

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, July 5, 2023; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

REVISED JULY 3, 2023

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 on the proposed conveyance of City-owned property located at 626 Taylor Street to The 180 Zone, Inc (Petitioner). [Ward 3]
2. Public Hearing on the proposed conveyance of City-owned property located in the 300 block of West 16th Street to Davis Priority Properties LLC (Petitioner). [Ward 5]

VII. Proclamations

- A. National Park and Recreation Month & Park and Recreation Professionals Day | July 2023 & July 21, 2023

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Resolution authorizing the conveyance of City-owned property located at 626 Taylor Street to The 180 Zone, Inc (Petitioner). [Ward 3]
2. Resolution authorizing the conveyance of City-owned property located in the 300 block of West 16th Street to Davis Priority Properties, LLC (Petitioner). [Ward 5]
3. Resolution approving Case F23-06 being the request of Birchwood South LLC for a final plat of Birchwood South 3rd Addition, a 2-lot subdivision on 3.34 acres located at 4741 East 53rd Street. [Ward 6]

4. Resolution approving Case F23-07 being the request of Loren and Lisa Rathjen for a final plat of West Wind Hills, a 4-lot subdivision on 15.428 acres located at the southwest corner of 145th Street and 110th Avenue in unincorporated Scott County. [Adjacent to Ward 1]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Maria Dickmann, Vice Chair

III. PUBLIC SAFETY

1. Second Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Utah Avenue at Telegraph Road thereto. [Ward 1]
2. First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding East Lombard Street along the frontages of 2337, 2342, 2343, and 2347 East Lombard Street thereto. [Ward 5]
3. Resolution approving street, lane, or public ground closures on the listed dates and times for outdoor events.

Mac's, Kilkenny's, Carriage Haus, and Daiquiri Factory; Bix Party; 300 block of West 3rd Street; 9:00 a.m. Friday, July 28, 2023 - 6:00 a.m. Sunday, July 30, 2023; **Closure:** West 3rd Street from Ripley Street to Harrison Street. [Ward 3]

Visit Quad Cities; Be Gold, Ride Gold: RAGBRAI L; 10:00 a.m. Friday, July 21, 2023 - 10:00 a.m. Saturday, July 22, 2023 **Closure:** Marquette Street south of River Drive; 5:00 a.m. - 9:00 a.m. Saturday, July 22, 2023 **Closures:** Gaines Street from Locust Street to Lombard Street; Lombard Street between Gaines Street and Harrison Street; 8:00 a.m. - 4:00 p.m. Saturday, July 29, 2023 **Closures:** one eastbound lane on Highway 22/Rockingham Road from west City Limits to West River Drive; one eastbound lane West River Drive from Highway 22/Rockingham Road to Division Street; eastbound West River Drive from Division Street to Marquette Street; Marquette Street south of River Drive. [Wards 1, 3, & 4]

The Office; Bix Party; 116 West 3rd Street; 11:00 a.m. (or immediately following the Bix) Saturday, July 29, 2023 - 12:30 a.m. Sunday, July 30, 2023; **Closure:** northernmost parking lane and two travel lanes on West 3rd Street from Main Street to 116 West 3rd Street. [Ward 3]

Davenport Community School District; Welcome Back Blue Devils; Central High School | 1120 Main Street; 3:00 p.m. - 6:00 p.m. Monday, August 21, 2023; **Closure:** West 12th Street from Harrison Street to Main Street. [Ward 3]

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

Hope at the BRICK House; Block Parties; 1431 Ripley Street; 4:30 p.m. - 8:30 p.m.

every Friday beginning July 14, 2023 and ending August 21, 2023; Outdoor music/performances, over 50 dBA. [Ward 5]

German American Heritage Center; Family Free Day; 712 West 2nd Street; 12:00 p.m. - 4:00 p.m. Sunday, July 23, 2023; Outdoor music/band, over 50 dBA. [Ward 3]

Mac's, Kilkenny's Carriage Haus, and Daiquiri Factory; Bix Party; 300 block of West 3rd Street; 7:30 p.m. - 10:30 p.m. Friday, July 28, 2023 and 11:00 a.m. Saturday, July 29, 2023 - 12:00 a.m. Sunday, July 30, 2023; Outdoor music/bands, over 50 dBA. [Ward 3]

The Office; Bix Party; 116 West 3rd Street; 11:00 a.m. (or immediately following the Bix) Saturday, July 29, 2023 - 12:00 a.m. Sunday, July 29, 2023; Outdoor music/band, over 50 dBA. [Ward 3]

German American Heritage Center; Alternating Currents: A Night of Comedy; 712 West 2nd Street; 5:00 p.m. - 10:00 p.m. Saturday, August 19, 2023; Outdoor performances, over 50 dBA. [Ward 3]

Davenport Community School District; Welcome Back Blue Devils; Central High School | 1120 Main Street; 3:00 p.m. - 5:30 p.m. Monday, August 21, 2023; Outdoor band/music, over 50 dBA. [Ward 3]

5. Motion approving a noise variance request for the listed dates and times.

Wendy's; Exhaust Hood Cleaning; 1545 West Locust Street; 11:00 p.m. Sunday, August 6, 2023 - 7:00 a.m. Monday, August 7, 2023 and 11:00 p.m. Sunday, February 4, 2024 - 7:00 a.m. Monday, February 5, 2024; Commercial exhaust hood cleaning, over 50 dBA. [Ward 4]

6. Motion approving beer and liquor license applications.

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

Ward 3

BixBrai (Mississippi Valley Blues Society, Inc) - 400 Beiderbecke Drive - Temporary Outdoor Event July 29 - License Type: Special Class C Beer/Wine (On-Premises)

Carriage Haus (Smoking Haus Entertainment) - 312 West 3rd Street - Temporary Extended Outdoor Area July 28-30 - License Type: Class C Liquor (On-Premises)

Daiquiri Factory (DaqFaQ, LLC) - 303 West 3rd Street - Temporary Extended Outdoor Area July 29-30 - License Type: Class C Liquor (On-Premises)

Dam View Inn (VanDamQC, LLC) - 410 E 2nd Street - Temporary Extended Outdoor Area July 28-30 - License Type: Class C Liquor (On-Premises)

Hy-Vee Bettendorf Post Race (Hy-Vee, Inc) - 500 East 3rd Street - Temporary License with Outdoor Area July 27-31 - License Type: Special Class C Beer/Wine

(On-Premises)

Mac's Tavern (Failte, Inc) - 316 West 3rd Street - Temporary Extended Outdoor Area
July 29-30 - License Type: Class C Liquor (On-Premises)

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) -
318 East 2nd Street - Temporary Outdoor Area August 18-19 - License Type: Class
C Liquor (On-Premises)

The Office (Local 563 Cocktail Lounge, LLC) - 116 West 3rd Street - Temporary
Extended Outdoor Area July 29-30 - License Type: Class C Liquor (On-Premises)

Visit Quad Cities (Quad Cities Convention and Visitors Bureau) - 315 South
Marquette Street - Temporary License July 25-29 - License Type: Special Class C
Beer/Wine (On-Premises)

Ward 4

Happy Joe's Pizza (Dynamic Restaurant Acquisition, Inc) - 1616 West Locust Street -
Permanent Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

MyButler, LLC (MyButler, LLC) - 2200 East 11th Street - Temporary License with
Outdoor Area July 27-31 - License Type: Special Class C Beer/Wine (On-Premises)

Ward 6

California Burritos Mexican Grill (Burrito Enterprises #2, LLC) - 2960 East 53rd Street
- Permanent Outdoor Area - License Type: Class C Liquor (On-Premises)

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

Ward 2

Hickory Garden Restaurant (Fazliu, Inc) - 3311 Hickory Grove Road - Outdoor Area -
License Type: BW - Special Class C Beer/Wine (On-Premises)

Ward 5

The 11th St Precinct Bar and Grill (Carpe Diem I, LLC) – 2108 East 11th Street –
Outdoor area – License Type: Class C Liquor (On-Premises) **Fire approval of
outdoor area is conditioned by panels not being installed in the outdoor area.*

Rookie's Sports Bar (Rookies, Inc) - 2818 Brady Street - License Type: Class C Liquor
(On-Premise)

Ward 6

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

Jersey Grille (Jersey Grille, Inc) - 5255 Jersey Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

The Filling Station (Bar Management, LLC) - 305 East 35th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

V. PUBLIC WORKS

1. Second Consideration: Ordinance amending Chapter 13.28 entitled "Surface Drains" of the Municipal Code of Davenport, Iowa by amending Subsection 13.28.030 for language clean-up and clarity. [All Wards]
2. Resolution accepting two grant offers of \$600,000 (AIP-026) and \$112,996 (AIP-027) for financial assistance with the South Ramp Reconstruction project at the Davenport Municipal Airport and approving the associated grant agreements between the City of Davenport and the Federal Aviation Administration, CIP #20016. [Ward 8]
3. Resolution accepting work completed under the West 41st Street (Sturdevant Street to Marquette Street) Reconstruction project by N.J. Miller of Bettendorf, Iowa in the amount of \$813,128.19, CIP #35054. [Ward 7]
4. Resolution awarding a contract for the 228 South Hancock Avenue Rehabilitation project to Midwest Complete Construction of Rock Island, Illinois in an amount not-to-exceed \$398,498.45. [Ward 3]
5. Resolution awarding a contract for the purchase of emulsion sludge thickening polymer to Polydyne, Inc of Riceboro, Georgia in an amount not-to-exceed \$437,400. [Ward 1]
6. Resolution approving an engineering services contract with SOCOTEC Engineering, Inc of Chicago, Illinois in an amount not-to-exceed \$150,000. [Ward 3]
7. Resolution approving the payment to the Waste Commission of Scott County of Davenport, Iowa for tipping fees in an amount not-to-exceed \$500,000. [Ward 3]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Derek Cornette, Vice Chair

VII. FINANCE

1. Resolution establishing the date and times for the annual Halloween parade and trick-or-treating as Sunday, October 29, 2023 at 2:00 p.m. and Tuesday, October 31, 2023 5:30 p.m. - 7:30 p.m., respectively. [All Wards]
2. Motion awarding a five-year contract for the Parks and Recreation Management Software to RecDesk, LLC of Middletown, Connecticut in the amount of \$87,500. [All Wards]
3. Motion authorizing payment to Visit Quad Cities for FY 2024 tourism/marketing services in an amount not-to-exceed \$375,000. [All Wards]
4. Motion authorizing payment to the Bi-State Regional Commission for FY 2024 membership dues in the amount of \$57,983. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Walcott Collision Services | bus front end repairs | Amount: \$10,359.75
2. Cellebrite USA Corp | digital forensic software | Amount: \$10,510
3. Snyder & Associates Inc | South Clark Street design services | Amount: \$10,580
4. Second Wind Exercise Equipment | fitness package for new Fire Station 3 | Amount: \$10,716.68
5. Olde Town Roofing | Fejervary Learning Center roof replacement | Amount: \$15,000
6. Donohue & Assoc Inc | West 17th Street & Vine Street storm sewer design services | Amount: \$15,840
7. Blue Oceans Satellite Systems | Skyhawk telematic equipment | Amount: \$17,473.98
8. DP Brown of Pennsylvania Corp | parts to repair bio bin #2 at Water Pollution Control Plant | Amount: \$17,922
9. Evergreen Partners, Inc | consulting services | Amount: \$18,000
10. Hutchison Engineering | Warren Street (9th to 14th) design services | Amount: \$18,232.87
11. Dostals Construction Company Inc | Emeis obstacle course installation | Amount: \$19,500
12. John L Kundel Jr | Duck Creek Sewer Interceptor project land acquisition | Amount: \$19,625
13. C. Wayne Gallops, DO, CPE | consulting services | Amount: \$24,000
14. Tristan Tapscott | emergency business grant | Amount: \$25,000
15. Jennifer Smith | emergency business grant | Amount: \$25,000
16. Darien Collins | emergency business grant | Amount: \$25,000
17. Quad Cities Chamber of Commerce | Red, White & Boom fireworks sponsorship | Amount: \$25,000
18. Stanford Telematics LLC | Geotab software renewal | Amount: \$27,308
19. W.R.S. Construction Inc | labor/materials for temporary wall supports | Amount: \$30,567
20. Joyce A. McDonald | Duck Creek Sewer Interceptor project land acquisition | Amount: \$31,815
21. Medic Striping LLC | street painting | Amount: \$33,406.50
22. Michael L. Finnin | Duck Creek Sewer Interceptor project land acquisition | Amount:

\$34,035

23. David Oberbroeckling | Duck Creek Sewer Interceptor project land acquisition |
Amount: \$34,800

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business not appearing on this agenda. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the City 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 three (3) minute time limit. Please end your comments promptly.

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

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

Action / Date
7/5/2023

Subject:

Public Hearing on the proposed conveyance of City-owned property located at 626 Taylor Street to The 180 Zone, Inc (Petitioner). [Ward 3]

Recommendation:

Hold the Hearing.

Background:

As part of the City of Davenport's ongoing efforts to rehab and revitalize abandoned properties, The 180 Zone, Inc (dba One Eighty) has submitted a purchase offer for \$7,500 to acquire property located at 626 Taylor Street. One Eighty is planning extensive interior and exterior rehabilitation with the intent to create permanent supportive housing for their program participants.

The notice of Public Hearing was published in the Quad City Times as required by State law on June 29, 2023.

ATTACHMENTS:

Type	Description
▣ Backup Material	Public Hearing Notice
▣ Cover Memo	Purchase Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/29/2023 - 8:46 AM

Customer Ad Proof

128-60067429

CITY OF DAVENPORT - LEGALS

Order Nbr 157697

Publication

Quad-City Times

Contact	CITY OF DAVENPORT - LEGALS
Address 1	226 W 4TH ST
Address 2	
City St Zip	DAVENPORT IA 52801
Phone	5638882074
Fax	5633286742
Section	Notices & Legals
SubSection	
Category	2627 Miscellaneous Notices
Ad Key	157697-1
Keywords	Public Hearing Notice - 626 Taylor Street
Notes	

PO Number	Julie Graham
Rate	Legal
Order Price	42.25
Amount Paid	0.00
Amount Due	42.25
Start/End Dates	06/29/2023 - 06/29/2023
Insertions	1
Size	38
Salesperson(s)	Legals 211
Taken By	Shelby Grimsley

Ad Proof

NOTICE OF PUBLIC HEARING ON A RESOLUTION REGARDING THE CONVEYANCE OF PROPERTY OWNED BY THE CITY TO THE FOLLOWING PETITIONER FOR THE FOLLOWING PROPERTY:

The 180 Zone, Inc. dba One Eighty
Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION proposing to convey the above property owned by the City of Davenport to the proposed Petitioner. The property has the following legal description:

Parcel H0056-58, commonly known as 626 Taylor Street, Davenport, IOWA 52802 The south thirty-eight (38) feet of the north eighty (80) feet of Lot Eight (8) in Block Ten (10) of G.C.R. Mitchell's Third Addition to the City of Davenport, Scott County, Iowa

The above described parcel contains 2,432 square feet or 0.06 acres, more or less.

This Resolution will come on for a Public Hearing before the Davenport City Council, City Hall, Davenport Iowa at 5:30 p.m. Local Time, on Wednesday, July 5th, 2023 at the Committee of the Whole meeting. At said hearing, interested parties may appear and be heard for or against said Resolution.

