COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, June 15, 2022; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

REVISED JUNE 14, 2022

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 vacated public right-of-way known as a portion of the alleyway in Block 1 of A.M. Cooks Addition lying between Boies Avenue and Rockingham Road (The Overland Group, Petitioner). [Ward 1]

2. Public Hearing for Case CP22-01 being the request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. [Ward 6]

3. Public Hearing on the Annual Action Plan for Year 48 (July 1, 2022 - June 30, 2023) for the CDBG and HOME Programs. [All Wards]

B. Public Works

1. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project, CIP #35054. [Ward 2]

2. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Retaining Wall Replacement project at 510 West 6th Street, CIP #28031. [Ward 3]

3. Public Hearing on the plans, specifications, and estimate of cost for the FY 2023 50/50 Cost Share Stream Bank Stabilization Program, CIP #33041. [Ward 2]

4. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Best Management Practices Parks projects, CIP #33041. [Wards 2, 7, & 8]

5. Public Hearing on the plans, specifications, form of contract, and estimate of

cost for the State Revolving Fund Duck Creek Golf Course Wetland project, CIP #33041. [Ward 6]

C. Finance

1. Public Hearing on the proposed issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023. [All Wards]

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Second Consideration: Ordinance for Case REZ22-03 being the request of the City of Davenport on behalf of VSM Holdings, LLC to rezone the west 100 feet of Lot 2 of Pheasant Ridge First Addition from R-2 Single-Family Residential District to C-3 General Commercial District. [Ward 6]
2. Second Consideration: Ordinance for Case ROW22-03 being the request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]
3. Resolution authorizing the conveyance of the vacated public right-of-way known as a portion of the alleyway in Block 1 of A.M. Cooks Addition lying between Boies Avenue and Rockingham Road (The Overland Group, Petitioner). [Ward 1]
4. Resolution approving Case CP22-01 being the request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. [Ward 6]
5. Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 324 Main Street – The Davenport Project. [Ward 3]
6. Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 311 West 3rd Street – Dorothea Project. [Ward 3]
7. Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 628 Harrison Street – Raphael's Emporium Project. [Ward 3]
8. Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 307 West 6th Street – Roosevelt Project. [Ward 3]
9. Resolution providing preliminary approval for economic development assistance through tax increment financing to Fair Oaks Farms, LLC doing business as Fair Oaks Foods for the construction of a state-of-the-art food production facility located at

2951 Enterprise Way. [Ward 8]

STAFF REQUESTS SUSPENSION OF THE RULES TO VOTE LATER ON THIS AGENDA.

10. Motion approving the Annual Action Plan for Year 48 (July 1, 2022 - June 30, 2023) for the CDBG and HOME Programs, and authorizing the City Administrator or her designees to sign necessary documents and agreements. [All Wards]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Maria Dickmann, Vice Chair

III. PUBLIC SAFETY

1. First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled “No Parking” by adding Christie Street along the west side from Locust Street to Kirkwood Boulevard. [Ward 5]

2. First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled “No Parking” by adding various streets along the odd-numbered addresses in Prairie Heights Subdivision. [Ward 8]

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

   Brandelyn Avants; Graduation Party; 906 Northbrook Drive; Saturday, June 25, 2022 6:30 a.m. - 11:00 p.m.; **Closure:** Northbrook Drive from Mount Vernon Drive to 916 Northbrook Drive. [Ward 7]

   Andrew Kaufman; Oak Street 4th of July Block Party; 4415 North Oak Street; Sunday, July 3, 2022 3:00 p.m. - 11:00 p.m.; **Closure:** Oak Street from West 43rd Street to West 45th Street. [Ward 2]

   Tim Shea; Belle Court 4th of July Block Party; 6123 Belle Court; Monday, July 4, 2022 10:00 a.m. - 10:00 p.m.; **Closure:** Belle Court from East 61st Street to Parkview Lane. [Ward 8]

   Beertini's; Fundraiser; 3803 Rockingham Road; Sunday, July 10, 2022 2:00 p.m. - 10:00 p.m.; **Closure:** South Gayman Avenue from Rockingham Road south to just north of the alley. [Ward 1]

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

   Southeast Little League; End of Season Picnic; Prairie Heights Park | 5600 Eastern Avenue; Friday, June 24, 2022 approximately 8:45 p.m. for 10-15 minutes; Fireworks, over 50 dBA. [Ward 8] **PENDING FIRE DEPARTMENT APPROVAL AND INSPECTION**

   Brandelyn Avants; Graduation Party; 906 Northbrook Drive; Saturday, June 25, 2022

4:00 p.m. - 11:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 7]

Yoshi's Bar and Filipino Canteen; The Egg Drop at Yoshi's; 831 West 3rd Street; Saturday, June 25, 2022 and Saturday, July 30, 2022 7:00 p.m. - 1:00 a.m.; Outdoor music/band, over 50 dBA. [Ward 3]

Tim Shea; Belle Court 4th of July Block Party; 6123 Belle Court; Monday, July 4, 2022 10:00 a.m. - 10:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 8]

Coffee House; Brian Skow & Sons; 1315 Jersey Ridge Road; Saturday, July 9, 2022 5:00 p.m. - 8:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 5]

CASI; Rock the Lot; 1035 West Kimberly Road; Saturday, July 16, 2022 4:30 p.m. - 12:00 a.m.; Outdoor music/band, over 50 dBA. [Ward 7]

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 30, 2022 9:00 a.m. - 10:30 p.m.; Outdoor music/bands, over 50 dBA. [Ward 5]

Dam View Inn; Bix Party; 410 East 2nd Street; Saturday, July 30, 2022 10:00 a.m. - 11:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 3]

5. Motion approving beer and liquor license applications.

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

Ward 3

Palmer College of Chiropractic (Palmer College Foundation) - 1000 Brady Street - Temporary License with Outdoor Service - September 14-18 - License Type: Beer/Wine

Palmer College of Chiropractic (Palmer College Foundation) - 1005 Brady Street – Temporary License with Outdoor Service - September 14-18 - License Type: Beer/Wine

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

Ward 1

Casey's General Store #2077 (Casey's Marketing Company) - 3700 West Locust Street - License Type: Class B Liquor

Ward 4

Washington St Mini Mart (Nazar, LLC) - 1601 Washington Street - License Type: Class E Liquor

Ward 6

New Ground Theatre (New Ground Theatre) - 2113 East 11th Street - License Type: Class C Liquor

Ward 7

Chuck E Cheese's #957 (CEC Entertainment, LLC) - 903 East Kimberly Road - License Type: Beer/Wine

Ward 8

Save More Super Market (Guru Nanak Food Mart) - 6723 Northwest Boulevard - License Type: Class E Liquor

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

C. Request for exemptions for 19- and 20-year-olds on-premises:

Ward 3

Varieties Nightclub (Newman's Arcade & Amusement, LLC) - 822 West 2nd Street - Event with Outdoor Area July 1-2 - License Type: Class C Liquor

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

V. PUBLIC WORKS

1. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project, CIP #35054. [Ward 2]
2. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Retaining Wall Replacement project at 510 West 6th Street, CIP #28031. [Ward 3]
3. Resolution approving the plans, specifications, and estimate of cost for the FY 2023 50/50 Cost Share Stream Bank Stabilization project, CIP #33041. [Ward 2]
4. Resolution approving the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Best Management Practices Parks projects, CIP #33041. [Wards 2,7, & 8]
5. Resolution approving the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Duck Creek Golf Course Wetland project, CIP #33041. [Ward 6]
6. Resolution authorizing the submission of a grant application to the State Recreational

Trails (SRT) Program for the construction of the Nahant Marsh Trail System project. [Ward 1]

7. Resolution awarding a contract for the manufacture and installation of two generator heat recovery/silencer units at the Water Pollution Control Plant to Altorfer Inc of Cedar Rapids, Iowa in the amount of $269,994. [Ward 1]
8. Resolution awarding a contract for the Fire Station 3 project to Tricon General Construction of Dubuque Iowa, in the amount of $10,784,000, CIP #63012. [Ward 7]
9. Resolution awarding a contract for paratransit and other transit services to River Bend Transit of Davenport, Iowa. [All Wards]
10. Resolution awarding a contract for the West 7th Street (Taylor Street to Washington Street) Inflow and Infiltration Removal project to Hawkeye Sewer & Water Construction of Bettendorf, Iowa in the amount of $267,898, CIP #30057. [Ward 3]
11. Resolution approving Change Order #1 to the Goose Creek Trail Phase II project with Midwest Concrete, Inc of Peosta, Iowa in the amount of $378,670, CIP #28019. [Wards 7 & 8]
12. Motion ratifying Change Orders #1 & #2 with CDMI Concrete Contractors of Port Byron, Illinois for the Jackson Avenue (Clark Street to Farragut Street) Overlay and Intersection Reconstruction project in the amount of $52,348.20, CIP #35054. [Ward 1]
13. Motion awarding a contract for the West 69th Street and Jebens Avenue Resurfacing project to Langman Construction, Inc of Rock Island, Illinois in the amount of $98,039.25, CIP #35054. [Ward 8]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Derek Cornette, Vice Chair

VII. FINANCE

1. Resolution making provision for the issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023. [All Wards]
2. Resolution approving an agreement with the Humane Society of Scott County for animal protection services. [All Wards]
3. Resolution naming the City park on North Marquette Street as Robin Creek Park. [Ward 7]
4. Resolution approving the renewal of general and auto liability, property, and workers' compensation insurance, as well as related professional services for FY 2023 with multiple insurance companies in the amount of $1,725,999. [All Wards]
5. Resolution approving a 28D Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport schools. [All Wards]
6. Resolution awarding a contract for architectural and engineering services for the Main

Street Landing | Destination Play Area project to Sasaki Associates, Inc of Denver, Colorado in an amount not-to-exceed $761,815, ARP #12. [Ward 3]

7. Resolution adopting the Internal Revenue Service mileage rate to reimburse employees for use of a personal vehicle for City business. [All Wards]
8. Motion approving the purchase of fiber vaults for 53rd Street Phase II from Graybar Electric Company Inc of Davenport, Iowa in the amount of $77,108.50, CIP #67007. [Wards 6 & 8]
9. Motion approving the renewal of a facility management agreement for the RiverCenter and Adler Theater through August 31, 2026 with VenuWorks, Inc of Ames, Iowa. [Ward 3]

VIII. Motion recommending discussion or consent for Finance items

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

1. Iowa Lead Safety | lead abatement contractor training | Amount: $10,450
2. Thermo King Sales & Service | Transit parts | Amount: $11,530.37
3. Shive-Hattery | Nobis Drive slide investigation | Amount: $14,000
4. Spencer & Company | trailer for Sewer Division | Amount: $16,000
5. Holst Trucking & Excavating | 405 South Farragut demolition | Amount: $18,800
6. Graybill Communications | equipment on Explorers for PD | Amount: $21,000
7. Acorn Farms Inc | trees | Amount: $23,436
8. Johnson Hauling & Excavating | demolition of three properties | Amount: $38,400
9. TAG Communications | RiverCenter/Adler Theatre website redesign | Amount: $44,200

X. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to vote on the following item.
2. Resolution providing preliminary approval for economic development assistance through tax increment financing to Fair Oaks Farms, LLC doing business as Fair Oaks Foods for the construction of a state-of-the-art food production facility located at 2951 Enterprise Way. [Ward 8]

XI. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business not appearing on this agenda. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the Council cannot take action on any complaint or suggestions tonight, and cannot respond to any allegations at this time.

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

XII. Reports of City Officials

XIII. Adjourn

City of Davenport

Department: Legal
Contact Info: Brian Heyer | 563-326-7735

Action / Date
6/15/2022

Subject:
Public Hearing on the proposed conveyance of vacated public right-of-way known as a portion of the alleyway in Block 1 of A.M. Cooks Addition lying between Boies Avenue and Rockingham Road (The Overland Group, Petitioner). [Ward 1]

Recommendation:
Hold the Hearing.

Background:
The Overland Group (Dollar General) would like to acquire and incorporate this vacated public right-of-way into a new Dollar General store development on Rockingham Road. Conveyance will be subject to existing utilities and easements.

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	6/9/2022 - 1:19 PM

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **6/15/2022**

Subject:
Public Hearing for Case CP22-01 being the request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. [Ward 6]

Recommendation:
Hold the Hearing.

Background:
The City of Davenport has received increasing development interest in the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. Given the adjacent residential development in Bettendorf and the surrounding area, the City is initiating this amendment to better prepare for future development of this substantial growth area.

Davenport's Future Land Use Map currently identifies this area as Urban Fringe. This land use designation is intended for "areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time." In addition, the subject area is outside the 2035 Urban Service Boundary.

The City is required to amend the existing land use before any development can occur. Once a future land use category is assigned to the area, then the property can be subdivided and rezoned in smaller sections as development occurs. The land is currently zoned S-AG Agricultural District, which is intended to address existing agricultural land uses. The property owner is interested in selling 50 acres on the eastern edge of the site to continue the residential subdivision in Bettendorf.

Based on initial conversations with the property owner, the intention is to develop the area from east to west. The first phase of development is to expand the Forest Grove Crossing subdivision in Bettendorf into Davenport.

The Plan & Zoning Commission reviewed Case CP22-01 at its May 31, 2022 meeting and have recommended approval (8-0) with the following findings:

Findings:

1. The proposed future land use amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes orderly development that protects the public health, safety, and welfare of the City.
3. The amendment identifies land for current and future development through the extension of the urban service boundary.

A staff report has been attached with a full analysis.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Resolution & Map
🗋	Backup Material	Staff Report
🗋	Backup Material	Maps

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Thorndike, Tiffany	Approved	6/10/2022 - 1:56 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION for Case CP22-01 being the request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the city limit to the east.

WHEREAS, The Davenport +2035 Future Land Use Map shall be amended from "Urban Fringe" to "Residential General" and "Open Space & Public Land" as depicted in the attached Future Land Use Map Amendment.

WHEREAS, the Urban Service Boundary shall be expanded to encompass the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the city limit to the east.

WHEREAS, At its May 31, 2022 meeting, the City Plan and Zoning Commission voted to forward Case CP22-01 to the City Council with a recommendation for approval in accordance with the listed findings.

Findings:

1. The proposed future land use amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes orderly development that protects the public health, safety, and welfare of the City.
3. The amendment identifies land for current and future development through the extension of the urban service boundary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that this amendment to the Future Land Use Map of the Davenport Comprehensive Plan is hereby approved and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution as required by law.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT
IOWA | USA

Davenport +2035
Future Land Use Map Amendment



City of Davenport
Plan & Zoning Commission-Staff Report
May 31, 2022

Case CP22-01: Request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the city limit to the east. [Ward 6]

Discussion:
The City of Davenport has received increasing development interest in the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. Given the adjacent residential development in Bettendorf and the surrounding area, the City is initiating this amendment to better prepare for future development of this substantial growth area.

Davenport's Future Land Use Map currently identifies this area as Urban Fringe. This land use designation is intended for "areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time." In addition, the subject area is outside the 2035 Urban Service Boundary.

The City is required to amend the existing land use before any development can occur. Once a future land use category is assigned to the area, then the property can be subdivided and rezoned in smaller sections as development occurs. The land is currently zoned S-AG Agricultural District, which is intended to address existing agricultural land uses. The property owner is interested in selling 50 acres on the eastern edge of the site to continue the residential subdivision in Bettendorf.

Based on initial conversations with the property owner, the intention is to develop the area from east to west. The first phase of development is to expand the Forest Grove Crossing subdivision in Bettendorf into Davenport.

Comprehensive Plan:
Within Existing Urban Service Area: No
Within Urban Service Area 2035: No

Future Land Use Designations:
The Davenport +2035 Land Use Plan Update can be found online using the following link: at https://www.davenportiowa.com/common/pages/DisplayFile.aspx?itemId=13273690

The subject area is designated Urban Fringe in the Davenport +2035 Land Use Map. The following are future land use categories:

1. **Agricultural Reserve (AR)** – Areas located outside the Urban Service Area and unlikely to develop in the foreseeable future. Uses should be limited to agriculture and open space, with only limited residential development needing minimal urban services.
2. **Urban Fringe (UF)** – Areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time.
3. **Open Space / Public Land (OS)** - Includes undeveloped open space, natural areas, floodplains and wetlands that may be or may not be planned for future park and recreation development.

4. **Parks and Recreation (PR)** - Designates major developed parks, recreation areas, golf courses, cemeteries, etc. Park or recreation properties can be located in any zoning district. Smaller parks may not appear on the map because of the more general nature and scale of the map. But, it is implied in Residential General (RG) that small neighborhood parks are included.
5. **Residential General (RG)** - Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.
6. **Urban Corridor (UC)** - Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.
7. **Commercial Corridor (CC)** – Well-established corridors located along high-volume major streets dominated by retail and office uses that serve the greater community. Development is generally newer and redevelopment is not anticipated within the 20 year planning horizon. Improvements should focus on façade and site improvements, including pedestrian circulation systems and consolidated/updated signage.
8. **Commercial Node (CN)** - Clusters of generally more intense uses found either along existing Urban Corridors or along or at the intersection of major streets in newly developed areas. CN areas may contain commercial uses somewhat more intense than uses found elsewhere on Urban Corridors, as well as higher density residential uses and office and service businesses. CN should serve a population of about 5000 people within 1/2 mile. Ideally, CN areas should be architecturally integrated, and designed to serve all modes of transportation. Pedestrian connections to the neighborhoods they serve are important. Therefore, master planning and customized zoning provisions for new CN areas should occur before development or redevelopment occurs.
9. **Regional Commercial (RC)** – Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.
10. **Civic / Institutional (CI)** – Reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside of the Downtown (DT).
11. **Industry (I)** - Designates areas devoted to manufacturing, assembly/fabrication, warehousing and distribution, research and technological innovation centers, and associated commercial/office uses developed at a scale as to warrant access to good transportation networks and separation or buffering from residential uses.

12. **Downtown (DT)** – the original center of the City, marked by historical buildings, regional cultural attractions, large scale single-purpose or mixed-use developments, government or institutional centers. Development in DT shall be governed by detailed design guidelines marked by high quality design and building materials, set in an environment that is supportive of all transportation modes, including pedestrian.

Zoning:
The subject area is currently zoned S-AG Agricultural District. This zoning classification is intended to address existing agricultural land uses. The standards of the S-AG District promote the continuation of farming, and protect agricultural land uses from encroachment of incompatible developments.

Technical Review:
Planning staff has solicited feedback from the City of Bettendorf, the school district, and utility companies to determine the urban services required to facilitate development of this substantial growth area. Outside agencies will continue to be notified as development occurs within this growth area. Below are initial comments from City departments:

- **Zoning:** The property is currently zoned S-AG Agricultural District. Planning staff anticipate the site will largely develop as residential, with some limited commercial near the intersection of Utica Ridge Road and Forest Grove Drive. Since the site is over 200 acres, rezoning the property will occur in increments as development occurs.
- **Streets:** Forest Grove Drive/Veterans Memorial Parkway is intended to serve as a major east-west arterial street with limited traffic signals and intersections. The speed of travel is intended to remain at its current 40 mph. Engineering staff will require access points to Forest Grove Drive to align with the existing road network to the south (Somerset Road, Golf Course Road, and Eagle Ridge Road). Access to Utica Ridge Road will be limited due to Iowa DOT requirements related to distances allowed from highway overpasses. In addition, Charissa's Place in Bettendorf will also be extended from the residential subdivision in Bettendorf, westward into Davenport. However, additional details will be established during the development process.
- **Sewer:** There is an existing public sanitary sewer on the eastern portion of the site serving the I-80 Rest Stop. The sanitary sewer is sized to accommodate development in this area. Additional sanitary sewer can be extended north along Utica Creek.
- **Parks and Recreation:** The City of Davenport Parks and Recreation Comprehensive Plan identified this portion of the city as deficient in park land, particularly neighborhood and community parks. With anticipated residential development, additional park space and trail connectivity should be prioritized. Neighborhood parks typically require 5-10 acres of land, while community parks need 20-30 acres.
- **Police & Fire:** Emergency services will be notified throughout the planning process to ensure resources can be made available to accommodate response times and public safety.
- **Education:** The subject area is within the Bettendorf Community School District.

Staff Recommendation
- **Urban Service Boundary:** Expand the Urban Service Boundary to encompass the entirety of the growth area. The service boundary will include all land south of I-80 and to the eastern municipal limit.
- **Residential General:** Given the development of Forest Grove Crossings in Bettendorf, there is development interest to continue residential neighborhoods between the interstate and Forest

Grove Road. Residential General does accommodate limited neighborhood commercial development and future parkland.

- **Open Space & Public Land:** Establish a 100' buffer around Utica Creek. This is consistent with other creek systems throughout the city. Utica Creek does not contain any mapped floodplain through the subject area. However, its preservation will protect a natural feature, prevent flooding, and provide a future amenity for recreation.
- **Future Commercial Node:** Commercial development will be directed towards the intersection of Utica Ridge Road and Forest Grove Drive. Neighborhood compatible commercial services clustered around this intersection can provide amenities to local residents.

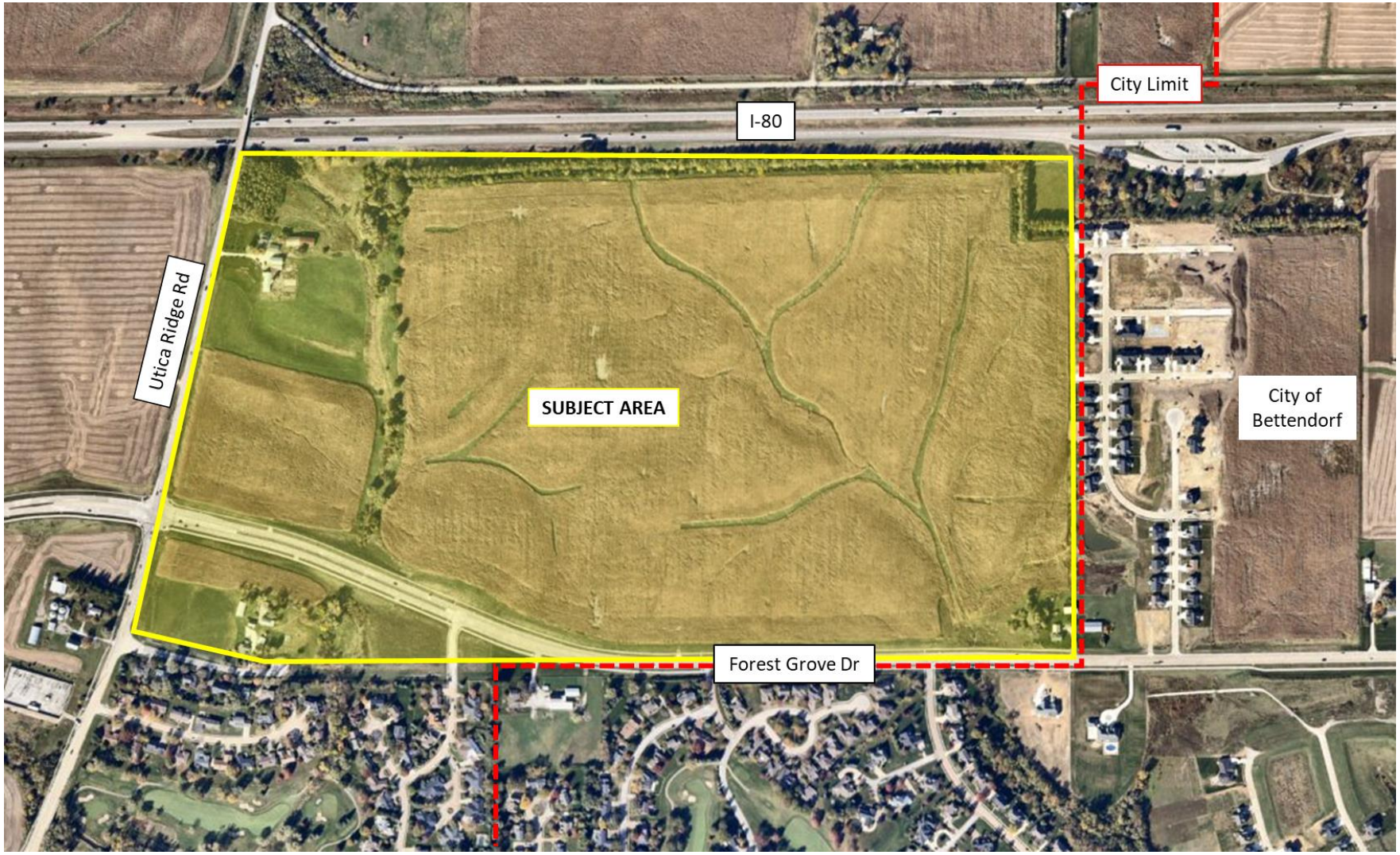
Public Input:
A public hearing notice was published in the Quad City Times notifying residents of the May 17, 2022 Plan and Zoning Commission Public Hearing.

City staff met with the ownership group and interested developer on April 28, 2022. Staff outlined the process to have the eastern portion of the site developed, which includes a Future Land Use Map amendment, rezoning, and subdivision plat.

Staff will apprise the Commission of any additional correspondence at the May 31, 2022 Plan and Zoning Commission meeting.

Vicinity Map

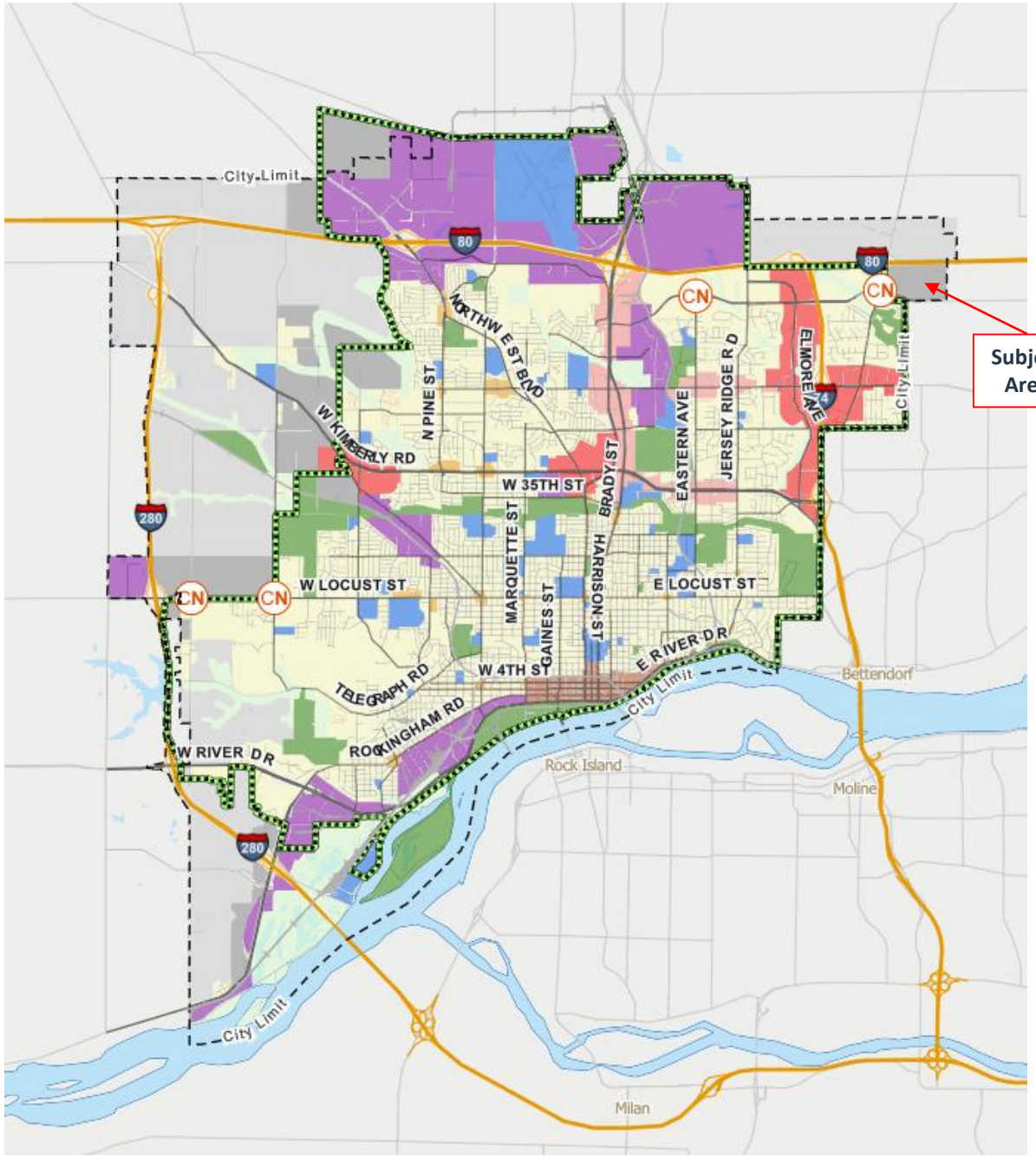
DAVENPORT
IOWA | USA



Davenport +2035 Future Land Use Map

Land Use+2035

- Urban Corridor
- Commercial Node
- Regional Commercial
- Commercial Corridor
- Residential General
- Civic and Institutional
- Downtown
- Industry
- Parks and Recreation
- Open Space and Public Land
- Urban Fringe
- Agricultural Reserve



Davenport +2035
Future Land Use Map

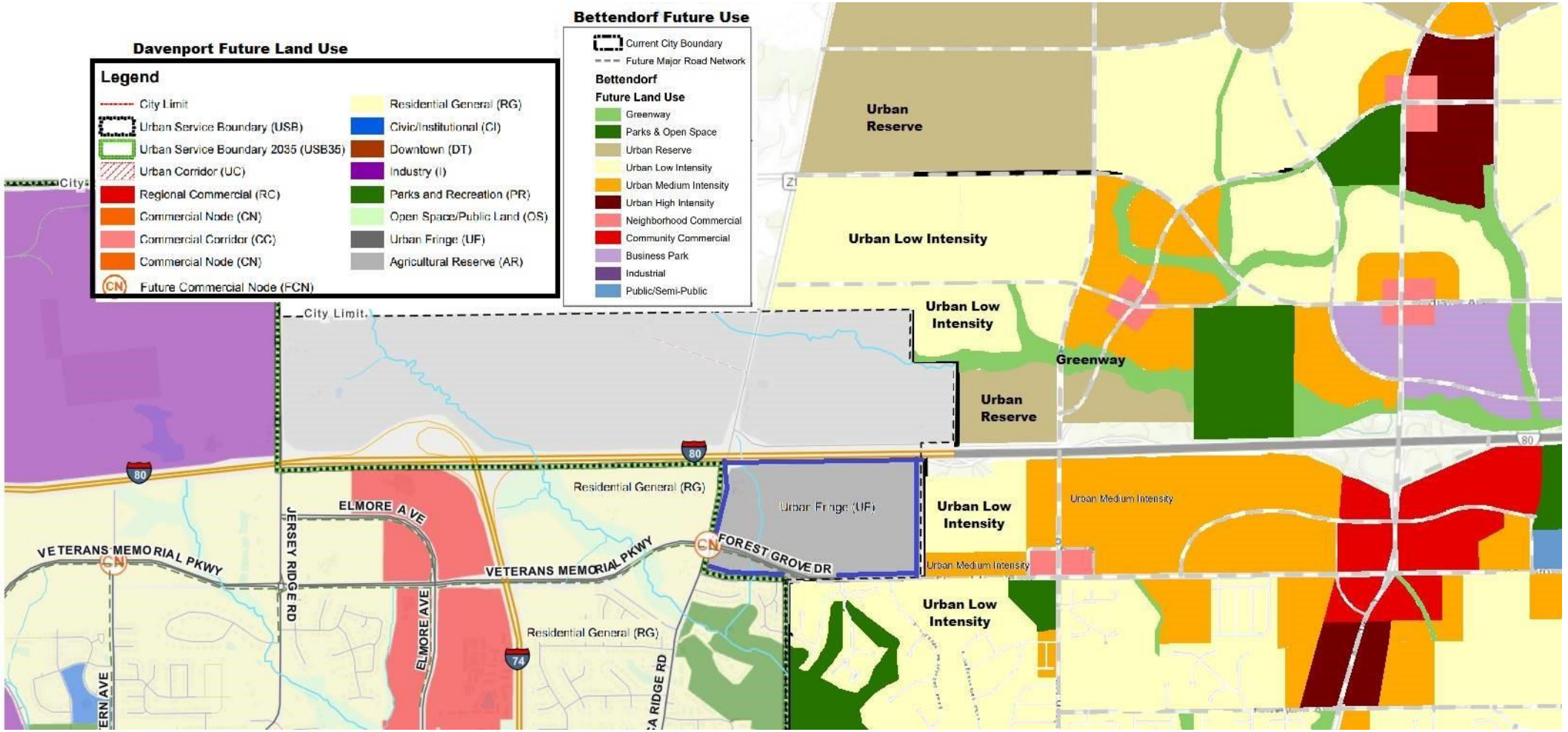
DAVENPORT
IOWA | USA

Existing Land Use:

Urban Fringe (UF) – Areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time.



Davenport & Bettendorf
Future Land Use Maps



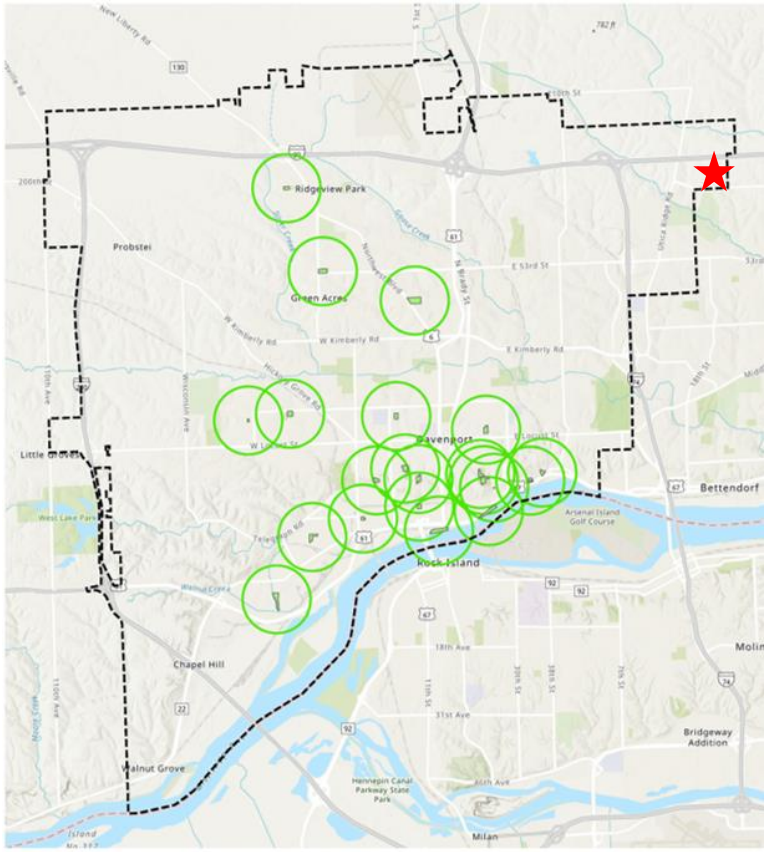
Zoning Map

DAVENPORT
IOWA | USA



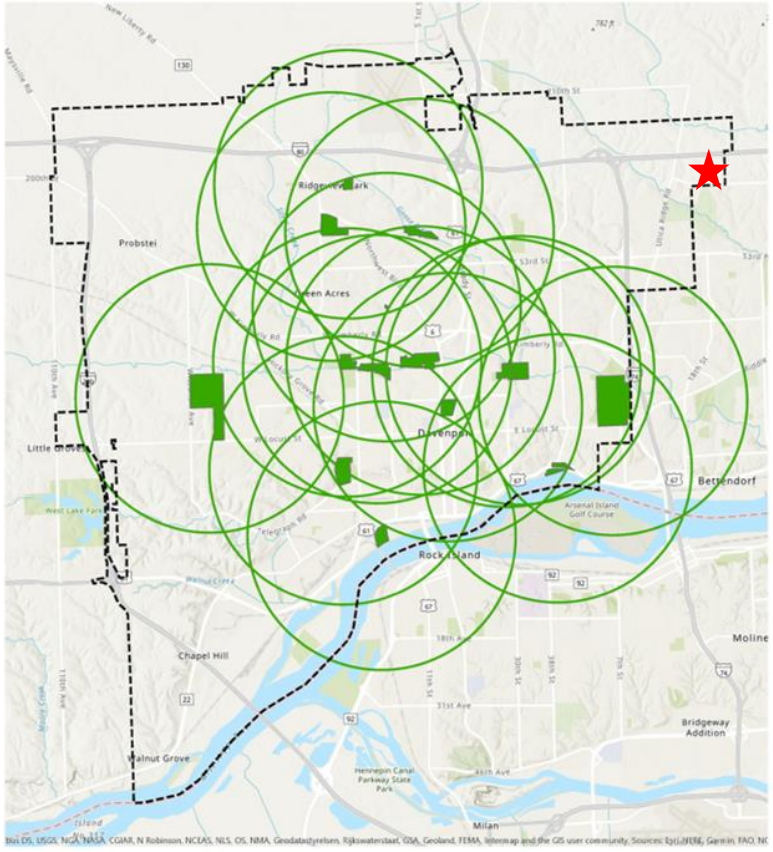
Parks & Recreation

DAVENPORT
IOWA | USA



LOS: NEIGHBORHOOD PARKS

Neighborhood park distribution shows a concentration of neighborhood parks in the oldest neighborhoods with fewer parks in newer neighborhoods and undeveloped areas within the city limits. Service radius overlap in the older neighborhoods illustrates there is more than adequate facilities in those areas but the overall neighborhood service level is low elsewhere.

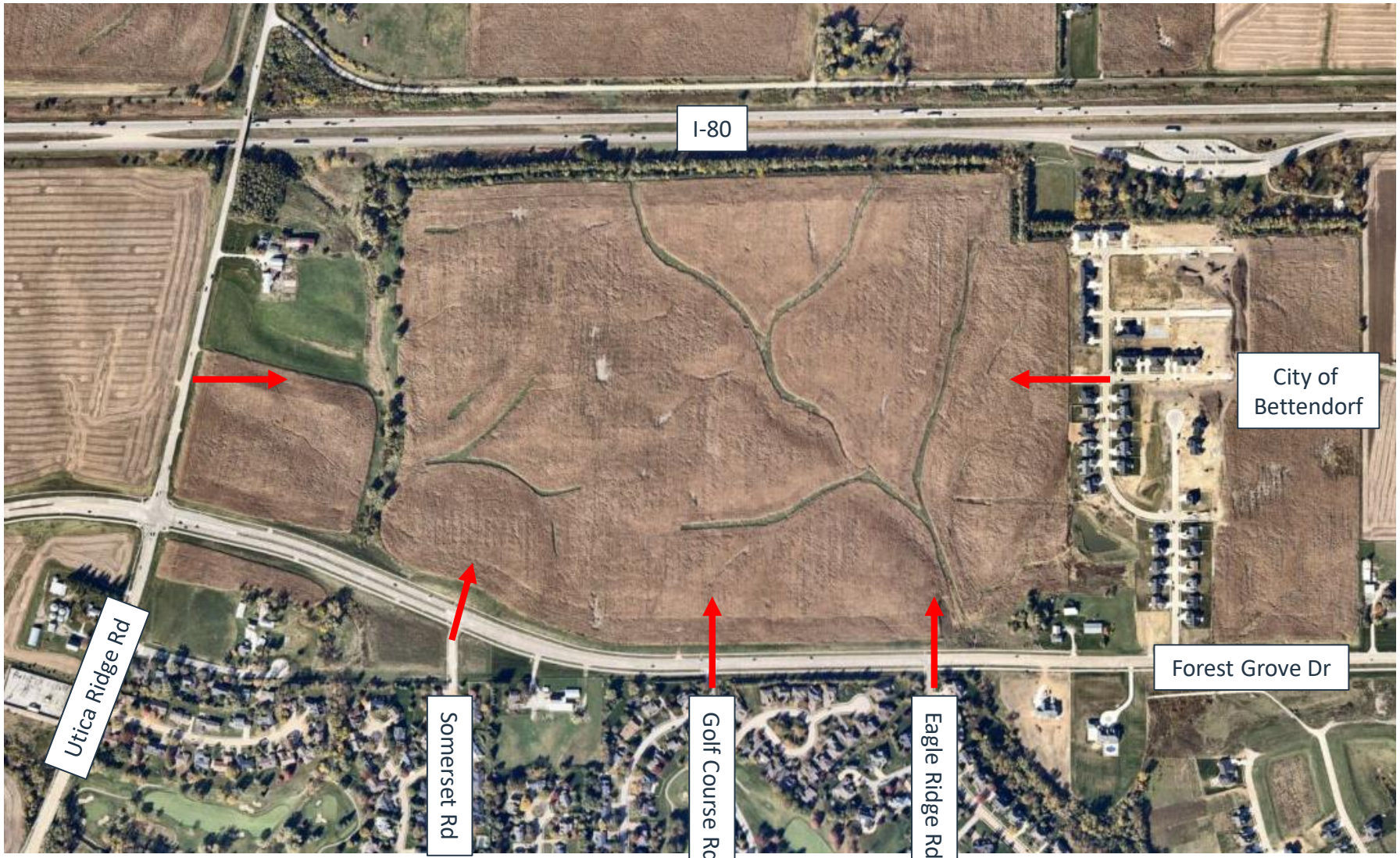


LOS: COMMUNITY PARKS

Community park distribution show several community scale parks within the city limits with considerable overlap in their service radius. The Duck Creek corridor, running east and west, features five parks of significant size. This map illustrates a lack of community park facilities in the northwest, northeast and southwest corners of the city.

Street Connections

DAVENPORT
IOWA | USA



City of Davenport

Department: Community Development Committee **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **6/15/2022**

Subject:
Public Hearing on the Annual Action Plan for Year 48 (July 1, 2022 - June 30, 2023) for the CDBG and HOME Programs. [All Wards]

Recommendation:
Hold the Hearing.

Background:
Each year, the City must submit an Annual Action Plan (AAP) to the Department of Housing and Urban Development (HUD), which is required to receive Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. This plan will cover the city fiscal year from July 1, 2022 through June 30, 2023, which is the third year of the City's current Five Year Consolidated Plan.

The AAP identifies the local objectives to be addressed, which were approved by Council at the January 12, 2022 meeting. The draft Annual Action Plan is available for public comment from May 30, 2022 through June 30, 2022. Pre-award costs for grant administration activities only will be utilized after the completion of the public comment period and until the authority to use grant funds is received per HUD CPD-Notice 22-05.

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	6/9/2022 - 8:52 AM

City of Davenport

Department: Public Works - Engineering
Contact Info: Brian Schadt | 563-326-7734

Action / Date
6/15/2022

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project, CIP #35054. [Ward 2]

Recommendation:
Hold the Hearing.

Background:
This project will remove and replace the existing concrete pavement on West 43rd Street between Lincoln Avenue and Linwood Avenue with new concrete pavement, subbase and subdrains. Work will be completed during the fall of 2022.

Funding is available through CIP #35054. The estimated project cost is $550,000.

ATTACHMENTS:

Type	Description
Backup Material	Notice of Hearing-43rd St Reconstruction

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 12:40 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 12:40 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 2:50 PM

Notice of Hearing

on Proposed Plans, Specifications, and Proposed Contract for the

Central Park Reconstruction Project from Lincoln to Cedar Street

Notice is hereby given that at 5:30 P.M., on Wednesday June 1st, 2022 at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on the proposed plans, specifications, and form of contract which the City Council has caused to be filed with the City Clerk of the City of Davenport, Iowa, and on the cost and necessity of the above project in the City of Davenport, Iowa.

