community, the income level of residents, the age and condition of structures, housing problems faces by households, employment rates and other factors. The general theme of the data indicate that home prices and rents have increased and that there may be a need for more affordable housing units, especially at the lower income levels. Much of the housing stock in Davenport is older, and some households face cost burdens and/or are living in substandard or overcrowded conditions. While unemployment is comparable to the national average, unemployment rates for younger people and minorities is higher than the City's overall rate.

Analysis of Impediments to Fair Housing:

The City is required to obtain and update an Analysis of Impediments to Fair Housing. Davenport conducted this analysis in 2018-2019 through a consultant in conjunction with the cities of Rock Island and Moline. The resulting document identified several impediments specific to Davenport. The general impediments identified in the document indicate that there is a lack of decent, affordable housing, particularly accessible rental units. Affordable rental housing is concentrated in areas of high minority and the recommendations are to include more of an equity focus in planning decisions, including in addressing community perceptions about affordable housing and the barriers for protected classes.

Housing Needs Assessment:

The City is required to obtain and update a Housing Needs Summary. Davenport conducted this analysis in 2013 through a consultant in conjunction with the cities of Rock Island and Moline and is in the process of having it updated at this time. The 2013 assessment resulted in eight recommendations. The themes of the recommendations are that, with a large quantity of older homes in need of repair, larger scale rehabilitation and replacement is needed. More rental assistance is needed, along with neighborhood stabilization through the rehabilitation of both owner and renter occupied housing, improved code enforcement and nuisance abatement, and efforts to address public safety and tenant/landlord stability and education. Also included the recommendation that public transit be expanded in terms of hours and routes, and that there be continued support of transitional housing and housing for special needs populations. Davenport is in the process of updating this study, in partnership with the cities of Moline and Rock Island. It will be completed in 2020.

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
11/13/2019

Subject:
Resolution closing various streets, lanes, or public grounds on the listed dates and times to hold outdoor events.

Quad City Arts; Festival of Trees Holiday Parade; Downtown Davenport; Saturday, November 23, 2019 4:00 a.m. until parade ends; **Staging area closures (beginning at 4:00 a.m.):** 3rd St between Pershing Ave and LeClaire St; Pershing Ave and Iowa St between 2nd St and 4th St; **Parade route (beginning at 9:00 a.m.):** 3rd St from Pershing Ave to Scott St, Scott St from 3rd St to 2nd St, 2nd St from Scott St to finish at Iowa St; all north/south streets on parade route will be closed from River Dr to 4th St until the parade ends. [Ward 3]

Scott County Family Y; Turkey Trot; Thursday, November 28, 2019 6:00 a.m. - 11:00 a.m.; **Closures:** 2nd St from Gaines St to Main St, Main St from 2nd St to Lombard St, Lombard St from Harrison St to Brady St, westernmost lane on Brady St from Lombard St to Central Park Ave, southernmost lane on Central Park Ave from Brady St to Harrison St; easternmost lane on Harrison St from Lombard St to 2nd St. [Wards 3 & 5]

City of Davenport Parks & Recreation; Fejervary Learning Center Holiday Light Display; 1800 W 12th St; Saturday, November 30, 2019 - Saturday, January 4, 2020 5:30 p.m. - 9:30 p.m.; **Closure:** Eastbound lane of W 12th St from Davie St to Division St. [Ward 4]

St. Ambrose University; Children's Theater Production; 518 W Locust St; Wednesday, December 4, 2019 8:00 a.m. - 12:00 p.m.; Thursday, December 5, 2019 8:00 a.m. - 3:00 p.m.; and Friday, December 6, 2019 8:00 a.m. - 3:00 p.m.; **Closure:** Gaines St from Locust St to Lombard St. [Ward 4]

Davenport Community School District; High School Track Meets; Brady Street Stadium, 3603 Brady St; Various dates in April and May 2020 (see attached schedule) 2:30 p.m. - 8:30 p.m.; **Closure:** E 36th St between Brady St and Davenport Ave. [Ward 7]

Davenport Community School District; Intermediate Track Meets; Brady Street Stadium, 3603 Brady St; Various dates in April and May 2020 (see attached schedule) 4:30 p.m. - 8:30 p.m.; **Closure:** E 36th St between Brady St and Davenport Ave. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
Per the City's Special Events Policy, City Council will approve street/lane/public ground closures based on the recommendation of the Special Events Committee.

ATTACHMENTS:

Type

Description

- ▢ Resolution Letter
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material

Resolution
 Holiday Parade Map
 Turkey Trot Map
 Fejervary Holiday Light Display Map
 Fejervary Holiday Light Display Notice to Neighbors
 Fejervary Holiday Light Display List of Neighbors Notified
 St. Ambrose University Map
 Intermediate & High School Track Meet Map
 High School Track Meet Schedule
 Intermediate Track Meet Schedule

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	10/11/2019 - 1:31 PM

Resolution No. _____

Resolution offered by Alderman Gripp

Resolution closing various street(s), lane(s), or public grounds on the listed date(s) to hold outdoor event(s).

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City through its Special Events Policy has accepted the following application(s) to hold outdoor event(s) on the following date(s), and

WHEREAS, upon review of the application(s) it has been determined that the street(s), lane(s), or public grounds on the date(s) listed below will need to be closed, and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs the staff to proceed with the temporary closure of the following street(s), lane(s), or public grounds on the following date(s) and time(s):

*Quad City Arts; Festival of Trees Holiday Parade; Downtown Davenport; Saturday, November 23, 2019 4:00 a.m. - parade ends; **Staging area closures (beginning at 4:00 a.m.):** 3rd St between Pershing Ave and LeClaire St; Pershing Ave and Iowa St between 2nd St and 4th St; **Parade route (beginning at 9:00 a.m.):** 3rd St from Pershing Ave to Scott St, Scott St from 3rd St to 2nd St, 2nd St from Scott St to finish at Iowa St; all north/south streets on parade route will be closed from River Dr to 4th St until the parade ends. [Ward 3]*

*Scott County Family Y; Turkey Trot; Thursday, November 28, 2019 6:00 a.m. - 11:00 a.m.; **Closures:** 2nd St from Gaines St to Main St, Main St from 2nd St to Lombard St, Lombard St from Harrison St to Brady St, westernmost lane on Brady St from Lombard St to Central Park Ave, southernmost lane on Central Park Ave from Brady St to Harrison St, easternmost lane on Harrison St from Lombard St to 2nd St. [Wards 3 & 5]*

*City of Davenport Parks & Recreation; Fejervary Learning Center Holiday Light Display; 1800 W 12th St; Saturday, November 30, 2019 - Saturday, January 4, 2020 5:30 p.m. - 9:30 p.m.; **Closure:** Eastbound lane of W 12th St from Davie St to Division St. [Ward 4]*

*St. Ambrose University; Children's Theater Production; 518 W Locust St; Wednesday, December 4, 2019 8:00 a.m. - 12:00 p.m.; Thursday, December 5, 2019 8:00 a.m. - 3:00 p.m.; and Friday, December 6, 2019 8:00 a.m. - 3:00 p.m.; **Closure:** Gaines St from Locust St to Lombard St. [Ward 4]*

*Davenport Community School District; High School Track Meets; Brady Street Stadium, 3603 Brady St; Various dates in April and May 2020 (see attached schedule) 2:30 p.m. - 8:30 p.m.; **Closure:** E 36th St between Brady St and Davenport Ave. [Ward 7]*

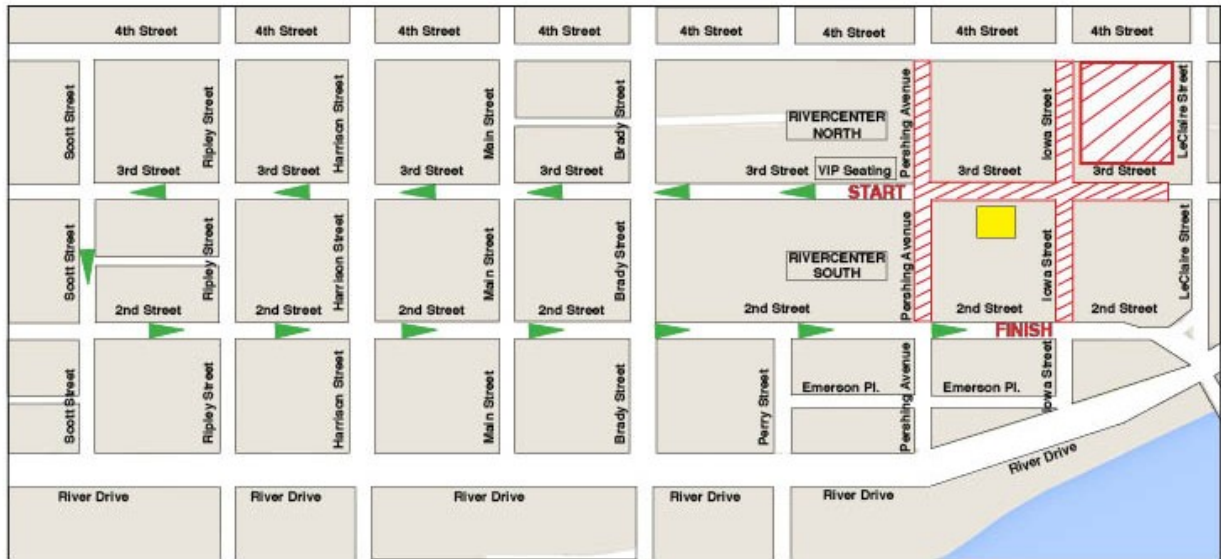
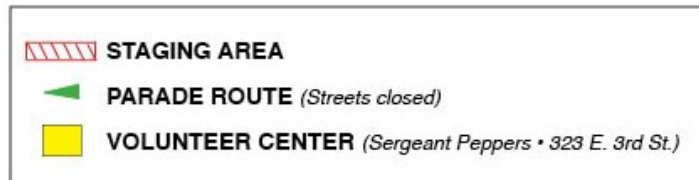
*Davenport Community School District; Intermediate Track Meets; Brady Street Stadium, 3603 Brady St; Various dates in April and May 2020 (see attached schedule) 4:30 p.m. - 8:30 p.m.; **Closure:** E 36th St between Brady St and Davenport Ave. [Ward 7]*

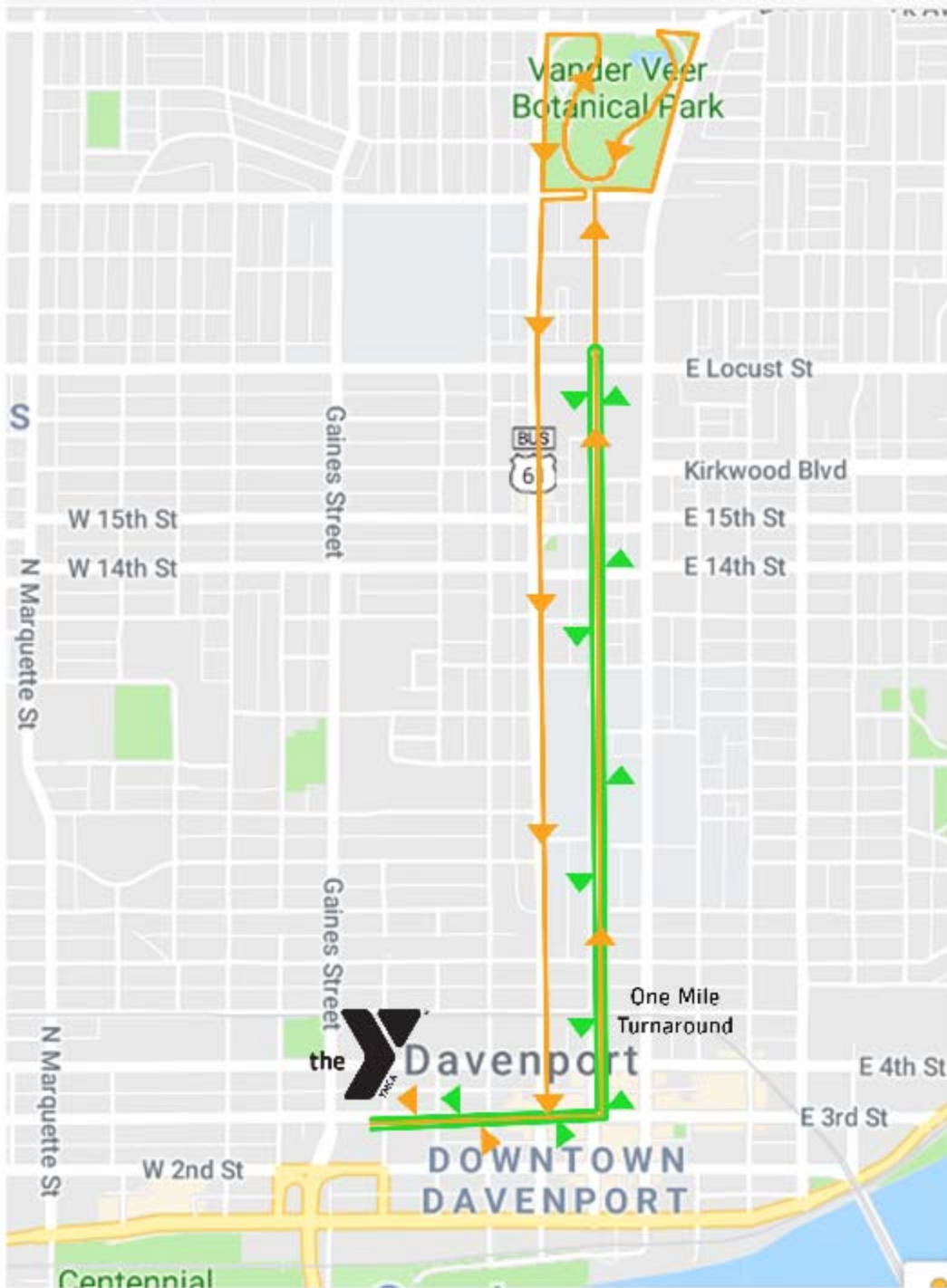
Approved:

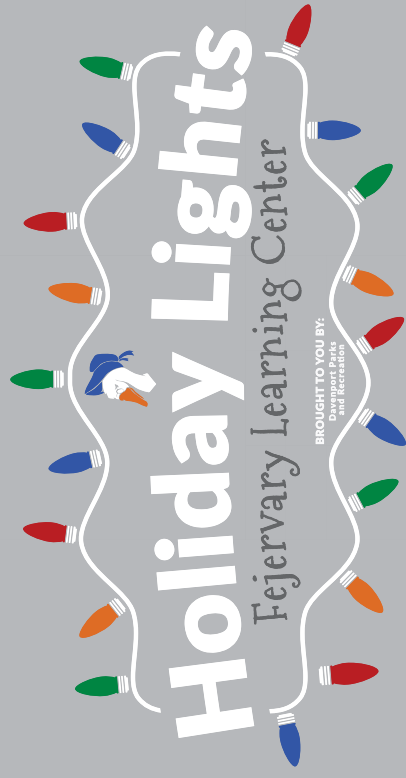
Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk







HOLIDAY LIGHTS INFORMATION

LOCATION: 1800 W. 12th St., Davenport, IA

DATES: November 30 - January 4

TIMES: 5:30 - 9:30 PM (shows last 15 minutes and run every half-hour beginning at 5:30 PM)

PARKING:

ENTER > on W. 12th St and follow the directional signs. Attendees may park at the listed locations. Accessible parking is located directly across from the learning center.

EXIT < by following the loop around the west side of the learning center and down Wilkes Ave.

RADIO: Turn your radio to FM 107.5 to sync with the holiday lights music broadcast.

COST: Donations encouraged, but not required



Free parking



Viewing Area / Accessible Parking



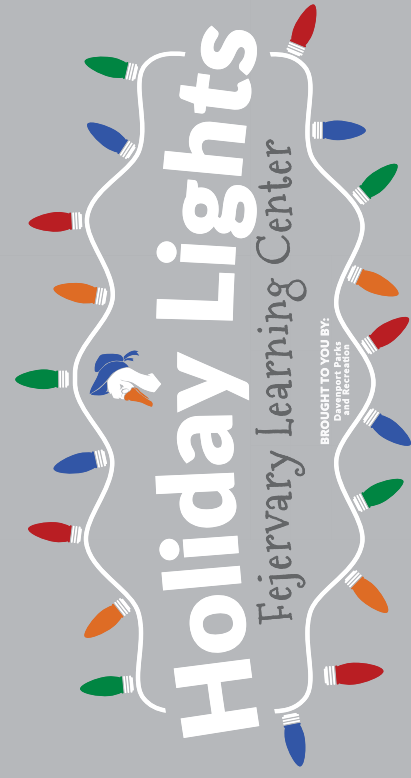
Holiday Lights Area (Fejervary Learning Center)



Road Closures



Traffic Direction





Davenport

Parks and Recreation

Subject: Fejervary Holiday Light Display

Dear Davenport Resident,

Davenport Parks and Recreation is planning a holiday lights display during the month of December at Fejervary Learning Center. We are writing to inform you that Davenport Police has assisted in creating a traffic plan to hopefully alleviate any traffic concerns (insert). Officers will also be supporting implementation during holiday lights operation times.

The holiday lights display is scheduled to run from 5:30 PM-10 PM, Monday through Sunday, November 30th through January 4th. Shows will last 15 minutes and run every half-hour beginning at 5:30 PM. There will be music broadcast via radio as well as a speaker in the park playing the music.

Thank you for your cooperation in bringing this special event to Fejervary Park. Please reach out with questions or concerns to:

Jessica Rhoads, Administrative Assistant
(563) 888-3119 or jrhoads@ci.davenport.ia.us

Best,

Chad Dyson
Director of Davenport Parks and Recreation



Name	Address	City, State, Zip
Daniel M Koert	1756 W 12th Street	Davenport, IA 52804
Bethene M Zahner	1746 W 12th Street	Davenport, IA 52804
Betty A Schnauber	1742 W 12th Street	Davenport, IA 52804
Inc Citimortgage	1000 Technology Drive	Ofallon, MO 63368
Resident	1736 W 12th Street	Davenport, IA 52804
Deborah L Totemeier	1730 W 12th Street	Davenport, IA 52804
Patricia L Cusack	1330 Davie Street	Davenport, IA 52804
Mary F Orwitz	1326 Davie Street	Davenport, IA 52804
Eric M Sexton	1322 Davie Street	Davenport, IA 52804
Tiphannie B Evans	1316 Davie Street	Davenport, IA 52804
Clarence A Snyder	1310 Davie Street	Davenport, IA 52804
Hall-Watson Nicolas T	1304 1/2 Davie Street	Davenport, IA 52804
Resident	1306 Davie Street	Davenport, IA 52804
LLC Jack Bear Properties	2617 212th Street	Dewitt, IA 52742
Resident	1302 Davie Street	Davenport, IA 52804
Karyn Jennett	1228 Davie Street	Davenport, IA 52804
Larry J Busch	1220 Davie Street	Davenport, IA 52804
Jeffery Wallace	1219 Davie Street	Davenport, IA 52804
Sonja E Schmidt	1223 Davie Street	Davenport, IA 52804
Joseph C Evans	1227 Davie Street	Davenport, IA 52804
Anthony J Patrizi	1303 Davie Street	Davenport, IA 52804
Suzanne T Hutcheson	1307 Davie Street	Davenport, IA 52804
Brooke A Crane	1315 Davie Street	Davenport, IA 52804
Joella M Buffington	1319 Davie Street	Davenport, IA 52804
Richard A Staack		
Revocable Trust	25400 252nd Avenue	Princeton, IA 52768
Resident	1327 Davie Street	Davenport, IA 52804
Shane F O'Leary	1339 Davie Street	Davenport, IA 52804
Virginia M Hoover	1732 W 14th Street	Davenport, IA 52804
Loretta L Black	3819 N Pine Street	Davenport, IA 52806
Resident	1728 W 14th Street	Davenport, IA 52804
Michael R Fitzsimmons	1724 W 14th Street	Davenport, IA 52804
Morgan Andreica L	1718 W 14th Street	Davenport, IA 52804
Robert J Allen	1712 W 14th Street	Davenport, IA 52804
Vanessa R Sage	1708 W 14th Street	Davenport, IA 52804
Nicole R Neipert	1702 W 14th Street	Davenport, IA 52804
Makinzie A Mallette	1332 N Division Street	Davenport, IA 52804
Byron J Blackwell	1318 N Division Street	Davenport, IA 52804
Robert J Dvorak Jr	2422 Emerald Drive	Davenport, IA 52804
Resident	1314 N Division Street	Davenport, IA 52804
Alex S Verplaetse	1310 N Division Street	Davenport, IA 52804
Sean M Boyles	1304 N Division Street	Davenport, IA 52804
MaryBeth Walters	1302 N Division Street	Davenport, IA 52804
Theodore R Castel	1230 N Division Street	Davenport, IA 52804
La Rose Mary L	1226 N Division Street	Davenport, IA 52804

 Barricade



- | | | |
|----------------------------------|------------------------|---|
| A Ambrose Hall | R Hagen Hall | L PE Center and Lee Lohman Arena |
| X Andrews House | J Hayes Hall | M Rogalski Center |
| O Bechtel Hall | B LeClaire Hall | K Rohlman Hall |
| S Bookstore | F Lewis Hall | Z Schneider House |
| I Christ the King Chapel | U Library | W Strub House |
| V Cosgrove Hall | Q The Link | Y Sudbrook House |
| E Davis Hall | C Marian Grotto | P Tiedemann Hall |
| T Franklin Hall | D McMullen Hall | H West Hall |
| G Galvin Fine Arts Center | N North Hall | |

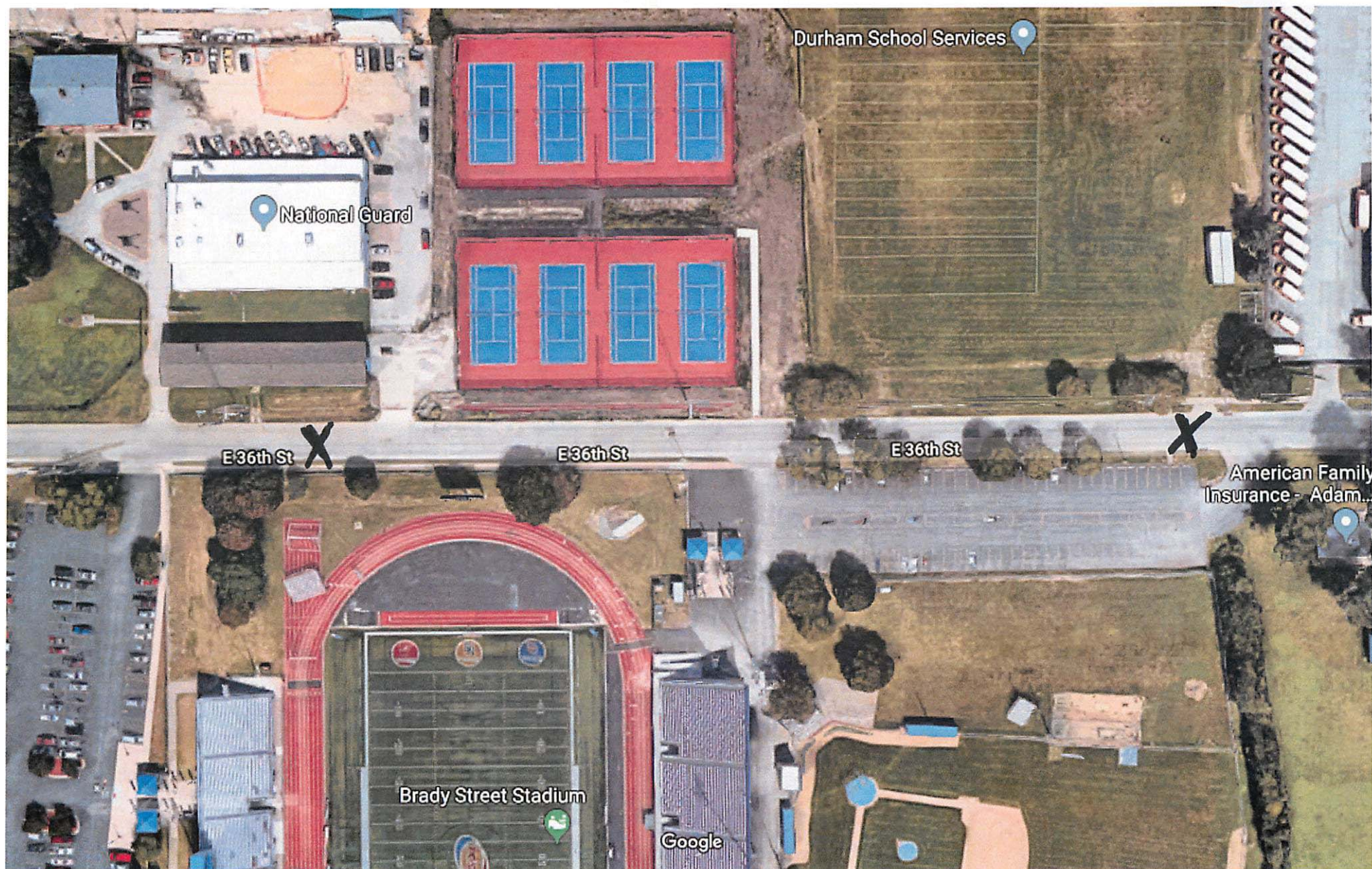
Parking

-  Zone 1 Student Parking
24 hours, 7 days a week
-  Zone 2 Student Parking
7 am–3 pm, Monday–Friday
Open parking other hours
-  Faculty/Staff
7 am–3 pm, Monday–Friday
Open parking other hours

-  Visitor
-  Emergency phone
-  AED



Google Maps



Imagery ©2018 Google, Map data ©2018 Google 100 ft

**DAVENPORT COMMUNITY SCHOOL DISTRICT
HIGH SCHOOL TRACK MEET SCHEDULE**

Tuesday, April 7th 2020

Setup Time: 2:30 PM - 8:30 PM

Event Time: 4:00 PM - 7:30 PM

Cleanup Time: 2:30 PM - 8:30 PM

Thursday, April 9th 2020

Setup Time: 2:30 PM - 8:30 PM

Event Time: 4:00 PM - 7:30 PM

Cleanup Time: 2:30 PM - 8:30 PM

Thursday, April 16th 2020

Setup Time: 2:30 PM - 8:30 PM

Event Time: 4:00 PM - 7:30 PM

Cleanup Time: 2:30 PM - 8:30 PM

Monday, April 20th 2020

Setup Time: 2:30 PM - 8:30 PM

Event Time: 4:00 PM - 7:30 PM

Cleanup Time: 2:30 PM - 8:30 PM

Thursday, May 7th 2020

Setup Time: 2:30 PM - 8:30 PM

Event Time: 4:00 PM - 7:30 PM

Cleanup Time: 2:30 PM - 8:30 PM

**DAVENPORT COMMUNITY SCHOOL DISTRICT
INTERMEDIATE TRACK MEET SCHEDULE**

Wednesday, April 8th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Wednesday, April 29th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Friday, April 10th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Tuesday, May 5th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Tuesday, April 14th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Wednesday, May 6th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Friday, April 17th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Monday, May 11th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Wednesday, April 22nd 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Tuesday, May 12th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Monday, April 27th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

Wednesday, May 13th 2020

Setup Time: 4:30 PM - 8:30 PM

Event Time: 5:00 PM - 7:30 PM

Cleanup Time: 4:30 PM - 8:30 PM

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
11/6/2019

Subject:
Motion approving noise variance request(s) for various events on the listed dates and times.