Community & Economic Development
CED.info@davenportiowa.com
563-326-7765

OFFER TO PURCHASE REAL ESTATE
THIS IS A LEGALLY BINDING CONTRACT

Date 5/16/23

To City of Davenport (Seller):

The undersigned, One Eighty, an Non-Profit (Purchaser), subject to the terms and conditions included herein hereby offers to purchase for the total sum of \$7,500.00, or other valuable consideration, the real estate located at 626 Taylor St Davenport, IA 52802 (herein after referred to as the "Property"), more particularly described as:

THE SOUTH THIRTY-EIGHT (38) FEET OF THE NORTH EIGHTY (80) FEET OF LOT EIGHT (8) IN BLOCK TEN (10) OF G.C.R. MITCHELL'S THIRD ADDITION

The offer and the parties' obligations are outlined per the following terms and conditions:

- a) Within three business days of the execution of this Agreement, the Purchaser shall pay \$500.00 to the Seller as a non-refundable earnest money deposit that will be applicable to the Purchase Price at Closing. If the closing does not occur for any reason other than the Seller's default, the earnest money shall be retained by the Seller and not be refunded to the Purchaser.
- b) The remaining purchase price, as adjusted according to the terms here, will be payable in cash, money order, or wire transfer at Closing.
- c) Closing must occur within 45 business days of Council conveyance approval otherwise this Agreement is null and void.
- d) The execution of the Agreement between the parties includes the following terms/conditions:
 - 1) The Purchaser agrees to rehabilitate existing housing by
 - i. remediating all code violations
 - ii. improving all sidewalks and parking areas to meet current code standards as necessary, including providing off-street parking accommodating two vehicles for the property;
 - iii. maintaining property and yard in accordance with city code; and
 - iv. holding property insurance upon closing;
 - 2) Work shall be initiated within 60 days and completed within 305 days (10 months) of approval by the closing. An extension of 90 days (3 months) may be granted if significant progress is made. Failure to meet timeframes will result in reversion of the property to the City;
 - 3) Completion of the Project (i.e., certificate of occupancy issued by City) within 305 days of Closing;

4) If Purchaser fails to begin construction (i.e., excavation/foundation work underway and permits pulled) or complete the project per the timelines above, the Property shall revert to the City for the sale price, minus the non-refundable earnest deposit. At closing, Purchaser shall execute a warranty deed to be held by Seller and recorded by Seller in the event the property reverts.

5) A revision to the above stated timeframes can be adjusted with City of Davenport approval

e) Conditions in Paragraph "c)" above shall survive the Closing.

f) Purchaser and Seller shall arrange for a mutually acceptable date to close and transfer the Property (the "Closing"), but anticipated to occur within 45 days from Seller's approval of the sale.

g) Property will be conveyed to Purchaser via Quit Claim Deed, free and clear of all liens, encumbrances, and conditions, except for required easements and any other matters of record, and subject to a reversion clause.

h) Seller makes no representation/certification regarding condition or quality of Property and property will be sold As Is.

i) All real estate taxes shall be paid or prorated between Purchaser and Seller to the date of Closing in accordance with standards adopted by the Scott County Bar Association.

j) The Purchaser shall be responsible for recording fees for the deed. Each party shall be responsible for its own attorney's fees.

k) Prior to Closing, Purchaser or its authorized agent(s) shall be permitted to make inspection of the Property and perform necessary analysis as part of its due diligence, provided that written/email notice is provided to Seller's project manager and any damage to the Property shall be at the expense of the Purchaser.

l) Purchaser cannot sell, transfer, or assign the property until the final occupancy permit issued or written authorization has been provided by the City of Davenport.

m) Purchaser cannot convert the use of the building for 5 years unless Purchaser has received prior written authorization from the City of Davenport.

n) Approval of this Agreement is contingent upon passage by the City Council and compliance with Federal, State, and Local laws and requirements.

Purchaser: The 180 Zone, Inc

Authorized Representative: Carmen Fish, Dir. of Finance

Printed name: Carmen Fish

Phone number: 563.424.4589, ext. 105

Mailing address: 601 N Marguerite St., Davenport, IA 52802

Email address: Carmen@oneeighty.org

Per Council approval, Agreement is accepted on _____, 202__.

Seller: City of Davenport, Iowa

Authorized Representative: _____

Printed name: Bruce Berger

Phone number: 563-326-7769

Mailing address: 226 W 4th Street Davenport, IA 52801

Email address: bruce.berger@davenportiowa.com

City of Davenport

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

Action / Date
7/5/2023

Subject:

Public Hearing on the proposed conveyance of City-owned property located in the 300 block of West 16th Street to Davis Priority Properties LLC (Petitioner). [Ward 5]

Recommendation:

Hold the Hearing.

Background:

Over 20 years ago, as part of a Hilltop Business initiative, the City acquired this small property in order to open up the access to this alley and to provide additional public parking and lighting using funds from a Federal Special Purpose Grant.

In recent discussion with the Hilltop Business Association and Public Works staff, there is sufficient public parking in the expansive City right-of-way in the adjacent block of West 16th Street. In addition, immediately west of this small parking pad are two residential properties owned by a local rental property owner (petitioner). The proximity is such that the parking lends itself to use by tenants of one of the single-family houses.

Given the actual use over the past twenty years, the consensus is that this small parking pad is better served to be owned and managed privately. As such, the Petitioner has submitted a Purchase Agreement to acquire this property for \$500.

Per Iowa law, a Public Hearing must be held on any proposed conveyance of public property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Purchase Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	6/29/2023 - 8:40 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of City-owned property located in the 300 block of West 16th Street to Davis Priority Properties, LLC, Petitioner.

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

Lot 2 of Clyde Mayfield's Addition to the City of Davenport, Scott County, Iowa (also known as G0011-10B, a small lot with 2-3 parking spaces); and

WHEREAS, the City acquired this property over 20 years ago as part of an initiative to widen the entrance to the alley and to provide more public parking and lighting in the area; and

WHEREAS, in discussion with the Hilltop Business Association and Public Works staff, sufficient public parking is available along the expansive City right-of-way in the adjacent block of West 16th Street; and

WHEREAS, the Petitioner, Davis Priority Properties, LLC, is a Davenport rental property owner who owns and manages two single-family rental properties immediately adjacent to the subject City-owned property; and

WHEREAS, the consensus is that this small parking pad is better suited as privately owned and managed parking; and

WHEREAS, the Petitioner has submitted a Purchase Agreement to acquire said parking pad to serve the adjacent housing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above-described real estate is hereby conveyed to Davis Priority Properties, LLC; and

BE IT FURTHER RESOLVED that the Mayor and staff are hereby authorized to prepare and execute documents as required.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "**Agreement**") is made and entered into on August 1, 2023 (the "**Effective Date**") by and between City Of Davenport (the "**Seller**") and Davis Priority Properties LLC (the "**Buyer**"). Buyer and Seller may be referred to individually as the "**Party**", or collectively, the "**Parties**".

RECITALS

WHEREAS, Seller desires to sell certain property to Buyer in an "as is" condition; and

WHEREAS, Buyer desires to purchase certain property from Seller in an "as is" condition.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. PROPERTY

Seller agrees to sell, convey, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller, the following property (the "**Property**");

This parcel of land (G0011-10B) is a parking slab adjacent to 319 W. 16th St., Davenport, IA 52803.

It is located at 319 W 16th St, Davenport, Iowa 52803. The sale, conveyance, assignment, and transfer of said Property shall become effective as of the Effective Date of this Agreement.

2. "AS IS" CONDITION

Seller agrees to sell, convey, assign, and transfer to Buyer, on an "AS-IS" basis, and makes no warranties, either expressed or implied, unless otherwise stated herein, and Buyer agrees to purchase from Seller, on an "AS-IS" basis the Property described herein. The sale, conveyance, assignment, and transfer of said Property shall become effective as of the date set forth above, and the Seller shall deliver said Property to Buyer in "AS-IS" condition.

3. PURCHASE PRICE

Buyer shall purchase the Property from Seller for the total sum of \$500.00.

4. LIMITATION OF DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER PARTY FOR ANY PUNITIVE, RELIANCE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, LOST PROFITS, OR LOST SAVINGS) HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF IT HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

5. FORCE MAJEURE

Neither Party shall be in default nor liable to the other for any failure to perform directly caused by events beyond that Party's reasonable control, such as acts of nature, labor strikes, war, insurrections, riots, acts of governments, embargoes and unusually severe weather, provided the affected Party notifies the other party within ten (10) days of the occurrence. Such an event is an excusable delay. THE PARTY AFFECTED BY AN EXCUSABLE DELAY SHALL TAKE ALL REASONABLE STEPS TO PERFORM DESPITE THE DELAY.

6. AMENDMENTS

This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party and executed with the same degree of formality as this Agreement.

7. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment or delegation without such an approval shall be deemed null and void.

8. GOVERNING LAW; CHOICE OF FORUM

8.1 To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Iowa, notwithstanding any choice-of-law or conflicts-of-law principles to the contrary.

8.2 The Parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of Iowa.

9. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible.

10. EFFECT OF TITLE AND HEADINGS

The title of the Agreement and the headings of its Sections are included for convenience only and shall not affect the meaning of the Agreement or the Section.

11. WAIVER

Failure of either Party to insist upon strict compliance with any term herein or failure by either Party to act in the event of a breach or default shall not be construed as a consent to or waiver of that breach or default or of any subsequent breach or default of the same or any other term contained herein.

12. ENTIRE AGREEMENT

This Agreement is the complete statement of the Parties' agreement and supersedes all previous and contemporaneous written and oral communication about its subject.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document.

14. AUTHORITY

The Parties represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

15. ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the Party that is entitled to recover its costs in the proceeding under

applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

(Authorized Seller(s) Signature)

(Date Signed)



(Buyer(s) Signature)

06/01/2023

(Date Signed)

City of Davenport

Department: Office of the Mayor

Contact Info: Samantha Torres | 563-327-5128

Action / Date

7/5/2023

Subject:

National Park and Recreation Month & Park and Recreation Professionals Day | July 2023 & July 21, 2023

REVIEWERS:

Department

Reviewer

Action

Date

Office of the Mayor

Admin, Default

Approved

6/29/2023 - 1:13 PM

City of Davenport

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

Action / Date
7/12/2023

Subject:

Resolution authorizing the conveyance of City-owned property located at 626 Taylor Street to The 180 Zone, Inc (Petitioner). [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

As part of the City of Davenport's ongoing efforts to rehab and revitalize abandoned properties, The 180 Zone, Inc (dba One Eighty) has submitted a purchase offer for \$7,500 to acquire property located at 626 Taylor Street. One Eighty is planning for extensive interior and exterior rehabilitation, with the intent to create permanent supportive housing for their program participants.

A Public Hearing on this matter was held at the July 5 Committee of the Whole Meeting in accordance with Iowa law. Adoption of this Resolution will authorize the Mayor and staff to execute closing documents and convey the property to the Petitioner.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Offer to Purchase Real Estate

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/29/2023 - 8:45 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of City-owned property located at 626 Taylor Street to The 180 Zone, Inc (Petitioner).

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

Part of Lot 8 in Block 10 of Mitchell's Third Addition, more particularly described as the South 38 feet of the North 80 feet of said Lot 8, Block 10 of Mitchell's Third Addition to the City of Davenport, Scott County, Iowa (also known as H0056-58, 626 Taylor Street); and

WHEREAS, the Petitioner, The 180 Zone, Inc, dba One Eighty, is a Davenport nonprofit affordable housing agency that provides supportive services for those impacted by incarceration, poverty, and addiction; and

WHEREAS, One Eighty requested the conveyance of the property for use as housing for their supportive service program; and

WHEREAS, the property was formerly rental property that has been abandoned for several years, and transfer of this property will allow the Petitioner to do extensive rehabilitation to provide needed affordable housing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above-described real estate is hereby conveyed to The 180 Zone, Inc; and

BE IT FURTHER RESOLVED that the Mayor and staff are hereby authorized to prepare and execute documents as required.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

OFFER TO PURCHASE REAL ESTATE
THIS IS A LEGALLY BINDING CONTRACT

Date 5/16/23

To City of Davenport (Seller):

The undersigned, One Eighty, an Non-Profit (Purchaser), subject to the terms and conditions included herein hereby offers to purchase for the total sum of \$7,500.00, or other valuable consideration, the real estate located at 626 Taylor St Davenport, IA 52802 (herein after referred to as the "Property"), more particularly described as:

THE SOUTH THIRTY-EIGHT (38) FEET OF THE NORTH EIGHTY (80) FEET OF LOT EIGHT (8) IN BLOCK TEN (10) OF G.C.R. MITCHELL'S THIRD ADDITION

The offer and the parties' obligations are outlined per the following terms and conditions:

- a) Within three business days of the execution of this Agreement, the Purchaser shall pay \$500.00 to the Seller as a non-refundable earnest money deposit that will be applicable to the Purchase Price at Closing. If the closing does not occur for any reason other than the Seller's default, the earnest money shall be retained by the Seller and not be refunded to the Purchaser.
- b) The remaining purchase price, as adjusted according to the terms here, will be payable in cash, money order, or wire transfer at Closing.
- c) Closing must occur within 45 business days of Council conveyance approval otherwise this Agreement is null and void.
- d) The execution of the Agreement between the parties includes the following terms/conditions:
 - 1) The Purchaser agrees to rehabilitate existing housing by
 - i. remediating all code violations
 - ii. improving all sidewalks and parking areas to meet current code standards as necessary, including providing off-street parking accommodating two vehicles for the property;
 - iii. maintaining property and yard in accordance with city code; and
 - iv. holding property insurance upon closing;
 - 2) Work shall be initiated within 60 days and completed within 305 days (10 months) of approval by the closing. An extension of 90 days (3 months) may be granted if significant progress is made. Failure to meet timeframes will result in reversion of the property to the City;
 - 3) Completion of the Project (i.e., certificate of occupancy issued by City) within 305 days of Closing;

4) If Purchaser fails to begin construction (i.e., excavation/foundation work underway and permits pulled) or complete the project per the timelines above, the Property shall revert to the City for the sale price, minus the non-refundable earnest deposit. At closing, Purchaser shall execute a warranty deed to be held by Seller and recorded by Seller in the event the property reverts.

5) A revision to the above stated timeframes can be adjusted with City of Davenport approval

e) Conditions in Paragraph "c)" above shall survive the Closing.

f) Purchaser and Seller shall arrange for a mutually acceptable date to close and transfer the Property (the "Closing"), but anticipated to occur within 45 days from Seller's approval of the sale.

g) Property will be conveyed to Purchaser via Quit Claim Deed, free and clear of all liens, encumbrances, and conditions, except for required easements and any other matters of record, and subject to a reversion clause.

h) Seller makes no representation/certification regarding condition or quality of Property and property will be sold As Is.

i) All real estate taxes shall be paid or prorated between Purchaser and Seller to the date of Closing in accordance with standards adopted by the Scott County Bar Association.

j) The Purchaser shall be responsible for recording fees for the deed. Each party shall be responsible for its own attorney's fees.

k) Prior to Closing, Purchaser or its authorized agent(s) shall be permitted to make inspection of the Property and perform necessary analysis as part of its due diligence, provided that written/email notice is provided to Seller's project manager and any damage to the Property shall be at the expense of the Purchaser.

l) Purchaser cannot sell, transfer, or assign the property until the final occupancy permit issued or written authorization has been provided by the City of Davenport.

m) Purchaser cannot convert the use of the building for 5 years unless Purchaser has received prior written authorization from the City of Davenport.

n) Approval of this Agreement is contingent upon passage by the City Council and compliance with Federal, State, and Local laws and requirements.

Purchaser: The 180 Zone, Inc

Authorized Representative: Carmen Fish, Dir. of Finance

Printed name: Carmen Fish

Phone number: 563.424.4589, ext. 105

Mailing address: 601 N Marguerite St., Davenport, IA 52802

Email address: Carmen@oneeighty.org

Per Council approval, Agreement is accepted on _____, 202__.

Seller: City of Davenport, Iowa

Authorized Representative: _____

Printed name: Bruce Berger

Phone number: 563-326-7769

Mailing address: 226 W 4th Street Davenport, IA 52801

Email address: bruce.berger@davenportiowa.com

City of Davenport

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

Action / Date
7/12/2023

Subject:

Resolution authorizing the conveyance of City-owned property located in the 300 block of West 16th Street to Davis Priority Properties, LLC (Petitioner). [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

Over 20 years ago, as part of a Hilltop Business initiative, the City acquired this small property in order to open up the access to this alley and to provide additional public parking and lighting using funds from a Federal Special Purpose Grant.