At said hearing any interested person may file written objection or comments with respect to the proposed plans, specifications, form of contract or cost of and necessity for such improvements and may be heard orally with respect thereto. PO: 2209642

Brian Krup,
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering
Contact Info: Brian Schadt | 563-326-7734

Action / Date
6/15/2022

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Retaining Wall Replacement project at 510 West 6th Street, CIP #28031. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
This project will remove and replace the existing deteriorated retaining wall in the alley behind 510 West 6th Street. The alley is currently closed due to the condition of the wall. This wall lies within the Hamburg Local Landmark Historic District and as such has been reviewed by the Historic Preservation Committee (HPC). The specified wall blocks resemble the original material as close as is possible and have been approved by the HPC. The existing wall material will be salvaged as much as possible for future use. Construction will be completed during the fall of 2022.

Funding is available through CIP #28031. The estimated project cost is $145,000.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Notice of Hearing-510 W 6th Retaining Wall

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 12:39 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 12:39 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 2:50 PM

Notice of Hearing

on Proposed Plans, Specifications, and Proposed Contract for the

Retaining Wall Replacement Project in the Alley bewteen the 500 Blocks of 6th and 7th Streets Behind 510 West 6th Street

Notice is hereby given that at 5:30 P.M., on Wednesday June 15, 2022 at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on the proposed plans, specifications, and form of contract which the City Council has caused to be filed with the City Clerk of the City of Davenport, Iowa, and on the cost and necessity of the above project in the City of Davenport, Iowa.

At said hearing any interested person may file written objection or comments with respect to the proposed plans, specifications, form of contract or cost of and necessity for such improvements and may be heard orally with respect thereto. PO #: 2209641

Brian Krup,
Deputy City Clerk
Publish on June 7, 2022

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Amy Kay | 563-327-5160 **6/15/2022**

Subject:
Public Hearing on the plans, specifications, and estimate of cost for the FY 2023 50/50 Cost Share Stream Bank Stabilization Program, CIP #33041. [Ward 2]

Recommendation:
Hold the Hearing.

Background:
Within the City of Davenport, maintenance of streams that flow through private property is considered the responsibility of the property owner. A resident or business owner petitions the City to have their stream banks stabilized through the 50/50 Cost Share Stream Bank Stabilization Program. This program is an assessment program where ½ of the total cost to reconstruct or stabilize the stream is paid for by the City and the other ½ is paid for by the abutting property owners based on the area of their lot affected by the project. The resident or business that requests to have their stream bank stabilized would have to obtain the necessary signatures on a petition prepared by the City of 100% of the owner occupied property abutting the designated stream section.

The maximum estimated cost of these improvements is $96,590 with an operating budgeted amount of $40,000 as engineering, design, labor and equipment costs are included in the estimate but paid out of Salary and Equipment funds. This will be an in-house project constructed by City staff. State law requires that certain Council actions regarding the assessment procedure must precede the bid letting date.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 3:01 PM

City of Davenport

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

Action / Date
6/15/2022

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Best Management Practices Parks projects, CIP #33041. [Wards 2, 7, & 8]

Recommendation:
Hold the Hearing.

Background:
In conjunction with the 1930's Sewer Separation and UV Disinfection WWTP projects, Sponsored Project SRF dollars are available to install water quality improvement projects. This group of projects will install five different water quality improvement projects in City parks.

Project locations are Red Hawk Golf Course, Prairie Heights Park, Northwest Park, Marquette Park, and Eastern Avenue Park.

Funding for these projects is available in CIP #33041.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 3:03 PM

City of Davenport

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

Action / Date
6/15/2022

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Duck Creek Golf Course Wetland project, CIP #33041. [Ward 6]

Recommendation:
Hold the Hearing.

Background:
In conjunction with the 1930's Sewer Separation and UV Disinfection WWTP projects, Sponsored Project SRF dollars are available to install water quality improvement projects. This project will remove several acres of floodplain from the Duck Creek Golf Course and install a wetland and prairie complex.

Funding for these projects is available in CIP #33041.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 3:01 PM

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
6/15/2022

Subject:
Public Hearing on the proposed issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023. [All Wards]

Recommendation:
Hold the Hearing.

Background:
This hearing is related to the issuance of not-to-exceed $45,000,000 in General Obligation Corporate and Refunding Bonds, Series 2023. These funds will be used to finance the FY 2023 Capital Improvement Program as adopted by the City Council during the FY 2023 budget adoption process.

ATTACHMENTS:

	Type	Description
🗋	Exhibit	FY 2023 Bond Sale Details

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/7/2022 - 2:30 PM
Finance Committee	Merritt, Mallory	Approved	6/7/2022 - 2:30 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 2:52 PM

City of Davenport, Iowa
FY 2023 Bond Issue
($ Thousands)
4/26/2022

15-Year General Obligation Bonds	**Amount**		
Airport Improvements	20		
Bridge Repair and Maintenance	490		
Citizen Health & Welfare	0		
City Facility Improvements	$ 8,147		
Municipal Housing Projects	1,720		
Parks Improvements	1,125		
Public Safety Equipment	1,100		
Sewer Improvements	1,325		
Street Improvements	8,550		
Streetscape Improvements/Sidewalks & Paths	1525		
Subtotal 15-Year GO Bonds		**$**	**24,002**
5-Year Equipment Bonds (GO)			
Acquisition of Parks Vehicles/Equipment	150		
Acquisition of Streets Vehicles/Equipment	525		
City Information Technology Network Improvements	300		
Library Equipment	525		
Public Safety Equipment	0		
Subtotal 5-Year Equipment Bonds		**$**	**1,500**
15-Year Bonds Abated by Other Sources (GO)			
Sewer Improvements (Sewer Fund)	7,000		
Water Pollution Conrol Plant Improvements (WPCP Fund)	0		
Subtotal 15-Year Bonds Abated by Other Sources		**$**	**7,000**
5-Year Bonds Abated by Other Sources (GO)			
Solid Waste Equipment (Solid Waste Fund)	738		
Sewer Equipment (Sewer Fund)	0		
Subtotal 5-Year Bonds Abated by Other Sources		**$**	**738**
Total Proposed FY 2022 Bond Issue - Projected		**$**	**33,240**
Estimated Cost of Issuance and Underwriting Discount		**$**	**484**
Total FY 2022 Bond Issue - Not-to-Exceed		**$**	**33,723**

City of Davenport, Iowa
FY 2023 Bond Issue
($ Thousands)
4/26/2022

Essential Corporate Purpose	**Amount**		
Acquisition of Streets Vehicles/Equipment	525		
Airport Improvements	20		
Bridge Repair and Maintenance	490		
Public Safety Equipment	1,100		
Municipal Housing Projects	1,720		
Parks Improvements	1,125		
Sewer Improvements	8,325		
Street Improvements	8,550		
Streetscape Improvements/Sidewalks & Paths	1,525		
		$	23,380
General Corporate Purpose			
Acquisition of Parks Vehicles/Equipment	150		
City Facility Improvements	8,147		
City Information Technology Network Improvements	300		
Library Equipment	525		
Sewer Equipment	0		
Solid Waste Equipment	738		
		$	9,860
Total Proposed FY 2022 Bond Issue - Projected		$	33,240
Estimated Cost of Issuance and Underwriting Discount		$	484
Total FY 2022 Bond Issue - Not-to-Exceed		$	33,723

Funding Source	Program	CIP#	Project	Amount
GO BONDS	*AIRPORT*	20015	SOUTH AIRCRAFT APRON RECONSTRUCTION	$ 19,500
GO BONDS	*BRIDGES*	21009	BRIDGE MAINTENANCE PROGRAM	$ 400,000
GO BONDS	*BRIDGES*	21010	W. 46TH STREET BRIDGE REPLACEMENT	$ 90,000
GO BONDS	*FACILITIES MAINTENANCE*	23049	CAPITAL IMPROVEMENTS AT MWP	$ 437,050
GO BONDS	*FACILITIES MAINTENANCE*	23067	CITY HALL EXTERIOR REPAIRS	$ 200,000
GO BONDS	*FACILITIES MAINTENANCE*	23072	AW FAMILY AQUATIC CENTER ROOF REPLACEMENT	$ 150,000
GO BONDS	*FACILITIES MAINTENANCE*	23074	HISTORIC HOUSES REPAIR PROGRAM	$ 100,000
GO BONDS	*FACILITIES MAINTENANCE*	23075	VANDER VEER STONE BUILDING ROOF	$ 85,000
GO BONDS	*FACILITIES MAINTENANCE*	62002	POLICE STATION PUMP REPLACEMENTS	$ 50,000
GO BONDS	*FACILITIES MAINTENANCE*	63012	FIRE STATION 3	$ 7,000,000
BONDS ABATED BY SOLID WASTE FUND	*FLEET*	10503	SOLID WASTE EQUIPMENT REPLACEMENT PROGRAM	$ 738,000
EQUIPMENT BONDS	*FLEET*	24029	GROUND MAINTENANCE REPLACEMENT PROGRAM	$ 150,000
EQUIPMENT BONDS	*FLEET*	24033	CONSTRUCTION EQUIP. REPLACEMENT PROGRAM	$ 345,000
EQUIPMENT BONDS	*FLEET*	24034	POTHOLE REPAIR EQUIPMENT REPLACEMENT	$ 180,000
GO BONDS	*FLEET*	24021	FIRE APPARATUS AND EQUIPMENT REPLACEMENT	$ 1,100,000
GO BONDS	*GENERAL GOVERNMENT*	60034	URBAN REVITALIZATION PROGRAM	$ 740,000
GO BONDS	*GENERAL GOVERNMENT*	60037	EAST VILLAGE LIGHTING UPGRADES	$ 275,000
GO BONDS	*GENERAL GOVERNMENT*	61002	DAVENPORT NOW	$ 980,000
EQUIPMENT BONDS	*INFORMATION TECHNOLOGY*	67002	IT CAPITAL IMPROVEMENT PROGRAM	$ 250,000
EQUIPMENT BONDS	*INFORMATION TECHNOLOGY*	67006	CITY FIBER NETWORK MAINTENANCE PROGRAM	$ 50,000
EQUIPMENT BONDS	*LIBRARY SERVICES*	66016	LIBRARY MATERIALS PROGRAM	$ 415,000
EQUIPMENT BONDS	*LIBRARY SERVICES*	66017	LIBRARY ELECTRONIC REPLACEMENT PROGRAM	$ 110,000
GO BONDS	*PARKS & RECREATION*	64070	PARK DEVELOPMENT PROGRAM	$ 350,000
GO BONDS	*PARKS & RECREATION*	64101	DUCK CREEK PARK IMPROVEMENTS	$ 250,000
GO BONDS	*PARKS & RECREATION*	64115	SKATE PARK REPAIRS AND PUMP TRACK	$ 300,000
GO BONDS	*PARKS & RECREATION*	64116	GOLF COURSE IMPROVEMENTS PROGRAM	$ 225,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28024	CIVIC ACCESS PROGRAM	$ 250,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28028	CREATING CONNECTIONS PROGRAM	$ 600,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28030	RECREATIONAL PATH RECONSTRUCTION PROGRAM	$ 250,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28032	WEST LOOP PHASE I	$ 150,000
GO BONDS	*RIVERFRONT*	68015	FLOOD RESILIENCY PROGRAM | STRUCTURAL	$ 1,000,000
GO BONDS	*FACILITIES MAINTENANCE*	23073	FREIGHT HOUSE ROOF & GUTTERS REPLACEMENT	$ 125,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30007	LIFT STATION REHABILITATION (SANITARY)	$ 50,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30047	SEWER CLEANING & TELEVISING PROGRAM	$ 200,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30048	TREMONT SANITARY INTERCEPTOR REPLACEMENT	$ 2,150,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30056	NEIGHBORHOOD I&I INVESTIGATION AND REMOVAL	$ 150,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30057	INFLOW AND INFILTRATION REMOVAL PROGRAM	$ 2,000,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30060	CONTRACT SEWER REPAIR PROGRAM (SANITARY)	$ 1,250,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30061	SEWER LATERAL REPAIR PROGRAM	$ 1,200,000
GO BONDS	*STORMWATER*	33001	CONTRACT SEWER REPAIR PROGRAM (STORM)	$ 300,000
GO BONDS	*STORMWATER*	33025	LIFTSTATION REHABILITATION (STORM)	$ 25,000
GO BONDS	*STREETS*	35038	ALLEY REPAIR PROGRAM	$ 200,000
GO BONDS	*STREETS*	35041	CONTRACT MILLING PROGRAM	$ 150,000
GO BONDS	*STREETS*	35052	53RD STREET RECONSTRUCTION PHASE II	$ 2,100,000
GO BONDS	*STREETS*	35053	HIGH VOLUME STREET REPAIR PROGRAM	$ 3,000,000
GO BONDS	*STREETS*	35054	NEIGHBORHOOD STREET REPAIR PROGRAM	$ 3,000,000
GO BONDS	*STREETS*	35055	3RD & 4TH STREET REHABILITATION	$ 100,000
				$ 33,239,550

TYPE

GO BONDS	$	24,001,550
BONDS ABATED BY SEWER	$	7,000,000
BONDS ABATED BY WPCP	$	-
EQUIPMENT BONDS	$	1,500,000
BONDS ABATED BY SOLID WASTE FUND	$	738,000
	$	**33,239,550**

CHECKS

FROM CIP DOCUMENT	$	33,239,550

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **6/22/2022**

Subject:
Second Consideration: Ordinance for Case REZ22-03 being the request of the City of Davenport on behalf of VSM Holdings, LLC to rezone the west 100 feet of Lot 2 of Pheasant Ridge First Addition from R-2 Single-Family Residential District to C-3 General Commercial District. [Ward 6]

Recommendation:
Adopt the Ordinance.

Background:
The property was rezoned in July of 2018 to PDD. At the time, the rezoning encompassed the entirety of the lot. As part of the City Zoning Code rewrite and zoning map, the city erred when assigning zoning districts as part of that process by utilizing an incorrect legal description. Since the City rezoning action took effect on January 20, 2019, which overwrote the previous action, the City is initiating this request.

The property is currently split zoned between R-2 Single-Family Residential District and C-3 General Commercial District. A survey of the property has been provided by the applicant delineating the land to be rezoned. The existing residentially zoned portion of the property encompasses the western 100 feet of the site for a total of approximately 1.56 acres.

The purpose of the rezoning request is to place the entirety of the property under a commercial zoning classification. The site is currently vacant and contains a Drainage & Greenway Easement along the northern portion abutting Pheasant Creek.

The applicant is preparing the site for future development that is consistent with the permitted and special uses allowed in the C-3 General Commercial District. At this time there is no intention to construct single-family dwellings. Therefore, rezoning the entirety of the site to a commercial district maximizes the buildable area of the lot.

The Plan & Zoning Commission reviewed Case REZ22-03 at its May 17, 2022 meeting and have recommended approval (8-0) with the following findings:

Findings:

1. The proposed rezoning to C-3 General Commercial District is consistent with the Comprehensive Plan and adopted land use policies.
2. The petition is compatible with the zoning and land uses of nearby property.
3. The rezoning request is compatible with the established neighborhood character.
4. The proposed amendment promotes the public health, safety, and welfare of the City.
5. Rezoning the property to C-3 General Commercial District does not create any nonconformities.

A staff report has been attached with a full analysis.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance
Backup Material	Staff Report
Backup Material	Maps
Backup Material	Application
Backup Material	Legal Description
Backup Material	Lot 2 Deed
Backup Material	Planning and Zoning Commission Public Notice
Backup Material	Committee of the Whole Public Notice

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Werderitch, Matt	Approved	5/23/2022 - 11:07 AM

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ22-03 BEING THE REQUEST OF THE CITY OF DAVENPORT ON BEHALF OF VSM HOLDINGS, LLC TO REZONE THE WEST 100 FEET OF LOT 2 OF PHEASANT RIDGE FIRST ADDITION FROM R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

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

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

Part of Lot 2, Pheasant Ridge First Addition to the City of Davenport, Iowa, being more particularly described as follows:

Commencing at the northwest corner of said Lot 2, said point being the POINT OF BEGINNING of the tract of land hereinafter described:

thence South 44°-59'-10" East 142.21 feet along the north line of said Lot 2;

thence South 00°-18'-15" East 631.49 feet to the northeast corner of Lot 2 of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa;

thence South 89°-41'-45" West 100.00 feet along the north line of Lot 2 of said Lakehurst Commercial Park Fifth Addition to the southwest corner of Lot 2 of said Pheasant Ridge First Addition;

thence North 00°-18'-15" West 732.61 feet along the west line of Lot 2 of said Pheasant Ridge First Addition to the point of beginning.

Containing 1.57 acres, more or less, subject to easement of record.

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

Findings:

1. The proposed rezoning to C-3 General Commercial District is consistent with the Comprehensive Plan and adopted land use policies.
2. The petition is compatible with the zoning and land uses of nearby property.
3. The rezoning request is compatible with the established neighborhood character.
4. The proposed amendment promotes the public health, safety, and welfare of the City.
5. Rezoning the property to C-3 General Commercial District does not create any nonconformities.

Section 3. At its May 17, 2022 meeting, the City Plan and Zoning Commission voted to forward Case REZ22-03 to the City Council with a recommendation for approval with the listed findings.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____ _____

Mike Matson — Mayor

Brian Krup — Deputy City Clerk

City of Davenport
Plan & Zoning Commission-Staff Report
May 17, 2022

Case REZ22-03: Request of the City of Davenport on behalf of VSM Holdings, LLC to rezone the west 100 feet of Lot 2 of Pheasant Ridge First Addition from R-2 Single-Family Residential District to C-3 General Commercial District. [Ward 6]

Background:
The property was rezoned in July of 2018 to PDD. At the time, the rezoning encompassed the entirety of the lot. As part of the City Zoning Code rewrite and zoning map, the city erred when assigning zoning districts as part of that process by utilizing an incorrect legal description. Since the City rezoning action took effect on January 20, 2019, which overwrote the previous action, the city is initiating this request.

The property is currently split zoned between R-2 Single-Family Residential District and C-3 General Commercial District. A survey of the property has been provided by the applicant delineating the land to be rezoned. The existing residentially zoned portion of the property encompasses the western 100 feet of the site for a total of approximately 1.56 acres.

The purpose of the rezoning request is to place the entirety of the property under a commercial zoning classification. The site is currently vacant and contains a Drainage & Greenway Easement along the northern portion abutting Pheasant Creek.

Why is a Zoning Map Amendment Required?
The applicant is preparing the site for future development that is consistent with the permitted and special uses allowed in the C-3 General Commercial District. At this time there is no intention to construct single-family dwellings. Therefore, rezoning the entirety of the site to a commercial district maximizes the buildable area of the lot.

Comprehensive Plan:
Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Future Land Use Designations:
The property is designated Regional Commercial in the Davenport +2035 Land Use Plan.

1. **Regional Commercial (RC) –** Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.

Zoning:
The property is currently split zoned between R-2 Single-Family Residential District and C-3 General Commercial District.

1. **R-2 Single-Family Residential District -** This district is intended to accommodate low-density single-family neighborhoods of a more urban character than the R-1 District. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-2 District.
2. **C-3 General Commercial District -** This district is intended to accommodate higher-intensity commercial development within the City of Davenport that serves both local and regional markets. The C-3 District addresses medium- and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.

Technical Review: No comments received.

Approval Standards for Map Amendments (Chapter 17.14.040):
The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

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

Staff Response: The property is designated Regional Commercial (RC) in the Davenport +2035 Land Use Plan. This land use category is intended for more intense commercial uses located along major streets.

The Future Land Use Map identifies Elmore Avenue and the abutting properties as Regional Commercial, with Residential General land uses extending further northwest of this main thoroughfare. The Regional Commercial land use category extends approximately 260 feet west of the subject site. A rezoning from R-2 Single-Family Residential District to C-3 General Commercial District will be more conforming with the adopted comprehensive plan than the status quo.

In considering spot-zoning, courts generally determine whether the zoning relates to the compatibility of the surrounding uses. One of the most important criteria is the extent to which the requested zoning is consistent with the comprehensive plan. Spot zoning is rebutted when the challenged zoning is found to be consistent with present surrounding uses or the comprehensive plan. Given the proximity of C-3 districts along the Elmore Avenue corridor, similar land uses, and consistency with the comprehensive plan, it is staff's opinion this is not spot zoning.

It is staff's opinion that the proposed rezoning to C-3 General Commercial District is consistent with the Comprehensive Plan and adopted land use policies.

b. The compatibility with the zoning of nearby property.

Staff Response: The subject property is currently split zoned, between C-3 General Commercial District abutting Elmore Avenue and R-2 Single-Family Residential District along the west 100 feet of the lot. The original intention was to have the entirety of the property commercially zoned. However, due to a staff mapping error, the zoning district boundary did not encompass the totality of the

site. Given the property's frontage along a major commercial corridor, correcting the mapping error will maintain compatibility with the zoning of nearby property.

The following zoning districts abut the subject property:

- North: C-E Elmore Corners District
- South: C-3 General Commercial District
- East: C-3 General Commercial District
- West: R-2 Single-Family Residential District

The following principal uses abut the 1.56 acre property:

- North: Pheasant Creek and undeveloped commercial property
- South: Retail Goods Establishment, Restaurant, and Financial Institution
- East: Undeveloped commercial property, located on the same lot
- West: Undeveloped residential property

It is staff's opinion that the proposed amendment is compatible with the zoning of nearby property.

c. The compatibility with established neighborhood character.

Staff Response: The proposed C-3 zoning classification promotes higher-intensity commercial development. Davenport's Zoning Ordinance enforces commercial design standards that regulate architectural forms, dimensional elements, high quality building materials, and transparency. Commercial design standards will ensure future development of the property will be compatible with the character of the Elmore Avenue corridor and surrounding retail destinations.

It is staff's opinion that the proposed amendment is compatible with the established neighborhood character.

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

Staff Response: The property owner is currently marketing the site for commercial development. The C-3 General Commercial District offers a wide variety of permitted and special uses that are consistent with the character of surrounding land uses. Rezoning the western 100 feet to commercial will offer greater flexibility for development.
There is an undeveloped 33.11 acre residential parcel directly west of the subject property. Negative impacts from incompatible land uses will be mitigated through the City's Zoning Ordinance, which requires landscaping buffer yards where commercial development is adjacent to residential land uses.

It is staff's opinion that the proposed zoning map amendment promotes the public health, safety, and welfare of the City.

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

Staff Response: Since the western 100 feet of the subject property is zoned R-2, principal uses are restricted to single-family dwellings and other limited compatible residential uses.

The C-3 district enables a wide range of development opportunities that will ensure consistency with the surrounding area while mitigating incompatible development. If rezoned, the entirety of the site can be utilized for higher density residential and commercial land uses.

It is staff's opinion that the proposed zoning map amendment will enable the area to be developed in a manner consistent with the surrounding neighborhood.

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

Staff Response: If rezoned to C-3 General Commercial District, the vacant property will be conforming to the district dimensional standards. Future development will be limited to the commercial district dimensional and design standards.

It is staff's opinion that the proposed zoning map amendment will not create any nonconformities.

Public Input:
Letters were sent to property owners within 200 feet of the proposed request notifying them of the May 3, 2022 Plan and Zoning Commission Public Hearing. No members of the public spoke at the hearing.

To date, staff has not received any responses from adjacent property owners.

Staff will apprise the Commission of any correspondence at the May 17, 2022 Plan and Zoning Commission meeting.

Recommendation:
Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case REZ22-03 to the City Council with a recommendation for approval.

Findings:

1. The proposed rezoning to C-3 General Commercial District is consistent with the Comprehensive Plan and adopted land use policies.
2. The petition is compatible with the zoning and land uses of nearby property.
3. The rezoning request is compatible with the established neighborhood character.
4. The proposed amendment promotes the public health, safety, and welfare of the City.
5. Rezoning the property to C-3 General Commercial District does not create any nonconformities.

Rezoning Request-Vicinity Map

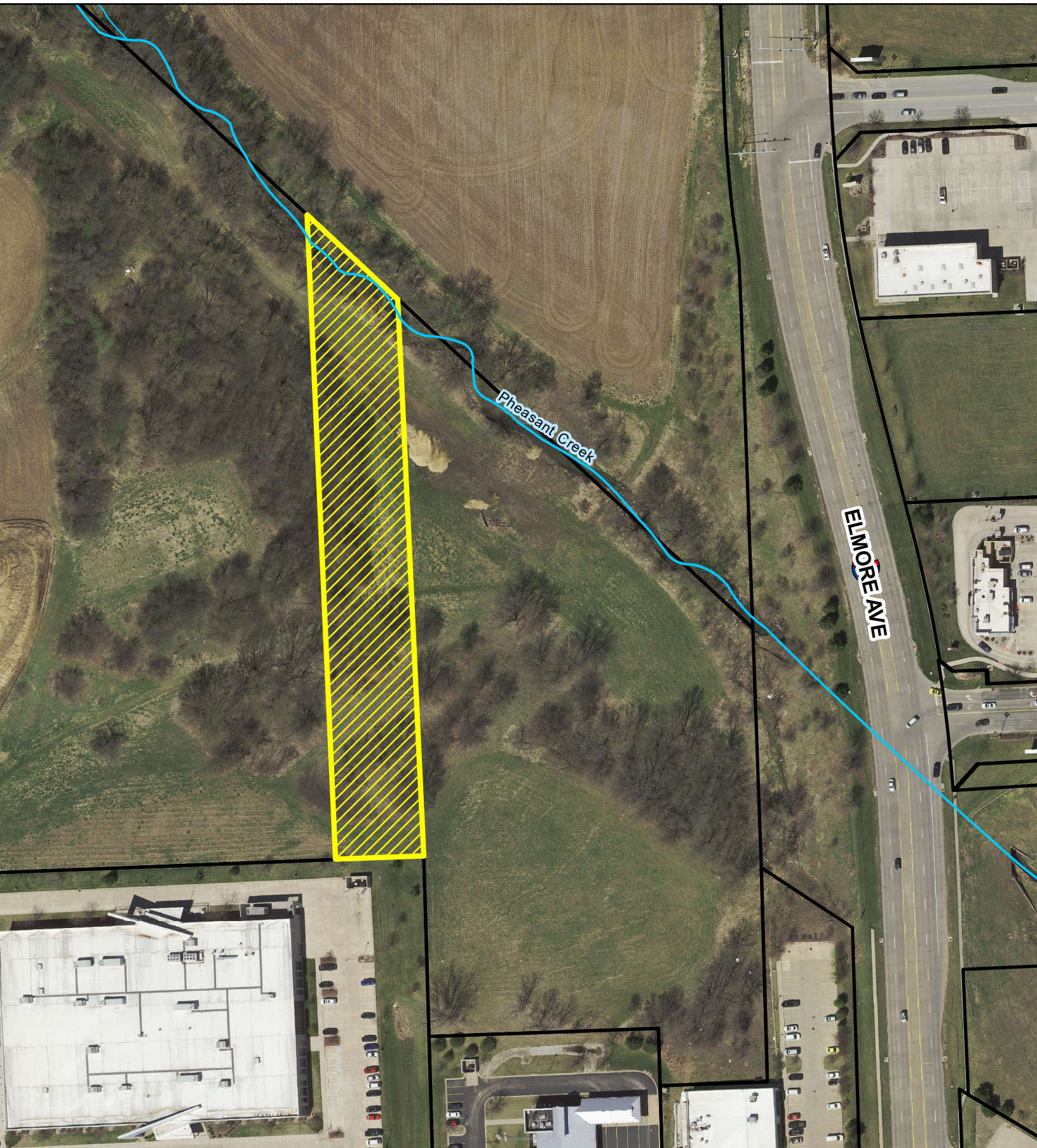
Case REZ22-03

Rezone from R-2 Single-Family Residential District to C-3 General Commercial District

Subject Property

0 125 250

Feet



Rezoning Request

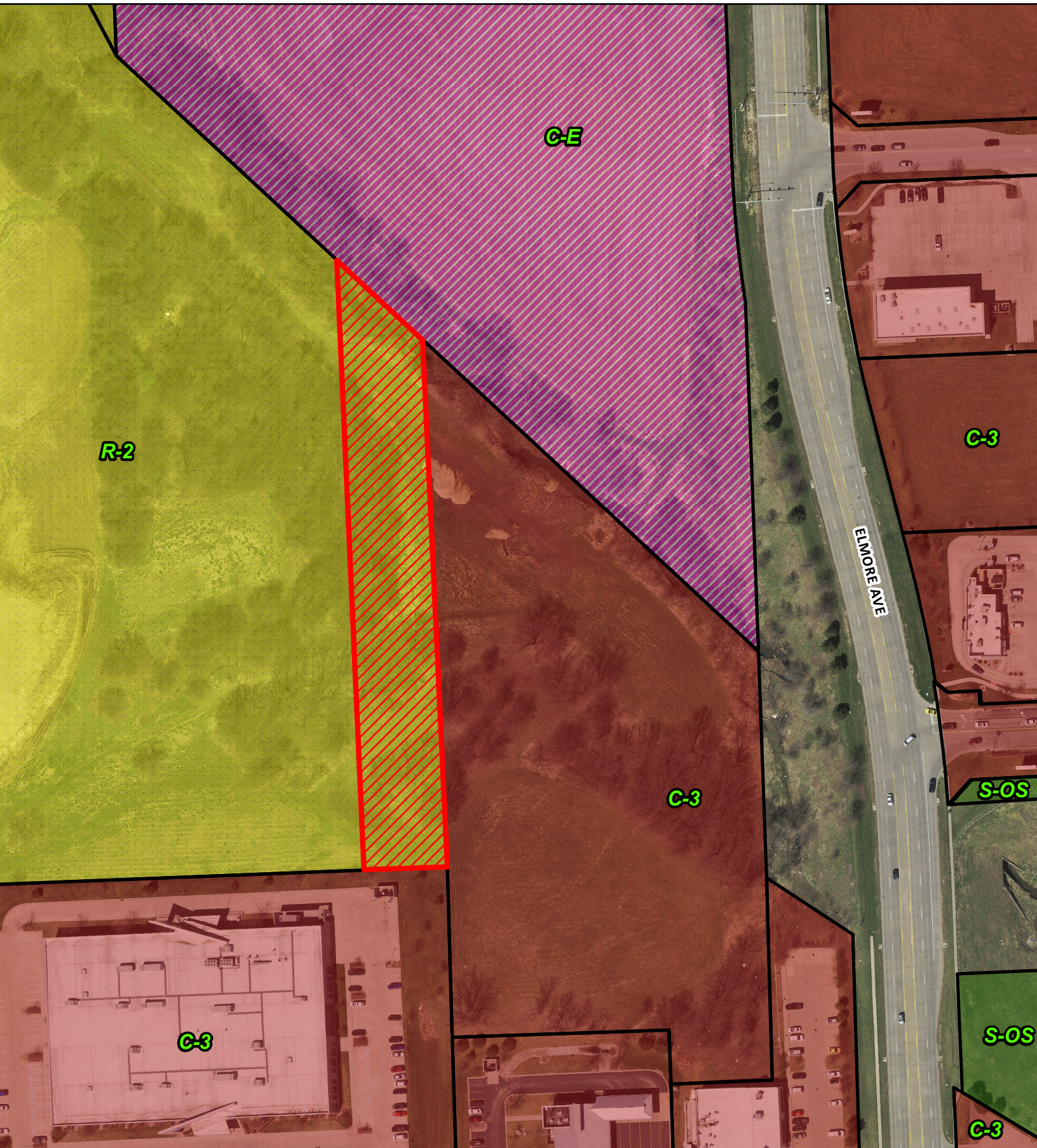
Case REZ22-03

Rezone from R-2 Single-Family Residential District to C-3 General Commercial District

Subject Property

0 125 250

Feet



Rezoning Request-Future Land Use Map

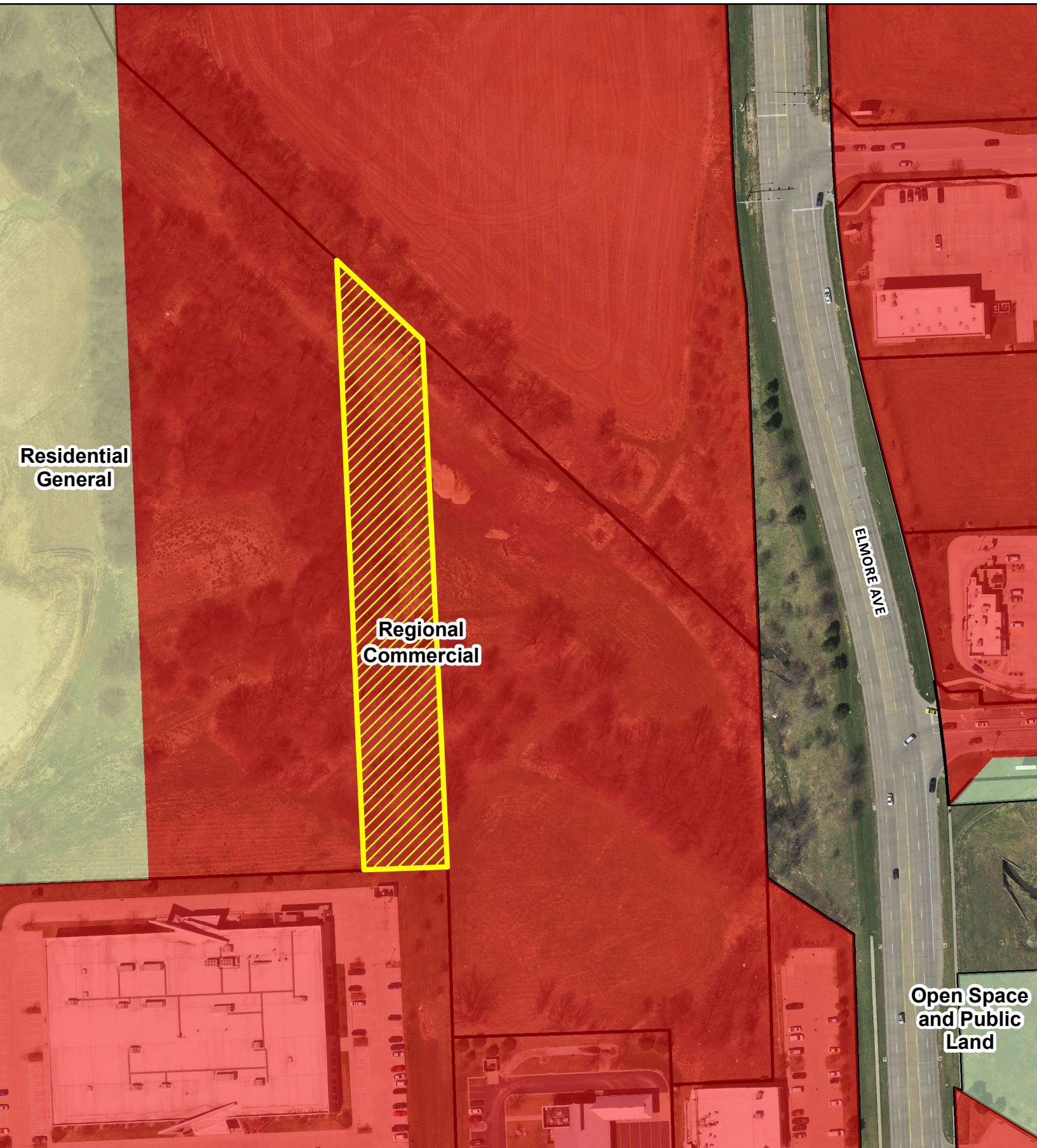
Case REZ22-03

Rezone from R-2 Single-Family Residential District to C-3 General Commercial District

Subject Property

0 125 250

Feet



Rezoning Request-FEMA Flood Map

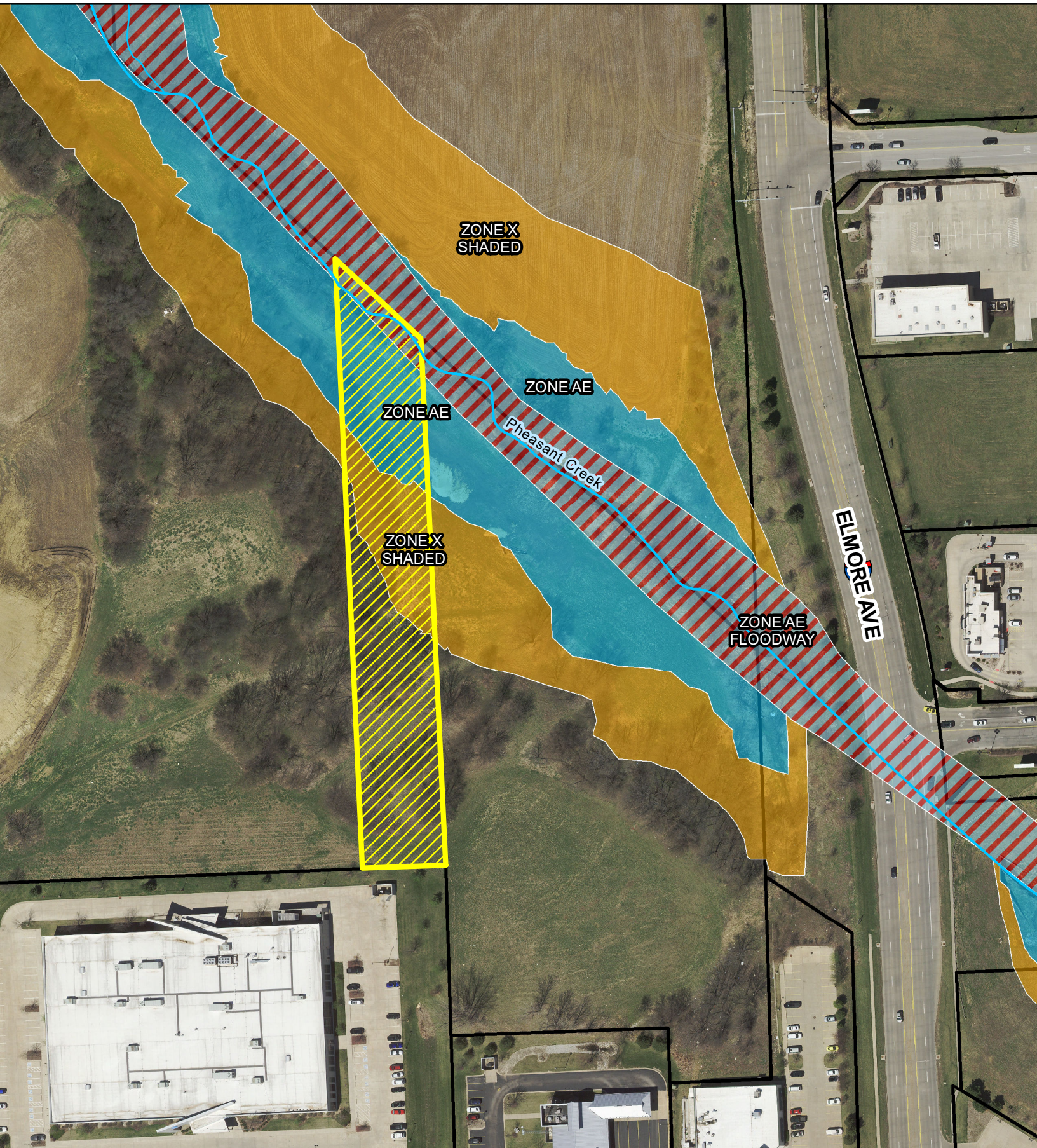
Case REZ22-03

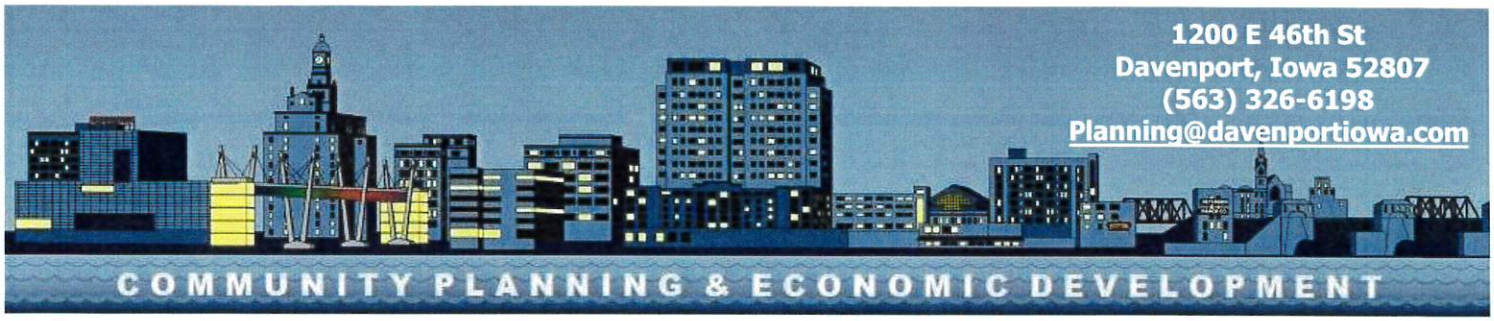
Rezone from R-2 Single-Family Residential District to C-3 General Commercial District

Subject Property

0 125 250

Feet





Complete application can be emailed to: planning@davenportiowa.com

Property Address* See Attached Description

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

Applicant (Primary Contact)**

Name:	Adam Seitz
Company:	VSM Holdings, LLC
Address:	4215 E. 60th Street
City/State/Zip:	Davenport, IA 52807
Phone:	563-359-0309
Email:	adamseitz@advancehomesinc.com

Owner (if different from Applicant)

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

Engineer (if applicable)

Name:	Dave Meyer
Company:	Klingner & Associates
Address:	4111 E. 60th Street
City/State/Zip	Davenport, IA 52807
Phone:	563-359-1348
Email:	dmeyer@klingner.com

Architect (if applicable)

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

Attorney (if applicable)

Name:	Sam Skorepa
Company:	Lane & Waterman
Address:	220 N. Main St. STE 600
City/State/Zip:	Davenport, IA 52801
Phone:	563-324-3246
Email:	sskorepa@l-wlaw.com

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

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 ☐

Zoning Board of Adjustment

- Zoning Appeal ☐
- Special Use ☐
- Hardship Variance ☐

Design Review Board

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

Historic Preservation Commission

- Certificate of Appropriateness ☐
- Landmark Nomination ☐
- Demolition Request ☐

Administrative

- Administrative Exception ☐
- Health Services and Congregate Living Permit ☐

Request:

Existing Zoning: R-2 Single Family Residential

Proposed Zoning Map Amendment: C-3 General Commercial

Purpose of the Request:

To provide a zoning classification on this 100 foot wide strip to match the Zoning on the commercial tract between it and Elmore Avenue to the east.

Total Land Area: 1.57 Acres

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

Submittal Requirements:

- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  Zoning Map Amendment is less than 1 acre - $400.
  Zoning Map Amendment is one acre but less than 10 acres - $750 plus $25/acre.
  Zoning Map Amendment is 10 acres or more - $1,000 plus $25/acre.
  $10.00 per sign; more than one sign may be required depending upon the area of the request.