Quad City Arts; Festival of Trees Holiday Parade; Downtown Davenport; Saturday, November 23, 2019 9:00 a.m. until 12:00 p.m.; Outdoor music/performances, over 50 dBa. [Ward 3]

Circle Tap; Fundraiser; 1345 W Locust St; Saturday, November 30, 2019 2:00 p.m. - 8:00 p.m.; Outdoor music/band, over 50 dBa. [Ward 4]

City of Davenport Parks & Recreation; Fejervary Learning Center Holiday Light Display; 1800 W 12th St; Saturday, November 30, 2019 - Saturday, January 4, 2020 5:30 p.m. - 10:00 p.m.; Outdoor music, over 50 dBa. [Ward 4]

Steve Ahrens; Christkindlmarkt QC; 421 W River Dr; Friday, December 6, 2019 5:00 p.m. - 9:00 p.m.; Saturday, December 7, 2019 10:00 a.m. - 10:00 p.m.; and Sunday, December 8, 2019 10:00 a.m. - 5:00 p.m.; Outdoor music/performances, over 50 dBa. [Ward 3]

Recommendation:
Pass the Motion.

Background:
The following requests for noise variances have been received pursuant to the Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

ATTACHMENTS:

Type	Description
Backup Material	Circle Tap Neighbor Flyer

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	10/14/2019 - 9:51 AM



The Circle Tap will be having Live Music on the patio

From

Per the City of Davenport, we have granted a Noise Variance
for the hours

If you are opposed to this request, please submit it in writing to
Brian Krup, Deputy City Clerk, at bkrup@ci.davenport.ia.us

Circle Tap



1345 West Locust Street



563-322-9276



City of Davenport

Agenda Group:
Department: Finance
Contact Info: Sherry Eastman 563-326-7795
Wards:

Action / Date
11/6/2019

Subject:
Motion approving beer and liquor license applications.

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

Ward 4

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

Wise Guys Pizza & Pub (PB&B, LLC) - 2824 W Locust St, Unit A3 - Outdoor Area - License Type: C Liquor

Ward 8

Hawkeye Sports Bar & Grill (Ortiz Holdings, LLC) - 4646 Cheyenne Ave - Outdoor Area - License Type: C Liquor

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

Ward 1

Dollar General Store #2913 (Dolgencorp, LLC) - 2217 Rockingham Rd - License Type: C Beer / B Wine

Ward 2

Dollar General Store #4010 (Dolgencorp, LLC) - 3936 N Pine St - License Type: C Beer / B Wine

Ward 3

Gravy's (Gravy's Bar and Grill, Inc) - 1902 Rockingham Rd - License Type: C Liquor

Riverside Liquor (Vardaan Inc) - 826 E River Dr - License Type: E Liquor / C Beer / B Wine

Ward 5

Aldi #15 (Aldi, Inc #15) - 1702 Brady St - License Type: C Beer / B Wine

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

Bleyart's Tap (Bleyart's Tap, Inc) - 2218 E 11th St - Outdoor Area - License Type: C Liquor

Save More (Guru Nanak Food Mart Inc) - 405 E Locust St - License Type: E Liquor - C Beer / B Wine

Ward 6

Dollar General Store #254 (Dolgencorp, LLC) - 2170 E Kimberly Rd - License Type: C Beer / B Wine

Ward 7

Dollar General Store #9381 (Dolgencorp, LLC) - 109 E 50th St - License Type: C Beer / B Wine

Public House (Public House Davenport) - 5260 Northwest Blvd - Outdoor Area - License Type: C Liquor

Q C Mart (Bethany Enterprises, Inc) - 3545 Eastern Ave - License Type: C Beer / B Wine

Ward 8

Dollar General Store #19449 (Dolgencorp, LLC) - 7510 Northwest Blvd - License Type: C Beer / B Wine

Hawkeye Tap Sports Bar & Grill (Hawkeye Sports Bar & Grill, LLC) - 4646 Cheyenne Ave - Outdoor Area - License Type: C Liquor

Kwik Star #167 (Kwik Trip, Inc) - 2050 E 53rd St - License Type: C Beer / B Wine

Recommendation:
Pass the Motion.

Background:

The following applications have been reviewed by the Police, Fire, and Zoning Departments.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:56 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:56 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 5:45 PM

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Brad Guy 563-327-5105
Wards:

Action / Date
11/6/2019

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the JM Morris Blvd Pump Station PS202 Improvement Project, CIP #30051. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
This project will install a backup power source to the JM Morris Blvd sanitary sewer lift station PS202 to prevent station failure in the event of power loss at the site. The existing control system and panel will also be replaced to bring the lift station up to current codes and standards.

Construction is anticipated to begin spring of 2020 with project management being conducted by Engineering Division staff.

Construction costs for the Pump Station PS202 Improvement Project are estimated to be \$235,000 and are budgeted in CIP #30051.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	RES_PS202 Approval
▣ Backup Material	PH Publication

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 1:53 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:54 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:57 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Pump Station PS202 Improvement Project, CIP #30051. [Ward 1]

WHEREAS, construction services are required to install a backup power source and replace the existing control system for the sanitary sewer lift station PS202; and

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Pump Station PS202 Improvement Project within the City of Davenport, Iowa; and

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, Iowa; that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Pump Station PS202 Improvement Project.

Passed and Approved this 13th day of November, 2019.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Customer Ad Proof

60094855 City of Davenport – Public Works

Order Nbr 53967

Publication	Quad-City Times		
Contact	City of Davenport – Public Works	PO Number	2003513
Address 1	1200 E. 46TH STREET	Rate	Legal
Address 2		Order Price	13.52
City St Zip	DAVENPORT IA 52807	Amount Paid	0.00
Phone	5633275105	Amount Due	13.52
Fax			
Section	Notices & Legals	Start/End Dates	10/24/2019 - 10/24/2019
SubSection		Insertions	1
Category	2627 Miscellaneous Notices	Size	26
Ad Key	53967-1	Salesperson(s)	Obits Legals O10
Keywords	Notice of Hearing On the Propo	Taken By	Molly Cox
Notes			

Ad Proof	Notice of Hearing On the Proposed Plans, Specifications and Proposed Contract for the Pump Station PS202 Generator & Controls Improvements For the City of Davenport, Iowa Notice is hereby given that at 5:30 P.M., on Wednesday, November 6th, 2019, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on the Proposed Plans, Specifications and Proposed Contract for the Pump Station 202 Improvement Project which the City Council has caused to be filed with the City Clerk of the City of Davenport, Iowa, and on the cost and necessity of the above project in the City of Davenport, Iowa. At said hearing any interested person may file written objection or comments with respect to the proposed plans, specifications, form of contract or cost of and necessity for such improvements and may be heard orally with respect thereto. Brian Krup, Deputy City Clerk
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City of Davenport

Agenda Group:

Department: Public Works - Engineering

Contact Info: Nick Schmuecker 563-327-5162

Wards:

Action / Date

11/6/2019

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for deck replacement on the N Division St Bridge over Duck Creek, CIP #21004. [Wards 2 & 7]

Recommendation:

Adopt the Resolution.

Background:

Based on bridge inspections, completed biennially, a deck replacement or major rehabilitation was recommended. A design contract has been awarded to Shive-Hattery of Moline, IL. The project is funded through the Federal-Aid Swap City Highway Bridge Program. Federal aid will reimburse the City for up to 80% of the eligible costs. The estimated cost of the project is \$800,000 and the City cost share is contained within CIP #21004.

Construction will begin as weather permits in the spring of 2020 and completed by the end of the 2020 construction season.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW Pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 1:49 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:49 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:48 AM

Resolution No. _____

Resolution offered by Alderman Dunn

Resolution approving the plans, specifications, form of contract and estimated cost for the N. Division Street Bridge over Duck Creek Deck Replacement Project, CIP #21004.

WHEREAS, on the 23rd day of October, 2019, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the N. Division Street Bridge over Duck Creek Deck Replacement Project, CIP #21004.

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, subject to review of the Iowa Department of Transportation, said plans, specifications, forms of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said N. Division Street Bridge over Duck Creek Deck Replacement Project.

Passed and approved this 13th day of November, 2019.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Ron Hocker 563-327-5169
Wards:

Action / Date
11/6/2019

Subject:
Resolution approving change order #1 to the contract with McDermott Concrete, LLC for the FY20 Civic Access (ADA Ramp) Program in the amount of \$200,000, CIP #28024. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Any entity (including municipalities) whose construction work makes a qualifying alteration to a pedestrian ramp is required to replace such ramps in compliance with the Americans with Disabilities Act (ADA). The Street Division's asphalt paving crew routinely alters pedestrian ramps by placing new asphalt pavement adjacent to them, triggering the requirement to rebuild the ramps in conformance to the ADA.

It is more efficient and cost-effective for the City to contract the pedestrian ramp work out to local contractors than to perform the work in-house. As there is currently a City contract for such work that meets Purchasing Division guidelines for soliciting bids, the pedestrian ramp work will be performed by that contractor, McDermott Concrete LLC. The contractor has agreed to perform the extra work at contract unit prices.

The precise number of pedestrian ramps to be done and their associated costs can only be estimated, so sufficient funds will be set aside and added to the contract as invoices are received. The change order authorizes the transfer of up to \$200,000 from CIP #35043 (Asphalt Neighborhood Street Repair) to the FY20 Civic Access (ADA Ramp) Program to cover the cost of the work.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 1:47 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:48 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:50 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving change order #1 to the contract with McDermott Concrete LLC for the FY20 Civic Access (ADA Ramp) Program in the amount of \$200,000, CIP #28024. [All Wards]

WHEREAS, the City of Davenport entered into a contract with McDermott Concrete LLC for the FY2020 Civic Access (ADA Ramp) Program, and

WHEREAS, pedestrian ramp construction work has been identified and deemed necessary, and

WHEREAS, funds have been budgeted for said work,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that change order #1 in the amount of \$200,000 to the FY20 Civic Access (ADA Ramp) Program is hereby approved, and the Project Manager is hereby authorized to execute said document.

Passed and approved this 13th day of November, 2019.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Jen Walker 563-326-6168
Wards:

Action / Date
11/6/2019

Subject:
Resolution accepting work completed under the W 28 1/2 and Gaines St Resurfacing Project. The total contract with McCarthy Improvement Company was \$144,971.72, CIP #35036. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
The project location was W 28 1/2 St between Gaines St and Western Ave and Gaines St between W 28 1/2 St and W 30th St. The scope of resurfacing work was for partial sub-drain in ditches, full depth patching, hot mix asphalt leveling and paving, and repair of gravel driveways and shoulders. A small amount of sidewalk was also replaced to match the new elevation of the street. Work has been satisfactorily completed by McCarthy Improvement Company of Davenport, IA.

Total project cost was \$144,971.72, funded by Government Obligation Bond proceeds.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Page 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 1:48 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:48 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:47 AM

Resolution No. _____

Resolution offered by Alderman Dunn

Resolved by the City Council of the City of Davenport.

Resolution accepting the West 28 ½ and Gaines St Resurfacing Project, CIP #35036.

Whereas, the City entered into contract with McCarthy Improvement Company of Davenport, Iowa;

Whereas, the project location was W. 28 ½ St between Gaines St. and Western Ave and Gaines St between W. 28 ½ St and W. 30th St;

Whereas, the scope included subdrain, full depth patching, hot mix asphalt overlay, gravel shoulders, and sidewalk; and

Whereas, the final cost of the contract was \$144,971.72; and

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

Now, Therefore, Be It Resolved by the City Council of the City of Davenport; that the West 28 ½ and Gaines St Resurfacing Project is hereby formally accepted.

Passed and approved this 13th day of November, 2019.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Nicole Gleason 563-327-5150
Wards:

Action / Date
11/6/2019

Subject:
Resolution awarding the contract for the Main St Landing Block N5 Phase III Lighting and Electrical to Shaw Electric, Inc of Davenport, IA in the amount of \$291,702.97, CIP #68004.
[Ward 3]

Recommendation:
Adopt the Resolution.

Background:
On September 30, 2019, an Invitation to Bid was issued to electrical contractors. On October 18, 2019, the Purchasing Division opened and read three bids. Shaw Electric Inc of Davenport was the lowest responsive and responsible bid. See bid tab attached.

The electrical work is for the Main Street Landing parking lot improvements from Brady Street to Perry Street. This bid includes all labor and materials to install an electrical system, overhead catenary poles, and lights and light fixtures.

Funding for this project is from CIP 75519698 530350 68004 Main Street Landing Improvements. These funds are from the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
▣ Cover Memo	PW_RES_Main Street Landing Block N5 Phase III Lighting and Electrical
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 1:46 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:47 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:46 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the Main Street Landing Block N5 Phase III Lighting and Electrical project to Shaw Electric Inc. of Davenport, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the Main Street Landing Block N5 Phase III Lighting and Electrical project; and

WHEREAS, Shaw Electric Inc. of Davenport was the lowest responsive and responsible bidder;

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

1. Approving the contract for the Main Street Landing Block N5 Phase III Lighting and Electrical project to Shaw Electric Inc. of Davenport; and
2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:

Approved:

Brian Krup
Deputy City Clerk

Frank Klipsch
Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: MAIN ST LANDING BLOCK N5 PHASE III LIGHTING
AND ELECTRICAL

BID NUMBER: 20-50

OPENING DATE: OCTOBER 18, 2019

GL ACCOUNT NUMBER: 75519680 530350 68004

RECOMMENDATION: AWARD THE CONTRACT TO SHAW ELECTRIC INC.
OF DAVENPORT IA

<u>VENDOR NAME</u>	<u>PRICE</u>
Shaw Electric Inc. of Davenport	\$291,702.97
American Electric Inc. of Eldridge IA	\$292,340.00
Tri-City Electric Co. of Davenport IA	\$310,325.00

Approved By Kristi Keller 10-24-19
Purchasing Date

Approved By Nicole Gleason 10-24-19
Dept. Director Date

Approved By Brendi Coyn 10-24-19
Budget/CIP Date

Approved By BW 10-24-2019
Chief Financial Officer Date

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Nicole Gleason 563-327-5150
Wards:

Action / Date
11/6/2019

Subject:
Resolution awarding the contract for the Downtown Decorative Streetlight LED Upgrade Phase 2 to Tri-City Electric Co of Davenport, IA in the amount of \$131,721.32, CIP #60020. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on September 24, 2019 and sent to contractors. On October 15, 2019, the Purchasing Division opened and read three bids. See the attached bid tab.

Tri-City Electric Co of Davenport was the lowest responsive and responsible bidder.

This work includes providing all labor, materials, and equipment necessary to complete the LED upgrades to decorative streetlights.

Funding for this project is from CIP #79513691 530350 60020 Downtown Street Lights. The City's share of this project is from the sale of General Obligation Bonds. The Downtown Davenport Partnership is partnering with the City to pay a portion of this project.

ATTACHMENTS:

Type	Description
▣ Cover Memo	PW_RES_Downtown Streetlight LED Upgrade Phase 2
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 1:46 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:46 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:45 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the Downtown Streetlight LED Upgrade Phase 2 project to Tri-City Electric Co. of Davenport, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the Downtown Streetlight LED Upgrade Phase 2 project; and

WHEREAS, Tri-City Electric Co. of Davenport was the lowest responsive and responsible bidder;

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

1. Approving the contract for the Downtown Streetlight LED Upgrade Phase 2 project to Tri-City Electric Co. of Davenport; and
2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:

Approved:

Brian Krup
Deputy City Clerk

Frank Klipsch
Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: DOWNTOWN STREETLIGHT LED UPGRADE – PHASE 2

BID NUMBER: 20-48

OPENING DATE: OCTOBER 15, 2019

GL ACCOUNT NUMBER: 79513691 530350 60020

RECOMMENDATION: AWARD THE CONTRACT TO TRI-CITY ELECTRIC CO
OF DAVENPORT IA

<u>VENDOR NAME</u>	<u>PRICE</u>
Tri-City Electric Co. of Davenport	\$131,721.32
Davenport Electric Contract Co. of Davenport	\$131,775.00
Lakewood Electric & Generator of Milan IL	\$199,624.00

Approved By Kristi Keller 10-24-19
Purchasing Date

Approved By Nicole Gleason 10-24-19
Dept. Director Date

Approved By Brandi Coz 10-24-19
Budget/CIP Date

Approved By BZ 10-24-2019
Chief Financial Officer Date

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Jen Walker 563-326-6168
Wards:

Action / Date
11/6/2019

Subject:
Resolution accepting work completed under the 4th Street & Brady Street Streetscaping Project. The total contract with Emery Construction Group, Inc was \$282,486.19, CIP #35022. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:

The project location was the east side of Brady St between 4th St and 5th St, and the north side of E 4th St between Brady St and Perry St. The scope of this streetscaping work was for concrete sidewalk and curb removal, moving a storm sewer intake for a new bumped-out curb alignment at the intersection, new concrete sidewalk providing ADA-compliant access to each building, safety railing, brick pavers, tree wells, and ornamental street lights. Work has been satisfactorily completed by Emery Construction Group, Inc of East Moline, IL.

Total project cost was \$282,486.19, which was funded primarily by Local Option Sales Tax proceeds. A portion of this cost is reimbursable by the Downtown Davenport Partnership and by adjacent property owners.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Page 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 1:42 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:45 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:46 PM

Resolution No. _____

Resolution offered by Alderman Dunn

Resolved by the City Council of the City of Davenport.

Resolution accepting the 4th Street & Brady Street Streetscaping Project, CIP #35022.

Whereas, the City entered into contract with Emery Construction Group, Inc. of East Moline, Illinois;

Whereas, the project location was the east side of Brady St between 4th St and 5th St, and the north side of E. 4th St between Brady St and Perry St;

Whereas, the scope included concrete sidewalk and curb removal, moving a storm sewer intake, new ADA-compliant concrete sidewalk, safety railing, brick pavers, tree wells, and ornamental street lights; and

Whereas, the final cost of the contract was \$282,486.19; and

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

Now, Therefore, Be It Resolved by the City Council of the City of Davenport; that the 4th Street & Brady Street Streetscaping Project is hereby formally accepted.

Passed and approved this 13th day of November, 2019.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Clay Merritt 563-888-3055
Wards:

Action / Date
11/6/2019

Subject:
Resolution approving engineering and planning services for flood protection measures for the Water Pollution Control Plant and Compost Facility to Veenstra & Kimm, Inc of Rock Island, IL in the amount of \$110,000. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Veenstra & Kimm Inc, in partnership with Strand Associates, will provide engineering services for a detailed plan providing flood protection to the existing Water Pollution Control Plant (WPCP) and Compost Facility. Multiple scenarios, alternatives, and recommendations will be provided for three key areas:

1. Provide secure access to the WPCP/Compost Facility during high water events.
2. A facility protection plan for a 500-year flood event.
3. Determine a mechanism for interior drainage, pumping and peak flows/disinfection and treatment during flood events.

The funding for this service will come out of the operating budget of the Water Pollution Control Plant.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW Pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 2:32 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 2:33 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:43 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving engineering and planning services for flood protection measures for the Water Pollution Control Plant and Compost Facility to Veenstra & Kimm, Inc of Rock Island, IL in the amount of \$110,000.

WHEREAS, the City is looking to develop a comprehensive and detailed plan to protect important public assets; and

WHEREAS, Veenstra & Kimm, Inc of Rock Island, IL is providing the services to develop a comprehensive and detailed plan; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa that an engineering services agreement with Veenstra & Kimm, Inc for \$110,000 is approved.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Scharlet Clement 563-326-7793
Wards:

Action / Date
11/13/2019

Subject:
Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Weed Cutting Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 2:33 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 2:34 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 3:53 PM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of weed cutting at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of weed cutting on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 4%. All assessments bear interest at the current rate of 4%.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Weed Cutting Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
810004146	VZ PROPERTIES LLC	F0031-20	80026525	108.75
000053216	TRAN, DUNG	J0047A11	80026543	550.00
300248612	HINKLE, DAVID R	A0036-16	80027400	167.50
300240475	LACINA, WILLIAM T	C0062-40	80027407	108.75
000012667	HALLMAN, HAZIE M	F0031-38	80027417	226.25
120238976	HOMEcomings FINANCIAL LLC	G0013-10	80027422	475.00
000067847	BRENNON ROBACKER	G0019-05	80027426	285.00
120091704	TEEL, MARY M	G0021-14	80027428	343.75
000024585	RALEY, DAN O	G0021-32	80027430	475.00
000062271	VANESSA TATUM	G0035-23	80027435	167.50
300235332	KINNAIRD, DANIEL	G0036-15	80027439	226.25
120136461	WYATT, DARIN A	G0043-25	80027441	226.25
000054227	GODFREY, ELISAMA	G0050-39	80027443	108.75
000150910	HERRERA, MARY G	H0033-12	80027446	226.25
000084213	END OF THE ROAD LLC	H0048-24	80027450	285.00
000043771	YORK, GARY II	H0051-11	80027452	285.00
000019818	MAY, THIRI	H0054-01	80027456	226.25
300221710	TUCKER, JOHN M	H0056-56	80027458	226.25
120100422	FERNANDEZ, MARK	H0063-06	80027460	167.50
300239607	MEISENBURG, DENNIS	H0064-48	80027462	285.00
400001613	LUDTKE, WILLIAM	J0007-02	80027464	343.75
300108473	STAGGS, DEANNA M	J0024-01	80027468	226.25
400003459	CLARK, JERROD	J0024-12	80027470	343.75
300010533	LINDSAY, RUSSELL S	J0025-02	80027472	167.50
300043765	LINDSAY, JOSEPH L	J0025-10	80027474	285.00
300100191	MILLS, RICHARD	J0026-23	80027476	167.50
400001861	PLAMBECK, CLARK	J0027-41	80027478	108.75
000036693	MEIER, HELEN	J0037-24	80027481	285.00
000079402	KIKEL, JON	K0016-08	80027491	226.25
000009650	VILLALPANDO, GUSTAVO	N0737-08	80027499	343.75
000071790	TW DEVELOPMENT INC	N0753A25A	80027501	167.50
300193612	TRUMBO, KELLY C	O1607D30	80027503	108.75
300121110	DIPPEL, RICHARD L	P1113C24	80027505	108.75
000061435	JASON ARBOLEDA	P1313D37	80027507	226.25