In recent discussion with the Hilltop Business Association and Public Works staff, there is sufficient public parking in the expansive City right-of-way in the adjacent block of West 16th Street. In addition, immediately west of this small parking pad are two residential properties owned by a local rental property owner (petitioner). The proximity is such that the parking lends itself to use by tenants of one of the single-family houses.

Given the actual use over the past twenty years, the consensus is that this small parking pad is better served to be owned and managed privately. As such, the Petitioner has submitted a Purchase Agreement to acquire this property for \$500.

Per Iowa law, a Public Hearing was held at the July 5, 2023 Committee of the Whole Meeting. Adoption of this Resolution will authorize the Mayor and staff to execute documents necessary to convey the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Cover Memo	Purchase Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	6/29/2023 - 8:43 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of City-owned property located in the 300 block of West 16th Street to Davis Priority Properties, LLC (Petitioner).

WHEREAS, the City of Davenport is the legal owner of certain property legally described as:

Lot 2 of Clyde Mayfield's Addition to the City of Davenport, Scott County, Iowa (also known as G0011-10B, a small lot with 2-3 parking spaces); and

WHEREAS, the City acquired this property over 20 years ago as part of an initiative to widen the entrance to the alley and to provide more public parking and lighting in the area; and

WHEREAS, in discussion with the Hilltop Business Association and Public Works staff, sufficient public parking is available along the expansive City right-of-way in the adjacent block of West 16th Street; and

WHEREAS, the Petitioner, Davis Priority Properties, LLC, is a Davenport rental property owner who owns and manages two single-family rental properties immediately adjacent to the subject City-owned property; and

WHEREAS, the consensus is that this small parking pad is better suited as privately owned and managed parking; and

WHEREAS, the Petitioner has submitted a Purchase Agreement to acquire said parking pad to serve the adjacent housing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above-described real estate is hereby conveyed to Davis Priority Properties, LLC; and

BE IT FURTHER RESOLVED that the Mayor and staff are hereby authorized to prepare and execute documents as required.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "**Agreement**") is made and entered into on August 1, 2023 (the "**Effective Date**") by and between City Of Davenport (the "**Seller**") and Davis Priority Properties LLC (the "**Buyer**"). Buyer and Seller may be referred to individually as the "**Party**", or collectively, the "**Parties**".

RECITALS

WHEREAS, Seller desires to sell certain property to Buyer in an "as is" condition; and

WHEREAS, Buyer desires to purchase certain property from Seller in an "as is" condition.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. PROPERTY

Seller agrees to sell, convey, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller, the following property (the "**Property**");

This parcel of land (G0011-10B) is a parking slab adjacent to 319 W. 16th St., Davenport, IA 52803.

It is located at 319 W 16th St, Davenport, Iowa 52803. The sale, conveyance, assignment, and transfer of said Property shall become effective as of the Effective Date of this Agreement.

2. "AS IS" CONDITION

Seller agrees to sell, convey, assign, and transfer to Buyer, on an "AS-IS" basis, and makes no warranties, either expressed or implied, unless otherwise stated herein, and Buyer agrees to purchase from Seller, on an "AS-IS" basis the Property described herein. The sale, conveyance, assignment, and transfer of said Property shall become effective as of the date set forth above, and the Seller shall deliver said Property to Buyer in "AS-IS" condition.

3. PURCHASE PRICE

Buyer shall purchase the Property from Seller for the total sum of \$500.00.

4. LIMITATION OF DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER PARTY FOR ANY PUNITIVE, RELIANCE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, LOST PROFITS, OR LOST SAVINGS) HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF IT HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. .

5. FORCE MAJEURE

Neither Party shall be in default nor liable to the other for any failure to perform directly caused by events beyond that Party's reasonable control, such as acts of nature, labor strikes, war, insurrections, riots, acts of governments, embargoes and unusually severe weather, provided the affected Party notifies the other party within ten (10) days of the occurrence. Such an event is an excusable delay. THE PARTY AFFECTED BY AN EXCUSABLE DELAY SHALL TAKE ALL REASONABLE STEPS TO PERFORM DESPITE THE DELAY.

6. AMENDMENTS

This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party and executed with the same degree of formality as this Agreement.

7. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment or delegation without such an approval shall be deemed null and void.

8. GOVERNING LAW; CHOICE OF FORUM

8.1 To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Iowa, notwithstanding any choice-of-law or conflicts-of-law principles to the contrary.

8.2 The Parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of Iowa.

9. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transaction contemplated herein is consummated as originally contemplated to the fullest extent possible.

10. EFFECT OF TITLE AND HEADINGS

The title of the Agreement and the headings of its Sections are included for convenience only and shall not affect the meaning of the Agreement or the Section.

11. WAIVER

Failure of either Party to insist upon strict compliance with any term herein or failure by either Party to act in the event of a breach or default shall not be construed as a consent to or waiver of that breach or default or of any subsequent breach or default of the same or any other term contained herein.

12. ENTIRE AGREEMENT

This Agreement is the complete statement of the Parties' agreement and supersedes all previous and contemporaneous written and oral communication about its subject.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document.

14. AUTHORITY

The Parties represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

15. ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the Party that is entitled to recover its costs in the proceeding under

applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

(Authorized Seller(s) Signature)

(Date Signed)



(Buyer(s) Signature)

06/01/2023

(Date Signed)

City of Davenport

Department: City Clerk
Contact Info: Laura Berkley | 563-888-3553

Action / Date
7/12/2023

Subject:

Resolution approving Case F23-06 being the request of Birchwood South LLC for a final plat of Birchwood South 3rd Addition, a 2-lot subdivision on 3.34 acres located at 4741 East 53rd Street. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The Plan and Zoning Commission reviewed Case F23-06 at its June 6, 2023 meeting have have recommended approval subject to the listed conditions:

Findings:

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

Conditions:

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Relabel the lots as Lot 1 and Lot 2.
4. Include a note stating, "The sidewalk along East 53rd Street shall be constructed as a ten foot wide trail."
5. Add the following note, "Sidewalk and trail will be constructed by the developers of individual lots or when so ordered by the City. Maintenance of sidewalks and trails are the responsibility of the abutting property owners."
6. Add a note stating, "No lot shall have direct access to East 53rd Street."
7. Revise Note 7 to include, "and applicable zoning conditions as outlined in Ordinance 2021-105."
8. Revise Note 10 to state, "Stormwater quality treatment and stormwater detention is required for this subdivision. A provision for stormwater detention for this subdivision has been made in the regional detention facility located immediately to the southeast on Outlot B of Birchwood South 2nd Addition. Water Quality will be required upon development."

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation: Regional Commercial (RC)

Relevant goals to be considered in this case: Strengthen the existing built environment.

The proposed final plat complies with the Davenport +2035 proposed land use section.

Zoning: The City Council adopted Ordinance No. 2021-105 rezoning the northern 17.92 acres abutting 53rd Street to C-2 Corridor Commercial District with conditions.

Technical Review:

1. Streets: No additional right-of-way will be dedicated to the City with this plat. The two lots will share access to Ravenwood Lane via a 30' Access Easement. The northern lot will have no direct vehicular access onto 53rd Street. The right-of-way required to construct a multi-use trail south of 53rd Street has already been dedicated in the Final Plat of Birchwood South Second Addition.
2. Storm Water: Storm water infrastructure associated with this development will connect into the City of Bettendorf storm sewer on the east and drain into Stafford Creek on the west. This subdivision will utilize the detention ponds associated with the Final Plat of Birchwood South Second Addition. Drainage and access easements have been established to enable maintenance.
1. Sanitary Sewer: Sanitary sewer service is located within the existing 30' Utility, Sewer, Drainage & Access Easement that bisects the two lots.
2. Other Utilities: This is an urban area and normal utility services are available.
3. Parks/Open Space: The proposed plat does not impact any existing or planned parks or public open space.

Public Input: No Public Hearing is required for a final plat.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution
▢ Backup Material	Final Plat of Birchwood South 3rd Addition
▢ Backup Material	Application
▢ Backup Material	Maps

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	6/29/2023 - 11:30 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case F23-06 being the request of Birchwood South LLC for a Final Plat of Birchwood 3rd Addition, a 2-lot subdivision on 3.34 acres located at 4741 East 53rd Street. [Ward 6]

WHEREAS, the Plan and Zoning Commission reviewed Case F23-06 at the June 6, 2021 regularly scheduled meeting with a recommendation for approval subject to eight conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Final Plat of Birchwood South Second Addition, an addition to the City of Davenport, Scott County, Iowa as filed with the City Clerk by Birchwood South LLC be the same is hereby approved and accepted; and dedication for public street purposes and the granting of easements as shown on said plat are accepted and confirmed by the Mayor and Deputy City Clerk of said City be and;

and the Mayor and Deputy City Clerk are hereby authorized and directed to certify to the adoption of this resolution on said plat as required by law.

Passed and approved this 12th day of July, 2023.

Approved:

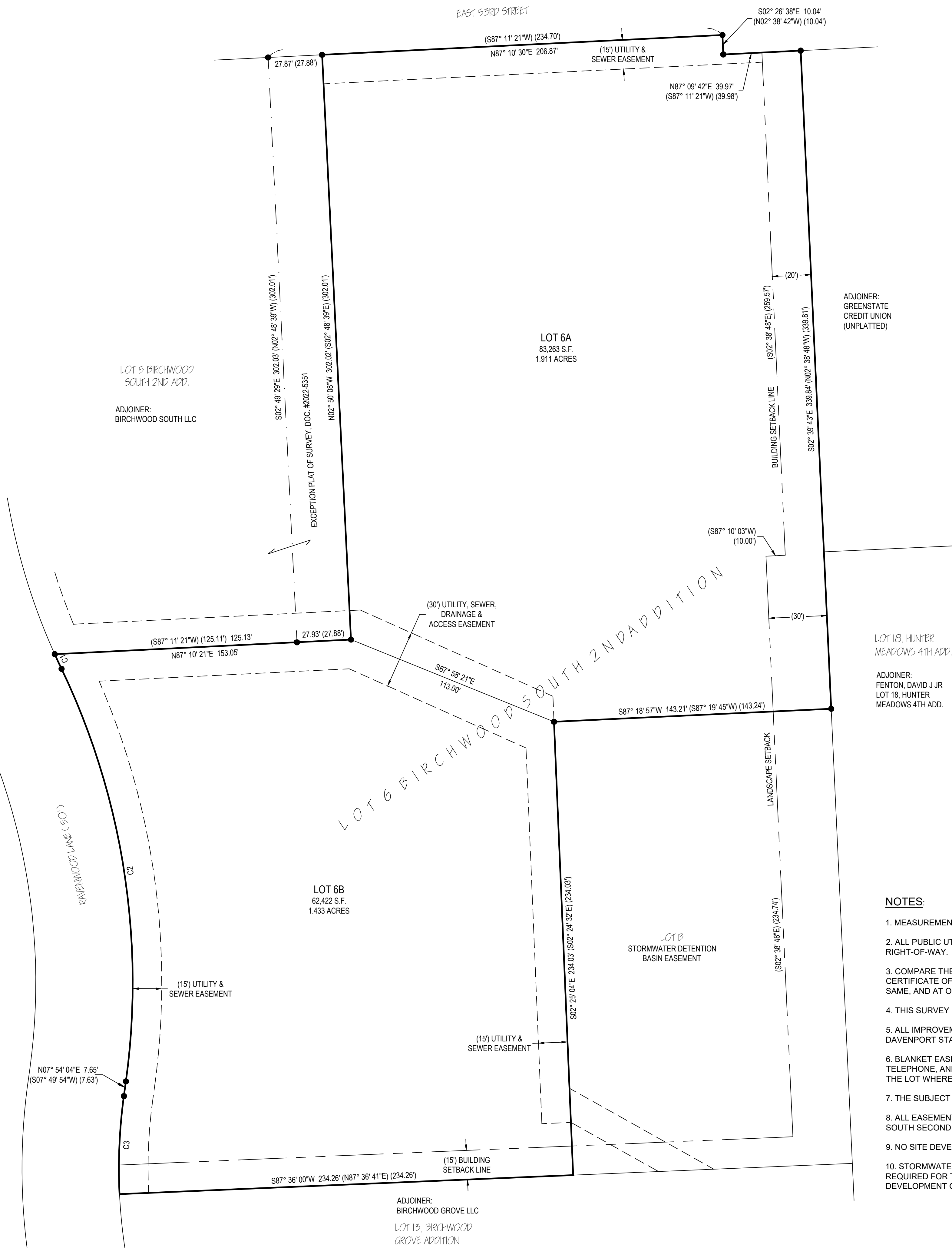
Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

FINAL PLAT
BIRCHWOOD SOUTH 3RD ADDITION

TO THE CITY OF DAVENPORT, IOWA
BEING A REPLAT OF LOT 6 IN BIRCHWOOD SOUTH SECOND
ADDITION, LOCATED IN THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH,
RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA



NOTES

1. MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.
3. COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.
4. THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.
5. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DAVENPORT STANDARD SPECIFICATIONS.
6. BLANKET EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.
7. THE SUBJECT PROPERTY IS ZONED C-2, CORRIDOR COMMERCIAL DISTRICT.
8. ALL EASEMENTS, COVENANTS AND REQUIREMENTS AFFECTING BIRCHWOOD SOUTH SECOND ADDITION SHALL AFFECT THE PROPERTY SUBDIVIDED HEREON.
9. NO SITE DEVELOPMENT IS PROPOSED WITH THIS SUBDIVISION.
10. STORMWATER DETENTION AND WATER QUALITY TREATMENT WILL NOT BE REQUIRED FOR THIS SUBDIVISION BUT WILL BE REQUIRED UPON FURTHER DEVELOPMENT OF THE PROPERTY.

Curve Table					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Length (ft)	Chord Direction
C1	8.32 (8.33)	325.00' (325.00')	01°28'01" (01°28'08")	8.32 (8.33)	N25° 02' 59" W (S24° 48' 26" E)
C2	218.42 (218.43)	375.00' (375.00')	33°22'22" (33°22'24")	215.35' (215.35)	N08° 52' 07" W (S08° 51' 18" E)
C3	50.70' (50.69)	275.00' (275.00')	10°33'45" (10°33'42")	50.62' (50.62)	S02° 32' 01" E (S02° 33' 23" W)

APPROVAL SIGNATURES

MAYOR _____ DATE: _____

CITY CLERK DATE:

CHAIRMAN PLAN & ZONE DATE:

CENTURY LINK DATE:

IOWA - AMERICAN WATER COMPANY DATE:

MEDIACOM DATE:

MIDAMERICAN ENERGY DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

METRONET DATE:

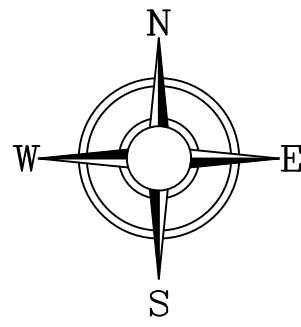
1. Owner:
Birchwood South LLC
4700 E. 53rd Street
Davenport, Iowa 52807

3. Surveyor:
Jerry D. Rogers
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

2. Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

4. Attorney:
Ralph W. Heninger
Heninger and Heninger P.C.
101 W 2nd/ ST. Ste 501
Davenport, IA 52801-1815

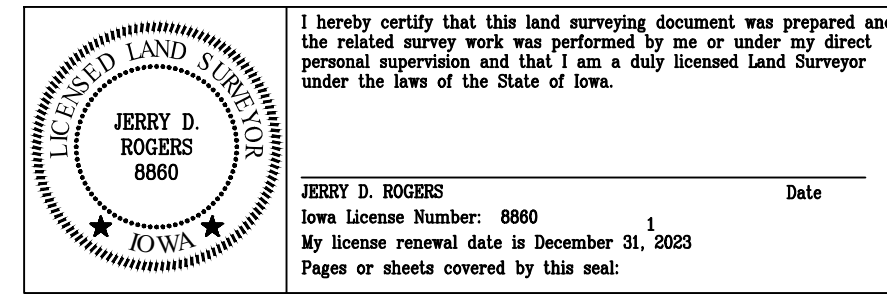
THE MEASURED BEARINGS SHOWN
HEREON ARE BASED ON THE US STATE
PLANE COORDINATE SYSTEM, IOWA
SOUTH ZONE (1402) GEOID 12A, NAD 83
(2011) EPOCH 2010.00.