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- 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 public hearing:
- The City shall post notification sign(s) in advance of the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request.
- The applicant shall make a presentation regarding the request at a neighborhood meeting. The purpose of meeting is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process. Planning staff will coordinate meeting date, time, and location and send notices to surrounding property owners.
- The Plan and Zoning Commission will hold a public hearing on the request. Planning staff will send notices to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the request:
- Planning staff will perform a technical review of the request 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.
- If the Plan and Zoning Commission recommends denial, the request may only be approved by a favorable 3/4 vote of the City Council.

Formal Procedure (continued):

(4) City Council's consideration of the request:

- The Committee of the Whole (COW) will hold a public hearing on the request. Planning staff will send a public hearing notice to surrounding property owners.
- If property owners representing 20% or more of the area within 200 feet of the exterior boundaries of the request submit a written protest, the request may only be approved by a favorable 3/4 vote of the City Council. For the purpose of the 20% protest rate, formal protests will be accepted until the public hearing is closed.
- The City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Adam Seitz Date: 04/06/2022

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: _____ Date: _____

Planning staff

Date of the Public Hearing: _____

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

LEGAL DESCRIPTION

PART OF LOT 2, PHEASANT RIDGE FIRST ADDITION

DAVENPORT, IOWA

Part of Lot 2, Pheasant Ridge First Addition to the City of Davenport, Iowa, being more particularly described as follows:

Commencing at the northwest corner of said Lot 2, said point being the POINT OF BEGINNING of the tract of land hereinafter described:

thence South 44°-59'-10" East 142.21 feet along the north line of said Lot 2;

thence South 00°-18'-15" East 631.49 feet to the northeast corner of Lot 2 of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa;

thence South 89°-41'-45" West 100.00 feet along the north line of Lot 2 of said Lakehurst Commercial Park Fifth Addition to the southwest corner of Lot 2 of said Pheasant Ridge First Addition;

thence North 00°-18'-15" West 732.61 feet along the west line of Lot 2 of said Pheasant Ridge First Addition to the point of beginning.

Containing 1.57 acres, more or less, subject to easement of record.

Doc ID: 021546920001 Type: LAN
Recorded: 09/19/2018 at 01:42:35 PM
Fee Amt: $12.00 Page 1 of 1
Scott County Iowa
Rita A. Vargas Recorder
File 2018-00024343

Prepared by &
Return to: Samuel J. Skorepa, Lane & Waterman LLP, 220 N. Main St., Ste. 600, Davenport, IA 52801 (563) 324-3246
Address Tax Statement: A. Jeffrey Seitz, Manager, 4215 E. 60th Street, Davenport, IA 52807

QUIT CLAIM DEED

For the consideration of Ten and no/100---------- Dollar(s) and other valuable consideration, Pheasant Creek Estates, LLC, does hereby Convey to VSM Holdings, LLC, an Iowa limited liability company the following described parcel of real estate in SCOTT County, Iowa:

Lot 2 of the Final Plat of Pheasant Ridge First Addition, an Addition to the City of Davenport, Scott County Iowa

This transfer is exempt from transfer taxes pursuant to Iowa Code Section 428A.2(21).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: August 28, 2018.

PHEASANT CREEK ESTATES, LLC

A. Jeffrey Seitz, Manager

STATE OF IOWA, SCOTT COUNTY, SS:

On this 28 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared A. Jeffrey Seitz, Manager of Pheasant Creek Estates, LLC, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the company as its voluntary act and deed.

(Notary Seal) PETER F. MULLARKEY Commission Number 783403 My Commission Expires March 31, 2020

Notary Public in and for said County and State

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | Plan and Zoning Commission

Date: 5/3/2022 Location: Council Chambers | City Hall | 226 W. 4th ST.
Time: 5:00 PM Subject: Public Hearing for a Rezoning Request before the Plan and Zoning Commission

To: All property owners within 200 feet of the subject property located west of Elmore Avenue and south of Pheasant Creek (The west 100 feet of Parcel #Y0801-03).

What is this About?
This notice is being sent to inform you that a public hearing will be held for a Rezoning Request. The subject property is currently split zoned between R-2 Single-Family Residential and C-3 General Commercial District. The purpose of the Rezoning Request is to place the entirety of the property under a commercial zoning classification.

Request/Case Description
Case REZ22-03: Request of the City of Davenport on behalf of VSM Holdings, LLC to rezone the west 100 feet of Lot 2 of Pheasant Ridge First Addition from R-2 Single-Family Residential District to C-3 General Commercial District. [Ward 6]

What are the Next Steps after the Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on May 3, 2022. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on May 17, 2022. The Commission's recommendation will be forwarded to the City Council, which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. For the specific dates and times of subsequent meetings, please contact the case planner below.

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

All documents related to the meeting (agenda included) are at "Search Minutes & Agendas": www.cityofdavenportiowa.com/boards Mondays before the meeting/public hearing.

Do You Have Any Questions?
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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

Rezoning Request

Case REZ22-03

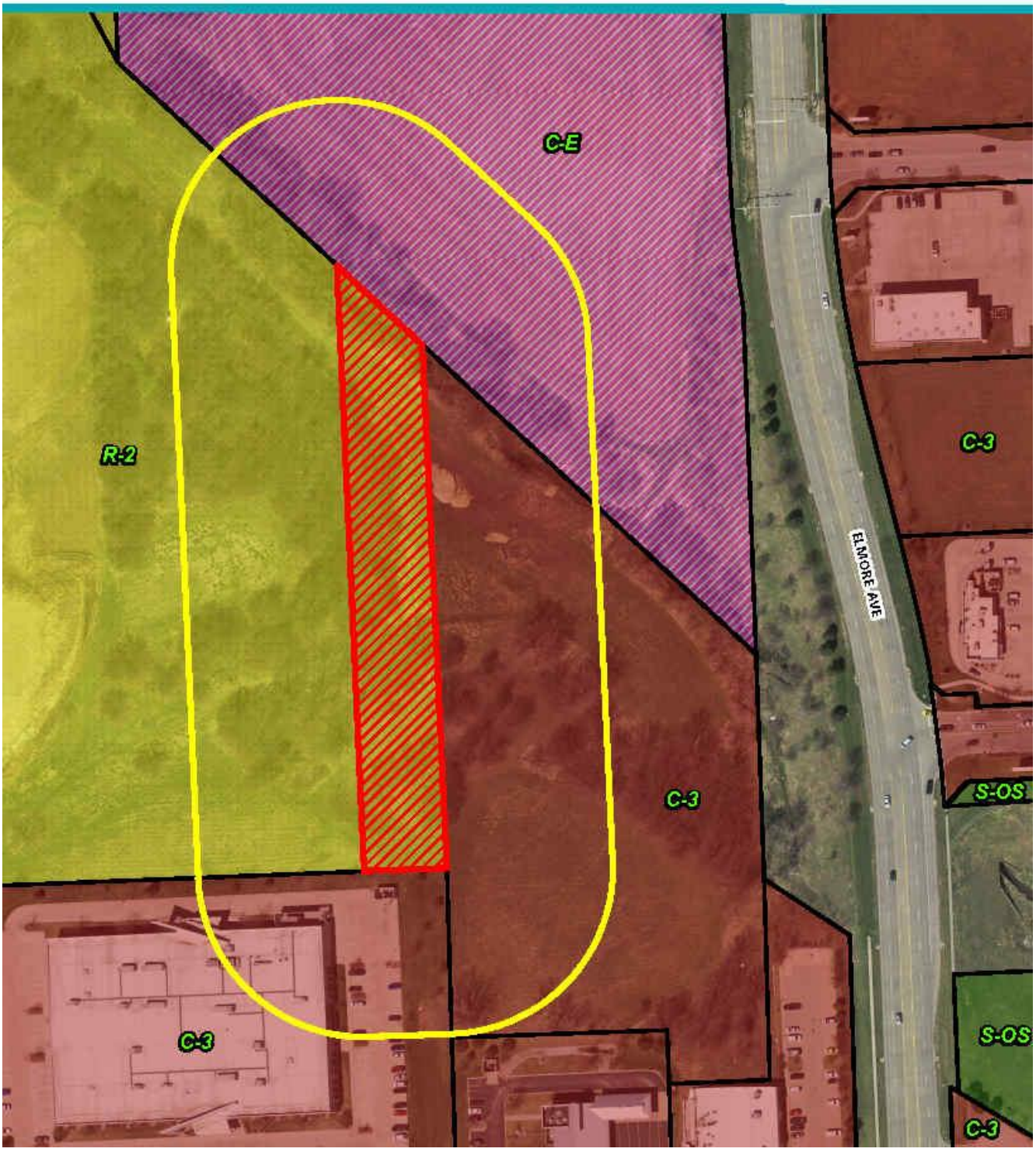
Rezone from R-2 Single-Family Residential District to C-3 General Commercial District

Subject Property

200' Notification Boundary

0 125 250

Feet



Development and Neighborhood Services
1200 East 46th St. Davenport, Iowa 52807

T | 563.326.6198
E | contactus@davenportiowa.com

davenportiowa.com/DNS

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | Committee of the Whole

Date: 6/1/2022 Location: Council Chambers | City Hall | 226 W. 4th ST.
Time: 5:30 PM Subject: Public Hearing for a Rezoning Request

To: All property owners within 200 feet of the subject property located west of Elmore Avenue and south of Pheasant Creek (The west 100 feet of Parcel #Y0801-03).

What is this About?
This notice is being sent to inform you that a public hearing will be held for a Rezoning Request. The subject property is currently split zoned between R-2 Single-Family Residential and C-3 General Commercial District. The purpose of the Rezoning Request is to place the entirety of the property under a commercial zoning classification.

Request/Case Description
Case REZ22-03: Request of the City of Davenport on behalf of VSM Holdings, LLC to rezone the west 100 feet of Lot 2 of Pheasant Ridge First Addition from R-2 Single-Family Residential District to C-3 General Commercial District. [Ward 6]

At its May 17, 2022 meeting, the Plan and Zoning Commission recommended approval of the aforementioned case with the following findings:

Findings:
1. The proposed rezoning to C-3 General Commercial District is consistent with the Comprehensive Plan and adopted land use policies.
2. The petition is compatible with the zoning and land uses of nearby property.
3. The rezoning request is compatible with the established neighborhood character.
4. The proposed amendment promotes the public health, safety, and welfare of the City.
5. Rezoning the property to C-3 General Commercial District does not create any nonconformities.

The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, June 1, 2022 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

You may submit written comments on the above item or attend the public hearing to express your views, or both. Written comments may be sent via email to mayor.info@davenportiowa.com or mailed to the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the day of the public hearing.

All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Rezoning Request

Case REZ22-03

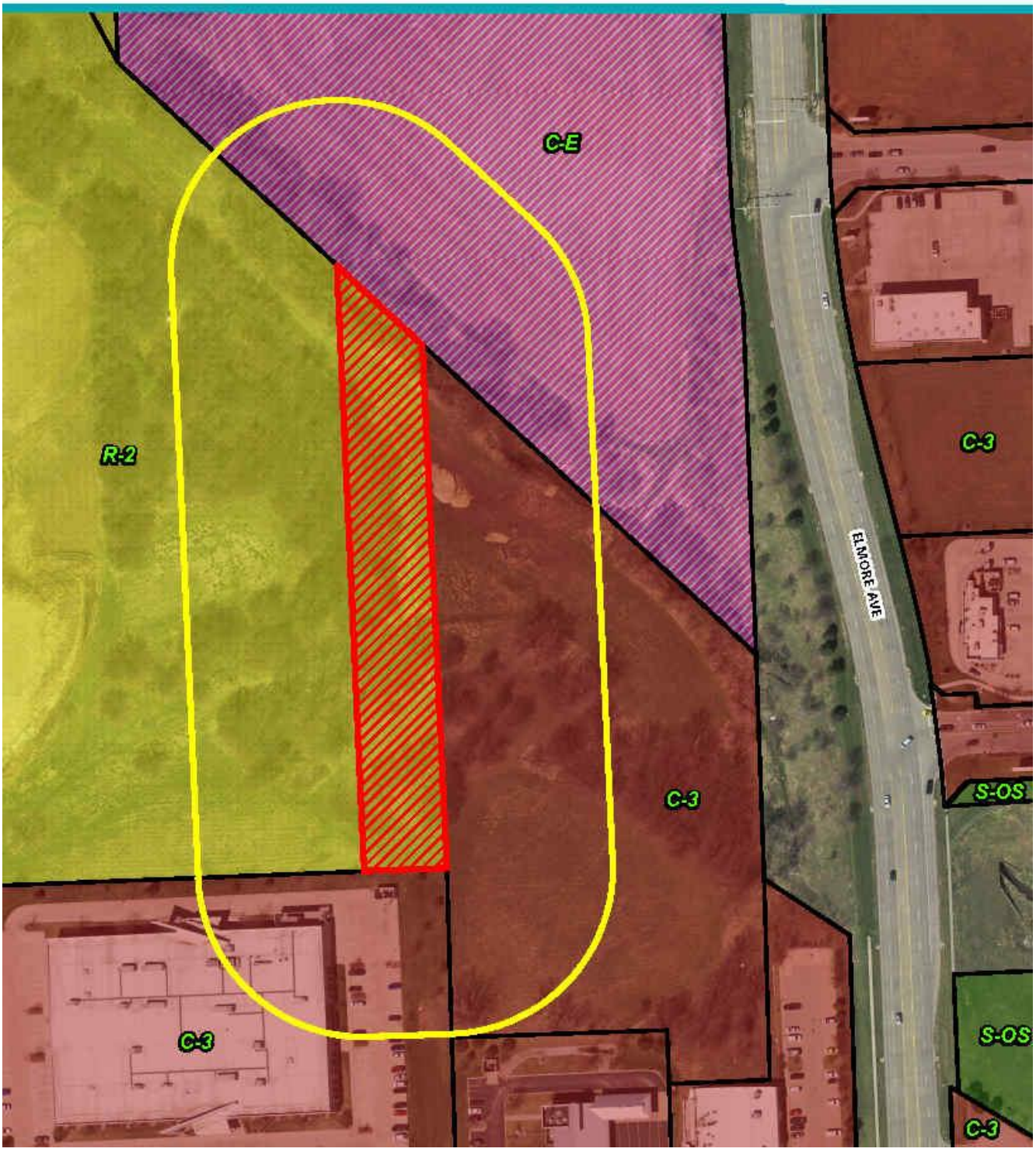
Rezone from R-2 Single-Family Residential District to C-3 General Commercial District

Subject Property

200' Notification Boundary

0 125 250

Feet



Development and Neighborhood Services
1200 East 46th St. Davenport, Iowa 52807

T | 563.326.6198
E | contactus@davenportiowa.com

davenportiowa.com/DNS

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **6/22/2022**

Subject:
Second Consideration: Ordinance for Case ROW22-03 being the request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]

Recommendation:
Adopt the Ordinance.

Background:
The purpose of the right-of-way vacation is to facilitate development of the abutting 7.41 acre commercial property (parcel #Y0801-03) to the west.

A legal description has been submitted by the applicant describing the 21,026 square foot area located along the west boundary of Elmore Avenue, south of Pheasant Creek. The .48 acre tract of land was intentionally stopped at the existing box culvert near the creek on the north side of the property. In addition, the area does not align with the east lot line of 5388 Elmore Circle to the south. The purpose is to provide an additional five feet of public right-of-way to accommodate a future trail expansion.

A portion of the land to be vacated is within the floodplain, which will limit potential development close to Elmore Avenue. However, the vacated right-of-way will better facilitate access to the site and enhance commercial visibility.

The vacation of public right-of-way is a two step process:

1. Determine if the right-of-way is needed for public purposes.
2. Negotiate and determine terms of conveyance to adjacent property owners. (No Plan and Zoning Commission action is required.)

The Plan & Zoning Commission reviewed Case ROW22-03 at its May 17, 2022 meeting and have recommended approval (8-0) with the following condition:

Findings:

1. The unimproved public right-of-way is not required for city purposes.
2. A utility easement would preserve the rights for utility providers to maintain existing and future infrastructure.

Condition:

1. The vacation and subsequent land acquisition are to include easements as applicable for storm sewer, sanitary sewer, floodplain, and drainage.

A staff report has been attached with a full analysis.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Staff Report
🗋	Backup Material	Maps
🗋	Backup Material	Application
🗋	Backup Material	Legal Description
🗋	Backup Material	Plan and Zoning Commission Public Notice
🗋	Backup Material	Committee of the Whole Public Notice

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Werderitch, Matt	Approved	5/23/2022 - 11:40 AM

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ROW22-03 BEING THE REQUEST OF VSM HOLDINGS, LLC TO VACATE UNIMPROVED RIGHT-OF-WAY WEST OF ELMORE AVENUE AND SOUTH OF PHEASANT CREEK.

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

Section 1. The following described units of Scott County, Iowa real estate are hereby vacated (abandoned). The property has the following legal description:

Part of the Northwest Quarter of Section 8, Township 78 North, Range 4 East of the 5th P.M., Davenport, Scott County, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the southeast corner of Lot 2 of Pheasant Ridge First Addition to the City of Davenport, Iowa; thence North 00°-08'-28" East (assumed bearing for this description) 241.25 feet along the east line of said Lot 2 to the northwest corner of Lot 1 of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa, said point being the POINT OF BEGINNING of the tract of land hereinafter described:

thence continuing North 00°-08'-25" East 235.54 feet along the east line of said Lot

2; thence South 44°-59'-10" East 128.78 feet;

thence southerly 105.97 feet along a curve concave westerly having a radius of 1,435.00 feet and a chord bearing and distance of South 02°-11'-15" East 105.95 feet;

thence South 00°-04'-20" East 105.89 feet to a point on the north line of said Lot 1;

thence North 54°-54'-25" West 117.08 feet along the northerly line of said Lot 1 to the point of beginning.

Containing 21,026 square feet, more or less.

Section 2. The vacation (abandonment) is subject to the following condition:

1. The vacation and subsequent land acquisition are to include easements as applicable for storm sewer, sanitary sewer, floodplain, and drainage.

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
Plan & Zoning Commission-Staff Report
May 17, 2022

Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]

Background:
The purpose of the right-of-way vacation is to facilitate development of the abutting 7.41 acre commercial property (parcel #Y0801-03) to the west.

A legal description has been submitted by the applicant describing the 21,026 square foot area located along the west boundary of Elmore Avenue, south of Pheasant Creek. The .48 acre tract of land was intentionally stopped at the existing box culvert near the creek on the north side of the property. In addition, the area does not align with the east lot line of 5388 Elmore Circle to the south. The purpose is to provide an additional five feet of public right-of-way to accommodate a future trail expansion.

A portion of the land to be vacated is within the floodplain, which will limit potential development close to Elmore Avenue. However, the vacated right-of-way will better facilitate access to the site and enhance commercial visibility.

The vacation of public right-of-way is a two-step process:
1. Determine if the right-of-way is needed for public purposes.
2. Negotiate and determine terms of conveyance to adjacent property owners. (No Plan and Zoning Commission action is required.)

Comprehensive Plan:
Within Existing Urban Service Area: Yes
Within Urban Service Area 2035: Yes

Abutting Future Land Use Designation:
The abutting property is designated Regional Commercial in the Davenport +2035 Land Use Plan.

1. **Regional Commercial (RC) –** Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.

Abutting Zoning:
The abutting property is currently split zoned between R-2 Single-Family Residential District and C-3 General Commercial District. The eastern portion of the property, immediately adjacent to Elmore Avenue, is commercially zoned.

1. **R-2 Single-Family Residential District -** This district is intended to accommodate low-density single-family neighborhoods of a more urban character than the R-1 District. Limited non-

residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-2 District.

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

Technical Review:

- **Streets:** The City of Davenport has no intention of widening Elmore Avenue within the subject right-of-way. The proposed right-of-way vacation does not align with the east property line of 5388 Elmore Circle. The intention is to leave a wider right-of-way for a future trail expansion along the west side of Elmore Avenue.
- **Storm Water:** Future development of the property will need to comply with the City's stormwater requirements. The existing right-of-way vacation stops south of the Pheasant Creek box culvert.
- **Sanitary Sewer:** Existing sanitary sewer existing north of Pheasant Creek. There is no existing infrastructure within the proposed right-of-way vacation.
- **Engineering:** The vacation and subsequent land acquisition are to include easements as applicable for storm sewer, sanitary sewer, floodplain, and drainage.

Public Input:
Letters were sent to property owners within 200 feet of the proposed request notifying them of the

May 3, 2022 Plan and Zoning Commission Public Hearing. No members of the public spoke at the hearing.

To date, staff has not received any responses from adjacent property owners.

Staff will apprise the Commission of any correspondence at the May 17, 2022 Plan and Zoning Commission meeting.

Recommendation:
Staff recommends the City Plan and Zoning Commission accept the listed findings to vacate the unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek in Case ROW22-03 to the City Council with a recommendation for approval, subject to the following condition.

Findings:

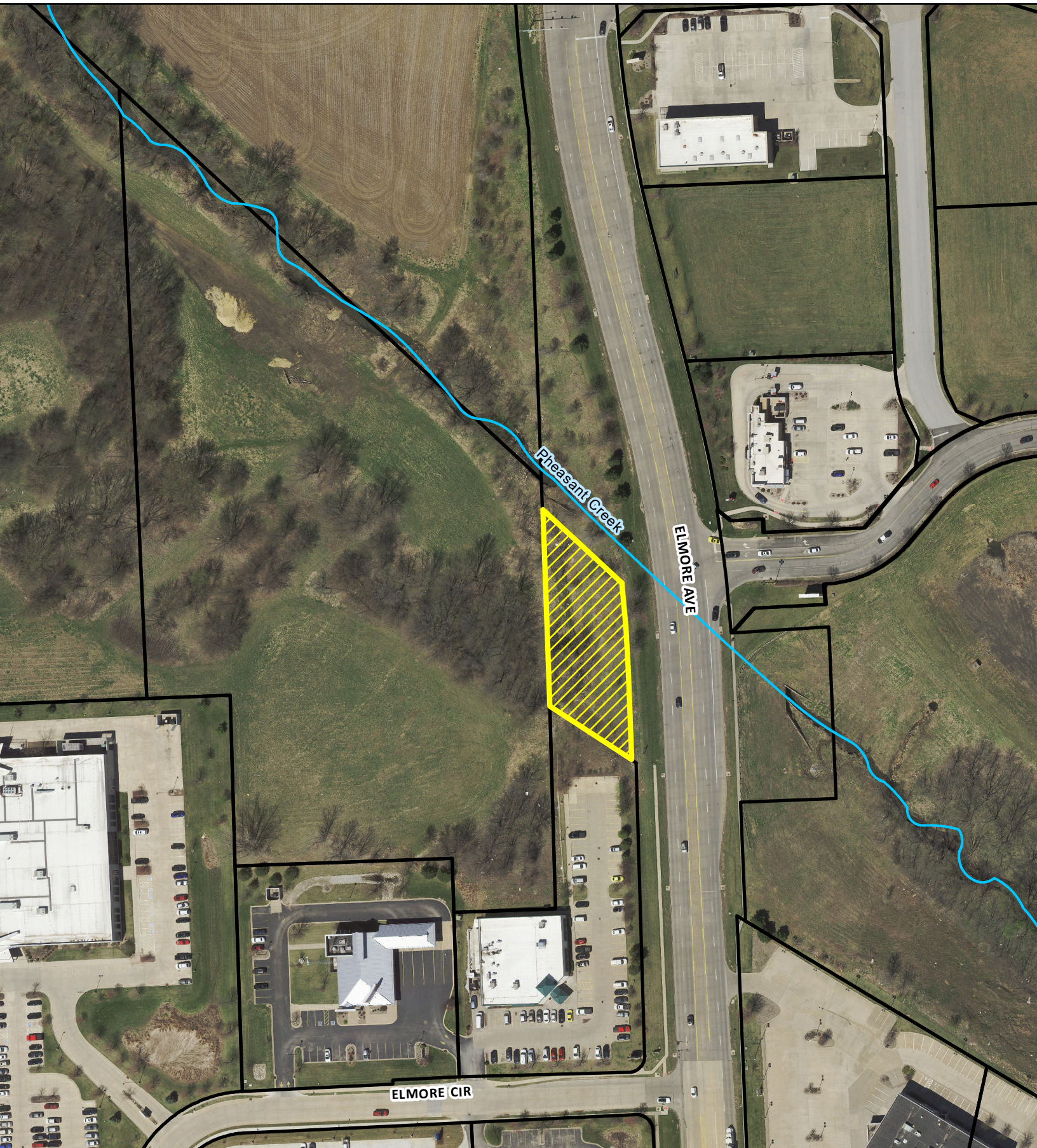
1. The unimproved public right-of-way is not required for city purposes.
2. A utility easement would preserve the rights for utility providers to maintain existing and future infrastructure.

Condition:

1. The vacation and subsequent land acquisition are to include easements as applicable for storm sewer, sanitary sewer, floodplain, and drainage.

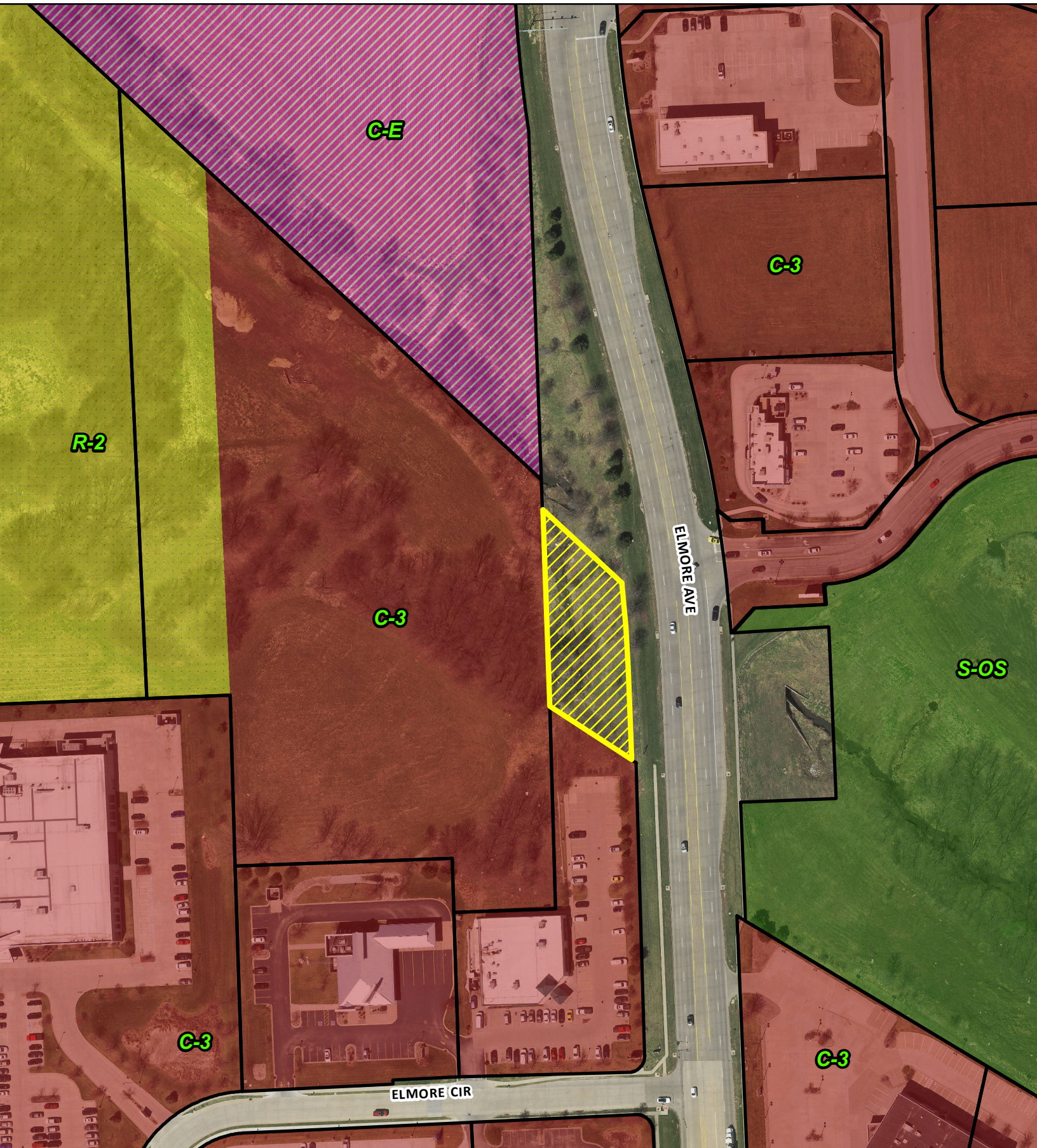
Right-Of-Way Vacation

Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]



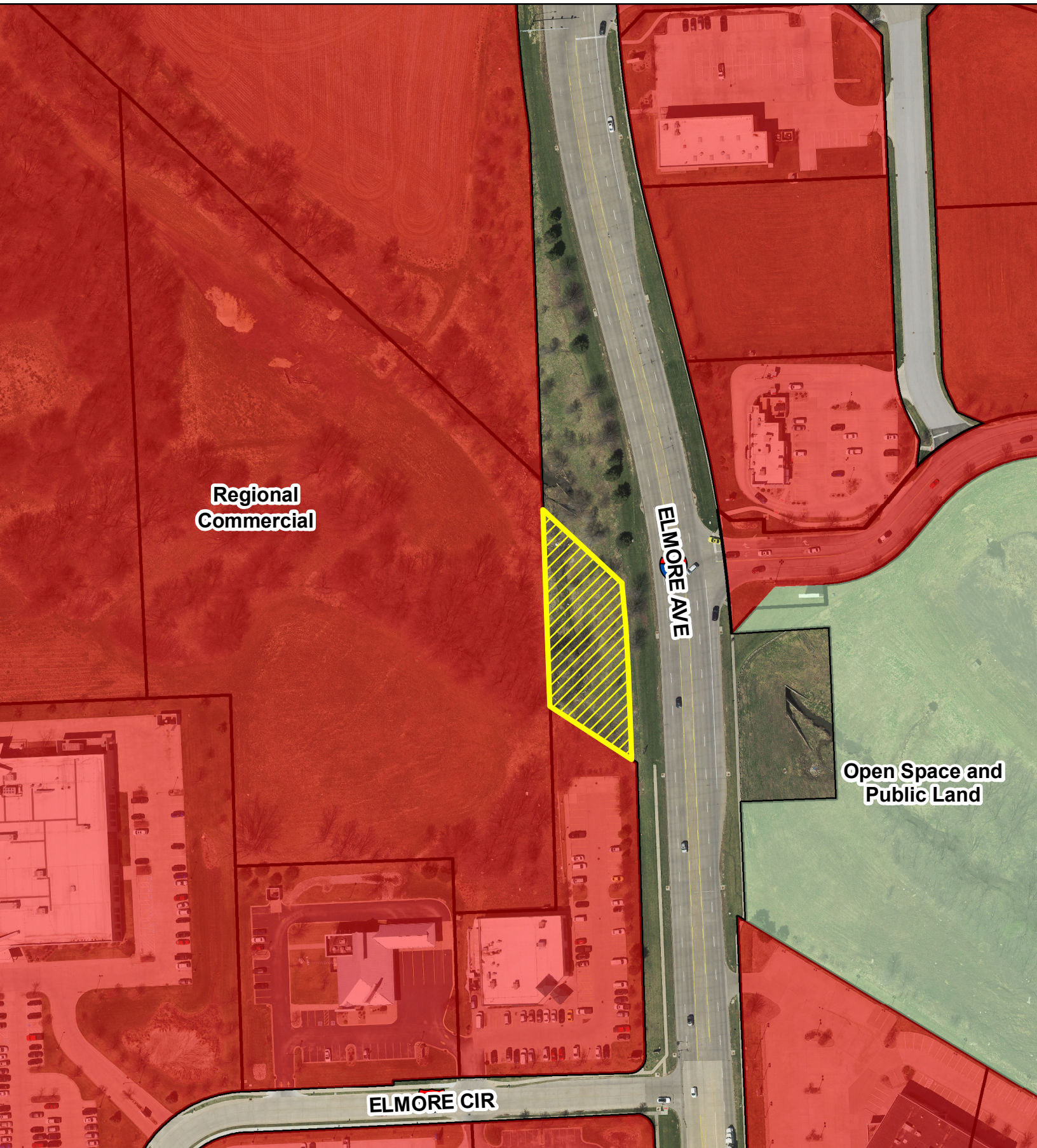
Right-Of-Way Vacation-Zoning Map

Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]



Right-Of-Way Vacation-Future Land Use Map

Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]

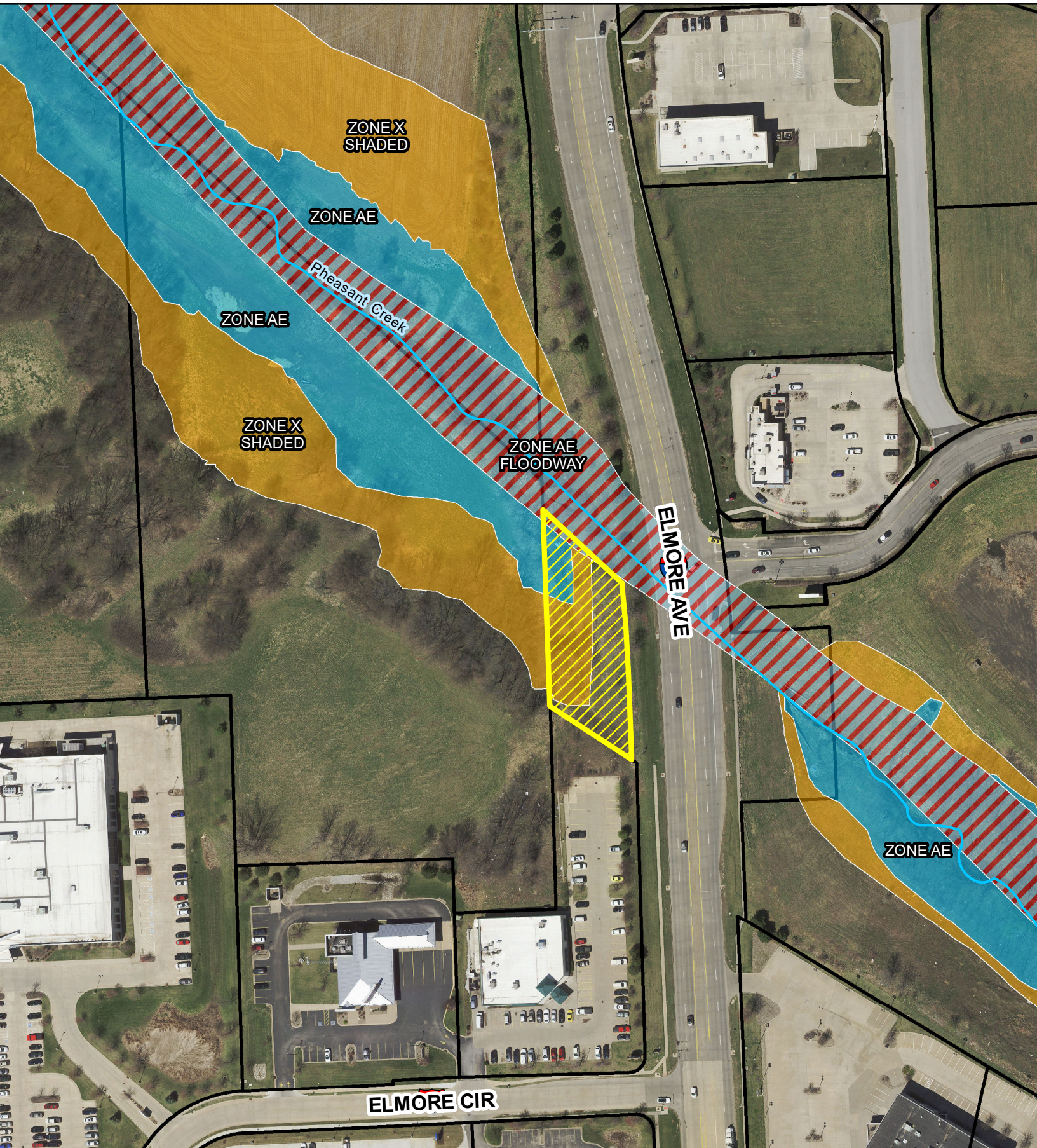


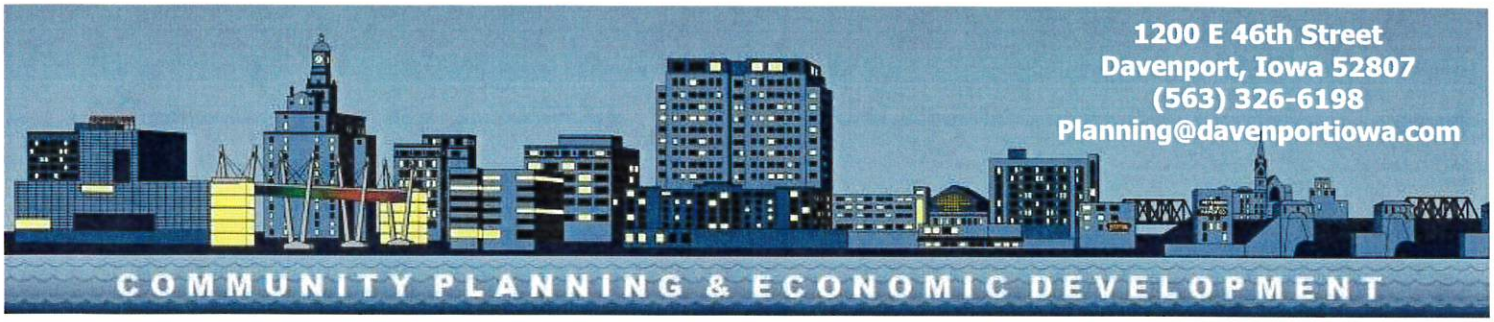
Right-Of-Way Vacation-FEMA Flood Map

Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]

ROW Vacation

0 125 250
Feet





Complete application can be emailed to planning@davenportiowa.com

Property Address* See Attached Description
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)

Name:	Adam Seitz
Company:	VSM Holdings, LLC
Address:	4215 E. 60th Street
City/State/Zip:	Davenport, IA 52807
Phone:	563-359-0309
Email:	adamseitz@advancehomesinc.com

Owner (if different from Applicant)

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

Engineer (if applicable)

Name:	Dave Meyer
Company:	Klingner & Associates
Address:	4111 E. 60th Street
City/State/Zip	Davenport, IA 52807
Phone:	563-359-1348
Email:	dmeyer@klingner.com

Architect (if applicable)

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

Attorney (if applicable)

Name:	Sam Skorepa
Company:	Lane & Waterman
Address:	220 N. Main St. STE 600
City/State/Zip:	Davenport, IA 52801
Phone:	563-324-3246
Email:	sskorepa@l-wlaw.com

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 ☐

Zoning Board of Adjustment
- Zoning Appeal ☐
- Special Use ☐
- Hardship Variance ☐

Design Review Board
- Design Approval ☐
- Demolition Request in the Downtown ☐
- Demolition Request in the Village of East Davenport ☐

Historic Preservation Commission
- Certificate of Appropriateness ☐
- Landmark Nomination ☐
- Demolition Request ☐

Administrative
- Administrative Exception ☐
- Health Services and Congregate Living Permit ☐

Request:

Please consider vacating right of way on Elmore Ave. to gain access for a commercial lot Development.

Total Land Area: 21,026 Square Feet

Submittal Requirements:

- The completed application form.
- Required fee: $400.

The Applicant hereby acknowledges and agrees to the following procedure and requirements:

(1) Application:
- Prior to submission of the application for the right-of-way or easement vacation, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the right-of-way or easement vacation process.
- 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) Public Notice for the Plan and Zoning Commission public hearing:
- Planning staff will send a public hearing notice to surrounding property owners.

(3) Plan and Zoning Commission's consideration of the right-of-way or easement vacation:
- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will hold a public hearing on the request. Subsequently, 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.

(4) City Council's consideration of the right-of-way or easement vacation:
- Planning staff will send a public hearing notice to surrounding property owners.
- The Committee of the Whole (COW) will hold a public hearing on the request. Subsequently, the City Council will vote on the request. For a right-of-way or easement vacation to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Adam Seitz Date: 04/06/2022

By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

Received by: Date:

Planning staff

Date of the Public Hearing:

Meetings are held in City Hall Council Chambers located at 226 West 4th Street, Davenport, Iowa.

LEGAL DESCRIPTION

PART OF THE ELMORE AVENUE RIGHT OF WAY

DAVENPORT, IOWA

Part of the Northwest Quarter of Section 8, Township 78 North, Range 4 East of the 5th P.M., Davenport, Scott County, Iowa, being more particularly described as follows:

Commencing, as a point of reference, at the southeast corner of Lot 2 of Pheasant Ridge First Addition to the City of Davenport, Iowa; thence North 00°-08'-28" East (assumed bearing for this description) 241.25 feet along the east line of said Lot 2 to the northwest corner of Lot 1 of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa, said point being the POINT OF BEGINNING of the tract of land hereinafter described:

thence continuing North 00°-08'-25" East 235.54 feet along the east line of said Lot 2;

thence South 44°-59'-10" East 128.78 feet;

thence southerly 105.97 feet along a curve concave westerly having a radius of 1,435.00 feet and a chord bearing and distance of South 02°-11'-15" East 105.95 feet;

thence South 00°-04'-20" East 105.89 feet to a point on the north line of said Lot 1;

thence North 54°-54'-25" West 117.08 feet along the northerly line of said Lot 1 to the point of beginning.

Containing 21,026 square feet, more or less.

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

Public Hearing Notice | Plan and Zoning Commission

Date: 5/3/2022
Time: 5 PM

Location: Council Chambers | City Hall | 226 W. 4th ST.
Subject: Public Hearing for a Right-Of-Way Vacation Before the Plan and Zoning Commission

To: All property owners within 200 feet of the subject public right-of-way located west of Elmore Avenue and south of Pheasant Creek.

What is this About?
This notice is being sent to inform you that a public hearing will be held for a request to vacate unimproved public right-of-way. The purpose of the vacation request is to facilitate development of the abutting 7.41 acre commercial property (Parcel #Y0801-03) to the west.

Request/Case Description
Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]

What are the Next Steps after the Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on May 3, 2022. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on May 17, 2022. The Commission's recommendation will be forwarded to the City Council which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. The City Council will ultimately decide if the property is no longer needed for City purposes, and is eligible for vacation. At that point, the City Attorney's office will negotiate with adjacent property owners to determine the appropriate way to convey the property, and possibly, purchase price. For the specific dates and times of subsequent meetings, please contact the case planner below.

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

All documents related to the meeting (agenda included) are at "Search Minutes & Agendas": http://www.cityofdavenportiowa.com/boards Mondays before the meeting/public hearing.