000066780	RESIDENTIAL EQUITY PARTNERS LL	P1316B12	80027509	167.50
300088471	JOHNSON, PATRICIA A	P1412-10	80027513	900.00
300198288	LAKE, SALLY M	S2921B25	80027518	108.75
300229459	LINENBERGER, RUTH	W0318-10	80027520	226.25
000008415	WHITTEMORE, LORA	G0035-41	80027537	226.25
000023507	GEARHEAD PROPERTIES LLC	G0064-08	80027539	226.25
000051870	DAVID CRAFT II	G0047-18	80027541	167.50
000060742	JOHNSON, TAMARA R	F0017-05	80027547	285.00
000073652	DE LA PENA, SUSANA SAINZ	H0053-37	80027555	167.50
000077915	KRAUSE IOWA INVESTMENTS LLC	G0048-07	80027562	108.75
000079746	LUND, MISTY	G0052-39C	80027568	675.00
120139036	MEYER, RICHARD A	H0024-46	80027578	167.50
120247594	PEACOCK, GREGORY A	F0032-31	80027580	226.25
300014078	RETTENMAIER, CATHERINE	O2108B38	80027582	343.75
300210340	J L WATTS CO	20535-04C	80027592	500.00
300241514	MILLER, STEPHEN	R0524-14	80027596	108.75
300262792	ANDERSON, MONTE	H0056-16	80027600	167.50
400001608	GARCIA, RUBEN	K0008-21	80027604	226.25
400002756	MEYERS, LYNN	G0004-04	80027606	175.00
810001315	GEARHEAD PROPERTIES LC	G0064-07	80027616	285.00
810002416	KATHLEEN LONGSHORE	F0017-03	80027620	226.25
810002416	KATHLEEN LONGSHORE	F0017-04	80027622	226.25
810002660	MEDINA PROPERTY MGMT	G0047-05	80027626	226.25
000073963	HOLDINGS 10 LLC, VINMAK RE	B0004-26	80027898	108.75
300261233	RYAN JOHNSON PROPERTIES	C0058-04	80027907	108.75
000070011	CORELINE INVESTMENTS LLC	E0003-17	80027911	285.00
120219483	TAYLOR, DEREK	F0007-39	80027916	285.00
000075605	CALVIN CLEVINGER	F0033-25	80027928	285.00
000075605	CALVIN CLEVINGER	F0033-25	80027930	285.00
000005876	HANSON, RONALD R	F0033-29	80027932	285.00
000054452	WARICK, KRIS	F0035-05	80027935	285.00
120223102	KURSCHAT, CLAUDIO W	F0048-18	80027937	285.00
000066780	RESIDENTIAL EQUITY PARTNERS LL	G0030-30	80027946	461.25
000015549	HIBBS, MICHAEL A	G0035-11	80027948	226.25
000043161	STAHL, MATTHEW	G0036-08	80027950	226.25
000084599	MCADEN, HENRY	G0038-27	80027953	226.25
000008944	ERENBERGER, JOSEPH	G0038-28	80027955	343.75
300021999	MORINING, GUNNIE JR	G0043-15	80027957	167.50
300203114	RASCHER, MICHAEL	G0043-21	80027959	343.75
000036225	TAYLOR, SANDY	G0046-42	80027965	343.75
300021757	BEAULIEU, FLORENCE	G0051-17	80027969	343.75

300235991	LAMAR, JAMES	H0003-04	80027971	108.75
000067321	MAURICE DOECKEL	H0007-38	80027973	167.50
300080940	MEDRANO, GENARO	H0042-22	80027975	167.50
300123022	BINGHAM, JAMES	H0045-07	80027977	285.00
300261213	PEEL, TERRY J	I0006D03	80027982	167.50
000048181	JASPER, ANTHONY M	J0025-11	80027991	226.25
400001861	PLAMBECK, CLARK	J0027-41	80027995	167.50
000054422	WALDRIP, SHILO	K0006-36	80028000	167.50
300264227	LIDDELL II, KRAIG	K0012-02A	80028003	167.50
800003884	KNIGHTS OF PYTHIES	L0001-28	80028007	226.25
300246452	GEEST, MATTHEW T	S2905C20	80028017	108.75
300162221	DIPPEL, ALAN J	S2905D08	80028019	167.50
000084600	KAPELL, ANDREW	W1019D10	80028021	285.00
000084622	CITY VISION NATIONAL REVITALIZ	E0016-38	80028192	167.50
120165410	THOMAS, STACEY L	E0017-28	80028194	343.75
000080892	BOENS, JAWAYNE	E0017-39	80028196	285.00
000066780	RESIDENTIAL EQUITY PARTNERS LL	E0032-31	80028201	285.00
300138276	BRIEBESCO, SHARI	F0008-39	80028207	167.50
300179746	ROSINE, DAVID	F0013-14	80028211	108.75
300264692	LA MILLER & ASSOC	F0015-18	80028213	108.75
000078947	USA ENTERTAINMENT VENTURES LL	F0025-07	80028215	520.00
300032503	DEARBORN, RICHARD	F0040-21	80028221	285.00
300075545	PHILLIPS, MIRIAM	G0035-39	80028228	578.75
000055952	BAYVIEW LOAN SERVICING LLC	G0041-30	80028230	285.00
300108473	STAGGS, DEANNA M	J0024-01	80028245	108.75
000084623	FDM ENTERPRISES LLC	J0052-14	80028250	167.50
000069423	RAJAK RANDHAWA	X0251B19	80028268	402.50
000152069	LOVE, ZONA R	H0039-09	80028287	750.00
120207186	PARKS, SCOTT	F0044-17	80028289	402.50
400004156	PRICE, HELEN	F0028-20	80028295	1,175.00
000026214	DAVIS, GLEN O	F0044-04	80028297	242.50
300264689	CARROL, LAQUEUL A	G0033-08	80028299	300.00
300256542	PARROW, DAVID	H0041-04	80028301	701.25
120242609	WHITAKER, SUZANNE L	F0030-25	80028305	402.50
000151057	HICKMAN, ALBERTA	F0037-07	80028307	637.50
300031900	CARTER, ALBERT	F0027-14	80028309	696.25
300223439	CARSTENS, CHRIS	F0045-28A	80028311	108.75
000023990	MENGLER, MYLA	F0029-23	80028313	402.50
000056694	CHARLES VAN FOSSEN	F0036-05	80028315	226.25
300258874	GRANADO, EMETERIO	F0029-18	80028319	226.25
000053276	JOHNSON, JEREMIAH	F0044-23	80028321	167.50

300135400	LACY, LINDA L	F0047-34	80028323	343.75
300002172	POWERS, JULIE S	A0036-27	80028325	167.50
300123539	OEHRLEIN, PAUL G	B0010-22	80028327	167.50
000065977	HOME OPPORTUNITY LLC	H0056-27	80028329	167.50
000066780	RESIDENTIAL EQUITY PARTNERS LL	H0056-65	80028331	108.75
000059532	WHITE, NIKE	F0034-07	80028333	285.00
000072898	STONE, ROLLAND	H0026-26	80028335	167.50
810002834	MUDDY WATERS LLC	N0909B13	80028337	402.50
120188485	CYCLONE DEVELOPMENT	H0052-68	80028339	108.75
000050706	GARCIA, ALFREDO	L0004-29A	80028341	108.75
000078980	LOWE, DANIEL	H0064-37	80028343	108.75
300020293	LINDEMIER, DANIEL	G0009-13	80028355	108.75
000047983	CARLSON, BRYAN L	G0008-17	80028357	108.75
000024585	RALEY, DAN O	G0021-32	80028363	226.25

Number of Accounts to Levy	130	Total Balance Outstanding:	\$34,556.25
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City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Scharlet Clement 563-326-7793
Wards:

Action / Date
11/6/2019

Subject:
Resolution assessing the cost of brush & debris removal at various lots and tracts of real estate.
[All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Brush & Debris Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	11/1/2019 - 10:07 AM
Public Works Committee	Lechvar, Gina	Approved	11/1/2019 - 10:07 AM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:40 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of brush and debris removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of brush and debris removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 4%. All assessments bear interest at the current rate of 4%.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Brush and Debris Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
300168298	LE, HOA	K0006-40	80026446	178.00
810002068	MORELAND KENNETH C	F0031-33	80027415	724.50
000032024	BROWN PROPERTY DEVELOP LLC	G0022-05	80027432	157.00
120225814	SMITH, MICHAEL J	J0037-27	80027483	177.75
000066780	RESIDENTIAL EQUITY PARTNERS LL	K0007-16	80027488	150.00
810002905	NGUYEN INC	K0019-20B	80027496	161.50
300250282	HIMEBAUGH, KEN D	W0923C22	80027527	186.25
000054173	NORTH SHORE ESTATES LC	W1003C04	80027530	169.75
000076215	IOWA INVENTORY LLC	G0014-44	80027560	166.50
000079455	ELIZABETH ORONA	I0043-14	80027566	169.75
300021757	BEAULIEU, FLORENCE	G0051-17	80027584	298.25
300213558	ALDRICH, TAMMY	J0062-44	80027594	304.00
400000492	SOUNTRIS, VIVAN L	G0020-15	80027602	161.50
300213130	CRABTREE, HEATHER	A0036-21	80027895	153.25
300253124	BIERMAN, MARK	F0021-11	80027923	153.25
300122044	HICKS, ARMERDALE	F0023-07	80027925	169.25
000070869	SELBY ENTERPRISES, LLC	L0004-40	80028009	281.25
300113330	DAVIS, AUDREY O	F0034-03	80028217	211.25
810000832	DARRELL TURNER S	G0025-17	80028224	161.50
300264689	CARROL, LAQEUL A	G0033-08	80028226	161.25
810002901	NGUYEN INC % R NGUYEN	H0055-32	80028236	171.00
000036693	MEIER, HELEN	J0037-24	80028247	342.75
300168298	LE, HOA	K0007-21	80028254	233.50
810002905	NGUYEN INC	K0006-47A	80028365	172.25
300248612	HINKLE, DAVID R	A0036-16	80028367	169.75
000078821	KBR REAL ESTATE	H0042-01	80028373	169.75
810002660	MEDINA PROPERTY MGMT	G0047-05	80028375	178.00

Number of Accounts to Levy

27

Total Balance Outstanding:

\$5,732.75

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Scharlet Clement 563-326-7793
Wards:

Action / Date
10/31/2019

Subject:
Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Tree Removal Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	11/1/2019 - 10:09 AM
Public Works Committee	Lechvar, Gina	Approved	11/1/2019 - 10:09 AM
City Clerk	Admin, Default	Approved	11/1/2019 - 11:39 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of tree removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of tree removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 0%. All assessments bear interest at the current rate of 4%.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Tree Removal Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
000003608	HINKLE JR, DAVID R	A0036-16	01319246	750.00

Number of Accounts to Levy	1	Total Balance Outstanding:	\$750.00
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City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Scharlet Clement 563-326-7793
Wards:

Action / Date
10/31/2019

Subject:
Resolution assessing the cost of building board up at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Board Up Building

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 2:34 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 2:34 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 3:53 PM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of boarding up building at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of boarding up building on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 4%. All assessments bear interest at the current rate of 4%.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Board Up Building Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
300059186	SIMATOVICH, GENE	U0953-15	80027586	394.00
300096263	LUCIER, DANIEL L	J0024-39	80027588	122.50
300021757	BEAULIEU, FLORENCE	G0051-17	80027967	102.50
000066780	RESIDENTIAL EQUITY PARTNERS LL	G0030-30	80028272	167.50
Number of Accounts to Levy		4	Total Balance Outstanding:	\$786.50

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Scharlet Clement 563-326-7793
Wards:

Action / Date
11/6/2019

Subject:
Resolution assessing the cost of building demolition at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Demo Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	11/1/2019 - 10:08 AM
Public Works Committee	Lechvar, Gina	Approved	11/1/2019 - 10:08 AM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:58 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of condemned property demolitions at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of condemned property demolition on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 4%. All assessments bear interest at the current rate of 4%.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Building Demolition Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
400003029	UNITED NEIGHBORS	G0043-29	80027961	\$12,050.00
120202197	MORELAND, KENNETH C	H0064-02	80027980	\$26,170.00
Number of Accounts to Levy		2	Total Balance Outstanding:	\$38,220.00

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Scharlet Clement 563-326-7793
Wards:

Action / Date
11/6/2019

Subject:
Resolution assessing the cost of streetscaping at various lots and tracts of real estate. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Streetscaping Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	11/1/2019 - 10:10 AM
Public Works Committee	Lechvar, Gina	Approved	11/1/2019 - 10:10 AM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:54 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of improvements projects at various lots and tracts of real estate in Downtown Davenport

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of Streetscaping improvement projects on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 0%. All assessments bear interest at the current rate of 0%.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Downtown Streetscaping Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
300204555	FINANCIAL DISTRICT PROP	L0008-08	01316231	3,729.11
120245746	PARKWILD PROPERTIES	I0008-08-1	01316233	3,817.47
Number of Accounts to Levy		2	Total Balance Outstanding:	\$7,546.58

City of Davenport

Agenda Group:
Department: Public Works - Engineering
Contact Info: Eric Gravert 563-327-5125
Wards:

Action / Date
11/13/2019

Subject:

Motion accepting the Division St Soccer Complex Parking Lot Resurfacing project completed by Tri-City Blacktop, Inc of Bettendorf, IA. The project was completed with a final contract amount of \$95,333.71, CIP #64062. [Ward 8]

Recommendation:

Pass the Motion.

Background:

This project included new full depth HMA, new 2" HMA resurfacing, topsoil, and seeding in the center section of the parking lot.

The project was completed in accordance with the City of Davenport requirements with a final amount of \$95,333.71 budgeted in CIP #64062.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/31/2019 - 12:59 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 12:59 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:33 PM

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Gary Statz 563-326-7754
Wards:

Action / Date
11/6/2019

Subject:
Motion approving the construction of traffic signals at Cobham on Hickory Grove Road by Davenport Electric Contract Company in the amount of \$88,214.32 to be paid for in its entirety by Cobham. [Ward 2]

Recommendation:
Pass the Motion.

Background:
An Invitation to Bid was issued on October 2, 2019 and was sent to 166 vendors. On October 17, 2019, the Purchasing Division received and opened two responsive and responsible bids.

Cobham Mission Systems has requested the City of Davenport install a traffic signal system at the intersection of Hickory Grove Road and the northernmost driveway of the Cobham facility property.
Funding for this project is from Cobham Mission Systems to the City of Davenport for contractor costs.

ATTACHMENTS:

Type	Description
▣ Backup Material	PW_MOT_Signals at Cobham on Hickory Grove Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 1:01 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:02 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:34 PM

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: SIGNALS AT COBHAM ON HICKORY GROVE ROAD

BID NUMBER: 20-51

OPENING DATE: OCTOBER 17, 2019

GL ACCOUNT NUMBER: CIP #38011

RECOMMENDATION: AWARD THE CONTRACT TO DAVENPORT ELECTRIC
CONTRACT COMPANY OF DAVENPORT, IA

<u>VENDOR NAME</u>	<u>PRICE</u>
Davenport Electric Contract Company of Davenport, IA	\$88,214.32
Tri-City Electric Co. of Davenport, IA	\$115,317.03

Approved By Caithlyn Damer 10/23/19
Purchasing Date

Approved By Nicole Gleason 10-24-19
PW Director Date

Approved By Bradi Cogger 10-25-19
Budget/CIP Date

Approved By BW 10-28-2019
Chief Financial Officer Date

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Chris Dibbern 563-326-7891
Wards:

Action / Date
11/6/2019

Subject:
Motion approving card reader upgrades at City Hall from Tri-City Electric Co of Davenport, IA in the amount of \$67,030, CIP #23010. [Ward 3]

Recommendation:
Pass the Motion.

Background:
An Invitation to Bid was issued on August 16, 2019 and was sent to 140 vendors. On the closing date of September 11, 2019, no responses had been received. The bid was reissued, and on October 18, 2019, the Purchasing Division received and opened two responsive and responsible bids.

City Hall is in need of security upgrades to prevent unauthorized persons from entering certain areas of the building. This project consists of the installation of card readers in multiple locations including stairwells and for elevator access.

Funding for this project is from CIP #23010.

ATTACHMENTS:

Type	Description
▣ Backup Material	PW_MOT_Security Upgrades at City Hall Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 1:41 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:41 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 2:23 PM

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: SECURITY UPGRADES AT CITY HALL

BID NUMBER: 20-58

OPENING DATE: OCTOBER 18, 2019

GL ACCOUNT NUMBER: 77036698 530350 23010

RECOMMENDATION: AWARD THE CONTRACT TO TRI-CITY ELECTRIC CO.
OF DAVENPORT, IA

<u>VENDOR NAME</u>	<u>PRICE</u>
Tri-City Electric Co. of Davenport, IA	\$67,030.00
Tricon General Construction of Dubuque, IA	\$102,590.00

Approved By Caithlyn Warner 10/23/19
Purchasing Date

Approved By Nicole Gleason 10-24-19
PW Director Date

Approved By Brandi Cox 10-24-19
Budget/CIP Date

Approved By BW 10-28-2019
Chief Financial Officer Date

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Clay Merritt 563-888-3055
Wards:

Action / Date
11/6/2019

Subject:
Motion approving change orders #1 & #2 to the Police Station Parking Ramp Repair project with Western Specialty Contractors of West Des Moines, Iowa in the amount of \$51,225, CIP #23027. [Ward 3]

Recommendation:
Pass the Motion.

Background:
During initial construction activities, additional repair work was identified by the City's project team and contractor, this work increases the number of quantities for these line items: Double tee stem/bottoms, joint control replacement, route and seal cracks, partial depth concrete repair and clear penetrating sealer. This work is captured under change order #1. While finalizing repairs on the ground floor of the ramp; the decision was made to alter the parking alignment to diagonal lines for police personnel. The removal of the existing lines and application of new paint is captured under change order #2.

CONTRACT SUMMARY:

Original Contract Amount	\$249,709 (Approved)
Change Order #1	\$ 49,225 (Staff Approved)
Change Order #2	\$ 2,000 (Pending)
Total Amended Contract	\$300,934

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/31/2019 - 1:01 PM
Public Works Committee	Lechvar, Gina	Approved	10/31/2019 - 1:01 PM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:37 PM

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 563-326-7750
Wards:

Action / Date
11/6/2019

Subject:
Resolution approving a sewer revenue loan and disbursement agreement and providing for issuance of sewer revenue bonds. [All Wards]

Recommendation:
Adopt the Resolution.

Background:

The City proposes to enter into an amended Sewer Revenue Loan and Disbursement Agreement with the Iowa Finance Authority and borrow money in a principal amount not-to-exceed \$10,500,000 pursuant to the provisions of Section 384.24A of the Code of Iowa. The proceeds of this borrowing will be utilized to complete the City's 1930's Sanitary Sewer Riverfront Interceptor project, which includes abandoning large sections of the 1930's interceptor while rehabilitating certain sections connected to the 1970's interceptor for continued use.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Taxable Sewer Revenue Bond, Series 2010 (Build America Bond – Direct Payment); Sewer Revenue Improvement and Refunding Bond, Series 2015; Sewer Revenue Bond, Series 2016; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

The anticipated closing date for the sewer revenue loan is December 6, 2019.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/30/2019 - 9:18 AM
Finance Committee	Wright, Brandon	Approved	10/30/2019 - 9:18 AM
City Clerk	Admin, Default	Approved	10/30/2019 - 12:33 PM

RESOLUTION TO APPROVE SEWER
REVENUE LOAN AND
DISBURSEMENT AGREEMENT AND
PROVIDE FOR ISSUANCE OF SEWER
REVENUE BONDS

629872-87

Davenport, Iowa

November 13, 2019

The City Council of the City of Davenport, Iowa, met pursuant to law and the rules of the Council, at 5:30 o'clock p.m., on November 13, 2019, at the Council Chambers in the City Hall. The meeting was called to order and upon the roll being called, the following named Aldermen were present and absent:

Present: _____

Absent: _____.

The Council investigated and found that pursuant to notice duly published, the Council had met as the Committee-of-the-Whole on October 2, 2019, to hold a hearing on a proposed Sewer Revenue Loan and Disbursement Agreement between the City and the Iowa Finance Authority State Revolving Loan Fund and had also met on October 9, 2019 to adopt a resolution expressing the Council's intent to enter into the Loan and Disbursement Agreement and issue Sewer Revenue Bonds in an amount not exceeding \$10,500,000.

Alderman _____ introduced and moved the adoption of the resolution hereinafter set out. The motion was seconded by Alderman _____ and the Mayor put the question on the motion and, the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____.

Whereupon, the resolution, as hereinafter set out, was signed by the Mayor as evidence of approval, was attested by the Deputy Clerk and was declared to be effective.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

Deputy Clerk

RESOLUTION NO. _____

Resolution authorizing and approving a Sewer Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,387,000 Sewer Revenue Bonds, Series 2019

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 \$10,000,000 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 a resolution of the Council dated November 24, 2015 (the “Series 2015 Bond Resolution”) the City previously issued its \$5,781,106.70 Sewer Revenue Improvement and Refunding Bond, Series 2015, dated December 11, 2015 (the “Series 2015 Bond”) to the Lender, a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to a resolution of the Council dated February 10, 2016 (the “Series 2016 Bond Resolution” and together with the Series 2010 Bond Resolution and the Series 2015 Bond Resolution, the “Outstanding Bond Resolutions”), the City previously issued its \$7,538,000 Sewer Revenue Bond, Series 2016, dated April 29, 2016 (the “Series 2016 Bond” and, together with the Series 2010 Bond and the Series 2015 Bond, the “Outstanding Bonds”) to the Lender, a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolutions, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds; 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 Iowa Finance Authority State Revolving Loan Fund in a principal amount not to exceed \$10,500,000, for the purpose of paying the cost, to that extent, of constructing improvements and extensions to the Utility, and has published notice of such proposal and has held a hearing thereon;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. It is hereby determined that the City shall enter into the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender"). The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan to the City in the amount of \$10,387,000, for the purpose as set forth in the preamble hereof.

The Mayor and Deputy Clerk are authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. Sewer Revenue Bonds, Series 2019 (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 \$10,387,000, 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 1.75% 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 \$10,387,000 and numbered R-1.

The CFO/Assistant City Administrator 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 Deputy 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 Outstanding Bonds, 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 3. 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 4. 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 2019

No. R-1

\$10,387,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2040	_____, 2019

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

TEN MILLION THREE HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS.

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2020, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule hereon on June 1, 2021, 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, 2040. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The CFO/Assistant City Administrator 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, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of constructing improvements and extensions to the Municipal Sanitary Sewer System (the “Utility”) of the City (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, 2019, 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 outstanding Taxable Sewer Revenue Bond, Series 2010 (Build America Bond – Direct Payment), dated June 2, 2010; Sewer Revenue Improvement and Refunding Bond, Series 2015, dated December 8, 2015; Sewer Revenue Bond, Series 2016, dated April 29, 2016; 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 Deputy Clerk, all as of the Bond Date.

CITY OF DAVENPORT, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
Deputy 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
2021	\$427,000	2031	\$521,000
2022	\$436,000	2032	\$531,000
2023	\$445,000	2033	\$542,000
2024	\$454,000	2034	\$553,000
2025	\$463,000	2035	\$564,000
2026	\$472,000	2036	\$575,000
2027	\$481,000	2037	\$587,000
2028	\$491,000	2038	\$599,000
2029	\$501,000	2039	\$611,000
2030	\$511,000	2040	\$623,000

Section 5. The loan proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. 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 6. So long as any of the Bonds, the Outstanding Bonds 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 Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. 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 Outstanding Bond Resolutions 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 Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required in respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions 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 8. 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 Outstanding Bond Resolutions. 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 Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds established under the Outstanding Bond Resolutions.

Section 9. The provisions in and by the Outstanding Bond Resolutions, 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 Outstanding Bonds, 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 Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

An amount which, when added to like amounts to be deposited therein during the succeeding months prior to a semiannual or annual installment payment date on any Bonds, will be sufficient to pay 100% of the installment of principal and interest coming due on such semiannual or annual payment date

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds 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 Outstanding Bonds 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 10. The provisions in and by the Outstanding Bond Resolutions, 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 Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolutions 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 11. 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 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds 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 Outstanding Bonds 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 Outstanding Bonds 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 13. Upon a breach or default of a term of the Bonds, the Outstanding Bonds 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 14. The Bonds, the Outstanding Bonds 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 Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds 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 15. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds 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 Outstanding Bonds 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 16. 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 Deputy Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the Deputy 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 17. 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 18. 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 19. 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 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 13, 2019.

Mayor

Attest:

Deputy 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 \$10,384,000 Sewer Revenue Bond as referred to therein.

WITNESS MY HAND this _____ day of _____, 2019.

Deputy Clerk

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Bruce Berger 563-326-7765
Wards:

Action / Date
11/6/2019

Subject:
Resolution setting a Public Hearing for the purpose of amending the North Urban Renewal Plan.
[Wards 2, 6, 7, & 8]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport is seeking to amend the North Urban Renewal Area Plan. The amendment will add the 2019 Internal TIF project in the amount of \$275,000 and the Shortline Rail and Transload Facility project in the amount of \$450,000.

This Resolution sets the Public Hearing for Wednesday, November 20, 2019 at 5:30 p.m.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	RES Setting PH for North URA Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:55 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:55 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:45 AM

Resolution No. _____

Resolution offered by Alderman Matson

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a Public Hearing for November 20, 2019 at 5:30 p.m. in the Council Chambers for the purpose of amending the North Urban Renewal Plan.

WHEREAS, the City of Davenport has established the North Urban Renewal Area to support economic development growth for the City; and

WHEREAS, in accordance with Section 403.9 of the Code of Iowa, a Public Hearing must be held prior to amending the Urban Renewal Area Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a Public Hearing is called to be held on Wednesday, November 20, 2019 at 5:30 p.m.

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Steve Ahrens 563-888-2235
Wards:

Action / Date
11/6/2019

Subject:
Resolution awarding the contract for the Freight House south side deck replacement to WRS Construction Inc of Davenport, IA in the amount of \$308,139.82, CIP #23042. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
On September 23, 2019, an Invitation to Bid was issued and sent to contractors. On October 22, 2019, the Purchasing Division opened and read seven (7) bids. See attached bid tab.

The work under this project consists of the repairs to the Freight House Market building, south side decks including (but not limited to) new composite deck boards, new preservative-treated deck board, new galvanized steel railing, and additional preservative-treated wood joists, beams, and connectors.

WRS Construction Inc of Davenport, IA was the lowest responsive and responsible bid.