GRAPHIC SCALE

(IN FEET)
1" = 30' (24x36)

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND #5 REBAR W/
YELLOW CAP #27071
AS NOTED =
MONUMENTS SET:
#5 REBAR W/ PINK CAP #8860 =
BOUNDARY LINE = _____
FENCE LINE = _____
EASEMENT LINE = _____
SETBACK LINE = _____
SECTION LINE = _____



DATE:
5/3/2023

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY:

CHECKED BY:
JDR

LOCATION:
S: \RUSSELL\BIRCHWOOD LOT 6

REVISIONS

DESCRIPTION

PROJECT

FINAL PLAT
BIRCHWOOD SOUTH 3RD ADDITIO
DAVENPORT, IOWA

DEVELOPER

S.J. RUSSELL LLC
4700 E. 53RD STREET
DAVENPORT, IOWA

SHEET NO

1 OF 1



Complete application can be emailed to planning@davenportiowa.com

Property Address*

*If no property address, please submit a legal description of the property.

Applicant (Primary Contact)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

Plan and Zoning Commission

Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation
Voluntary Annexation

Owner (if different from Applicant)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Zoning Board of Adjustment

Zoning Appeal
Special Use
Hardship Variance

Engineer (if applicable)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Design Review Board

Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of
East Davenport

Architect (if applicable)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Historic Preservation Commission

Certificate of Appropriateness
Landmark Nomination
Demolition Request

Administrative

Administrative Exception
Health Services and Congregate
Living Permit

Attorney (if applicable)

Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Preliminary Plat – Required for subdivisions of four lots or more.

Property Location:

Total Land Area:

Total Number of Lots:

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Required fee:
Ten or fewer lots - \$400 plus \$25 per lot.
Eleven to twenty-five lots - \$700 plus \$25 per lot.
More than twenty-five lots - \$1,000 plus \$25 per lot.
- A PDF of the proposed plat at a scale of not less than one inch per one hundred feet, which depicts the following:
 - The location of existing 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 the land.
 - The proposed location and width of streets, alleys, lots, building setback lines and easements.
 - Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract and immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet shall be indicated in a general way upon the plat.
 - Proposed name of the subdivision (which shall not duplicate any previously filed plat), the name of the land owner, land developer, and land surveyor.
 - The names and adjoining boundaries of all adjacent subdivisions and the names of record owners of adjoining parcels of unsubdivided land.
 - Existing contours with intervals of five feet or less.
 - North point, scale and date.
 - A vicinity sketch showing the proposed subdivision in relationship to surrounding development and street systems.

Final Plat – Required for subdivisions of two lots or more.

Property Location:

Total Land Area:

Total Number of Lots:

Linear Feet of Streets Added:

Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: Yes No

Submittal Requirements:

- The completed application form.
- Required fee:
 - Ten or fewer lots - \$400 plus \$25 per lot.
 - Eleven to twenty-five lots - \$700 plus \$25 per lot.
 - More than twenty-five lots - \$1,000 plus \$25 per lot.
- A PDF of the proposed final plat at a scale of not less than one inch per one fifty feet, which depicts the following:
 - The boundary lines of the area being subdivided with accurate distances and bearings.
 - The lines of all proposed streets and alleys with their width and names.
 - The accurate outline of any property which is offered for dedication for public use.
 - The lines of all adjoining lands and the lines of adjacent streets and alleys with their width and names.
 - All lot lines and an identification system for lots and blocks.
 - Building lines and easements for any right-of-way provided for public use, services or utilities, or excess storm water passageways with figures showing their dimensions.
 - 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 foot.
 - Radii, arcs and chords, points of tangency, central angles for all curvilinear streets, and radii and tangents for all rounded corners.
 - All survey monuments and bench marks together with their descriptions.
 - Name of subdivision and description of property subdivided showing its location by distance and bearing to the nearest quarter section monument; 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;
- Prior to forwarding the proposed final plat to City Council:
 - One full size copy of corrected final plat with the original mylar/sepia and one reduced copy signed/stamped by the utility companies.
 - Executed platting certificates acceptable to the City of Davenport:
 - Acceptance by the City of Davenport.
 - Hold Harmless Agreement.
 - Assessment waiver (sidewalks and subdivision improvements).
 - Dedication of Owner.
 - Consent to platting where applicable.
 - Certificate of Attorney.
 - Surveyor's Certificate.
 - Certificate of County Treasurer.
 - Certificate of Subdivision Name by Scott County Auditor.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Preliminary Plat:

- (1) Application:
 - The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.
- (2) Plan and Zoning Commission's consideration of the proposed preliminary plat:
 - Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
 - The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.
- (3) City Council's consideration of the proposed preliminary plat:
 - The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.

The petitioner hereby acknowledges and agrees to the following procedure and requirements for submission and approval of a Final Plat:

- (1) Application:
 - The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.
- (2) Plan and Zoning Commission's consideration of the proposed final plat:
 - Planning staff will perform a technical review of the petition and present its findings and recommendation to the Plan and Zoning Commission.
 - The Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.
- (3) City Council's consideration of the final plat:
 - Prior to forwarding the petition to the City Council, the following must be provided to the Community Planning and Economic Development Department:
 - One full size copy of the corrected final plat and one reduced copy of the corrected final plat signed/stamped by the utility companies.
 - Executed platting certificate.
 - The Committee of the Whole (COW) will consider the petition. Subsequently, the City Council will vote on the petition.
- (4) Recordation:
 - After the Mayor signs the approved final plats and Acceptance by the City of Davenport, the final will be released to the Surveyor to obtain and return 21 full size copies to the Community Planning and Economic Development Department.
 - After the 21 copies are returned, two copies of the final plat and platting certificates will be released to the petitioner.
 - It is the petitioner's responsibility to record the final plat with the Scott County Recorder's Office.

Petitioner: *Damen Trebilcock*

Date:

By typing your name, you acknowledge and agree to the aforementioned procedure and requirements.

Received by:

Date:

Planning staff

Date of Plan and Zoning Commission Public Hearing:

Plan and Zoning Commission meetings are held the Tuesday prior to City Council Committee of the Whole meetings at 5:00 p.m. in City Hall Council Chambers, 226 West 4th Street, Davenport, Iowa.

Authorization to Act as Applicant

I, _____ authorize
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council for
the property located at _____

Signature(s)

State of _____ ,
County of _____ .
Sworn and subscribed to before me

This _____ day of _____ 20_____

Form of Identification

Notary Public

My Commission Expires:

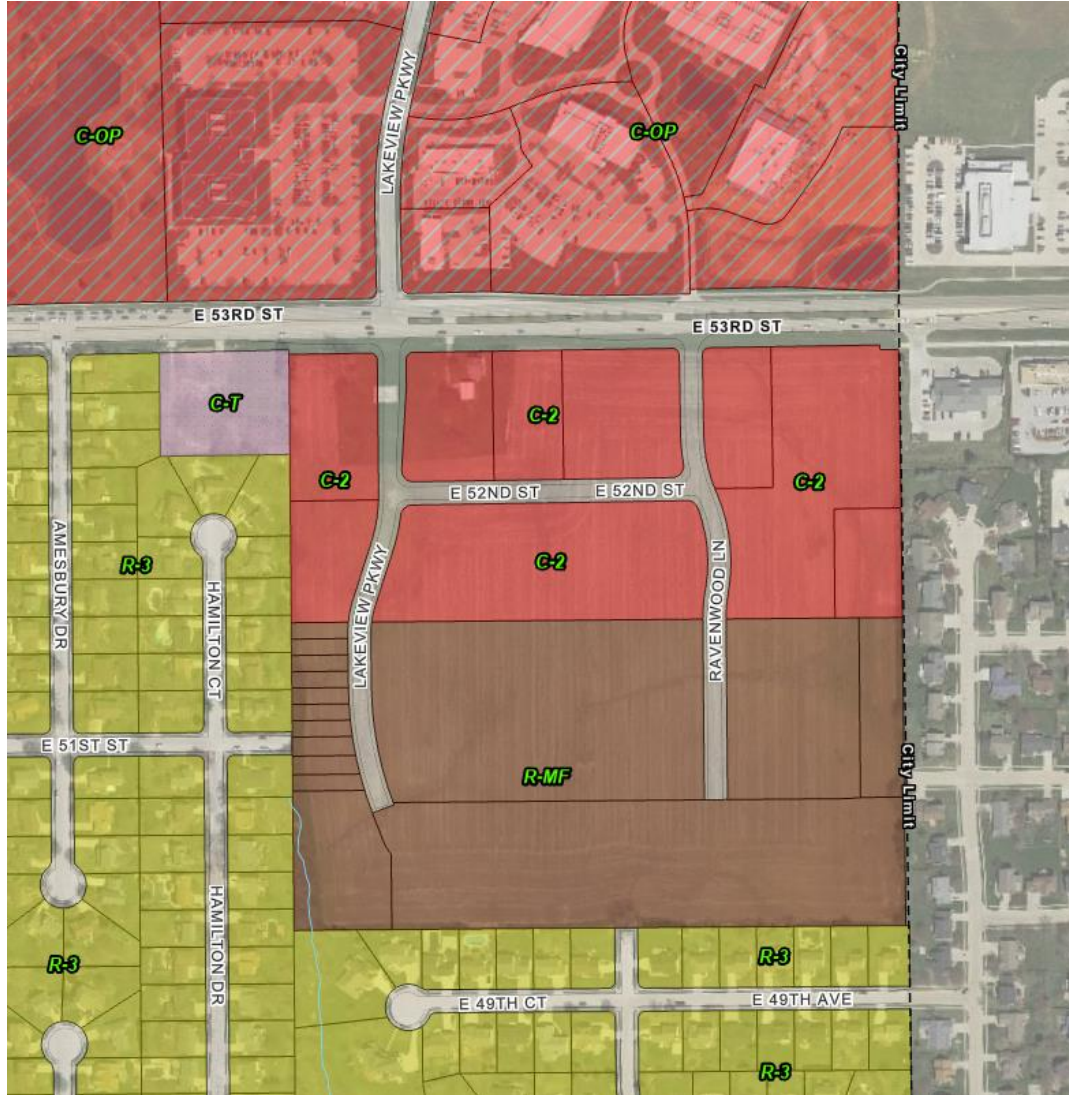
Vicinity Map



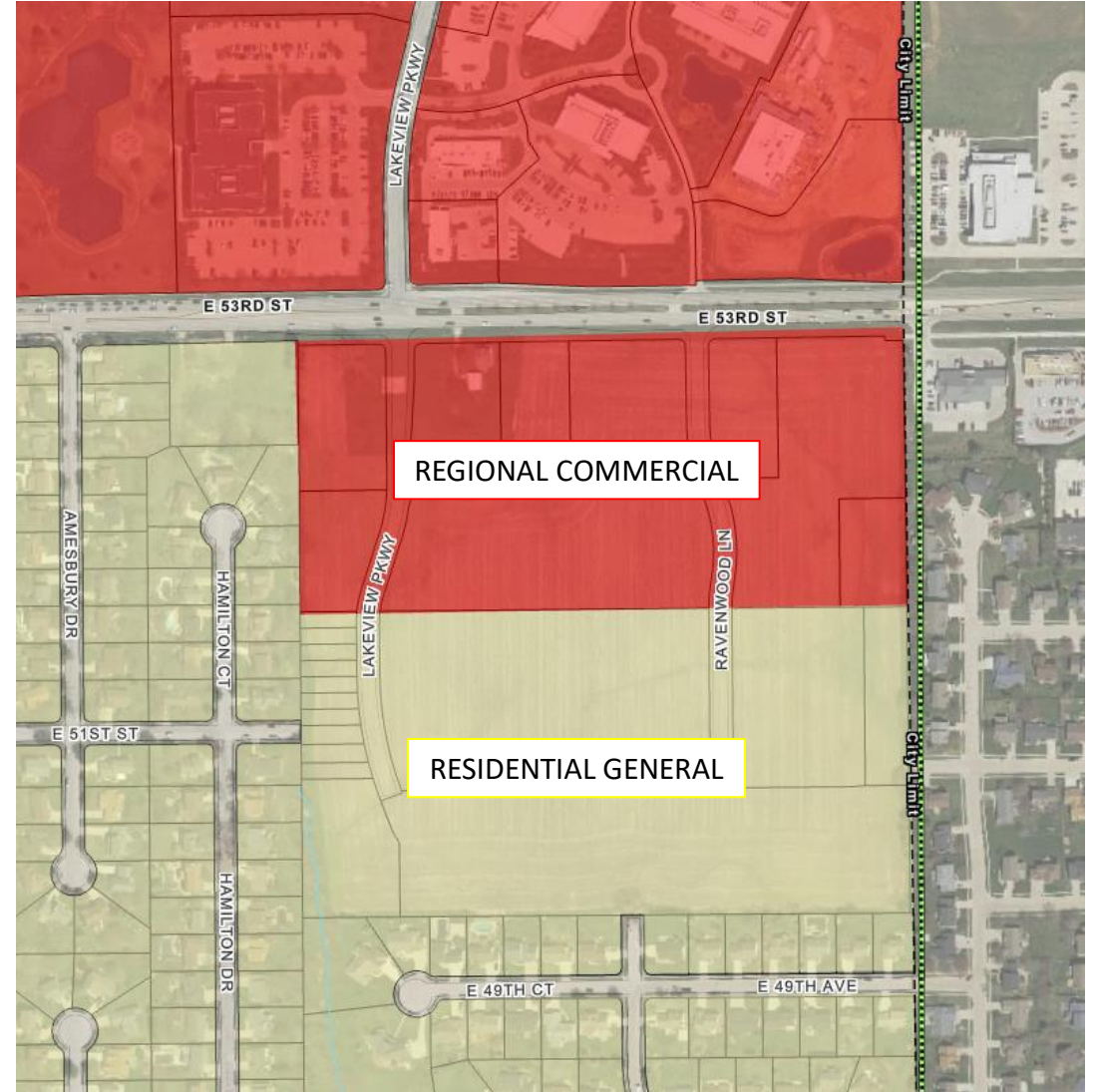
View from East 52nd Street



Zoning Map



Future Land Use Map



City of Davenport

Department: City Clerk
Contact Info: Laura Berkley | 563-888-3553

Action / Date
7/12/2023

Subject:

Resolution approving Case F23-07 being the request of Loren and Lisa Rathjen for a final plat of West Wind Hills, a 4-lot subdivision on 15.428 acres located at the southwest corner of 145th Street and 110th Avenue in unincorporated Scott County. [Adjacent to Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The subject property is located 0.9 miles west of the municipal limits, at the intersection of 110th Avenue and 145th Street. The City has review authority for subdivisions within two miles of its boundary. The purpose of the final plat is to establish three new developable residential lots. The property is located in Blue Grass Township and is outside the urban service area.

This subdivision requires approval from both Scott County and the City. The County Planning and Zoning Commission recommended approval of the final plat at its June 6, 2023 meeting. Following review by the City of Davenport, the County Board of Supervisors will make a final vote.

The Plan and Zoning Commission reviewed Case F23-07 at its June 20, 2023 meeting and has recommended approval subject to the listed findings.

Findings:

1. The location of the development is outside the urban service area.
2. The final plat prepares the area for future development.
3. The final plat will achieve consistency with subdivision requirements.

Zoning: The site is zoned Single-Family Residential (R-1). The existing county zoning classification is consistent with Davenport's R-1 Single-Family Residential District. Should this property be annexed to Davenport, the proposed lots meet the minimum district dimensional standards of the R-1 District.

Technical Review: City Departments reviewed the proposed final plat for compliance with subdivision requirements.