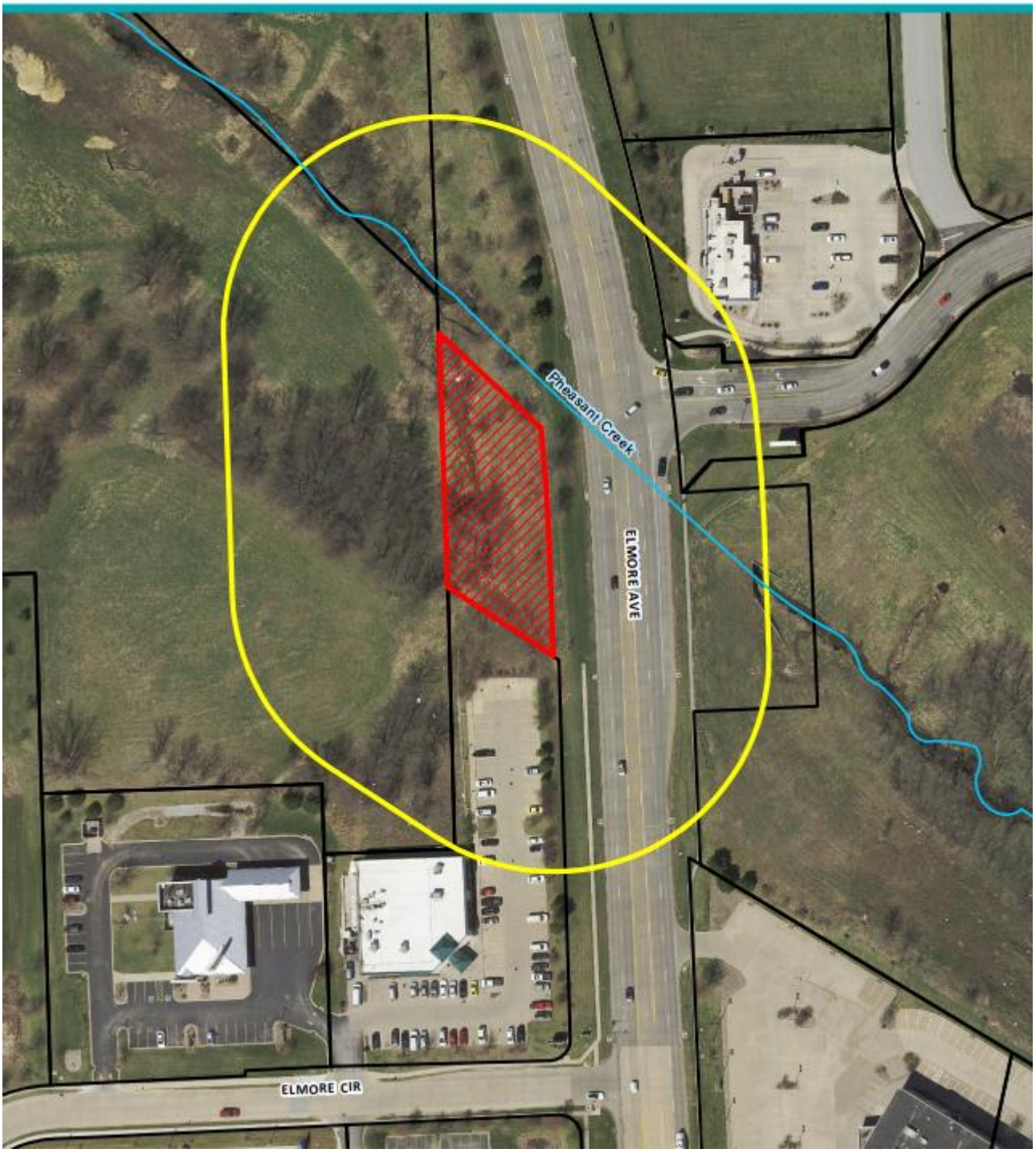
Do You Have Any Questions?
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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

THE CITY OF DAVENPORT
IOWA | USA

ROW Vacation
200' Mailing Radius
Case ROW22-03

ROW Vacation
200' Notification Boundary
0 100 200
Feet



Development and Neighborhood Services
1200 East 46th St. Davenport, Iowa 52807

T | 563.326.6198
E | contactus@davenportiowa.com

davenportiowa.com/DNS

DAVENPORT
DEVELOPMENT & NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | Committee of the Whole

Date: 6/1/2022 Location: Council Chambers | City Hall | 226 W. 4th ST.
Time: 5:30 PM Subject: Public Hearing for a Right-Of-Way Vacation

To: All property owners within 200 feet of the subject public right-of-way located west of Elmore Avenue and south of Pheasant Creek.

What is this About?
This notice is being sent to inform you that a public hearing will be held for a request to vacate unimproved public right-of-way. The purpose of the vacation request is to facilitate development of the abutting 7.41 acre commercial property (Parcel #Y0801-03) to the west.

Request/Case Description
Case ROW22-03: Request of VSM Holdings, LLC to vacate unimproved right-of-way west of Elmore Avenue and south of Pheasant Creek. [Ward 6]

At its May 17, 2022 meeting, the Plan and Zoning Commission recommended approval of the aforementioned case, subject to the following condition:

Findings:
1. The unimproved public right-of-way is not required for city purposes.
2. A utility easement would preserve the rights for utility providers to maintain existing and future infrastructure.

Condition:
1. The vacation and subsequent land acquisition are to include easements as applicable for storm sewer, sanitary sewer, floodplain, and drainage.

The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, June 1, 2022 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

You may submit written comments on the above item or attend the public hearing to express your views, or both. Written comments may be sent via email to mayor.info@davenportiowa.com or mailed to the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the day of the public hearing.

All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

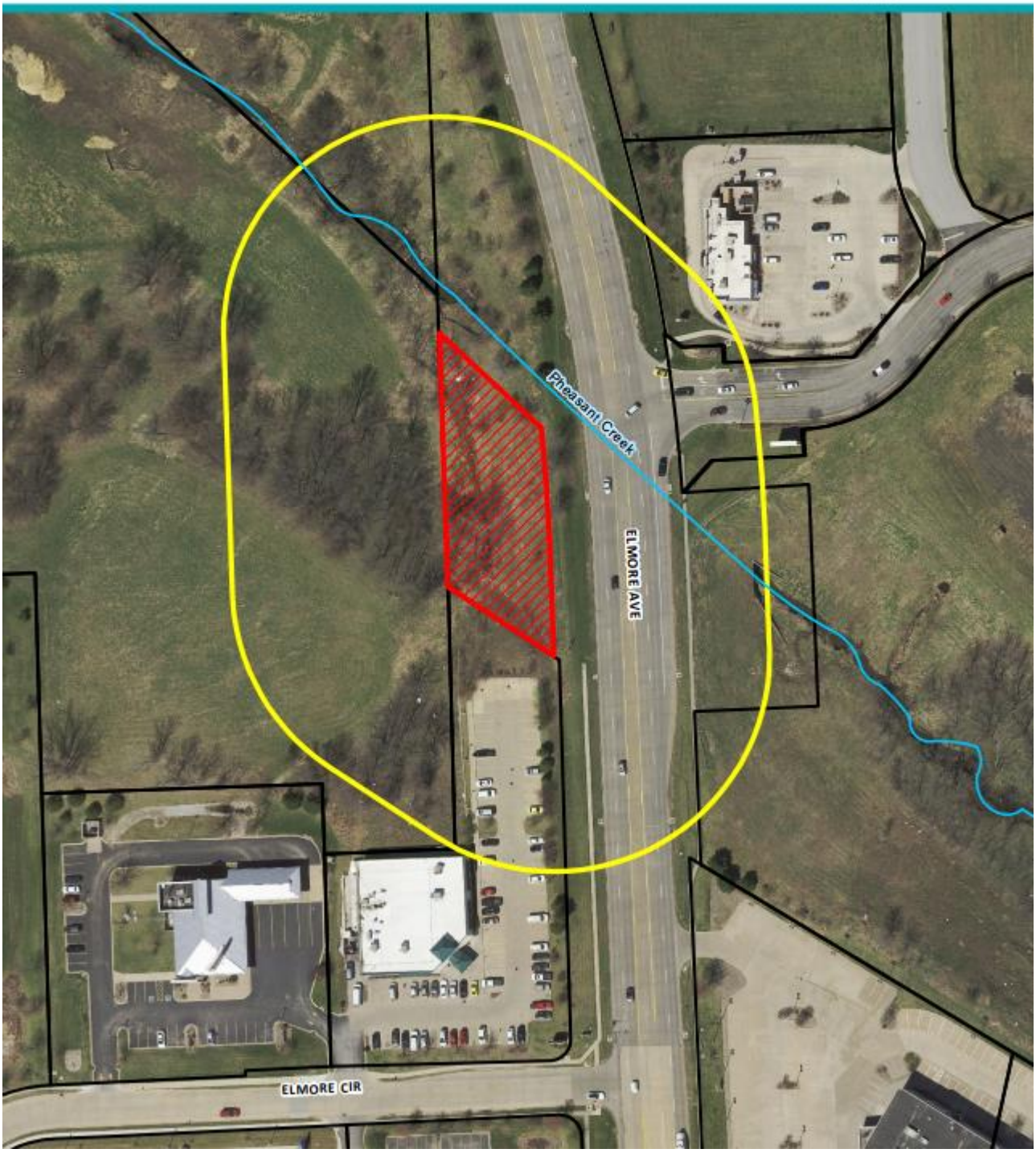
Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

THE CITY OF DAVENPORT
IOWA | USA

ROW Vacation
200' Mailing Radius
Case ROW22-03

ROW Vacation
200' Notification Boundary

0 100 200
Feet



Development and Neighborhood Services
1200 East 46th St. Davenport, Iowa 52807

T | 563.326.6198
E | contactus@davenportiowa.com

davenportiowa.com/DNS

City of Davenport

Department: Community Planning & Economic Development
Contact Info: Brian Heyer | 563-326-7735

Action / Date
6/22/2022

Subject:
Resolution authorizing the conveyance of the vacated public right-of-way known as a portion of the alleyway in Block 1 of A.M. Cooks Addition lying between Boies Avenue and Rockingham Road (The Overland Group, Petitioner). [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
The Overland Group intends to incorporate this vacated public right-of-way into its development of a new Dollar General store on Rockingham Road. The conveyance is subject to easements and restrictions of record and existing utilities.

Notice of the Public Hearing was published as required by State law and was held at the June 15, 2022 Committee of the Whole Meeting.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/9/2022 - 1:25 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of the vacated public right-of-way known as a portion of the alleyway in Block 1 of A.M. Cooks Addition lying between Boies Avenue and Rockingham Road (The Overland Group, Petitioner).

WHEREAS, the City of Davenport currently owns vacated public right-of-way known as the alleyway located in Block 1 of A.M. Cooks Addition lying between Boies Avenue and Rockingham Road, legally described as:

> Commencing at the Southwest Corner of Lot 10 of Block 1 of A.M. Cooks Addition to Davenport, Iowa, in accordance with the plat thereof recorded in deed book 92 at page 323 of the records of the Scott County Recorder's Office; thence N57°00'30"E, along the south line of said Lot 10, a distance of 27.46 feet, to the point of beginning; thence continuing N57°00'30"E, 176.30 feet, to a point on the westerly right-of-way line of the Canadian Pacific DME Railroad; thence S71°13'09"E, along said westerly right-of-way line, 24.33 feet; thence S53°19'36"W, 162.87 feet; thence S66°39'30"W, 29.23 feet; thence N32°59'30"W, 24.67 feet, to the point of beginning. Said public alley vacation contains 4,593 square feet more or less and is subject to easements and restrictions of record; and

WHEREAS, the City of Davenport wishes to convey the same to The Overland Group subject to easements and restrictions of record and existing utilities; and

WHEREAS, a Public Hearing on the matter was held on Wednesday, June 15, 2022, as required by law.

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 Overland Group, subject to easements and restrictions of record and existing utilities; and

BE IT FURTHER RESOLVED that the conveyance shall be executed by the Mayor and Deputy City Clerk on behalf of the City.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: City Clerk **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **6/22/2022**

Subject:
Resolution approving Case CP22-01 being the request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport has received increasing development interest in the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. Given the adjacent residential development in Bettendorf and the surrounding area, the City is initiating this amendment to better prepare for future development of this substantial growth area.

Davenport's Future Land Use Map currently identifies this area as Urban Fringe. This land use designation is intended for "areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time." In addition, the subject area is outside the 2035 Urban Service Boundary.

The City is required to amend the existing land use before any development can occur. Once a future land use category is assigned to the area, then the property can be subdivided and rezoned in smaller sections as development occurs. The land is currently zoned S-AG Agricultural District, which is intended to address existing agricultural land uses. The property owner is interested in selling 50 acres on the eastern edge of the site to continue the residential subdivision in Bettendorf.

Based on initial conversations with the property owner, the intention is to develop the area from east to west. The first phase of development is to expand the Forest Grove Crossing subdivision in Bettendorf into Davenport.

The Plan & Zoning Commission reviewed Case CP22-01 at its May 31, 2022 meeting and have recommended approval (8-0) with the following findings:

Findings:

1. The proposed future land use amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes orderly development that protects the public health, safety, and welfare of the City.
3. The amendment identifies land for current and future development through the extension of the urban service boundary.

A staff report has been attached with a full analysis.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Resolution & Map
🗋	Backup Material	Staff Report
🗋	Backup Material	Maps

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Thorndike, Tiffany	Approved	6/10/2022 - 2:55 PM
City Clerk	Thorndike, Tiffany	Approved	6/10/2022 - 2:56 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION for Case CP22-01 being the request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the city limit to the east.

WHEREAS, The Davenport +2035 Future Land Use Map shall be amended from "Urban Fringe" to "Residential General" and "Open Space & Public Land" as depicted in the attached Future Land Use Map Amendment.

WHEREAS, the Urban Service Boundary shall be expanded to encompass the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the city limit to the east.

WHEREAS, At its May 31, 2022 meeting, the City Plan and Zoning Commission voted to forward Case CP22-01 to the City Council with a recommendation for approval in accordance with the listed findings.

Findings:

1. The proposed future land use amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed amendment promotes orderly development that protects the public health, safety, and welfare of the City.
3. The amendment identifies land for current and future development through the extension of the urban service boundary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that this amendment to the Future Land Use Map of the Davenport Comprehensive Plan is hereby approved and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution as required by law.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT
IOWA | USA

Davenport +2035
Future Land Use Map Amendment



City of Davenport
Plan & Zoning Commission-Staff Report
May 31, 2022

Case CP22-01: Request of the City of Davenport to amend the Davenport +2035 Comprehensive Plan by assigning Future Land Use Map classifications to the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the city limit to the east. [Ward 6]

Discussion:
The City of Davenport has received increasing development interest in the approximately 200 acres of land bounded by I-80, Forest Grove Drive, Utica Ridge Road, and the City Limit to the east. Given the adjacent residential development in Bettendorf and the surrounding area, the City is initiating this amendment to better prepare for future development of this substantial growth area.

Davenport's Future Land Use Map currently identifies this area as Urban Fringe. This land use designation is intended for "areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time." In addition, the subject area is outside the 2035 Urban Service Boundary.

The City is required to amend the existing land use before any development can occur. Once a future land use category is assigned to the area, then the property can be subdivided and rezoned in smaller sections as development occurs. The land is currently zoned S-AG Agricultural District, which is intended to address existing agricultural land uses. The property owner is interested in selling 50 acres on the eastern edge of the site to continue the residential subdivision in Bettendorf.

Based on initial conversations with the property owner, the intention is to develop the area from east to west. The first phase of development is to expand the Forest Grove Crossing subdivision in Bettendorf into Davenport.

Comprehensive Plan:
Within Existing Urban Service Area: No
Within Urban Service Area 2035: No

Future Land Use Designations:
The Davenport +2035 Land Use Plan Update can be found online using the following link: at https://www.davenportiowa.com/common/pages/DisplayFile.aspx?itemId=13273690

The subject area is designated Urban Fringe in the Davenport +2035 Land Use Map. The following are future land use categories:

1. **Agricultural Reserve (AR)** – Areas located outside the Urban Service Area and unlikely to develop in the foreseeable future. Uses should be limited to agriculture and open space, with only limited residential development needing minimal urban services.
2. **Urban Fringe (UF)** – Areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time.
3. **Open Space / Public Land (OS)** - Includes undeveloped open space, natural areas, floodplains and wetlands that may be or may not be planned for future park and recreation development.

4. **Parks and Recreation (PR)** - Designates major developed parks, recreation areas, golf courses, cemeteries, etc. Park or recreation properties can be located in any zoning district. Smaller parks may not appear on the map because of the more general nature and scale of the map. But, it is implied in Residential General (RG) that small neighborhood parks are included.
5. **Residential General (RG)** - Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.
6. **Urban Corridor (UC)** - Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.
7. **Commercial Corridor (CC)** – Well-established corridors located along high-volume major streets dominated by retail and office uses that serve the greater community. Development is generally newer and redevelopment is not anticipated within the 20 year planning horizon. Improvements should focus on façade and site improvements, including pedestrian circulation systems and consolidated/updated signage.
8. **Commercial Node (CN)** - Clusters of generally more intense uses found either along existing Urban Corridors or along or at the intersection of major streets in newly developed areas. CN areas may contain commercial uses somewhat more intense than uses found elsewhere on Urban Corridors, as well as higher density residential uses and office and service businesses. CN should serve a population of about 5000 people within 1/2 mile. Ideally, CN areas should be architecturally integrated, and designed to serve all modes of transportation. Pedestrian connections to the neighborhoods they serve are important. Therefore, master planning and customized zoning provisions for new CN areas should occur before development or redevelopment occurs.
9. **Regional Commercial (RC)** – Are the most intense commercial areas that have service boundaries that extend beyond the City limits of Davenport. Areas designated RC should be located at the intersections of major streets and have good access to interstate and other highways. Typical uses include big box retail and large office complexes; although some residential, service and institutional uses may also be located within RC. Most people will drive or take transit to areas designated RC. However, good pedestrian systems should serve these areas and focus on connectivity from the street, through parking lots and between individual uses. Connectivity to nearby neighborhoods is desirable but less important.
10. **Civic / Institutional (CI)** – Reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside of the Downtown (DT).
11. **Industry (I)** - Designates areas devoted to manufacturing, assembly/fabrication, warehousing and distribution, research and technological innovation centers, and associated commercial/office uses developed at a scale as to warrant access to good transportation networks and separation or buffering from residential uses.

12. **Downtown (DT)** – the original center of the City, marked by historical buildings, regional cultural attractions, large scale single-purpose or mixed-use developments, government or institutional centers. Development in DT shall be governed by detailed design guidelines marked by high quality design and building materials, set in an environment that is supportive of all transportation modes, including pedestrian.

Zoning:
The subject area is currently zoned S-AG Agricultural District. This zoning classification is intended to address existing agricultural land uses. The standards of the S-AG District promote the continuation of farming, and protect agricultural land uses from encroachment of incompatible developments.

Technical Review:
Planning staff has solicited feedback from the City of Bettendorf, the school district, and utility companies to determine the urban services required to facilitate development of this substantial growth area. Outside agencies will continue to be notified as development occurs within this growth area. Below are initial comments from City departments:

- **Zoning:** The property is currently zoned S-AG Agricultural District. Planning staff anticipate the site will largely develop as residential, with some limited commercial near the intersection of Utica Ridge Road and Forest Grove Drive. Since the site is over 200 acres, rezoning the property will occur in increments as development occurs.
- **Streets:** Forest Grove Drive/Veterans Memorial Parkway is intended to serve as a major east-west arterial street with limited traffic signals and intersections. The speed of travel is intended to remain at its current 40 mph. Engineering staff will require access points to Forest Grove Drive to align with the existing road network to the south (Somerset Road, Golf Course Road, and Eagle Ridge Road). Access to Utica Ridge Road will be limited due to Iowa DOT requirements related to distances allowed from highway overpasses. In addition, Charissa's Place in Bettendorf will also be extended from the residential subdivision in Bettendorf, westward into Davenport. However, additional details will be established during the development process.
- **Sewer:** There is an existing public sanitary sewer on the eastern portion of the site serving the I-80 Rest Stop. The sanitary sewer is sized to accommodate development in this area. Additional sanitary sewer can be extended north along Utica Creek.
- **Parks and Recreation:** The City of Davenport Parks and Recreation Comprehensive Plan identified this portion of the city as deficient in park land, particularly neighborhood and community parks. With anticipated residential development, additional park space and trail connectivity should be prioritized. Neighborhood parks typically require 5-10 acres of land, while community parks need 20-30 acres.
- **Police & Fire:** Emergency services will be notified throughout the planning process to ensure resources can be made available to accommodate response times and public safety.
- **Education:** The subject area is within the Bettendorf Community School District.

Staff Recommendation
- **Urban Service Boundary:** Expand the Urban Service Boundary to encompass the entirety of the growth area. The service boundary will include all land south of I-80 and to the eastern municipal limit.
- **Residential General:** Given the development of Forest Grove Crossings in Bettendorf, there is development interest to continue residential neighborhoods between the interstate and Forest

Grove Road. Residential General does accommodate limited neighborhood commercial development and future parkland.

- **Open Space & Public Land:** Establish a 100' buffer around Utica Creek. This is consistent with other creek systems throughout the city. Utica Creek does not contain any mapped floodplain through the subject area. However, its preservation will protect a natural feature, prevent flooding, and provide a future amenity for recreation.
- **Future Commercial Node:** Commercial development will be directed towards the intersection of Utica Ridge Road and Forest Grove Drive. Neighborhood compatible commercial services clustered around this intersection can provide amenities to local residents.

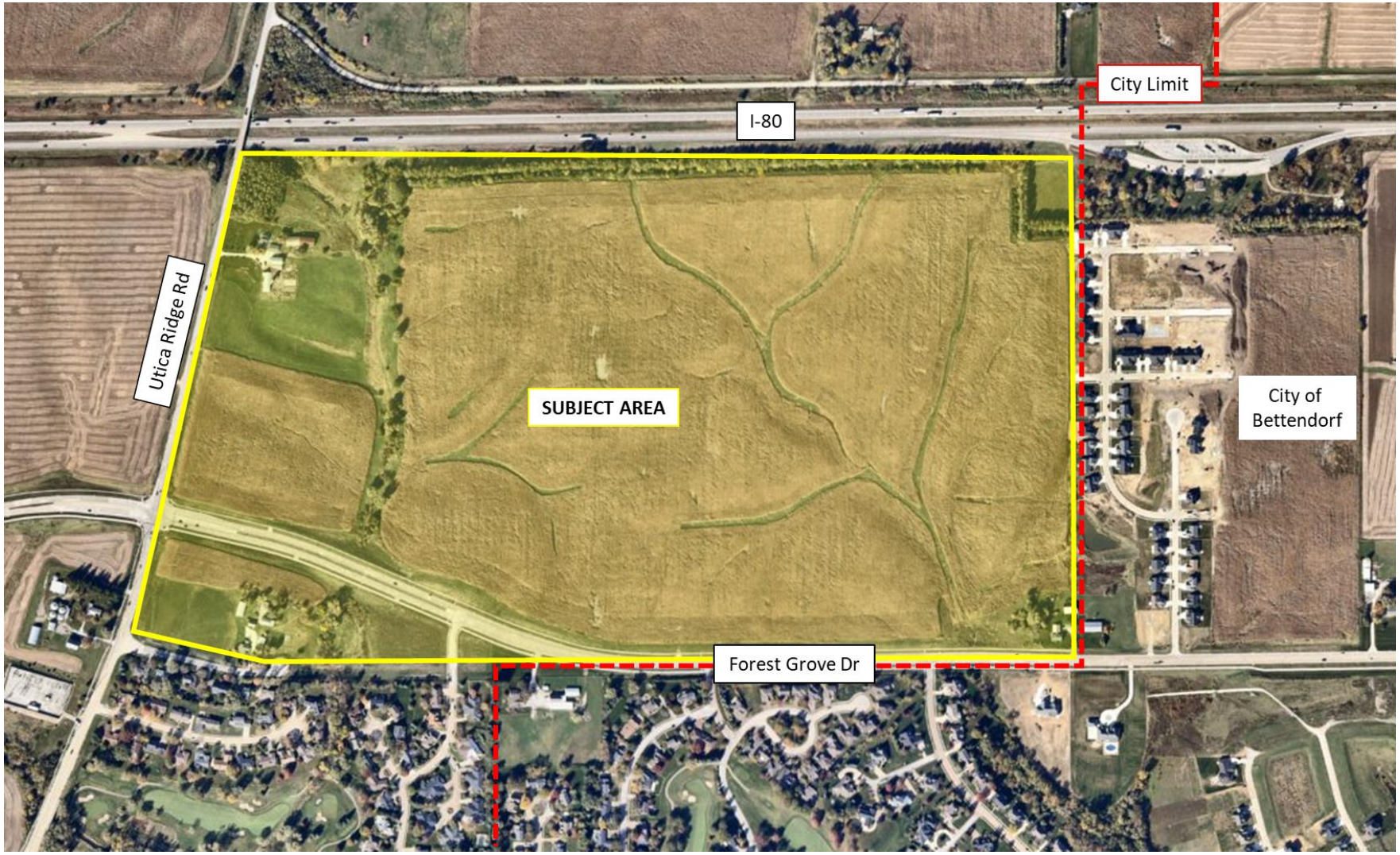
Public Input:
A public hearing notice was published in the Quad City Times notifying residents of the May 17, 2022 Plan and Zoning Commission Public Hearing.

City staff met with the ownership group and interested developer on April 28, 2022. Staff outlined the process to have the eastern portion of the site developed, which includes a Future Land Use Map amendment, rezoning, and subdivision plat.

Staff will apprise the Commission of any additional correspondence at the May 31, 2022 Plan and Zoning Commission meeting.

Vicinity Map

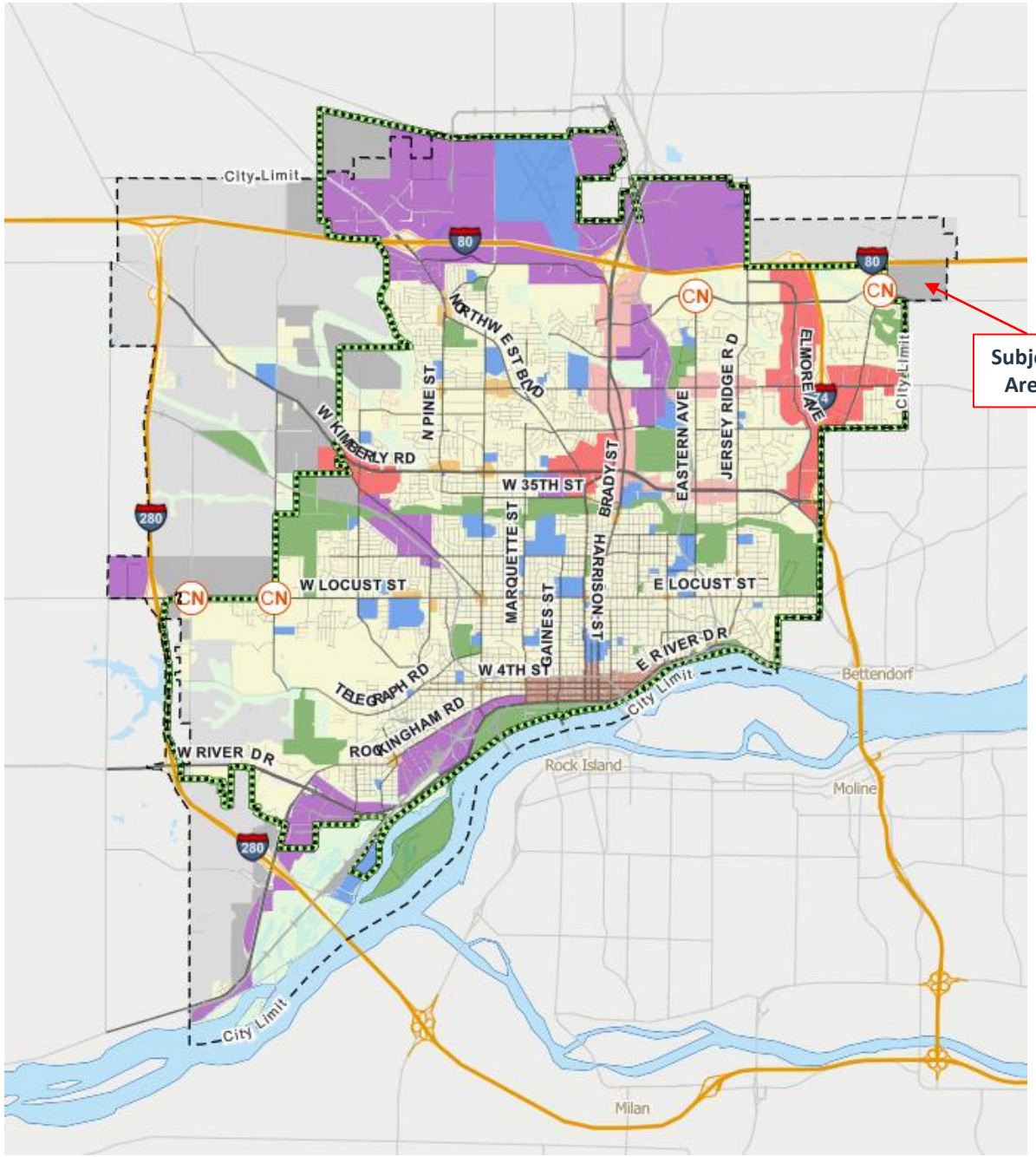
DAVENPORT
IOWA | USA



Davenport +2035 Future Land Use Map

Land Use+2035

- Urban Corridor
- Commercial Node
- Regional Commercial
- Commercial Corridor
- Residential General
- Civic and Institutional
- Downtown
- Industry
- Parks and Recreation
- Open Space and Public Land
- Urban Fringe
- Agricultural Reserve



Davenport +2035
Future Land Use Map

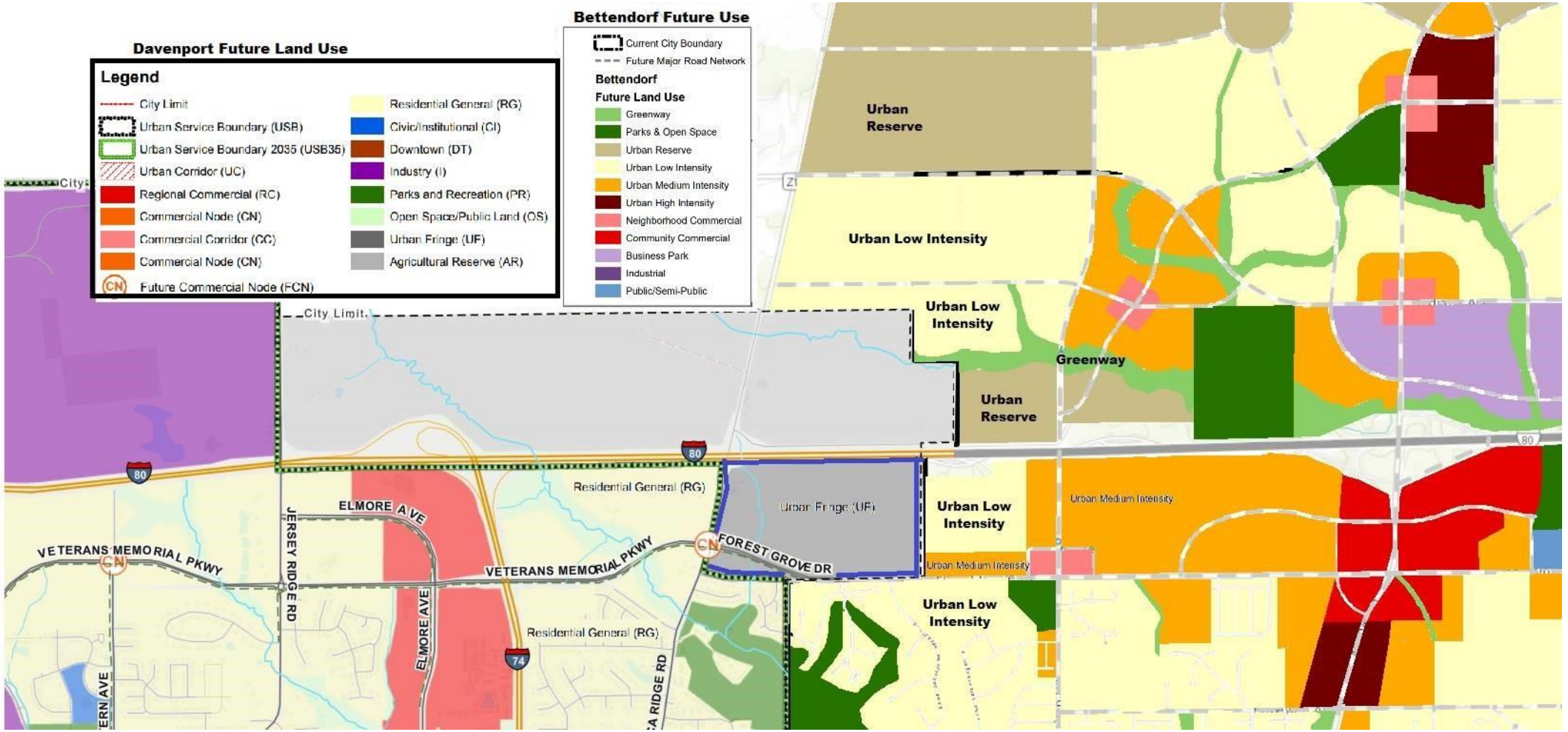
DAVENPORT
IOWA | USA

Existing Land Use:

Urban Fringe (UF) – Areas that are currently outside the Urban Service Area but may be considered for inclusion later within the planning timeframe. Appropriate land use categories should be determined at that time.



Davenport & Bettendorf
Future Land Use Maps



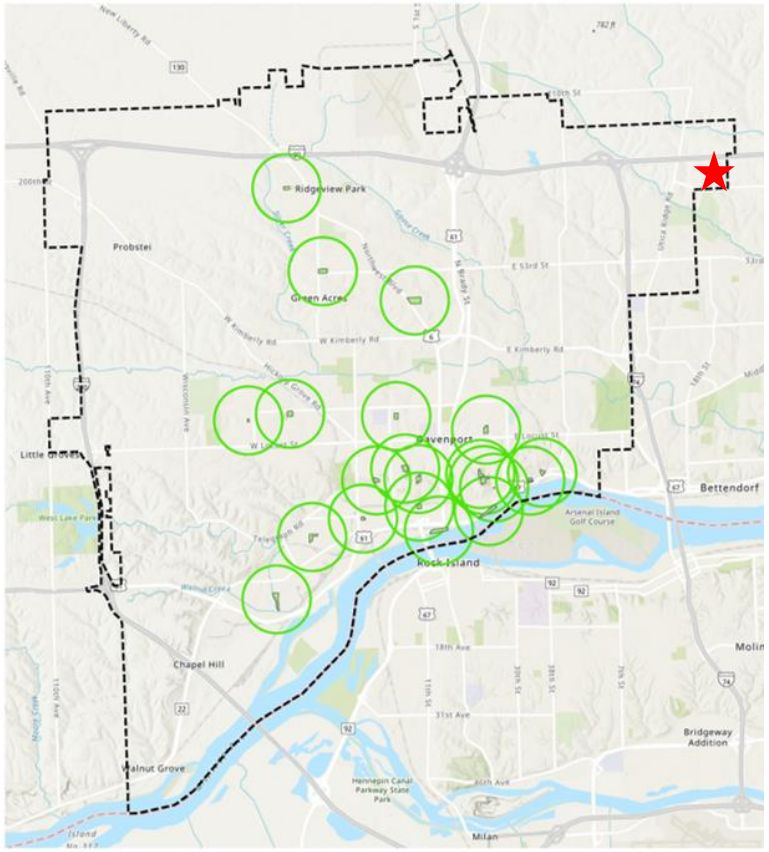
Zoning Map

DAVENPORT
IOWA | USA



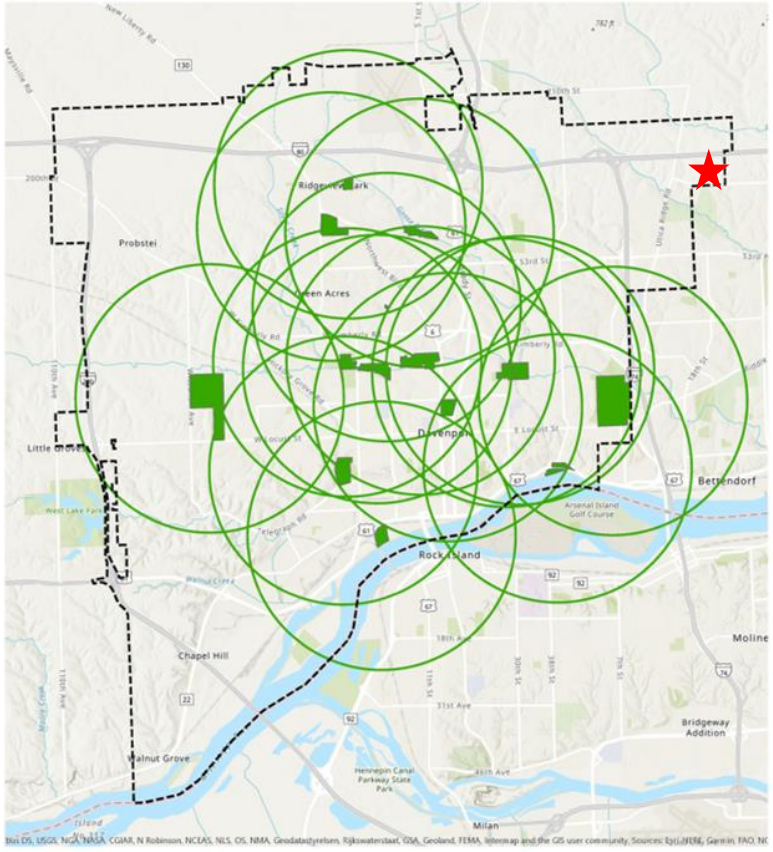
Parks & Recreation

DAVENPORT
IOWA | USA



LOS: NEIGHBORHOOD PARKS

Neighborhood park distribution shows a concentration of neighborhood parks in the oldest neighborhoods with fewer parks in newer neighborhoods and undeveloped areas within the city limits. Service radius overlap in the older neighborhoods illustrates there is more than adequate facilities in those areas but the overall neighborhood service level is low elsewhere.

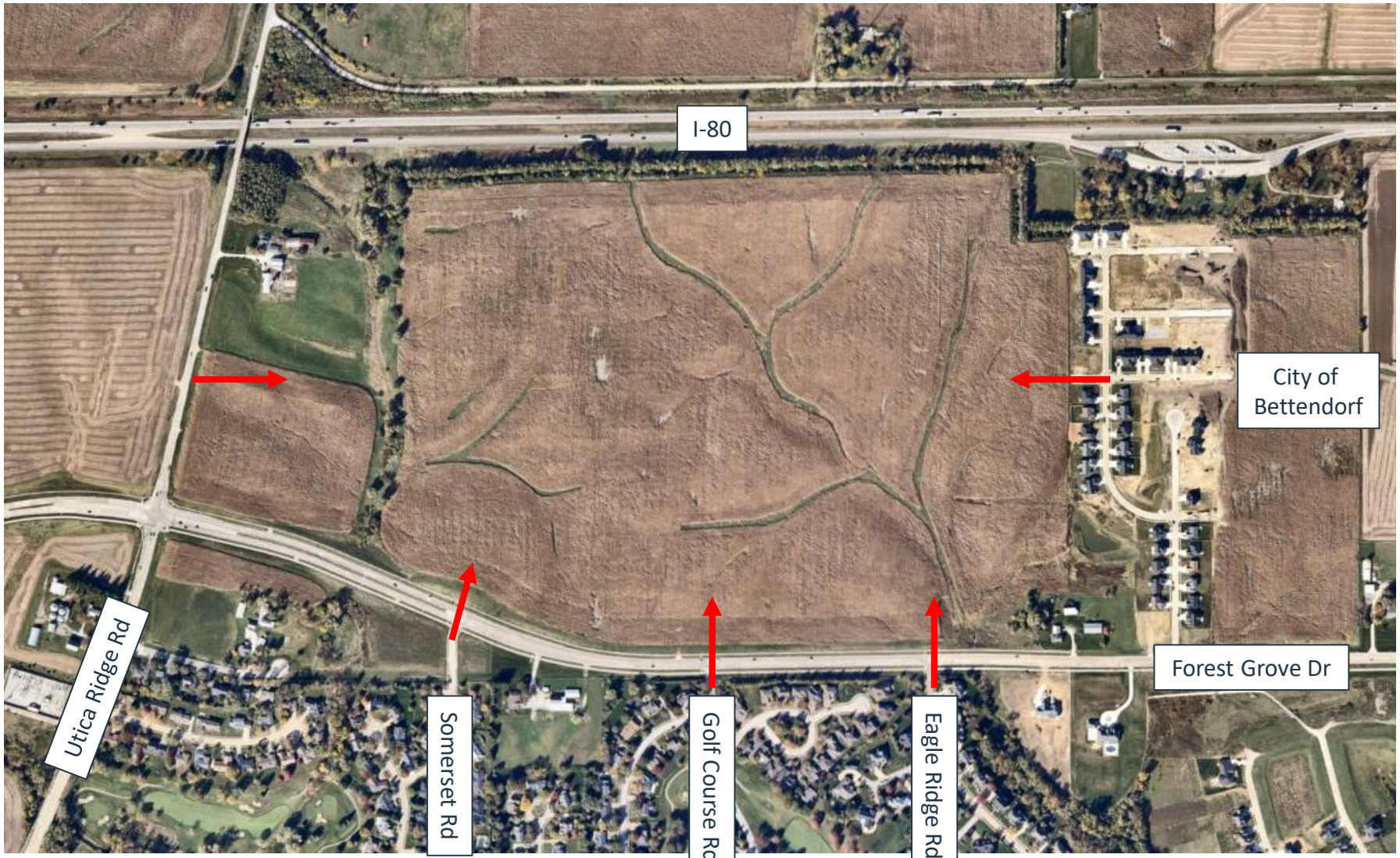


LOS: COMMUNITY PARKS

Community park distribution show several community scale parks within the city limits with considerable overlap in their service radius. The Duck Creek corridor, running east and west, features five parks of significant size. This map illustrates a lack of community park facilities in the northwest, northeast and southwest corners of the city.

Street Connections

DAVENPORT
IOWA | USA



City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-328-7769 **6/22/2022**

Subject:
Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 324 Main Street – The Davenport Project. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The 324 Main Street Project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 79-unit project located at 324 Main Street.

The application requirements for the WHTC program include the submission of a Resolution in support of the housing project by the community where the project will be located and requires documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit.

The project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for 10 year, 100% exemption schedule. The URTE benefit will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program and the project will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

Approval of this Resolution will authorize the Mayor and staff to execute the documents needed to support this project's WHTC application.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	324 Main Street Property Photos

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/9/2022 - 8:50 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 324 Main Street – The Davenport Project.

WHEREAS, the Davenport project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 79-unit project located at 324 Main Street; and

WHEREAS, successful completion of the 324 Main Street project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit; and

WHEREAS, the 324 Main Street project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for the 10 year, 100% exemption schedule; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program; and

WHEREAS, the project receiving the URTE benefit will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 324 Main Street – The Davenport Project is hereby fully supported in submitting an application for the Workforce Housing Tax Credit Program.

Passed and approved this 22nd day of June, 2022.

Approved: Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
City Clerk

324 Main Street – The Davenport Hotel





City of Davenport

Department: Community Planning & Economic Development
Contact Info: Bruce Berger | 563-328-7769

Action / Date
6/22/2022

Subject:
Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 311 West 3rd Street – Dorothea Project. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The 311 West 3rd Street Project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the8 unit project located at 311 West 3rd Street.

The application requirements for the WHTC program include the submission of a Resolution in support of the housing project by the community where the project will be located and requires documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit.

The project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for 10 year, 100% exemption schedule. The URTE benefit will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program and the project will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

Approval of this resolution will authorize the Mayor and staff to execute the documents needed to support this project's WHTC application.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	311 West 3rd Street Property Photos

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/9/2022 - 8:51 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 311 West 3rd Street – Dorothea Project.