Funding for this project is from CIP #77071675 530350 23042 Freight House Deck Replacement.

ATTACHMENTS:

Type	Description
▣ Cover Memo	FIN_RES_Freight House South Side Deck Replacement
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:55 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:55 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:44 AM

Resolution No. _____

Resolution offered by Alderman Matson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the Freight House South Side Deck Replacement project to WRS Construction Inc. of Davenport, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the Freight House South Side Deck Replacement project; and

WHEREAS, WRS Construction Inc. of Davenport was the lowest responsive and responsible bidder;

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

1. Approving the contract for the Freight House South Side Deck Replacement project to WRS Construction Inc. of Davenport; and
2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:

Approved:

Brian Krup
Deputy City Clerk

Frank Klipsch
Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: FREIGHT HOUSE SOUTH SIDE DECK REPLACEMENT

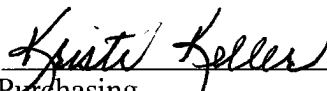
BID NUMBER: #20-47

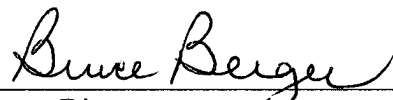
OPENING DATE: OCTOBER 15, 2019

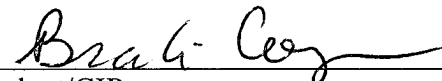
GL ACCOUNT NUMBER: CIP 23042

RECOMMENDATION: AWARD THE CONTRACT TO WRS CONSTRUCTION INC
OF DAVENPORT IA

<u>VENDOR NAME</u>	<u>BID AMOUNT</u>
WRS Construction Inc of Davenport IA	\$308,139.82
Minturn Inc. of Brooklyn IA	\$317,500.00
Lovewell Fence of Davenport IA	\$371,547.50
Estes Construction of Davenport IA	\$375,700.00
Tricon General Construction of Dubuque IA	\$395,800.00
Valley Construction Company of Rock Island IL	\$395,960.00
Swanson Construction Co. of Bettendorf IA	\$421,258.00

Approved By 
Purchasing

Approved By 
Dept. Director

Approved By  10-29-19
Budget/CIP

Approved By  10-29-2019
Chief Financial Officer

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 563-326-7750
Wards:

Action / Date
11/6/2019

Subject:
Resolution approving a service agreement with Davenport Industrial Railroad LLC for marketing, operations, and maintaining the City's transload facility. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:

The service agreement is with Davenport Industrial Railroad, LLC, a company organized by Northern Illinois & Wisconsin Railway Corporation based out of Edinboro, Pennsylvania. Below is a summary of the major conditions of the negotiated contract which has a term of five years with and additional term of five years.

- Market and promote the transload facility to prospective customers to provide transloading, switching and other related services.
- Establish fees related to services.
- Have care, custody and control over all transload facility operations at Davenport Industrial Railroad's own cost.
- Maintain, clean and repair the transload at Davenport Industrial Railroad's own cost.
- Provide a locomotive and other vehicles and equipment reasonably necessary to perform operation and maintenance services at Davenport Industrial Railroad's own cost.
- Pay for the cost of application, service initiation, regular service charges and repairs for all utilities at the facility.
- Pay a license fee to the City for railcars services when the number exceeds 1,500 cars annually.
- Maintain worker's compensation, general liability, automobile liability, and contractors' pollution legal liability insurance.
- Pay timely and full amount of any taxes owed under applicable laws.

Under the agreement, the City is responsible for property liability insurance to protect the property against direct physical loss.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Service Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	11/1/2019 - 10:49 AM
Finance Committee	Wright, Brandon	Approved	11/1/2019 - 10:49 AM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:53 AM

RESOLUTION NO _____

Resolution offered by Alderman Matson

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving a service agreement with Davenport Industrial Railroad LLC for marketing, operations and maintaining the City's transload facility.

WHEREAS, Davenport Industrial Railroad, LLC will hold the lease on the City's main railroad track and all related tracks; and

WHEREAS, Davenport Industrial Railroad, LLC will be responsible for providing marketing, transloading, switching, and other related services at the Transload Facility.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the service agreement with Davenport Industrial Railroad LLC for marketing, operations and maintaining the City's transload facility is hereby approved.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

Services Agreement

This Services Agreement (this “Agreement”) is made and entered into this _____ day of November, 2019, by and between the City of Davenport, a political subdivision of the State of Iowa (the “City”), and Davenport Industrial Railroad, LLC, a Pennsylvania limited liability company (“DIR”). The City and DIR are each called a “Party” and together are called the “Parties”.

Background

- A. The City owns property on which it has constructed a rail transload facility (the “TLF”) in the City of Davenport, Iowa, as further described in this Agreement, which will be served by the Canadian Pacific Railroad and potentially a second railroad (individually, a “Railroad” and, together, the “Railroads”).
- B. The City desires to engage a qualified contractor to market, operate and maintain the TLF, to include providing rail switching and transload services.
- C. DIR markets, operates and maintains transload terminals, and provides rail switching, transloading and similar services.
- D. The City desires to obtain, and DIR desires to provide to the City, certain services relating to the operation of the TLF and provision of the marketing, rail switching, transloading and other services described in this Agreement, upon the terms and subject to the conditions set forth in this Agreement.
- E. The City has determined it is in the best interest of the public to obtain the services from DIR as set forth in this Agreement.

Agreement

The Parties, desiring to be legally bound, agree as follows:

- 1. Background and Exhibits. The background recited above and all exhibits attached hereto are incorporated into this Agreement by reference.
- 2. Term. The initial term of this Agreement (the “Initial Term”) will begin on January 1, 2020 (“Commencement Date”) and will continue for five (5) years until December 31, 2024 unless earlier terminated in accordance with the terms of this Agreement. The Parties may extend the Initial Term for an additional five (5) year period (the “Extended Term”), which shall automatically occur unless either Party provides notice to the other Party no less than six (6) months prior to the end of the Initial Term of its intent to terminate this Agreement. The Initial Term and any Extended Term are together called the “Term”.

3. Access.

- 3.1 Grant of License. The City hereby grants to DIR, and DIR hereby accepts from the City, the right to market and exclusive (with the exception of the provisions set forth in Section 3.5) use of and the exclusive right to operate the TLF, including the track and land described in Exhibit 3 (the “Property”). This includes the exclusive right to (a) negotiate with persons and parties desiring to receive switching, transloading and other services at the TLF, (b) provide to customers of the TLF as identified on Exhibit 3, the switching, transloading and other services described in or otherwise contemplated by this Agreement, and (c) charge and collect fees for these services. This also includes complete charge of, and care, custody, and control over, the TLF beginning on the Commencement Date and continuing throughout the Term. The use and rights granted to DIR in this Agreement are together called the “License”.
- 3.2 Services are Exclusive. The operation of the TLF and Services provided by DIR pursuant to this Agreement are exclusive, except to the extent otherwise specifically provided in this Agreement, including Section 3.5. During the term of this Agreement, the City will not grant to any other person or party any right, or otherwise authorize any other person or party, to provide the Services to be provided by DIR under this Agreement, or to occupy the Property. During the term of this Agreement, the City will not design, construct, own, lease or operate any other rail transloading facility of any kind or nature without written permission from DIR during the term of this License and subject to the terms of Section 8.1.
- 3.3 Railroads’ Right to Use Certain Track. Notwithstanding any other provision of this Agreement, the City may grant to the Railroads the right to operate on certain portions of the TLF’s track, as shown on Exhibit 3.2, in order for the Railroads to deliver inbound railcars to DIR and receive outbound railcars from the TLF and any adjacent properties.
- 3.4 Transferability. DIR shall not transfer, lease, sublease, assign, sell or otherwise dispose of its interest in this Agreement without written permission from the City, unless such transfer is to another DIR entity. DIR shall provide four (4) months’ notice to the City of any intent to change. The City shall not unreasonably withhold permission to transfer.
- 3.5 Non-Exclusivity Upon Notice of Termination Pursuant to Section 7. Upon delivery of a notice to terminate by DIR pursuant to Section 7, all exclusivity rights set forth in this Agreement, including as set forth in Section 3.1 and 3.2, are immediately cancelled.

4. TLF Property and Improvements.

- 4.1 TLF Improvements. The City has constructed, at its own cost and expense, the TLF facilities ("Improvements") on the Property described in the site plan and specifications that are attached as Exhibit 4 (the "Plans and Specifications"). All City improvements to the TLF are included in the terms "Property" and "TLF" for all purposes of this Agreement.
- 4.2 Inspection and Acceptance. DIR has inspected the Property and, as of the date of execution of this Agreement, deems the Property sufficient for the Services to be performed.
- 4.3 Ownership of Improvements. The City will retain ownership of and title to the Property.
- 4.4 Warranty Claims. If DIR notifies the City that any repair required to be made to any Improvement or other material may be subject to any warranty claim against the vendor or other supplier of such equipment or other material, the City will at its expense pursue such claim diligently in a commercially reasonable manner. If requested by the City, DIR will provide reasonable assistance to the City in connection with any such warranty claim.

5. DIR's Obligations. DIR will provide the following services (together, the "Services"):

- 5.1 Marketing. DIR will use commercially reasonable efforts to market and promote the TLF to prospective customers. Without limiting the foregoing, DIR will:
 - (a) Negotiate in good faith with persons and parties desiring to receive transloading, switching and related services at the TLF (each such person with whom or party with which DIR enters into a contract to provide services is called a "Customer", and each contract with a Customer is called a "Customer Contract");
 - (b) Negotiate in good faith to provide railcar switching services to the owners/operators of the Adjacent Properties (each such owner or operator with whom or which DIR enters into a contract to provide services is called an "Adjacent Property Customer", and each contract with an Adjacent Property Customer is called an "Adjacent Property Customer Contract"); and
 - (c) Establish and charge, in its sole discretion, fees for the services it offers and provides to Customers and Adjacent Property Customers, which rates the City recognizes must be compensatory to DIR for such services.

- (d) Provide the City with periodic reports describing progress relating to the Marketing Services no less than annually. Such reports will contain, at a minimum, the following information:
 - 1. Identify prospective TLF Customers.
 - 2. Contact date/times with potential TLF Customers.
 - 3. Results of communication.
 - 4. Likelihood of agreement with potential Customers.
- (e) The services set forth in this Section 5.1 are, collectively, the “Marketing Services.”

5.2 Operation of the TLF. DIR will (1) be in complete charge of and have care, custody, and control over all TLF operations, (2) perform all day-to-day management functions with respect to all TLF operations, (3) operate the TLF in a professional and commercially reasonable manner, consistent with the operation of other rail transloading terminal facilities of similar size and scope, and (4) perform the Services described in this Agreement. DIR will:

- (a) Receive inbound railcars from the Railroads for Customers and place (or “spot”) such railcars at the TLF as may be provided for in the Customer Contracts;
- (b) Receive inbound railcars from the Railroads for Adjacent Property Customers and spot such railcars at the Adjacent Properties as may be provided for in the Adjacent Property Customer Contracts;
- (c) Gather and stage outbound railcars for delivery to the Railroads as may be provided for in the Customer Contracts or the Adjacent Property Customer Contracts;
- (d) Transload product from railcar to truck and from truck to railcar at the TLF;
- (e) Store or stage product at the TLF for Customers as may be provided for in the Customer Contracts;
- (f) Provide storage and staging facilities at the TLF for Customers as may be provided for in the Customer Contracts; and
- (g) The services in this Section 5.2 are, collectively, the “Operation Services.”

5.3 Maintenance of the TLF. DIR will, at its own cost and expense:

- (a) Repair and maintain the Improvements in good order and condition, to the

standard which would be maintained by a prudent manager of a rail transload terminal and assets similar in size, quality, construction, usage and age situated on a similar site, (i) uninsured loss by fire or other casualty (excepting losses to the extent caused by DIR's wrongful acts) and (ii) ordinary wear and tear excepted; and

- (b) Keep the TLF in a clean and orderly condition and appearance.
- (c) Perform the day to day maintenance of the TLF, including, but not limited to, snow removal, lawn maintenance, routine grounds maintenance, light bulb replacement, and maintenance of overhead doors, manual dock levelers, and storm water sluice gates. For clarity, the lawn and grounds maintenance obligation is limited to the area within the fence adjacent to the TLF building.
- (d) The services in this Section 5.3 are, collectively, the "Maintenance Services."

5.4 Compliance with Applicable Law. DIR will comply with Applicable Law in performing its obligations under this Agreement.

5.5 Performance Standards. DIR will perform the Services in a prudent and workmanlike manner, in accordance with safe operating practices, and in accordance with industry standards for the operation and maintenance of rail transload terminals.

5.6 Personnel. DIR will provide and make available, as necessary, all workforce labor to provide the Services and perform its duties under this Agreement. All such persons will be and remain the sole employees of DIR and be subject to DIR's exclusive authority, supervision, direction, and control.

- 5.7 Equipment. DIR will provide a locomotive, and such other vehicles and equipment as DIR determines is reasonably necessary to perform the Services. For purposes of this Agreement, a locomotive is defined as any powered car mover that is equipped with all necessary FRA appliances (horns, lights, ditch lights, etc.) to legally cross public grade crossings and that will be used by DIR to provide service to and from the TLF and any other adjacent rail users. DIR will provide fuel and consumables for its locomotive, other vehicles and equipment, and will maintain its locomotive, other vehicles and equipment in good and safe working condition, sufficient to perform the Services.
- 5.8 Independent Contractor. DIR is an independent contractor. DIR will have full and complete control as an independent contractor of its activities and operations under this Agreement. Neither Party shall enter into agreements, make commitments or incur liabilities or obligations on behalf of the other Party. DIR's employees will be deemed for all purposes to be the employees of DIR and subject to DIR's sole and exclusive direction, supervision and control. Under no circumstances will DIR's employees be deemed to be employees of the City. DIR will be responsible for payment of all payroll, withholding, workers compensation, unemployment compensation or other state or federal benefit programs and other similar taxes relating to its employees.
- 5.9 Records. DIR will maintain throughout the Term books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities under this Agreement. The documents provided in Section 5.9 will be maintained and updated as needed and copies will be provided to the City.
- 5.10 Permits. DIR will obtain and maintain all permits and other regulatory approvals required for the operation of the TLF and the performance of the Services (the "Operating Permits").
- 5.11 Utilities. DIR will be responsible for the cost of applications, service initiation costs, regular service charges and repair costs for all utilities (including electricity, water, telecommunications, etc.) used at the TLF (*i.e.*, charges for consumption but not for connection). The City will provide all connections for utilities to the TLF.
- 5.12 Liens. DIR will pay all debts incurred to, and will satisfy all liens of, contractors, subcontractors, mechanics, laborers and material suppliers arising from its operation of the TLF, including any improvements made to or maintenance of the TLF conducted by or at DIR's direction, and will indemnify, defend and hold the City harmless against all legal costs and charges, including reasonable counsel fees, in any suit involving any lien, the enforcement or removal thereof, or encumbrance caused by the same, with respect to the TLF or any part thereof.

5.13 Surrender. Upon the expiration or termination of this Agreement, DIR will at its expense remove from the TLF all equipment, buildings, structures, other improvements and the contents thereof, placed thereon by DIR, and will deliver up the Property and Improvements to the City clean and clear of debris and in substantially the state in which they existed on the Commencement Date, uninsured loss by fire or other casualty and ordinary wear and tear excepted. DIR will provide lien waivers for all vendors and for all work completed at the TLF during its Term of Service at the surrender of the property.

6. Payment of License Fee to the City.

6.1 License Fee. As sole consideration for the License granted to it in this Agreement, DIR will pay to the City a fee (the "License Fee") as follows for each railcar into or out of which DIR transloads a product at the TLF for a Customer and that DIR has released back to a Railroad during a contract year (i.e., during a twelve month period during the Term ending on the anniversary date of the Commencement Date; each such twelve month period being called a "Contract Year"), applied in increments ("License Fee Increments") as follows:

<u>Number of Cars</u>	<u>License Fee Increment</u>
0 - 1,500	\$0.00 per car
1,501 - 2,000	\$20.00 per car
2,001 - 2,500	\$30.00 per car
2,501 +	\$40.00 per car

For avoidance of doubt, and by way of example, if DIR were to transload product into or out of and release back to a Railroad 2,619 railcars at the TLF for Customers in a given Contract Year, DIR would pay to the City a License Fee of \$29,760.00 for such Contract Year, calculated as follows:

- (1) \$0.00 for the first through the 1,500th car; plus
- (2) \$20.00 for each of the 1,501st car through the 2,000th car (a total of 500 cars)
= 500 x \$20.00 = \$10,000.00; plus
- (3) \$30.00 for each of the 2,001 through the 2,500th car (a total of 500 cars) =
500 x \$30 = \$15,000.00; plus
- (4) \$40.00 for each of the 2,501st through the 2,619th car (a total of 119 cars) =
119 x \$40.00 = \$4,760.00.

The License Fee for such Contract Year would therefore be \$10,000.00 + \$15,000.00 + \$4,760.00 = \$29,760.00

- 6.2 Payment. DIR will provide to the City, within thirty (30) days of the end of each Contract Year, a report of the number of railcars into or out of which it transloads products at the TLF for Customers and released back to a Railroad during that Contract Year, together with payment of the applicable License Fees payable under Section 6.1 with respect to that Contract Year.
- 6.3 Adjustment of License Fee Increments. The License Fee Increments will be subject to adjustment as provided in Exhibit 6.3.
7. Option to Terminate or Renegotiate.
- 7.1 If the total number of railcars entering the TLF in any two (2) successive Contract Years is less than 1,000 per year, either Party will have the right, but not the obligation, to (a) terminate this Agreement, without further liability or obligation, by providing not less than six (6) months' written notice to the other Party, or (b) require that the Parties meet and negotiate in good faith equitable adjustments to the terms and conditions of this Agreement, including the License Fee.
8. Improvements.
- 8.1 Capital Improvements. If either Party desires to construct capital improvements to (including any expansion of) the TLF, that Party may request that the Parties meet together and in good faith negotiate the terms for those capital improvements, including the source(s) of funding.
- 8.2 Temporary Improvements. DIR may in its discretion and at its expense make such improvements to the Facility as it deems necessary or appropriate, including installing locomotive maintenance facilities, and other facilities (such as silos, storage sheds and racks) for handling and storage of Customer products. These improvements are subject to the applicable City of Davenport Building Codes. DIR will retain ownership of and title to such improvements, and will remove them at the end of the Term as provided in Section 5.13. If such improvements are not removed within sixty (60) days from the end of the term, such improvements shall be deemed abandoned by DIR. Alternatively, the Parties may mutually agree to negotiate a fair price for the City to purchase such improvements.
9. Environmental Responsibility.
- 9.1 Certain Terms Defined.
- (a) "Hazardous Substance" means any hazardous, toxic or polluting substance or waste governed by any Applicable Law, including without limitation petroleum products and radioactive materials.
- (b) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, dumping,

depositing, spraying, burying, abandoning, incinerating, or placing, or any similar action defined in any Applicable Law.

- 9.2 DIR's Environmental Responsibility. DIR will be responsible for liability or obligations resulting from the Release of any Hazardous Substance on the Property after the Commencement Date by DIR or any person or entity for whom or which it is legally responsible. DIR will report to the appropriate environmental agencies any Release of a reportable quantity of a Hazardous Substance first occurring during the Term at the Property, except to the extent caused by the City or any person for whom or entity for which it is legally responsible, and will promptly provide notice of the Release to the City.
- 9.3 The City's Environmental Responsibility. Except as set forth in Section 9.2, the City will be and remain responsible for the environmental condition of the Property and for any liability or responsibility arising therefrom, including without limitation liabilities resulting from:
- (a) the presence of any Hazardous Substance in, on, at or under the Property existing at the Commencement Date, whether known or unknown;
 - (b) the presence of any Hazardous Substance in, on, at or under the Property existing at the Commencement Date which have migrated before or which migrate after the Commencement Date from the Property to a neighboring or adjacent property; and
 - (c) the Release of any Hazardous Substance on the Property after the Commencement Date by the City or any person for whom or entity for which it is legally responsible (including without limitation the Railroads to the extent permitted by the City to use the Property under Section 3.2, but excluding DIR and any person for whom or entity for which DIR is legally responsible).

- 9.4 Environmental Claims. Each Party will promptly provide the other with written notice of any Hazardous Substance on the Property of which it becomes aware and of any claim made in respect thereof or in respect of any liability related thereto, and the remediation of any such contamination and any claim in respect thereof will be undertaken by DIR or the City in accordance with the allocation of their respective liabilities set out in the preceding Sections 9.2 and 9.3. Each Party will satisfy and discharge or compensate the other in full in respect of any such liability.
- 9.5 Environmental Baseline. The Parties acknowledge that the City caused Missman, Stanley & Associates, P.C. ("Missman") to conduct a Phase I environmental site assessment of the Property in Eldridge, Iowa, dated August 3, 2007 and a Phase II environmental site assessment of the Property in Eldridge, Iowa, dated October 10, 2007. The Parties also acknowledge that a review of potential wetland areas was conducted by the Natural Resources Conservation Service dated October 25, 2007, and an environmental review of the site was conducted by the Army Corps of Engineers dated January 25, 2008. These site assessment reports will serve as a baseline environmental study indicative, but not conclusive, of the environmental condition of the Property on or about the Commencement Date.

10. Insurance.

- 10.1 Required DIR Insurance. DIR will provide and maintain insurance of the following types and in the following amounts throughout the Term:
- (a) Worker's Compensation Insurance as required by State and/or Federal law and Employers' Liability Insurance with a minimum limit of liability of \$1,000,000 per occurrence;
 - (b) General Liability Insurance, including bodily injury, property damage, personal injury, products and completed operations liability and contractual liability with minimum limits of liability of \$5,000,000 each combined single limit for bodily injury and property damage, with a \$10,000,000 annual aggregate; and
 - (c) Automobile Liability Insurance covering all owned, non-owned and hired automobile with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage per accident.
 - (d) Contractor's Pollution Legal Liability Insurance policy with limits of \$10,000,000 per occurrence.
 - (e) Minimum insurance limits will be reviewed every 5 years to assure that the limits remain current with regard to inflation. Any change in limits will be by mutual agreement, in writing, in accordance with Section 21.6,

- (f) DIR waives, and will cause each underwriter to waive, its right of subrogation against the City arising out of or with respect to such insurance and any claims thereunder.

10.2 Required City Insurance.

- (a) The City will provide and maintain property insurance covering risk of direct physical loss, including fire, earthquake, and other peril, on the Improvements throughout the Term on a replacement cost basis.
- (b) The City waives, and will cause each underwriter to waive, its right of subrogation against DIR arising out of or with respect to such insurance and any claims thereunder.

10.3 Additional Insureds. Except for Workers Compensation and Employers Liability insurance, all other insurance provided by DIR pursuant to Section 10.1 will name the City as an additional insured on a primary basis, but only to the extent of the insured liabilities assumed by DIR under this Agreement. DIR will provide a copy of the certificate of insurance and/or endorsements evidencing the additional insured status of the City.

10.4 Insurance Companies. The insurance policies required under this Agreement must be from companies qualified to conduct business in the State of Iowa.

10.5 Certificates. DIR will provide certificates evidencing the foregoing insurance to the City prior to its commencing operation of the TLF, and at each annual renewal thereafter.

11. Indemnification. To the extent permitted by law, each Party will indemnify, defend and hold harmless the other Party, its parent, subsidiaries, affiliates, successors and assigns and each of their officers, directors, shareholders, members and employees (“Related Parties”) from any damage to property, any injury to person (including death), and any direct demands, claims, expenses, fines and losses of any type (including, but not limited to reasonable attorneys’ fees and litigation expenses) to the extent resulting from the indemnifying Party’s or its Related Parties’ negligence, gross negligence or willful misconduct in performing or failing to perform its obligations under this Agreement. Where the personal injury, death, damage to property or loss is the result of their joint negligence, gross negligence or willful misconduct, the Parties will indemnify each other in proportion to their respective allocable share of such joint negligence, gross negligence or willful misconduct, on a comparative negligence basis.

12. Force Majeure. For purposes of this Agreement, “Force Majeure” means any act of God, war, strike, lock out, riot, civil disorder and natural disaster, and any other cause or causes not reasonably within the control and without the fault or negligence of the Party claiming Force Majeure; provided, however, that in no event will a lack of funds or any event caused or contributed by a lack of funds be a Force Majeure event. If, because of

Force Majeure, either Party is unable to carry out any obligation under this Agreement, that obligation will be suspended to the extent and for the time made necessary by the Force Majeure. Nothing in this Agreement will cause the Party affected by Force Majeure to submit to what it considers an unreasonable condition or restriction or unfavorable labor agreement.