Comprehensive Plan:

1. Within Existing Urban Service Area: No
2. Within Urban Service Area 2035: No

Public Input: No Public Hearing is required for a final plat.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	West Wind Hills Minor Plat

- ▣ Backup Material
- ▣ Backup Material
- ▣ Backup Material
- ▣ Backup Material
- ▣ Backup Material

Aerial Map
Vicinity Map
Scott County Zoning Map
Scott County Staff Report-West Wind Hills
Scott County Public Notice

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	6/29/2023 - 11:06 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F23-07 being the request of Loren and Lisa Rathjen for a Final Plan of West Wind Hills, a 40lot subdivision located at the southwest corner of 145th Street and 110th Avenue on 15.428 acres of land in unincorporated Scott County.

WHEREAS, the City of Davenport, Iowa conducts extraterritorial review of subdivisions in unincorporated Scott County within two miles of the City limits; and

WHEREAS, the Plan & Zoning Commission reviewed Case F23-07 at the June 20, 2023 regularly scheduled meeting with a recommendation for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Final Plat of North Welcome Way Subdivision 3rd Addition, is forwarded to the Scott County Board of Supervisors with a recommendation for approval;

and the Mayor and Deputy City Clerk be, and they are hereby authorized and directed to certify to the adoption of this resolution.

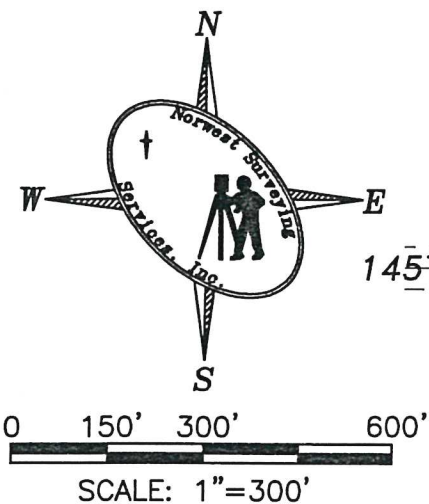
Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



TOTAL AREA
15.428 ACRES
ROW = 1.895 ACRES
NET = 13.533 ACRES

PT. P.I.N. 82-3539-002

REQUESTOR:

LOREN & LISA RATHJEN
114 PINE COURT
COLONA, IL 61241

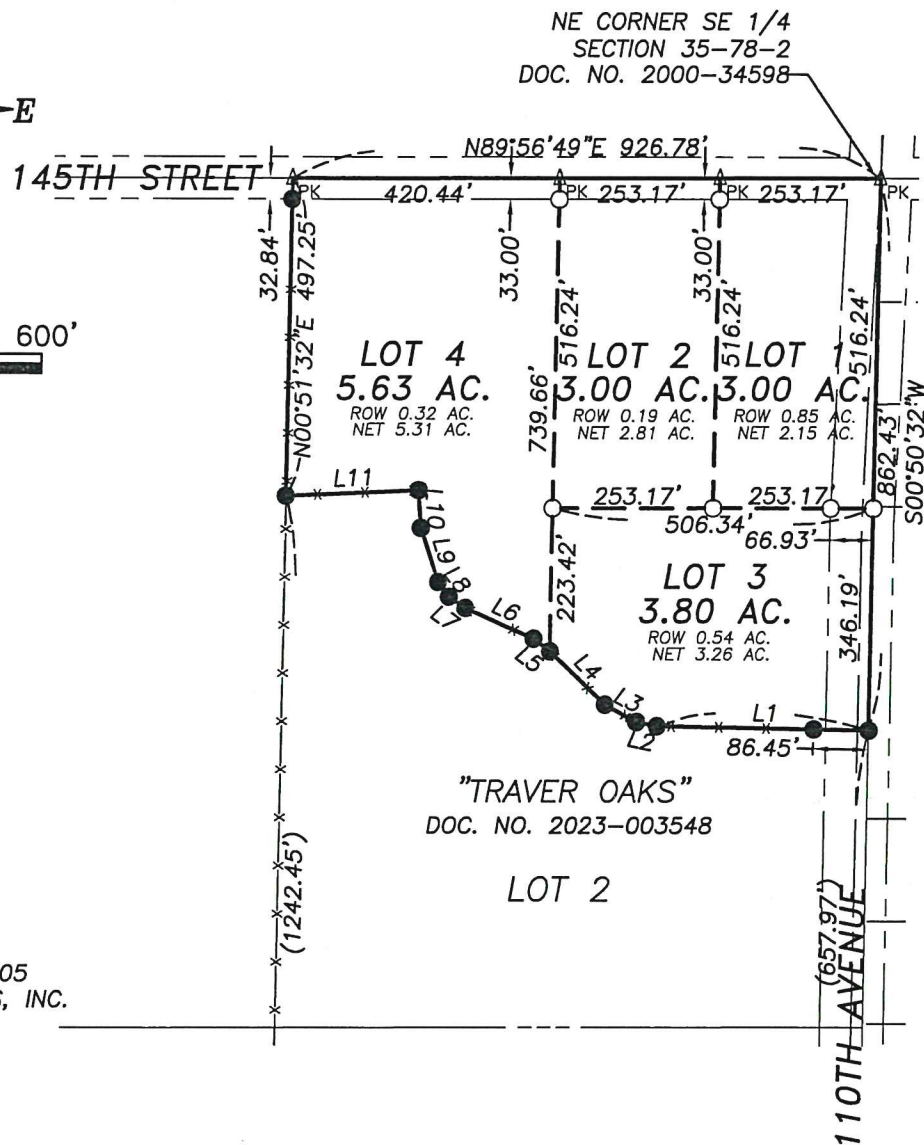
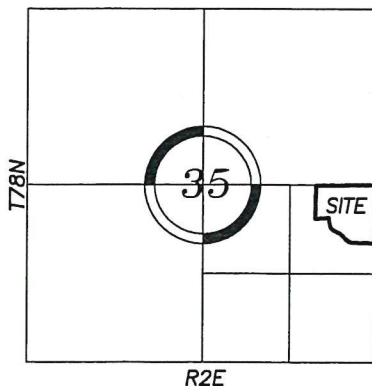
PROPRIETOR:

LOREN RATHJEN
114 PINE COURT
COLONA, IL 61241

SURVEYOR:

WILLIAM E. HOLT, IPLS 14105
NORWEST SURVEYING SERVICES, INC.
301 EAST LINCOLNWAY
MORRISON, IL 61270
(815) 772-7179
weh@nwsurveying.com

PT E 1/2 SE 1/4
SECTION 35-78-2



RESERVED FOR RECORDER

Surveyor's Note

Monuments shown hereon are
5/8" rods unless noted otherwise.

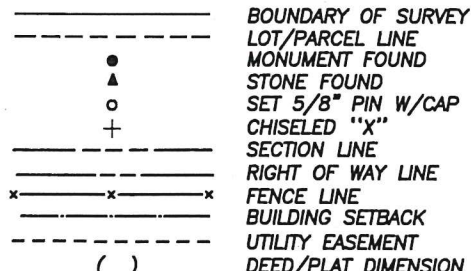
Subdivision Certificates are
attached hereto by others.

ZONING APPROVAL

This plat meets the Subdivision &
Zoning Ordinance Requirements for
Scott County, IA.

Scott County Zoning Date

LEGEND



NOTE: BEARINGS ARE ASSUMED

"WEST WIND HILLS"

A SUBDIVISION OF LOT 1 OF "TRAVER OAKS", A SUBDIVISION OF PART OF THE
EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35
IN TOWNSHIP 78 NORTH (T78N), RANGE 2 EAST (R2E) OF THE
FIFTH PRINCIPAL MERIDIAN (5TH PM),

SCOTT COUNTY, IOWA.

Of Property Described As: Lot 1 of "Traver Oaks", according to the Plat thereof
recorded as Document No. 2023-003548 in the Office of the Scott County Recorder.

SURVEYOR'S CERTIFICATE

This Plat represents an original boundary survey of the parcel described hereon and was done at the request
of Loren Rathjen of Colona, Illinois.

All structural or utility improvements, surface and subsurface, on and/or adjacent to the site are not
necessarily shown. All monuments exist as shown hereon. Bearings are Degrees, Minutes and Seconds and are
referenced to assumed datum; distances are shown as feet and decimal parts thereof.

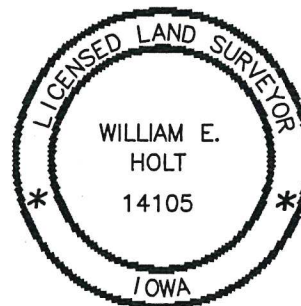
This survey includes no investigation or independent search for easements of record, encumbrances, deed
restrictions, restrictive covenants, ownership, title evidence, or any other facts that an accurate and current
title search may disclose. Right-of-Way lines shown hereon are a graphic representation only and may not
depict the actual location of the public easement.

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

William E. Holt

William E. Holt

Dated this 15 day of May, 2023 C.E.
State of Iowa Reg. No. 14105
My registration expires December 31, 2024 C.E.



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N88°58'45"W	334.69'
L2	N78°27'58"W	32.37'
L3	N61°54'42"W	56.71'
L4	N46°40'07"W	121.18'
L5	N52°35'58"W	32.34'
L6	N66°10'24"W	118.05'
L7	N55°25'25"W	31.24'
L8	N36°30'28"W	28.65'
L9	N17°51'37"W	88.53'
L10	N03°47'28"W	58.87'
L11	S87°30'46"W	209.73'

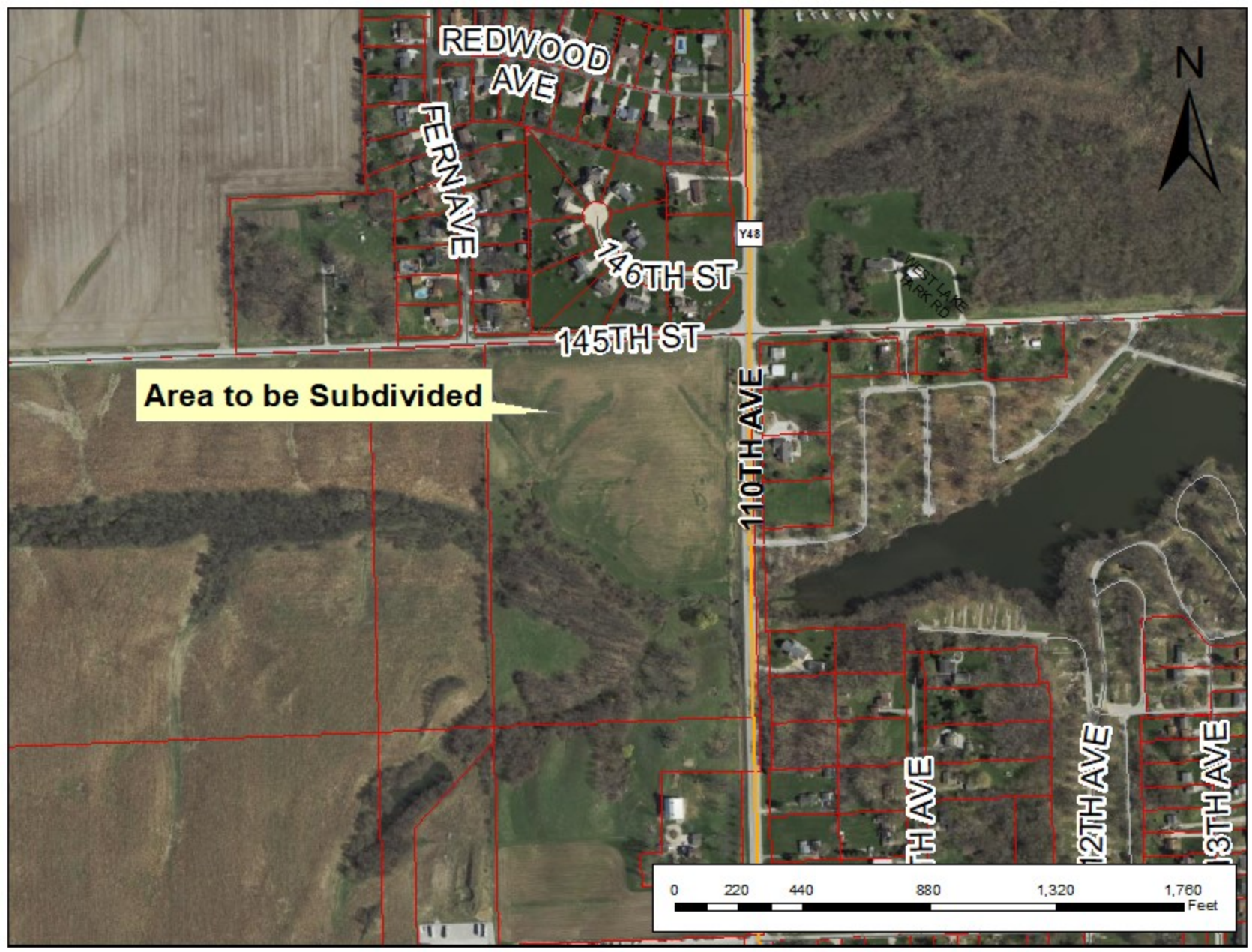
NORWEST SURVEYING SERVICES, INC.
PROFESSIONAL LAND SURVEYORS & LAND PLANNERS
301 EAST LINCOLNWAY MORRISON, ILLINOIS 61270
PHONE (815) 772-7179 NWSURVEYING@MCHSI.COM
SERVING ILLINOIS & IOWA SINCE 1974

SURVEYED BY JMW, CFW	FIELD WORK COMPLETED 4-19-23	JOB NO. 2023067	DRAWN BY WEH
BOOK NO. FILE	PLAT NO. 2023067	DRAWING NAME 2006314	DRAWING DATE 01 MAY 23
REVISION DATES	CHECKED BY	SCALE 1"=300'	

PROJECT
TITLE
"WEST WIND HILLS"
LOREN RATHJEN

Vicinity Map





REDWOOD
AVE

FERN AVE

146TH ST

145TH ST

Area to be Subdivided

110TH AVE

11TH AVE

12TH AVE

13TH AVE

0 220 440 880 1,320 1,760 Feet

Zoning

	Ag-Preservation
	Ag-General
	Residential Single-Family
	Residential Multi-Family
	Neighborhood Commercial
	Commercial Light Industrial
	Parks



Area to be Subdivided

Y48

110TH AVE

140TH ST

61

140TH ST

61

0 415 830 1,660 2,490 3,320 Feet



PLANNING & ZONING COMMISSION
STAFF REPORT
JUNE 6, 2023



Applicant: Loren and Lisa Rathjen

Request: Final plat approval of West Wind Hills, a minor subdivision

Legal Description: Lot 1 of Traver Oaks in Section 35 of Blue Grass Township

General Location: Less than a mile west of Davenport city limits; Southwest of West Lake Park; Southwest corner of the intersection of 145th Street and 110th Avenue

Zoning: Single-Family Residential (R-1)

Surrounding Zoning:

- North:** Single-Family Residential (R-1)
- South:** Single-Family Residential (R-1)
- East:** Multi-Family Residential (R-2)
- West:** Agricultural-Preservation (A-P)

GENERAL COMMENTS: This request is for further subdivision of Lot 1 of Traver Oaks, a three-lot subdivision which was recorded in March 2023. The subdivision would create four development lots, each with a development right for one (1) single-family dwelling.

STAFF REVIEW: Staff has reviewed this request for compliance with the requirements of the Subdivision Regulations and Zoning Ordinances. This subdivision is classified as a minor plat because it creates less than five (5) lots and would not involve the extension of any new streets or other public services.

Zoning, Land Use, and Lot Layout

The proposed plat would subdivide an approximately 15.428-acre Lot (Lot 1 of Traver Oaks) into four (4) lots. Lot 4 would be the largest at 5.63 acres, Lot 3 would be 3.80 acres, and Lots 1 and 2 would each be 3.00 acres. The subdivision would be located immediately south of existing residential subdivisions, Park Ridge Addition and Telegrove Planned Development, both of which have significantly smaller lot sizes.