WHEREAS, the Davenport project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 8-unit project located at 311 West 3rd Street; and

WHEREAS, successful completion of the 311 West 3rd Street project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit; and

WHEREAS, the 311 West 3rd Street project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for the 10-year, 100% exemption schedule; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program; and

WHEREAS, the project receiving the URTE benefit will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 311 West 3rd Street – Dorothea Project is hereby fully supported in submitting an application for the Workforce Housing Tax Credit Program.

Passed and approved this 22nd day of June, 2022.

Approved: Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
City Clerk

311 West 3rd Street – The Dorothea



Front



Rear

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-328-7769 **6/22/2022**

Subject:
Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 628 Harrison Street – Raphael's Emporium Project. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The 628 Harrison Street Project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 6-unit project located at 628 Harrison Street.

The application requirements for the WHTC program include the submission of a Resolution in support of the housing project by the community where the project will be located and requires documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit.

The project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for 10 year, 100% exemption schedule. The URTE benefit will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program and the project will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

Approval of this Resolution will authorize the Mayor and staff to execute the documents needed to support this project's WHTC application.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	628 Harrison Street Property Photos

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/9/2022 - 8:51 AM

Resolution No._____

Resolution offered by Alderman Gripp.

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

RESOLUTION of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 628 Harrison Street – Raphael's Emporium Project.

WHEREAS, the Davenport project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 6-unit project located at 628 Harrison Street; and

WHEREAS, successful completion of the 628 Harrison Street project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit; and

WHEREAS, the 628 Harrison Street project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for the 10-year, 100% exemption schedule; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program;

WHEREAS, the project receiving the URTE benefit will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 628 Harrison Street project is hereby fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Passed and approved this 22nd day of June, 2022.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

628 Harrison Street – Raphael’s Emporium



Front



Rear

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-328-7769 **6/22/2022**

Subject:
Resolution of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 307 West 6th Street – Roosevelt Project. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The 628 Harrison Street Project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the approximately 30 unit project located at 307 West 6th Street.

The application requirements for the WHTC program include the submission of a Resolution in support of the housing project by the community where the project will be located and requires documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit.

The project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for 10 year, 100% exemption schedule. The URTE benefit will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program and the project will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

Approval of this Resolution will authorize the Mayor and staff to execute the documents needed to support this project's WHTC application.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	307 West 6th Street Photos

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/9/2022 - 8:51 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION of support for the submission of a Workforce Housing Tax Credit application to the State of Iowa for the 307 West 6th Street – Roosevelt Project.

WHEREAS, the Davenport project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the approximately 30-unit project located at 307 West 6th Street; and

WHEREAS, successful completion of the 307 West 6th Street project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than $1,000 per dwelling unit; and

WHEREAS, the 307 West 6th Street project is located within the City's Urban Revitalization Tax Exemption (URTE) area and is applying for the 10-year, 100% exemption schedule; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program; and

WHEREAS, the project receiving the URTE benefit will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 307 West 6th Street project is hereby fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Passed and approved this 22nd day of June, 2022.

Approved: Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

307 West 6th Street – Roosevelt Building Renovation





City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **6/15/2022**

Subject:
Resolution providing preliminary approval for economic development assistance through tax increment financing to Fair Oaks Farms, LLC doing business as Fair Oaks Foods for the construction of a state-of-the-art food production facility located at 2951 Enterprise Way. [Ward 8]

STAFF REQUESTS SUSPENSION OF THE RULES TO VOTE LATER ON THIS AGENDA.

Recommendation:
Adopt the Resolution.

Background:
Fair Oaks Farms, LLC, doing business as Fair Oaks Foods, is planning to construct a state-of-the-art food production facility at 2951 Enterprise Way in Davenport, Iowa pending state and local project approvals. The $134 million investment includes a 150,000 square foot facility in the Eastern Iowa Industrial Center. The project will create 247 full-time positions with an average wage of $23.95 per hour. All positions are supported with a benefits package.

Fair Oaks Foods is headquartered in Pleasant Prairie, Wisconsin and is a family-owned meat processing company and the 11th largest Black-owned business in the United States. Founded in 1985, Fair Oaks Foods produces and supplies a variety of protein products including bacon, meatballs, pork and turkey sausage. The Davenport facility will be an expansion of the company's current capabilities and produce fully cooked bacon.

Fair Oaks Foods is also seeking financial assistance from the State of Iowa's High Quality Jobs program and training funds from Eastern Iowa Community College. In return for the creation of 247 jobs the City of Davenport will be offering a 60% tax increment financing (TIF) rebate over a fifteen-year period, minus $1.1 million for the upfront cost of an on-site pretreatment facility.

Adoption of this Resolution documents the following items:

1. City Council's preliminary approval of City participation in the project in support of the company's application to the Iowa Economic Development Authority for financial assistance, and serves as the proposed source for the required local match.
2. Authorizes the Mayor to sign documents as related to the project.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Site Map

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/14/2022 - 11:15 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION providing preliminary approval for economic development assistance through tax increment financing to Fair Oaks Farms, LLC doing business as Fair Oaks Foods for the construction of a state-of-the-art food production facility located at 2951 Enterprise Way.

WHEREAS, the project involves the creation of 247 full-time positions paying an average wage of $23.95 per hour; and

WHEREAS, the proposed project will add benefits to the tax base and meets the established policy for using tax increment financing to assist in primary businesses; and

WHEREAS, tax increment financing, together with the other economic development programs of the City, have been used to increase assistance for projects which otherwise would not occur.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa hereby provides preliminary approval to Fair Oaks Farms, LLC doing business as Fair Oaks Foods through tax increment financing and authorizes the Mayor to sign all related documents.

Passed and approved this 15th day of June, 2022.

Approved:

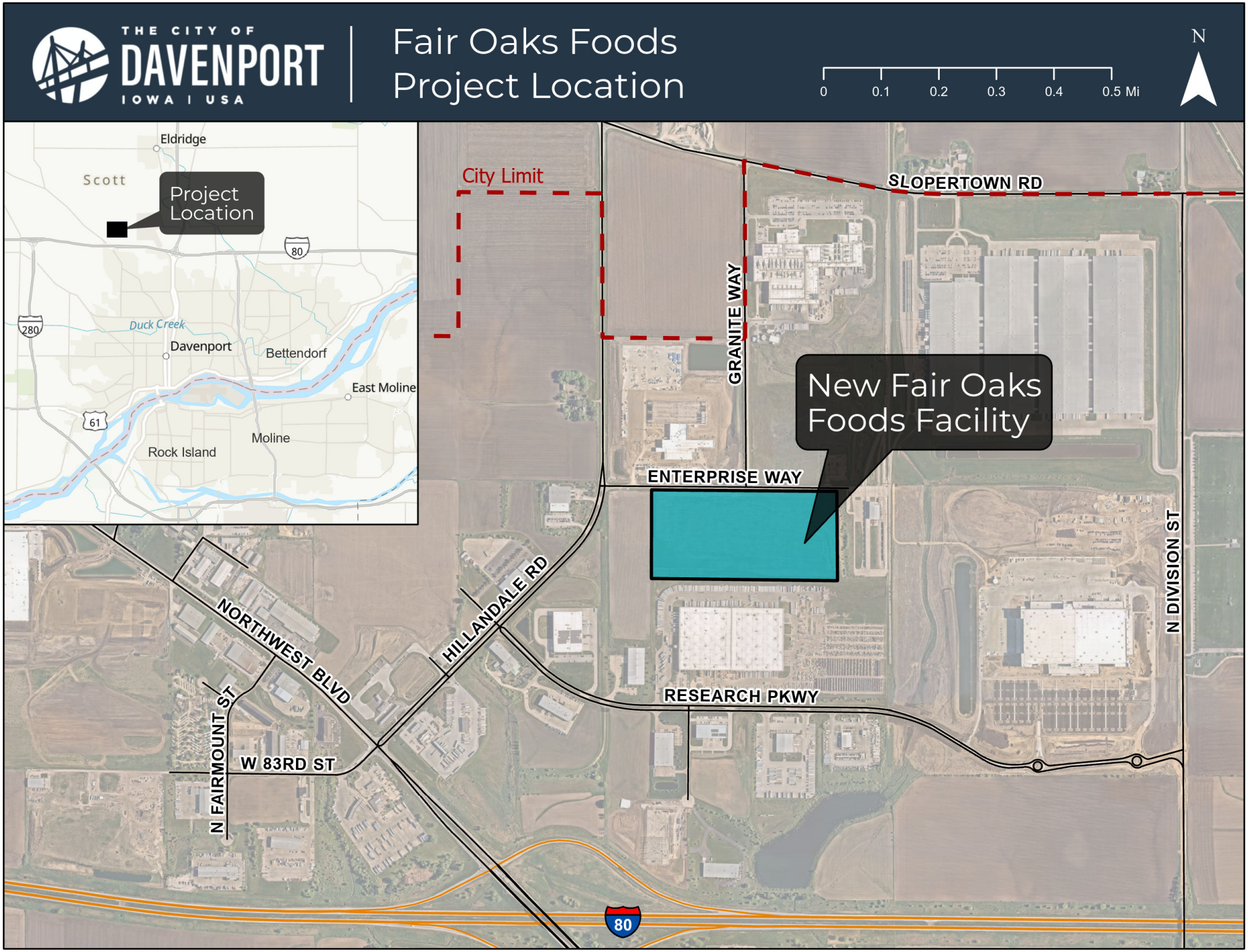
_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk


THE CITY OF DAVENPORT
IOWA | USA
Fair Oaks Foods Project Location
0 0.1 0.2 0.3 0.4 0.5 Mi
N
Eldridge
Scott
Project Location
80
280
Duck Creek
Davenport
Bettendorf
East Moline
61
Moline
Rock Island
City Limit
SLOPERTOWN RD
GRANITE WAY
New Fair Oaks Foods Facility
ENTERPRISE WAY
N DIVISION ST
NORTHWEST BLVD
HILLANDALE RD
RESEARCH PKWY
W 83RD ST
N FAIRMOUNT ST
80

City of Davenport

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

Action / Date
6/22/2022

Subject:
Motion approving the Annual Action Plan for Year 48 (July 1, 2022 - June 30, 2023) for the CDBG and HOME Programs, and authorizing the City Administrator or her designees to sign necessary documents and agreements. [All Wards]

Recommendation:
Pass the Motion.

Background:
Each year, the City must submit an Annual Action Plan (AAP) to the Department of Housing and Urban Development (HUD), which is required to receive Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. This plan will cover the fiscal year from July 1, 2022 through June 30, 2023, which is the third year of the City's current Five Year Consolidated Plan.

The AAP identifies the local objectives to be addressed, which were approved by Council at the January 12, 2022 meeting. The draft Annual Action Plan is available for public comment May 30, 2022 through June 30, 2022. Passage of this Motion will approve the Year 48 Annual Action Plan contingent upon completion of the public comment period, and also authorize the City Administrator or her designees to sign necessary documents and agreements. Pre-award costs for grant administration activities only will be utilized after the completion of the public comment period and until the authority to use grant funds is received per HUD CPD-Notice 22-05.

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	6/9/2022 - 8:52 AM

City of Davenport

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

Action / Date
6/22/2022

Subject:
First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled “No Parking” by adding Christie Street along the west side from Locust Street to Kirkwood Boulevard. [Ward 5]

Recommendation:
Adopt the Ordinance.

Background:
Christie Street is only 24 feet wide so it is difficult for traffic to drive between parked vehicles. There should be enough room for all of the parked vehicles to park along one side of the street. The east side of the street has more parking space available, which is why the west side was chosen for the no parking zone. City staff would support No Parking on the opposite side of the street if the impacted residents prefer.

ATTACHMENTS:

	Type	Description
	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 3:45 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 3:46 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 2:24 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY AMENDING SCHEDULE VII NO PARKING THERETO BY ADDING CHRISTIE STREET ALONG THE WEST SIDE FROM LOCUST STREET TO KIRKWOOD BOULEVARD.

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

Section 1. That Schedule VII No Parking of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

Christie St along the west side from Locust St to Kirkwood Blvd.

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 - Engineering
Contact Info: Gary Statz | 563-326-7754

Action / Date
6/22/2022

Subject:
First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled “No Parking” by adding various streets along the odd-numbered addresses in Prairie Heights Subdivision. [Ward 8]

Recommendation:
Adopt the Ordinance.

Background:
The streets in Prairie Heights Subdivision are narrow and it is difficult to pass between parked vehicles. The neighborhood decided that they would like no parking signs installed along the odd-numbered addresses throughout the subdivision. These are the specific streets:

Olde Brandy Lane along the south and west sides from Eastern Avenue to the western terminus.

Parkview Lane along the south side from Eastern Avenue to Deere Creek Lane.

Deere Creek Lane along the east side from Mississippi Avenue to the western terminus.

Mississippi Avenue along the east side from Prairie Heights Park Road to the northern terminus.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 3:46 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 3:46 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 2:25 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY AMENDING SCHEDULE VII NO PARKING THERETO BY ADDING VARIOUS STREETS ALONG THE ODD-NUMBERED ADDRESSES IN PRAIRIE HEIGHTS SUBDIVISION.

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

Section 1. That Schedule VII No Parking of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

Olde Brandy Ln along the south and west sides from Eastern Ave to the western terminus.

Parkview Ln along the south side from Eastern Ave to Deere Creek Ln.

Deere Creek Ln along the east side from Mississippi Ave to the western terminus.

Mississippi Ave along the east side from Prairie Heights Park Rd to the northern terminus.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad City Times* on _____

Attest:

_____	_____
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

Brandelyn Avants; Graduation Party; 906 Northbrook Drive; Saturday, June 25, 2022 6:30 a.m. - 11:00 p.m.; **Closure:** Northbrook Drive from Mount Vernon Drive to 916 Northbrook Drive. [Ward 7]

Andrew Kaufman; Oak Street 4th of July Block Party; 4415 North Oak Street; Sunday, July 3, 2022 3:00 p.m. - 11:00 p.m.; **Closure:** Oak Street from West 43rd Street to West 45th Street. [Ward 2]

Tim Shea; Belle Court 4th of July Block Party; 6123 Belle Court; Monday, July 4, 2022 10:00 a.m. - 10:00 p.m.; **Closure:** Belle Court from East 61st Street to Parkview Lane. [Ward 8]

Beertini's; Fundraiser; 3803 Rockingham Road; Sunday, July 10, 2022 2:00 p.m. - 10:00 p.m.; **Closure:** South Gayman Avenue from Rockingham Road south to just north of the alley. [Ward 1]

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Avants Graduation Party Map
Backup Material	Avants Graduation Party Street Closure Petition
Backup Material	Oak Street Block Party Street Closure Petition
Backup Material	Oak Street Block Party Map
Backup Material	Belle Court Block Party Street Closure Petition
Backup Material	Belle Court Block Party Map
Backup Material	Beertini's Fundraiser Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/9/2022 - 3:52 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 closures on the listed dates and times to hold outdoor events.

Brandelyn Avants; Graduation Party; 906 Northbrook Drive; Saturday, June 25, 2022 6:30 a.m. - 11:00 p.m.; ***Closure:*** *Northbrook Drive from Mount Vernon Drive to 916 Northbrook Drive. [Ward 7]*

Andrew Kaufman; Oak Street 4th of July Block Party; 4415 North Oak Street; Sunday, July 3, 2022 3:00 p.m. - 11:00 p.m.; ***Closure:*** *Oak Street from West 43rd Street to West 45th Street. [Ward 2]*

Tim Shea; Belle Court 4th of July Block Party; 6123 Belle Court; Monday, July 4, 2022 10:00 a.m. - 10:00 p.m.; ***Closure:*** *Belle Court from East 61st Street to Parkview Lane. [Ward 8]*

Beertini's; Fundraiser; 3803 Rockingham Road; Sunday, July 10, 2022 2:00 p.m. - 10:00 p.m.; ***Closure:*** *South Gayman Avenue from Rockingham Road south to just north of the alley. [Ward 1]*

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

WHEREAS, upon review of the application, it has been determined that said 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 closures are hereby approved and staff is directed to proceed with the closures.

Passed and approved this 22nd day of June, 2022.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk


Rapid Wildlife Services
Closure
Warren St
Mt Vernon Dr

CITY OF DAVENPORT

STREET CLOSING PETITION FOR SPECIAL EVENTS

On the 25 day of June, 20 22 during the hours of 6:30 AM - 11:00pm there is proposed a street closing, requested by Brandeham Events, which will require the closing of ~~918 NorthBrook Dr~~ Street In Front of 906 Northbrook Dr property between 918 NorthBrook Dr and Mt. Vernon.

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Jack Hass 917 NorthBrook	✓		
Barbara Stell 918 Northbrook	✓		
Megan Kirby 889 NorthBrook Dr	✓		
Dave S 905 Mt Vernon	✓		
David Feeney 836 NorthBrook	✓		
Joseph Jones 917 Victoria	✓		
[illegible] Plantation	✓		
[illegible] 925 Northbrook	✓		
Peg McDonald 901 NorthBrook Dr	✓		

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

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

Signature of Applicant — May 31, 2022 Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

CITY OF DAVENPORT

STREET CLOSING PETITION FOR SPECIAL EVENTS

On the 3rd day of July, 20 22, there is proposed a street closing, requested by Andrew Kaufman, which will require the closing of Oak St. between 43rd St and 45th St, during the hours of 3pm to 11pm.

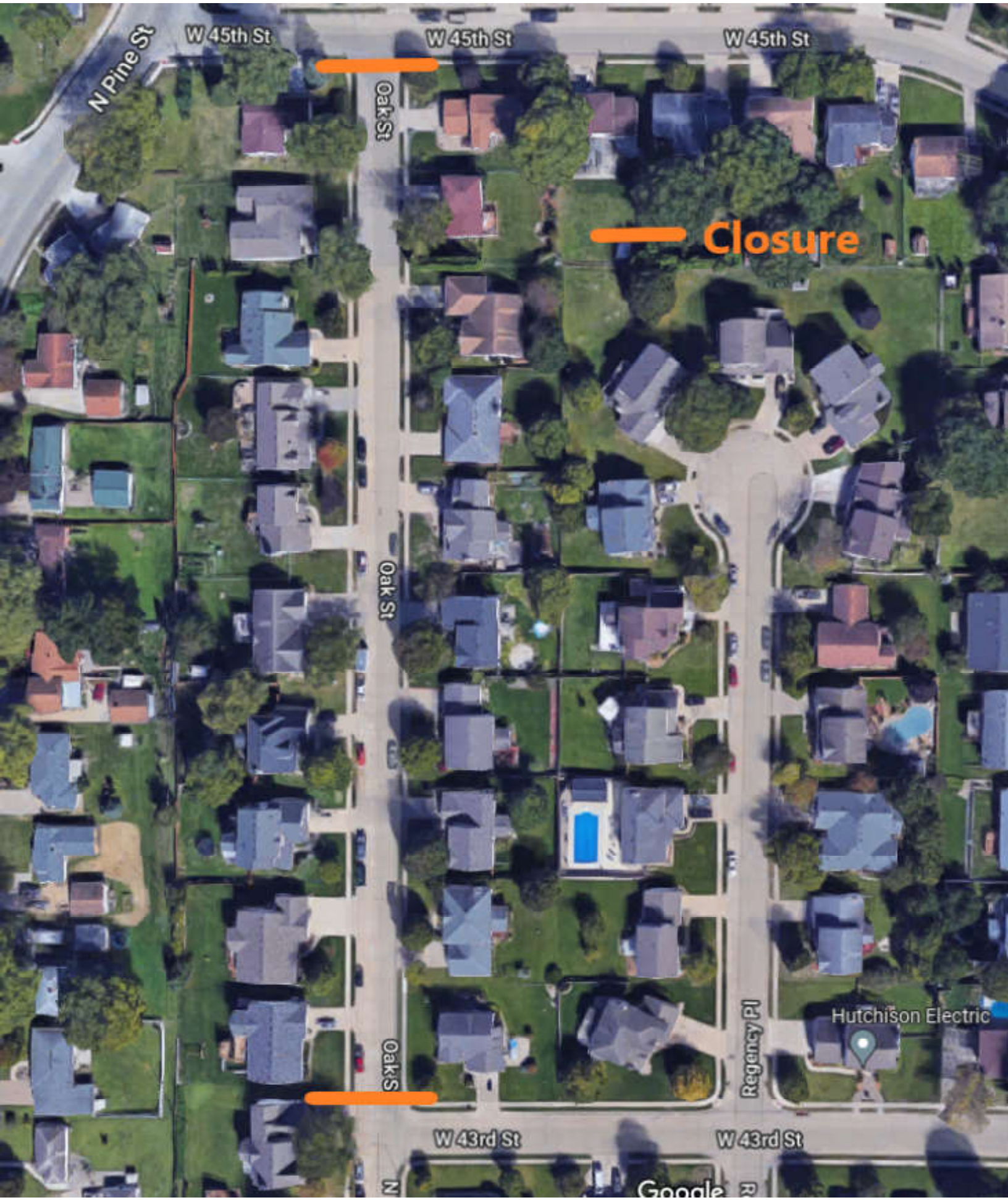
Please sign your name and print address below and indicate whether you are in favor of the closing, opposed to the closing, or are not concerned (CHECK ONE, PLEASE).

NAME AND ADDRESS	FAVOR	OPPOSED	NOT CONCERNED
Carolyn Schwartz 4425 Oak St.	✓		
Kevin Burbridge 4421 Oak St	✓		
FORREST CARVER 4422 N OAK ST	✓		
Ron Tammen 4404 N. OAK ST	✓		
DAWELL BROWN 4321 N OAK	✓		
Jerry White 4315 N. Oak	✓		
Ali Eharanti 4309 N. Oak St	✓		
Taryn Hutcherson 3216 W 43rd	✓		
Melanie Rubenmeyer 4304 N OAK			
Paul Stry 4310 Oak St.	✓		
Karen Stryker 4318 Oak St.	✓		

If additional space is needed, please attach sheets with additional signatures.

Petition to close Oak St. From 43rd st to 45th st July 3 2022 from ~~4:00~~ 3pm pm to 11:00pm for a neighborhood Block party.

	Name	Address	~~Signature~~		
			Favor	opposed	Not Concerned
1	Karen Tuck	4408 N Oak	Favor		
2	Melinda McIntosh-Platt	4414 N. Oak	Favor		
3	Joan Jacobs	4423 N. Oak	Favor		
4	Mitch Diamond	4424 Oak St	Favor		
5	attempted 3x	4426 Oak St.			
6	Dori Woodard	2249 W. 45th St			
7	empty	2235 W 45th St			
8	Elaine Mueller	4326 Oak St Dav	Favor		
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					


N Pine St
W 45th St
W 45th St
W 45th St
Oak St
Closure
Oak St
Oak St
Regency Pl
Hutchison Electric
W 43rd St
W 43rd St
Google

CITY OF DAVENPORT

STREET CLOSING AND NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 4T* day of July, 20 22 during the hours of 11AM-10pm there is proposed a street closing with outdoor music/band/performance, requested by Tim Shea, which will require the closing of Belle Ct Ave between 61ST and Parkview Lane.

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Tim Shea 6123 Belle Ct	X		
Mike Payne 6126 Belle Ct	X		
Edward Coyn 6131 Belle Ct	X		
Kelly Warner 6147 Belle Ct	X		
Paul Sikorski 6163 Belle Ct	X		
Robert Boyles 6155 Belle Ct	X		
Jen Weitz 6144 Belle Ct	X		
Jeff Beutz 6128 Belle Ct	X		
Alex Crouse 6159 Belle Ct	X		
Renee Shoulain 6167 Belle Ct	X		
Dana Harris 6136 Belle Ct.	X		

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

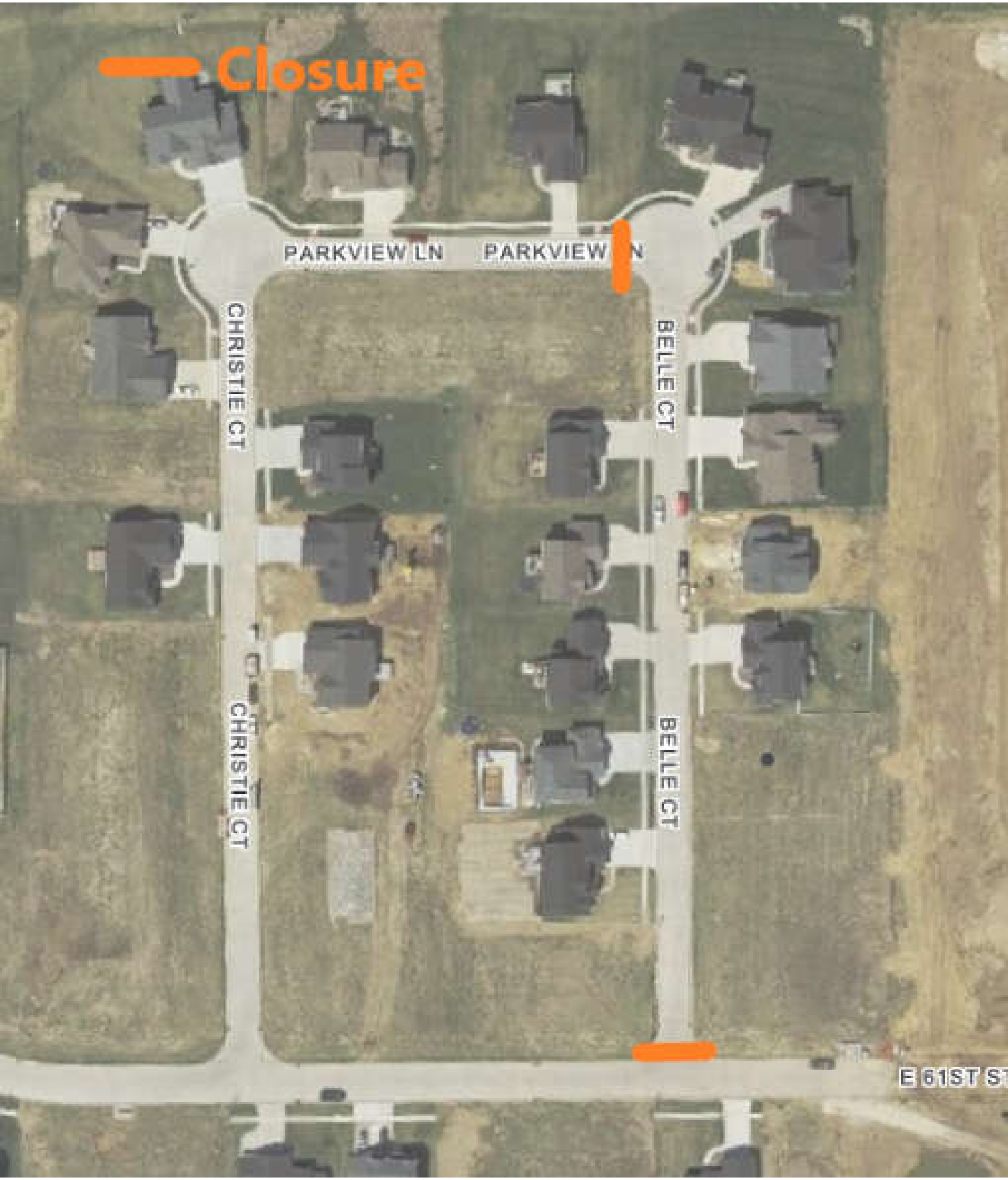
* If you are unable to make contact with a resident/business, please indicate the date(s) and time(s) you attempted.

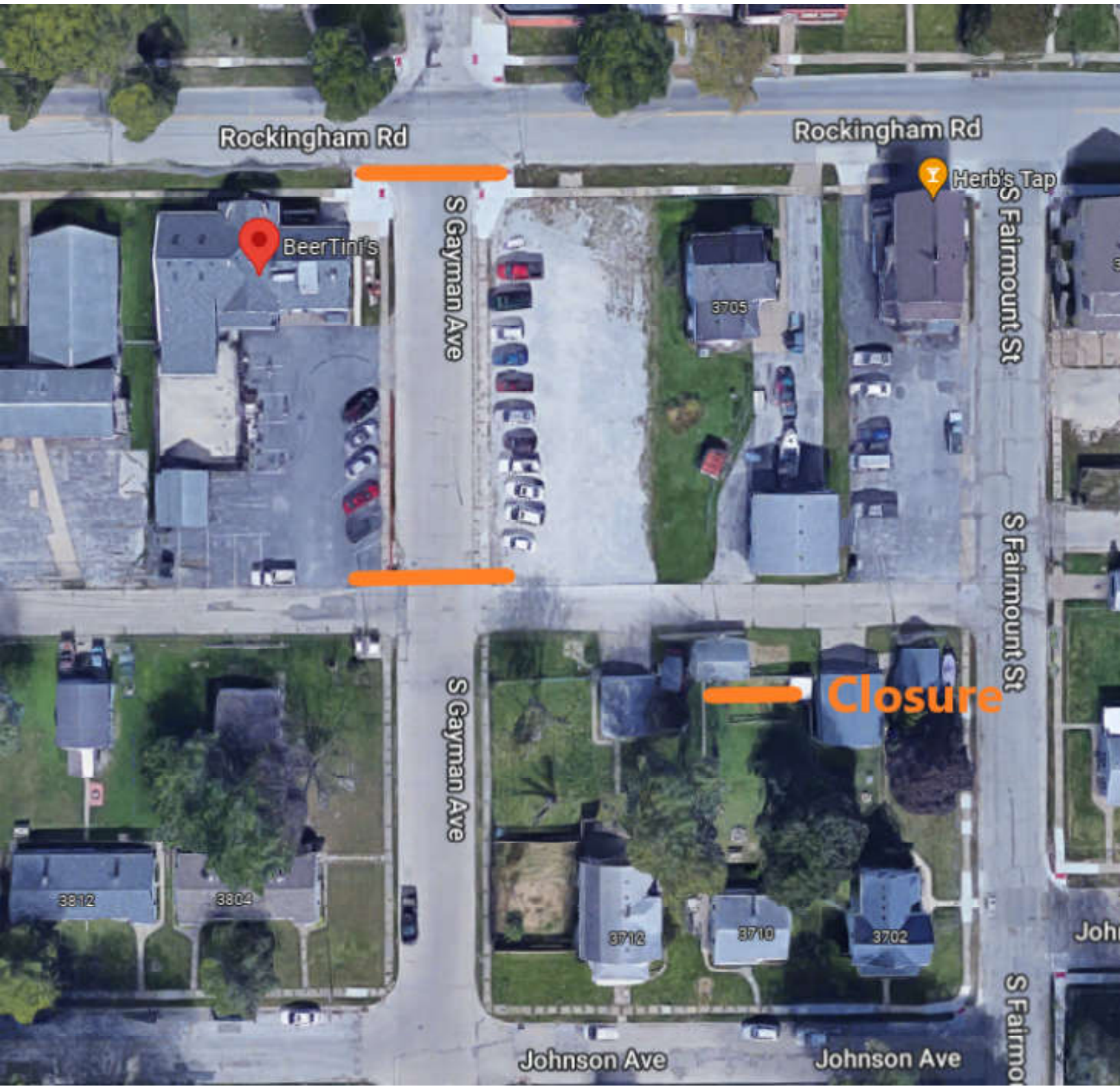
Signature of Applicant — Date: 5/31/2022

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com


Closure
PARKVIEW LN
PARKVIEW LN
CHRISTIE CT
CHRISTIE CT
BELLE CT
BELLE CT
E 61ST ST


Rockingham Rd
Rockingham Rd
Herb's Tap
BeerTini's
S Gayman Ave
S Fairmount St
3705
S Fairmount St
Closure
S Gayman Ave
3812
3804
3712
3710
3702
Johnson Ave
Johnson Ave

City of Davenport

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

Action / Date
6/22/2022

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

Southeast Little League; End of Season Picnic; Prairie Heights Park | 5600 Eastern Avenue; Friday, June 24, 2022 approximately 8:45 p.m. for 10-15 minutes; Fireworks, over 50 dBA. [Ward 8] **PENDING FIRE DEPARTMENT APPROVAL AND INSPECTION**

Brandelyn Avants; Graduation Party; 906 Northbrook Drive; Saturday, June 25, 2022 4:00 p.m. - 11:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 7]

Yoshi's Bar and Filipino Canteen; The Egg Drop at Yoshi's; 831 West 3rd Street; Saturday, June 25, 2022 and Saturday, July 30, 2022 7:00 p.m. - 1:00 a.m.; Outdoor music/band, over 50 dBA. [Ward 3]

Tim Shea; Belle Court 4th of July Block Party; 6123 Belle Court; Monday, July 4, 2022 10:00 a.m. - 10:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 8]

Coffee House; Brian Skow & Sons; 1315 Jersey Ridge Road; Saturday, July 9, 2022 5:00 p.m. - 8:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 5]

CASI; Rock the Lot; 1035 West Kimberly Road; Saturday, July 16, 2022 4:30 p.m. - 12:00 a.m.; Outdoor music/band, over 50 dBA. [Ward 7]

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 30, 2022 9:00 a.m. - 10:30 p.m.; Outdoor music/bands, over 50 dBA. [Ward 5]

Dam View Inn; Bix Party; 410 East 2nd Street; Saturday, July 30, 2022 10:00 a.m. - 11:00 p.m.; Outdoor music/band, over 50 dBA. [Ward 3]

Recommendation:
Pass the Motion.

Background:
The following requests for noise variances have been received pursuant to the Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

ATTACHMENTS:

Type	Description
Backup Material	Southeast Little League Flyer to Neighbors
Backup Material	Southeast Little League Objection
Backup Material	Southeast Little League Objection
Backup Material	Avants Graduation Party Noise Variance Petition
Backup Material	The Egg Drop at Yoshi's Noise Variance Petition
Backup Material	Belle Court Block Party Noise Variance Petition

Backup Material	Brian Skow & Sons Flyer to Neighbors
Backup Material	CASI Noise Variance Petition
Backup Material	The Heights of the Era Information

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/9/2022 - 3:50 PM



Southeast Little League
2022 Championship Day & League Picnic
Friday, June 24th

Southeast Little League is having our annual End of the Season League Picnic and Awards Ceremony on Friday, June 24th. As part of the celebration we have asked the City of Davenport for a Variance so that we may do Fireworks. If granted, we would light them between 8:45pm and 9:15pm. Our Fireworks will last 10-15 minutes or less.

We are letting the neighbors know that surround Prairie Heights Park so that you are aware of the activities that are taking place. If you are opposed to this request, please submit in writing to Brian Krup, Deputy City Clerk with the City of Davenport, at Brian.Krup@davenportiowa.com by June 15.

Thank you.

Thomas A. Mason IV
President
Southeast Little League Board of Directors
563.505.5238

Krup, Brian

From: Mo Money <momoney1016@mchsi.com>
Sent: Monday, June 13, 2022 8:30 PM
To: Krup, Brian
Subject: [EXT] Southeast Little League Picnic and Fireworks, June 24th, 2022

Importance: High

Mr. Krup,

I am writing concerning a flyer that I found on the side of my house about the Southeast Little League and their plans to hold their 2022 Championship Day and League Picnic at Prairie Heights Park. Why are the residents of Davenport being pushed aside to hold a Bettendorf event when they have a TBK large sporting area?

Do you know that there is not enough room to park for the residents of this neighborhood even after a few friends come to visit? This has been confirmed by the action that the city of Davenport is taking to restrict the parking to just one side of the street here, due to the hazardous narrow width of the streets!

In addition to the total disregard for the residents of the Prairie Heights Neighborhood, safety is of the utmost issue! Safety issues with fireworks, safety issues with walking and parking and not able to have adequate sight distance to see ahead of you or around curves. Who is going to pay for the people that damage the personal properties over here? Is the City of Davenport willing to pay for anything that gets damaged or remove the litter left behind since most will not reside here? Gone are the days that decent people respect other people's property, so why allow this at the detriment of the homeowners living here, just to appease the few uppity Bettendorf folks to not trash their own city? Most of this neighborhood doesn't participate in little league to begin with.

Allowing fireworks to be shot who knows which direction could cause damage that I am sure the City of Davenport will not cover the loss of a house, destruction of vehicles covered in ash, or God Forbid a firework falls onto someone's skin and causes life threatening injuries! What about people that have PTSD and have dire issues when they hear fireworks being shot so close? With the houses in this area being built too close together, one fire could burn the whole area down! Is the City

of Davenport willing to pay for these properties to be restored? I hardly think that will occur, especially in this economy.

There are many other areas in Bettendorf that could host their city's sporting events. Why must the residents of Prairie Heights suffer the consequences of a Little League and their families wanting to make a mess over in Davenport?

I would appreciate that if someone had such an idea that they would think about the people in this neighborhood and tell Bettendorf, NO THANKS, have it in your city! Never consulted to see if anybody in this neighborhood wanted such a dangerous event and others didn't even get this flyer!

Concerned Prairie Heights Residents

Krup, Brian

From: Messiah Michael <messiah_allah@hotmail.com>
Sent: Monday, June 13, 2022 7:17 PM
To: Krup, Brian
Cc: Messiah Michael
Subject: [EXT] Southeast Little League 2022 Championship Day & League Picnic and Awards Ceremony, Friday 24 Jun and fireworks.

First, let me state that many residents near me have not received this notice; which was stuck in a crack someplace at the front door. I found mine in the front yard while mowing and was lucky enough to be able to read the folded document, being curious of what it might be! My response, along with the 8 others who had not seen such a floating document; disagree greatly! The traffic and people will subject this small residential area to every evil mentioned in the stopping, standing, and parking rules within 10.64.010, 10.64.020, and 10.64.030, plus others.

This small community is already suffering from residential events that present parking in the narrow alleys, parking on grass, parking on the curbs, parking at entrances, driving through cars parked on both sides of the street, and loud noises! What benefit will there be of imposing even more hardship upon what is already a very small space for residents? We are already under attack from the construction vehicles zooming in and out! There is nothing beneficial to this small space; when there is a ballpark on the opposite side with enormous greenspace and well-situated areas for large crowds and pyrotechnics to be thrust into the air; without the need for immediate cleanup or threat to damaging property. If given an okay by the city, is the city going to also accept liability for property damages as a result of parking on grass, over sidewalks, falling debris, and damage to residential areas? What happens if there is a police, fire, or emergency services need in this what has become a cramped community? Is your okay to this intrusion going to compensate the families who may experience the loss of a loved one; simply because of the blockade of people stopping, standing, and parking?

The other 8 neighbors who may or may not have even received a response required notice, ALL agree with me, but never received the document and three of them don't even have an email address! The league should have been required to obtain signatures from the entire area of residents that will be impacted by this invasion of the peaceful enjoyment of our properties by ringing doorbells! As of today, 8 expected email responses will not be received because a notice making them a part of this question is yet to be obtained. Here is a NO from me and a NO, NO, NO, NO, NO, NO, NO, and NO from the others by proxy.

BASEBALL PARK ON THE OTHERSIDE – GREAT SPACE FOR PARKING AND GAMES AND FIREWORKS


Prairie Heights Park Rd
Prairie Heights Park Rd
Prairie Heights Park Rd
Prairie Heights Park Rd
Eastern Ave
Eastern Ave
The Miracle Field of the Quad Cities
Grace Evangelical Free Church
Prairie Heights Park Rd
E 54th St
Google
E 54th St

CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 26 day of June, 2022, there is proposed an event which will include outdoor music or band, requested by Brooklyn Nights, during the hours of 4:00pm - 11:00pm.

***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).**

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Jack Alfeld 9017 NorthBrook	✓		
Barb Ladstuck 918 Northbrook	✓		
Megan Kirby 934 Northbrook	✓		
[illegible] 905 Mt Vernon	✓		
Daniel Feeney 826 North St	✓		
[illegible] 1017 Mt Vernon	✓		
[illegible] 1011 Mt Vernon	✓		
[illegible] 925 Northbrook Dr	✓		
Peggy McDonald 901 Northbrook	✓		
926 North Brook Dr (Not Home) May 28th & 29th			
835 NorthBrook Dr (Not Home) May 28th & 29th			

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

[illegible] May 31, 2022
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 FOR SPECIAL EVENTS

On the 25TH day of JUNE, 20 22, there is proposed an event which will include outdoor music or band, requested by IOSHIS BAR & GRILLING (AMPEN, during the hours of 8P.M. - 1A.M.

***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).**

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Bobby Stansberry 832 W 2nd St	X		
[illegible]	X		
[illegible]	X		
903 W 3rd St.	X		

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

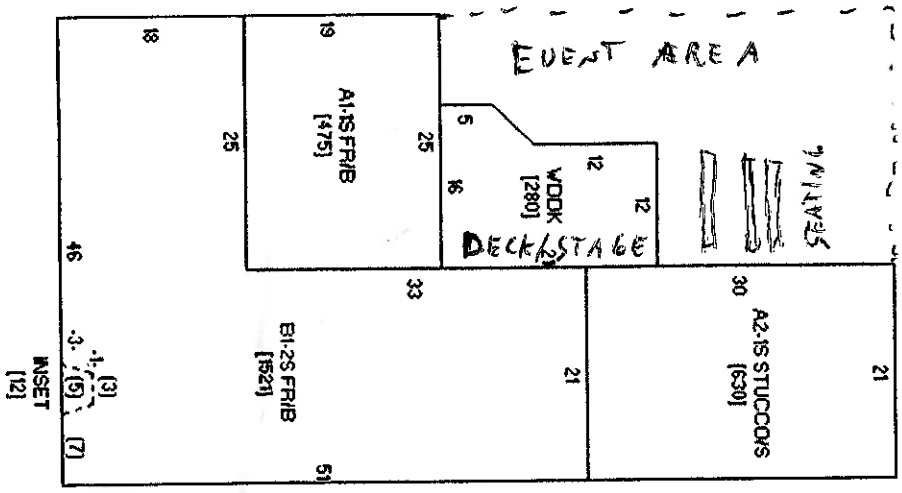
Signature of Applicant — Date: 5/1/22

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

Sketch by www.carmavision.com



YOSHIS BAR & FILIPINO CANTEEN

CITY OF DAVENPORT

STREET CLOSING AND NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 4T* day of July, 20 22 during the hours of 11AM-10pm there is proposed a street closing with outdoor music/band/performance, requested by Tim Shea, which will require the closing of Belle Ct Ave between 61ST and Parkview Lane.

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Tim Shea 6123 Belle Ct	X		
Mike Payne 6126 Belle Ct	X		
Edward Coyn 6131 Belle Ct	X		
Kelly Warner 6147 Belle Ct	X		
Paul Sikorski 6163 Belle Ct	X		
Robert Boyles 6155 Belle Ct	X		
Jen Weitz 6144 Belle Ct	X		
Jeff Beutz 6128 Belle Ct	X		
Alex Crouse 6159 Belle Ct	X		
Renee Shoulain 6167 Belle Ct	X		
Dana Harris 6136 Belle Ct.	X		

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

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

Signature of Applicant — Date: 5/31/2022

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



Saturday, July 9th
5:00 - 8:00pm

Brian Skow (keys and vocals) finds the rare weekend date on which his constantly-performing sons can join him in an all-family band.

Cooper (Far Out 283, The Textures, AMB) takes over the bass, and Jackson (Far Out 283, Back Pocket, BYOBrass) hits the skins and shares the vocals.
Featuring both covers of artists like Stevie Wonder, Elton John, Dawes, and Destiny's Child, as well as full band renditions of Brian's original music, the father/sons trio takes material from Brian's solo and duo sets to a new level, as well as bringing a whole new range of tunes into reach.