13. Damage to or Destruction of the TLF. In the event the TLF is completely destroyed or so damaged, through no fault of DIR's, that it will remain unusable for more than sixty (60) days, DIR may, but will not be obligated to, terminate this Agreement without further obligation or liability.
14. Taxes.
 - 14.1 Property Taxes on the Property and Improvements. DIR will pay timely the full amount of any ad valorem taxes or similar taxes assessed under applicable law.
 - 14.2 Property Taxes on DIR's Personal Property and Equipment. DIR will pay timely the full amount of any and all taxes levied or assessed against any improvements, personal property and equipment placed on the Property by DIR.
15. Quiet Enjoyment. The City covenants to DIR that, subject to DIR's compliance with the terms and provisions of this Agreement, DIR will peaceably and quietly hold and enjoy the full possession and use of the TLF (including the Property and the Improvements) during the Term.
16. Entry by the City. Throughout the Term, the City may make periodic reasonable inspections of the TLF and DIR's operations during normal operating hours, at the City's cost and risk. The City will conduct such inspections in a manner so as not to interfere unreasonably with DIR's normal operation of the TLF.
17. Condemnation. If, in DIR's reasonable judgment, a taking by condemnation of any portion of the TLF renders the remainder of the TLF unsuitable for the purposes contemplated by this Agreement, then DIR may terminate this Agreement as of the date title to the condemned real estate vests in the condemnor, without further obligation or liability. If, in DIR's reasonable judgment, a taking by condemnation does not render the TLF unsuitable for the purposes contemplated by this Agreement, then this Agreement will remain in effect. The right, if any, of DIR to share in a condemnation or eminent domain award will be based upon and consistent with existing Iowa law.
18. Representations and Warranties.
 - 18.1 DIR's Representations and Warranties. DIR represents and warrants to the City that:

- (a) DIR is a limited liability company duly formed and validly existing under the laws of the Commonwealth of Pennsylvania. DIR is authorized to do business in the State of Iowa;
- (b) This Agreement constitutes the legal, valid and binding obligation of DIR, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity;
- (c) The execution, delivery and performance of this Agreement by DIR has been duly authorized by all requisite corporate action and will not conflict with any provisions of any law, or any agreement or instrument to which DIR is a party or by which it or its property may be bound or affected;
- (d) Neither the execution and delivery by DIR of this Agreement, nor the provision by DIR of any of the Services, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of any governmental authority, except those which have been duly obtained and are in full force and effect, or not yet required, but which DIR believes will be readily obtainable in the ordinary course of business upon due application therefor; and
- (e) DIR is not a party to any legal, administrative, arbitral, investigational or other proceeding or controversy pending, or to the best of its knowledge, threatened, that could adversely affect its ability to perform its obligations hereunder.

18.2 The City's Representations and Warranties. The City represents and warrants to DIR that:

- (a) This Agreement constitutes the legal, valid and binding obligation of the City, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, (ii) general principles of equity, and (iii) statutory interpretation;
- (b) The execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite action and will not conflict with any provisions of any law, or any agreement or instrument to which the City is a party or by which it or its property may be bound or affected;
- (c) Neither the execution and delivery by the City of this Agreement, nor the consummation by the City of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to, the registration

with, the filing of any document with, or the taking of any other action in respect of any governmental authority, except those which have been duly obtained and are in full force and effect, or not yet required, but which the City believes will be readily obtainable in the ordinary course of business upon due application therefor;

- (d) The City is not a party to any legal, administrative, arbitral, investigational or other proceeding or controversy pending, or to the best of its knowledge, threatened, that could adversely affect its ability to perform its obligations hereunder; and
- (e) The City has not granted to any other person or party, including any owner or operator of any of the Adjacent Properties, any right or authority in conflict with the License granted DIR under this Agreement.

19. Default.

19.1 Events of Defaults. Any one or more of the following will constitute an “Event of Default” under this Agreement:

- (a) Either Party fails to pay any amount (other than an amount disputed in good faith) within thirty (30) days after such amount is due hereunder unless the other Party otherwise consents in writing.
- (b) Either Party fails to perform or observe any material term or provision of this Agreement to the reasonable satisfaction of the other Party and such failure (i) has not been cured within thirty (30) days after written notice thereof has been given by the non-defaulting Party when the failure can be cured within such period or (ii) if the failure cannot be cured within such period, (1) the defaulting Party fails to initiate or diligently pursue a cure within such period or (2) the defaulting Party fails to cure the failure within such additional period as may reasonably be required to effect a cure after the notice.
- (c) Either Party (i) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) is unable or admit in writing its inability to pay its debts generally as they mature, (iii) makes a general assignment for the benefit of its creditors, (iv) is dissolved or liquidated in full or in part, (v) becomes insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) takes any action for the purpose

of effecting any of the foregoing.

- 19.2 Remedies. Subject to the notice provisions set forth in Section 21.1 of this Agreement, upon the occurrence or continuance of an Event of Default, the non-defaulting Party may at its option do any one or more of the following in any order: (i) terminate this Agreement without relieving the defaulting Party of any of its obligations under this Agreement, or (ii) exercise any or all other rights or remedies otherwise provided by this Agreement, or by law or in equity.
- 19.3 Remedies are Cumulative. All remedies provided for in this Agreement are cumulative and will be in addition to each other and to any and all other rights and remedies provided by law or in equity. The exercise of any right or remedy by the non-defaulting Party hereunder will not in any way constitute a cure or waiver of default hereunder, or invalidate any act done pursuant to any notice of default, or prejudice the non-defaulting Party in the exercise of any of the rights hereunder.
20. Confidentiality.
- 20.1 Obligation Not to Disclose Confidential Information. The City will maintain in strict confidence, and will use and disclose only as authorized by DIR, all Confidential Information (as defined below) that the City receives in connection with DIR's performance of Services. However, the City may disclose any Confidential Information to the extent required by an order of any court or other governmental authority having jurisdiction thereon, but only after the City has notified DIR, and DIR has had the opportunity to obtain reasonable protection for, the Confidential Information.
- 20.2 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means: (a) any information concerning the transactions of any Railroad or any Customer, Adjacent Property Customer, supplier or other person or entity with DIR; (b) any information relating to the contracts (including Customer Contracts and Adjacent Property Customer Contracts), agreements, business plans, budgets, or results of operations, or any other financial information of DIR, to the extent such information has not been made available to the public by DIR; and (c) any other trade secret, proprietary information or information marked or noted to be confidential by DIR at the time of disclosure. Information that is not novel or copyrighted or patented may nonetheless be Confidential Information.
- 20.3 Exceptions. Confidential Information will not include any information: (i) that is or becomes generally known to the public through sources independent of DIR and through no fault of the City; (ii) that is available or becomes available to the City from a third party who has a right to disclose it to the City other than in the City's capacity under this Agreement; or (iii) that is independently developed or

acquired by the City or the City's personnel without reliance in any way upon Confidential Information.

20.4 Injunctive Relief. The Parties agree that, upon any breach by the City of this Article 20, DIR will suffer irreparable harm. Therefore, DIR will be entitled to seek immediate injunctive relief from any court of competent jurisdiction upon any breach by the City of this Article 20, in addition to seeking damages or other appropriate relief.

20.5 Survival. This Article 20 will survive expiration or termination of this Agreement for the applicable statute of limitations.

21. Miscellaneous Provisions.

21.1 Notice. Any notice required or permitted by this Agreement must be in writing and delivered as follows, with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice must be sent to the following addresses or such other address as either party may specify in writing:

If to the City:

City of Davenport
Attention: City Manager
226 West 4th Street
City of Davenport, Iowa 52801

with a copy of all notices regarding breach,
termination, or similar legal issues to:

Corporation Counsel
City of Davenport
226 West 4th Street
Davenport, IA 52801

If to DIR:

Davenport Industrial Railroad, LLC
Attention: John K. Howell, President
6521 Old State Road
Edinboro, PA 16412

with a copy of all notices regarding breach,
termination, or similar legal issues to:

Davenport Industrial Railroad, LLC
Attention: General Counsel
c/o Fletcher & Sippel LLC
29 North Wacker Drive, Suite 800
Chicago, IL 60606-3208

- 21.2 Governing Law. This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Iowa, without regard to the conflict of law provisions thereof.
- 21.3 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
- 21.4 **NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO THE OTHER PARTY (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE (EXCLUDING GENERAL DAMAGES), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF THAT PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT.**
- 21.5 Captions. The Article and Section headings contained in this Agreement are used only as a matter of convenience and are neither to be considered a part of this Agreement nor to be used in determining the intent of the Parties.
- 21.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to the subject matter of this Agreement, but without prejudice as to any liability which may have accumulated thereunder. This Agreement may only be changed by mutual agreement of the Parties in writing.

[SIGNATURE PAGE FOLLOWS]

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

The City of Davenport

By: Name:
Title:

Davenport Industrial Railroad, LLC

By: Name:
Title:

Exhibits

Exhibit 3 – Property

Exhibit 3.2 – Track to be used by Railroads

Exhibit 4 – Site Plan

Exhibit 6.3 – License Fee Increment Adjustment Procedure

Exhibit 3
Property



Exhibit 3.2
Track to be used by Railroad

Legal Description for Main Rail Line and All Related side Tracks the Real Property 25 Feet on each side thereof at the Transload Facility

Parts of Sections 26, 27, 28 and 33 all in Township 79 North Range 3 East of the 5th P.M. being more particularly described as follows:

Tract 1 (City of Davenport): Parcel No. W3307-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36630 with the following legal description:

Part of the North Half of the Northeast Quarter of Section 33 in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: Lot 1 of Interstate 80 Airport Industrial Park 6th Addition to the City of Davenport Iowa. Said tract contains 13.64 acres, more or less.

Tract 2 (City of Davenport): Parcel No. W2801-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36628 with the following legal description:

Part of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: The Eastern 390.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North Range 3 East, excluding the Rail Road Right-of-Way per document 2011-1922. Said tract contains 10.00 acres, more or less.

Tract 3 (City of Davenport): Parcel No. W2801-02 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

&

Tract 4 (Scott County): Parcel No. 932839005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

Tract 3 and 4 are legally described as follows:

Part of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 27, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A variable width right-of-way, the centerline of which is divided into equal stations of 100.00 feet in length; said centerline is described as follows: Commencing at the West Quarter Corner of said Section 27; thence South 02 degrees 09 minutes 53 seconds East 2.85 feet on the west line of the Southwest Quarter of said Section 27; thence North 87 degrees 50 minutes 11 seconds East 0.60 feet to the east line of described right-of-way line of Slopertown Road; thence on said southerly line and the arc of a 1943.00 foot radius curve, concave northeasterly 25.98 feet, with a chord bearing and distance of North 81 degrees 38 minutes 28 seconds East 25.98 feet to the point of beginning; said point being centerline Station 219+36.05; thence South 02 degrees 09 minutes 49 seconds East on said centerline 2660.95 feet to the intersection with the south line of the Southeast Quarter of said Section 28 and there terminating a centerline Station 245+96.97. The east line of the proposed right-of-way line is 25.00 feet easterly of a parallel with the aforesaid centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet left of Station 219+40.80 and runs southerly to Station 239+99.14; thence said right-of-way widens to 35 feet easterly of

and parallel with said centerline to Station 245+97.37 at the intersection with the south line of the Southwest Quarter of said Section 27; and there terminating. The west line of the proposed right-of-way is 25.00 feet westerly of and parallel with said centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet right of Station 219+31.09 and runs southerly to Station 221+49.11; thence said right-of-way line widens to 45.00 feet westerly of and parallel with said centerline to Station 237+99.52; thence said right-of-way line narrows to 25.00 feet westerly of and parallel with said centerline to Station 239+9.14; thence said right-of-way line widens to 35.00 feet westerly of and parallel with said centerline to Station 245+96.56 at the intersection with the south line of the Southeast Quarter of said Section 28, and there terminating. The above described right-of-way contains 4.10 acres, more or less. Right-of-way plat attached and by this reference made apart hereof.

Tract 5 (City of Eldridge): Parcel No. 932703005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2001-1925 with the following legal description:.

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West along the centerline of said strip 1432.24 feet to the point of curvature of a curve, concave southeasterly, having a radius of 716.20 feet with a central angle of 90 degrees 04 minutes 12 seconds and a chord bearing and distance of South 42 degrees 55 minutes 11 seconds West 1013.48 feet for a distance of 1125.88 feet along said curve; thence South 02 degrees 06 minutes 55 seconds East 862.30 feet to the northerly right-of-way line of Slopertown Road and there terminating. Said tract contains 3.93 acres, more or less.

Tract 6 (City of Eldridge): Parcel No. 932713002 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on July 29, 1985 as Document 1985-11443 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; North 87 degrees 57 minutes 04 seconds East 545.77 feet to the west line of Buttermilk Road also known as 155th Avenue and there terminating. Said tract contains 0.63 acres, more or less.

Tract 7 (Scott County): Parcel No. 932705006 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1923. With the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of said Section 27, thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Section 27; thence South 87 degrees 57 minutes 04 seconds West 1327.16

feet to the east line of the west half of the Northeast Quarter of said Section 27 and the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1292.58 feet to the east right-of-way line of Buttermilk Road (155th Avenue) and there terminating. Along with a triangular piece of land lying adjacent to and coincident with the southwest corner of the above described right-of-way said corner being the point of beginning; thence North 87 degrees 57 minutes 04 seconds East 148.00 feet along the south line of the the above described right-of-way; thence southwesterly to a point in the east right-of-way line of Buttermilk Road (155th Avenue) 35 feet southerly of the southwest corner of the above described right-of-way; thence North east right-of-way line of Buttermilk Road (155th Avenue) 35 feet to the point of beginning. Said combined tracts contain 1.54 acres, more or less.

Tract 8 (City of Eldridge): Parcel No.932707003 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1926 with the following legal description:

Part of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Quarter Section to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 27 and there terminating. Said tract contains 1.52 acres, more or less.

Tract 9 (City of Eldridge): Parcel No.932601005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1924 with the following legal description:

Part of the Northwest Quarter of Section 26, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way strip of land 50.00 feet wide described as follows: Commencing at the northwest corner of said Section 26; thence South 01 degree 53 minutes 47 seconds East along the west line of said Northwest Quarter 997.09 feet to the south line of land currently owned by Alfred Arp LLC as described in the Court Officer Deed filed for recorded on March 18, 1997 as document 1997-6145, and being the point of beginning; thence North 87 degrees 50 minutes 07 seconds East along said south line 1213.09 feet to the northwest corner of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge; thence South 02 degrees 18 minutes 17 seconds East along the west line od said Lot 1 50.00 feet; thence South 87 degrees 50 minutes 07 seconds West along a line 50.00 feet southerly of and parallel to the south line of said land owned by Alfred Arp LLC 1213.44 feet to the west line of said Northwest Quarter; thence North 01 degrees 53 minutes 47 seconds West along the west line of said Northwest Quarter 50.00 feet to the point of beginning. Said tract contains 1.39 acres, more or less.

Tract 10 (City of Eldridge): Parcel No.9326031012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34211 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way 50.00 feet wide described as the North 50.00 feet of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge. Said tract contains 1.01 acres, more or less.

Tract 11 (City of Eldridge): Parcel No.932603101-22 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34209 with the following legal description:

Part of the North Half of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 feet wide in part of Lots 1 and 2 of Lancer Industrial Park South to the City of Eldridge, with the centerline being described as follows: Commencing at the northwest corner of said Lot 2; thence South 01 degree 10 minutes 15 seconds West along the west line of said Lot 2 174.82 feet to the point of beginning; thence 284.78 feet along the arc of a 716.78 foot radius curve concave northwesterly, having a chord bearing and distance of North 71 degrees 55 minutes 58 seconds East 282.91 feet with a central angle of 22 degrees 45 minutes 51 seconds; thence North 60 degrees 33 minutes 03 seconds East 40.72 feet; thence 339.72 feet along the arc of a 716.78 foot radius curve concave southeasterly with a chord bearing and distance of North 74 degrees 07 minutes 43 seconds East 336.55 feet with a central angle of 27 degrees 09 minutes 20 seconds; thence North 87 degrees 42 minutes 23 seconds East 52.95 feet to the east line of said Lots 1 and 2 and there terminating. Said tract contains 0.82 acre, more or less.

Tract 12 (City of Eldridge): Parcel No.9326052012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34207 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 25.00 feet wide located in part of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge described as follows: The South 25.00 feet of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge. Said tract contains 0.30 acre, more or less.

Tract 13 (City of Eldridge): Parcel No.9326052012 described in the Quit Claim Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34205 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 12.50 feet wide located in part of Lot 3 of Lancer Industrial Park South to the City of Eldridge described as follows: the North 12.50 feet of Lot 3 of Lancer Industrial Park South to the City of Eldridge. Said tract contains 0.15 acre, more or less.

Tract 14 (City of Eldridge): Parcel No.93260530A2 described in the Corrected Warranty Deed filed for record with the Office of the Recorder of Scott County on June 10, 2013 as Document 2013-18332 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel A in Mueller Lumber 2nd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southwest corner of said Parcel A, thence North 02 degrees 01 minutes 33 seconds West a distance of 125.16 feet on the east line of said Parcel A to a point of curve, concave northwesterly, having a radius of 552.00 feet and the point of beginning; thence southwesterly 148.79 feet along the arc of said curve through a central angle of 16 degrees 19 minutes 53 seconds

with a chord bearing and distance of South 87 degrees 42 minutes 23 seconds West 80.94 feet to the west line of said Parcel A and there terminating. Said tract contains 0.17 acre, more or less.

Tract 15 (City of Eldridge): Parcel No.93260540B2 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34203 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel B in Mueller Lumber 3rd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southeast corner of said Parcel B, thence North 02 degrees 01 minutes 33 seconds West 195.17 feet on the east line of said Parcel B to a point of curve concave northwesterly having a radius 716.78 feet and being the point of beginning; thence southwesterly 261.31 feet along the arc of said curve through a central angle of 20 degrees 53 minutes 17 seconds with a chord bearing and distance of South 72 degrees 08 minutes 00 seconds West 259.87 feet to the west line of said Parcel B and there terminating. Said tract contains 0.30 acres more or less.

Tract 16 (City of Eldridge): Parcel No.93260540C described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 12, 2011 as Document 2011-1467, containing two tracts, a permanent rail easement and a roll & hold easements in the Plat of Rail Easements dated September 30, 2014.

Tract No. 1 PRE Permanent Rail Easement

A parcel of land located in part of Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 1-PRE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows: Commencing in the southeast corner Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 125.57 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of North 84 degrees 09 minutes 52 Seconds West 561.22 feet for a distance of 591.71 feet; thence South 79 degrees 29 minutes 50 seconds West 7.76 feet to the intersection with the wesyt line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west .ine of said Parcel C 42.86 feet; thence northeasterly, easterly and southeasterly along the arc of a curve concave southerly with a radius of 650.81 feet with a chord bearing and distance of North 88 degrees 49 minutes 58 seconds East 566.27 feet for a distance of 585.85 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds West along the east line of said Parcel C 110.04 feet to the point of beginning. Said tract contains 0.99 acre, more or less.

Tract No. 2 PR&HE Permanent Roll and Hold Easement

A parcel of land located in part of Parcel B and Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 2-PR&HE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds East along the east line of said Parcel C 4.81 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a

curve concave southerly with a radius of 529.73 feet with a chord bearing and distance of North 72 degrees 06 minutes 33 seconds West 497.89 feet for a distance of 518.32 feet; thence South 79 degrees 56 minutes 57 seconds West 381.64 feet to the intersection with the southerly right-of-way line of an existing rail easement; thence in a northeasterly direction along the arc of a curve concave northwesterly with a radius of 741.78 feet with a chord bearing and distance of North 72 degrees 24 minutes 01 seconds East 194.65 feet for a distance of 195.21 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C 13.75 feet; thence North 79 degrees 29 minutes 50 seconds East 7.76 feet; thence in a northeasterly, easterly and southeasterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of South 84 degrees 09 minutes 52 seconds 561.22 feet for a distance of 591.71 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 120.76 feet to the point of beginning. Said tract contains 0.92 acre, more or less.

Note the East line of Parcel C of Mueller Lumber 3rd Addition has a platted bearing of N00 degrees 13 minutes 40 seconds East and a surveyed bearing of North 00 degrees 11 minutes 13 seconds East which is used for the purpose of this description.

Tract 17: (City of Eldridge) That part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Avenue; thence along said South line, North 74°38'48" East, a distance of 152.09 feet; thence continuing along said South line, North 87°57'04" East, to the West line of said Quarter Section, a distance of 2,471.67 feet, to the point of beginning; thence continuing along said South line, North 87°50'07" East, to the West line of Lot 1 of Lancer Industrial Park South Behrens Second Addition, a distance of 1,213.44 feet; thence South 80°05'56" West, a distance of 297.15 feet; thence 40.00 feet South of and parallel to said South right of way line, South 87°50'07" West, to said West line of said Quarter Section, a distance of 919.18 feet; thence along said West line, North 01°53'47" West to the point of beginning, a distance of 40.00 feet. For the purposes of this description the East right of way line of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

Tract 18: (City of Eldridge) That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Road; thence along said South line, North 74°38'48" East, a distance of 141.41 feet, to the point of beginning; thence continuing along said South line, North 74°38'48" East, a distance of 10.68 feet; thence continuing along said South line, North 87°57'04" East, to the East line of the West Half of said Quarter Section, a distance of 1,144.52 feet; thence along the said East line, South 01°55'15" East, a distance of 40.00 feet; thence West parallel to the rail South right of way line, South 87°57'04" West, a distance of 860.65 feet; thence North 84°46'34" West, a distance of 296.56 feet to the point of beginning. For the purpose of this description the East right of way of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

TRACT 19: (City of Eldridge) That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document

No. 2011-01923 and the East right of way line of Buttermilk Road; thence along said South line, North 74°38'48" East, a distance of 152.09 feet; thence continuing along said South line, North 87°57'04" East, to the East line of the West Half of said Quarter Section, a distance of 1,144.52 feet to the point of beginning; thence continuing along said South line, North 87°57'04" East to the East line of said Quarter Section, a distance of 1,327.15 feet; thence along said East line, South 01°53'47" East, a distance of 40.00 feet; thence 40.00 feet South of and parallel to said South right of way line, South 87°57'04" West to said East line of the West Half of said Quarter Section, a distance of 1,327.13 feet; thence along said East line North 01°55'15" West to the point of beginning, a distance of 40.00 feet. For the purposes of this description the East right of way line of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

Tract 20: (City of Davenport) The East 40 Feet of Lot 1 of Interstate 80 Airport Industrial Park 2nd Addition, being a replat of Lots 5, 6, and 7 in Interstate 80 Airport Industrial Park Addition to the City of Davenport, Iowa and part of the North Half of the Northeast Quarter of Section 33, Township 79 North Range 3 East of the 5th P. M., Scott County, Iowa; according to the Plat thereof recorded April 18, 2003 as Document No. 2003-19745.

Exhibit 4
Plans and Specifications

See attached

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Exhibit 6.3
License Fee Increment Adjustment Procedure

1. Adjustment Index. During the Term, the License Fee Increments will be adjusted annually, beginning on the first day of the calendar month in which the first anniversary of the date of this Agreement falls, based upon changes in the Consumer Price Index-All Urban Consumers, U.S. city average, All items less food and energy, Not Seasonally Adjusted, (Series ID: CUUR0000SA0L1E), (the “Adjustment Index”), up to a maximum of three percent (3.0%) each year. The immediately preceding August index will be used for each annual adjustment. The base index value will be the August index of the previous year.
2. Method of Calculating Adjustment. The License Fee Increments will be increased or decreased by a “Fee Multiplier” determined by the division of the current Adjustment Index value by the base Adjustment Index value, provided that in no event will the Fee Multiplier exceed three percent (3%) for any given Contract Year. The Fee Multiplier will be rounded to three decimal places (one percentage decimal place). The adjusted License Fees are arrived at by multiplying the then current License Fees by the then current Fee Multiplier. The adjusted License Fees will be rounded to two decimal places. In no event shall the License Fee fall below the amount identified in Section 6.1 of the Agreement.
3. Discontinued or Suspended Index. If the Adjustment Index is discontinued or suspended, the Parties agree to negotiate, in good faith, for a suitable substitute.

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City of Davenport

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

Action / Date
11/6/2019

Subject:
Resolution approving the lease agreement with Davenport Industrial Railroad LLC for the main rail line and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal. [Ward 8]

Recommendation:
Adopt the resolution.

Background:

A lease agreement has been prepared for the lease of the City of Davenport's main track and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal with Davenport Industrial Railroad LLC. Davenport Industrial Railroad LLC is being established by Northern Illinois & Wisconsin Railway Corporation based out of Edinboro, Pennsylvania for the purpose of operating Davenport's short line. The track commences 75 feet from the Canadian Pacific mainline switch located at milepost 191.2 of the Davenport Short Line and continues to the Transload Facility including the southern spur line that connects to Sterilite Corporation.

The City of Davenport's Transload Terminal project consists of two elements, the transload facility itself and the short line rail system that connects the Transload Facility to the Canadian Pacific mainline. The Transload Facility requires approval of a service agreement also on this agenda for Council consideration.

All rail operations including track and crossing maintenance and purchase and operation of the any and all necessary equipment including a locomotive are the responsibility of Davenport Industrial Railroad, LLC under the lease. Davenport Industrial Railroad, LLC agrees to pay the City of Davenport the amount of one dollar (\$1.00) per year for an initial term of five (5) years with an automatic extension of five (5) additional years unless either party chooses to terminate.

There is a subsidy built into the lease if Davenport Industrial Railroad, LLC receives less than \$395 per railcar in revenue division from Canadian Pacific with a maximum annual subsidy of \$60,000. As volume increases on Davenport's short line, the annual subsidy is scheduled to decrease, with a \$50 reduction in the subsidy amount for railcar volumes over 480 cars. If the revenue division with Canadian Pacific remains below \$395, the subsidy would be eliminated when 1,680 railcars are serviced annually.