Since the development is within two (2) miles of Davenport city limits, the City has extraterritorial review jurisdiction and will need to approve the final plat as well. City staff intends to put the plat before the Davenport Planning & Zoning Commission on June 20, 2023, and to City Council on July 12, 2023.



PLANNING & ZONING COMMISSION
STAFF REPORT
JUNE 6, 2023



Access and Roadway Improvements

Each lot would have direct driveway access to either 145th Street or 110th Avenue. The County Engineer indicated that there appears to be adequate separation and site distances to allow safe and permissible driveway approaches.

The County Health Department did not have any comments or concerns with this plat. Each new well or wastewater treatment system would require the issuance of a permit from the Health Department. The County Assessor and County Auditor also did not have any comments with this request.

Staff has mailed notification to the adjacent property owners within five hundred feet (500') of this property regarding this subdivision request. Staff has not, as of yet, received any calls or comments.

RECOMMENDATION: Staff recommends that the Final Plat for West Wind Hills be approved with one (1) condition:

1. The City of Davenport approve the final plat prior to approval by the Scott County Board of Supervisors

Submitted by:

Alan Silas, Planning & Development Specialist

June 1, 2023

PLANNING & DEVELOPMENT

600 West Fourth Street

Davenport, Iowa 52801-1106

Office: (563) 326-8643 Fax: (563) 326-8257

Email: planning@scottcountyiowa.com



Chris Mathias, Director

**NOTICE OF PLANNING AND ZONING COMMISSION PUBLIC HEARING FOR A FINAL PLAT OF A
MINOR SUBDIVISION**

Public Notice is hereby given as required by Section 9-16 of the County Code (Subdivisions), that the Scott County Planning and Zoning Commission will hold a public hearing for a sketch plan/final plat of a minor subdivision known as **West Wind Hills** at a public meeting on **Tuesday, June 6, 2023 at 5:30 PM**. The meeting will be held in the **1st Floor Board Room of the Scott County Administrative Center, 600 W. 4th Street, Davenport, Iowa 52801**.

The Planning and Zoning Commission will hear the request of **Loren and Lisa Rathjen** to review a final plat for a four (4) lot minor subdivision known as **West Wind Hills** totaling 15.428 acres, more or less. The property is legally described as Lot 1 of Traver Oaks in Section 35 of Blue Grass Township, and is located at the southwest corner of the intersection of 145th Street and 110th Avenue.

If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West Fourth Street, Davenport, Iowa 52801, (563) 326-8643, or attend the meeting.

City of Davenport

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

Action / Date
7/12/2023

Subject:

Second Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Utah Avenue at Telegraph Road thereto. [Ward 1]

Recommendation:

Adopt the Ordinance.

Background:

Traffic Engineering reviewed the existing signage and sight distance at the intersection. It is recommended to change the intersection to a four-way stop versus a three-way stop to minimize vehicular conflict.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/14/2023 - 12:53 PM
Public Works Committee	Moses, Trish	Approved	6/14/2023 - 12:53 PM
City Clerk	Admin, Default	Approved	6/16/2023 - 9:57 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE V FOUR-WAY STOP INTERSECTIONS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY ADDING UTAH AVENUE AT TELEGRAPH ROAD THERETO.

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

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

Utah Avenue at Telegraph Road

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 _____

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/12/2023

Subject:

First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding East Lombard Street along the frontages of 2337, 2342, 2343, and 2347 East Lombard Street thereto. [Ward 5]

Recommendation:

Adopt the Ordinance.

Background:

Customers and employees from businesses on Jersey Ridge Road near the intersection of East Lombard Street are parking in front of these residential properties. Nine residences on East Lombard Street were contacted and asked if they were in favor of, or opposed to, resident parking only. The first three residences on the south side of the street and the first residence on the north side of the street are most affected by the customer/employee parking and were in favor of resident parking only. The zone will be 150 feet long on the south side and 60 feet long on the north side.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2023 - 4:44 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XI RESIDENT PARKING ONLY OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING EAST LOMBARD STREET ALONG THE FRONTAGES OF 2337, 2342, 2343, AND 2347 EAST LOMBARD STREET THERETO.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

East Lombard Street along the frontages of 2337, 2342, 2343, and 2347 East Lombard Street.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: City Clerk
Contact Info: Brian Krup | 563-326-6163

Action / Date
7/12/2023

Subject:

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

Mac's, Kilkenny's, Carriage Haus, and Daiquiri Factory; Bix Party; 300 block of West 3rd Street; 9:00 a.m. Friday, July 28, 2023 - 6:00 a.m. Sunday, July 30, 2023; **Closure:** West 3rd Street from Ripley Street to Harrison Street. [Ward 3]

Visit Quad Cities; Be Gold, Ride Gold: RAGBRAI L; 10:00 a.m. Friday, July 21, 2023 - 10:00 a.m. Saturday, July 22, 2023 **Closure:** Marquette Street south of River Drive; 5:00 a.m. - 9:00 a.m. Saturday, July 22, 2023 **Closures:** Gaines Street from Locust Street to Lombard Street; Lombard Street between Gaines Street and Harrison Street; 8:00 a.m. - 4:00 p.m. Saturday, July 29, 2023 **Closures:** one eastbound lane on Highway 22/Rockingham Road from west City Limits to West River Drive; one eastbound lane West River Drive from Highway 22/Rockingham Road to Division Street; eastbound West River Drive from Division Street to Marquette Street; Marquette Street south of River Drive. [Wards 1, 3, & 4]

The Office; Bix Party; 116 West 3rd Street; 11:00 a.m. (or immediately following the Bix) Saturday, July 29, 2023 - 12:30 a.m. Sunday, July 30, 2023; **Closure:** northernmost parking lane and two travel lanes on West 3rd Street from Main Street to 116 West 3rd Street. [Ward 3]

Davenport Community School District; Welcome Back Blue Devils; Central High School | 1120 Main Street; 3:00 p.m. - 6:00 p.m. Monday, August 21, 2023; **Closure:** West 12th Street from Harrison Street to Main Street. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Per the City's Special Events Policy, City Council will approve street, lane, and public ground closure requests based on the recommendation of the Special Events Committee.

RAGBRAI | The closures around St. Ambrose on Friday, July 28, and Saturday, July 29, are for cyclists parking their vehicles, being shuttled to Centennial Park to camp overnight, and boarding tour busses that will travel across the state. There will also be semis to carry bicycles and equipment.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	RAGBRAI Route Closures
▣ Backup Material	3rd Street Bix Party Closures
▣ Backup Material	The Office Bix Party Map
▣ Backup Material	Welcome Back Blue Devils Map

▣ Backup Material

Welcome Back Blue Devils Notice to Neighbors

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/30/2023 - 2:29 PM

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

*Mac's, Kilkenny's, Carriage Haus, and Daiquiri Factory; Bix Party; 300 block of West 3rd Street; 9:00 a.m. Friday, July 28, 2023 - 6:00 a.m. Sunday, July 30, 2023; **Closure:** West 3rd Street from Ripley Street to Harrison Street. [Ward 3]*

*Visit Quad Cities; Be Gold, Ride Gold: RAGBRAI L; 10:00 a.m. Friday, July 21, 2023 - 10:00 a.m. Saturday, July 22, 2023 **Closure:** Marquette Street south of River Drive; 5:00 a.m. - 9:00 a.m. Saturday, July 22, 2023 **Closures:** Gaines Street from Locust Street to Lombard Street; Lombard Street between Gaines Street and Harrison Street; 8:00 a.m. - 4:00 p.m. Saturday, July 29, 2023 **Closures:** one eastbound lane on Highway 22/Rockingham Road from west City Limits to West River Drive; one eastbound lane West River Drive from Highway 22/Rockingham Road to Division Street; eastbound West River Drive from Division Street to Marquette Street; Marquette Street south of River Drive. [Wards 1 & 3]*

*The Office; Bix Party; 116 West 3rd Street; 11:00 a.m. (or immediately following the Bix) Saturday, July 29, 2023 - 12:30 a.m. Sunday, July 30, 2023; **Closure:** northernmost parking lane and two travel lanes on West 3rd Street from Main Street to 116 West 3rd Street. [Ward 3]*

*Davenport Community School District; Welcome Back Blue Devils; Central High School | 1120 Main Street; 3:00 p.m. - 6:00 p.m. Monday, August 21, 2023; **Closure:** West 12th Street from Harrison Street to Main Street. [Ward 3]*

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

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

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

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



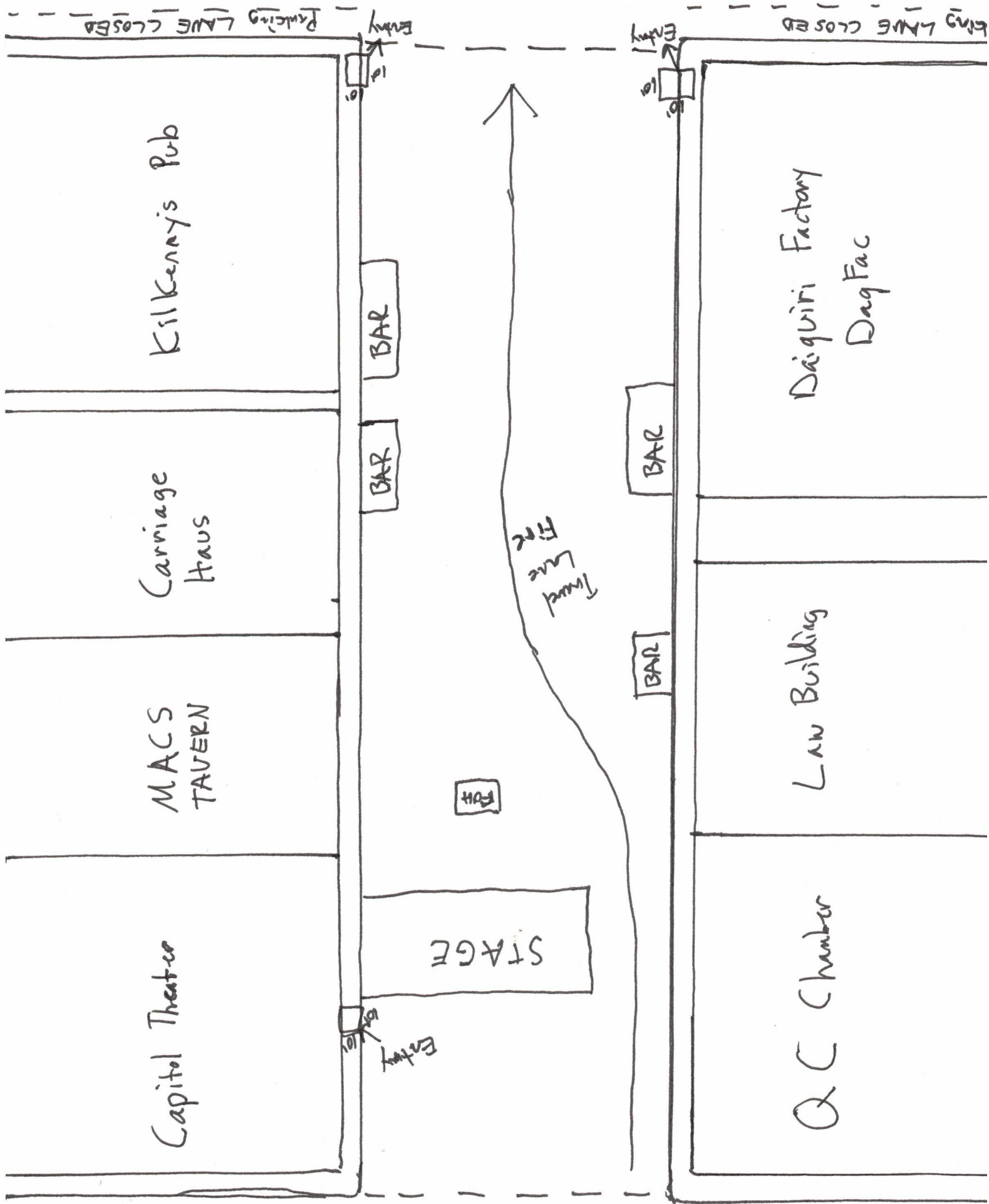
THE CITY OF
DAVENPORT
IOWA | USA

RAGBRAI Street & Lane Closures 2023

Saturday, July 29, 2023

Details at: <https://www.davenportragbrai.com/>









Closure

W 12th St

W 12th St

Central High School

Civil War Monument
- Soldier's Monument

W 11th St

U.S.
61

Google

Delta Delta Pl

The De
School

WELCOME BACK TO SCHOOL EVENT

8/21/23 FROM 3:00-6:00

**SET UP TO BEGIN AROUND 3:00 AND THE
STREET OPENED BACK UP AROUND 6:00.**

**12TH STREET FROM MAIN TO HARRISON
WILL BE BLOCKED OFF FOR FOOD TRUCKS
AND FREE FLOW OF PARENTS AND STUDENTS.
THE DAVENPORT CENTRAL BAND WILL BE
PLAYING.**

**IF YOU HAVE ANY OBJECTIONS TO THIS
STREET CLOSURE AND/OR NOISE VARIANCE
REQUEST, PLEASE SUBMIT IN WRITING TO
BRIAN KRUP, DEPUTY CITY CLERK, AT
BRIAN.KRUP@DAVENPORTIOWA.COM.**

City of Davenport

Department: Public Safety
Contact Info: Brian Krup | 563-326-6163

Action / Date
7/12/2023

Subject:

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

Hope at the BRICK House; Block Parties; 1431 Ripley Street; 4:30 p.m. - 8:30 p.m. every Friday beginning July 14, 2023 and ending August 21, 2023; Outdoor music/performances, over 50 dBA. [Ward 5]

German American Heritage Center; Family Free Day; 712 West 2nd Street; 12:00 p.m. - 4:00 p.m. Sunday, July 23, 2023; Outdoor music/band, over 50 dBA. [Ward 3]

Mac's, Kilkenny's Carriage Haus, and Daiquiri Factory; Bix Party; 300 block of West 3rd Street; 7:30 p.m. - 10:30 p.m. Friday, July 28, 2023 and 11:00 a.m. Saturday, July 29, 2023 - 12:00 a.m. Sunday, July 30, 2023; Outdoor music/bands, over 50 dBA. [Ward 3]

The Office; Bix Party; 116 West 3rd Street; 11:00 a.m. (or immediately following the Bix) Saturday, July 29, 2023 - 12:00 a.m. Sunday, July 29, 2023; Outdoor music/band, over 50 dBA. [Ward 3]

German American Heritage Center; Alternating Currents: A Night of Comedy; 712 West 2nd Street; 5:00 p.m. - 10:00 p.m. Saturday, August 19, 2023; Outdoor performances, over 50 dBA. [Ward 3]

Davenport Community School District; Welcome Back Blue Devils; Central High School | 1120 Main Street; 3:00 p.m. - 5:30 p.m. Monday, August 21, 2023; Outdoor band/music, 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.

Hope at the BRICK House | Alderman Kelly and Alderwoman Meginnis agreed to add this to the agenda on July 3 so it will be approved for the July 14 event. Neighborhood kids will be performing using, at the most, a small amplifier with speakers as they have done in the past.

German American Heritage Center events | The building north of the GAHC is vacant, and the businesses to the east are not open on Saturdays and Sundays.

ATTACHMENTS:

Type	Description
▣ Backup Material	Hope at the BRICK House Noise Variance Petition
▣ Backup Material	Welcome Back Blue Devils Notice to Neighbors

REVIEWERS:

Department
Public Safety

Reviewer
Admin, Default

Action
Approved

Date
6/30/2023 - 12:14 PM



NOISE VARIANCE PETITION FOR SPECIAL EVENTS

CITY OF DAVENPORT

On the July 14 - Aug 18, 2023, there is proposed an event which will include outdoor music or a band, requested by Hope at the River House during the hours of 4:30-8:30pm.