COFFEE HOUSE + CABARET . 1315 Jersey Ridge Road . Davenport

If you are in opposition, please submit it in writing to Brian Krup, Deputy City Clerk for the City of Davenport at brian.krup@davenportiowa.com

CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 16 day of July, 2022, there is proposed an event which will include outdoor music or band, requested by CASI, during the hours of 4:30pm - Midnight

***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).**

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Select Specialty Hospital			
1111 W. Kimberly Rd			
Davenport, IA 52806	X		

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

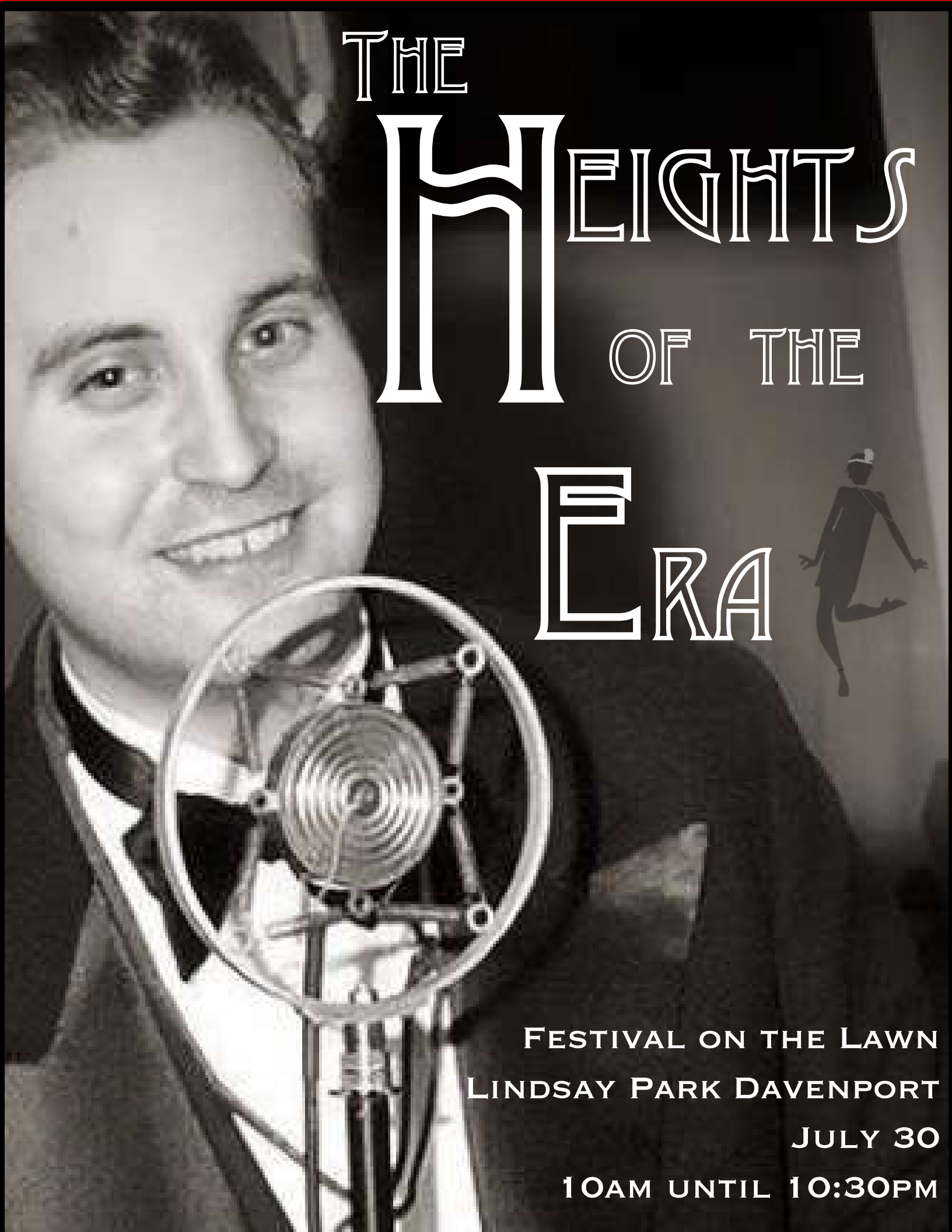
Pamela L. Kopp 6/6/2022

Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com


The Heights of the Era
Festival on the Lawn
Lindsay Park Davenport
July 30
10am until 10:30pm

Resident Name,

Resident Address

YOU are formally invited as our VIP Guest at

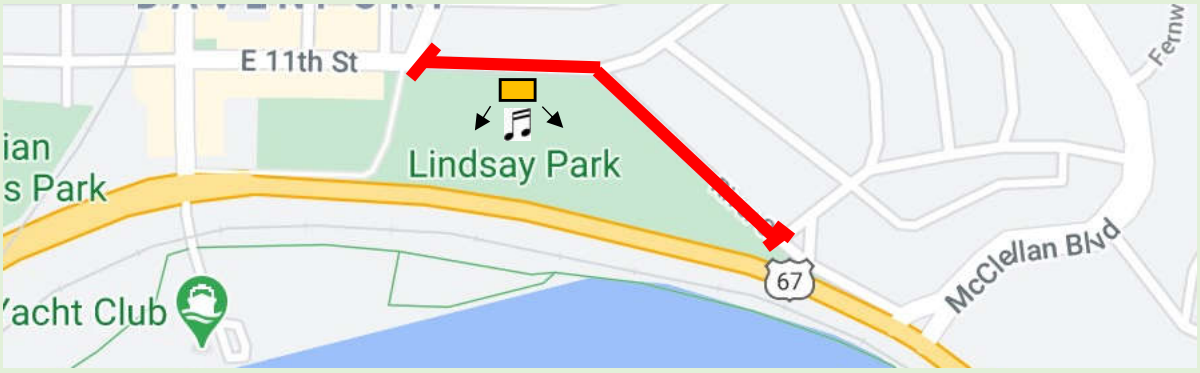
The Heights of the Era



Festival on the Lawn
Lindsay Park
July 30 10am until 10:30pm

For safety & privacy of residents, we are requesting that the City close the following streets from 5am until 11pm on event day – Saturday July 30:

- River St between Edgehill Terrace & E. 11th St / Hillcrest Ave
- E. 11th St between River St / Hillcrest Ave & Jersey Ridge



Road Closed 5am until 11pm
Music Stage

Live music will be performed on the stage in the styles of 1910s -1920s Dixieland, Ragtime, O Brother Where Art Thou style Bluegrass, Barbershop Quartet, A Cappella, and Traditional Irish. The entire day will also be broadcast live on WVIK 90.3FM.

Please sign here so we know you have received your invitation & notification:

Questions or concerns? *Please contact:* **MyButler@misterbutler.com**

City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Jamie Swanson | 563-326-7795 **6/22/2022**

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

Palmer College of Chiropractic (Palmer College Foundation) - 1000 Brady Street - Temporary License with Outdoor Service - September 14-18 - License Type: Beer/Wine

Palmer College of Chiropractic (Palmer College Foundation) - 1005 Brady Street – Temporary License with Outdoor Service - September 14-18 - License Type: Beer/Wine

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

Ward 1

Casey's General Store #2077 (Casey's Marketing Company) - 3700 West Locust Street - License Type: Class B Liquor

Ward 4

Washington St Mini Mart (Nazar, LLC) - 1601 Washington Street - License Type: Class E Liquor

Ward 6

New Ground Theatre (New Ground Theatre) - 2113 East 11th Street - License Type: Class C Liquor

Ward 7

Chuck E Cheese's #957 (CEC Entertainment, LLC) - 903 East Kimberly Road - License Type: Beer/Wine

Ward 8

Save More Super Market (Guru Nanak Food Mart) - 6723 Northwest Boulevard - License Type: Class E Liquor

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

C. Request for exemptions for 19- and 20-year-olds on-premises:

Ward 3

Varieties Nightclub (Newman's Arcade & Amusement, LLC) - 822 West 2nd Street - Event with Outdoor Area July 1-2 - License Type: Class C Liquor

Recommendation:
Pass the Motion.

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

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Prevention Plan

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Admin, Default	Approved	6/9/2022 - 5:00 PM

THE CITY OF DAVENPORT
IOWA | USA

APPLICATION FOR LETTER OF EXEMPTION

Ordinance 2005-212
Davenport Municipal Code Chapter 5.10.300 (C) (4)

MONITORING/PREVENTION PLAN

LICENSE NUMBER: LC0046315 EFFECTIVE DATE: 5-1-22

BUSINESS NAME: Varieties Nightclub

STREET ADDRESS: 822 W 2nd St Davenport, IA 52802

NAME OF OWNER: Keith Newman

PERSON COMPLETING THIS FORM: Keith Newman (owner)

DETAILS OF MONITORING/PREVENTION PLAN

The following questions must be answered in detail in order for an exemption from the ordinance to be considered. Answers must be typed or legibly printed. Use additional 8 ½ x 11 sheet(s) of plain paper as needed.

1. What measures will you employ to cause persons under the age of 21 who are admitted to your premises to be readily distinguishable from persons who are not under 21?

Bouncer at door at all times checking All ID's. 21+ will receive a wrist band placed tightly on wrist. No wristband no Alcohol

2. Your plan shall include safeguards to minimize subversions. For example, if underage persons are banded, what in your plan will prevent removal of the bands once they gain admittance?

Wristbands will be placed tightly on wrist to avoid being taken off and all employees to verify wristband is not altered.

3. What measures will you employ to prevent persons on your premises who are of legal age from purchasing and/or supplying alcohol to persons on your premises who are not of legal age?

We will make it clear, anyone caught giving alcohol to a minor will be barred for life, Owner and bouncer will also be watching cameras & walking the nightclub continuously

FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED: _____
PUBLIC SAFETY COMMITTEE APPROVAL DATE: _____
APPROVAL LETTER MAILED TO LICENSEE: _____

NEW APPLICATION FEE $50.00
RENEWAL APPLICATION FEE $50.00
APPLICATION FEE PAID: 5/9/22

Rev:01/21/2021

City of Davenport

Department: Public Works - Engineering
Contact Info: Brian Schadt | 563-326-7734

Action / Date
6/22/2022

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project, CIP #35054. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
This project will remove and replace the existing concrete pavement on West 43rd Street between Lincoln Avenue and Linwood Avenue with new concrete pavement, subbase, and subdrains. Work will be completed during the fall of 2022.

Funding is available through CIP #35054. The estimated project cost is $550,000.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 12:41 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 12:41 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 3:01 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project, CIP #35054.

WHEREAS, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the West 43rd Street (Lincoln Avenue to Linwood Avenue) Reconstruction project.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering
Contact Info: Brian Schadt | 563-326-7734

Action / Date
6/22/2022

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Retaining Wall Replacement project at 510 West 6th Street, CIP #28031. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
This project will remove and replace the existing deteriorated retaining wall in the alley behind 510 West 6th Street. The alley is currently closed due to the condition of the wall. This wall lies within the Hamburg Local Landmark Historic Distinct and as such has been reviewed by the Historic Preservation Committee (HPC). The specified wall blocks resemble the original material as close as is possible and have been approved by the HPC. The existing wall material will be salvaged as much as possible for future use. Construction will be completed during the fall of 2022.

Funding is available through CIP #28031. The estimated project cost is $145,000.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 12:40 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 12:40 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 4:53 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Retaining Wall Replacement project at 510 West 6th Street, CIP #28031.

WHEREAS, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Retaining Wall Replacement project at 510 West 6th Street; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Retaining Wall Replacement project at 510 West 6th Street.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution approving the plans, specifications, and estimate of cost for the FY 2023 50/50 Cost Share Stream Bank Stabilization project, CIP #33041. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
Within the City of Davenport, maintenance of streams that flow through private property is considered the responsibility of the property owner. A resident or business owner petitions the City to have their stream bank's stabilized through the 50/50 Cost Share Stream Bank Stabilization Program. This program is an assessment program where ½ of the total cost to reconstruct or stabilize the stream is paid for by the City and the other ½ is paid for by the abutting property owners based on the area of their lot affected by the project. The resident or business that requests to have their stream bank stabilized would have to obtain the necessary signatures on a petition prepared by the City of 100% of the owner occupied property abutting the designated stream section.

The maximum estimated cost of these improvements is $96,590 with an operating budgeted amount of $40,000 as engineering, design, labor and equipment costs are included in the estimate but paid out of Salary and Equipment funds. This will be an in-house project constructed by City staff. State law requires that certain Council actions regarding the assessment procedure must precede the bid letting date.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:00 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, and estimate of cost for the FY 2023 50/50 Stream Bank Stabilization Cost Share Program, CIP#33041.

WHEREAS, plans, specifications, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the FY 2023 50/50 Stream Bank Stabilization Cost Share Program; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, and estimate of cost are hereby approved as the plans, specifications, and estimate of cost for the FY 2023 50/50 Stream Bank Stabilization Cost Share Program.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Best Management Practices Parks projects, CIP #33041. [Wards 2,7, & 8]

Recommendation:
Adopt the Resolution.

Background:
In conjunction with the 1930's Sewer Separation and UV Disinfection WWTP projects, Sponsored Project SRF dollars are available to install water quality improvement projects. This group of projects will install five different water quality improvement projects in City parks.

Project locations are Red Hawk Golf Course, Prairie Heights Park, Northwest Park, Marquette Park, and Eastern Avenue Park.

Funding for these projects is available in CIP #33041.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:04 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Best Management Practices Parks projects, CIP #33041.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the State Revolving Fund Best Management Practices Parks projects within the City of Davenport; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Best Management Practices Parks projects.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Duck Creek Golf Course Wetland project, CIP #33041. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
In conjunction with the 1930's Sewer Separation and UV Disinfection WWTP projects, Sponsored Project SRF dollars are available to install water quality improvement projects. This project will remove several acres of floodplain from the Duck Creek Golf Course and install a wetland and prairie complex.

Funding for these projects is available in CIP #33041.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:01 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Duck Creek Golf Course Wetland project, CIP #33041.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the State Revolving Fund Duck Creek Golf Course Wetland project within the City of Davenport; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the State Revolving Fund Duck Creek Golf Course Wetland project.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution authorizing the submission of a grant application to the State Recreational Trails (SRT) Program for the construction of the Nahant Marsh Trail System project. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
The City is partnering with the Nahant Marsh Education Center for the purposes of the project; and it is a requirement that local matching funds in the amount of at least 25% be committed to the project and that such funds be readily available through the capital fundraising efforts and contributions of the Nahant Marsh Education Center. The total project cost is estimated to be $314,673 with a grant request of $222,273.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 11:41 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION authorizing the submission of a grant application to State Recreational Trails (SRT) Program for the construction of the Nahant Marsh Trail System project.

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

WHEREAS, the City is partnering with the Nahant Marsh Education Center for the purposes of the project; and

WHEREAS, it is a requirement that local matching funds in the amount of at least 25% be committed to the project and that such funds be readily available through the capital fundraising efforts and contributions of the Nahant Marsh Education Center; and

WHEREAS, the City endorses the grant application to the SRT Program and has estimated the total project cost to be $314,673 with a grant request of $222,273; and

WHEREAS, the City and Nahant Marsh Education Center have an agreement for the maintenance of trails within the Nahant Marsh system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport Iowa endorses said Nahant Marsh Trail System and their application for the State Recreational Trails program, and agrees that the trails developed will be maintained for their intended use for a minimum of 20 years.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Brian Schadt | 563-326-7734

Action / Date
6/22/2022

Subject:
Resolution awarding a contract for the manufacture and installation of two generator heat recovery/silencer units at the Water Pollution Control Plant to Altorfer Inc of Cedar Rapids, Iowa in the amount of $269,994. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
On May 23, 2022, an Invitation to Bid was issued and sent to 676 vendors. On May 31, 2022 the Purchasing Division opened and read one (1) responsive and responsible bids. See attached bid tab.

The manufacture and installation of two new generator heat recovery/silencer units is necessary as the original units had become plugged and were removed from system. These units are used to recover heat from engine exhaust that is used to heat digester contents at the Water Pollution Control Plant. With these units removed heat recovery is dropping below minimum for anaerobic digestion of 85 degrees F.

Funding for this project is from account 51151975 520226 WPCP Maintenance - Machinery & Equipment.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:56 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 3:56 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 5:02 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 manufacture and installation of two generator heat recovery/silencer units for the Water Pollution Control Plant to Altorfer Inc of Cedar Rapids, Iowa in the amount of $269,994.

WHEREAS, the City needs to contract for the manufacture and installation of these units; and

WHEREAS, Altorfer Inc was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the manufacture and installation of two generator heat recovery/silencer units for the Water Pollution Control Plant is hereby awarded to Altorfer Inc of Cedar Rapids, Iowa in the amount of $269,994.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Two (2) Generator Heath Recovery/Silencer Units

BID NUMBER: 22-146

OPENING DATE: May 31, 2022

FUNDING: 51151975 520226 WPCP Maintenance – Machinery & Equipment

RECOMMENDATION: Award the contract to Altorfer Inc of Cedar Rapids, Iowa

VENDOR NAME	BID AMOUNT
Altorfer Inc of Cedar Rapids, IA	**$269,994**

Approved By Kari Thoren 06/07/2022
Purchasing Date

Approved By Nicole Gleason 6-7-22
Dept Director Date

Approved By [signature] 6-7-22
Budget/CIP Date

Approved By [signature] 06/07/2022
Assist. City Administrator/ CFO Date

City of Davenport

Department: Public Works - Admin
Contact Info: Nicole Gleason | 563-327-5150

Action / Date
6/22/2022

Subject:
Resolution awarding a contract for the Fire Station 3 project to Tricon General Construction of Dubuque Iowa, in the amount of $10,784,000, CIP #63012. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
An invitation to bid was issued on May 9, 2022 and sent to contractors. On June 7, 2022, the Purchasing Division opened and read one (1) responsive and responsible bid. See attached bid tab.

The construction of a new Fire Station 3 is a priority. This contract will be for the construction of the facility.

Tricon General Construction of Dubuque Iowa was the lowest responsive and responsible bidder. They have successfully performed projects for the City in the past.

Funding for this project is from the sale of General Obligation Bonds, CIP #63012 Fire Station 3 Relocation.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:54 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 3:55 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 5:56 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 Fire Station 3 project to Tricon General Construction of Dubuque, Iowa in the amount of $10,784,000, CIP #63012.

WHEREAS, the City needs to contract for the Fire Station 3 project; and

WHEREAS, Tricon General Construction was the lowest responsive and responsible vendor submitting a bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Fire Station 3 project is hereby awarded to Tricon General Construction of Dubuque, Iowa in the amount of $10,784,000.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: FIRE STATION 3

BID NUMBER: 22-140

OPENING DATE: JUNE 7, 2022

FUNDING: CIP 63012

RECOMMENDATION: AWARD THE CONTRACT TO TRICON GENERAL CONSTRUCTION OF DUBUQUE IA

VENDOR NAME	BID AMOUNT
Tricon General Construction of Dubuque Iowa	**$10,784,000**

Approved By Kristi Keller — Purchasing — 6-8-2022 — Date

Approved By Nicole O'Meara — PW Dept Director — 6/8/22 — Date

Approved By JM Carlstedt — Fire Dept Chief — 6/08/22 — Date

Approved By Brandi Cosgrove — Budget/CIP — 6-8-22 — Date

Approved By Wallace J. Wemett — Assist. City Administrator/ CFO — 06/08/2022 — Date

City of Davenport

Department: Public Works - Admin
Contact Info: Marla Miller | 563-888-2099

Action / Date
6/22/2022

Subject:
Resolution awarding a contract for paratransit and other transit services to River Bend Transit of Davenport, Iowa. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
A Request for Proposals was issued on May 19, 2022 and was sent to 54 vendors. On June 8, 2022 the Purchasing Division received and opened two (2) responses.

The proposals were evaluated on the following criteria: History - 10 points; References - 10 points; Meeting Service Requirements - 40 points; Costs - 35 points; Quality of Life - 5 points. River Bend Transit scored the highest and is recommended for the award.

The contract will be awarded for three years with an option to renew for two additional one-year terms.

Paratransit provides residents access to public transportation when access to fixed route transit is limited due to disability. The City has been providing paratransit service to those disabled and unable to access the regular fixed routes for over 25 years. Currently, paratransit service is provided by River Bend Transit. River Bend Transit's five-year contract expires June 30, 2022. Additionally, the City has been providing transportation services designed to assist those needing transportation to and from work; Saturday morning demand response service prior to the start of regular Saturday fixed route service; JARC-like demand response service for Davenport residents to provide additional access for work, training, and school-related trips; and work-related transportation to Eastern Iowa Industrial Area in northwest Davenport.

This service will be funded through a combination of TFA grant funds and city funds. City funding for the service is from account 51352121-520245.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/9/2022 - 8:25 AM
Public Works Committee	Moses, Trish	Approved	6/9/2022 - 8:25 AM
City Clerk	Admin, Default	Approved	6/9/2022 - 5:04 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a three-year contract with two possible one-year renewals for paratransit and other transit services to River Bend Transit of Davenport, Iowa.

WHEREAS, the City needs to contract for paratransit and other transit services; and

WHEREAS, River Bend Transit was the highest scoring firm that submitted a proposal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for paratransit and other transit services is hereby awarded River Bend Transit of Davenport, Iowa.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
RFP TABULATION

DESCRIPTION: Paratransit and Other Transit Services

BID NUMBER: 22-143

OPENING DATE: June 8, 2022

FUNDING: 51352121-520245 and FTA Grants

RECOMMENDATION: Award the contract to River Bend Transit of Davenport, Iowa.

VENDOR NAME	**Location**
River Bend Transit	**Davenport, IA**
Employee Transit Services LLC	Des Moines, IA

Approved By Kari Thoren — Purchasing — 06/08/2022 — Date

Approved By Nicole Gleason — Dept Director — 6-8-2022 — Date

Approved By [signature] — Budget/CIP — 6-8-2022 — Date

Approved By Wallace J. Wyatt — Assist. City Administrator/ CFO — 06/08/2022 — Date

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution awarding a contract for the West 7th Street (Taylor Street to Washington Street) Inflow and Infiltration Removal project to Hawkeye Sewer & Water Construction of Bettendorf, Iowa in the amount of $267,898, CIP #30057. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued and sent to contractors on May 24, 2022. On June 7th 2022, the Purchasing Division opened and read seven (7) bids. See attached bid tab.

The removal of intakes from the sanitary sewer and removal of inflow from the sanitary sewer system is a requirement of the Iowa DNR Administrative Order.

Hawkeye Sewer & Water Construction of Bettendorf, Iowa was the lowest responsive and responsible bidder. They have successfully performed work for the City in the past.

Funding for this project is from the CIP #30057 Inflow & Infiltration Removal account. These funds are available from the sale of General Obligation bonds that are abated by the sewer fund.

ATTACHMENTS:

Type	Description
Cover Memo	PW_RES_7th Street - Taylor to Washington Street Sewer Separation
Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:58 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 3:58 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 5:56 PM

Resolution No. _____

Resolution offered by Alderman Dunn;

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

RESOLUTION awarding the contract for the 7th Street – Taylor Street to Washington Street Sewer Separation project to Hawkeye Sewer & Water Construction Inc. of Bettendorf Iowa, in the amount of $267,898, CIP 30057.

WHEREAS, the City needs to contract for the 7th Street - Taylor Street to Washington Street Sewer Separation; and

WHEREAS, Hawkeye Sewer & Water Construction Inc. of Bettendorf Iowa was the lowest responsive and responsible vendor submitting a bid; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the contracts for the 7th Street – Taylor Street to Washington Street Sewer Separation project is hereby awarded to Hawkeye Sewer & Water Construction Inc of Bettendorf Iowa, in the amount of $267,898.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 7TH STREET – TAYLOR TO WASHINGTON SEWER SEPARATION

BID NUMBER: 22-145

OPENING DATE: JUNE 7, 2022

FUNDING: CIP 30057

RECOMMENDATION: AWARD THE CONTRACT TO HAWKEYE SEWER & WATER CONSTRUCTION OF BETTENDORF IA

VENDOR NAME	BID AMOUNT
Hawkeye Sewer & Water Construction of Bettendorf IA	**$267,898**
McClintock Trucking & Excavating of Silvis IL	$269,885.50
Langman Construction Inc. of Rock Island IL	$359,664.17
Legacy Corporation of East Moline IL	$369,246.90
Miller Trucking & Excavating of Silvis IL	$386,836.50
Needham Excavating Inc. of Walcott IA	$395,774.70
Ethics Contracting LLC of Bettendorf IA	$449,151.70

Approved By Kristi Keller 6-8-2022
Purchasing Date

Approved By Nicole Gleason 6/8/22
PW Dept Director Date

Approved By Brandi Cox 6-8-22
Budget/CIP Date

Approved By Matthew J. Hepner 06/08/2022
Assist. City Administrator/ CFO Date

City of Davenport

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

Action / Date
6/22/2022

Subject:
Resolution approving Change Order #1 to the Goose Creek Trail Phase II project with Midwest Concrete, Inc of Peosta, Iowa in the amount of $378,670, CIP #28019. [Wards 7 & 8]

Recommendation:
Adopt the Resolution.

Background:
The Goose Creek Trail Phase II project extends the existing trail, located south of East 53rd Street, northward along the creek to the frontage road along Brady Street at 59th Street. An important component of the project is the construction of an underpass beneath East 53rd Street to create a safe crossing of a heavily traveled arterial roadway. During initial construction, it was determined that the quantity of steel necessary for the underpass was not designed properly and that a change order was necessary to add the required steel amounts. This change order is for that quantity adjustment.

SUMMARY OF CONTRACT

Original Contract: $1,486,333.14
Change Order #1: $378,670

Total Amended Contract: $1,865,003.14

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/9/2022 - 11:03 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION Change Order #1 to the Goose Creek Trail Phase 2 project with Midwest Concrete, Inc. of Peosta, Iowa in the amount of $378,670, CIP #28019

WHEREAS, the City of Davenport entered into a contract with Midwest Concrete, Inc. for the construction work of the Goose Creek Trail Phase 2 project; and

WHEREAS, additional line item quantities are required for the successful construction of the project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that Change Order #1 to the Goose Creek Trail Phase 2 project with Midwest Concrete, Inc. of Peosta, Iowa in the amount of $378,670 is hereby approved.

Passed and approved this 22th day of June, 2022.

Approved:

_____
Mike Matson,
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering
Contact Info: Zach White | 563-888-3346

Action / Date
6/22/2022

Subject:
Motion ratifying Change Orders #1 & #2 with CDMI Concrete Contractors of Port Byron, Illinois for the Jackson Avenue (Clark Street to Farragut Street) Overlay and Intersection Reconstruction project in the amount of $52,348.20, CIP #35054. [Ward 1]

Recommendation:
Pass the Motion.

Background:
During field layout of the purposed plans, it was determined additional work was needed by the City's project team and the Contractor. The additional quantities estimated corrects drainage issues found in the field that the project plans did not address. This work was captured in Change Order #1 which was approved by staff.

Change Order #2 includes the overages of the additional quantities estimated in Change Order #1 and the balancing of the total contract.

Each of these additions have been approved by the appropriate staff per the City's purchasing policy. The totality of change orders #1 & #2 have exceeded $50,000 since the last time the Council approved the contract; therefore, this Motion is notifying the Council of these approved changes. Funds from these change orders are available in the approved project budget.

CONTRACT SUMMARY

Original Contract: $188,820
Change Order #1: $30,384.53 (staff approved)
Change Order #2: $21,963.67 (staff approved and pending council ratification)
Total Amended Contract: $241,168.20

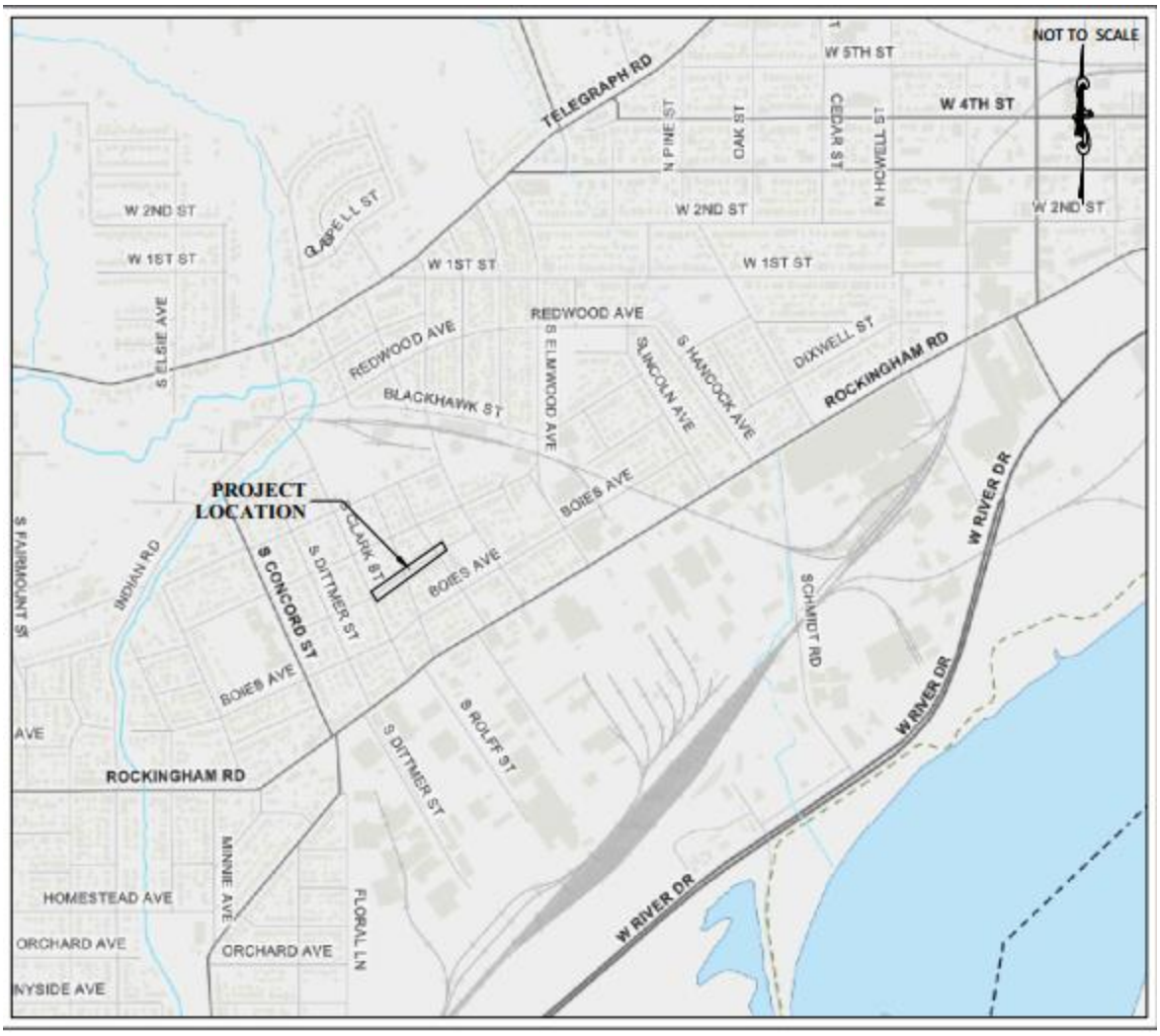
ATTACHMENTS:

	Type	Description
🗋	Exhibit	Location Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	6/8/2022 - 3:01 PM

Jackson Ave Location Map



City of Davenport

Department: Public Works - Admin
Contact Info: Brian Schadt | 563-326-7734

Action / Date
6/22/2022

Subject:
Motion awarding a contract for the West 69th Street and Jebens Avenue Resurfacing project to Langman Construction, Inc of Rock Island, Illinois in the amount of $98,039.25, CIP #35054. [Ward 8]

Recommendation:
Pass the Motion.

Background:
On May 17, 2022, an Invitation to Bid was issued and sent to contractors. On June 6, 2022 the Purchasing Division opened and read one (1) responsive and responsible bid. Seeattached bid tab.

The stretch of West 69th Street between Jebens Avenue and North Hancock Avenue and Jebens Avenue from West 67th Street south to the end of P.C.C. were selected for resurfacing. This project will remove and replace the top layer of asphalt while preserving the underlying pavement layers.

Funding for this project is from the CIP #35054 Neighborhood Street Repair Program. These funds come from the sale of general obligation bonds.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	6/8/2022 - 3:54 PM
Public Works Committee	Moses, Trish	Approved	6/8/2022 - 3:54 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 5:57 PM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: W. 69dl Street and Jebens Avenue Road Projects

BID NUMBER: 22-144

OPENING DATE: June 6, 2022

FUNDING: 70078675 5303.50 35054 NEIGHBORHOOD STREET REPAIR

RECOMMENDATION: Award the contract to Langman Construction, Inc. of Rock Island, IL

VENDOR NAME	BID AMOUNT
Langman Construction, Inc. of Rock Island, IL	**$98,039.25**

Approved By Kari Theren — Purchasing — Date 06/07/2022

Approved By Nicole Gleason — Dept Director — Date 6-7-22

Approved By Brandi Cox — Budget/CIP — Date 6-7-22

Approved By Nancy S. Merritt — Assist. City Administrator/ CFO — Date 06/07/2022

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
6/22/2022

Subject:
Resolution making provision for the issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This not-to-exceed $45,000,000 issuance will fund the FY 2023 Capital Improvement Program adopted by the City Council in March 2022 and will be used to fund a number of capital projects including sewer, street, municipal facilities, parks, vehicles/equipment, public safety, solid waste, library, bridges, information technology, housing projects, and numerous other project areas outlined in the attached packet. This also includes current refunding the Callable Series 2015 Bonds.

The actual bond sale is set to occur later in the fiscal year and is expected in February 2023. Additional details, including the preliminary official statement, etc. will be available on future agenda items as the City nears the sale date.

The required Public Hearing was held at the Committee of the Whole Meeting on June 15, 2022.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution Letter
🗋	Backup Material	FY 2023 Bond Sale Details

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/7/2022 - 2:31 PM
Finance Committee	Merritt, Mallory	Approved	6/7/2022 - 2:31 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 2:53 PM

HEARING ON GENERAL OBLIGATION CORPORATE AND REFUNDING BONDS, SERIES 2023

629872-92

Davenport, Iowa

June 22, 2022

The City Council of the City of Davenport, Iowa, met pursuant to law and the rules of the City Council, at 5:30 p.m. on June 22, 2022. The meeting was called to order and upon the roll being called, the following named Aldermen were in attendance:

Present: _____

Absent: _____

The City Council investigated and found that pursuant to notice duly published, the City Council had met as the Committee-of-the-Whole on June 15, 2022, to permit residents or property owners of the City to present oral or written objections to the proposed issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023, of the City. After receiving and considering all comments and objections, the hearing had been closed and the meeting had been adjourned until the regular meeting of the City Council at the current time.

Alderman _____ introduced and moved the adoption of the resolution hereinafter set out making provisions for the issuance of such bonds. The motion was seconded by Alderman _____ and the Mayor put the question on the motion and, the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the motion duly carried and said resolution adopted, as hereinafter set out.

RESOLUTION NO. _____

Resolution making provision for the issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023

WHEREAS, the City of Davenport (the "City"), in Scott County, Iowa, in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, has previously issued its $17,715,000 General Obligation Corporate Bonds, Series 2015, dated March 10, 2015 (the "Series 2015 Bonds"), and, in the ordinance authorizing the issuance of the Series 2015 Bonds, the City reserved the right to call for early redemption as of June 1, 2023, the maturities of the Series 2015 Bonds coming due after June 1, 2023 (the "Callable Series 2015 Bonds"); and

WHEREAS, the City, in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, and pursuant to notice duly published and a hearing held thereon on June 15, 2022, has proposed that it is in the best interest of the City that not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023 (the "Bonds") be authorized by the City to provide funds to pay costs in connection with making improvements to sanitary sewers, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements; municipal housing projects; and current refunding the Callable Series 2015 Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. All objections received or made at the hearing are hereby overruled, and the Bonds are hereby ordered to be issued in the future in a principal amount not to exceed $45,000,000.

The Bonds shall bear interest, shall be payable as to principal and interest on the dates and in the amounts, may be subject to prepayment prior to maturity and may contain such other terms and provisions as shall be determined by the City Council at the time the Bonds are sold.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 22, 2022.

_____
Mayor

Attest:

_____
Deputy City Clerk

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that as such Deputy City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of the corporate records related to that portion of a meeting of the Council held on June 22, 2022, at which the Council adopted a resolution ordering the future issuance of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023, and that the transcript hereto attached contains a true, correct and complete copy of such resolution.

WITNESS MY HAND this _____ day of _____, 2022.

_____
Deputy City Clerk

June 3, 2022

VIA EMAIL

Mallory Merritt
CFO/Assistant City Administrator
City Hall
Davenport, Iowa

Re: $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023
Our File No. 629872-92

Dear Mallory:

We have prepared and attached a resolution that may be adopted at the City Council meeting on June 22, 2022, for the purpose of ordering the issuance in the future of not to exceed $45,000,000 General Obligation Corporate and Refunding Bonds, Series 2023.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond, Erin Regan or me.

Best regards,

John P. Danos

Attachments

cc: Brian Krup
Jon Burmeister

City of Davenport, Iowa
FY 2023 Bond Issue
($ Thousands)
4/26/2022

15-Year General Obligation Bonds	**Amount**		
Airport Improvements	20		
Bridge Repair and Maintenance	490		
Citizen Health & Welfare	0		
City Facility Improvements	$ 8,147		
Municipal Housing Projects	1,720		
Parks Improvements	1,125		
Public Safety Equipment	1,100		
Sewer Improvements	1,325		
Street Improvements	8,550		
Streetscape Improvements/Sidewalks & Paths	1525		
Subtotal 15-Year GO Bonds		**$**	**24,002**
5-Year Equipment Bonds (GO)			
Acquisition of Parks Vehicles/Equipment	150		
Acquisition of Streets Vehicles/Equipment	525		
City Information Technology Network Improvements	300		
Library Equipment	525		
Public Safety Equipment	0		
Subtotal 5-Year Equipment Bonds		**$**	**1,500**
15-Year Bonds Abated by Other Sources (GO)			
Sewer Improvements (Sewer Fund)	7,000		
Water Pollution Conrol Plant Improvements (WPCP Fund)	0		
Subtotal 15-Year Bonds Abated by Other Sources		**$**	**7,000**
5-Year Bonds Abated by Other Sources (GO)			
Solid Waste Equipment (Solid Waste Fund)	738		
Sewer Equipment (Sewer Fund)	0		
Subtotal 5-Year Bonds Abated by Other Sources		**$**	**738**
Total Proposed FY 2022 Bond Issue - Projected		**$**	**33,240**
Estimated Cost of Issuance and Underwriting Discount		**$**	**484**
Total FY 2022 Bond Issue - Not-to-Exceed		**$**	**33,723**

City of Davenport, Iowa
FY 2023 Bond Issue
($ Thousands)
4/26/2022

Essential Corporate Purpose	**Amount**		
Acquisition of Streets Vehicles/Equipment	525		
Airport Improvements	20		
Bridge Repair and Maintenance	490		
Public Safety Equipment	1,100		
Municipal Housing Projects	1,720		
Parks Improvements	1,125		
Sewer Improvements	8,325		
Street Improvements	8,550		
Streetscape Improvements/Sidewalks & Paths	1,525		
		$	23,380
General Corporate Purpose			
Acquisition of Parks Vehicles/Equipment	150		
City Facility Improvements	8,147		
City Information Technology Network Improvements	300		
Library Equipment	525		
Sewer Equipment	0		
Solid Waste Equipment	738		
		$	9,860
Total Proposed FY 2022 Bond Issue - Projected		$	33,240
Estimated Cost of Issuance and Underwriting Discount		$	484
Total FY 2022 Bond Issue - Not-to-Exceed		$	33,723

Funding Source	*Program*	CIP#	Project	Amount
GO BONDS	*AIRPORT*	20015	SOUTH AIRCRAFT APRON RECONSTRUCTION	$ 19,500
GO BONDS	*BRIDGES*	21009	BRIDGE MAINTENANCE PROGRAM	$ 400,000
GO BONDS	*BRIDGES*	21010	W. 46TH STREET BRIDGE REPLACEMENT	$ 90,000
GO BONDS	*FACILITIES MAINTENANCE*	23049	CAPITAL IMPROVEMENTS AT MWP	$ 437,050
GO BONDS	*FACILITIES MAINTENANCE*	23067	CITY HALL EXTERIOR REPAIRS	$ 200,000
GO BONDS	*FACILITIES MAINTENANCE*	23072	AW FAMILY AQUATIC CENTER ROOF REPLACEMENT	$ 150,000
GO BONDS	*FACILITIES MAINTENANCE*	23074	HISTORIC HOUSES REPAIR PROGRAM	$ 100,000
GO BONDS	*FACILITIES MAINTENANCE*	23075	VANDER VEER STONE BUILDING ROOF	$ 85,000
GO BONDS	*FACILITIES MAINTENANCE*	62002	POLICE STATION PUMP REPLACEMENTS	$ 50,000
GO BONDS	*FACILITIES MAINTENANCE*	63012	FIRE STATION 3	$ 7,000,000
BONDS ABATED BY SOLID WASTE FUND	*FLEET*	10503	SOLID WASTE EQUIPMENT REPLACEMENT PROGRAM	$ 738,000
EQUIPMENT BONDS	*FLEET*	24029	GROUND MAINTENANCE REPLACEMENT PROGRAM	$ 150,000
EQUIPMENT BONDS	*FLEET*	24033	CONSTRUCTION EQUIP. REPLACEMENT PROGRAM	$ 345,000
EQUIPMENT BONDS	*FLEET*	24034	POTHOLE REPAIR EQUIPMENT REPLACEMENT	$ 180,000
GO BONDS	*FLEET*	24021	FIRE APPARATUS AND EQUIPMENT REPLACEMENT	$ 1,100,000
GO BONDS	*GENERAL GOVERNMENT*	60034	URBAN REVITALIZATION PROGRAM	$ 740,000
GO BONDS	*GENERAL GOVERNMENT*	60037	EAST VILLAGE LIGHTING UPGRADES	$ 275,000
GO BONDS	*GENERAL GOVERNMENT*	61002	DAVENPORT NOW	$ 980,000
EQUIPMENT BONDS	*INFORMATION TECHNOLOGY*	67002	IT CAPITAL IMPROVEMENT PROGRAM	$ 250,000
EQUIPMENT BONDS	*INFORMATION TECHNOLOGY*	67006	CITY FIBER NETWORK MAINTENANCE PROGRAM	$ 50,000
EQUIPMENT BONDS	*LIBRARY SERVICES*	66016	LIBRARY MATERIALS PROGRAM	$ 415,000
EQUIPMENT BONDS	*LIBRARY SERVICES*	66017	LIBRARY ELECTRONIC REPLACEMENT PROGRAM	$ 110,000
GO BONDS	*PARKS & RECREATION*	64070	PARK DEVELOPMENT PROGRAM	$ 350,000
GO BONDS	*PARKS & RECREATION*	64101	DUCK CREEK PARK IMPROVEMENTS	$ 250,000
GO BONDS	*PARKS & RECREATION*	64115	SKATE PARK REPAIRS AND PUMP TRACK	$ 300,000
GO BONDS	*PARKS & RECREATION*	64116	GOLF COURSE IMPROVEMENTS PROGRAM	$ 225,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28024	CIVIC ACCESS PROGRAM	$ 250,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28028	CREATING CONNECTIONS PROGRAM	$ 600,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28030	RECREATIONAL PATH RECONSTRUCTION PROGRAM	$ 250,000
GO BONDS	*MULTI-MODAL TRANSPORTATION*	28032	WEST LOOP PHASE I	$ 150,000
GO BONDS	*RIVERFRONT*	68015	FLOOD RESILIENCY PROGRAM | STRUCTURAL	$ 1,000,000
GO BONDS	*FACILITIES MAINTENANCE*	23073	FREIGHT HOUSE ROOF & GUTTERS REPLACEMENT	$ 125,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30007	LIFT STATION REHABILITATION (SANITARY)	$ 50,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30047	SEWER CLEANING & TELEVISING PROGRAM	$ 200,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30048	TREMONT SANITARY INTERCEPTOR REPLACEMENT	$ 2,150,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30056	NEIGHBORHOOD I&I INVESTIGATION AND REMOVAL	$ 150,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30057	INFLOW AND INFILTRATION REMOVAL PROGRAM	$ 2,000,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30060	CONTRACT SEWER REPAIR PROGRAM (SANITARY)	$ 1,250,000
BONDS ABATED BY SEWER FUND	*SANITARY SEWERS*	30061	SEWER LATERAL REPAIR PROGRAM	$ 1,200,000
GO BONDS	*STORMWATER*	33001	CONTRACT SEWER REPAIR PROGRAM (STORM)	$ 300,000
GO BONDS	*STORMWATER*	33025	LIFTSTATION REHABILITATION (STORM)	$ 25,000
GO BONDS	*STREETS*	35038	ALLEY REPAIR PROGRAM	$ 200,000
GO BONDS	*STREETS*	35041	CONTRACT MILLING PROGRAM	$ 150,000
GO BONDS	*STREETS*	35052	53RD STREET RECONSTRUCTION PHASE II	$ 2,100,000
GO BONDS	*STREETS*	35053	HIGH VOLUME STREET REPAIR PROGRAM	$ 3,000,000
GO BONDS	*STREETS*	35054	NEIGHBORHOOD STREET REPAIR PROGRAM	$ 3,000,000
GO BONDS	*STREETS*	35055	3RD & 4TH STREET REHABILITATION	$ 100,000
				$ 33,239,550

TYPE

GO BONDS	$	24,001,550
BONDS ABATED BY SEWER	$	7,000,000
BONDS ABATED BY WPCP	$	-
EQUIPMENT BONDS	$	1,500,000
BONDS ABATED BY SOLID WASTE FUND	$	738,000
	$	**33,239,550**

CHECKS

FROM CIP DOCUMENT	$	33,239,550

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
6/22/2022

Subject:
Resolution approving an agreement with the Humane Society of Scott County for animal protection services. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
In 2019, the City of Davenport and the Humane Society of Scott County entered into a three-year agreement with no renewal options for the provision of animal protection services. Over the last several months, the City and the Humane Society have worked collaboratively to negotiate a new contract to take effect on July 1, 2022.