The City's subsidy will be provided through TIF revenues generated from the Eastern Iowa Industrial Center, specifically the North Davenport Urban Renewal Area.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	RES Rail Lease with DIR
▣ Backup Material	Davenport Industrial Railroad Lease

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:57 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:57 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:35 AM

Resolution No. _____

Resolution offered by Alderman Matson

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the lease agreement with Davenport Industrial Railroad LLC for the main rail line and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal.

WHEREAS, it is necessary for Davenport Industrial Railroad, LLC to have a leasehold interest in the rail track described as:

All of the City of Davenport's main track and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal. Such track commences 75 feet from the Canadian Pacific's mainline switch located at MP 194.2 of the Davenport Shortline and continues to the Transload Facility including the southern spur line that connects to the Sterilite Corporation.

WHEREAS, a required public hearing was held on November 6, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the lease agreement with Davenport Industrial Railroad LLC for the main rail line and all related side tracks and the real property 25 feet on each side thereof at the Transload Terminal is hereby approved.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

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LEASE AGREEMENT

Between

CITY OF DAVENPORT, IOWA

and

DAVENPORT INDUSTRIAL RAILROAD, LLC

Covering Certain Land and Track:

All of the City of Davenport's main track and the real property 25 feet on each side thereof. Such track commences 75 feet from Canadian Pacific' mainline switch located at MP 191.2 of the Davenport Sub and ends at the Davenport Transload Terminal

In Davenport, Iowa

Effective as of January 1, 2020

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EXHIBITS

Exhibit A

Depiction of Leased Premises

Exhibit 1.2

**List of Leases and Licenses on Leased
Premises**

Exhibit 5.1.4

**List of contracts, deeds, agreements relating to
Leased Premises, but not contained in
Exhibit 1.2**

Exhibit 13.2

Memorandum of Lease

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LEASE AGREEMENT
DAVENPORT, IOWA

THIS LEASE AGREEMENT, dated as of this ____ day of_____, 2019, by and between the City of Davenport, a political subdivision of the State of Iowa, ("LESSOR") and Davenport Industrial Railroad, LLC, a Pennsylvania limited liability company ("LESSEE").

RECITALS

A. LESSEE intends to lease from LESSOR, all of LESSOR'S main track and the real property 25 feet on each side thereof. As depicted on the attached Exhibit A, such track commences 75 feet from Canadian Pacific' mainline switch located at MP 191.2 of the Davenport Sub and ends at the Davenport Transload Terminal (the "Leased Premises").

B. The parties desire to enter into this Lease setting forth terms and conditions for the use, management and operation of the Leased Premises described above.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, intending to be legally bound, the parties do hereby agree as follows:

SECTION I. LEASED PREMISES

SECTION 1.1 LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the Leased Premises described in the Recitals above and the property described in Section 1.2.

SECTION 1.2 The Leased Premises shall include, without limitation, the right to use the right of way for railroad operations, tracks, rails, ties, ballast, other track materials, switches, crossings, bridges, culverts, buildings, crossing, warning devices and any and all improvements or fixtures affixed to the right-of-way, but specifically exclude any and all items of personal property not owned by LESSOR or not affixed to the land, including, without limitation, railroad rolling stock, locomotives, equipment, machinery, tools, inventories, materials and supplies.

LESSEE may, at its expense obtain and locate on the Leased Premises, AEI readers at other locations of its choice on the Leased Premise. Any AEI readers obtained and placed at the expense of LESSEE shall remain the property of LESSEE and LESSEE shall have the right to remove such readers from the Leased Premises upon expiration or termination of this Agreement.

SECTION 1.3 Except as otherwise expressly set forth in this Lease, LESSEE shall take the Leased Premises in an "AS IS, WHERE IS" CONDITION AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT

LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE and subject to: (a) reservations or exceptions of record of minerals or mineral rights; (b) all easements, public utility easements and rights-of-way, howsoever created, for crossings, pipelines, wire lines, fiber optic facilities, roads, streets, highways and other legal purposes; (c) all existing ways, alleys, privileges, rights, appurtenances and servitudes, howsoever created; and (d) the LESSOR's exclusive right to grant any and all easements, leases, licenses or rights of occupancy in, on, under, through, above, across or along the Leased Premises, or any portion thereof, for the purpose of construction. PROVIDED, HOWEVER, that none of the foregoing shall materially interfere with LESSEE's railroad operations. Notwithstanding the foregoing, if LESSEE is unable because of snow to properly inspect the Leased Premises pursuant to Section 6.1 below, then LESSEE reserves the right to re-inspect the Leased Premises promptly after the snow has melted. If such inspection reveals any material defect in the Leased Premises exceeding \$5,000.00, then LESSOR (at LESSOR'S cost) shall promptly correct the defect.

SECTION II. **LEASE TERM**

SECTION 2.1 Unless this Agreement is terminated earlier in accordance with Section XIV, LESSEE shall have and hold the Leased Premises unto itself, its successors and assigns, for an Initial Term of five (5) years, beginning no later than January 1, 2020, or at such other date as is mutually agreed to by both parties in writing, and continuing in effect until December 31, 2024. The "Effective Date" shall be the date one (1) day after LESSOR has notified LESSEE in writing that LESSOR has satisfactory evidence of compliance with the conditions precedent provided in Section VI unless such notice period is waived by mutual agreement. Unless either party provides notice to the other party no less than six (6) months prior to the end of the Initial Term of its intent to terminate this Agreement, this Agreement shall be automatically extended for an additional term of five (5) years ("Extension Term").

Promptly following execution of this Agreement, LESSEE, at its sole expense, shall prepare and file such documents as may be required (if any) to secure approval, or exemption from approval of this transaction by the Surface Transportation Board of the United States Department of Transportation ("STB"), if such approval or exemption from approval is necessary or appropriate. LESSEE shall permit LESSOR to review prior to filing all documents proposed by LESSEE to be filed with the STB, or any court, to secure legal approval or exemption of this transaction.

SECTION 2.2 If, subject to the right of LESSOR to evict or remove LESSEE from the Leased Premises by all available legal means, LESSEE holds over and remains in possession of the Leased Premises following expiration of the then current term, original or extended, or following an early termination of this Lease pursuant to Section XIV, such holding over will create a month-to-month tenancy only. During any such hold over period, LESSEE agrees to pay to LESSOR as annual rent, a sum of \$1.00 per year. Such annual payments shall be due each year on the Anniversary Date of this Lease. Any profits or losses from LESSEE's operations during any holdover period shall inure and accrue to the LESSEE.

SECTION III. **RAIL SERVICE**

SECTION 3.1 Beginning on the Effective Date and throughout the term of this Lease, LESSEE shall be entitled to use of the Leased Premises for the operation of common carrier rail service to shippers approved in advance by the LESSEE, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR warrant that: (i) as of the date of this Lease, there is no other rail carrier or other person to which LESSOR has granted rights to use the Leased Premises for rail service; and (ii) during the term of this Lease, LESSOR shall not grant rights to any other rail carrier to use the Leased Premises or to any other person to use the Leased Premises for rail service. During the term of this Lease, LESSEE shall not grant to any third party the right to operate over the Leased Premises, nor shall it enter into any commercial or other agreement to move the traffic of any third party, other than to perform its common carrier obligations under the Interstate Commerce Commission Termination Act. The foregoing sentence shall not be construed to limit LESSEE's right to subcontract the performance of its rights and obligations under the terms of this Agreement to a third party consistent with this Lease, provided LESSEE remains liable to LESSOR under the terms of this Lease.

SECTION 3.2 During the term of this Lease, LESSEE will not suspend or discontinue its operation as a common carrier by rail over all or any part of the Leased Premises without first applying for and obtaining from the Surface Transportation Board ("STB"), and any other regulatory agency with jurisdiction, any necessary certificate of public convenience and necessity or other approvals or exemptions from regulation for such discontinuance of operations over the Leased Premises; provided, however, that LESSEE will not seek such regulatory authority, or if no regulatory authority is needed, take any action to suspend or discontinue its operations on the Leased Premises, without first giving LESSOR six (6) months advance written notice of LESSEE's intent to do so.

SECTION 3.3 Upon suspension or discontinuance of LESSEE's operations as a rail carrier of freight over all or any part of the Leased Premises during the term of this Lease or any extended term hereof, for reasons other than events of force majeure, or a lawful embargo, whether or not pursuant to necessary and proper regulatory authority as required by Section 3.2 of this Section III, LESSEE will promptly relinquish to LESSOR possession of the Leased Premises and this Lease Agreement will terminate as provided by Section XIV of this Lease; PROVIDED, HOWEVER, any discontinuance of service or abandonment of any portion(s) of the Leased Premises which are inconsequential to rail freight service over the Leased Premises will be permitted and will not result in a termination of this Lease or require relinquishment of possession of the Leased Premises by LESSEE.

SECTION IV. **RENT**

SECTION 4.1 LESSEE agrees to pay LESSOR rent for the Leased Premises in the amount of one dollar (\$1.00) per year during the Initial Term and any Extension Term. Such rent shall be paid in a lump sum at the beginning of the Initial Term and the Extension Term.

SECTION 4.2 LESSEE shall pay all due rent payments, and all other

payments required by this Lease, to LESSOR at the City of Davenport, or at such other location or individual as may be designated by LESSOR in writing from time to time.

SECTION 4.3 Acceptance by LESSOR or LESSEE, their successors, assigns or designees of rent, or other payments shall not be deemed to constitute a waiver of any other provision of this Lease.

SECTION 4.4 All undisputed payments due under this Section 4 shall be made within thirty (30) days after receipt of invoices therefor. In the event any amount is disputed, payment for the undisputed portion shall be made within the time limits herein and the parties will confer in good faith to resolve issues relating to disputed charges. In the event of payment after thirty (30) days, the amount owed will be subject to a late payment charge equivalent to 1/12th of the prime lending rate published in The Wall Street Journal on the due date of such payment plus two percent (2%).

SECTION V. SUBSIDY

SECTION 5.1 LESSOR agrees to pay LESSEE a subsidy for LESSEE'S obligations under this Lease as further described in Section 5.2.

SECTION 5.2 LESSEE shall receive no subsidy from LESSOR if LESSEE receives at least \$395 per railcar in revenue division from Canadian Pacific ("CP") associated with the Interchange Agreement outlined in Section 6.1.3. Should the revenue division amount fall below \$395 per the Handling Carrier and Switching Agreement, LESSOR agrees to provide an annual subsidy to LESSEE of no more than \$60,000 ("Annual Subsidy"). The Annual Subsidy shall be decreased by \$50 per railcar for annual railcar volumes over 480 railcars. For example, if the Interchange Agreement revenue division amount is \$300 per railcar, and LESSEE transports 750 railcars in a calendar year, the Annual Subsidy amount would be decreased by \$13,500 (750 actual railcar volume – 480 railcar base = 270 railcars | 270 railcars X \$50 per railcar = \$13,500 decrease). The resulting subsidy amount would be \$32,100 (\$60,00 Annual Subsidy – \$13,500 decrease = \$46,500 subsidy amount due from LESSOR). Such subsidy amount shall be paid in a lump sum in February of each year following a completed calendar year. LESSEE shall invoice LESSOR for LESSOR's obligated annual subsidy amount in January following the completed calendar year, which invoice shall provide a copy of the current Interchange Agreement outlined in Section 6.1.3 and include actual railcar volumes for the 12-month completed calendar year.

SECTION VI. CONDITIONS-PRECEDENT

SECTION 6.1 Prior to the Effective Date and as conditions precedent to either party's obligations hereunder:

6.1.1 LESSEE shall have acquired, at LESSEE's cost, the right to conduct rail freight service over the Leased Premises from the Surface Transportation Board ("STB") through an application or exemption under 49 U.S.C. § 10901 and shall have obtained such judicial, administrative agency or other regulatory approvals, authorizations or exemptions as may be necessary to

enable it to undertake its obligations hereunder.

6.12 LESSOR and LESSEE shall not be prevented from fulfilling their respective obligations under this Lease as a result of legislative, judicial or administrative action.

6.13 LESSEE and CP shall execute an interchange agreement whereby CP and LESSEE will interchange traffic destined to or originating at industries located on or served from the Leased Premises (the "Interchange Agreement").

6.14 Before execution hereof, LESSOR shall make available for LESSEE's inspection and review all contracts, deeds, agreements and documents pertaining to or affecting the Leased Premises. A listing of those contracts, deeds, agreements and documents relating to the Leased Premises, but not listed in Exhibit 1.2 is attached as Exhibit 5.1.4. LESSEE shall also have the right to obtain its own environmental assessments, structural and engineering assessments and other studies of the Leased Premises, at its own expense. LESSEE and its agents shall have the right to enter upon the Lease Premise for such purpose. The environmental assessments obtained by LESSEE shall be indicative but not dispositive of the environmental conditions of the Leased Premises as of the Effective Date.

6.15 Before execution hereof, LESSOR shall deliver to LESSEE all environmental studies and assessments, geotechnical and other studies of the Leased Premises, or any portion thereof, which Seller has in its possession.

6.16 LESSOR hereby grants to LESSEE and its representatives a license to enter and inspect the Leased Premises at reasonable times and in a manner reasonably acceptable to LESSOR. Such inspection shall be conducted in a manner that does not damage the Leased Premises or any improvements or other property thereon. The Leased Premises shall be returned to its original condition upon completion of any investigations and LESSEE agrees to indemnify and hold LESSOR harmless from and against any and all claims, costs, damages, liabilities or losses arising directly as a result of LESSEE'S negligence or intentional misconduct during its inspection of the Leased Premises. A condition precedent to this Lease become effective is that LESSEE, at its sole and absolute discretion, is satisfied with its inspection of the Leased Premises.

6.17 A condition precedent to this Lease become effective is that LESSEE, at its sole and absolute discretion, is satisfied with the state of title to the Leased Premises.

SECTION 6.2 Each party to this Lease shall be responsible for all costs of protection of its respective employees arising out of STB approval or exemption of this transaction under 49 U.S.C. § 10901 and implementation of the transaction, the exercise or performance by LESSOR or LESSEE of any rights or obligations hereunder, the termination of this Lease, or LESSEE's abandonment or discontinuance of operations on the Lease Premises, whether such costs are attributable to protective conditions or benefits imposed by any judicial, regulatory or governmental body or are required to be paid pursuant to collective bargaining or other agreements.

SECTION VII. **MAINTENANCE, MODIFICATIONS AND IMPROVEMENTS**

SECTION 7.1 During the term of this Lease, LESSEE shall:

7.1.1. At LESSEE's cost, maintain the Leased Premises in compliance with all state and federal statutes, rules and regulations and except for track that is classified as excepted track pursuant to 49 C.F.R. § 213.4 ("Excepted Track") on the Effective Date, maintain the track on the Leased Premises to at least Class 1 standards, as defined in Federal Railroad Administration ("FRA") regulations (49 C.F.R. § 213.9(a)), and capable of operating speeds of at least 10 miles an hour.

7.1.2. Maintain Excepted Track on the Leased Premises in a condition that operations can be safely conducted over it.

7.1.3. Protect the Leased Premises against all unauthorized uses.

SECTION 7.2 LESSEE may relocate switches and industrial tracks from one location on the Leased Premises to another location on the Leased Premises upon receiving any necessary and proper regulatory authority and after ten (10) days' written notice to LESSOR.

SECTION 7.3 LESSEE may from time to time establish or relocate sidetracks or industrial spur tracks on the Leased Premises. That portion of any such spur track that is constructed upon the Leased Premises shall become part of the Leased Premises and, upon termination of this Lease, the property of LESSOR. Prior to execution of any industry track agreement by LESSEE, Lessee shall obtain LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. For any industry or customer track built on the Leased Premises after the effective date, LESSEE shall be entitled to any and all track rentals derived therefrom during the term of this Lease.

SECTION 7.4 LESSEE shall not allow any liens to be placed on the Leased Premises or encumbrances against the Leased Premises or any portion thereof arising from acts of LESSEE, and will pay, satisfy, and discharge all claims or liens for material and labor or either of them used, contracted for, or employed by LESSEE during the term of this Lease in any construction, repair, maintenance, or removal on the Leased Premises and any improvements located thereon, whether said improvements are the property of LESSOR or of LESSEE, within thirty (30) days of receiving notice of such lien, provided that LESSEE may contest in appropriate proceedings and withhold payment of such claims or liens so long as such proceedings have not become final. **LESSEE WILL INDEMNIFY AND SAVE HARMLESS LESSOR FROM ALL SUCH CLAIMS, LIENS, OR DEMANDS WHATSOEVER.** In the event the Lease is terminated or expires, LESSEE shall return the Leased Premises to LESSOR free and clear of any such liens claims and demands arising from actions of LESSEE and so long as LESSOR has not otherwise agreed to indemnify LESSEE for such claims or is otherwise responsible under this Lease for the underlying claim that serves as the basis

of such lien, claim or demand.

SECTION 7.5 During the term of this Agreement, LESSEE shall be entitled to take all lawful tax credits on the Leased Premises pursuant to 26 U.S.C. Section 45G et seq.

SECTION VIII. REPRESENTATIONS AND WARRANTIES

SECTION 8.1 LESSOR represents and warrants that:

8.1.1 It has full statutory power and authority to enter into this Lease and to carry out the obligations of LESSOR hereunder.

8.1.2 Its execution of and performance under this Lease do not violate any statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body.

8.1.3 Upon the commencement or expiration of the original or any extended term of this Lease or termination hereof by LESSOR pursuant to Section XIV, LESSOR will bear any and all costs of protection of its current or future employees arising from any labor protective conditions imposed by the STB, any other regulatory agency or statute as a result of LESSEE's Lease or operation of the Leased Premises and any related agreements or arrangements, or arising as a result of the termination of this Lease.

SECTION 8.2 LESSEE represents and warrants that:

8.2.1 It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania and by the Effective Date shall be qualified to do business in the State of Iowa.

8.2.3 It has full power and authority to enter into this Lease, and, subject to necessary judicial and regulatory authority, to carry out its obligations hereunder.

8.2.3 Upon expiration of the original or any extended term of this Lease or upon termination hereof by LESSOR pursuant to Section XIV, LESSEE will bear any and all costs of protection of its current or future employees, including former employees of LESSOR that may be employed by LESSEE, arising from any labor protective conditions imposed by the STB, any other regulatory agency or statute as a result of LESSEE's lease or operation of the Leased Premises and any related agreements or arrangements, or arising as a result of the termination of this Lease. Nothing contained herein is intended to be for the benefit of any such employee nor should any employee be considered a third party beneficiary hereunder. Nothing in this Lease shall be construed as an assumption by LESSEE of any obligations to LESSOR's current or former employees under collective bargaining or other agreements that may exist or have existed between LESSOR and its employees, or any of them.

SECTION IX. OBLIGATIONS OF THE PARTIES

SECTION 9.1 During the term of this Lease, LESSEE will comply with all applicable federal, state and municipal laws, ordinances, and regulations, and LESSEE will not knowingly do, or permit to be done, upon or about the Leased Premises, anything forbidden by law, ordinance or regulation. In the event new regulatory requirements are imposed that require capital investments in the Lease Premises, the cost of such investments shall be borne by LESSOR. LESSEE and LESSOR further agree to use their commercially reasonable efforts to secure all necessary governmental authority for them to commence operations under this Lease and discontinue operation on the Leased Premises at the expiration or termination of this Lease, as applicable.

SECTION 9.2 During the term of this Lease, LESSEE will comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, hazardous waste, solid waste, and other pollution or relating to the storage, transport, release, or disposal of hazardous materials, substances, waste, or other pollutants. LESSEE at LESSEE'S expense will make all modifications, repairs, or additions to the Leased Premises, install and bear the expense of any and all structures, devices, or equipment, and implement and bear the expense of any remedial action which may be required under any such laws, rules, regulations, ordinances, or judgments related to actions occurring during the term of this Lease. During the term of this Lease, LESSEE will not dispose of any wastes of any kind, whether hazardous or not, on the Leased Premises.

SECTION 9.3 EACH PARTY WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES ("RELATED PARTIES") FROM ANY DAMAGE TO PROPERTY, ANY INJURY TO PERSON (INCLUDING DEATH), AND ANY DIRECT DEMANDS, CLAIMS, EXPENSES, FINES AND LOSSES OF ANY TYPE (INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) TO THE EXTENT RESULTING FROM (A) THE INDEMNIFYING PARTY'S OR ITS RELATED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OR FAILING TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (B) THE INDEMNIFYING PARTY'S OR ITS RELATED PARTIES' BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT OR IN ANY OF ITS EXHIBITS, OR (C) THE INDEMNIFYING PARTY'S OR ITS RELATED PARTIES' FAILURE TO COMPLY WITH APPLICABLE LAW. TO THE EXTENT ANY CLAIMS, DAMAGES, ETC. ARE JOINTLY CAUSED BY THE ACTS OR OMISSIONS OF THE PARTIES, SUCH CLAIMS WILL BE APPORTIONED BETWEEN THE PARTIES ON A PURE COMPARATIVE NEGLIGENCE BASIS.

LESSOR REPRESENTS AND WARRANTS THAT TO LESSOR'S KNOWLEDGE THERE HAS BEEN NO RELEASE OF HAZARDOUS MATERIALS (DEFINED BELOW) ON, UNDER OR NEAR THE LEASED PREMISES. LESSOR SHALL INDEMNIFY AND HOLD LESSEE HARMLESS FROM ANY CLAIMS, LIABILITIES, COSTS OR EXPENSES INCURRED OR

SUFFERED BY LESSEE ARISING FROM LESSOR'S BRINGING, ALLOWING, USING, PERMITTING, GENERATING, CREATING, RELEASING OR DISPOSING OF HAZARDOUS MATERIALS ON THE LEASED PREMISES. LESSEE WILL NOT CAUSE OR PERMIT THE STORAGE, USE, GENERATION, OR DISPOSITION OF ANY HAZARDOUS MATERIALS IN, ON, OR ABOUT THE PREMISES OR THE PROJECT, BY LESSEE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN VIOLATION OF ANY HAZARDOUS MATERIALS LAWS (DEFINED BELOW). LESSEE WILL IMMEDIATELY ADVISE THE LESSOR IN WRITING OF (A) ANY AND ALL ENFORCEMENT, CLEANUP, REMEDIAL, REMOVAL, OR OTHER GOVERNMENTAL OR REGULATORY ACTIONS INSTITUTED, COMPLETED, OR THREATENED PURSUANT TO ANY HAZARDOUS MATERIALS LAWS RELATING TO ANY HAZARDOUS MATERIALS AFFECTING THE LEASED PREMISES; AND (B) ALL CLAIMS MADE OR THREATENED BY ANY THIRD PARTY AGAINST LESSEE, LESSOR, OR THE LEASED PREMISES RELATING TO DAMAGE, CONTRIBUTION, COST RECOVERY, COMPENSATION, LOSS, OR INJURY RESULTING FROM ANY HAZARDOUS MATERIALS ON OR ABOUT THE LEASED PREMISES. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT TAKE ANY REMEDIAL ACTION OR ENTER INTO ANY AGREEMENTS OR SETTLEMENTS IN RESPONSE TO THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON OR ABOUT THE LEASED PREMISES. LESSEE SHALL COMPLY, AT ITS SOLE COST, WITH ALL LAWS PERTAINING TO SUCH HAZARDOUS MATERIALS. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS MATERIALS" MEANS ANY EXPLOSIVES, RADIOACTIVE MATERIAL, HAZARDOUS WASTES, OR HAZARDOUS SUBSTANCES, INCLUDING WITHOUT LIMITATION SUBSTANCES DEFINED AS "HAZARDOUS SUBSTANCES" IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED; HAZARDOUS MATERIALS TRANSPORTATION ACT OF 1975, AS AMENDED; THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED; OR ANY OTHER FEDERAL, STATE, OR LOCAL STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER, OR DECREE, RELATING TO, OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING HAZARDOUS MATERIALS, WASTE, OR SUBSTANCES NOW OR AT ANY TIME HEREINAFTER IN EFFECT (COLLECTIVELY, "HAZARDOUS MATERIALS LAWS"). EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, LESSEE WILL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, INDEMNIFY, AND HOLD LESSOR, ITS AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN CONNECTION WITH THE REMOVAL, CLEANUP, AND RESTORATION WORK AND MATERIALS NECESSARY TO REMEDIATE THE LEASED PREMISES IN ACCORDANCE WITH THIS SECTION. THE PARTIES' OBLIGATIONS UNDER THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

SECTION 9.4 During the term of this Lease, LESSOR will have the right, upon five (5) days prior notice, to enter the Leased Premises for the purpose of inspecting the Leased Premises to ensure compliance with the requirements of this Lease. Notwithstanding the foregoing, LESSOR shall not unreasonably interfere with LESSEE'S operations on the Leased Premises. If LESSOR detects any violation, including but not limited to any contamination of the Leased Premises, which is the responsibility of LESSEE under this Agreement, LESSOR will notify LESSEE of the violation. Upon receipt of such notice, LESSEE will take immediate steps to eliminate the violation or remove the contamination to the satisfaction of any governmental agency with jurisdiction over the subject matter of the violation. Should LESSEE inadequately remedy or fail to eliminate the violation, LESSOR or its representative will have the right, but not the obligation, to enter the Leased Premises and to take whatever corrective action LESSOR reasonably deems necessary to eliminate the violation, at the sole expense of LESSEE. The above provision shall in no way limit or restrict LESSEE's right to challenge or otherwise object to the legitimacy of the interpretation or applicability of any governmental requirement.