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

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

NAME AND ADDRESS
IN FAVOR OPPOSED CONCERNED
NOT

1329 Ripley			
1330 Ripley			
1401 Ripley			
1409 Ripley			
1413 Ripley			
1417 Ripley			
1431 Ripley			
1502 Ripley not home			
1503 Ripley			

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

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

Office of the City Clerk
226 West Fourth Street
Davenport, Iowa 52801
Email: Brian.Krupp@davenportiowa.com
563-326-6163

Signature of Applicant
Date
Jayce Klopp
7-2-23

WELCOME BACK TO SCHOOL EVENT

8/21/23 FROM 3:00-6:00

**SET UP TO BEGIN AROUND 3:00 AND THE
STREET OPENED BACK UP AROUND 6:00.**

**12TH STREET FROM MAIN TO HARRISON
WILL BE BLOCKED OFF FOR FOOD TRUCKS
AND FREE FLOW OF PARENTS AND STUDENTS.
THE DAVENPORT CENTRAL BAND WILL BE
PLAYING.**

**IF YOU HAVE ANY OBJECTIONS TO THIS
STREET CLOSURE AND/OR NOISE VARIANCE
REQUEST, PLEASE SUBMIT IN WRITING TO
BRIAN KRUP, DEPUTY CITY CLERK, AT
BRIAN.KRUP@DAVENPORTIOWA.COM.**

City of Davenport

Department: City Clerk
Contact Info: Brian Krup | 563-326-6163

Action / Date
7/12/2023

Subject:
Motion approving a noise variance request for the listed dates and times.

Wendy's; Exhaust Hood Cleaning; 1545 West Locust Street; 11:00 p.m. Sunday, August 6, 2023 - 7:00 a.m. Monday, August 7, 2023 and 11:00 p.m. Sunday, February 4, 2024 - 7:00 a.m. Monday, February 5, 2024; Commercial exhaust hood cleaning, over 50 dBA. [Ward 4]

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.

In May, a complaint was called in to the Davenport Police Department regarding the noise being caused by the equipment used to clean Wendy's exhaust hood, and the work was stopped. Due to being unable to complete the job in May, Getz Industrial Cleaning is expecting an excess of grease for the August cleaning which will result in exceeding the typical 3-4 hour timeframe to finish.

ATTACHMENTS:

Type	Description
▣ Backup Material	Wendy's Exhaust Hood Cleaning
▣ Backup Material	Wendy's Exhaust Hood Cleaning (List)

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/29/2023 - 4:40 PM



CITY OF DAVENPORT
NOISE VARIANCE PETITION

Parco Ltd - Wendy's is submitting a request for a noise variance to the City of
(name of individual/organization)
Davenport, pursuant to Chapter 8.19 Noise Abatement of the Municipal Code of Davenport, Iowa, for
the 6th, 4th day of Aug, Feb 2023, 24 during the hours of 11 a.m./p.m. and
7 a.m./p.m. to complete required exhaust hood cleaning.

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Ritzi Reruns 1612 W. Locust	✓		
Dennis Mote 1606 W Locust St	X		
Samantha Potter QUMART	✓		
Mike Beard Northwest Flooring	X		
1528 W Locust	X		
RIVERSIDE LIGNOR			
AutoZone	X		
Pawn King Michelle Hull	X		
Assoc Teacher H W Coyle	X		
1602 W - 17th			
Vickie Black 1554 17th St	X		

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

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

Melissa Walker 6/19/23
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT
NOISE VARIANCE PETITION

Parco Ltd - Wendy's is submitting a request for a noise variance to the City of
(name of individual/organization)
Davenport, pursuant to Chapter 8.19 Noise Abatement of the Municipal Code of Davenport, Iowa, for
the 6th, 4th day of Aug, Feb 2023, 24 during the hours of 11 a.m./p.m. and
7 a.m./p.m. to complete required exhaust hood cleaning.

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Sear head Properties</u>	<u>X</u>		
<u>Sear head Properties</u>	<u>X</u>		
<u>Randy Lake 1722 Sturdevant</u>	<u>X</u>		
<u>Chris Rogers 1716 Washington</u>	<u>X</u>		
<u>Don Deles 1721 Washington</u>	<u>X</u>		

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

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

Melissa Walen 6/19/23
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT
NOISE VARIANCE PETITION

Parco Ltd - Wendy's is submitting a request for a noise variance to the City of
(name of individual/organization)
Davenport, pursuant to Chapter 8.19 Noise Abatement of the Municipal Code of Davenport, Iowa, for
the 6th, 4th day of Aug, Feb 2023, 24, during the hours of 11 a.m./(p.m.) and
7 a.m./p.m. to complete required exhaust hood cleaning.

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
<u>Barber Shop 1536 W. Locust</u>	<u>_____</u>	<u>_____</u>	<u>wouldn't sign</u>
<u>Laptop Repair 1532 W. Locust</u>	<u>_____</u>	<u>_____</u>	<u>Empty Bldg.</u>
<u>Rodney Moeller 1529 W. Locust</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Richardson Johnson 1729 Washington</u>	<u>wouldn't sign, original complaint</u>	<u>_____</u>	<u>_____</u>
<u>Michael Devine 1727 Washington</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Anne Marie 1530 W. 17th St</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Saterica Westerfield 1538 W. 17th St</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Charles Miller 1715 Sturdevant</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Urban Rehab 1614 W. 17th</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>K+S Realty 1714 Sturdevant</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Sean Riley 1716 Sturdevant</u>	<u>NO answer, tried 6/13/23 11am / 6/15/23 6pm</u>	<u>_____</u>	<u>_____</u>
<u>Kathi's Kreations 1732 Sturdevant</u>	<u>_____</u>	<u>_____</u>	<u>Empty Building</u>

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

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

Melissa Waden 6/19/23
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

			In favor	Opposed	Not Concerned	Notes
Ritzi Reruns	1612 W Locust St	Davenport, IA 52804	X			
Smokin' Joe's Tobacco & Cigarette Outlet	1606 W Locust St	Davenport, IA 52804	X			
QC Mart	1556 W Locust St	Davenport, IA 52803	X			
Northwest Carpet One Warehouse	1915 Sturdevant St	Davenport, IA 52804	X			
Northwest Carpet One Warehouse	1546 W Locust St	Davenport, IA 52804	X			
Barber Shop	1536 W Locust St	Davenport, IA 52804				Wouldn't Sign
Laptop Repair	1532 W Locust St	Davenport, IA 52804				Empty Building
Riverside Liquor	1528 W Locust St	Davenport, IA 52804	X			
Rodney Moeller	1529 W Locust St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Richard Johnson	1729 Washington Ln	Davenport, IA 52804				Wouldn't Sign, Original Complaint
Michael & Yupaporn Devine	1727 Washington Ln	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Ian Baker	1721 Washington Ln	Davenport, IA 52804	X			
Christopher Rogers	1715 Washington Ln	Davenport, IA 52804	X			
Autozone	1535 W Locust St	Davenport, IA 52804	X			
Anne Marie & Adrian Robreno	1530 W 17th St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Saterica Westerfield	1538 W 17th St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Timothy Clark & Roger Clark	1548 W 17th St	Davenport, IA 52804	X			
Timothy Clark	1554 W 17th St	Davenport, IA 52804	X			
Charles & Kathleen Miller	1715 Sturdevant St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Gearhead Properties	1719 Sturdevant St	Davenport, IA 52804	X			
Phuong Dung Nguyen	1602 W 17th St	Davenport, IA 52804	X			
Urban Rehab LLC	1614 W 17th St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
K&S Realty LLC	1714 Sturdevant St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Sean Riley	1716 Sturdevant St	Davenport, IA 52804				No answer, Try #1 6/13/23 11am, Try #2 6/15/23 6pm
Randy Larue	1722 Sturdevant St	Davenport, IA 52804	X			
Lawrence Nelson	1726 Sturdevant St	Davenport, IA 52804	X			
Kathi's Kreations Flower Shop	1732 Sturdevant St	Davenport, IA 52804				Empty Building
Pawn King	1601/1611 W Locust St	Davenport, IA 52804	X			

City of Davenport

Department: Public Safety
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
7/12/2023

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

BixBrai (Mississippi Valley Blues Society, Inc) - 400 Beiderbecke Drive - Temporary Outdoor Event July 29 - License Type: Special Class C Beer/Wine (On-Premises)

Carriage Haus (Smoking Haus Entertainment) - 312 West 3rd Street - Temporary Extended Outdoor Area July 28-30 - License Type: Class C Liquor (On-Premises)

Daiquiri Factory (DaqFaq, LLC) - 303 West 3rd Street - Temporary Extended Outdoor Area July 29-30 - License Type: Class C Liquor (On-Premises)

Dam View Inn (VanDamQC, LLC) - 410 E 2nd Street - Temporary Extended Outdoor Area July 28-30 - License Type: Class C Liquor (On-Premises)

Hy-Vee Bettendorf Post Race (Hy-Vee, Inc) - 500 East 3rd Street - Temporary License with Outdoor Area July 27-31 - License Type: Special Class C Beer/Wine (On-Premises)

Mac's Tavern (Failte, Inc) - 316 West 3rd Street - Temporary Extended Outdoor Area July 29-30 - License Type: Class C Liquor (On-Premises)

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) - 318 East 2nd Street - Temporary Outdoor Area August 18-19 - License Type: Class C Liquor (On-Premises)

The Office (Local 563 Cocktail Lounge, LLC) - 116 West 3rd Street - Temporary Extended Outdoor Area July 29-30 - License Type: Class C Liquor (On-Premises)

Visit Quad Cities (Quad Cities Convention and Visitors Bureau) - 315 South Marquette Street - Temporary License July 25-29 - License Type: Special Class C Beer/Wine (On-Premises)

Ward 4

Happy Joe's Pizza (Dynamic Restaurant Acquisition, Inc) - 1616 West Locust Street - Permanent Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

MyButler, LLC (MyButler, LLC) - 2200 East 11th Street - Temporary License with Outdoor Area July 27-31 - License Type: Special Class C Beer/Wine (On-Premises)

Ward 6

California Burritos Mexican Grill (Burrito Enterprises #2, LLC) - 2960 East 53rd Street - Permanent Outdoor Area - License Type: Class C Liquor (On-Premises)

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

Ward 2

Hickory Garden Restaurant (Fazliu, Inc) - 3311 Hickory Grove Road - Outdoor Area - License Type: BW - Special Class C Beer/Wine (On-Premises)

Ward 5

The 11th St Precinct Bar and Grill (Carpe Diem I, LLC) – 2108 East 11th Street – Outdoor area – License Type: Class C Liquor (On-Premises) **Fire approval of outdoor area is conditioned by panels not being installed in the outdoor area.*

Rookie's Sports Bar (Rookies, Inc) - 2818 Brady Street - License Type: Class C Liquor (On-Premise)

Ward 6

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

Jersey Grille (Jersey Grille, Inc) - 5255 Jersey Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

The Filling Station (Bar Management, LLC) - 305 East 35th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Admin, Default	Approved	6/30/2023 - 2:30 PM

City of Davenport

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

Action / Date
7/12/2023

Subject:

Second Consideration: Ordinance amending Chapter 13.28 entitled "Surface Drains" of the Municipal Code of Davenport, Iowa by amending Subsection 13.28.030 for language clean-up and clarity. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

When the flow of surface water is blocked to a point where the water becomes a nuisance, the City may order a drain to be installed and have the costs assessed back to the property owner where the nuisance is abated. The same process is followed in regard to fixing sidewalks. The current verbiage in Chapter 13.28 still references sidewalks, now updating to reference drainage nuisance verbiage.

ATTACHMENTS:

Type	Description
▢ Cover Memo	PW_ORD_13.28_SurfaceDrains

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	6/29/2023 - 8:44 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13.28 ENTITLED "SURFACE DRAINS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY AMENDING SUBSECTION 13.28.030 FOR LANGUAGE CLEAN-UP AND CLARITY.

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

Section 1. That Subsection 13.28.030 Assessment of Costs of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.28.030 Assessment of costs.

The director of the department of construction and engineering shall report all costs arising from the construction of drains pursuant to Section 13.28.020 to the City Council, whereupon the Council may, by resolution, levy and assess the costs as a special tax upon the real estate on which the nuisance was abated, after giving the notice and allowing the hearing as provided for the assessment of the costs of abating the drainage nuisance.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/12/2023

Subject:

Resolution accepting two grant offers of \$600,000 (AIP-026) and \$112,996 (AIP-027) for financial assistance with the South Ramp Reconstruction project at the Davenport Municipal Airport and approving the associated grant agreements between the City of Davenport and the Federal Aviation Administration, CIP #20016. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

The Airport's south ramp pavement dates back to 1947 and given the age of the existing pavement and the severity of the distress, it has served beyond its intended life. The airport has historically performed panel replacements on a regular basis in order to maintain the pavement at a serviceable level; however, the pavement has deteriorated to a point where it is no longer cost effective to continue with panel replacements. A comprehensive pavement analysis shows that a full reconstruction is needed to maintain the continued functionality of this part of the airport.

These grant offers of \$600,000 (AIP-026) and \$112,996 (AIP-027) and associated Grant Agreements will constitute the Federal Aviation Administrations share of the funding needed to complete the Airport South Ramp Reconstruction project to the specifications of the Federal Aviation Administration. This project is a follow-on project to the South Ramp Reconstruction Design project.

The source of funding is through the Federal Aviation Administration Airport Improvement Program grants of \$600,000 and \$112,996 (90%), and CIP #20016 of \$179,222 (10%).

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/28/2023 - 10:35 AM
Public Works Committee	Moses, Trish	Approved	6/28/2023 - 10:35 AM
City Clerk	Admin, Default	Approved	6/28/2023 - 7:35 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION accepting two grant offers of \$600,000 (AIP-026) and \$112,996 (AIP-027) for financial assistance with the South Ramp Reconstruction project at the Davenport Municipal Airport and approving the associated Grant Agreements between the City of Davenport and the Federal Aviation Administration, CIP #20016.

WHEREAS, the Airport's south ramp pavement dates back to 1947 and has served beyond its intended life; and

WHEREAS, the pavement has deteriorated to a point where panel replacements are no longer cost effective; and

WHEREAS, project funding has been budgeted in the City's Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the two grant offers of \$600,000 (AIP-026) and \$112,966 (AIP-027) for the South Ramp Reconstruction project at the Davenport Municipal Airport are hereby accepted and the associated grant agreements between the City of Davenport and the Federal Aviation Administration are hereby approved.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/12/2023

Subject:

Resolution accepting work completed under the West 41st Street (Sturdevant Street to Marquette Street) Reconstruction project by N.J. Miller of Bettendorf, Iowa in the amount of \$813,128.19, CIP #35054. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The concrete roadway of West 41st Street between Sturdevant Street and Marquette Street, had fallen into sub-standard surface. Immediately prior to the roadway project, the City and Iowa American Water coordinated new water main installation. In addition, the City coordinated with MidAmerican Energy to lower some existing gas services that were deemed to be in the way of roadway construction. The old concrete roadway was removed, storm sewer improvements were performed, and a new rock base with subdrains was installed topped by an 8-inch concrete roadway. Driveway and sidewalk improvements were also performed.

The final cost of the project was \$813,128.19 funded in CIP #35054.

ATTACHMENTS:

Type	Description
□ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/28/2023 - 10:33 AM
Public Works Committee	Moses, Trish	Approved	6/28/2023 - 10:33 AM
City Clerk	Admin, Default	Approved	6/28/2023 - 7:36 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION accepting work completed under the West 41st Street (Sturdevant Street to Marquette Street) Reconstruction project by N.J. Miller of Bettendorf, Iowa in the amount of \$813,128.19, CIP #35054.