The attached draft agreement has a three-year term with no renewal options. This contract also includes the following:

1. The fee structure has been redesigned to reflect one annual fee rather than a number of varying fees. The first year is proposed at $391,000 with 3.0% annual escalators thereafter.

2. The City will provide and maintain radios for dispatching, the maintenance of a city-provided vehicle, and fuel as outlined in a prior contract.

3. The Humane Society of Scott County will establish a new ex-officio, non-voting member on its Board of Directors to be held by the City's Chief Financial Officer or City Administrator's designee.

4. The City will provide a capital investment of matching funds up to $50,000 for the replacement and redesign of the kennels. These funds shall be used for the Humane Society to leverage as matching funds for fundraising activities.

5. The parties agree to continue to meet monthly, and the Humane Society will continue to provide monthly performance reports to the Contract Manager for review and discussion.

The Humane Society of Scott County's Board of Directors met and approved the draft terms of this agreement, and it was accepted on June 7, 2022.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	Proposed Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/7/2022 - 2:30 PM
Finance Committee	Merritt, Mallory	Approved	6/7/2022 - 2:30 PM

City Clerk	Admin, Default	Approved	6/8/2022 - 3:00 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION approving an agreement with the Humane Society of Scott County for animal protection services.

WHEREAS, the City Council and the Humane Society of Scott County have previously entered into agreements whereby the Humane Society of Scott County has provided animal protection services and shelter services in the City of Davenport; and

WHEREAS, the previous agreement with the Humane Society of Scott County will terminate on June 30, 2022; and

WHEREAS, a new agreement is desired to provide animal protection services and shelter services within the City of Davenport; and

WHEREAS, the parties have agreed to new agreement terms starting July 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that an agreement for animal protection services with the Humane Society of Scott County is hereby approved.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

AGREEMENT

THIS AGREEMENT, executed in full, is made and entered into this _____ of _____, 2022, by and between City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter called the City, and the Humane Society of Scott County, Iowa, a non-profit corporation devoted to the welfare, protection, and humane treatment of animals as defined by section 162 Iowa Code, hereinafter called the "Society". The parties agree to the following terms:

A. SOCIETY'S OBLIGATIONS. The Society's obligations for the duration of this agreement shall be as follows:

1. Animal Shelter. Society shall provide an animal shelter for the animal welfare of the City which will comply in all respects to Iowa Administrative Code Rules Chapter 21 (Animal Welfare) Department of Agriculture Section 67.2(1) entitled Housing Facilities and Section 67.2(2) entitled Primary Enclosures.

2. Personnel. Society shall provide adequate personnel to carry out all mandates of Agreement including all ordinances, statutes and departmental rules, and the certification and registration as an animal welfare shelter by the Iowa Agricultural Department.

3. Training. Society shall provide for the education and training of Animal Protection Services Officers and shall include regular customer experience training. Society personnel shall participate at least bi-annually in training on City ordinances.

4. Hours of Operation. Society shall respond to all calls for assistance from the public from 8:00 AM to 7:00 PM Monday through Friday, and 8:00 AM to 5:00 PM on weekends or in accordance with a mutually agreed to schedule as requested by the parties.

5. Emergency Calls for Service. Society shall respond to emergency calls for service through the Davenport Police Department or the contract manager on a 24-hour daily basis. The maximum response time for these calls shall not exceed thirty (30) minutes.

6. Standard Calls for Service. Society shall respond to all animal control calls, which includes domestic and orphaned or injured wildlife animals, as soon as possible, with the exception of complaints relative to dead animals in the public right of way. Society shall operate such that average response times for calls for service is no more than 60 minutes from time call is received except for in cases outlined in section A(5) which originate through the Davenport Police Department or the contract manager.

7. Acceptance. Society shall provide for the prevention of abandonment and straying of animals within the City by accepting all animals brought, either singly or in litters, to its shelter by any person living in the City of Davenport.

8. Holding Times. Society shall capture all stray or abandoned animals within the City for holding in its shelter for the period of time required by ordinance, statutes, or Iowa Administrative Rules for return to its owner upon owner's payment of costs as set by Society and in compliance with the licensure and ordinances of the City.

9. Intake Evaluation and Euthanasia. Society shall evaluate all animals upon intake; animals that are sick or diseased with an infectious, contagious, or other untreatable condition which constitutes a health hazard to other animals or animals that are suffering by reason of injury may be disposed of by euthanasia within a shorter period of time if approved by an Animal Protection Services Officer or a licensed veterinarian. In cases of euthanasia, Society shall provide procedures for the humane euthanasia of sick, diseased, and unclaimed City animals according to the standards required by the Code of Iowa, Section 162.2(13) relating to euthanasia.

10. Wildlife Incidents. Society will evaluate wildlife animal incidents to ensure that any threat to public safety is mitigated. Any wildlife animal incident that is not considered a threat to public safety will be handled at the discretion of the Society at no cost to the city.

11. Adoptions. Society shall provide the forms, means, procedure, and personnel at the shelter for the adoption of suitable animals and to require all adopters of animals to comply with City ordinances, state laws, and Iowa Administrative Rules relating to health and animal welfare.

12. Citations. Society shall issue citations where violations of licensing, rabies, inoculation, cruelty, or other violations of ordinances or statutes occur. In these cases, the issuing personnel shall attend the trial of the cause and assist by providing the documentation of the offense to the prosecuting legal officer and any other information as requested. Society shall maintain records of such documentation and incidents.

13. Bite Cases. Society shall require the owners of all City animals involved in bite cases to confine said animals as directed by the Scott County, Iowa, County Health Department; in the event of a dead animal involved in a bite case, Society shall take the dead animal to a veterinarian designated by the Scott County Health Department for a head test.

14. Licensing. Society shall provide licenses to owners of animals requiring a license by City ordinance upon receipt of the amount for specified for the license by law and presentation of current rabies inoculation documents. The Society may retain the license fees, except the fees for special licenses, such as those required for dangerous or vicious dogs, which shall be remitted to the City. During the contract term, Society shall make every effort to educate residents on licensing requirements and gain wider city-wide compliance.

15. Transport. Society shall pick up and transport animals that have been injured and whereby the owner is not known to the shelter.

16. Spay and Neuter. Society shall provide forms and procedures for requiring the spay or neuter of all adopted animals from the shelter and for monitoring compliance. From time to time, Society shall work to engage partners to host spay and neuter clinics for the public.

17. Programs. Society shall be responsible for creating programs designed to educate and inform City residents on City animal ordinances and animal-related issues. Society shall make every effort to provide additional programs aimed at animal adoptions and increasing shelter capacity.

18. Records Management. Society shall maintain all documents including calls for service data, dispatch data, and incident narratives for all calls for service. Records pertaining to the City of Davenport calls for service shall be released to the City when requested.

19. Reports. Society shall provide monthly calls for service information in aggregate form to the City on a monthly basis. Society shall also begin providing metrics on number of licenses issued.

20. Audit. Society shall provide the City's Chief Financial Officer with a copy of the annual audit for inspection only.

21. Other Responsibilities. Society shall provide all other functions required of City under Iowa Administrative Rules and any amendment thereto relating to animal welfare and all Iowa statutory law excepting those functions performed by the Scott County Board of Health.

22. Board of Directors. Society shall include the City's Chief Financial Officer, or City Administrator's designee, as an ex officio, non-voting member of its Board of Directors.

B. CITY'S OBLIGATIONS

1. Payment for Services. City shall make a monthly payment for the performance of the covenants herein in the amount of $391,000 payable on the first day of July 2022 and by the first day of July each year thereafter until this Agreement is terminated or expires by its own terms provided below.

FY 2023:	**$391,000**
FY 2024:	**3.0% Annual Escalator**
FY 2025:	**3.0% Annual Escalator**

2. Capital Investment. The City shall make a one-time capital investment of $50,000 in matching funds for the replacement and redesign of kennels payable in year one of the contract term. These funds shall be used as matching funds to assist the Society with fundraising activities and metrics.

3. Vehicles. City shall provide the vehicles for transporting City animals, and the provision of vehicles shall be done in accordance with the overall fleet strategy as directed by the City's Fleet Manager. The Society shall accept title to these vehicles and be responsible for licensing and insuring them in accordance with State law and assume all liability for them. City shall provide and fund general maintenance of the vehicle provided by this section at the sole discretion of the City's Fleet Manager and shall be coordinated by the City. Upon dissolution of this Agreement, any vehicles provided for use by the Humane Society of Scott County shall be returned to the City at no cost unless terms are specified differently in an addendum.

4. Fuel. City shall provide fuel so that the Society can carry out its City-related responsibilities.

5. Radios. City shall provide working radios for the dispatch and coordination and response to animal-related calls for service within the City. City shall pay for related maintenance contracts. Radios shall be deemed property of the City of Davenport. Upon dissolution of this Agreement, any radios provided for use by the Humane Society of Scott County shall be returned to the City of Davenport at no cost.

6. Training. City shall provide bi-annual training opportunities for Society's personnel on ordinances, legal compliance, or customer experience as requested.

7. Contract Manager. The City's Chief Financial Officer, or their designee, shall serve as the Contract Manager for the term of this agreement

C. MUTUAL AGREEMENTS

1. Term. This agreement shall have a term of three (3) years, beginning July 1, 2022 with two (2) possible one year options to renew thereafter. Either party, at its option and discretion, may terminate this Agreement by giving six months written notice to the other party.

2. Meetings. Society and City shall meet together monthly, as requested by either Party, or as determined by the Contract Manager, for the purpose of reviewing performance related to this Agreement. Any performance deficiencies identified by City shall be resolved within reasonable time frames agreed to by the Parties.

3. Miscellaneous. This Agreement is the entire Agreement of the parties with respect to the subject matter and supersedes any and all prior agreements among the parties. Further, this Agreement is not intended and should not be construed to confer any rights or privileges upon any parties who are not party to this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY OF DAVENPORT

BY: _____
Mike Matson, Mayor

ATTEST: _____
Brian Krup, Deputy City Clerk

HUMANE SOCIETY OF SCOTT COUNTY

BY: _____
HSSC Executive Director

ATTEST: _____
Sign and Print Name

City of Davenport

Department: Public Works - Admin
Contact Info: Alderman Cornette and Alderman Dunn l 563-326-7701

Action / Date
6/22/2022

Subject:
Resolution naming the City park on North Marquette Street as Robin Creek Park. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
Acquired in 1977, this 22-acre park is located on parcel M1504-01A in the 4400-4500 block of Marquette Street. Current Park amenities include a dog off-leash area, wooded off road bicycle trails, and open green space.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Map

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/7/2022 - 2:32 PM
Finance Committee	Merritt, Mallory	Approved	6/7/2022 - 2:32 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 3:01 PM

Resolution No. _____

Resolution offered by Alderman Cornette and Alderwoman Dunn.

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

RESOLUTION naming the City park on North Marquette Street as Robin Creek Park.

WHEREAS, the 22-acre park is located on parcel M1504-01A in the 4400-4500 block of Marquette Street; and

WHEREAS, park amenities include a dog off-leash area, wooded off-road bicycle trails, and open green space.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City park on North Marquette Street is hereby named Robin Creek Park.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk


W 46TH ST
W 46TH ST
W 46TH ST
MARQUETTE ST
CANTERBURY LN
ROYAL OAKS DR
Marquette Dog Park
Dog Off-Leash

City of Davenport

Department: Finance **Action / Date**
Contact Info: Kelley Shook | 563-888-3379 **6/22/2022**

Subject:
Resolution approving the renewal of general and auto liability, property, and workers' compensation insurance, as well as related professional services for FY 2023 with multiple insurance companies in the amount of $1,725,999. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City has established a Risk Management Fund to account for liability, property, and workers' compensation insurance premiums, claims, and administrative costs for the Risk Management program. The strategy of the Risk Management program is to procure insurance policies to protect against catastrophic losses and to self-insure for claims up to a specific stop loss amount for each type of coverage.

It has been the practice of the City to contract with Arthur J. Gallagher & Company to serve as the agent/broker for these insurance policies. The agent/broker is paid by a combination of policy commissions. The role of the agent/broker is to make recommendations for policy enhancements and to negotiate with the various insurance markets on the City's behalf. The goal is to find the most cost-effective coverages to minimize overall risk exposure with stable insurance firms capable of handling the specialized needs of a municipal government. New this year, the City is using Assured Partners as its broker for workers' compensation excess coverage.

The overall premiums increased this year from $1,696,825 to $1,725,999, or 1.72%, considerably less than in previous years. Although this does present an overall increase, the size of the increase has been lessened because of a leveling out in the insurance market for both property and liability coverage. The City's property premium with Chubb Insurance is up 8.85%, but that includes a built-in 4% inflation guard the City uses each year for its buildings and contents. The liability premium with Munich/PESLIC is down 6.81% compared to the expiring premium paid in FY22. After years of taking rate increases on liability premiums, the insurance market is beginning to relax a bit. The City of Davenport is benefiting from this break on insurance rate increases as well as benefitting from the City's favorable claims history. Our excess workers' compensation policy shows a 10.16% increase, which is the result of an increase in payroll and an increase in rate, with the driving factor of the latter being an increase in severity (but not frequency) of 410/411 claims.

Attached are documents labeled "FY23 Schedule of Insurance in Force," which is a comprehensive list of policies and premiums, and a document labeled "FY23 Year Over Year Comparison," which displays the year-over-year premium comparisons for Fiscal Years 2022 and 2023, respectively.

Below is a summary of products not included in the description above. Based on the City's experience with these policies, predictions for renewals premiums have been made. The policy renewals dates are as follows:

AHRMA Renewal on January 1, 2023
Selective (Flood Policies) Various renewal dates in 2022
Travelers (Public Official Bonds) Various renewal dates in 2022
Cyber Renewal on November 29, 2022
Excess Flood Renewal on February 12, 2022
Active Shooter-Malicious Attack Renewal on February 10, 2022

Fine Arts Coverage Renewal on October 3, 2022

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	FY23 Schedule of Insurance In Force
🗋	Backup Material	FY23 Year Over Year Comparison

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/8/2022 - 4:07 PM
Finance Committee	Merritt, Mallory	Approved	6/8/2022 - 4:07 PM
City Clerk	Admin, Default	Approved	6/9/2022 - 5:03 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION approving the renewal of general and auto liability, property, and workers' compensation insurance, and related professional risk management services for Fiscal Year 2022 with multiple insurance companies in the amount of $1,725,999.

WHEREAS, the City of Davenport must renew various insurance coverages effective July 1, 2022 for FY2023.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the renewal of general and auto liability, property, and workers' compensation insurance, and related professional Risk Management services for FY 2023 with multiple insurance companies in the amount of $1,725,999 is hereby approved in accordance with the Schedule of Insurance in Force.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT

SCHEDULE OF INSURANCE IN FORCE
JULY 1, 2022 thru JUNE 30, 2023

COVERAGE	COMPANY	PREMIUM FY2023	POLICY NUMBER	EXPIRATION DATE	AMOUNT OF COVERAGE	COINSURANCE OR DEDUCTIBLE
PROPERTY						
City Buildings	Federal Insurance Co. of CHUBB	$496,738	36055465	7/1/23	$300,000,000	$100,000
Contents & Fixed Equipment	Federal Insurance Co. of CHUBB	Included Above	"	"	Included Above	$100,000
Stored Vehicles	Federal Insurance Co. of CHUBB	Included Above	"	"	Included Above	$100,000
Boiler & Machinery	Cincinnati Insurance Company	$23,880	BEP2664904	7/1/23	$25,000,000	$25,000
Transit Center (50% billed to EICC)	Cincinnati Insurance Company	$11,129	ENP0029100	7/1/23	$6,544,561	$1,000
Employee Dishonesty/Crime	Travelers Casualty & Surety Co.	$4,200	106682997	1/31/23	$1,000,000	$10,000
Hull Physical Damage	Travelers Casualty & Surety Co.	$4,246	13S3915118	7/1/23	$178,182	$10,000
Fire Truck Physical Damage Coverage	PESLIC	Included Below	64-A3-EX-0000060-00	7/1/23	Actual Cash Value	$75,000
Fire Boat House	Travelers Casualty & Surety Co.	$7,028	ZPD31M6648A18	7/1/23	$250,000	$25,000
Excess Flood Insurance	Trisura Specialty	$73,568	RST-0000020-01	2/12/23	$3,000,000	$500,000
Active Shooter-Malicious Attack	Underwriters at Lloyds, London	$47,485	UTS2563929.21	2/10/23	$3,000,000	No Deductible
Fine Arts	XL Catlin	$15,000	UM00069766SP18A	10/3/23	20,000,000	$2,500/5,000
Mississippi Lofts (40% Billed to PHM)	American Family Insurance	$30,597	14X6-1141-03-62-BLBK-IA	11/1/22	$1,000,000	$10,000
Mississippi Lofts Equipment Breakdown	The Hartford Steam Boiler	$1,971	FBP2352869	11/10/22	$19,320,000	$1,000
Scatter Sites & Heritage House	AHRMA	$13,406	AHR1989060101	1/1/23	$17,801,864	$1,000
Flood (various locations)	NFIP/Selective	$112,500	Various	Various	Various	Various
LIABILITY						
GL/LAW/EBL/TERRORISM	PESLIC $10M limit	$514,695	64-A3-EX-0000060-00	7/1/23	$10,000,000	$500,000
Public Officials (City)	PESLIC	Included Above	"	"	Included Above	$500,000
Claims Handling E&O	PESLIC	Included Above	"	"	Included Above	$500,000
Airport	Commerce & Industry Ins Co	$7,082	AP003790418	7/1/23	$5,000,000	No Deductible
Public Official Bond (M. Merritt)	Travelers Casualty & Surety Co.	$5,436	107282958	6/22/23	$5,000,000	No Deductible
Public Offical Bond (B. Gerlach)	Travelers Casualty & Surety Co.	$6,040	107417772	4/1/23	$5,000,000	No Deductible
Public Offical Bond (J. Odean)	Travelers Casualty & Surety Co.	$6,040	106684017	1/31/23	$5,000,000	No Deductible
Drone Liaiblity	Cincinnati Speciality Underwriters	$646	171840	7/1/23	$1,000,000	$1,000
Cyber Liability	Beazley Breach Response	$141,652	W25630180101	11/29/22	$5,000,000	$50,000
Liquor Liability	Illinois Casualty Company	$1,427	LL106634	7/1/23	$1,000,000	No Deductible
Housing Authority (inc. Public Officials)	AHRMA	$9,157	AHR1989060101	1/1/23	$2,000,000	$1,000/$5,000 (Admin/Judicial
Mississippi Lofts (40% Billed to PHM)	American Family Insurance	$39,035	14X6-1141-02-64-CLXS-IA	11/1/22	$3,000,000	$10,000
WORKERS' COMPENSATION						
Excess Workers' Compensation	Midwest Employers Casualty Co.	$175,591	EWC008321	7/1/23	Statutory	$2,000,000

City has Terrorism Coverage under Liability and WC.

CITY OF DAVENPORT
YEAR OVER YEAR INSURANCE COMPARISON
2022 vs. 2023

COVERAGE	COMPANY		2023 PREMIUM	2022 PREMIUM	$ Change	% Change
PROPERTY						
City Buildings	Chubb		496,738	456,347	40,391	8.85%
Contents & Fixed Equipment	Chubb - Included Above					
Stored Vehicles	Chubb - Included Above					
Boiler & Machinery (3-year expires 2023)	Cincinnati		23,880	23,880	-	0.00%
Transit Center	Cincinnati		11,129	8,848	2,281	25.78%
Employee Dishonesty/Bond (renewed 1/31/23)	Travelers		4,200	3,956	244	6.17%
Hull Physical Damage	Travelers		4,246	3,791	455	12.00%
Fire Truck Physical Damage Coverage	PESLIC		inc.	inc.		
Fireboat House	Travelers		7,028	6,275	753	12.00%
Excess Flood Insurance (renews 2/12/23)	Trisura Speciality	est.	73,568	63,987	9,581	14.97%
Active Shooter (renews 2/10/23)	Underwriters at Lloyds, London	est.	53,000	47,485	5,515	11.61%
Fine Arts (renews 10/3/22)	XL Catlin	est.	15,000	15,000	-	0.00%
Mississippi Lofts Equipment Breakdown (renews 11/1/22)	The Hartford Steam Boiler	est.	1,971	1,971	-	0.00%
LIABILITY						
GL/LAW/AUTO/TERRORISM	PESLIC $10M limit		514,695	552,285	(37,590)	-6.81%
Public Officials (City)	PESLIC					
Claims Handling E&O	PESLIC					
Airport	Commerce & Industry Ins Co		7,082	6,785	297	4.38%
Drone	Cincinnati Speciality Underwriters		646	591	55	9.31%
Cyber (renews 11/29/21)	Beazley Breach Response	est.	150,000	141,653	8,347	5.89%
Liquor Liability	Illinois Casualty Company		1,427	1,313	114	8.68%
WORKERS' COMPENSATION						
Excess Workers' Compensation	Midwest Employers		175,591	159,403	16,188	10.16%
Total Property, Liability, & WC Coverages			**1,540,201**	**1,493,570**	46,631	3.12%

OTHER COVERAGES *(Current policies in force)*

PROPERTY		POLICY RENEWAL DATE	2023 ESTIMATE	2022 PREMIUM	$ Change	% Change
Scattered Sites & Heritage House	AHRMA	1/1/22	13,406	38,706	(25,300)	-65.36%
Flood (various locations)	NFIP/Selective	Various	112,500	98,841	13,659	13.82%
LIABILITY						
Mississippi Lofts (40% billed to PHM)	American Family Insurance	11/1/22	40,000	39,035	965	2.47%
Housing Authority (Inc. Public Officials)	AHRMA	1/1/22	2,376	9,157	(6,781)	-74.05%
Public Officials Bonds	Travelers	Various	17,516	17,516	-	0.00%
Total Other Coverages			**185,798**	**203,255**	(17,457)	-8.59%
Grand Total All Coverages	*Total Budget Amount*		**1,725,999**	**1,696,825**	29,174	1.72%
	Surplus/(Overage)					

City of Davenport

Department: City Clerk
Contact Info: Sarah Ott | 563-326-6167

Action / Date
6/22/2022

Subject:
Resolution approving a 28D Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport schools. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport currently assigns five Davenport Police Department police offers to the Davenport Community School District as School Resource Officers (SRO). Previously, the assignment of these officers has been governed by two separate funding agreements.

This 28D consolidates the past agreements into one funding agreement between the City of Davenport and the Davenport Community School District for all officer positions covered by the SRO program. The term of the agreement is for the 2022-2023 and 2023-2024 school years.

As provided for in the agreement, the City shall pay and provide the benefits to the SROs. The DCSD shall reimburse the City for all of said salaries paid to the SROs by the City. The City shall bill DCSD for the cost of the salary of the officers' position.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	SRO28D Agreement

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/9/2022 - 4:58 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION approving a 28D Intergovernmental Agreement between the City of Davenport and the Davenport Community School District for the purpose of providing School Resource Officers at Davenport schools.

WHEREAS, the Parties believe that entering into a 28D Intergovernmental Agreement for the purpose of providing sworn School Resource Officers at DCSD schools will be in their collective best interests; and

WHEREAS, the Parties have the authority to enter into the Agreement and provide funding pursuant to the Iowa Code Chapter 28D.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a 28D Intergovernmental Agreement between the City of Davenport and Davenport Community School District for the purpose of providing School Resource Officers at Davenport schools is hereby approved.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

INTERGOVERNMENTAL 28D AGREEMENT
BETWEEN THE
DAVENPORT COMMUNITY SCHOOL DISTRICT
AND THE CITY OF DAVENPORT

Pursuant to Iowa Code Chapter 28D, this agreement is made and entered into by and between the Davenport Community School District (hereinafter referred to as "DCSD") and the City of Davenport (hereinafter referred to as "City").

Statement of Purpose

The purpose of this agreement is to affect an interchange of personnel between the above-named governmental subdivisions in an effort to address and resolve some public concerns through intergovernmental cooperation; specifically, this agreement provides for the assignment of five designated police officers from the City of Davenport to act as DSCD School Resource Officers.

Authority

This agreement is entered into pursuant to the provisions of Chapter 28D of the Iowa Code entitled "Interchange of Federal, State and Local Government Employees".

Term of Agreement

Said officers will be assigned to the DCSD during the academic school years which begin in August 2022 and August 2023 for academic school years 2022-2023 and 2023-2024. However, during the academic calendar school year when classes are not in session as a result of designated holidays, vacation days, in-service days, non-attendance days or similar days said officers shall be assigned to relevant district special projects or the Services Division under the direct supervision of the Crime Prevention Bureau Lieutenant with the Davenport Police Department. Either party may terminate this agreement by providing ninety (90) days written notice to the other party. Unless renewed, this agreement automatically terminates at the conclusion of the 2023-2024 school year. This agreement may only be modified by mutual agreement of the parties in writing.

Selection of School Resource Officers

Should officers who are not already in place and will be serving as school resource officers between the City and DCSD be needed, they will be interviewed by a selection panel comprised of members of the Davenport Police Department and DCSD. At the conclusion of the interview process, a list of possible candidates will be submitted with collaboration from the DCSC.

Status of School Resource Officers

The school resource officers will be considered on detail to regular work assignment of the Davenport Police Department, entitled to the same salary and benefits to which he or she would otherwise be entitled and shall remain an employee of the City for all other purposes except

that the supervision of his or her duties during the period of detail shall be as provided for hereinafter.

Supervision

The school resource officers assigned to this position by the City shall be under the general supervision of the Davenport Police Department and will conduct himself or herself in accordance with all federal, state and local laws and the current general orders of the Davenport Police Department. In accordance with the foregoing, the DCSD will assign the school resource officers daily activity during the time schools and classes are in session, but it will not interfere in the officers' lawful execution of his or her duties as a law enforcement officer for the City. When schools are not in session and classes are not being held, the school resource officers will be under the direct supervision of the Services Division Crime Prevention Bureau of the Davenport Police Department.

During time of a declared city or state emergency, the officers will perform the duties of a police officer for the City of Davenport and will be re-assigned from the DCSD to the City for the duration of the declared emergency.

The DCSD may provide the Davenport Police Department with a weekly staffing agenda for the officers' work and shall also provide a work station within the school building for the officers' use and may provide on-site office equipment for the officers' use. All standard or customary law enforcement equipment shall be provided by the Davenport Police Department or the school resource officers pursuant to the officers' employment agreement with the city. The officers will provide the bureau commander with a monthly summary of the activities the officer has performed for the DCSD. The officers shall provide services to the DCSD including, but not limited to, enforcement of state and local laws, safety consultation and planning, assist with and help maintain security at the school, coordinate crises responses with school administrators, respond to and investigate incidents, and train school staff on safety measures, etc. The school resource officers shall be considered employees of the city for purposes of Iowa Code 670.8.

Law Enforcement Training and Activities

The parties agree that the school resource officers shall be allowed to attend mandatory training in order to retain his or her law enforcement officer certification or continuing education as required by state law and regulations and the Davenport Police Department.

Financing of School Resource Officer Positions

The City shall pay and shall provide the benefits to the school resource officers. The DCSD shall reimburse the City all of said salaries paid to the officers by the City. The City shall be responsible for any overtime wages associated with the school resource officer's salaries. The City shall bill DCSD for the costs of the salary of the officers' position.

Liability

Except as provided in Sections 28D.4(4) and 28D.6(4) of the Code of Iowa which are specifically related to workers' compensation, each party agrees to waive, indemnify and hold harmless the other party against any and all claims for compensation for damage or loss of any equipment or

property, and for personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement.

Each party shall be responsible for all losses, liabilities, costs, expenses, lawsuits, actions, claims and demands whatsoever, including without limitation all judgments and attorney fees and other expenses caused by or attributed to its personnel or property while in the performance of this agreement. In the event of joint liability of the parties, liability of each party shall be determined by comparative fault under Iowa law.

In witness whereof, the parties have duly executed this agreement on this _____ day of _____, 2022.

Davenport Community School District

_____
President, DCSD School Board

City of Davenport

_____
Mike Matson, Mayor

City of Davenport

Department: City Clerk
Contact Info: Courtney Jones | 563-888-3106

Action / Date
6/22/2022

Subject:
Resolution awarding a contract for architectural and engineering services for the Main Street Landing | Destination Play Area project to Sasaki Associates, Inc of Denver, Colorado in an amount not-to-exceed $761,815, ARP #12. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
On January 5, 2022 staff issued an RFQ to solicit proposals from qualified architecture & engineering firms for the design of a new Destination Play Area & Event Lawn on the Davenport riverfront known as Main Street Landing. Twelve (12) firms from throughout the country submitted proposals outlining their qualifications to successfully design this project.

Following staff evaluations, five of the twelve firms were invited to meet with a selection committee comprised of staff and stakeholders. A second interview was held, narrowing down the selection from five to three firms.

On May 11, 2022 Council passed a motion authorizing staff to begin contract negations with Sasaki Associates, Inc.

Funding is made available through the American Rescue Plan Act.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/9/2022 - 5:00 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION awarding a contract for architectural and engineering services for the Main Street Landing | Destination Play Area project to Sasaki Associates, Inc of Denver, Colorado in an amount not-to-exceed $761,815, ARP #12.

WHEREAS, the Main Street Landing | Destination Play Area project was identified and approved by the City Council as part of the City Administrator's recommend American Rescue Plan Act budget; and

WHEREAS, the City needs to contract for architectural and engineering services for the Main Street Landing | Destination Play Area; and

WHEREAS, Sasaki Associates, Inc was the highest scoring firm that submitted qualifications; and

WHEREAS, City Council authorized staff to begin negotiations with Sasaki Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for architectural and engineering services for the Main Street Landing | Destination Play Area project is hereby awarded to Sasaki Associates, Inc of Denver, Colorado in an amount not-to-exceed $761,815.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Architecture & Engineering Services | Main Street Landing – Destination Play Area & Event Lawn

BID NUMBER: 22-74

OPENING DATE: February 9, 2022

FUNDING: ARP12 MSL Adventure Play & Event Lawn Project

RECOMMENDATION: Award the contract to Sasaki Associates, Inc. of Denver, Colorado

VENDOR NAME	**Location**
Sasaki Associates, Inc.	**Denver, CO**
WXY Architecture + Urban Design	New York, NY
Coen+Partners	Minneapolis, MN
Confluence, Inc.	Des Moines, IA
Groundswell Design Group, Inc.	Philadelphia, PA
HDR Architecture, Inc.	Omaha, NE
IMEG Corp.	Rock Island, IL
MKSK, INC	Columbus, OH
PORT Architecture and Urbanism LLC	Chicago, IL
Site Design Group, Ltd.	Chicago, IL
The Lamar Johnson Collaborative	St. Louis, MO
Unknown Studio Landscape Architecture & Urban Design LLC	Baltimore, MD

Approved By Krista Keller 6-9-2022
Purchasing Date

Approved By Chad Dyer 6-10-2022
Dept Director Date

Approved By Jay Johnson 6/10/2022
Budget/CIP Date

Approved By Wallace Bennett 06/10/2022
Assist. City Administrator/ CFO Date

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
6/22/2022

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

Recommendation:
Adopt the Resolution.

Background:
Chapter 70A.9 of the Code of Iowa requires the local governing body to approve the mileage rate paid to employees who use their personal vehicle for City business/travel. The IRS is increasing the mileage rate from $0.585 to $0.625 effective July 1, 2022.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	IRS Announcement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/14/2022 - 11:16 AM

Resolution No. _____

Resolution offered by Alderman Condon.

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

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

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

WHEREAS, the Internal Revenue Service mileage rate is increasing to $0.625 effective July 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Internal Revenue Service mileage rate of $0.625 effective July 1, 2022 is hereby adopted to reimburse employees for use of a personal vehicle for City business.

Passed and approved this 22nd day of June, 2022.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

Optional Standard Mileage Rates

Announcement 2022-13

This announcement informs taxpayers that the Internal Revenue Service is modifying Notice 2022-3, 2022-2 I.R.B. 308, by revising the optional standard mileage rates for computing the deductible costs of operating an automobile for business, medical, or moving expense purposes and for determining the reimbursed amount of these expenses that is deemed substantiated. This modification results from recent increases in the price of fuel.

The revised standard mileage rates are:

(1) Business	62.5 cents per mile
(2) Medical and moving	22 cents per mile

The mileage rate that applies to the deduction for charitable contributions is fixed under § 170(i) of the Internal Revenue Code (Code) at 14 cents per mile.

The revised standard mileage rates set forth in this announcement apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes on or after July 1, 2022, and to mileage allowances that are paid

both (1) to an employee on or after July 1, 2022, and (2) for transportation expenses paid or incurred by the employee on or after July 1, 2022.

The standard mileage rates set forth in Notice 2022-3 continue to apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes before July 1, 2022, and to mileage allowances paid (1) to an employee before July 1, 2022, or (2) with respect to transportation expenses paid or incurred by the employee before July 1, 2022. All other provisions of Notice 2022-3 remain in effect.

Note that § 11045 of Public Law 115- 97, 131. Stat. 2054 (December 22, 2017), commonly referred to as the Tax Cuts and Jobs Act (TCJA), suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67 of the Code, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the revised business standard mileage rate provided in this announcement cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2021), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2021), and therefore may use the revised business standard

mileage rate provided in this announcement.

Further, § 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after December 31, 2017, and before January 1, 2026. However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) of the Code applies, the revised standard mileage rate provided in this announcement is not applicable for the use of an automobile as part of a move occurring during the suspension.

EFFECT ON OTHER DOCUMENTS

Notice 2022-3 is modified.

DRAFTING INFORMATION

The principal author of this announcement is Christian Lagorio of the Office of Chief Counsel (Income Tax and Accounting). For further information regarding this announcement contact Mr. Lagorio at (202) 317-7005 (not a toll-free number).

City of Davenport

Department: Finance
Contact Info: Cory Smith | 563-888-2162

Action / Date
6/22/2022

Subject:
Motion approving the purchase of fiber vaults for 53rd Street Phase II from Graybar Electric Company Inc of Davenport, Iowa in the amount of $77,108.50, CIP #67007. [Wards 6 & 8]

Recommendation:
Pass the Motion.

Background:
On April 22, 2022, an Invitation to Bid was issued and sent to vendors. The Purchasing Division opened and read two (2) bids on May 6, 2022. See attached bid tab.

These fiber vaults are needed for the 53rd Street widening project from Eastern Avenue going east. The underground vaults include the enclosure and covers.

Graybar Electric Company Inc of Davenport, Iowa was the lowest responsive and responsible bidder.

Funding for this project is from the CIP #67006 City Fiber Expansion.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/7/2022 - 2:32 PM
Finance Committee	Merritt, Mallory	Approved	6/7/2022 - 2:32 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 3:02 PM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 53rd STREET PHASE II FIBER VAULTS

BID NUMBER: 22-133

OPENING DATE: MAY 6, 2022

FUNDING: CIP 67007 CITY FIBER EXPANSION

RECOMMENDATION: AWARD THE CONTRACT TO GRAYBAR ELECTRIC COMPANY INC OF DAVENPORT IOWA

VENDOR NAME	PRICE
Graybar Electric Company Inc of Davenport Iowa	**$77,108.50**
Republic Companies of Davenport Iowa	$135,392.60

Approved By Krista Kruse 6-3-2022
Purchasing Date

Approved By 6-2-2022
Dept Director Date

Approved By Brandi Cox 6/3/22
Budget/CIP Date

Approved By William J. McNett 06/06/2022
Assist. City Administrator/ CFO Date

City of Davenport

Department: Finance
Contact Info: Mallory Merritt | 563-326-7792

Action / Date
6/22/2022

Subject:
Motion approving the renewal of a facility management agreement for the RiverCenter and Adler Theater through August 31, 2026 with VenuWorks, Inc of Ames, Iowa. [Ward 3]

Recommendation:
Pass the Motion.

Background:
In 2015, an RFP was issued and sent to 48 management firms. Through this process, the City Council awarded the RiverCenter/Adler Theatre facility management agreement to VenuWorks, Inc of Ames, Iowa. This contract included a five-year term with two three-year renewal options. The parties have exercised their first renewal option, and this Motion and action would authorize the second and final renewal option through August 31, 2026.

Funding for this service is from account: 51801111-520217.

Addendum 2 (Renewal Option 2) and the original management agreement are attached.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Renewal Addendum Number Two
🗋	Backup Material	Original Management Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	6/7/2022 - 2:31 PM
Finance Committee	Merritt, Mallory	Approved	6/7/2022 - 2:31 PM
City Clerk	Admin, Default	Approved	6/8/2022 - 3:07 PM

RiverCenter/Adler Theatre
Management Agreement
Addendum Number Two

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of July 1, 2022, by and between THE CITY OF DAVENPORT, an Iowa municipality with offices at 226 West Fourth St, Davenport, Iowa, 52801 (**CITY**), and VENUWORKS OF DAVENPORT, LLC, an Iowa limited liability corporation, with offices at 1615 Golden Aspen Road, Suite 107, Ames, Iowa, 50010 ("**VENUWORKS**"). Both Parties may be referred to individually as "Party" and jointly as "Parties".

RECITALS

WHEREAS, the **CITY** is the Owner of a place of public gathering known as the RiverCenter/Adler Theatre, featuring a restored performing arts theatre and a convention/exposition center (hereinafter referred to as the "Location"); and,

WHEREAS, the **CITY** is party to a Management Agreement for the Location with **VENUWORKS**, dated September 1, 2015, ("the Agreement"); and

WHEREAS, **VENUWORKS** is in the business of providing management, operations and marketing services to similar facilities and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, **VENUWORKS** is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to **VENUWORKS** by VWI in the completion of **VENUWORKS**' responsibilities as defined in the Agreement; and

WHEREAS, both Parties desire to renew The Agreement, in accordance with Article 2 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

The Term of the Agreement as stated in **ARTICLE 2** of the Agreement shall be extended for a period of three (3) years, beginning September 1, 2023, and ending August 31, 2026, unless earlier terminated as set forth in the Agreement.

The last sentence o**f ARTICLE 3,** Section 3.3.14 Revenues; Bank Accounts and Payment of Operating Expenses of the Agreement reads as follows:

> After payment from such ticket sales Revenues of all event-related expenses, and within twenty-four hours after the end of the event, VENUWORKS shall transfer the remaining event ticket sales Revenue to the City of Davenport Operating Account.

This sentence shall be amended to read as follows:

> After payment from such ticket sales Revenues of all event-related expenses, and no later than thirty days after the end of the event, VENUWORKS shall transfer the remaining event ticket sales Revenue to the City of Davenport Operating Account.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

VENUWORKS, INC

_____

By: Steven L. Peters, President

Date_____

CITY OF DAVENPORT

_____

By: Mike Matson, Mayor

Date _____

2015-358

City of Davenport

Action / Date
7/1/2015

JUL - 8 2015

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

Subject:
Motion to renew the facility management contract for the RiverCenter and Adler Theatre to VenuWorks, Inc. of Ames, IA. [Ward 3]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Accountable City Government.

Background:
A Request for Proposals was issued on April 29, 2015 and was sent to 48 management firms. On May 29, 2015 the Purchasing Division received one proposal.

The management and operational services for the RiverCenter convention facility have been handled previously by VenuWorks, Inc. A public process was held to allow other management companies to offer their services to the City. VenuWorks, Inc was the only response to the RFP. Their proposal was evaluated by a team of City staff, community members, and Chamber of Commerce members and was found to be satisfactory.

In large part, the new agreement is very similar to the previous agreement. Below is a summary of the major points:

1. It is a five-year contract with two three-year renewal options.
2. The facility management contract covers both the RiverCenter and the Adler Theatre.
3. The contract includes two fee amounts for VenuWorks. They are further described below:
   a. Base Management Fee – This fee is for the general overhead management of the VenuWorks corporation. The fee for the current last year of their contract is $117,487 for both facilities. That amount has been reduced by 8% to $108,000 for the first year of the new contract. Similar to the old contract, that amount escalates at 3% annually throughout the term of the agreement.
   b. Variable Fee – This fee is the incentive component. Similar to the current contract, VenuWorks will continue to receive 3% of gross revenues. The better the facilities do, the more VenuWorks will receive. The variable fee amount is capped at the amount of the base management fee.
4. A new section has been added stating that VenuWorks will work with the City and DCSD to accommodate the creation and/or use of a classroom for the Creative Arts Academy. It also states that they will provide the students access to areas within the RiverCenter and Adler Theatre when such areas are not being utilized for revenue producing events.
5. VenuWorks remains obligated to provide a budget plan to the City, and ultimate budget authority resides with the City Council.
6. The Right to Termination section of the agreement has been changed in the new contract. The current contract states that the City can terminate for any cause with 180 days notice. The new contract states that the City has this same right after year 3. In order to provide the City the ability to terminate during the first 3 years, the City has has the right to terminate the contract at any time with 90 days notice if VenuWorks failx to achieve 80% of budgeted

revenues or if the company fails to be within 15% of the subsidy amount target for any two consecutive years.

The Management Agreement is attached.

Funding for this service is from account 51801111-520217.

ATTACHMENTS:

	Type	Description
🗋	Exhibit	Management Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2015 - 2:51 PM

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement"), made and entered into as of September 1, 2015, by and between CITY OF DAVENPORT, an Iowa municipality with offices at 226 West Fourth St, Davenport, Iowa 52801 (the "City"), and VENUWORKS OF DAVENPORT, LLC, an Iowa corporation, with offices at 4611 Mortensen Road, Suite 111, Ames, IA 50014 ("VENUWORKS").

WITNESSETH

WHEREAS, the City is the Owner of a place of public gathering known as the RiverCenter/Adler Theatre, featuring a restored performing arts theatre and a convention / exposition center (hereinafter referred to as the "Location"), and

WHEREAS, VENUWORKS is in the business of providing management and operation and marketing services to similar facilities possesses the knowledge and expertise to manage and market the Location; and

WHEREAS, VENUWORKS is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to VENUWORKS by VWI in the completion of VENUWORKS' responsibilities as defined herein, and;

WHEREAS, the City is desirous of having VENUWORKS provide said management, operation and marketing services, and VENUWORKS desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

RETENTION OF VENUWORKS

The City hereby retains VENUWORKS as an independent contractor for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, VENUWORKS agrees to provide management services in accordance with this Agreement, and consistent with policies approved by City. VENUWORKS agrees to use its best efforts to maximize revenues from use of the Location, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Location in accordance with this Agreement. In conducting such services VENUWORKS hereby acknowledges and agrees that it owes a fiduciary obligation to the City. City acknowledges that it will allow VENUWORKS to operate the Location according to sound business practices and industry standards.

The parties to this agreement acknowledge that the City will retain title, ownership and exclusive control of the Location and that VENUWORKS will not acquire title to, any security interest in, or any rights of any kind in or to the Location (or any income, receipts or revenues there from).

ARTICLE 2

COMMENCEMENT DATE AND TERM

This Agreement shall be for a term of five (5) years, commencing on September 1, ~~2006~~ 2015 and ending on August 31, ~~2010~~ 2020, unless earlier terminated as set forth herein. Unless terminated pursuant to Section 8.14 hereof, this Agreement may be renewed for two three-year terms ("Renewal Terms").

ARTICLE 3

MANAGEMENT AGREEMENT

3.1 Provision of Services. During the term and any renewal term of this Agreement, VENUWORKS shall provide the City with the services set forth in this Article 3.

3.2 Grant to VENUWORKS. During the term of this Agreement, the City hereby grants to VENUWORKS the exclusive right to direct the management, marketing, promotions, operations and maintenance of the Location, and, subject to City approval, the exclusive right to sell sponsorship rights and advertising at the Location, subject to the City's right to terminate this Agreement as provided herein.

3.3 VENUWORKS's Responsibilities. For the term of this Agreement, VENUWORKS will serve as a consultant to the City and in connection with the performance of its responsibilities hereunder, shall cooperate with the City and consider the City's recommendations and advice consistent with the terms of this Agreement. VENUWORKS responsibilities will include, though not necessarily be limited to, the obligations set forth below. It is understood and agreed that, as to any obligation set forth below, where VENUWORKS is required to direct or arrange for services or material, VENUWORKS shall employ all persons performing such services or shall contract with a third party for the performance of such services.

3.3.1 Marketing and Promotion. VENUWORKS shall direct all marketing activities which shall be undertaken so as to maximize the use of the Location by all persons, including independent promoters and Affiliates of VENUWORKS so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Location and accessibility for the community to the Location.

T.S. 9/22/2016

BW 11/1/2016

VENUWORKS will conduct a promotional campaign for the Location in accordance with a plan for promotion which shall be prepared and submitted to the City simultaneously with the delivery of the annual budget for the Location. VENUWORKS shall be responsible for ensuring that appropriate programs are booked into the Location and that suitable media coverage is obtained and shall coordinate such efforts with the City. VENUWORKS shall apply the ongoing support services of its senior administrative, marketing and sales corporate staff to work with the Location staff to develop and execute successful marketing, promotional and sales campaigns. Furthermore, VENUWORKS shall include the Location in its industry promotional activities including: advertising in trade journals; trips by corporate staff to solicit entertainment and convention bookings; and sales functions at industry gatherings and conferences. These corporate activities shall be provided as in-kind support of the Location's own promotional, marketing and sales activities.

3.3.2 Scheduling. VENUWORKS shall develop and maintain all schedules for events held at the Location and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Location so as to provide maximum Revenue for the City and accessibility for the community to the Location, including the scheduling of the Quad-City Symphony (Symphony) program events, all as set forth in an agreement between the Symphony and City. VENUWORKS shall use an event rental agreement acceptable in form to the City. The parties understand and agree that VENUWORKS shall be empowered to negotiate rental agreements as the City's agent, subject to the City's reasonable approval, which may deviate from the standard rental rate, when such negotiation is deemed by both parties to be in the best interests of the City.

3.3.3 Operations Plan. The Business Plan referenced in Section 3.6 hereof shall include an annual operations plan, including an Annual Budget, as defined below, which shall be submitted

to the City for approval each year for the following fiscal year. The goals of the Business Plan shall be reflected in the Annual Budget. VENUWORKS will cooperate and will work with the City to ensure that the Operations Plan meets the reasonable requirements and expectations of the City.

3.3.4 Food and Beverage Service. VENUWORKS will have the exclusive right to provide catering, concession and bar services at the Location for the sale, through manual service, vending machines and other methods (collectively, the "Food and Beverage Service"), of the commodities and services set forth in subsections (i) through (iv) hereof (the "Commodities"), subject to the City's prior reasonable approval:

(i) foods of all kinds, including candies, cooked foods, prepared foods, ready to serve foods, sweets, desserts, ice cream and popcorn;

(ii) beverages of all kinds, including alcoholic beverages, to the extent they may legally be sold now, or hereafter may become legally able to be sold, in accordance with applicable laws, ordinances, rules and regulations;

(iii) tee-shirts, programs, souvenirs and other "novelty" items (collectively "Novelties").

3.3.5 Location Maintenance. VENUWORKS shall direct the performance of all minor maintenance of the Location and its facilities, provided, that such responsibilities shall be limited to ordinary and routine maintenance. Any repairs or maintenance which require expenditures in excess of the annual approved budget for maintenance and repair, shall be subject to prior approval and funding by the City.

3.3.6 Custodial and Cleaning Services. VENUWORKS shall provide or cause to be provided all routine cleaning and janitorial services at the Location.

3.3.7 Pest Control. VENUWORKS shall direct all necessary pest control services, whether performed by VENUWORKS or a pest control service engaged by VENUWORKS.

3.3.8 Snow Removal. VENUWORKS shall direct all snow removal services on the pathways and sidewalks adjacent to the Location.

3.3.9 Trash Removal. VENUWORKS shall direct removal of all trash from the Location and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Location adjacent to the kitchen area, except in designated trash containers, the location of which shall be approved by the City.

3.3.10 Operational Services. VENUWORKS shall direct all services required to stage (set up and tear down) the Location for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. VENUWORKS shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Location, including but not limited to, ticket taking, program distributions and assistance to patrons generally, including but not limited to those physically disabled.

3.3.11 Ticket Sales. VENUWORKS shall have exclusive rights to direct all aspects of ticket sales for events and activities including computerized tickets, at the Location. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Location, cash and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within ten days after each event is held. Ticket suppliers shall be selected by VENUWORKS, subject to the reasonable approval of the City. All discounts, rebates and other benefits accruing to the Location from the sale of tickets through the Location's contract with a ticketing vendor shall be for the benefit of the Location.

3.3.12 Security. VENUWORKS shall arrange for proper security for events at the Location and for general security when events are not in progress. Such security may be provided

by VENUWORKS or by contract, in its discretion. VENUWORKS shall report annually its plan for exterior crowd management and traffic control with the City.

3.3.13 Licenses and Permits. VENUWORKS shall obtain and maintain all licenses and permits necessary for management and operation of the Location, subject to any City ordinances or procedures for the granting of such licenses and permits.

3.3.14 Revenues; Bank Accounts and Payment of Operating Expenses. VENUWORKS shall be responsible for the collection of all Revenues and payment of Operating Expenses, as defined in Exhibit A, including payment and remittance of applicable sales taxes. As used herein, "Revenue" is defined as the total amount received by VENUWORKS or any other person or entity operating on VENUWORKS's behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Location, including without limitation, transactions for cash, credit and credit card sales, less applicable taxes. VENUWORKS, together with the City, shall maintain commercial bank accounts in the City of Davenport, Iowa, under the federal identification number of the City, which shall be for the exclusive use of (i) Revenues from the sale of tickets to events at the Location (the "Box Office Account"), and (ii) all other receipts and disbursements related to this Agreement (the "Operating Account"). Revenues from the sale of tickets to events at the Location shall be deposited by VENUWORKS in the Box Office Account. After payment from such ticket sales Revenues of all event-related expenses, and within twenty-four hours after the end of the event, VENUWORKS shall transfer the remaining event ticket sales Revenues to the City of Davenport Operating Account.

All other Revenues generated by use of the Location and collected by VENUWORKS shall be deposited in the Operating Account. VENUWORKS is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due the performer or promoter as per

contracts with them, and to pay budgeted Operating Expenses, with the City, from the Operating Account through the City of Davenport's AP system. The City shall be authorized at any time, to obtain information and records from the bank concerning such accounts and to inspect the same. It shall be an Event of Default, as defined below, entitling the City to terminate this Agreement, if VENUWORKS withdraws any money from the Operating Account or the Box Office Account except in accordance with this Agreement. Interest accrued in these accounts shall be revenue to the location and belong to the City.

3.3.15 Staffing. VENUWORKS shall employ an Executive Director for the Location, subject to City approval. Wages, benefits and expenses of Executive Director will be an operating expense of the Location. VENUWORKS shall be responsible for supervision and direction of all personnel staffing at the Location. All Location staff will be in the employment of VENUWORKS. All employee expenses will be considered operating expenses of the Location.

3.3.16 Food and Beverage Supervision. VENUWORKS shall be responsible for overseeing and coordinating the activities of merchandizing contractors authorized to operate at the Location, most of which will be in the Location to sell souvenirs at concerts and performance attractions.

3.3.17 Additional Duties. VENUWORKS shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably requested by the City, together with such other services consistent herewith as the City may reasonably require.

3.3.18 Use of City Equipment. VENUWORKS will use City equipment at the location in performance of its obligations hereunder, in accordance with conditions set forward by the City. From time to time, the City and VENUWORKS may conduct an inventory of location equipment to be used by VENUWORKS in the management of the Location.

3.4 Written Powers Reserved to the City. The City shall have right of prior written approval in

connection with the following:

(a) The Annual Budget and Business Plan

(b) Proposed naming rights sponsorship

(c) VenuWorks' proposed candidate for the Executive Director position

3.5 Relationship of Parties. VENUWORKS is a contractor of the City and shall not be deemed to be an employee, agent, joint venture participant, or partner of the City. The authority of VENUWORKS shall be limited to those matters which are specifically addressed in this Agreement.

3.6 Business Plan. Each year, VENUWORKS shall submit to the City a complete business plan (the "Business Plan") to be followed by VENUWORKS. The Business Plan shall be a marketing plan and a projection of Revenues and Operating Expenses for the following year, and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. The Business Plan shall in no way become a performance obligation for either the City or VENUWORKS but serve as a management blueprint to monitor VENUWORKS's performance.

3.7 Creative Arts Academy. VENUEWORKS will work with the City and Davenport School District to accommodate the creation and/or use of a classroom for the Creative Arts Academy. Such locations may include the vacant storefront space on 3rd Street, in front of the Adler Theatre, or other suitable locations at the Location. VENUWORKS also agrees to work collaboratively with City and the Davenport School District in providing the Creative Arts Academy access to areas within the Location (such as the Adler Theatre stage or Great Hall) when such areas are not being utilized for Revenue producing events.

ARTICLE 4

ANNUAL BUDGET AND QUARTERLY BUDGET

4.1 Delivery of Budget. On a date mutually agreed to each year during the term and any renewal term of this Agreement thereafter, VENUWORKS shall submit to the City a proposed annual operating budget for the ensuing year, listing all projected Revenues and Operating Expenses by category, broken down by month, with explanations and assumptions for each Revenue and Operating Expense line item. The proposed annual budget shall include a proposed rent structure for events proposed to take place in the Location for the ensuing fiscal year, broken down, if necessary, by types of events to be held at the Location.

4.2 Review of Budget. The proposed annual budget shall be reviewed by the City in accordance with the City's budget development schedule. Upon approval by the City, which approval shall be granted or refused in the City's sole discretion, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the fiscal year. It is understood and agreed that if the City objects to the proposed annual budget or any part thereof, VENUWORKS shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith. To the extent a proposed annual budget has not been adopted by the City as the annual budget by the first day of any fiscal year, those portions of the proposed annual budget to which the City did not object shall be deemed to be the Annual Budget, and the previous year's Annual Budget shall be deemed to be the Annual Budget as to those portions of the proposed annual budget to which the City did object until the entire proposed annual budget has been accepted by the City.

4.3 Revision of Annual Budget. VENUWORKS and the City may revise the Annual Budget at any time by mutual written agreement.

4.4 Certified Statements. VENUWORKS shall deliver to the City, within twenty (20) days after the end of each calendar month and within forty-five (45) days after the end of each fiscal year, a true and correct statement, certified as true and correct by an officer of VENUWORKS, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by the City. VENUWORKS shall provide an accounting of each event held at the Location in said monthly reports for the preceding calendar month.

ARTICLE 5

THE MANAGEMENT FEE; ADDITIONAL FEES

5.1 Base Management Fee. City will pay VENUWORKS a base management fee of $9000 per month in year one of the Agreement. In subsequent years, the base fee amount shall be increased by 3% per year. Payments for Base Management Fees will be due to VENUWORKS by the 15th day of the month for which the management fee is earned.

5.2 Variable Management Fee: City shall pay to VENUWORKS a Variable Management Fee, over and above the Base Management Fee, equal to three percent (3%) of gross revenues realized by the Location as presented in the Business Plan submitted by VENUWORKS for the Location. The Variable Management Fee may not exceed the Base Management Fee in any given year. In the event that the calculated Variable Management Fee for any fiscal year should yield an amount in excess of the Base Management Fee for that year, then the excess amount, that is the calculated amount, minus the Base Management Fee, shall be deposited into a marketing fund to benefit the programming of the Location. The Variable Management Fee will be due to VENUWORKS by the 15th day of the month following the month in which the revenues were accrued.

ARTICLE 6

PAYMENT OF MANAGEMENT FEES,
ADDITIONAL FEES AND OPERATING EXPENSES

6.0 Management Fees VENUWORKS will invoice City on the first day of each month for that calendar month, and City will pay VENUWORKS within fifteen (15) days all management fees payable with respect to the current calendar month.

6.1 Deposit of Funds. On the first business day of each month during the term and any renewal term of this Agreement, the City will deposit the following sums into the Operating Account:

(a) an amount equal to the estimated deficit, if any, as defined below, for such month as set forth in the Annual Budget; and

(b) the Base Management Fee and Variable Management Fee, if any, payable with respect to the current calendar month.

6.2 Withdrawal of Funds. From the Operating Account, VENUWORKS will withdraw its Base Management Fee and Variable Management Fee on the fifteenth day of each month for the current month and shall pay the Operating Expenses as they are incurred in the ordinary course of business.

6.3 Insufficient Funds. In the event that VENUWORKS Operating Account is insufficient to cover the Operating Expenses plus the Base Management Fee and Variable Management Fees, if any, due and payable during a month (the "Monthly Deficiency"), then the Monthly Deficiency shall be paid by the City into the Operating Account not later than ten (10) working days after the City's receipt of the Monthly Statement. If the amounts deposited by the City in the Operating Account exceeded the amounts required to pay the Operating Expenses plus the Base Management Fee and the Variable Management Fee, if any, in any month, such positive balance shall be credited against the City's obligation to make future deposits into Operating Account.

6.4 Monthly Meetings. Representatives of VENUWORKS's on-site management and the City

shall meet each month to review revenues and operating expenses for the prior calendar month.

ARTICLE 7

CONCESSIONS AND CATERING

7.1 Operations. VENUWORKS shall cause the Concessions and Catering to be operated and conducted so that all persons who patronize the Location shall always be promptly and satisfactorily served. All foods and beverages sold shall be of the highest standard of quality and purity for the type of food or beverage provided, shall be stored and handled at all times consistent with excellent standards of sanitation, preservation and purity, shall always be well prepared and satisfactorily served and shall always conform to the requirements of all applicable federal, state and municipal laws, statutes, ordinances and regulations. Unless disclosed in accordance with applicable law, no imitation, adulterated or misbranded commodities shall be stored, displayed or sold by VENUWORKS or any concessionaire. The quality, quantity, price and brands of all items of food, liquor, beer and other items to be sold shall be determined by VENUWORKS consistent with the standard of operation required by Section 8.3 hereof.

7.2 Timing of Operations. The City and VENUWORKS acknowledge that it is not always feasible to operate all the Concessions on a daily basis. Periodically, the City and VENUWORKS will confer in an effort to agree upon the nature and scope of operation which is consistent with their respective interests. VENUWORKS will provide reasonable and adequate service consistent with the activities at the Location for each event.

7.3 Additional Capital Improvements; Equipment. From time to time, it may be desirable to consider additional capital improvements and the purchase of additional equipment for the location. At any time VENUWORKS or the City may request a meeting to confer to consider the advisability of any additional capital improvements and additional equipment.

7.4 Equipment Maintenance. VENUWORKS shall maintain and repair all equipment necessary

for the proper operation of the Location, in accordance with the Annual Budget and all manufacturers' warranties and preventive maintenance requirements, and the cost thereof shall be an Operating Expense.

7.5 Ordinary Maintenance. VENUWORKS will be responsible for the ordinary housekeeping and cleaning of the Location and all equipment.

ARTICLE 8

GENERAL TERMS AND CONDITIONS

8.1 Representation of the City. The City hereby represents and warrants to VENUWORKS, as an inducement to VENUWORKS entering into this Agreement, that it is the City's intent that the Location will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices.

8.2 Representation of VENUWORKS. VENUWORKS hereby represents and warrants to City on its own behalf and on behalf of its shareholders, officers, directors and employees, that VENUWORKS is fully capable of providing services as outlined in this Agreement.

8.3 Standard of Operation. VENUWORKS represents and warrants to the City that it shall maintain an efficient and high quality operation at the Location comparable to other similar locations and containing facilities similar to those of the Location.

8.4 Accounting Records, Reports and Practices.

8.4.1 Maintain Records. VENUWORKS shall maintain accounting records relating to the Location using accounting practices in accordance with generally accepted accounting principles consistently applied.

8.4.2 Internal Financial Controls. VENUWORKS shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to the City.

8.4.3 City Access. The City shall have unlimited access to all accounting records and supporting documentation of VENUWORKS relating to the Location during the term and any renewal terms of this Agreement and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

8.5 Default, Right to Cure, Consent to Jurisdiction and Waiver of Jury Trial.

8.5.1 Event of Default. It shall be an event of default ("Event of Default") hereunder if either party hereto:

(i) fails to pay or deposit sums due by one party to the other within seven (7) days after written notice by the other of such failure, or

(ii) fails to perform or comply with any other obligation of such party hereunder within thirty (30) days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured within thirty (30) days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten (10) days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety (90) days after the effective date of notice.

8.5.2 Alternative Dispute Resolution. The parties agree that it is in their best interests to resolve any disputes or defaults, and, accordingly, agree, that prior to the exercise of any remedy granted hereunder, at law or in equity, upon an Event of Default, the parties may, in good faith, consider alternative dispute resolution procedures, including, without limitation, arbitration and mediation. The party who wishes to exercise its remedies shall notify the other party thereof, which notice shall specify the alternative dispute resolution mechanism that the exercising party wishes to employ (the "Exercise Notice"). The parties shall attempt in good faith to resolve the default by the alternative dispute resolution mechanism to which they agree, (including, without limitation the binding nature of any such alternative dispute resolution proceeding); provided however that if no such resolution has been achieved within ninety (90) days after the effective date of the Exercise

Notice, the exercising party may proceed to exercise its other remedies, including without limitation, termination of this Agreement.

8.6 Jurisdiction. The parties and each of them hereby irrevocably submits to the jurisdiction of any Iowa state court or the federal district court for the District of Iowa over any action or proceeding arising out of or relating to this Agreement any other document evidencing the transaction contemplated by this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Iowa state or federal court. The parties hereby irrevocably waive, to the fullest extent such party may effectively do so, the defense of any inconvenient forum to the maintenance of such action or proceeding and agree that any such action or proceeding shall be venued in Scott County, Iowa. The parties agree that a judgment final by appeal or expiration of time to appeal without an appeal being taken in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. The specific remedies to which the parties may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress at law or in equity to which such party may be lawfully entitled in case of breach of this Agreement.

8.8 Insurance.

8.8.1 Employment Matters. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. VENUWORKS shall indemnify and hold harmless the City from all costs, expenses, claims or damages resulting from any failure of VENUWORKS to comply with this Section 8.8.

8.8.2 Liability Insurance. VENUWORKS shall maintain insurance against any use or occupancy by VENUWORKS of the Location, or the operations of VENUWORKS at the Location (which operations shall include, without limitation, concessionaire uses, subletting and contract with independent contractors) and shall name the City, its officers, directors, elected officials, employees and affiliates as additional insureds thereon. The amounts of such coverages shall be as follows:

(a) General Liability $2,000,000 per occurrence;
(a-1.) Liquor Liability $2,000,000 per occurrence, separate limits;
(a-2.) Automobile Liability $2,000,000 per occurrence, separate limits;

(b) For Products-Completed Operations Aggregate: $2,000,000;

(c) For Personal and Advertising Injury: $1,000,000 per Occurrence.

8.8.3 Property Insurance: The City will obtain all Risk Property Insurance and/or Boiler & Machinery Insurance and, the cost of this insurance will be an Operating Expense.

8.8.4 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

8.8.5 VENUWORKS Property: VENUWORKS shall be entirely responsible for maintaining, at its sole expense, such insurance coverage as it determines to be appropriate to protecting its own property interests.

8.8.6 Releases: Each party hereby releases the other party, its officials, directors, officers, employees, agents and others acting on the other party's behalf (hereinafter referred

to collectively as the "released parties"), from all claims, and all liability or responsibility to the releasing party, and to anyone claiming through or under the releasing party, by way of subrogation or otherwise, for any loss of or damage to the releasing party's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of one or more of the released parties.

Notwithstanding the foregoing, the release from liability and waiver of subrogation provided for herein shall: (a) only be effective to the extent that the loss or damage to the releasing party's business or property is actually covered by insurance; (b) not apply to the extent of any deductible (or deductibles) applying under such insurance; and (3) only apply if such insurance includes the right to effect the full release and waiver contemplated by this provision without jeopardizing the rights of the releasing party to recover under such insurance.

8.8.7 Crime Insurance. During the term of this Agreement VENUWORKS shall maintain Crime Insurance, with an insurer acceptable to City (such acceptance by City not to be unreasonably withheld or delayed), providing at least the following coverages in at least the amounts set forth below for each coverage:

(a) Employee Dishonesty - $500,000;

(b) Depositor's Forgery - $500,000;

(c) Money & Securities - $500,000 (each, "Inside" and "Outside")

(d) Computer Theft - $500,000;

(e) Wire Transfer Fraud - $500,000;

It is provided, however, that if such coverages are provided on a "blanket" limit basis, a blanket limit of $500,000 shall be considered to be sufficient to comply with this provision. The policy shall include an endorsement providing that any "employee" of VENUWORKS shall be deemed to also be an "employee" of City for purposes of the coverage afforded under the Employee Dishonesty coverage part.

City shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply only to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by VENUWORKS or City under any other similar agreements or otherwise.

8.8.8 Insurance Cost. The cost of providing insurance hereunder shall be an Operating Expense.

8.8.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

8.8.10 Tort Liability Limit. Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall name City as an additional insured.

8.9 Indemnity. VENUWORKS agrees to indemnify, hold harmless, protect, and defend the City, its agents, representatives and any Affiliated or related entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred as a result of or due to the breach of contract, negligence or willful misconduct of VENUWORKS, its agents, consultants, subcontractors, employees or representatives, or a breach of VENUWORKS's representation set forth in Section 8.2 hereof to the extent that such claim, loss, liability, damage, cost or

expense is alleged to have been caused by VENUWORKS its agents, consultants, subcontractors, employees or representatives. VENUWORKS hereby waives any claims it may, now or in the future, have against City which claims are or should have been covered by the insurance specified in this Agreement

8.10 Damage to and Destruction of the Location. If all or part of the Location is rendered untenable by damage from fire and other casualty which, in the reasonable opinion of the City,

(a) can be substantially repaired under applicable laws and governmental regulations within 365 days from the date of such casualty (employing normal construction methods without overtime or other premium), the City shall forthwith at its own expense repair such damage other than damage to improvements, furniture, chattels or trade fixtures which do not belong to the City. During the period during which the Location or any part thereof remains untenantable until such time as the Location resumes full operation, (i) the Management Fee shall be reduced to $5000 per month, and VENUWORKS and the City shall jointly decide on an operating budget for the duration of the repair period and shall jointly determine whether to retain personnel during the repair period, and (ii) subject to applicable law, the term and any renewal term of this Agreement shall be extended by the amount of time in which the Location is closed to the general public due to said damage; or

(b) cannot be substantially repaired under applicable laws and governmental regulations within 365 days from the date of such casualty (employing normal construction methods without overtime or other premium), then the City shall notify VENUWORKS thereof. In such case, either the City or VENUWORKS may elect to terminate this Agreement as of the date of such casualty by written notice delivered to the other not more than 60 days after receipt by VENUWORKS of City's notice concerning the reconstruction, and such termination shall be effective as of the date of notice thereof. If such notice of termination is not delivered within such thirty day period, (i) the City shall forthwith repair such damage other

than damage to improvements, furniture, chattels or trade fixtures which do not belong to the City, and (ii) the term of this Agreement shall be extended by the amount of time in which the Location is closed for repairs, and (iii) the parties' right to terminate this Agreement pursuant to this subparagraph (b) shall be deemed waived and of no further force or effect. If neither party terminates this Agreement as provided in this subparagraph (b), the Management Fee shall be reduced to $5000 per month, and VENUWORKS and the City shall jointly decide on an operating budget for the duration of the repair period and shall jointly determine whether to retain personnel during the repair period. No Contract Year in which all or part of the Location is rendered untenantable by damage from fire or other casualty shall be deemed a Contract Year pursuant to which the parties can exercise their termination rights pursuant to Section 8.14 hereof.

8.11 Employees.

8.11.1 Employees of VENUWORKS. All persons engaged at the Location in operating any of the services hereunder shall be the sole and exclusive employees of VENUWORKS and shall be paid by VENUWORKS, except for those individuals employed or utilized by subcontractors of VENUWORKS, as provided for in this Agreement but in no event deemed an employee of the City. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, reemployment insurance, worker's compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save the City harmless from any responsibility therefore. VENUWORKS shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-

discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by the City for a violation of this paragraph, in addition to the penalty provisions which may be invoked by the City pursuant to the above cited statutes and ordinances.

8.11.2 Employees in VENUWORKS Employment. All costs of employment of Location employees incurred by VENUWORKS shall be operating expenses of the Location. VENUWORKS will use its best efforts to continue to provide VENUWORKS workers at the Location with wage and benefit packages comparable to those experienced by Location workers in comparable employment in the Quad Cities.

8.11.3 Employee Standards. VENUWORKS will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with VENUWORKS' corporate policy and applicable federal, state or local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and VENUWORKS shall defend, indemnify and save the City harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from the City.

8.12 Availability of Location. VENUWORKS agrees that, except as a result of full or partial destruction of the Location, the Location will be made available for all events scheduled therein and VENUWORKS agrees to defend, indemnify and save the City harmless from and against any and all claims, causes of action, expenses (including attorneys' fees) losses, costs and damages arising from the failure of the Location to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of VENUWORKS, its agents, servants,

employees or contractors of any tier, and in such case, VENUWORKS shall pay to the City the estimated Revenues, less Operating Expenses, for such event within five (5) days after the event was to have taken place.

8.13 No Payment by City. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, the City shall not be obligated to reimburse VENUWORKS as Operating Expenses or otherwise for costs and expenses (including attorneys, fees) for litigation which is covered by VENUWORKS's defense and indemnification obligations set forth in this agreement.

8.14 Right of Termination. City may terminate this Agreement with ninety (90) days' notice if any of the following conditions come to exist:,

1. If, during any two consecutive fiscal years the Location, under VENUWORKS management, fails to achieve a minimum of eighty percent (80%) of the budgeted revenues as set forth in the City approved annual budget for the years in question.
2. If the Location experiences a budgetary shortfall under VENUWORKS management resulting in the need for an operating subsidy from the City that is fifteen percent 15% greater than the approved budgeted subsidy amount for those fiscal years,
3. If VENUWORKS is in default, as described in Section 8.5.1 of this Agreement, and fails to cure in a timely manner as required.

Notwithstanding anything herein contained to the contrary, City may terminate this Agreement on the third anniversary of the date on which the Agreement went into effect, by providing written notice to VENUWORKS as least one hundred eighty (180) days prior to the date of termination.

8.15 Compliance with Laws. VENUWORKS will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the Location. VENUWORKS' failure to comply with such ordinances, statutes, rules and regulations relating to the Location shall be an

Event of Default under this Agreement and shall entitle the City to terminate this Agreement pursuant to the provisions of Section 8.5 hereof. VENUWORKS agrees that it shall not be entitled to claim litigation costs (including attorneys' fees) as Operating Expenses pursuant to Subparagraph (1) of Exhibit C with regard to its rules and obligation to comply with ordinances, statutes, regulations as set forth herein.

8.16 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

8.17 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

8.18 Choice of Law. The laws of the State of Iowa shall govern the rights and obligations of the parties under this Agreement.

8.19 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

8.20 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight air courier, fees prepaid, to VENUWORKS or City at the following addresses:

If to City:

Attention:
Finance Director
City of Davenport
226 West Fourth St.
Davenport, Iowa, 52801

If to VENUWORKS:

VENUWORKS of Davenport, LLC
4611 Mortensen Road, Suite 111
Ames, IA 50014

Either party may designate an additional or another representative or address for notices upon giving notice

to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

8.21 Representatives. The City's representative to VENUWORKS in connection with Location operations shall be the City Administrator, or his designee, and the VENUWORKS representative shall be VENUWORKS's on-site Executive Director at the Location.

8.22 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Location, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

8.23 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Location or the services described in this Agreement, VENUWORKS shall not be deemed to be in default or to have breached any part of this Agreement.

8.24 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Exhibits hereby integrated hereto are:

- Exhibit A: Operating Expenses
- Exhibit B: The Request for Proposals Issued by the City for the management of the RiverCenter and Adler Theatre dated April 29, 2015.
- Exhibit C: VENUWORKS Proposal for Management, dated May 29, 2015.

If the terms of this Agreement and any exhibit are inconsistent, the terms of the Agreement shall control.

8.25 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

EXHIBIT A

Operating Expenses

The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget:

(a) on-the-job payroll cost, including wages paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave and other compensation and benefits; cost of training; payroll processing costs:

(b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VENUWORKS is a party, or under any state or federal law or any regulations promulgated there under;

(c) cost of medical and security examination for employees on the on-the-job payroll;

(d) cost of purchasing, renting, maintaining and cleaning uniforms;

(e) cost of equipment, materials and supplies, including the cost of installation thereof;

(f) cost of insurance, permits, licenses and fees;

(g) cost of property, business, privilege, sales and all taxes other than taxes based on net income, provided that any penalties or fines for failure to collect and remit sales taxes shall not be an Operating Expenses but shall be borne by VENUWORKS;

(h) cost of marketing, promotions and advertising; cost of travel from Davenport on behalf of location;

(i) cost of necessary outside professional services, upon City's prior written approval;

(j) cost of food Commodities;

(k) cost of utilities;

(l) litigation expenses or other costs (including attorneys' fees) incurred by VENUWORKS in

connection with any proceeding; provided however that the City shall not be obligated to pay any such fees or costs (including attorneys' fees) (i) unless prior to incurring any legal expense (including attorneys' fees), VENUWORKS shall consult with the City and the City and VENUWORKS shall jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against VENUWORKS or the City (concerning the Location) or to be made by VENUWORKS or the City (concerning the Location); and (ii) to the extent a court of competent jurisdiction (after all appeals have been made or the time to make an appeal has run, the determination of whether to make such appeal to be jointly made by VENUWORKS and the City (including payment obligations thereof)) determines that VENUWORKS or any person for whom VENUWORKS was responsible in law failed to comply with federal, state and local statutes and ordinances affecting the Location, was negligent or engaged in willful misconduct, the cost of settling the claim (including litigation costs and attorneys' fees) shall not be an Operating Expense, but shall be borne by VENUWORKS in its entirety, and VENUWORKS shall repay the City any amount expended by the City with regard to such proceeding (including attorneys' fees) within thirty (30) days after demand therefore. Notwithstanding the foregoing, it is understood and agreed that with regard to subparagraph (ii) above, VENUWORKS shall only be liable to pay the City that portion of the City's costs incurred in connection with the action (including attorneys' fees) representing VENUWORKS' percentage of negligence or willful misconduct. For example, if in a proceeding, the City or a third party is determined. to be twenty percent negligent and VENUWORKS is determined to be eighty percent negligent, VENUWORKS shall only be obligated to pay eighty percent of the legal costs of the City (including attorneys' fees) in such action. To the extent VENUWORKS and/or the City is/are determined to be liable to a third party, for legal costs in any action (including attorneys' fees) by virtue of a determination of the court to that effect, VENUWORKS and the City shall pay such costs (including attorneys' fees), subject, in all cases to state statue in proportion to their determined liability as set forth in this subparagraph (l), and as to VENUWORKS, such costs (including attorneys' fees) shall not be deemed Operating Expenses hereunder.

(m) cost of installation of additional equipment and replacements thereof; cost of replacements of pots,

pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;

(n) costs relating to VENUWORKS corporate staff travel, lodging, and supply costs incurred in connection with servicing the City's needs at the Location.

(o) cost of ordinary maintenance and repair of the Location and the equipment, Additional Equipment and replacements thereof;

(p) cost of ordinary housekeeping of the Location;

(q) all other expenses not specifically set forth in this Exhibit but not including the cost of home office overhead relating to the services provided by VENUWORKS hereunder, subject to the City's prior written approval of any such expense, which approval shall not be unreasonably withheld or denied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF DAVENPORT, an Iowa Municipality

By:
Its: Mayor

VENUWORKS OF DAVENPORT, LLC

By:
Its:

Attest: 7/8/15, Deputy City Clerk

#2015-358

RiverCenter/Adler Theatre
Management Agreement
Addendum Number One

This MANAGEMENT AGREEMENT ("Agreement"), is made and entered into as of September 1, 2020, by and between THE CITY OF DAVENPORT, an Iowa municipality with offices at 226 West Fourth St, Davenport, Iowa, 52801 (**CITY**), and VENUWORKS OF DAVENPORT, LLC, an Iowa limited liability corporation, with offices at 4611 Mortensen Road, Suite 111, Ames, Iowa, 50014 ("**VENUWORKS**"). Both Parties may be referred to individually as "Party" and jointly as "Parties".

RECITALS

WHEREAS, the **CITY** is the Owner of a place of public gathering known as the RiverCenter/Adler Theatre, featuring a restored performing arts theatre and a convention/exposition center (hereinafter referred to as the "Location"); and,

WHEREAS, the **CITY** is party to a Management Agreement for the Location with **VENUWORKS**, dated September 1, 2015, ("the Agreement"); and

WHEREAS, **VENUWORKS** is in the business of providing management, operations and marketing services to similar facilities and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, **VENUWORKS** is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to **VENUWORKS** by VWI in the completion of **VENUWORKS'** responsibilities as defined in the Agreement; and

WHEREAS, both Parties desire to renew The Agreement, in accordance with Article 2 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

The Term of the Agreement as stated in **ARTICLE 2** of the Agreement shall be extended for a period of three (3) years, beginning September 1, 2020, and ending August 31, 2023, unless earlier terminated as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original, and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

VENUWORKS, INC.

By: Steven L. Peters, President

Date Mar 20, 2020

CITY OF DAVENPORT

By: Mike Matson, Mayor

Date 19 MAR 20

City of Davenport

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

Action / Date
6/15/2022

Subject:
Motion for suspension of the rules to vote on the following item.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/14/2022 - 11:18 AM

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **6/15/2022**

Subject:
Resolution providing preliminary approval for economic development assistance through tax increment financing to Fair Oaks Farms, LLC doing business as Fair Oaks Foods for the construction of a state-of-the-art food production facility located at 2951 Enterprise Way. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
Fair Oaks Farms, LLC, doing business as Fair Oaks Foods, is planning to construct a state-of-the-art food production facility at 2951 Enterprise Way in Davenport, Iowa pending state and local project approvals. The $134 million investment includes a 150,000 square foot facility in the Eastern Iowa Industrial Center. The project will create 247 full-time positions with an average wage of $23.95 per hour. All positions are supported with a benefits package.

Fair Oaks Foods is headquartered in Pleasant Prairie, Wisconsin and is a family-owned meat processing company and the 11th largest Black-owned business in the United States. Founded in 1985, Fair Oaks Foods produces and supplies a variety of protein products including bacon, meatballs, pork and turkey sausage. The Davenport facility will be an expansion of the company's current capabilities and produce fully cooked bacon.

Fair Oaks Foods is also seeking financial assistance from the State of Iowa's High Quality Jobs program and training funds from Eastern Iowa Community College. In return for the creation of 247 jobs the City of Davenport will be offering a 60% tax increment financing (TIF) rebate over a fifteen-year period, minus $1.1 million for the upfront cost of an on-site pretreatment facility.

Adoption of this Resolution documents the following items:

1. City Council's preliminary approval of City participation in the project in support of the company's application to the Iowa Economic Development Authority for financial assistance, and serves as the proposed source for the required local match.
2. Authorizes the Mayor to sign documents as related to the project.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Site Map

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/14/2022 - 11:15 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION providing preliminary approval for economic development assistance through tax increment financing to Fair Oaks Farms, LLC doing business as Fair Oaks Foods for the construction of a state-of-the-art food production facility located at 2951 Enterprise Way.

WHEREAS, the project involves the creation of 247 full-time positions paying an average wage of $23.95 per hour; and

WHEREAS, the proposed project will add benefits to the tax base and meets the established policy for using tax increment financing to assist in primary businesses; and

WHEREAS, tax increment financing, together with the other economic development programs of the City, have been used to increase assistance for projects which otherwise would not occur.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa hereby provides preliminary approval to Fair Oaks Farms, LLC doing business as Fair Oaks Foods through tax increment financing and authorizes the Mayor to sign all related documents.

Passed and approved this 15th day of June, 2022.

Approved:

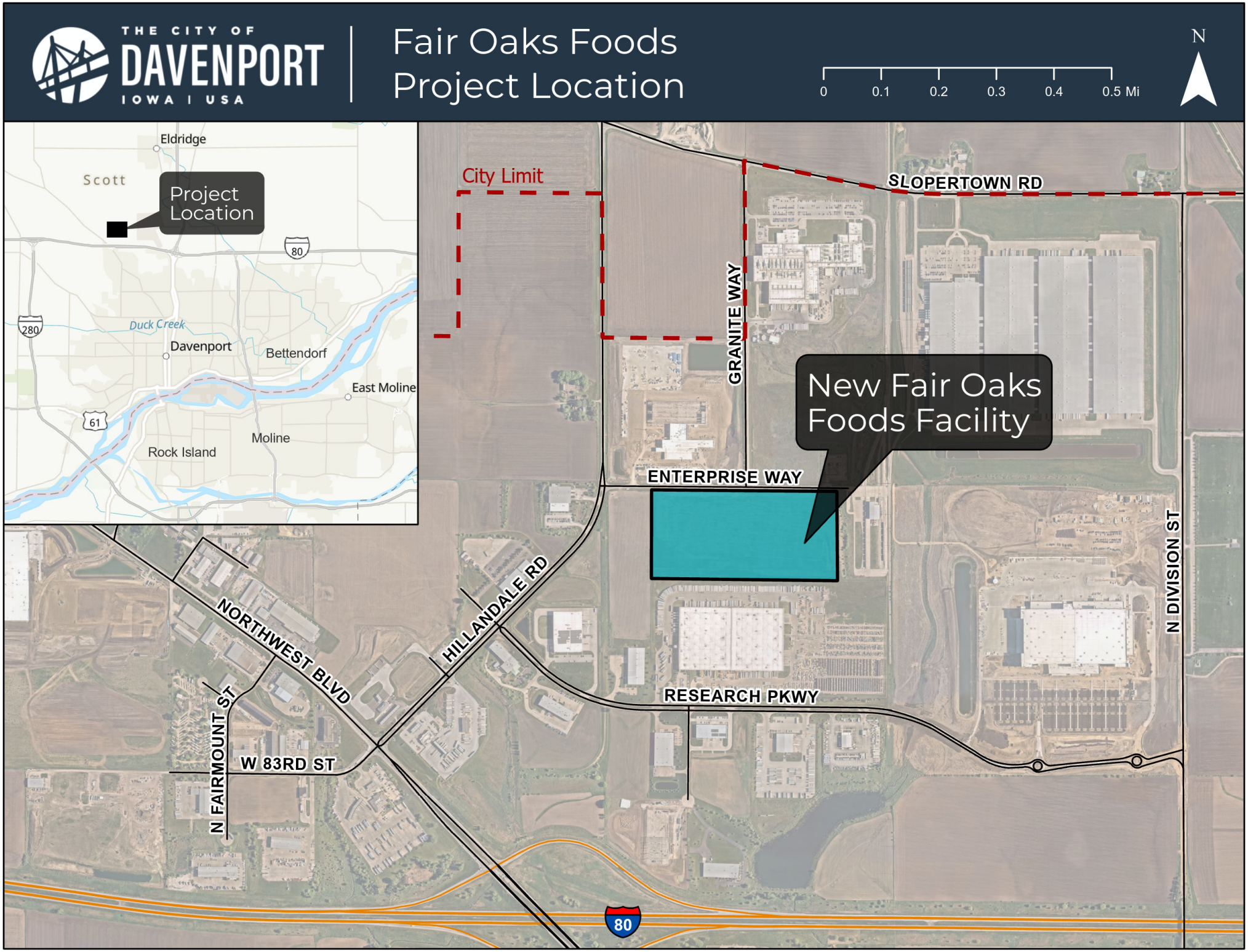
_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk


THE CITY OF DAVENPORT
IOWA | USA
Fair Oaks Foods Project Location
0 0.1 0.2 0.3 0.4 0.5 Mi
N
Eldridge
Scott
Project Location
80
280
Duck Creek
Davenport
Bettendorf
East Moline
61
Moline
Rock Island
City Limit
SLOPERTOWN RD
GRANITE WAY
New Fair Oaks Foods Facility
ENTERPRISE WAY
N DIVISION ST
NORTHWEST BLVD
HILLANDALE RD
RESEARCH PKWY
W 83RD ST
N FAIRMOUNT ST
80