SECTION X. EMINENT DOMAIN

SECTION 10.1 In the event that at any time during the term of this Lease the whole or any part of the Leased Premises shall be taken by any lawful power by the exercise of the right of eminent domain for any public or quasi-public purpose the following provisions shall be applicable: To the extent any compensation received by LESSOR is for improvements paid for by LESSEE, a percentage of the amount received by LESSOR for such improvements paid for by LESSEE equal to the amount received by LESSOR for such improvement multiplied by percentage which has numerator equal to the number of years remaining in the then current term of the Agreement and a denominator equal to ten (10).

10.1.1 If such proceedings shall result in the taking of the whole or a portion of the Leased Premises that materially interferes with LESSEE's use of the Leased Premises for railroad purposes, LESSEE shall have the right, upon written notice to LESSOR, to terminate this Lease in its entirety. In that event, and subject to any necessary regulatory approvals or exemptions, this Lease shall terminate and expire on the date title to the Leased Premises vests in the condemning authority, and the rent and other sums or charges provided in this Lease shall be adjusted as of the date of such vesting.

10.1.2 If such proceeding shall result in the taking of less than all of the Leased Premises which does not materially interfere with LESSEE's use of the Leased Premises for railroad purposes, then the Lease shall continue for the balance of its term as to the part of the Leased Premises remaining, without any reduction, abatement or effect upon the rent or any other sum or charge to be paid by the LESSEE under the provisions of this Lease.

10.1.3 Except as otherwise expressly provided in this Section, LESSOR shall be entitled to any and all funds payable for the total or partial taking of the Leased Premises without any participation by LESSEE; provided, however, that nothing contained herein shall be construed to preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of its business or for the value of its

leasehold estate.

10.14 Each party shall provide prompt notice to the other party of any eminent domain proceeding involving the Leased Premises. Each party shall be entitled to participate in any such proceeding, at its own expense, and to consult with the other party, its attorneys, and experts. LESSEE and LESSOR shall make all reasonable efforts to cooperate with each other in the defense of such proceedings and to use their best efforts to ensure LESSEE's continued ability to use the Leased Premises for the conduct of freight railroad operations.

SECTION XI. INSURANCE AND INDEMNIFICATION

SECTION 11.1 LESSEE shall, at its own sole cost and expense, procure the following kinds of insurance for the term of this agreement commencing as of the date of the Effective Date and promptly pay when due all premiums for that insurance. The following minimum insurance coverage shall be kept in force during the term of this Lease:

Statutory worker's compensation coverage with waiver of subrogation.

Commercial General Liability insurance or Railroad Liability Insurance, including coverage for railroad operations, providing coverage for bodily injury, including death, personal injury and property damage coverage with a combined single limit of \$5,000,000 per each occurrence or claim and a general aggregate limit of at least \$5,000,000. This insurance shall contain contractual liability coverage and name LESSOR as an additional insured on a primary basis with respect to all liabilities arising out of LESSEE's obligation to LESSOR in the Lease. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Lease be canceled unless replaced with a policy containing the same Retro Anniversary Date as the policy being replaced.

SECTION 11.2 LESSEE shall furnish to LESSOR certificates of insurance, naming LESSOR as an additional insured but only to the extent of the insured liabilities assumed by LESSEE under this Agreement, evidencing the required coverage and endorsements and in the event of a disputed claim or loss, if requested by LESSOR, LESSEE shall allow LESSOR to view a copy of any or all policy sections (including Endorsements) required in this Agreement if pertaining to the disputed claim or loss. LESSEE shall notify LESSOR in writing of any material alteration including any change in the retroactive date in any "claims made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

SECTION 11.3 Insurance coverage provided in the amounts set forth herein shall not be construed to otherwise relieve LESSEE from liability hereunder in excess of such coverage, nor shall it preclude LESSEE from taking such other action as is available to it under any other provision of this Agreement or otherwise in law.

SECTION XII. TAXES

SECTION 12.1 It is understood and agreed that the LESSOR shall pay all taxes and assessments, general and special or otherwise which may be levied, assessed or imposed upon the Leased Premises during the Lease Term. LESSOR shall pay such taxes and assessments directly to the taxing authorities on or before the due date, but reserves the right to contest any tax or assessment, in good faith, by appropriate proceeding, as it may deem necessary or appropriate.

SECTION XIII. EASEMENTS, LEASES AND LICENSES

SECTION 13.1 Except to the extent specifically provided in other sections of this Agreement, LESSEE shall not be entitled to receive any revenue from any Reserved Rights as defined in Section XXI of this Agreement or renewals thereof, or attributable to any agreements entered into by LESSOR for Reserved Rights following the Effective Date. LESSOR reserves the exclusive right to grant easements, licenses, agreements and leases affecting the Leased Premises which do not materially interfere with the LESSEE's use of the Leased Premises. LESSOR shall be responsible for all duties, maintenance, costs, fencing, insurance, taxes (income, ad valorem, or otherwise), special assessments and liabilities owed to, on or for said revenues, easements, lease, licenses, or other agreements.

SECTION 13.2 The parties shall execute and record a memorandum of lease substantially in the form attached hereto as Exhibit 13.2.

SECTION XIV. TERMINATION

SECTION 14.1 This Lease may be terminated: as follows:

14.1.1 By LESSEE or LESSOR on or at any time prior to the Effective Date if any substantive condition unacceptable to LESSEE or to LESSOR is

imposed upon the regulatory approvals or exemptions contemplated by Sections VI and VII of this Lease for LESSEE's lease and operation of the Leased Premises;

14.12. Pursuant to Section XVII upon the occurrence of an Event of Default, unless the arbitrator finds that the breach is fully remedied through payment of damages;

14.13. By LESSOR upon five (5) days' notice to LESSEE, as a consequence of an uninterrupted abandonment or discontinuance of operations, as the case may be, by LESSEE over any line segment of the Leased Premises (other than an inconsequential abandonment or discontinuance not affecting rail service generally over the Line) lasting more than twenty (20) days, other than by reason of an event of force majeure, a lawful embargo, or changes in the demand for service; or

14.14. By LESSEE or LESSOR upon the effective date of regulatory approvals or exemptions to permit LESSEE to abandon or discontinue rail operations, provided LESSEE shall give LESSOR contemporaneous notice of initiation or receipt of documents relating to any such application, exemption or proceeding;

14.1.5 By LESSOR or LESSEE if the Interchange Agreement expires or is terminated and LESSEE is unable to enter into a new Interchange Agreement within ninety (90) days after such termination.

14.1.6 The termination or expiration of this Agreement will not affect or impair the rights or obligations of either party arising under this Agreement prior to such termination or expiration.

14.1.7 By LESSOR or LESSEE upon the expiration or termination of that certain Services Agreement between LESSOR and Davenport Industrial Railroad, LLC dated January 1, 2020.

SECTION 14.2 In the event of termination of this Lease, LESSEE shall vacate the Leased Premises in an orderly manner. Upon any termination resulting from an Event of Default by LESSEE, LESSOR, at any time thereafter and subject to all necessary prior regulatory approvals or exemptions, may re-enter and take possession of the Leased Premises by affording sixty (60) days' written notice to LESSEE specifying such Event or Events of Default and that this Lease has terminated.

SECTION 14.3 At least sixty (60) days prior to the expiration of this Lease, or promptly upon the earlier termination of this Lease, LESSEE shall submit all necessary applications, petitions and/or notices to the STB or any successor agency, and shall make when and where due all related ancillary submissions (including but not limited environmental reports) required to effectuate a termination of this Lease and a discontinuance of LESSEE's operations hereunder. In the event that LESSEE fails to make such filings, LESSOR may make such filings as may be appropriate to effectuate

discontinuance of LESSEE's operations of the Leased Premises, with LESSEE being responsible for all reasonable costs (including but not limited to filing fees and attorney fees) incurred by LESSOR in making such filings. Upon expiration or earlier termination of this Lease, LESSOR shall have the right to enter onto and operate the Leased Premises.

SECTION XV. **FORCE MAJEURE**

SECTION 15.1 The prompt and timely performance of all obligations and covenants under this Lease, including the obligation to make prompt and timely payment of each installment of rent or any other payment of any nature, is and shall be of the essence of this Lease.

SECTION 15.2 Either party shall be excused from its obligations under this Lease, other than payment of rent, to the extent its performance is prevented by an event of Force Majeure. For purposes of this Lease an event of Force Majeure shall include: strikes, lockouts, labor disputes, casualties, acts of God, war, terrorist acts, court orders, work stoppages, nuclear incidents, riots, public disorder, acts of a public enemy, criminal acts or acts or omissions of other parties or entities, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climactic conditions, blockade, insurrection, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, embargoes, Association of American Railroads, STB or FRA orders, other governmental laws, orders or regulations or other such causes beyond the reasonable control of said party (each a "Force Majeure"). In the event either party is prevented from performing its obligations under this Lease by a Force Majeure, the party so prevented shall be excused from its obligations under this Lease, other than payment of rent, to the extent such performance was prevented by such Force Majeure. The party experiencing Force Majeure shall take prompt action to remove such causes of Force Majeure insofar as practicable with all reasonable dispatch, and its obligation to perform the provisions of this Lease shall resume immediately after such causes have been removed.

SECTION XVI. **DEFEASANCE**

SECTION 16.1 LESSEE shall not make any use of the Leased Premises inconsistent with LESSOR's right, title and interest therein and which may cause the right to use and occupy the Leased Premises to revert to any party other than LESSOR.

SECTION 16.2 Irrespective of any other provision of this Lease, and so long as no Event of Default by LESSEE shall have occurred and be continuing, LESSOR, its successor, permitted assigns, and any other entity in privity with LESSOR shall not disturb the quiet use, enjoyment and other exercise of rights of LESSEE under the terms of this Lease and LESSOR agrees that it shall not take any action or fail to take any action which would allow any other entity to disturb or interfere with LESSEE's quiet enjoyment of its rights under this Lease.

SECTION XVII. EVENTS OF DEFAULT AND BREACH

SECTION 17.1 The following shall be Events of Default:

17.1.1 Failure by LESSEE to make payments of rent when due and such failure continues for a period of 15 days after written notice of such failure from LESSOR to LESSEE has been received by LESSEE.

17.1.2 The filing of any involuntary bankruptcy, receivership or arrangement proceeding by LESSOR or LESSEE which filing is not dismissed within sixty (60) days.

17.1.3 Failure by LESSOR to make a required subsidy payment when due according to Section V and such failure continues for a period of 15 days after written notice of failure from LESSEE to LESSOR has been received by LESSOR.

SECTION 17.2 Upon the occurrence of a default included in 17.1; or any material breach of any material term of this Lease not considered a default under Section 17.1 the injured party shall notify the breaching party in writing and specify the breach and what corrective action is desired to cure the breach.

SECTION 17.3 If, upon the expiration of thirty (30) days from the receipt of said notice or time specified in 17.2, the breach has not been cured (or, if such breach cannot be cured within 30 days, steps have not been taken to effect such cure and pursued with all due diligence within said period), the injured party shall have the right, at its sole option, to cure the breach if possible and be reimbursed by the breaching party for the cost thereof, including any and all reasonable attorney's fees.

SECTION 17.4 Nothing herein shall prevent the injured party from resorting to any other remedy permitted under this Lease or at law or equity, including seeking damages and/or specific performance, as shall be necessary or appropriate to make the injured party whole in the premises. Failure of the injured party to demand or enforce a cure for breach in one instance shall not be deemed a waiver of its right to do so for any subsequent breach by the breaching party.

SECTION 17.5 The failure of either party hereto to enforce at any time any of the provisions of this Lease or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provisions as to the future, nor in any way to affect the validity of this Lease or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach.

SECTION 17.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO THE OTHER PARTY (OR ITS OFFICERS, DIRECTORS,

SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF THAT PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT. THE FOREGOING LIMITATION IS NOT TO BE CONSTRUED TO LIMIT RECOVERY OF DAMAGES OR LOSSES SUFFERED BY A THIRD PARTY (I.E., PERSONS WHICH ARE NOT AFFILIATES OF EITHER PARTY) UNDER A TORT CLAIM FOR WHICH EITHER PARTY IS RESPONSIBLE.

SECTION XVIII. ARBITRATION

SECTION 18.1 If at any time a question or controversy shall arise between the parties hereto in connection with the Agreement upon which the parties cannot agree, the parties will follow the dispute resolution procedures set forth in this Section XVIII. No arbitrator shall have authority to change the terms or provisions of this Agreement.

SECTION 18.2 Any dispute arising out of or relating in any way to this Lease shall be subject to arbitration under this Section in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any party may, upon ten (10) days' prior notice to the other party or parties, refer the matter to arbitration hereunder. The arbitrator shall be jointly selected by the parties, but, if they do not agree on an arbitrator within thirty (30) days after demand for arbitration is made by a party, they shall request that the arbitrator be designated by the American Arbitration Association.

SECTION 18.3 Until any award is made upon questions submitted to arbitration, the business, settlements and payments to be transacted and made and other performance under the Agreement shall continue to be transacted and made in the manner and form existing prior to the time such questions arose. Any such damages in such an award shall earn interest from the date the damages were initially incurred until paid at the corporate "prime rate" as reported in The Wall Street Journal on the date of the Award.

SECTION 18.4 The arbitrator shall have the power to require the performance of acts found to be required by this Agreement, to require the cessation or nonperformance of acts found to be prohibited by this Agreement and in appropriate cases to order termination of the Lease. The arbitrator shall not have the power to award consequential or punitive damages. No award under this Section may change the terms of this Agreement.

SECTION 18.5 The arbitrator shall make an award in writing, shall be final, binding and conclusive on all parties to the arbitration when delivered to them.

SECTION 18.6 Any party may, within ten (10) days of delivery of the award, seek clarification or reconsideration of the award from the arbitrator. The other party or parties shall be provided an opportunity for a response thereto within twenty (20) days of receipt thereof. The arbitrator shall make the decision granting or denying such clarification or reconsideration in writing, within sixty (60) days of receipt of a petition for such clarification or reconsideration, which shall then be final, binding and conclusive on all

parties to the arbitration when delivered to them.

SECTION 18.7 Each party to the arbitration shall pay the fees and expenses of its own witnesses, exhibits and counsel. The compensation, costs, and expenses of the arbitrator shall be paid in equal shares by the parties to the arbitration.

SECTION 18.8 The parties may conduct such reasonable discovery as will facilitate a prompt and efficient resolution of the issues in dispute; provided that the arbitrator may provide for and place such limitations on the conduct of such discovery as the arbitrator may deem appropriate. The books and papers of the parties, as far as they relate to the matter submitted for arbitration, shall be open to the examination of the arbitrator.

SECTION 18.9 All proceedings relating to any such arbitration, and all testimony, written submissions and award of the arbitrator therein, shall be private and confidential as among the parties, and shall not be disclosed to any other person, except as required by law and except as reasonably necessary to prosecute or defend any judicial action to enforce, vacate or modify such arbitration award.

SECTION 18.10 The location of any arbitration proceeding held hereunder shall be agreed upon by the parties, or, if they are unable to agree, in Davenport, Iowa.

SECTION XIX. COMPLIANCE WITH AAR

For the term of this Lease, LESSEE agrees to comply with and be legally bound by the terms and provisions of the Association of American Railroads' practices, rules, agreements, and circulars such as OT-5, claim handling, as it applies to lading and equipment damage occurring while in LESSEE's possession, etc.

SECTION XX. SALE OF LEASED PREMISES

LESSOR shall have the right to sell the Leased Premises as part of a transaction that involves all or a substantial portion of the assets of LESSOR. However, in the event of such transaction, the sale shall be made subject to the terms of this Lease. In the event of a sale during the first five (5) years of less than a substantial portion of LESSOR's assets, which nevertheless encompasses the Leased Premises, LESSOR hereby grants to LESSEE the option of either a right of first refusal to acquire the involved assets upon the same terms and conditions as agreed to by LESSOR with a bona fide third party purchaser. LESSEE shall make the election contained in the preceding sentence within ten (10) days of receiving written notice from LESSOR of said sale, and in the event LESSEE elects to exercise the right of first refusal, it shall be able to tender the required consideration for the assets involved within sixty (60) days of its receipt of LESSOR's original notice of the transaction.

SECTION XXI RESERVED RIGHTS

SECTION 21.1 LESSOR reserves unto itself, its affiliates, subsidiaries, parents, successors and/or assigns, the following property rights hereinafter collectively referred to as the “Reserved Rights” the following:

21.1.1 All existing agreements, leases, or licenses with third parties, including any affiliates of LESSOR, whether recorded or not, except those assigned to LESSEE under this Lease if any (provided that LESSOR has provided LESSEE with a copy of all such agreements, leases or licenses prior to the execution of this Lease); and

21.1.2 The right, by any commercially reasonable means, to install, construct, operate, maintain, repair, renew, replace, and remove utility systems and their associated and appurtenant equipment and facilities as well as the right to attach the utility systems and related facilities to existing bridges, and to install them in existing tunnels, and the right of ingress and egress for access purposes; and

21.1.3 The right, by any commercially reasonable means, to install, construct, operate, maintain, repair, renew, replace, and remove commercial poster panels and towers and their associated and appurtenant equipment and facilities as well as the right to attach the commercial poster panels and towers and related facilities to existing bridges and to install them in existing tunnels, and the right of ingress and egress for access purposes; and

21.1.4 All rights to and the right to convey all minerals, mineral rights, and air rights in, on or under the Leased Premises.

SECTION 21.2 LESSOR shall retain any rentals, fees or other payments associated with the Reserved Rights. LESSOR shall be responsible for any duties required to be performed pursuant to the Reserved Rights including but not limited to all maintenance, costs, fencing, insurance, taxes (income, ad valorem, or otherwise), special assessments, and liabilities owed to, on, or for said reserved rights.

SECTION 21.3 LESSOR’s exercise of the Reserved Rights in this Section XXI shall not materially interfere with LESSEE’s present or reasonably contemplated freight operations under this Lease.

SECTION XXII. CONFIDENTIALITY

SECTION 22.1 Each party hereto covenants that all information and documents concerning the disclosing party (“Disclosing Party”) communicated to, or received or reviewed by, the receiving party (“Receiving Party”), its employees, agents or representatives, in connection with this Lease and the transactions contemplated hereby shall be maintained in confidence and not disclosed or utilized (other than in connection with the transactions contemplated hereby) by the Receiving Party, its employees, agents or representatives, without the Disclosing Party’s prior written consent, unless (i) such information and documents were, are now, or become generally available to the public (but not as a result of a breach of any duty of confidentiality by which the Receiving Party, or any of its employees, agents and representatives, is bound), (ii) such information

and documents were known to Receiving Party prior to their disclosure to the Receiving Party by the Disclosing Party in connection with this Lease, as demonstrated by the Receiving Party's written records, (iii) such information and documents are disclosed by a third party, or (iv) such items are required to be disclosed pursuant to a judicial order or applicable law, rule or regulation or to the parties' insurers. Notwithstanding anything herein to the contrary, each party may disclose (without prior notification to, or approval or consent by, the Disclosing Party), to taxing authorities and/or to such party's representatives, outside counsel and advisors, any confidential information that is required to be disclosed in connection with such party's tax filings, reports, claims, audits, and litigation.

SECTION 22.2 In the event that either party hereto, or any of its employees, agents, representatives, becomes legally compelled to disclose any such information or documents, the Receiving Party shall (to the extent permitted by law) provide the Disclosing Party with prompt notice before such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Lease, or both. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Lease, the Receiving Party shall furnish only that portion of the information or documents that it is advised by written opinion of counsel is legally required.

SECTION 22.3 It is agreed that money damages would not be a sufficient remedy or any breach of this Section 22 and that either party hereto shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Section 22 but shall be in addition to all other remedies available at law or in equity. Each party hereto further agrees and covenants that it shall not use any information or document that it obtains or has obtained in connection with this Lease in any judicial or administrative proceeding brought against the other party, except in a proceeding brought hereunder. With respect to any judicial or administrative proceeding brought by a third party challenging any provision of this Lease or relating to any action or inaction required by this Lease, the party against whom such proceeding is brought may use for purposes of defending such proceeding information or documents that it obtains or has obtained in connection with this Lease; provided, however, that the party against whom such proceeding is brought shall consult with the other party prior to such use of information or documents.

SECTION XXIII. MISCELLANEOUS

SECTION 23.1 Entire Agreement. This Lease expresses the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification of this Lease shall be binding upon the party affected unless set forth in writing and duly executed by the affected party.

SECTION 23.2 Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this Lease shall be in writing and shall be deemed to have been properly given or sent:

232.1 If intended for LESSOR, by mailing by registered or certified mail, return receipt requested, with postage prepaid, addressed to LESSOR at:

City of Davenport
Attention: City Administrator
226 West 4th Street
Davenport, IA 52801

With a copy of all notices regarding breach, termination, or similar legal issues to:

Corporation Counsel
City of Davenport
226 West 4th Street
Davenport, IA 52801

232.2 If intended for LESSEE by mailing by registered or certified mail, return receipt requested with postage prepaid, addressed to LESSEE at:

Davenport Industrial Railroad, LLC
Attention: John K. Howell, President
6521 Old State Road
Edinboro, PA 16412

With a copy to:

Davenport Industrial Railroad, LLC
Attention: General Counsel
c/o Fletcher & Sippel LLC
29 North Wacker Drive, Suite 800
Chicago, IL 60606-3208

232.3 Each notice, demand, request or communication which shall be (a) mailed by registered or certified mail, (b) hand delivered, or (c) sent by recognized overnight courier service, to either party at such address shall be deemed sufficiently given, served or sent for all purposes at the time such notice, demand, request or communication shall be either received by the addressee or refused by the addressee upon presentation. Either party may change the name of the recipient of any notice, or his or her address, at any time by complying with the foregoing procedure.

SECTION 23.3 Binding Effect This Lease shall be binding upon and inure to the benefit of LESSOR and LESSEE, and shall be binding upon the successors and assigns of LESSEE, subject to the limitations hereinafter set forth. LESSEE may not assign its rights under this Lease or any interest therein, or attempt to have any other person assume its obligations under this Lease through merger or otherwise, without the prior written consent of LESSOR.

SECTION 23.4 Severability. If fulfillment of any provision hereof or any transaction related hereto shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Lease in whole or in part, then such clause or provision only shall be held ineffective, as though not herein contained, and the remainder of this Lease shall remain operative and in full force and effect.

SECTION 23.5 Headings. Article headings used in this Lease are inserted for convenience of reference only and shall not be deemed to be a part of this Lease for any purpose.

SECTION 23.6 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Iowa.

SECTION 23.7 Amendment. No modification, addition, deletion, change, or amendments to this Lease or any of the Appendices shall be effective unless and until such modification, addition or amendment is in writing and signed by the parties.

SECTION 23.8 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the _____ day of _____, 2019.

LESSOR:

CITY OF DAVENPORT, IOWA

By: _____
Name: _____
Title: _____



LESSEE:

DAVENPORT INDUSTRIAL RAILROAD, LLC

By: _____
Name: _____
Title: _____

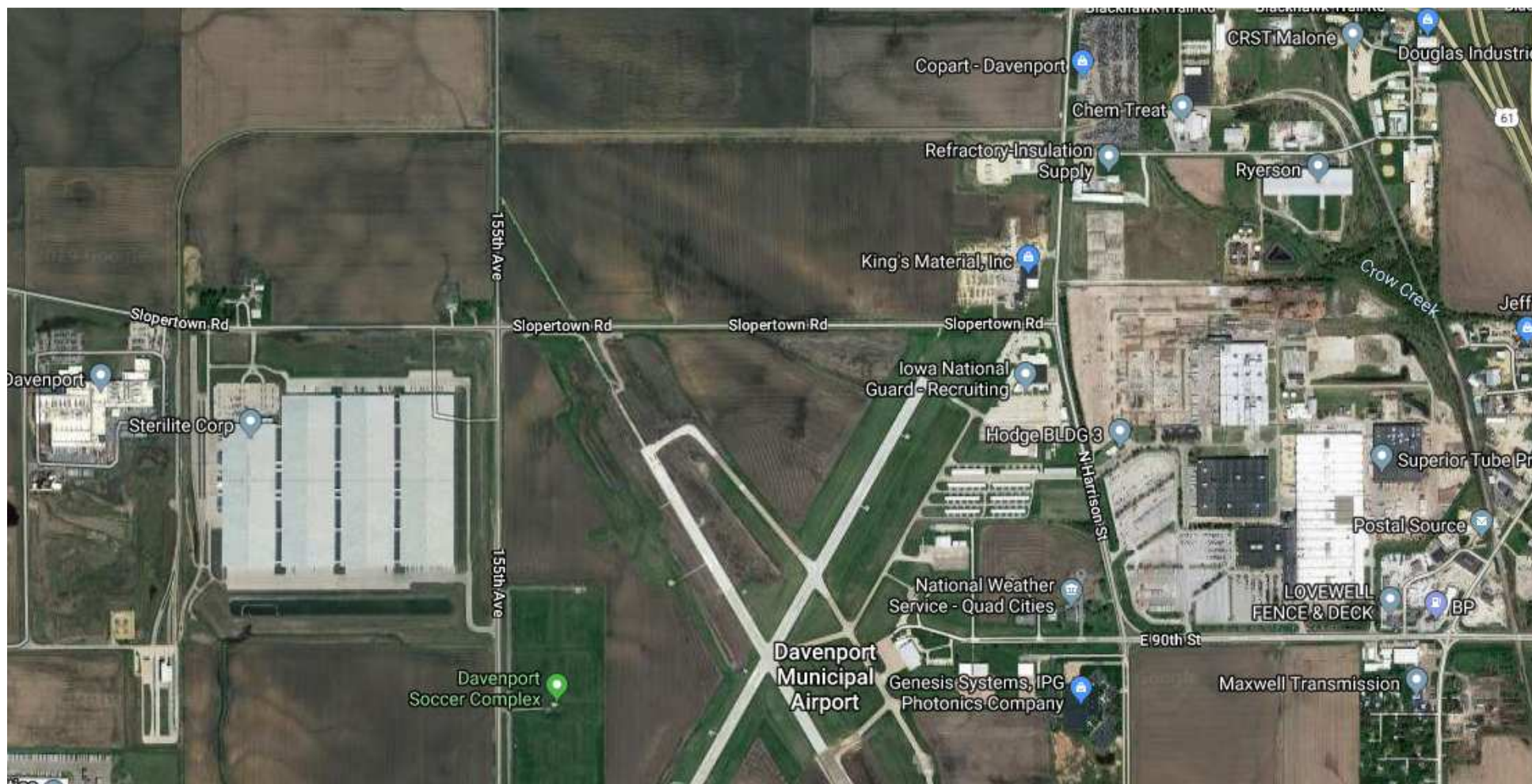


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EXHIBIT A

Depiction of Leased Premises

The Leased Premises consists of all of LESSOR'S main track and the real property 25 feet on each side thereof. As depicted below such track commences 75 feet from Canadian Pacific' mainline switch located at MP 191.2 of the Davenport Sub and continues to the Davenport Transload including the southern spur line that connects to Sterilite Corporation.