WHEREAS, the City of Davenport entered into a contract with N.J. Miller for the West 41st Street (Sturdevant Street to Marquette Street) Reconstruction project; and

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

WHEREAS the final cost of the contract was \$813,128.19.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the West 41st Street (Sturdevant Street to Marquette Street) Reconstruction project by N.J. Miller of Bettendorf, Iowa in the amount of \$813,128.19 is hereby accepted.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Bruce Berger | 563-326-7769

Action / Date
7/12/2023

Subject:

Resolution awarding a contract for the 228 South Hancock Avenue Rehabilitation project to Midwest Complete Construction of Rock Island, Illinois in an amount not-to-exceed \$398,498.45. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals was issued on May 24, 2023 and sent to vendors. On June 16, 2023, the Purchasing Division opened and read three (3) proposals. See attached tabulation. Midwest Complete Construction of Rock Island, Illinois was the highest scoring proposal and is recommended for the award.

The proposals were evaluated by an evaluation committee of staff members from the Community & Economic Development Department. The criteria used for the evaluations were: 1) Quality/detail of proposal – 25%, 2) Timeline of construction – 20%, 3) History of references – 15%, 4) Sufficient and qualified personnel – 15%, 5) Pricing – 15%, and 6) Subcontractors – 10%.

Through the City's Urban Homestead Program, Community & Economic Development utilizes a variety of State and Federal housing grants to rehabilitate properties with the intention of selling them to income-eligible households in Davenport. This program enables vacant and dilapidated homes to be returned to the tax rolls and improves the look and feel of neighborhoods while providing families with affordable home-ownership opportunities.

Funding for this project is from account 54601044 520258 HM200 | HOME -S.F. Rehab

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution
▢ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2023 - 3:17 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the 228 South Hancock Avenue Rehabilitation project to Midwest Complete Construction of Rock Island, Illinois in the amount not-to-exceed \$398,498.45.

WHEREAS, the City needs to contract for the 228 South Hancock Avenue Rehabilitation project; and

WHEREAS, Midwest Complete Construction of Rock Island, Illinois submitted the proposal that best fit the City's needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for 228 South Hancock Avenue Rehabilitation project is hereby awarded to Midwest Complete Construction of Rock Island, Illinois in the amount not-to-exceed \$398,498.45.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 228 South Hancock Avenue Rehabilitation

BID NUMBER: 23-117

OPENING DATE: June 16, 2023

FUNDING: 54601044 520258 HM200 | HOME -S.F. Rehab

RECOMMENDATION: Award the contract to Midwest Complete Construction of Rock Island, IL in the amount not to exceed \$398,498.45.

<u>VENDOR NAME</u>	<u>PRICE</u>
Midwest Complete Construction	Rock Island, IL
Clark Design and Development	Bettendorf, IA
Reed Construction, LLC	Dewitt, IA

Approved By  6/28/23
Purchasing Date

Approved By  6-28-23
Dept. Director Date

Approved By  6/28/23
Budget/CIP Date

Approved By  06/28/2023
Assist. City Administrator/CFO Date

City of Davenport

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

Action / Date
7/12/2023

Subject:

Resolution awarding a contract for the purchase of emulsion sludge thickening polymer to Polydyne, Inc of Riceboro, Georgia in an amount not-to-exceed \$437,400. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

A Request for Proposals was issued on May 22, 2023 and sent to vendors. On June 8, 2023, the Purchasing Division opened and read one (1) proposal. See attached tabulation. Polydyne, Inc of Riceboro, Georgia was the highest scoring proposal and is recommended for the award.

The proposal was evaluated by an evaluation committee of staff members from the Public Works Department and Water Pollution Control Plant Division. The criteria used for the evaluations were: 1) Quality of proposal – 30%, 2) Pricing per pound delivered, freight, etc – 40%, and 3) References/Experience – 30%.

The City of Davenport accepted proposals from qualified vendors for the delivery of approximately 6 loads of 5,000 gallons per load of emulsion sludge thickening polymer to be used on BDP tower presses. The polymer will be used to process anaerobic digested sludge on two (2) two-meter BDP tower presses. This request is for a one-year contract with the possibility of four (4) one-year extensions if both parties are satisfied.

Funding for this project is from account 51151975 520201.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution
▢ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	6/30/2023 - 3:47 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the purchase of emulsion sludge thickening polymer to Polydyne, Inc of Riceboro, Georgia in an amount not-to-exceed \$437,400.

WHEREAS, the City needs to contract for the purchase of emulsion sludge thickening polymer; and

WHEREAS, Polydyne, Inc of Riceboro, Georgia submitted the proposal that best fit the City's needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the purchase of emulsion sludge thickening polymer is hereby awarded to Polydyne, Inc of Riceboro, Georgia in an amount not-to-exceed \$437,400.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Emulsion Sludge Thickening Polymer

BID NUMBER: 23-116

OPENING DATE: June 8, 2023

FUNDING: 51151975 520201

RECOMMENDATION: Award the contract to Polydyne, Inc of Riceboro, Georgia in an amount not to exceed \$437,400.

<u>VENDOR NAME</u>	<u>PRICE</u>
Polydyne, Inc	Riceboro, GA

Approved By

Purchasing

Date

6/30/23

Approved By

Dept. Director

Date

6-30-23

Approved By

Budget/CIP

Date

6/30/23

Approved By

Assist. City Administrator/CFO

Date

7/03/2023

City of Davenport

Department: Finance
Contact Info: Brian Schadt | 563-326-7786

Action / Date
7/12/2023

Subject:

Resolution approving an engineering services contract with SOCOTEC Engineering, Inc of Chicago, Illinois in an amount not-to-exceed \$150,000. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

In connection to the 324 North Main Street partial building collapse, the City utilized emergency procurement procedures to retain Socotec Engineering, Inc of Chicago, Illinois. This action both notifies the City Council of the completion of phase I (\$55,000), and provides the approval for the ongoing services required to complete phase II with a total contract amount not-to-exceed \$150,000.

Funding for this purchase is from operating account: 50106610 520296 CONT2.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Engineering Services Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/27/2023 - 2:29 PM
Finance Committee	Merritt, Mallory	Approved	6/27/2023 - 2:35 PM
City Clerk	Admin, Default	Approved	6/29/2023 - 9:45 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving an engineering services contract with SOCOTEC Engineering, Inc of Chicago, Illinois in an amount not-to-exceed \$150,000.

WHEREAS, the City had immediate need for engineering services in connection with the 324 North Main Street partial building collapse; and

WHEREAS, SOCOTEC Engineering Inc of Chicago, Illinois is able to continue providing the needed services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that an engineering services contract with SOCOTEC Engineering, Inc of Chicago, Illinois and the associated payment in an amount not-to-exceed \$150,000 are hereby approved.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



SOCOTEC

June 5, 2023

Brian Schadt
City Engineer
CITY OF DAVENPORT
1200 E 46th Street
Davenport, Iowa 52807

Direct: 563.326.7786
Email: brian.schadt@davenportiowa.com

RE: Work Authorization Agreement
Partial Building Collapse at 324 N. Main Street, Davenport, Iowa (the "Project")

Dear Mr. Schadt:

This shall serve as written authorization from you (the "Client") to SOCOTEC Engineering, Inc. (SEI) for SEI to commence services on the Project. Client has engaged SEI to perform a forensic investigation to attempt to determine the cause and origin of the partial building collapse that occurred at the Project on May 28, 2023.

Client understands and agrees that it is reasonable for payment for services performed by SEI in connection with the Project at SEI's current hourly rates. A copy of SEI's hourly rates is included in this work authorization agreement. Client is aware that SEI has not yet provided it with a proposal for this engagement but will do so in the coming days (unless otherwise requested by the Client). Client agrees to be bound to the terms of this work authorization agreement.

Client may indicate its approval and acceptance of this work authorization agreement by executing it and returning a signed copy to SEI, or in the alternative provide SEI with written confirmation via email of Client's acceptance of this work authorization agreement.

Thank you,

Robert Vecchio
Chief Executive Officer
SOCOTEC Engineering, Inc.

CONSULTANT: SOCOTEC Engineering, Inc.

CLIENT: City of Davenport, Iowa

By:
Name: William D. Bast
Title: Principal, Regional Director - Midwest
Date: June 14, 2023

By:
Name: CORRIN SPIEGEL
Title: CITY ADMINISTRATOR
Date: 5 JUNE 2023

2023 HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. Hourly rates shall increase 5% annually beginning on January 1, 2024:

HOURLY RATES (Portal-to-Portal):

Administrator	\$ 120
Senior Administrator	\$ 130
Assistant Technician	\$ 140
Technician	\$ 175
Assistant Engineer	\$ 175
Senior Technician	\$ 210
Engineer	\$ 240
Lead Engineer	\$ 245
Senior Engineer	\$ 295
Principal Engineer	\$ 330
Senior Principal Engineer	\$ 360
Director	\$ 415
Consulting Engineer	\$ 420
Principal/Officer	\$ 490

To the extent the Project incurs delays SEI may require an adjustment to SEI's level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

TERMS, EXCLUSIONS & CONDITIONS:

- Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
- SEI shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by SEI in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement.
- Payment terms: Invoices will be issued monthly and are due upon receipt. After 30 days, 1½ % per month late fee will be charged. SEI reserves the right to stop work on Projects where invoices remain unpaid for over 60 days. Collection fees, including attorney's fees, if required, will be charged to the Client.
- Reimbursable expenses: are all expenses incurred by SEI in connection with this Project on behalf of the Client and will be marked up by 10%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs.
- Hazardous and Toxic Materials: SEI shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against SEI relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless SEI from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
- Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in Chicago, Illinois unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
- Limitation of Liability: The principals, employees, affiliates, parents and agents of SEI shall in no event be personally liable to the Client or any other third party. In no event shall SEI be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by SEI for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
- Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold SEI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
- Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by certified mail or by hand delivery as follows:

If to the Client: refer to cover page of this work authorization agreement.

If to SEI:
Chief Executive Officer
SOCOTEC Engineering, Inc.
360 Park Avenue South, 15th Floor
New York, New York 10010

10. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. SEI shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from SEI any delay or other damages as a result of the invocation of SEI's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate SEI for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
11. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by SEI.
12. SEI does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
13. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to SEI as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.

City of Davenport

Department: Finance
Contact Info: Brian Schadt | 563-326-7786

Action / Date
7/12/2023

Subject:

Resolution approving the payment to the Waste Commission of Scott County of Davenport, Iowa for tipping fees in an amount not-to-exceed \$500,000. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

In connection to the 324 North Main Street partial building collapse, the City is required to pay landfill tipping fees associated with the threat structure removal process.

This action both notifies the City Council of the portion of the purchase occurring under the City's emergency purchase provisions and approves additional expenses moving forward.

Funding for this purchase is from operating account: 50106610 520296 CONT2.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/27/2023 - 2:28 PM
Finance Committee	Merritt, Mallory	Approved	6/27/2023 - 2:29 PM
City Clerk	Admin, Default	Approved	6/29/2023 - 9:45 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the payment to the Waste Commission of Scott County of Davenport, Iowa for tipping fees in an amount not-to-exceed \$500,000.

WHEREAS, the City had immediate need for removal of the threat structure resulting from the partial building collapse located at 324 North Main Street; and

WHEREAS, the Waste Commission of Scott County of Davenport, Iowa was and is able to continue providing the needed services through an existing agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the payment to the Waste Commission of Scott County of Davenport, Iowa for tipping fees in an amount not-to-exceed \$500,000 is hereby approved.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance

Contact Info: Tiffany Thorndike | 563-888-2066

Action / Date

7/12/2023

Subject:

Resolution establishing the date and times for the annual Halloween parade and trick-or-treating as Sunday, October 29, 2023 at 2:00 p.m. and Tuesday, October 31, 2023 5:30 p.m. - 7:30 p.m., respectively. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An early declaration of the date and time for the annual Halloween parade allows the parade coordinator, public safety staff, entries, and volunteers to plan and schedule.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/27/2023 - 10:14 AM
Finance Committee	Merritt, Mallory	Approved	6/27/2023 - 10:14 AM
City Clerk	Admin, Default	Approved	6/29/2023 - 9:46 AM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION establishing the date and times for the annual Halloween parade and trick-or-treating as Sunday, October 29, 2023 at 2:00 p.m., and Tuesday, October 31, 2023 5:30 p.m. – 7:30 p.m., respectively.

WHEREAS, an early declaration of the annual Halloween parade assists the parade coordinator, public safety staff, entries, and volunteers to plan and schedule.

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

1. the City of Davenport's annual Halloween parade will begin at 2:00 p.m. on Sunday, October 29th, 2023; and
2. trick-or-treat hours will be 5:30 p.m. to 7:30 p.m. on Tuesday, October 31st, 2023.

Passed and approved this 12th day of July, 2023.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Chad Dyson | 563-326-7815

Action / Date
7/12/2023

Subject:

Motion awarding a five-year contract for the Parks and Recreation Management Software to RecDesk, LLC of Middletown, Connecticut in the amount of \$87,500. [All Wards]

Recommendation:

Pass the Motion.

Background:

A Request for Proposals was issued on March 29, 2023 and sent to vendors. On May 1, 2023, the Purchasing Division opened and read eight (8) proposals. See attached tabulation. RecDesk, LLC of Middletown, Connecticut has the best proposal that met the City's need and is recommended for the award.

The proposals were evaluated by an evaluation committee of staff members from the Parks and Recreation Department and the Information Technology Department. The criteria used for the evaluations were: 1) Company experience with similar project/program/organization – 35%, 2) Pricing – 35%, 3) Overall Proposal – 20%, and 4) Feedback from references provided – 10%.

The purpose of this project is for a qualified Parks and Recreation Management Software firm to provide a comprehensive management software platform for parks, recreation facilities, and programs. The Davenport Parks and Recreation Department is seeking this opportunity to find software to support better business processes, find opportunities for process improvement, better support staff in the delivery of parks and recreation management, take advantage of best practices, and improve customer experience efficiencies.

This project will be funded by account 79023675 560530 CIP #67013.

ATTACHMENTS:

Type	Description
Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2023 - 4:38 PM

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: Parks and Recreation Management Software

BID NUMBER: 23-97

OPENING DATE: May 1, 2023

FUNDING: 79023675 560530 67013

RECOMMENDATION: Award a five-year contract to RecDesk, LLC of Middletown, Connecticut in the amount of \$87,500.

<u>VENDOR NAME</u>	<u>PRICE</u>
RecDesk, LLC	Middletown, CT
CivicPlus	Manhattan, KS
Vermont Systems	Essex Junction, VT
Univerus	Port Moody, BC
Active Network, LLC	Plano, TX
Xplor Recreation	Burnaby, BC
CommunityPass	Ridgewood, NJ
DaySmart Recreation	Ann Arbor, MI

Approved By  6/28/23
Purchasing Date

Approved By  d Dyson 6-28-23
Dept. Director Date

Approved By  6-28-23
Budget/CIP Date

Approved By  06/29/2023
Assist. City Administrator/CFO Date

City of Davenport

Department: Finance

Contact Info: Mallory Merritt | 563-326-7792

Action / Date

7/12/2023

Subject:

Motion authorizing payment to Visit Quad Cities for FY 2024 tourism/marketing services in an amount not-to-exceed \$375,000. [All Wards]

Recommendation:

Pass the Motion.

Background:

The City of Davenport has contributed funding to Visit Quad Cities for many years for tourism, marketing, and promotions. Since the payment exceeds the \$50,000 staff approval level, City Council approval is necessary. The funding source is Hotel/Motel tax.

Payments will be disbursed at the direction of the Finance Director.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2023 - 4:39 PM

City of Davenport

Department: Finance

Contact Info: Mallory Merritt | 563-326-7792

Action / Date

7/12/2023

Subject:

Motion authorizing payment to the Bi-State Regional Commission for FY 2024 membership dues in the amount of \$57,983. [All Wards]

Recommendation:

Pass the Motion.

Background:

The City of Davenport has been a member of the Bi-State Regional Commission for many years, utilizing their planning services related to economic development and transportation programming as well as joint purchasing services for many goods the City purchases including paper and janitorial items. Since this payment exceeds the \$50,000 staff approval level, City Council approval is necessary. The funding source is General Fund.

REVIEWERS:

Department

Reviewer

Action

Date

Finance

Admin, Default

Approved

6/29/2023 - 4:39 PM