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EXHIBIT 1.2

List of Leases and Licenses on Leased Premises

EXHIBIT 5.1.4

**List of contracts, deeds, and agreements relating to Leased Premises
not contained in Exhibit 1.2**

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EXHIBIT 13.2

Memorandum of Lease

MEMORANDUM OF GROUND LEASE

WHEN RECORDED, RETURN TO:

6521 Old State Road
Edinboro, PA 16412
Attn: General Counsel

MEMORANDUM OF LEASE

THIS MEMORANDUM OF GROUND LEASE ("**Memorandum of Ground Lease**") is made as of the _____ day of _____, 2017, by and between _____, a Pennsylvania _____ ("**Lessee**"), and _____, having an address at _____ ("**Lessor**").

WITNESSETH

1. Lessor is the owner of certain real property located in _____, Iowa ("**Leased Premises**"), as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.
2. Pursuant to the terms of that certain Lease, dated _____, 2019, by and between Lessor and Lessee (the "**Lease**"), Lessor leased the Leased Premises to Lessee.
3. The initial term of the Lease is five (5) years, commencing January 1, 2020 and expiring on December 31, 2024. Lessee has the option to extend the Lease for one additional term of five (5) years.
4. The rent and other obligations of Lessor and Lessee are set forth in the Lease, to which reference is made for further information. This Memorandum of Lease describes only selected provisions of this Lease, and reference is made to the full text of the Lease for the full terms and conditions thereof. If a conflict exists between the terms of the Lease and this Memorandum of Lease, those contained in the Lease shall govern and be controlling.
5. The purpose of this Memorandum of Lease is to provide notice of the existence of the Lease, and it is understood that this Memorandum of Lease shall not amend or modify the Lease in any respect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Ground Lease as of the date first set forth above.

LESSEE:



By: _____
Name: _____
Title: _____

LESSOR:

a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a
_____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a
_____.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit
A to
Memorandum of Lease

DRAFT

Legal Description of Leased Premises

Legal Description for Main Rail Line and All Related side Tracks the Real Property 25 Feet on each side thereof at the Transload Facility

Parts of Sections 26, 27, 28 and 33 all in Township 79 North Range 3 East of the 5th P.M. being more particularly described as follows:

Tract 1 (City of Davenport): Parcel No. W3307-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36630 with the following legal description:

Part of the North Half of the Northeast Quarter of Section 33 in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: Lot 1 of Interstate 80 Airport Industrial Park 6th Addition to the City of Davenport Iowa. Said tract contains 13.64 acres, more or less.

Tract 2 (City of Davenport): Parcel No. W2801-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36628 with the following legal description:

Part of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: The Eastern 390.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North Range 3 East, excluding the Rail Road Right-of-Way per document 2011-1922. Said tract contains 10.00 acres, more or less.

Tract 3 (City of Davenport): Parcel No. W2801-02 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

&

Tract 4 (Scott County): Parcel No. 932839005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

Tract 3 and 4 are legally described as follows:

Part of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 27, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A variable width right-of-way, the centerline of which is divided into equal stations of 100.00 feet in length; said centerline is described as follows: Commencing at the West Quarter Corner of said Section 27; thence South 02 degrees 09 minutes 53 seconds East 2.85 feet on the west line of the Southwest Quarter of said Section 27; thence North 87 degrees 50 minutes 11 seconds East 0.60 feet to the east line of described right-of-way line of Slopertown Road; thence on said southerly line and the arc of a 1943.00 foot radius curve, concave northeasterly 25.98 feet, with a chord bearing and distance of North 81 degrees 38 minutes 28 seconds East 25.98 feet to the point of beginning; said point being centerline Station 219+36.05; thence South 02 degrees 09 minutes 49 seconds East on said centerline 2660.95 feet to the intersection with the south line of the Southeast Quarter of said Section 28 and there terminating a centerline Station 245+96.97. The east line of the proposed right-of-way line is 25.00 feet easterly of a parallel with the aforesaid centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet left of Station 219+40.80 and runs southerly to Station 239+99.14; thence said right-of-way widens to 35 feet easterly of

and parallel with said centerline to Station 245+97.37 at the intersection with the south line of the Southwest Quarter of said Section 27; and there terminating. The west line of the proposed right-of-way is 25.00 feet westerly of and parallel with said centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet right of Station 219+31.09 and runs southerly to Station 221+49.11; thence said right-of-way line widens to 45.00 feet westerly of and parallel with said centerline to Station 237+99.52; thence said right-of-way line narrows to 25.00 feet westerly of and parallel with said centerline to Station 239+9.14; thence said right-of-way line widens to 35.00 feet westerly of and parallel with said centerline to Station 245+96.56 at the intersection with the south line of the Southeast Quarter of said Section 28, and there terminating. The above described right-of-way contains 4.10 acres, more or less. Right-of-way plat attached and by this reference made apart hereof.

Tract 5 (City of Eldridge): Parcel No. 932703005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2001-1925 with the following legal description:.

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; thence South 87 degrees 57 minutes 04 second West along the centerline of said strip 1432.24 feet to the point of curvature of a curve, concave southeasterly, having a radius of 716.20 feet with a central angle of 90 degrees 04 minutes 12 seconds and a chord bearing and distance of South 42degrees 55 minutes 11 seconds West 1013.48 feet for a distance of 1125.88 feet along said curve; thence South 02 degrees 06 minutes 55 seconds East 862.30 feet to the northerly right-of-way line of Slopertown Road and there terminating. Said tract contains 3.93 acres, more or less.

Tract 6 (City of Eldridge): Parcel No. 932713002 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on July 29, 1985 as Document 1985-11443 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; North 87 degrees 57 minutes 04 seconds East 545.77 feet to the west line of Buttermilk Road also known as 155th Avenue and there terminating. Said tract contains 0.63 acres, more or less.

Tract 7 (Scott County): Parcel No. 932705006 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1923. With the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of said Section 27, thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Section 27; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the east line of the west half of the Northeast Quarter of said Section 27 and the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1292.58 feet to the east right-of-

way line of Buttermilk Road (155th Avenue) and there terminating. Along with a triangular piece of land lying adjacent to and coincident with the southwest corner of the above described right-of-way said corner being the point of beginning; thence North 87 degrees 57 minutes 04 seconds East 148.00 feet along the south line of the the above described right-of-way; thence southwesterly to a point in the east right-of-way line of Buttermilk Road (155th Avenue) 35 feet southerly of the southwest corner of the above described right-of-way; thence North east right-of-way line of Buttermilk Road (155th Avenue) 35 feet to the point of beginning. Said combined tracts contain 1.54 acres, more or less.

Tract 8 (City of Eldridge): Parcel No.932707003 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1926 with the following legal description:

Part of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Quarter Section to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 27 and there terminating. Said tract contains 1.52 acres, more or less.

Tract 9 (City of Eldridge): Parcel No.932601005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1924 with the following legal description:

Part of the Northwest Quarter of Section 26, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way strip of land 50.00 feet wide described as follows: Commencing at the northwest corner of said Section 26; thence South 01 degree 53 minutes 47 seconds East along the west line of said Northwest Quarter 997.09 feet to the south line of land currently owned by Alfred Arp LLC as described in the Court Officer Deed filed for recorded on March 18, 1997 as document 1997-6145, and being the point of beginning; thence North 87 degrees 50 minutes 07 seconds East along said south line 1213.09 feet to the northwest corner of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge; thence South 02 degrees 18 minutes 17 seconds East along the west line of said Lot 1 50.00 feet; thence South 87 degrees 50 minutes 07 seconds West along a line 50.00 feet southerly of and parallel to the south line of said land owned by Alfred Arp LLC 1213.44 feet to the west line of said Northwest Quarter; thence North 01 degrees 53 minutes 47 seconds West along the west line of said Northwest Quarter 50.00 feet to the point of beginning. Said tract contains 1.39 acres, more or less.

Tract 10 (City of Eldridge): Parcel No.9326031012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34211 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way 50.00 feet wide described as the North 50.00 feet of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge. Said tract contains 1.01 acres, more or less.

Tract 11 (City of Eldridge): Parcel No.932603101-22 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34209 with the following legal description:

Part of the North Half of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 feet wide in part of Lots 1 and 2 of Lancer Industrial Park South to the City of Eldridge, with the centerline being described as follows: Commencing at the northwest corner of said Lot 2; thence South 01 degree 10 minutes 15 seconds West along the west line of said Lot 2 174.82 feet to the point of beginning; thence 284.78 feet along the arc of a 716.78 foot radius curve concave northwesterly, having a chord bearing and distance of North 71 degrees 55 minutes 58 seconds East 282.91 feet with a central angle of 22 degrees 45 minutes 51 seconds; thence North 60 degrees 33 minutes 03 seconds East 40.72 feet; thence 339.72 feet along the arc of a 716.78 foot radius curve concave southeasterly with a chord bearing and distance of North 74 degrees 07 minutes 43 seconds East 336.55 feet with a central angle of 27 degrees 09 minutes 20 seconds; thence North 87 degrees 42 minutes 23 seconds East 52.95 feet to the east line of said Lots 1 and 2 and there terminating. Said tract contains 0.82 acre, more or less.

Tract 12 (City of Eldridge): Parcel No.9326052012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34207 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 25.00 feet wide located in part of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge described as follows: The South 25.00 feet of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge. Said tract contains 0.30 acre, more or less.

Tract 13 (City of Eldridge): Parcel No.9326052012 described in the Quit Claim Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34205 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 12.50 feet wide located in part of Lot 3 of Lancer Industrial Park South to the City of Eldridge described as follows: the North 12.50 feet of Lot 3 of Lancer Industrial Park South to the City of Eldridge. Said tract contains 0.15 acre, more or less.

Tract 14 (City of Eldridge): Parcel No.93260530A2 described in the Corrected Warranty Deed filed for record with the Office of the Recorder of Scott County on June 10, 2013 as Document 2013-18332 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel A in Mueller Lumber 2nd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southwest corner of said Parcel A, thence North 02 degrees 01 minutes 33 seconds West a distance of 125.16 feet on the east line of said Parcel A to a point of curve, concave northwesterly, having a radius of 552.00 feet and the point of beginning; thence southwesterly 148.79 feet along the arc of said curve through a central angle of 16 degrees 19 minutes 53 seconds with a chord bearing and distance of South 87 degrees 42 minutes 23 seconds West 80.94 feet to the west line of said Parcel A and there terminating. Said tract contains 0.17 acre, more or less.

Tract 15 (City of Eldridge): Parcel No.93260540B2 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34203 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being

more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel B in Mueller Lumber 3rd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southeast corner of said Parcel B, thence North 02 degrees 01 minutes 33 seconds West 195.17 feet on the east line of said Parcel B to a point of curve concave northwesterly having a radius 716.78 feet and being the point of beginning; thence southwesterly 261.31 feet along the arc of said curve through a central angle of 20 degrees 53 minutes 17 seconds with a chord bearing and distance of South 72 degrees 08 minutes 00 seconds West 259.87 feet to the west line of said Parcel B and there terminating. Said tract contains 0.30 acres more or less.

Tract 16 (City of Eldridge): Parcel No.93260540C described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 12, 2011 as Document 2011-1467, containing two tracts, a permanent rail easement and a roll & hold easements in the Plat of Rail Easements dated September 30, 2014.

Tract No. 1 PRE Permanent Rail Easement

A parcel of land located in part of Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 1-PRE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows: Commencing in the southeast corner Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 125.57 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of North 84 degrees 09 minutes 52 Seconds West 561.22 feet for a distance of 591.71 feet; thence South 79 degrees 29 minutes 50 seconds West 7.76 feet to the intersection with the wesyt line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west .ine of said Parcel C 42.86 feet; thence northeasterly, easterly and southeasterly along the arc of a curve concave southerly with a radius of 650.81 feet with a chord bearing and distance of North 88 degrees 49 minutes 58 seconds East 566.27 feet for a distance of 585.85 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds West along the east line of said Parcel C 110.04 feet to the point of beginning. Said tract contains 0.99 acre, more or less.

Tract No. 2 PR&HE Permanent Roll and Hold Easement

A parcel of land located in part of Parcel B and Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 2-PR&HE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds East along the east line of said Parcel C 4.81 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 529.73 feet with a chord bearing and distance of North 72 degrees 06 minutes 33 seconds West 497.89 feet for a distance of 518.32 feet; thence South 79 degrees 56 minutes 57 seconds West 381.64 feet to the intersection with the southerly righ-of-way line of an existing rail easement; thence in a northeasterly direction along the arc of a curve concave northwesterly with a radius of 741.78 feet with a chord bearing and distance of North 72 degrees 24 minutes 01 seconds East 194.65 feet for a distance of 195.21 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C13.75 feet; thence North 79 degrees 29 minutes 50 seconds East 7.76 feet; thence in a northeasterly, easterly and southeasterly direction along the arc of a curve concave southerly

with a radius of 645.21 feet with a chord bearing and distance of South 84 degrees 09 minutes 52 seconds 561.22 feet for a distance of 591.71 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 120.76 feet to the point of beginning. Said tract contains 0.92 acre, more or less.

Note the East line of Parcel C of Mueller Lumber 3rd Addition has a platted bearing of N00 degrees 13 minutes 40 seconds East and a surveyed bearing of North 00 degrees 11 minutes 13 seconds East which is used for the purpose of this description.

Tract 17: (City of Eldridge) That part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Avenue; thence along said South line, North 74°38'48" East, a distance of 152.09 feet; thence continuing along said South line, North 87°57'04" East, to the West line of said Quarter Section, a distance of 2,471.67 feet, to the point of beginning; thence continuing along said South line, North 87°50'07" East, to the West line of Lot 1 of Lancer Industrial Park South Behrens Second Addition, a distance of 1,213.44 feet; thence South 80°05'56" West, a distance of 297.15 feet; thence 40.00 feet South of and parallel to said South right of way line, South 87°50'07" West, to said West line of said Quarter Section, a distance of 919.18 feet; thence along said West line, North 01°53'47" West to the point of beginning, a distance of 40.00 feet. For the purposes of this description the East right of way line of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

Tract 18: (City of Eldridge) That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Road; thence along said South line, North 74°38'48" East, a distance of 141.41 feet, to the point of beginning; thence continuing along said South line, North 74°38'48" East, a distance of 10.68 feet; thence continuing along said South line, North 87°57'04" East, to the East line of the West Half of said Quarter Section, a distance of 1,144.52 feet; thence along the said East line, South 01°55'15" East, a distance of 40.00 feet; thence West parallel to the rail South right of way line, South 87°57'04" West, a distance of 860.65 feet; thence North 84°46'34" West, a distance of 296.56 feet to the point of beginning. For the purpose of this description the East right of way of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

TRACT 19: (City of Eldridge) That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 3 East of the 5th P. M., Scott County, Iowa, described as follows: Commencing at the intersection of the South right of way line of the rail per Document No. 2011-01923 and the East right of way line of Buttermilk Road; thence along said South line, North 74°38'48" East, a distance of 152.09 feet; thence continuing along said South line, North 87°57'04" East, to the East line of the West Half of said Quarter Section, a distance of 1,144.52 feet to the point of beginning; thence continuing along said South line, North 87°57'04" East to the East line of said Quarter Section, a distance of 1,327.15 feet; thence along said East line, South 01°53'47" East, a distance of 40.00 feet; thence 40.00 feet South of and parallel to said South right of way line, South 87°57'04" West to said East line of the West Half of said Quarter Section, a distance of 1,327.13 feet; thence along said East line North 01°55'15" West to the point of beginning, a distance of 40.00 feet. For the purposes of this description the East right of way line of Buttermilk Road is assumed to have a bearing of North 02°02'05" West.

Tract 20: (City of Davenport) The East 40 Feet of Lot 1 of Interstate 80 Airport Industrial Park 2nd Addition, being a replat of Lots 5, 6, and 7 in Interstate 80 Airport Industrial Pak Addition to the City of Davenport, Iowa and part of the North Half of the Northeast Quarter of Section 33, Township 79 North Range 3 East of the 5th P. M., Scott County, Iowa; according to the Plat thereof recorded April 18, 2003 as Document No. 2003-19745.

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Ron Perkins 563-888-2002
Wards:

Action / Date
11/6/2019

Subject:
Motion approving the purchase of Aruba wireless hardware from Aercor Wireless, Inc in the amount of \$96,372.30, CIP #69021. [Ward 3]

Recommendation:
Pass the Motion.

Background:
An Invitation to Bid was issued on October 9, 2019 and was sent to 309 vendors. On October 28, 2019, the Purchasing Division received and opened 11 bids.

This hardware purchase is for a portion of the wireless upgrade project at the RiverCenter convention hall. The current wireless setup was only meant for staff use and minimal outside presenters at meetings. The goal of the planned project is to be able to support a large number of wireless clients and users during events.

Funding for this purchase is from CIP #69021, the RiverCenter Wireless Upgrade project.

ATTACHMENTS:

Type	Description
Backup Material	FIN_MOT_Aruba Wireless Hardware Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:50 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:50 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:30 AM

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: ARUBA WIRELESS HARDWARE

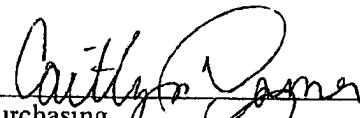
BID NUMBER: 20-53

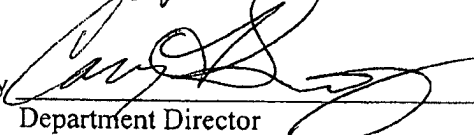
OPENING DATE: OCTOBER 28, 2019

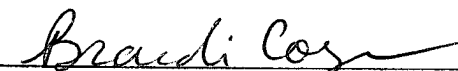
GL ACCOUNT NUMBER: 76037675 530350 69021

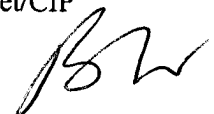
RECOMMENDATION: AWARD THE BID TO AERCOR WIRELESS, INC. OF
EAGAN, MN

<u>VENDOR NAME</u>	<u>PRICE</u>
Aercor Wireless, Inc. of Eagan, MN	\$96,372.30
Managed Solutions Group of Dubuque, IA	\$99,737.10
The Pinnacle Group of Stamford, CT	\$101,660.00
DataField Technology of Katy, TX	\$116,295.00

Approved By  10/28/19
Purchasing Date

Approved By  10/28/19
Department Director Date

Approved By  10-28-19
Budget/CIP Date

Approved By  10-28-2019
Chief Financial Officer Date

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Ron Perkins 563-888-2002
Wards:

Action / Date
11/6/2019

Subject:
Motion approving the purchase of new audio/visual equipment for the Council Chambers at City Hall from ACP Creativl T of Buffalo Grove, IL in the amount of \$81,106.51, CIP #60019. [Ward 3]

Recommendation:
Pass the Motion.

Background:
An Invitation to Bid was issued on October 11, 2019 and was sent to 320 vendors. On October 29, 2019, the Purchasing Division received and opened six bids, only two of which responded to all line items.

This new hardware is to upgrade the audio/visual equipment of the Council Chambers at City Hall.

Funding for this purchase is from CIP #60019, the AV Upgrades for Public Meetings project.

ATTACHMENTS:

Type	Description
Backup Material	FIN_MOT_Council Chamber AV Hardware Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	10/31/2019 - 3:51 PM
Finance Committee	Wright, Brandon	Approved	10/31/2019 - 3:51 PM
City Clerk	Admin, Default	Approved	11/1/2019 - 10:09 AM

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: COUNCIL CHAMBER AV HARDWARE

BID NUMBER: 20-55

OPENING DATE: OCTOBER 29, 2019

GL ACCOUNT NUMBER: 79521675 530350 60019

RECOMMENDATION: AWARD THE BID TO ACP CREATIVIT OF
BUFFALO GROVE, IL

<u>VENDOR NAME</u>	<u>PRICE</u>
ACP CreativIT of Buffalo Grove, IL	\$81,106.51

Communications Engineering Company of Davenport, IA \$114,615.40

Approved By Caitlyn Damer 10/30/19
Purchasing Date

Approved By [Signature] 10/30/19
IT Department Director Date

Approved By Brauli Coz 10-30-19
Budget/CIP Date

Approved By [Signature] 10-30-2019
Chief Financial Officer Date

City of Davenport

Agenda Group:

Department: City Clerk

Contact Info: Brian Krup 563-326-6163

Wards:

Action / Date

11/6/2019

Subject:

Motion for suspension of the rules to vote on the item below:

REVIEWERS:

Department

Reviewer

Action

Date

City Clerk

Admin, Default

Approved

10/31/2019 - 12:44 PM

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
11/6/2019

Subject:
Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the 400 W River project to be located in the 400 block of W River Dr, and approving an Urban Revitalization Tax Exemption (URTE) application for the same (Davenport Development Group, petitioner). [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Recently, to help provide assistance in counties impacted by flooding earlier this year, the State of Iowa allocated \$10 million in tax credit authority for the WHTC Program. The WHTC can assist developers rehabilitating or building new housing units by reducing tax liabilities and/or raising equity to complete the project. The State intends to obligate these credits on a first come, first served basis.

Projects must include a Resolution of Support from the local government and show a local match commitment of at least \$1,000 per housing unit. This proposed project is located within the City's URTE area and has applied for this assistance. The project is eligible and, if approved, the amount of tax exemption over 10 years would meet the State-required match.

Davenport Development Group is represented by local owners/developers with a broad portfolio of experience. The 400 W River project will be a new 4-story building with 55 market rate units at the northwest corner of River Dr and Ripley St. The developer is proposing a river-view roof top patio and dedicated covered parking spaces.

Along with WHTC and URTE assistance, the developer plans to use State Brownfield Redevelopment Tax Credits, lender financing, and Opportunity Zone funds to complete the \$8 million project. Approval of this Resolution will authorize the execution of the Resolution of Support and approve the URTE application.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Resolution of Support
▣ Cover Memo	Renderings

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/31/2019 - 11:40 AM
Community Development Committee	Berger, Bruce	Approved	10/31/2019 - 11:40 AM
City Clerk	Admin, Default	Approved	10/31/2019 - 1:43 PM

Resolution No. _____

Resolution offered by Alderman Rawson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for the 400 W River project located in the 400 block of W. River Drive and approving a URTE application for the same (Davenport Development Group, petitioner).

WHEREAS, the housing developer, Davenport Development Group, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the recent announcement of Disaster Assistance through Workforce Housing Tax Credit (WHTC) Program for a 55-unit new apartment project located in the 400 block of W. River Drive; and

WHEREAS, successful completion of the project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the project is located within the City's Urban Revitalization Tax Exemption (URTE) area, the developer has applied for benefits through this program, and is eligible for the 10 year, 100% exemption; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of \$1,000 per dwelling unit required by the WHTC program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 400 W River project is fully supported in applying for the Iowa Workforce Housing Tax Credit Program and the URTE application for the project is hereby approved.

Approved:

Attest:

Frank Klipsch, Mayor

Brian Krup, Deputy City Clerk

TO: City of Davenport
Bruce Berger, Director, Community Planning & Economic Development
FROM: Davenport Development Group & JPM Development
DATE: October 22, 2019
RE: 400 West River Drive – URTE & WHTCs

Detailed Summary of 400 West River Drive:

400 West River Drive is a proposed 50-unit market rate apartment building situated on a currently vacant lot on River Drive across from LeClaire Park, Modern Woodmen Stadium and with commanding river views for all residents. The 47,000-square foot building will include a river-view roof-top patio and dedicated covered parking spaces. This project is intended to modernize housing in downtown Davenport. It is specifically designed to withstand even the worst flooding that could occur downtown. This modern, new construction multi-family building will serve as a beacon on the western gateway of downtown Davenport and as an important investment into downtown housing that will serve the broader goal of a vibrant downtown.

Work on the \$8,000,000 development is on-going. The project is being financed through a mixture of private investment, state tax incentives, and private lending. The development team is working to also secure Workforce Housing Tax Credits made available through federal disaster funding.

Final development and construction should take no longer than 30 months, with an expected completion date of no later than April 2021.

Site Renderings:





