COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, April 19, 2023; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Public Works

1. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Village of East Davenport Lighting project, CIP #60037. [Ward 5]

B. Finance

1. Public Hearing on the issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024. [All Wards]

VII. Proclamations

A. National Library Week | April 23 - 29, 2023

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Second Consideration: Ordinance for Case REZ23-01 being the request of Midwest Fidelity Partners LLC to rezone 1930 and 1934 North Division Street and 1711 West Pleasant Street from R-4C Single-Family and Two-Family Central Residential District to C-2 Corridor Commercial District. [Ward 4]

2. Second Consideration: Ordinance for Case ROW23-01 being the request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of North Division Street between West Pleasant Street and Hickory Grove Road. [Ward 4]

3. Resolution of support for Case ANX23-01 for the annexation of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road to

the City of Davenport, Iowa (RIVALDD Farms, Inc, Petitioner). [Adjacent to Ward 8]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Maria Dickmann, Vice Chair

III. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule I Snow Routes of Chapter 10.96 entitled "Schedules" by deleting various streets throughout the city therefrom. [Wards 1, 3, & 8]

2. Resolution approving a street closure request for the listed dates and times to hold an outdoor event.

   Top Notch Productions, Inc; Riverfront Pops 2023; LeClaire Park; 8:00 a.m. Friday, August 25, 2023 – 12:00 p.m. Sunday, August 27, 2023; **Closures:** Ripley and Harrison Streets south of River Drive. [Ward 3]

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

   Mississippi Valley Blues Society; Rock 'n' River Rally; LeClaire Park; Saturday, June 24, 2023 11:00 a.m. - 9:30 p.m.; Outdoor music/bands, over 50 dBA. [Ward 3]

   Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 12:00 p.m. - 11:30 p.m. Friday, July 28, 2023; Outdoor music/bands, over 50 dBA. [Ward 5]

   Top-Notch Productions, Inc; Riverfront Pops 2023; LeClaire Park; Saturday, August 26, 2023 8:00 a.m. - 4:00 p.m. (rehearsals) and 7:30 p.m. - 10:30 p.m. (event); Outdoor music, over 50 dBA. [Ward 3]

4. Motion approving beer and liquor license applications.

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

   Ward 3

   Dam Tacos (Dam Tacos, LLC) – 418 East 2nd Street – New License – License Type: Class C Liquor (On-Premises)

   German American Heritage Center (German American Heritage Center) - 712 West 2nd Street Parking Lot - Outdoor Event June 13 - License Type: Special Class C Beer/Wine (On-Premises)

   German American Heritage Center (German American Heritage Center) - 712 West 2nd Street - Premises Update for Entire Building - License Type: Special Class C Beer/Wine (On-Premises)

Newman's Nightclub & Lounge (Newman's Arcade & Amusement, LLC) – 822 West 2nd Street - New License – License Type: Class C Liquor (On-Premises)

Ward 5

Rudy's Tacos (LaRosa, S.A., Inc) – 2214 East 11th Street – Temporary Outdoor Area May 6 – License Type: Class C Liquor (On-Premises)

Ward 6

The Gypsy Highway Bar and Grill (The Gypsy High Corp) - 5320 Corporate Park Drive - Outdoor Event May 17, June 21, July 19, August 16 - License Type: Class C Liquor (On-Premises)

Flip's Pancake House (Two Guys, LLC) - 4751 Progress Drive - New License - License Type: Class C Liquor (On-Premises)

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

Ward 1

Frackie's (Frackie's Pub, Inc) - 2820 Rockingham Road - License Type: Class C Liquor (On-Premises)

Ward 2

California Pho (Binh Van Nguyen) - 3559 West Kimberly Road #4,5,6 - License Type: Special Class C Beer/Wine (On-Premises)

Hickory Creek Event Center (Chariot, LLC) - 3504 Hickory Grove Road - License Type: Class C Liquor (On-Premises)

Hy-Vee Food & Drugstore #2 (Hy-Vee, Inc) - 2200 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Probstei Inn Bar & Grill (Mayberry Homestead, Inc) - 6315 West Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 3

Boozie's Bar and Grill (BZE Holdings, Inc) - 114 1/2 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Fandoms Bar (W3, LLC) - 1460 West 3rd Street - License Type: Class C Liquor (On-Premises)

Half Nelson (Bucktown Restaurant Company, LLC) - 321 East 2nd Street #100 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Sam's Food (Sam Food, LLC) - 648 North Marquette Street - License Type: Class E Liquor (Carry-Out)

Sippi's Restaurant (Sippi's, Inc) - 406 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Ganzo's (Ganzo's, Ltd) - 3923 North Marquette Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Los Portales Mexican Restaurant 2, Inc (Los Portales Mexican Restaurant 2, Inc) - 1012 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Sancho's (Lorbil Enterprises, Inc) - 307 East George Washington Boulevard - License Type: Class C Liquor (On-Premises)

Ward 8

Love's Travel Stop #476 (Loves Travel Stops & Country Stores, Inc) - 8255 Northwest Boulevard - License Type: Class B Beer (Carry-Out)

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 Village of East Davenport Lighting project, CIP #60037. [Ward 5]
2. Resolution awarding a professional services agreement for engineering services for the Water Pollution Control Plant (WPCP) Digester Operational Study to HR Green of Cedar Rapids, Iowa in an amount not-to-exceed $109,900. [All Wards]
3. Resolution awarding a two-year professional services contract for federal grant and advocacy services to Rasky Partners Inc of Boston, Massachusetts in the amount of $240,000, CIP #60015. [All Wards]
4. Resolution awarding a contract for the Redstone Parking Garage Stair Tower Masonry Improvements project to TNT Tuckpointing & Building Restoration LLC of Stockton, Iowa in the amount of $163,277, CIP #23062. [Ward 3]
5. Resolution awarding a contract for the Davenport Municipal Airport South Ramp Reconstruction project to Langman Construction Inc of Rock Island, Illinois in the amount of $1,260,054.26, CIP #20015. [Ward 8]
6. Resolution accepting work completed under the Skybridge North Stair Tower Repairs project by Tricon General Construction of Dubuque, Iowa in the amount of $423,059.95, CIP #23058.

7. Resolution approving and authorizing the execution of an agreement between the City of Davenport and the Iowa Department of Transportation for Traffic Safety Improvement Program (TSIP) funding in an amount not to exceed $90,000. [Ward 8]
8. Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards]
9. Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards]
10. Resolution assessing the cost of condemned property demolitions at various lots and tracts of real estate. [All Wards]
11. Resolution assessing the cost of replacing sidewalks at various lots and tracts of real estate. [All Wards]
12. Resolution assessing the cost of snow removal at various lots and tracts of real estate. [All Wards]
13. Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]
14. Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Derek Cornette, Vice Chair

VII. FINANCE

1. Second Consideration: Ordinance amending Chapter 5.10 entitled "Alcoholic Beverage Control" of the Municipal Code of Davenport, Iowa by repealing the current Chapter 5.10 and enacting a new Chapter 5.10 entitled "Alcoholic Beverage Control" in its place. [All Wards]
2. First Consideration: Ordinance amending Chapter 13.16 entitled “Wastewater Facilities” of the Municipal Code of Davenport, Iowa by amending subsection 13.16.106(D) to change the maximum amount billed for quarterly residential customers from 50 ccf to 35 ccf. [All Wards]
3. Resolution making provision for the issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024. [All Wards]
4. Resolution approving a one-year lease agreement with two separate one-year options between the City of Davenport and Community Action of Eastern Iowa for the lease of City-owned property located at the Annie Wittenmyer Complex. [Ward 5]
5. Resolution adopting an updated Investment Policy. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Impact, LLC | Eastern Library meeting room tables | Amount: $14,518.80
2. Johnson Hauling & Excavating LLC | 1838 West 4th Street demolition | Amount: $23,400
3. Standard & Poor's Financial Serv LLC | analytical services for GO Corp Bonds | Amount: $31,150

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

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

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

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Clay Merritt 888-3055 **4/19/2023**

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Village of East Davenport Lighting project, CIP #60037. [Ward 5]

Recommendation:
Hold the Hearing.

Background:
The Village of East Davenport Board of Directors is seeking to upgrade the lights throughout the Village. This project's objective is to replace all poles and fixtures and reuse existing concrete foundations as much as feasible. The new poles will be very close to the existing height and will contain outlets for decorations to be plugged into. The new fixtures will be LED and maintain the colonial style. The electrical system's voltage is being upgraded as part of this project to accommodate the new outlets. The engineer's project estimate is $331,380.

This project will be funded by General Obligation Bonds set aside in the Capital Improvement Program.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	4/12/2023 - 11:51 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:51 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 1:32 PM

City of Davenport

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

Action / Date
4/19/2023

Subject:
Public Hearing on the issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024. [All Wards]

Recommendation:
Hold the Hearing.

Background:
On April 12, 2023, the City Council set April 19, 2023 at 5:30 p.m. in the Council Chambers at City Hall to hold the Hearing for the issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024.

Proceeds from the bond sale to occur later in FY 2024 will be used to fund the City's FY 2024 capital improvement program budget and specified projects.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Dorsey & Whitney Packet

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	4/12/2023 - 10:26 AM
Finance Committee	Merritt, Mallory	Approved	4/12/2023 - 10:27 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 1:30 PM

April 11, 2023

VIA EMAIL

Mallory Merritt
CFO/Assistant City Administrator
City Hall
Davenport, Iowa

Re: $31,000,000 General Obligation Corporate Bonds, Series 2024
Our File No. 629872-94

Dear Mallory:

We have prepared and attached a resolution that may be adopted at the City Council meeting on April 26, 2023, for the purpose of ordering the issuance in the future of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Brian Krup
Jon Burmeister

HEARING ON GENERAL OBLIGATION CORPORATE BONDS, SERIES 2024

629872-94

Davenport, Iowa

April 26, 2023

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 April 26, 2023. 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 April 19, 2023, to permit residents or property owners of the City to present oral or written objections to the proposed issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024, 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 $31,000,000 General Obligation Corporate Bonds, Series 2024

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, and pursuant to notice duly published and a hearing held thereon on April 19, 2023, has proposed that it is in the best interest of the City that not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024 (the "Bonds") be authorized by the City to provide funds to pay costs in connection with making improvements to sanitary sewers, storm water drainage systems, waterway and flood control assets, 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; and municipal housing projects;

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 $31,000,000.

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 April 26, 2023.

_____
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 April 26, 2023, at which the Council adopted a resolution ordering the future issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024, and that the transcript hereto attached contains a true, correct and complete copy of such resolution.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Deputy City Clerk

City of Davenport

Department: Office of the Mayor
Contact Info: Samantha Torres | 563-327-5128

Action / Date
4/19/2023

Subject:
National Library Week | April 23 - 29, 2023

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	4/5/2023 - 8:07 AM

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **4/26/2023**

Subject:
Second Consideration: Ordinance for Case REZ23-01 being the request of Midwest Fidelity Partners LLC to rezone 1930 and 1934 North Division Street and 1711 West Pleasant Street from R-4C Single-Family and Two-Family Central Residential District to C-2 Corridor Commercial District. [Ward 4]

Recommendation:
Consider the Ordinance.

Background:
At its March 14, 2023 meeting, the Plan and Zoning Commission recommended Case REZ23-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions. The vote was 5 in favor, 2 opposed.

Findings:

1. The zoning map amendment (rezoning) is consistent with Davenport 2035+ Land Use Plan and Map, which identifies the property as Urban Corridor (UC) and Commercial Node (CN). Both classifications allow for commercial uses along corridors and edges. The area has been commercially developed since at least the mid-1930's and is compatible with UC and CN land use classifications.
2. The proposed C-2 General Commercial District is compatible with the zoning of nearby property in the Five-Points commercial node, as well as other C-2 and C-1 zoning located along the W. Locust corridor.
3. Rezoning the property to C-2 General Commercial District will not create zoning nonconformities and will, in fact, reduce nonconformities.
4. Staff concurs with the City Traffic Engineer's review of this site for traffic impacts from the proposed zoning change and more specifically the use of the site as a car wash and staff also concurs with the required right-in/right-out access point on Hickory Grove Road.
5. There shall be minimal noise impacts to the adjacent area; any potential impacts to the properties to the north shall be mitigated by installation of a six (6) foot tall privacy fence and landscaping.

Conditions:

1. The ingress/egress to Hickory Grove RD shall be right-in/right-out as directed by the City Traffic Engineer;
2. A fence and landscaping shall be installed along the West Pleasant Street right-of-way line between the north south alley and North Division Street.

The staff report from the March 14, 2023 Plan and Zoning Commission meeting is attached.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Staff Report-P&Z 3-14-23

Backup Material	Application
Backup Material	Rezoning Exhibit
Backup Material	Concept Plan
Backup Material	Vicinity, Zoning, & Future Land Use Map
Backup Material	Public Notice P&Z
Backup Material	Public Notice COW
Backup Material	Neighborhood Meeting Presentation
Backup Material	Neighborhood Meeting Attendance
Backup Material	Public Comment-1724 W Locust Street
Backup Material	Public Comment-Vesole
Backup Material	Scott County Parcel Report-1711 W Pleasant Street
Backup Material	Scott County Parcel Report-1930 N Division Street
Backup Material	Scott County Parcel Report- 1934 N Division Street
Backup Material	Sanitary Sewer Information Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	3/31/2023 - 1:51 PM

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ23-01 BEING THE REQUEST OF MIDWEST FIDELITY PARTNERS LLC TO REZONE 1930 AND 1934 DIVISION STREET AND 1711 WEST PLEASANT STREET FROM R-4C SINGLE-FAMILY AND TWO-FAMILY CENTRAL RESIDENTIAL DISTRICT TO C-2 CORRIDOR 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-2 Corridor Commercial District":

ALLEYWAY: A part of Block 1 of J.M.D. Burrow's Subdivision of a part of the East One-Half of the Southwest Quarter of Section 22, in Township 78 North, Range 3 East of the 5th P.M., more particularly described as follows: The East 10 feet of the existing 20 foot alleyway adjacent to Parcel 4 and Parcel 5.

1930 North Division Street (Parcel #A0061-06): A part of Block 1 of J.M.D. Burrow's Subdivision of a part of the East One-Half of the Southwest Quarter of Section 22, in Township 78 North, Range 3 East of the 5th P.M., more particularly described as follows: Commencing at a point in the West line of Allen's Grove Road, also called Division Street, 226 feet North from the intersection of the West line of Allen's Grove Road with the Northerly line of Hickory Grove Road; thence from said point of beginning running North along the West line of said Allen's Grove Road 36 feet; thence West 150 feet to an alley; thence South along the East line of said alley 36 feet; thence East 150 feet to the place of beginning; Also the South 4 feet of the East 150 feet of Lot 2 in Block 1 of J.M.D. Burrow's Subdivision of a part of the East One-Half of the Southwest Quarter of Section 22 in Township 78 North, Range 3 East of the 5th P.M., all being situated in the City of Davenport, Scott County, Iowa. EXCEPTING therefrom the East 3 feet of the North 36 feet of the East 150 feet of Lot 1, and the East 3 feet of the South 4 feet of Lot 2, Block 1, J.M.D. Burrow's Subdivision.

1711 West Pleasant Street (Parcel #A0061-08): The West 60 feet of the North 72 feet of Lot 2 of Block 1 of J.M.D. Burrow's Subdivision in the East Half of the Southwest Quarter of Section 22, Township 78 North, Range 3 East of the 5th P.M. in Davenport, Scott County, Iowa.

1934 North Division Street (Parcel #A0061-07): The North 72 feet of Lot 2, Block 1 of J.M.D. Burrow's Subdivision of a part of the East Half of the Southwest Quarter of Section 22, Township 78 North, Range 3 East of the 5th P.M., EXCEPTING therefrom the West 60 feet thereof, being situated in Scott County, Iowa.

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

Findings:

1. The zoning map amendment (rezoning) is consistent with Davenport 2035+ Land Use Plan and Map, which identifies the property as Urban Corridor (UC) and Commercial Node (CN). Both classifications allow for commercial uses along corridors and edges. The area has been commercially developed since at least the mid-1930's and is compatible with UC and CN land use classifications.

2. The proposed C-2 General Commercial District is compatible with the zoning of nearby property in the Five-Points commercial node, as well as other C-2 and C-1 zoning located along the West Locust Street corridor.

3. Rezoning the property to C-2 General Commercial District will not create zoning nonconformities and will, in fact, reduce nonconformities.

4. Staff concurs with the City Traffic Engineer's review of this site for traffic impacts from the proposed zoning change and more specifically the use of the site as a car wash and staff also concurs with the required right-in/right-out access point on Hickory Grove Road.

5. There shall be minimal noise impacts to the adjacent area; any potential impacts to the properties to the north shall be mitigated by installation of a six (6) foot tall privacy fence and landscaping.

Conditions:

1. The ingress/egress to Hickory Grove Road shall be right-in/right-out as directed by the City Traffic Engineer.

2. A fence and landscaping shall be installed along the West Pleasant Street right-of-way line between the north-south alley and North Division Street.

Section 3. At its March 14, 2023 meeting, the City Plan and Zoning Commission voted to forward Case REZ23-01 to the City Council with a recommendation for approval subject to the listed findings and conditions.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____	_____
Mike Matson	Brian Krup
Mayor	Deputy City Clerk

City of Davenport
Plan and Zoning Commission-Staff Report
March 14, 2023

Case REZ23-01: Request of Midwest Fidelity Partners LLC to rezone 1930 and 1934 Division Street and 1711 Pleasant Street from R-4C Single-Family and Two-Family Central Residential District to C-2 Corridor Commercial District. [Ward 4]

Background:
The area has been commercially developed since at least 1937 as identified with aerial photography. The subject properties are currently zoned R-4C Single-Family and Two-Family Central Residential District. The petitioner is requesting a rezoning to C-2 Corridor Commercial District. The three residential lots comprise of 0.41 acres.

The purpose is to redevelop the subject properties, along with the three C-2 zoned parcels to the south (1914, 1920 and 1926 N. Division St.) for a car wash.

Why is a Zoning Map Amendment Required?
The Zoning Ordinance does not permit a car wash in the R-4C Single-Family and Two-Family Central Residential District. Pending approval of the rezoning by City Council, the applicant intends to demolish the three residential properties and commercial buildings east of the alley. The properties would then be combined for the development of a car wash.

Comprehensive Plan:
Within Urban Service Area 2035: Yes

Future Land Use Designations:
The subject properties are designated Commercial Node in the Davenport +2035 Land Use Plan. The properties are also located within the Urban Corridor Overlay.

1. **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.
2. **Urban Corridor (UC)** - Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.

Zoning:
The subject properties are currently zoned **R-4C Single-Family and Two-Family Central Residential District**. This district is intended to provide dense, centrally located, urban residential properties for the City. Standards of the R-4C District are intended to ensure that new development is complementary to the existing developed character of these neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-4C District.

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

Technical Review:
Utilities: City has not received comments from any of the utility companies.

City Traffic Division. The City Traffic Engineer has stated a traffic impact study will not be required. The proposed use would not generate a noticeable increase in traffic as many of the customers will be from the traffic already using the roadways in this area.

Ingress/egress onto Hickory Grove Road shall be limited to a right-in/right-out access point due to turning conflicts created by vehicle backs up due to the intersection. The proposed entrance along Division Street is sufficiently spaced from the intersection of Locust Street, Division Street, and Hickory Grove Road. Therefore, the north driveway can accommodate all turning movements. Final site access will be reviewed during the development process.

The Traffic Engineer has reviewed the width of Pleasant Street (31') and has no concerns regarding Fire Department access to and through W. Pleasant Street.

Street Development. No changes to the existing streets are needed or proposed.
The site has two ingress/egress drives, one located on North Division Street and one on Hickory Grove Road. As the City Traffic Engineer has stated, access to the Hickory Grove Road driveway shall be limited to right turn in/right turn out turning movements. No such restrictions shall apply to the driveway located on N. Division Street across from Walgreens.
Street Classifications: Division St - Minor Arterial; Hickory Gove Rd - Minor Arterial; Locust St - Minor Arterial; Pleasant St - Local Street.

Case ROW23-01 will address a request to vacate the north/south alley abutting the west of the proposed car wash site.

Storm Water. The site shall be made to conform to all stormwater codes and requirements. There shall be no impact to the stormwater system as on-site detention will be provided per code.

Sanitary Sewer. Sewer is existing on this site and in the area; there shall be no impact to the sewer system. Please see Sanitary Sewer Information Exhibit for additional information.

Other Utilities. All utilities are available at this site and in the area; there will be no impact to these services associated with this rezoning. [ROW23-01 will address the vacation of the alley]

Emergency Services. The subject property is located approximately 200 feet east of Fire Station No. 6 at 1735 W. Pleasant St. Demand for emergency services shall be commensurate with typical C-2 uses and shall not be a negatively impact adjacent properties. The Fire Department has not submitted any concerns regarding access to W. Pleasant Street.

Parks/Open Space. The proposed rezoning does not impact any parks or public open spaces.

Public Input:
The applicant held a neighborhood meeting at Johnson School, 1730 Wilkes Avenue, on February 16, 2023. Addresses within 200 feet of the request were invited to the meeting. City staff and elected officials were present to observe the discussion. Approximately twelve members of the public were in attendance. Concerns raised pertained to traffic, access points, parking requirements, landscaping, noise, and hours of operation.

Letters were sent to property owners within 200 feet of the proposed request notifying them of the February 28, 2023 Plan and Zoning Commission Public Hearing.

To date, staff received two written comments in support of the rezoning request. One of the comments was from the current property owner of the subject property. Staff will apprise the Commission of any additional correspondence at the March 14, 2023 Plan and Zoning Commission meeting.

At the Public Hearing on February 28, 2023, the public commented on the following issues: traffic generation and location of access points.

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.

Urban Corridor (UC) and Commercial Node (CN) are the Davenport 2035+ land use classifications for this site. The UC designation allows for allows for mixed use development with commercial uses generally clustered at major intersections, such as Five-Points.

The proposed map amendment (rezoning) is compatible with the existing Comprehensive Davenport 2035+ Land use Map; the proposed rezoning will not necessitate a comprehensive plan change.

b. The compatibility with the zoning of nearby property; and c. The compatibility with established neighborhood character.

The three subject properties presently have four dwelling units. To the immediate south (which is part of the proposed development site) there is an amusement and party rental business. To the east and southeast are large scale pharmacy retail businesses, to the south and southwest are a mix of multiple-unit retail and personal service businesses. To the north are dwellings zoned R-4C, which are park of Davenport's densest single and two-family areas, centrally located, and well established as urban residential neighborhoods.

Approval of this request would result in the entire triangular shaped block bound by W. Pleasant, N. Division, and Hickory Grove to be zoned commercial (C-1 and C-2), as is the adjacent triangular half-block to the west bound by W. Pleasant, Hickory Grove, W. Locust, and a north-south alley. The depth of commercially zoned property would be the same as those properties on either side to the west and east (see the attached zoning map exhibit).

Staff's opinion is that the proposed rezoning is compatible with the existing uses and the existing zoning abutting the site. The scale of the proposed development, the amount of stacking and parking spaces provided, and the character of the area all are compatible with the proposed C-2 district.

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

Staff does not foresee any situation where the public health or welfare will be negatively impacted by the proposed rezoning or any of the uses which are allowed by the C-2 District provided the conditions of this request are approved and the ordinances of the city are upheld. Water quality protection processes are detailed in the attached the Sanitary Sewer Information Exhibit. Noise from the car wash is a penitential concern. Staff will be recommending a condition to this request which would require a solid 6-foot privacy fence along the northern boundary of the proposed development for noise attenuation. The fence shall help reduce noise impacts on the neighborhood to the north of the development.

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.

This site could be continued to be used for single and two-family dwellings. The lots are on the small size for any of the other significant non-residential uses allowed in the R-4C District. Continued use as zoned does not match the comprehensive plan for this site as Urban Corridor (UC) and Commercial Node (CN) are envisioned by Davenport 2035+. A car wash is not allowed in the R-4C (or any) residential district, thus the request for a rezoning of this site.

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

The proposed development will not create any nonconformities.

The development of the site and adjacent property which are also part of the proposed development, will remove a business which is non-conforming with regards to driveway locations, landscaping, lighting, and storage units.

Any redevelopment of the site shall be in accordance with applicable city codes and meet the standards of the C-2 Corridor Commercial District, and will not create any nonconformities.

Staff Recommendation:
Staff recommends Case REZ23-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and the following conditions:

Findings:

1. The zoning map amendment (rezoning) is consistent with Davenport 2035+ Land Use Plan and Map, which identifies the property as Urban Corridor (UC) and Commercial Node (CN). Both classifications allow for commercial uses along corridors and edges. The area has been commercially developed since at least the mid-1930's and is compatible with UC and CN land use classifications.
2. The proposed C-2 General Commercial District is compatible with the zoning of nearby property in the Five-Points commercial node, as well as other C-2 and C-1 zoning located along the W. Locust corridor.
3. Rezoning the property to C-2 General Commercial District will not create zoning nonconformities and will, in fact, reduce nonconformities.
4. Staff concurs with the City Traffic Engineer's review of this site for traffic impacts from the proposed zoning change and more specifically the use of the site as a car wash and staff also concurs with the required right-in/right-out access point on Hickory Grove Road.
5. There shall be minimal noise impacts to the adjacent area; any potential impacts to the properties to the north shall be mitigated by installation of a six (6) foot tall privacy fence and landscaping.

Conditions:

1. The ingress/egress to Hickory Grove RD shall be right-in/right-out as directed by the City Traffic Engineer;
2. A fence and landscaping shall be installed along the W. Pleasant Street right-of-way line between the north south alley and N. Division Street.

1200 E 46th St
Davenport, Iowa 52807
(563) 326-6198
Planning@davenportiowa.com

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

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

Applicant (Primary Contact)**
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Engineer (if applicable)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Architect (if applicable)
Name:
Company
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

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

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

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

Request:

Existing Zoning:

Proposed Zoning Map Amendment:

Purpose of the Request:

Total Land Area:

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: Date:

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.

Authorization to Act as Applicant

I,
authorize
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council.

_____

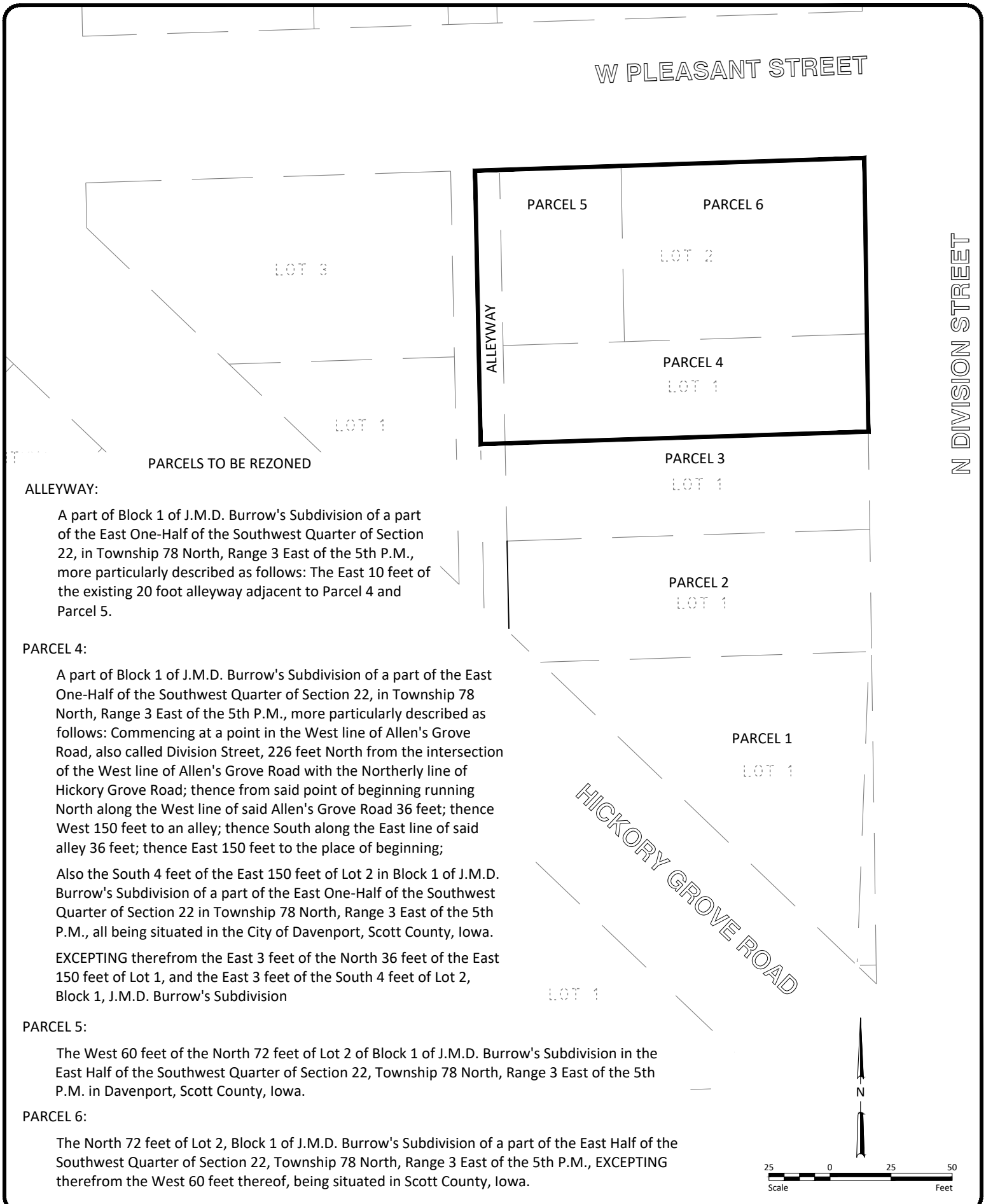
_____
Signature(s)

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

This day of 20 _____
Form of Identification

_____
Notary Public

My Commission Expires:



ALLEYWAY:

A part of Block 1 of J.M.D. Burrow's Subdivision of a part of the East One-Half of the Southwest Quarter of Section 22, in Township 78 North, Range 3 East of the 5th P.M., more particularly described as follows: The East 10 feet of the existing 20 foot alleyway adjacent to Parcel 4 and Parcel 5.

PARCEL 4:

A part of Block 1 of J.M.D. Burrow's Subdivision of a part of the East One-Half of the Southwest Quarter of Section 22, in Township 78 North, Range 3 East of the 5th P.M., more particularly described as follows: Commencing at a point in the West line of Allen's Grove Road, also called Division Street, 226 feet North from the intersection of the West line of Allen's Grove Road with the Northerly line of Hickory Grove Road; thence from said point of beginning running North along the West line of said Allen's Grove Road 36 feet; thence West 150 feet to an alley; thence South along the East line of said alley 36 feet; thence East 150 feet to the place of beginning;

Also the South 4 feet of the East 150 feet of Lot 2 in Block 1 of J.M.D. Burrow's Subdivision of a part of the East One-Half of the Southwest Quarter of Section 22 in Township 78 North, Range 3 East of the 5th P.M., all being situated in the City of Davenport, Scott County, Iowa.

EXCEPTING therefrom the East 3 feet of the North 36 feet of the East 150 feet of Lot 1, and the East 3 feet of the South 4 feet of Lot 2, Block 1, J.M.D. Burrow's Subdivision

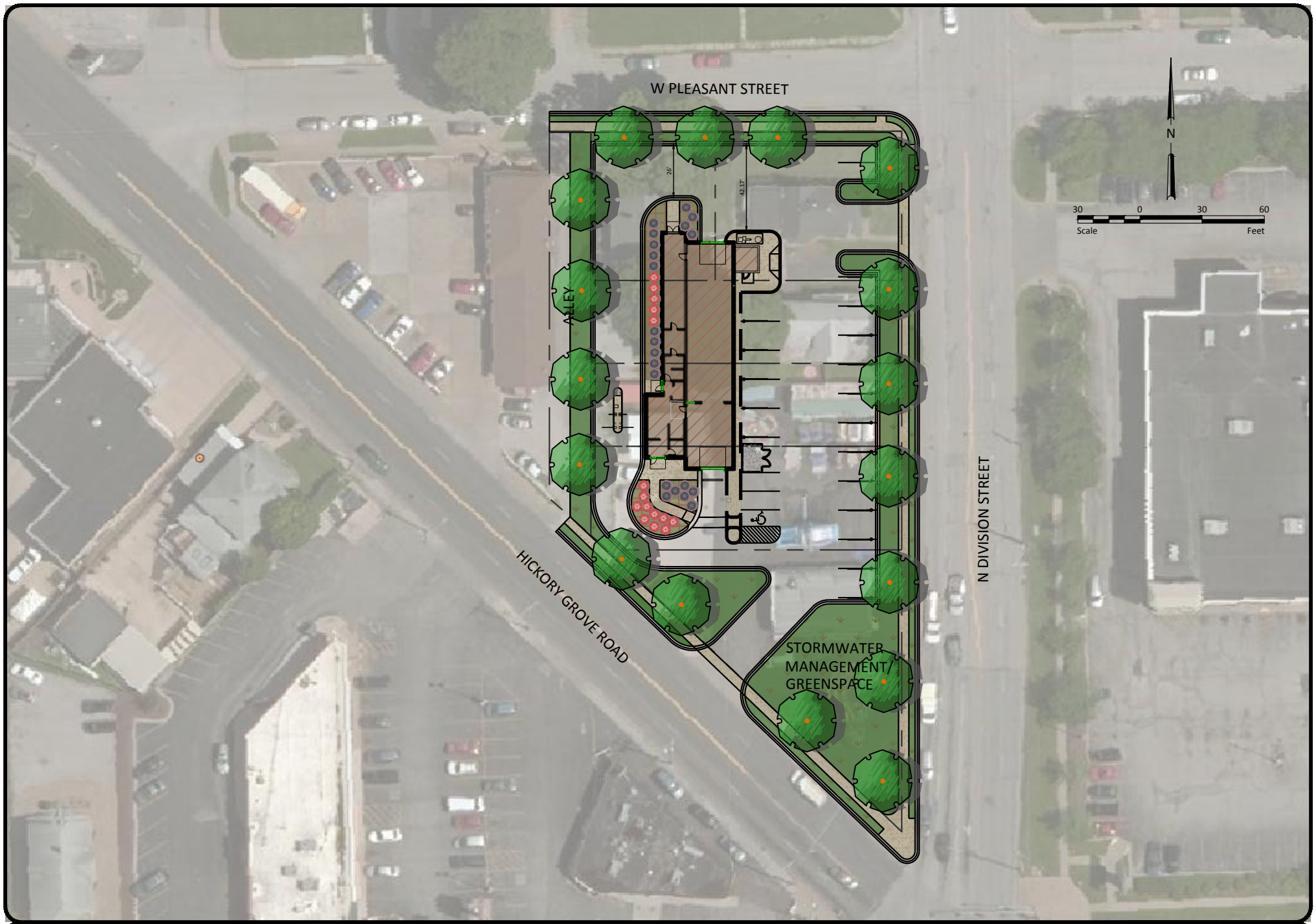
PARCEL 5:

The West 60 feet of the North 72 feet of Lot 2 of Block 1 of J.M.D. Burrow's Subdivision in the East Half of the Southwest Quarter of Section 22, Township 78 North, Range 3 East of the 5th P.M. in Davenport, Scott County, Iowa.

PARCEL 6:

The North 72 feet of Lot 2, Block 1 of J.M.D. Burrow's Subdivision of a part of the East Half of the Southwest Quarter of Section 22, Township 78 North, Range 3 East of the 5th P.M., EXCEPTING therefrom the West 60 feet thereof, being situated in Scott County, Iowa.

Drawn by ZJH	Date 1-26-2023	SILVERSTAR CARWASH 1914 N DIVISION ST. DAVENPORT, IOWA	REZONING EXHIBIT	SHEET
Checked by JJJ	Scale AS SHOWN		PROJECT NO. 10904-0029	1 OF 1



H:\JBN\10300\10300\10300_0021 Quad Cities Test Fits\1914_N_DivisionSt\10300-0021 1914 N Division Concept 3.dwg-Layout1-10/27/2022 10:18 PM-(jjohnson)

Drawn by JJJ	Date 10-27-2022	SILVERSTAR CARWASH	SILVERSTAR CARWASH - THE SCOUT II MODIFIED MFP, INC 1914 N DIVISION STREET, DAVENPORT, IA
Checked by JJJ	Scale AS SHOWN		

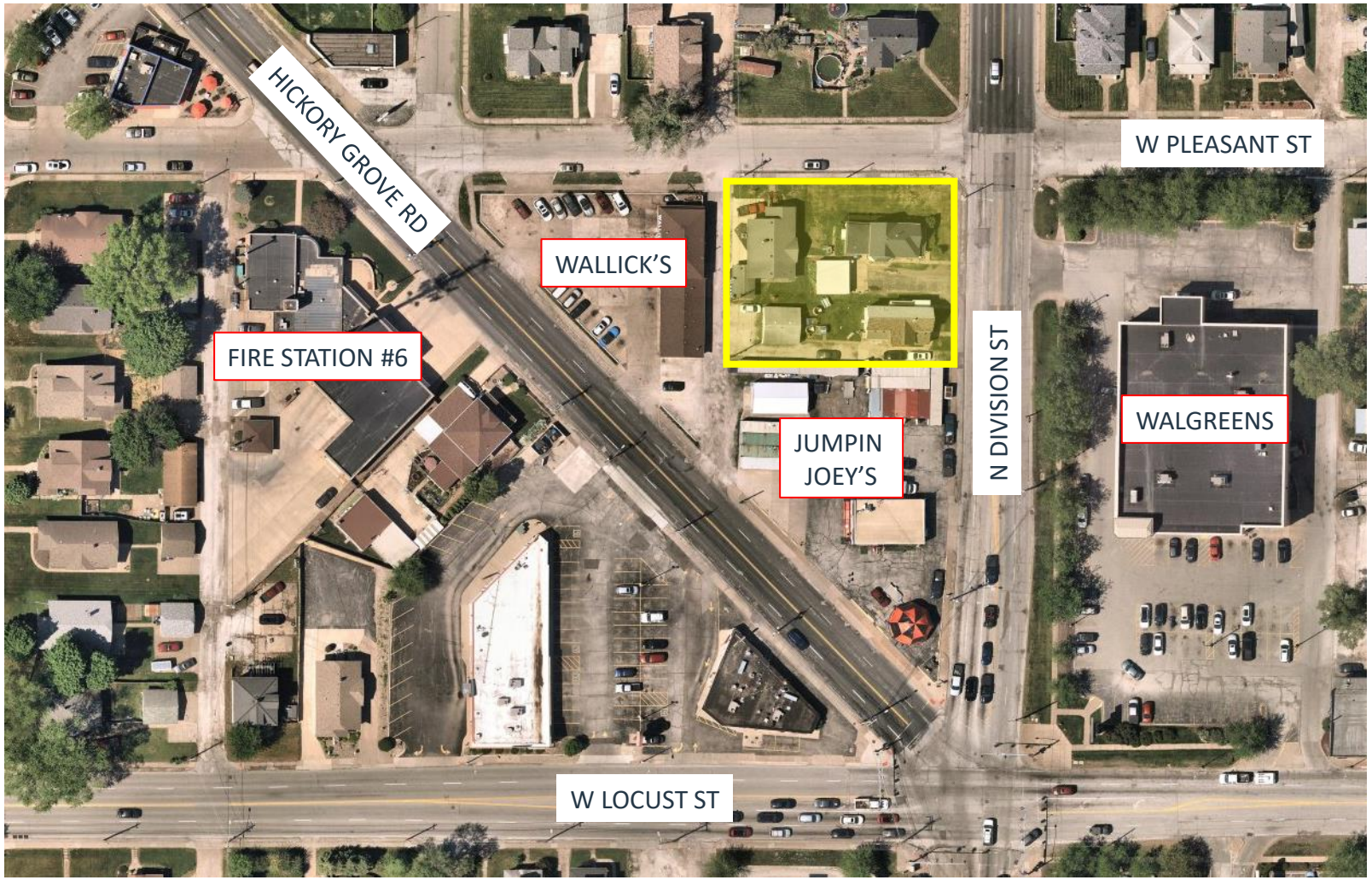
CONCEPT PLAN

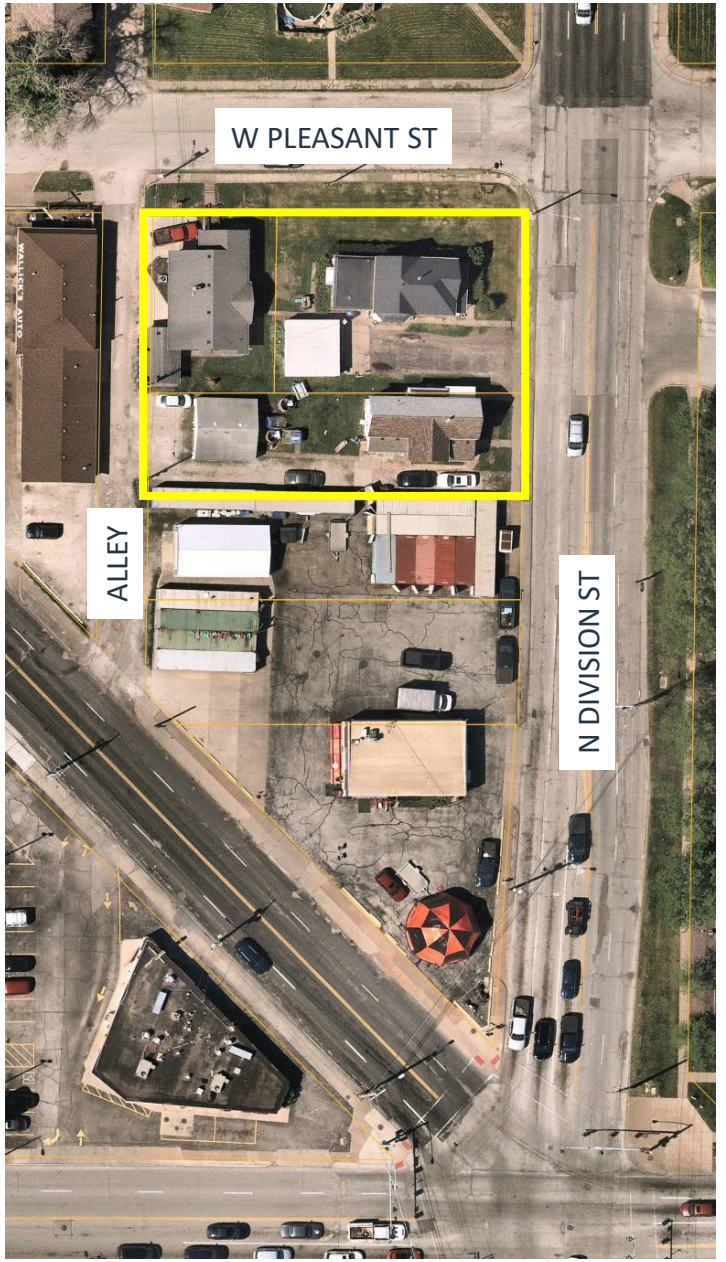
PROJECT NO. 10300-0021

SHEET 1

HEI NO. PPPP-PPP

Vicinity Map





Zoning Map

DAVENPORT
IOWA | USA

Future Land Use Map

DAVENPORT
IOWA | USA

DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 200 feet of the subject properties located at 1930 and 1934 Division Street and 1711 Pleasant Street.

Neighborhood Meeting
Date: 2/16/2023 Time: 5 PM Location: 1730 Wilkes Avenue (Johnson School Building)

Plan & Zoning Commission Public Hearing Meeting
Date: 2/28/2023 Time: 5:00 PM Location: Council Chambers | City Hall | 226 West 4th Street

What is this About?
This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Rezoning Request. The subject properties are currently zoned R-4C Single-Family and Two-Family Central Residential District. The property owner is requesting a rezoning to C-2 Corridor Commercial District. The purpose is to redevelopment the existing properties for a car wash.

Request/Case Description
Case REZ23-01: Request of Midwest Fidelity Partners LLC to rezone 1930 and 1934 Division Street and 1711 Pleasant Street from R-4C Single-Family and Two-Family Central Residential District to C-2 Corridor Commercial District. [Ward 4]

What are the Next Steps after the Neighborhood Meeting and Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on February 28, 2023. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on March 14, 2023. 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 | Public Hearing Notice

Case REZ23-01: Rezone from
R-4C Single-Family & Two-Family Central Residential District to
C-2 Corridor Commercial District

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

T | 563.326.6198
E | planning@davenportiowa.com

davenportiowa.com/DNS

DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

Date: 4/5/2023 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 properties located at 1930 and 1934 Division Street and 1711 Pleasant Street.

What is this About?
This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Rezoning Request. The subject properties are currently zoned R-4C Single-Family and Two-Family Central Residential District. The property owner is requesting a rezoning to C-2 Corridor Commercial District. The purpose is to redevelopment the existing properties for a car wash.

Request/Case Description
Case REZ23-01: Request of Midwest Fidelity Partners LLC to rezone 1930 and 1934 Division Street and 1711 Pleasant Street from R-4C Single-Family and Two-Family Central Residential District to C-2 Corridor Commercial District. [Ward 4]

At its March 14, 2023 meeting, the Plan and Zoning Commission recommended Case REZ23-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:
1. The zoning map amendment (rezoning) is consistent with Davenport 2035+ Land Use Plan and Map, which identifies the property as Urban Corridor (UC) and Commercial Node (CN). Both classifications allow for commercial uses along corridors and edges. The area has been commercially developed since at least the mid-1930's and is compatible with UC and CN land use classifications.
2. The proposed C-2 General Commercial District is compatible with the zoning of nearby property in the Five-Points commercial node, as well as other C-2 and C-1 zoning located along the W. Locust corridor.
3. Rezoning the property to C-2 General Commercial District will not create zoning nonconformities and will, in fact, reduce nonconformities.
4. Staff concurs with the City Traffic Engineer's review of this site for traffic impacts from the proposed zoning change and more specifically the use of the site as a car wash and staff also concurs with the required right-in/right-out access point on Hickory Grove Road.
5. There shall be minimal noise impacts to the adjacent area; any potential impacts to the properties to the north shall be mitigated by installation of a six (6) foot tall privacy fence and landscaping

Conditions:
1. The ingress/egress to Hickory Grove RD shall be right-in/right-out as directed by the City Traffic Engineer.
2. A fence and landscaping shall be installed along the W. Pleasant Street right-of-way line between the north south alley and N. Division Street.

What are the next steps?
The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, April 5, 2023 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

Would you like to submit an official comment?
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 | Public Hearing Notice

Case REZ23-01: Rezone from
R-4C Single-Family & Two-Family Central Residential District to
C-2 Corridor Commercial District

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

T | 563.326.6198
E | planning@davenportiowa.com

davenportiowa.com/DNS

SILVERSTAR

CAR WASH

NEIGHBORHOOD INFORMATIONAL MEETING

FEBRUARY 16, 2023

BRYAN SLAMA

SILVERSTAR CAR WASH

(BY PHONE IF NECESSARY)

MAGGIE MOTTO

CALISSE MCPHERSON

RTM ENGINEERING

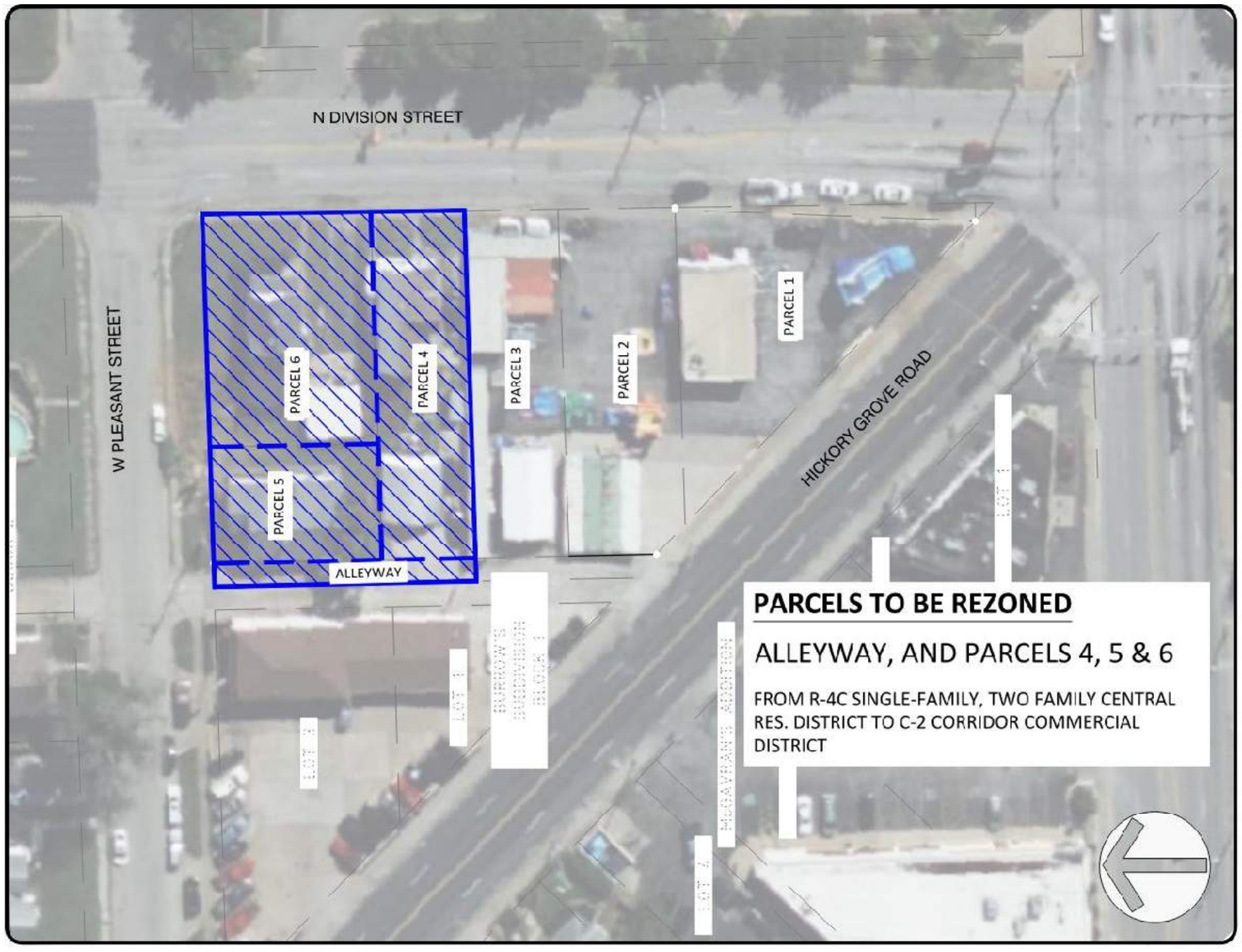
(SUPPORTING HOUSTON ENGINEERING)

HOUSTON engineering, inc.

ENGINEER OF RECORD

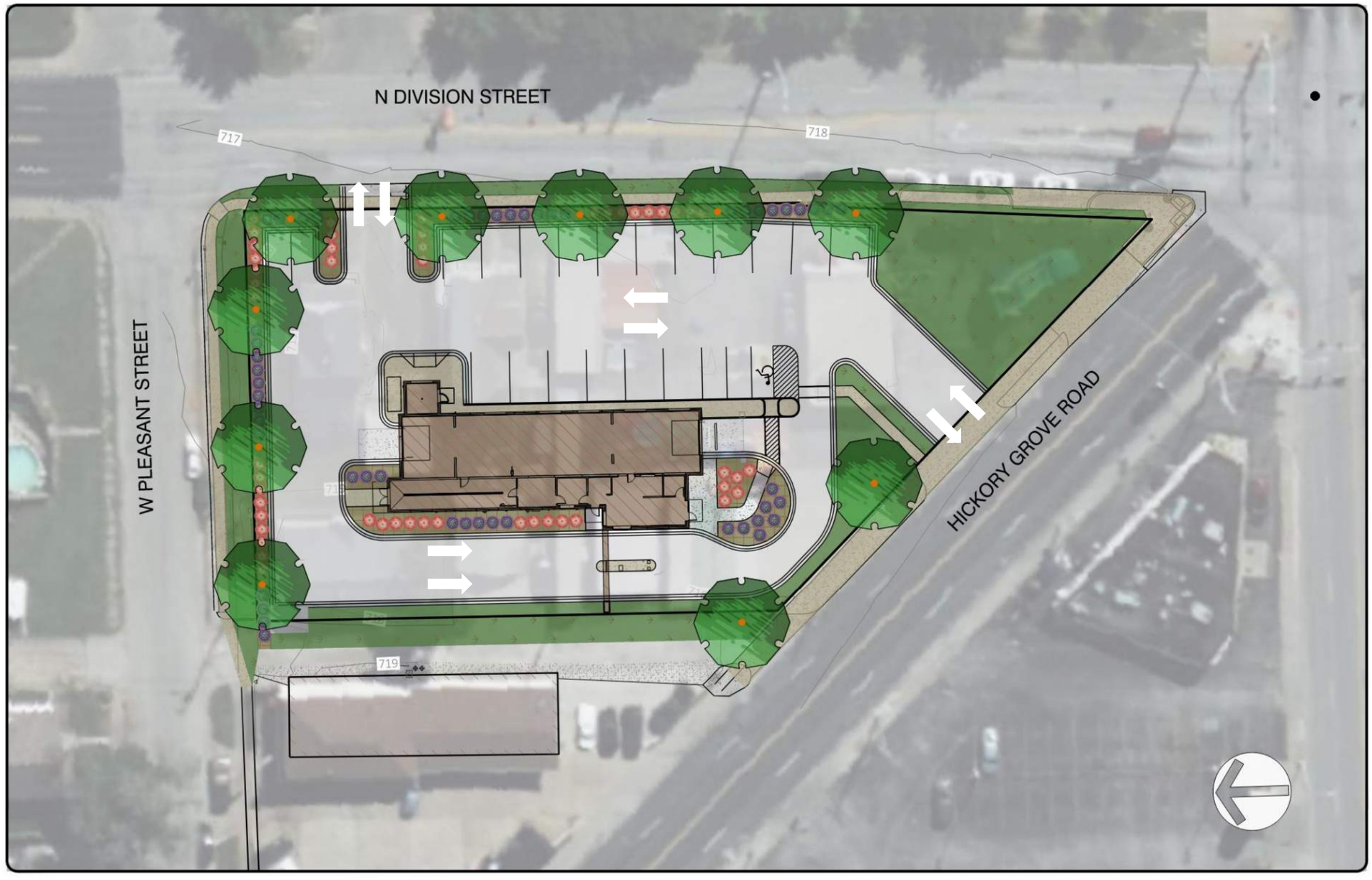
PRESENTATION TEAM

LOCATION MAP



REZONING EXHIBIT

ALLEY VACATION EXHIBIT


N DIVISION STREET
W PLEASANT STREET
HICKORY GROVE ROAD
717
718
719

SITE PLAN

1 **3D View 1**
Scale:

2 **3D View 2**
Scale:

ARCHITECTURAL PERSPECTIVE

PROJECT EXAMPLES

PROJECT EXAMPLES

SILVERSTAR CAR WASH

QUESTIONS?

Neighborhood Meeting Attendance List

Date: 2/16/23 Time: 5pm Location: Johnson School 1730 Wilkes Avenue

Case: REZ 23-01

The purpose of this meeting is to provide an **informal setting to allow courteous discussion** between the developer and adjacent owners, and to answer any questions and concerns about the proposed action. This meeting does not replace the Public Hearing.

	NAME	EMAIL:	PHONE: (optional)	ADDRESS (as shown on the notice map)
1	Bob Ingram	Bingram58@gmail	563.349.0341	
2	Alderman Robby Ortiz	Robby.Ortiz@davenportiowa.com	(563) 343-5993	
3	matt werderitch	planning@davenportiowa.com	563-888-2221	
4	Maggie Motto	RTM Engineering	Maggiemotto@rtmec.com	563-676-7355
5	Tom Dalton	TDALTON@RVHL COMMERCIAL.com	5635291752	
6	Scott Wallick	WallicksAuto@yahoo.com	324-3824	
7	Thomas Pilcher	TPS@LAC6MAIL.com	5635281415	
8	Connor von Hecke	Cvonhecke@gicias.com	563-424-8642	
9	Joe Van Hecke	infoejumpinjoeys.com	563-528-3000	
10	Brandon Bra	dtpawnshop@gmail.com	563-499-4443	
11	Lynn Pilcher	viptransportation65@gmail.com	563-528-1414	
12	Lisa Palmer	ldpalmer1968@gmail.com	563-528-1413	
13				
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24				
25				

SENT BY

John J Corelis (john.corelis@gmail.com)

MESSAGE FROM SENDER

Re: Case REZ23-01 and ROW23-01

I am the managing partner of 1724 Building, LLC located at 1724 West Locust Street and 1902 1904 North Division Davenport, Iowa adjacent to the real estate at 1711 W. Pleasant Street, 1930 & 1934 Division Street Davenport, Iowa which is subject to a rezoning request and the alley vacation.

1724 Building, LLC is in favor of the City granting the rezoning request and alley vacation and in total support of seeing this property sold and redeveloped into a car wash.

Rezoning the residentially zoned portion of the block makes a lot of sense and combining lots makes sense as will be allow the existing tracts to be cleaned up and put into a new use that will enhance the neighborhood.

Traffic flow will benefit and the use will be an enhancement to the existing businesses on my property.

Thank you for considering this request and ask that the granting of the rezoning be expedited.

John J Corelis
1724 Building LLC
Owner and Managing Member

SHARED ON

16-February-2023 01:26 PM PDT

Manage Your Account | Customer Support | Forums | Terms of Use | Report Abuse

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Adobe, 345 Park Ave., San Jose, CA 95110 USA

Werderitch, Matt

From: Rick Vesole <rvesole@gmail.com>
Sent: Tuesday, February 14, 2023 7:51 PM
To: Planning
Subject: [EXT] Rezoning request for 1711 W. Pleasant St, 1930 & 1934 Division St and alley vacation

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

ATTENTION: This is an external email.

Re: Case REZ23-01 and ROW23-01

Even though I am an interested party for this zoning request and alley vacation, I thought I would submit this email to let you know that I support both applications.

In addition, it seems to make sense that the 3 residential zoned properties should be zoned commercial, since all the other parcels in that block are zoned C-1 or C2, and since the adjacent properties to the east, south and southwest are also C-2. To keep the block part residential and part commercial doesn't make sense to me.

Also, I see no reason not to vacate the alley - with the triangular shape of that block, it makes sense to eliminate the alley cutting though it, and it would probably be safer for the traffic on Hickory Grove and W. Pleasant St . to not have the alley cutting through.

Thank you

Richard Vesole
for Richard I. Vesole 401(k) Profit Sharing Plan an First Financial Group, L.C.

Scott County / City of Davenport, Iowa

Summary - Auditor's Office

Parcel ID	A0061-08
Alternate ID	A34007
Property Address	**1711 W PLEASANT ST** **DAVENPORT IA 52803**
Sec/Twp/Rng	N/A
Brief Tax Description	BURROW'S SUBD Lot: 002 Block: 001 BURROW'S SUBD W 60'OF N. 72' OF (Note: Not to be used on legal documents)
Deed Book/Page	2016-11793
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
District	DAD - DAVENPORT DAVENPORT
School District	DAVENPORT SCHOOL
Subdivision	BURROW'S SUBD

Owners - Auditor's Office

Deed Holder
FIRST FINANCIAL GROUP LC
1987 SPRUCE HILLS DR
BETTENDORF IA 52722
Contract Holder
Mailing Address
FIRST FINANCIAL GROUP LC
1987 SPRUCE HILLS DR
BETTENDORF IA 52722

Land - Assessor's Office

Map Area	A34
Lot Dimensions	Regular Lot: 60.00 x 72.00
Lot Area	0.10 Acres; 4,320 SF

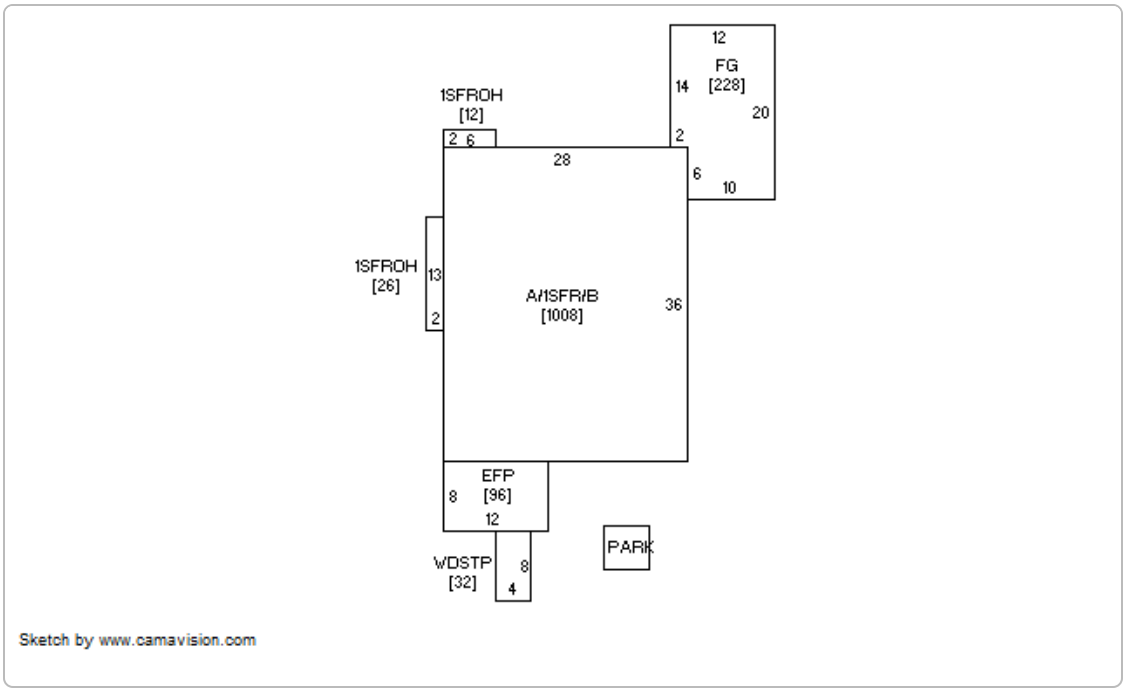
Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Residential Dwelling - Assessor's Office

Residential Dwelling	
Occupancy	Single-Family
Style	1 Story Frame
Year Built	1926
Exterior Material	Vinyl
Total Gross Living Area	1,500 SF
Attic Type	3/4 Finished; 454 SF
Number of Rooms	0 above; 0 below
Number of Bedrooms	2 above; 0 below
Basement Area Type	Full
Basement Area	1,008
Basement Finished Area	700 - Rec. Room (Single)
Plumbing	1 Full Bath 1 Shower Stall Bath 1 Sink
Central Air	Yes
Heat	FHA - Gas
Fireplaces	
Porches	1S Frame Enclosed (96 SF);
Decks	Wood Stoop (32 SF);
Additions	1 Story Frame (26 SF); 1 Story Frame (12 SF);
Garages	228 SF - Att Frame (Built 1926);

Photos - Assessor's Office

Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
W/O	07/27/2021	Work Order	0
M014798	08/28/2015	HVAC	9,350
P008263	07/23/2015	Plumb/Elec	7,469
E008955	07/09/2015	Plumb/Elec	8,000
B02271	05/20/2015	Rehab	46,000
9926	05/14/2010	Bath Remodel	7,300

Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
5/12/2016	WALLICK LARRY D	FIRST FINANCIAL GROUP, LC	2016-11793	Normal	WD		$105,000.00
3/20/1998	SHERIDAN, MARY JO SHERIDAN, JOSEPH H	WALLICK,LARRY D WALLICK,JUDITH	1998-13192	NORMAL ARMS-LENGTH TRANSACTION	WD		$49,800.00
2/27/1976		SHERIDAN, MARY JO SHERIDAN, JOSEPH H	1976-03057	NONE	X		$0.00

Recent Sales in Area

Sale date range:

From:

02/23/2013

To:

02/23/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet

Sales by Distance

Valuation - Assessor's Office

		2022	2021	2020	2019	2018
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$14,280	$14,280	$14,280	$14,280	$14,280
+	Assessed Building Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$128,710	$102,910	$89,630	$89,630	$82,990
=	Gross Assessed Value	**$142,990**	**$117,190**	**$103,910**	**$103,910**	**$97,270**
-	Exempt Value	$0	$0	$0	$0	$0
=	Net Assessed Value	**$142,990**	**$117,190**	**$103,910**	**$103,910**	**$97,270**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
x	Rollback (estimated)	54.13	56.41	55.07	56.92
+	Taxable Land Value	$7,730	$8,055	$7,865	$8,128
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$55,705	$50,560	$49,363	$47,236
=	Gross Taxable Value	**$63,435**	**$58,615**	**$57,228**	**$55,364**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$63,435**	**$58,615**	**$57,228**	**$55,364**
x	Levy Rate (per $1000 of value)	39.64283	39.37037	39.44684	39.41990
=	Gross Taxes Due	**$2,514.74**	**$2,307.69**	**$2,257.46**	**$2,182.44**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$2,514.00**	**$2,308.00**	**$2,258.00**	**$2,182.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023 September 2022	$1,257 $1,257	Yes Yes	12/30/2022 9/30/2022	613978
2020	March 2022 September 2021	$1,154 $1,154	Yes Yes	1/3/2022 9/30/2021	611620
2019	March 2021 September 2020	$1,129 $1,129	Yes Yes	12/28/2020 9/28/2020	672537
2018	March 2020 September 2019	$1,091 $1,091	Yes Yes	12/30/2019 9/30/2019	677680
2017	March 2019 September 2018	$1,023 $1,023	Yes Yes	12/31/2018 10/1/2018	676292
2016	March 2018 September 2017	$1,059 $1,059	Yes Yes	12/27/2017 10/2/2017	604341

Year	Due Date	Amount	Paid	Date Paid	Receipt
2015	March 2017 September 2016	$871 $871	Yes Yes	12/29/2016 10/3/2016	829869
2014	March 2016 September 2015	$930 $930	Yes Yes	3/22/2016 9/22/2015	702056
2013	March 2015 September 2014	$914 $914	Yes Yes	3/31/2015 10/7/2014	607624
2012	March 2014 September 2013	$909 $909	Yes Yes	3/25/2014 9/25/2013	659827
2011	March 2013 September 2012	$882 $882	Yes Yes	3/25/2013 9/21/2012	659269
2010	March 2012 September 2011	$820 $820	Yes Yes	3/27/2012 10/3/2011	625741
2009	March 2011 September 2010	$792 $792	Yes Yes	3/3/2011 9/20/2010	658835
2008	March 2010 September 2009	$753 $753	Yes Yes	3/18/2010 9/24/2009	625504

Davenport Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

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Davenport Tax Credit Applications

Apply for Homestead, Sales Questionnaire or Military Tax Credits

Iowa Land Records

(1-62)

Data for Scott County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1989. For records prior to 1989, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

No data available for the following modules: Summary - Inactive, DBA (Doing Business As) - Assessor's Office, Commercial Buildings - Assessor's Office, Agricultural Buildings - Assessor's Office, Yard Extras - Assessor's Office, Tax Sale Certificates - Treasurer's Office, Special Assessments - Treasurer's Office, Scott County Data Correction Feedback Form, Scott County Tax Credit Applications.

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Version 2.3.248

Scott County / City of Davenport, Iowa

Summary - Auditor's Office

Parcel ID	A0061-06
Alternate ID	A34005
Property Address	**1930 N DIVISION ST** **DAVENPORT IA 52804**
Sec/Twp/Rng	N/A
Brief	BURROW'S SUBD Block: 001 BURROW'S SUBD PT BLK1 COM 226' N OF NWCOR
Tax Description	DIV ST & HICKORYGR RD-N 36' -W 150'-S 36'-E TO BEG ALSO S 4' X 150' LOT 2 (Note: Not to be used on legal documents)
Deed Book/Page	2015-7137
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
District	DAD - DAVENPORT DAVENPORT
School District	DAVENPORT SCHOOL
Subdivision	BURROW'S SUBD

Owners - Auditor's Office

Deed Holder
FIRST FINANCIAL GROUP LC
1987 SPRUCE HILLS DR
BETTENDORF IA 52722
Contract Holder
Mailing Address
FIRST FINANCIAL GROUP LC
1987 SPRUCE HILLS DR
BETTENDORF IA 52722

Land - Assessor's Office

Map Area	A34
Lot Dimensions	Regular Lot: 40.00 x 150.00
Lot Area	0.14 Acres; 6,000 SF

Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Residential Dwelling - Assessor's Office

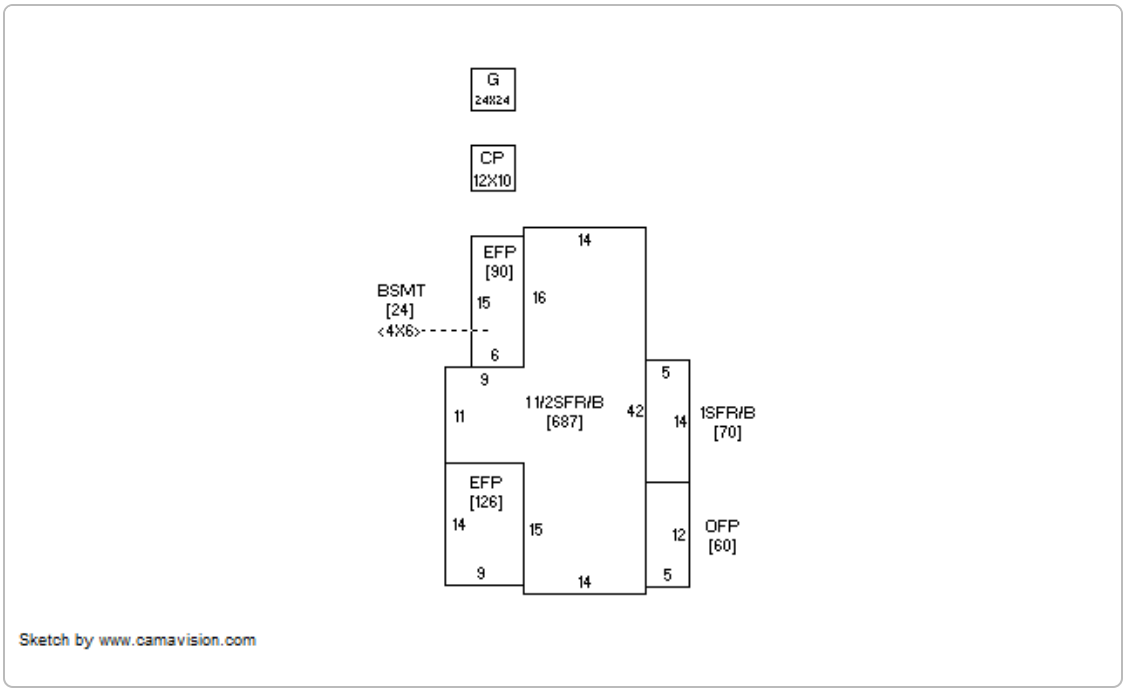
Residential Dwelling	
Occupancy	Two-Family Conversion
Style	1 1/2 Story Frame
Year Built	1900
Exterior Material	Aluminum
Total Gross Living Area	1,238 SF
Attic Type	None;
Number of Rooms	0 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	757
Basement Finished Area	
Plumbing	2 Full Bath 1 Sink
Central Air	No
Heat	FHA - Gas
Fireplaces	
Porches	1S Frame Open (60 SF); 1S Frame Enclosed (126 SF); 1S Frame Enclosed (90 SF);
Decks	
Additions	1 Story Frame (70 SF) (70 Bsmt SF);
Garages	576 SF (24F W x 24F L) - Det Frame (Built 1972);

Yard Extras - Assessor's Office

#1 - (1) CONC PATIO (12X10) Quantity=120.00, Units=Square Feet, Height=0, Built 1992

Photos - Assessor's Office

Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
B026819	08/18/2016	Roof	4,600
WO	04/20/2015	Work Order	0
186741	10/11/2001	Misc	500
174484	04/20/1998	Roof	1,600

Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
3/31/2015	SWANSON ALAN G	FIRST FINANCIAL GROUP, LC	2015-7137	Normal	WD		$78,000.00
12/3/1979		SWANSON, ALAN G AND WIFE	1979-24092	NONE	X		$0.00

Recent Sales in Area

Sale date range:

From:

02/23/2013

To:

02/23/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet

Sales by Distance

Valuation - Assessor's Office

		2022	2021	2020	2019	2018
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$16,000	$16,000	$16,000	$16,000	$16,000
+	Assessed Building Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$54,470	$51,970	$45,250	$45,250	$41,900
=	Gross Assessed Value	**$70,470**	**$67,970**	**$61,250**	**$61,250**	**$57,900**
-	Exempt Value	$0	$0	$0	$0	$0
=	Net Assessed Value	**$70,470**	**$67,970**	**$61,250**	**$61,250**	**$57,900**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
x	Rollback (estimated)	54.13	56.41	55.07	56.92
+	Taxable Land Value	$8,661	$9,026	$8,812	$9,107
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$28,131	$25,525	$24,921	$23,849
=	Gross Taxable Value	**$36,792**	**$34,551**	**$33,733**	**$32,956**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$36,792**	**$34,551**	**$33,733**	**$32,956**
x	Levy Rate (per $1000 of value)	39.64283	39.37037	39.44684	39.41990
=	Gross Taxes Due	**$1,458.54**	**$1,360.29**	**$1,330.66**	**$1,299.12**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$1,458.00**	**$1,360.00**	**$1,330.00**	**$1,300.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	$729	Yes	12/30/2022	606559
	September 2022	$729	Yes	9/30/2022	
2020	March 2022	$680	Yes	1/3/2022	675251
	September 2021	$680	Yes	9/30/2021	
2019	March 2021	$665	Yes	12/28/2020	620972
	September 2020	$665	Yes	9/28/2020	
2018	March 2020	$650	Yes	12/30/2019	667321
	September 2019	$650	Yes	9/30/2019	
2017	March 2019	$613	Yes	12/31/2018	616581
	September 2018	$613	Yes	10/1/2018	
2016	March 2018	$650	Yes	12/27/2017	656850
	September 2017	$650	Yes	10/2/2017	

Year	Due Date	Amount	Paid	Date Paid	Receipt
2015	March 2017	$599	Yes	12/29/2016	823071
	September 2016	$599	Yes	10/3/2016	
2014	March 2016	$741	Yes	3/30/2016	750733
	September 2015	$741	Yes	9/29/2015	
2013	March 2015	$728	Yes	3/31/2015	653112
	September 2014	$728	Yes	9/30/2014	
2012	March 2014	$776	Yes	6/2/2014	657448
	September 2013	$776	Yes	10/28/2013	
2011	March 2013	$753	Yes	4/9/2013	656861
	September 2012	$753	Yes	10/2/2012	
2010	March 2012	$763	Yes	4/30/2012	625739
	September 2011	$763	Yes	10/4/2011	
2009	March 2011	$736	Yes	3/25/2011	656404
	September 2010	$736	Yes	10/1/2010	
2008	March 2010	$700	Yes	4/1/2010	625502
	September 2009	$700	Yes	9/29/2009	

Davenport Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

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Davenport Tax Credit Applications

Apply for Homestead, Sales Questionnaire or Military Tax Credits

Iowa Land Records

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No data available for the following modules: Summary - Inactive, DBA (Doing Business As) - Assessor's Office, Commercial Buildings - Assessor's Office, Agricultural Buildings - Assessor's Office, Tax Sale Certificates - Treasurer's Office, Special Assessments - Treasurer's Office, Scott County Data Correction Feedback Form, Scott County Tax Credit Applications.

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Version 2.3.248

Scott County / City of Davenport, Iowa

Summary - Auditor's Office

Parcel ID	A0061-07
Alternate ID	A34006
Property Address	**1934 N DIVISION ST** **DAVENPORT IA 52804**
Sec/Twp/Rng	N/A
Brief Tax Description	BURROW'S SUBD Lot: 002 Block: 001 BURROW'S SUBD E 100'OF N 72' OF (Note: Not to be used on legal documents)
Deed Book/Page	2022-24397
Contract Book/Page	2022-24398
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
District	DAD - DAVENPORT DAVENPORT
School District	DAVENPORT SCHOOL
Subdivision	BURROW'S SUBD

Owners - Auditor's Office

Deed Holder
RICHARD I VESOLE 401(K) PROFIT SHARING PLAN
2490 HEATHER AVE
BETTENDORF IA 52722
Contract Holder
GUNNAR LLC
1914 N DIVISION ST
DAVENPORT IA 52804
Mailing Address

Land - Assessor's Office

Map Area	A34
Lot Dimensions	Regular Lot: 72.00 x 100.00
Lot Area	0.17 Acres; 7,200 SF

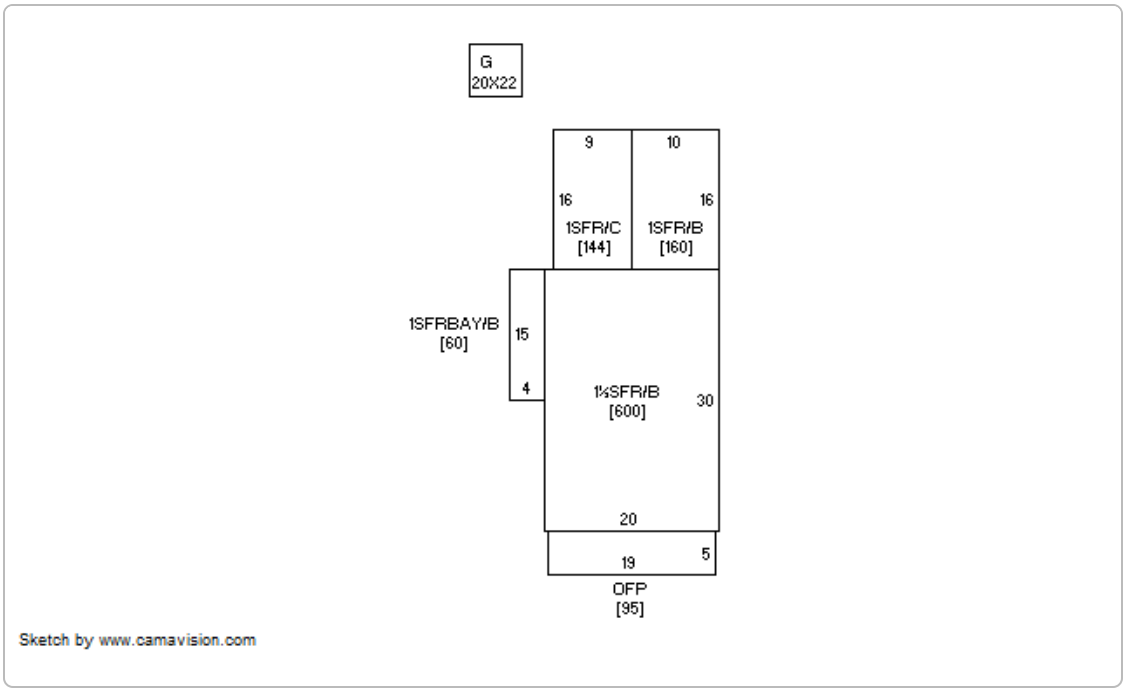
Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Residential Dwelling - Assessor's Office

Residential Dwelling	
Occupancy	Single-Family
Style	1 Story Frame
Year Built	1900
Exterior Material	Vinyl
Total Gross Living Area	1,294 SF
Attic Type	Fully Finished; 330 SF
Number of Rooms	0 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	820
Basement Finished Area	
Plumbing	1 Sink 1 Full Bath
Central Air	Yes
Heat	FHA - Gas
Fireplaces	
Porches	1S Frame Open (95 SF);
Decks	
Additions	1 Story Frame (60 SF) (60 Bsmt SF); 1 Story Frame (160 SF) (160 Bsmt SF); 1 Story Frame (144 SF);
Garages	440 SF (20F W x 22F L) - Det Frame (Built 1952);

Photos - Assessor's Office

Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
WO	11/17/2022	Work Order	0
21-43360	07/14/2021	Roof	5,800
21-32728	05/24/2021	HVAC	5,950
20-80507	12/08/2020	Bath Remodel	8,795
20-80505	12/08/2020	Plumb/Elec	8,495
WO	06/12/2020	Work Order	0
177963	05/26/1999	Roof	2,000
0	08/24/1998	A/C	1,280

Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/8/2022	RICHARD I VESOLE ROTH 401(K) PROFIT SHARING PLAN	GUNNAR LLC	2022-24398	Normal	Contract		$160,000.00
9/8/2022	WINFIELD KENNETH A	RICHARD I VESOLE ROTH 401(K) PROFIT SHARING PLAN	2022-24397	Normal	WD		$150,000.00
3/24/2010	DENKLAU, JO ANN VENS, LARRY F & GERALD D	WINFIELD, KENNETH A	2010-7074	NORMAL ARMS-LENGTH TRANSACTION	WD		$80,000.00
1/19/2010	VENS,MARGUERITE J(L/E) DENKLAU,JO ANN	DENKLAU, JO ANN VENS, LARRY F & GERALD D	2010-1479	NONE	CT - Will		$0.00
3/23/1994		VENS,MARGUERITE J(L/E) DENKLAU,JO ANN	1994-9059	NONE	WD		$0.00

Recent Sales in Area

Sale date range:

From:

02/23/2013

To:

02/23/2023

Sales by Neighborhood

Sales by Subdivision

1500

Feet

Sales by Distance

Valuation - Assessor's Office

		2022	2021	2020	2019	2018
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$24,480	$24,480	$24,480	$24,480	$24,480
+	Assessed Building Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$65,100	$62,100	$54,080	$54,080	$50,080
=	Gross Assessed Value	**$89,580**	**$86,580**	**$78,560**	**$78,560**	**$74,560**
-	Exempt Value	$0	$0	$0	$0	$0
=	Net Assessed Value	**$89,580**	**$86,580**	**$78,560**	**$78,560**	**$74,560**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
x	Rollback (estimated)	54.13	56.41	55.07	56.92
+	Taxable Land Value	$13,251	$13,809	$13,482	$13,934
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$33,615	$30,506	$29,784	$28,505
=	Gross Taxable Value	**$46,866**	**$44,315**	**$43,266**	**$42,439**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$46,866**	**$44,315**	**$43,266**	**$42,439**
x	Levy Rate (per $1000 of value)	39.64283	39.37037	39.44684	39.41990
=	Gross Taxes Due	**$1,857.90**	**$1,744.70**	**$1,706.71**	**$1,672.94**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$1,858.00**	**$1,744.00**	**$1,706.00**	**$1,672.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	$929	No		661785
	September 2022	$929	Yes	10/3/2022	
2020	March 2022	$872	Yes	3/24/2022	657851
	September 2021	$872	Yes	10/28/2021	
2019	March 2021	$853	Yes	3/16/2021	670701
	September 2020	$853	Yes	9/10/2020	
2018	March 2020	$836	Yes	3/23/2020	657741
	September 2019	$836	Yes	9/17/2019	
2017	March 2019	$791	Yes	3/7/2019	670816
	September 2018	$791	Yes	8/29/2018	
2016	March 2018	$819	Yes	2/28/2018	608751
	September 2017	$819	Yes	8/23/2017	
2015	March 2017	$789	Yes	3/22/2017	782726
	September 2016	$789	Yes	9/25/2016	
2014	March 2016	$954	Yes	3/24/2016	718781
	September 2015	$954	Yes	9/30/2015	
2013	March 2015	$937	Yes	3/25/2015	621218
	September 2014	$937	Yes	9/26/2014	
2012	March 2014	$961	Yes	3/25/2014	661204
	September 2013	$961	Yes	9/24/2013	
2011	March 2013	$933	Yes	3/26/2013	660664
	September 2012	$933	Yes	9/24/2012	
2010	March 2012	$817	Yes	3/23/2012	625740
	September 2011	$817	Yes	9/26/2011	
2009	March 2011	$726	Yes	3/28/2011	660199
	September 2010	$726	Yes	9/27/2010	
2008	March 2010	$680	Yes	3/12/2010	625503
	September 2009	$680	Yes	9/1/2009	

Special Assessments - Treasurer's Office

Project:
20221230 - Davenport Utility Fee
Accepted Date:
12/30/2022
Parcel Number:
A0061-07
Amortization Date:
12/1/2023
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20220629-2 - Davenport Utility Fee
Accepted Date:
6/29/2022
Parcel Number:
A0061-07
Amortization Date:
12/1/2023
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20210928 - Davenport Utility Fee
Accepted Date:
9/28/2021
Parcel Number:
A0061-07
Amortization Date:
12/1/2022
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20200702 - Davenport Utility Fee
Accepted Date:
7/2/2020
Parcel Number:
A0061-07
Amortization Date:
12/1/2021
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20200102 - Davenport Utility Fee
Accepted Date:
1/2/2020
Parcel Number:
A0061-07
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20190627 - Davenport Utility Fee
Accepted Date:
6/27/2019
Parcel Number:
A0061-07
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20171002 - Davenport Utility Fee
Accepted Date:
10/2/2017
Parcel Number:
A0061-07
Amortization Date:
12/1/2018
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20170630-1 - Davenport Utility Fees
Accepted Date:
6/30/2017
Parcel Number:
A0061-07
Amortization Date:
12/1/2018
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20170329 - Davenport Utility Fees
Accepted Date:
3/29/2017
Parcel Number:
A0061-07
Amortization Date:
12/1/2017
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20161230 - Davenport Utility Fees
Accepted Date:
12/30/2016
Parcel Number:
A0061-07
Amortization Date:
12/1/2017
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Project:
20160928 - Davenport Utility Fees
Accepted Date:
9/28/2016
Parcel Number:
A0061-07
Amortization Date:
12/1/2017
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Davenport Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

Click here to pay your Property Taxes online for this parcel

Davenport Tax Credit Applications

Apply for Homestead, Sales Questionnaire or Military Tax Credits

Iowa Land Records

(291-0457)

Data for Scott County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1989. For records prior to 1989, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

No data available for the following modules: Summary - Inactive, DBA (Doing Business As) - Assessor's Office, Commercial Buildings - Assessor's Office, Agricultural Buildings - Assessor's Office, Yard Extras - Assessor's Office, Tax Sale Certificates - Treasurer's Office, Scott County Data Correction Feedback Form, Scott County Tax Credit Applications.

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Last Data Upload: 2/23/2023, 7:19:56 AM

Version 2.3.248

Victoria Gleason - Response to Water Quality Questions

To: planning@davenportiowa.com
Subject: Re: question after P&Z

From: Gleason, Victoria <Victoria.Gleason@davenportiowa.com>
Sent: Thursday, March 9, 2023 11:12 AM
To: Berkley, Laura <Laura.Berkley@davenportiowa.com>; Miers, Dan <Dan.Miers@davenportiowa.com>
Subject: Re: question that you had after P&Z

Zoning Staff:

As far as I'm aware, other car washes in town have not had ill effect on the collections system. I spoke with Brad Guy in sewers who attested to the fact that most of our sewer/lift station issues are either from fats, oils & grease from restaurants or infiltration of ground water overloading them. Since upgrading our lift stations over the years we have very few problems. If car washes do become a problem, it is typically from incorrect operation or being old (i.e. from a time before solids/FOG separators were commonly installed).

From the water pollution control plant standpoint, car washes are typically low impact enough that they do not meet our criteria to be a Significant Industrial User. It is important to note that all sanitary sewer discharges are treated by our plant before entering the river. Concentrations of any of the listed concerns would be low enough to 1) not impair the plant's ability to treat wastewater & 2) be removed to the required levels prior to discharge to the Mississippi.

I will make a bullet list addressing the main points brought up below:

Water Volume

- Typically car washes use about 45 gallons per car. According to Iowa American, car washes in Davenport use 500-1000 (peak) gallons per day of water coming in. Our plant average capacity is 26 million gallons per day, so one car wash would be less than 1% of our total capacity.

Chemicals & solids

Phosphates

- We currently do not have a limit for phosphates entering the river. However, the amount added to the system by a car wash pales in comparison to our large food manufacturers & other significant industrial users. If we ever needed to limit phosphorus entering the plant we would likely begin there. Our plant does an excellent job of removing phosphorus at this time, removing ~75% of phosphates that enter the plant prior to entering the river.

Chelants

- It is common for car washes to use deionized water to minimize the use of these chemicals. Typically citric acid or EDTA is used as needed. I could not find typical rates of discharge online for car washes, but currently we are not having problems meeting any of our permit limits (including toxicity which would be the main concern with EDTA) with 15-20 car washes in the system. One more should not impact our plant's ability to remove pollutants and would be removed by the plant before going to the river. It should also not be an amount large enough to cause us to violate our limits for our biosolid disposal. If it did impair our process, they would be in violation of the sewer use ordinance (City Code chapter 13) and be liable for enforcement action.

Solids

- As you mentioned, most facilities have water reclamation devices which will limit the water volume, and therefore total mass of any chemical reaching the plant/sewer. Settling chambers are extremely

common in new car washes, which would remove the solids prior to entering the sewer system. Brad in sewers said it was extremely uncommon to see this issue with car washes unless they are old facilities.

Salt content

- The sewer line the parcel would discharge to is also adjacent and tied in with residential pipes, meaning that any salt discharge would be diluted by other flows, lessening the corrosive impacts. Again, Brad in sewers stated that corrosion is not typically observed from car washes. Our plant's chloride limit (maximum we are able to discharge to the Mississippi) is an average concentration of 2,611 mg/L. Studies done before applying for our most recent permit put our average at 152 mg/L, or less than 5% of our limit.

Metals

- We have established local limits for metals concentration that are based on our plant's ability to treat waste. These concentrations are achievable for facilities like metal finishers which have much higher metals content than a car wash. I do not believe a car wash would add a significant amount of metals that would lead to an exceedance of our limits. Local Limits can be found in CH 13.16.060.

Feel free to reach back out if you have any follow up questions!

Best,

Victoria Gleason
Laboratory Supervisor & Pretreatment Coordinator | Water Pollution Control Plant – Public Works
City of Davenport

T 563-326-7965 **M** 563-210-1170
PO Box 3606, Davenport, IA, 52808

From: Berkley, Laura <Laura.Berkley@davenportiowa.com>
Sent: Monday, March 6, 2023 12:13 PM
To: Miers, Dan <Dan.Miers@davenportiowa.com>; Gleason, Victoria <Victoria.Gleason@davenportiowa.com>
Subject: FW: [EXT] Re: question that you had after P&Z

Dan and Victoria,

We are processing a rezoning request in order to facilitate the construction of a car wash at the 1900 Block of Division (see screenshot – the rezoning is for the yellow area so that it is also C-2) One of our Planning Commissioners had a question after the Public Hearing.

Would you be able to explain what processes you do related to the question below (Italicized)? If I had to summarize, what requirements do car washes need to meet related to sanitary sewer, can our infrastructure handle it, and will a car wash have any impact on the Water Pollution Control Plant?

My concerns are the Phosphates, Chelant's (spot removing chemistry), and caustics that are going to be dumped into the old sewer system along with all the salts washed from the cars. There are also major concerns in recent years from the EPA about Chloride discharge, associated with NaCl, into navigable waterways that our waste treatment facility is going to have to deal with. Especially in the winter months.

Furthermore, with water reclamation there is a concentration of these specific ions that further concentrates the discharge into the old sewer. My concern is the volumes to be generated during peak times. What volumes are we expecting? How are they going to reduce the concentration of potentially harmful elements? How ae they going to reduce the caustic discharge? How are they going to capture all the solids washed from the cars, so that the sewer system isn't going to build up sludge? I'm sure the flowrate down the sewer will be less that 3 ft/sec, which is the required flow rate to prevent suspended solids from dropping out in the mains.

LAURA BERKLEY, CFM

Stan Hanson - Water Treatment Processes

From: Stan Hanson <sthanson@houstoneng.com>
Sent: Tuesday, March 7, 2023 9:20 AM
To: Koops, Scott E.
Cc: Dan Nelson; Steve Samudio; zz.10904-0029; Josh Johnson; Kyle D. Riley
Subject: Re: question that you had after P&Z - 1914 N Division St, Davenport, IA

Scott
See below to the response to the question/issues that the planning commissioner had after the public hearing.
Let me know if this will suffice.

The response below is from Steve Samudio (PureClean , the reclaim system distributor and their chemical rep).
Not sure which chemistry brand is being used, but this should be a starting point for your answers.

1. Phosphates - Unless one of the specific car wash chemistry products is formulated with phosphates this would not be an issue. NCS can provide a letter guaranteeing that all the products used in this wash will be phosphate free if that would satisfy the Planning Commission.

2. When it comes to the reclaim system in a professional car wash facility the chemistry is carefully balanced to effectively clean the vehicle surface using 10 - 20 gallons of fresh water and 75 - 100 gallons of the 4,000 to 6,000 gallons retained in the average reclaim system. The national average for evaporation and carry out on vehicles is 6-8 gallons per car resulting in only 10 - 12 gallons of fresh water being used per vehicle washed. This excess 10 - 12 gallons is what is discharged to the sanitary sewer per car in the average professional car wash. This water is diluted along with the 4,000 to 6,000 gallons each time a vehicle is washed resulting in an average pH between 7.0 and 8.0.

3. In reference to chelants being discharged again, NCS does not use phosphate based components for chelation they use EDTA and Gluconate based chelants which are not phosphate based.

4. Salts, dirt and other soils that are considered suspended solids go through a specific mathematically calculated process referred to as Stoke's Law: V (R/S) = (g x (Rho1 – Rho2) x D^2) / 18 Nu

Where:
V (R/S) = Rise or Settling Velocity of a Particle (cm / sec)
g = Acceleration by Gravity (cm / sec^2)
Rho1 = Density of Medium (g / cm^3)
Rho2 = Density of Particle (g / cm^3)
D = Particle Diameter (cm)
Nu = Viscosity of Medium (g / cm / sec)

PurClean Reclaim Systems are built to allow for the majority of the Total Suspended Solids (TSS) to settle in the first (1,500 gal) tank with the smaller particles being collected through centrifugal force later in the filtering process providing water that is free of solid material down to 5 microns. The residual from the cyclonic process is returned back to the first tank with the larger sediment material. The tanking system in a professional car wash reclaim system is pumped out and hauled off every 3-6 months as a part of regular maintenance of the reclaim system. Air injection and ozone are also standard components in the PurClean Reclaim system used to digest organic material and make sure the reclaim system remains healthy with no adverse bacterial growth and foul smelling water.

An oil/water separator is included as a part of the system to collect and address any floating oils and greases that float to the top of the water during this settling process.

The average PurClean Reclaim System has been proven to provide effluent qualities as follows:

Total Suspended Solids (TSS): 15-100 ppm
Free Oil & Grease (FOG): 10-25 ppm
BOD: 15-50 ppm

5. EPA concerns with chloride discharge into the sanitary sewer is becoming more of a concern with many municipalities requiring professional car wash facilities to address this concern based on the specific regulations by municipality. The fact is winter road treatments are not as much of a concern as the discharge from water softening equipment which many municipalities have restricted in recent years.

6. In summary we would like to answer the list of questions at the end of the Planning Commissioner's correspondence here.

-Concentration of Reclaim Water: Water reclamation does have a degree of concentration of many ions along with multiple other solids, greases and oils. As stated above the professional car wash reclaim system of today collects 90% of the water used to wash a vehicle, filters and treats it returning the ions and solids back into the first tank where it is pumped and disposed of properly every 3-6 months thereby removing almost all these solids from the equation. Additionally, only about 10-20 gallons of water per vehicle washed is even discharged into the sanitary sewer and that is after multiple cycles of filtration down to 5 microns along with oxygen and ozone treatments that help to reduce the organic materials to acceptable levels (noted above in #5).

-Expected Discharge Volumes: The average professional car wash sets the washing equipment speed to roughly 100 cars per hour and that is assuming that a vehicle is waiting to be washed every 36 seconds which is not realistic. The average professional car wash will have between 200 - 500 customers in a 10 hour day. Looking at the high end that would be 500 cars/10 hours or 50 cars washed per hour. At an average discharge of 10 gallons per car that would be 500 gallons of discharge per hour or 5,000 gallons total discharged in a 10 hour day.

-How will the potentially harmful elements be reduced: We refer back to point #4 above where PurClean uses Stokes Law and the process of filtration down to the 5 micron level to reduce these potentially harmful elements. Another point that has not been stated to this point is the old chemistry saying "Dilution is the solution"... For every car washed an additional 10 - 15 gallons of fresh water is added to the system further diluting the concern with chlorides and other ions.

-How will the Caustic Discharge be Reduced: We refer back to point #2 above where the chemistry in a professional car wash is balanced to work with the system resulting in a pH level in the 7.0 - 8.0 range. Caustics are neutralized and are not an issue in the reclaim system of a professional car wash.

-How will the Solids be Captured: We refer back to point #5 above where the solids are captured via Stokes Law and the natural settling of heavy materials where the tanks are pumped and disposed of properly every 3-6 months. Solids will not be an issue falling out of solution in the sewer mains.

Steve Samudio
Technical Sales Manager - PurClean

P 916.505.0009 | **M** 916.505.0009
E ssamudio@ncswash.com

Stan Hanson, PE
Senior Civil Engineer | Principal
Houston Engineering, Inc.
O 605.271.0378

From: Koops, Scott E. <Scott.Koops@davenportiowa.com>
Sent: Monday, March 6, 2023 10:37 AM
To: dan@mfp.llc; Stan Hanson <sthanson@houstoneng.com>
Cc: Planning <Planning@davenportiowa.com>
Subject: FW: [EXT] Re: question that you had after P&Z

Dan,

One of our Planning Commissioners had a question after the Public Hearing. Would you be able to explain what processes you do related to the question below?

Thank you!
SCOTT KOOPS, AICP

Questions:

Thanks Scott. My concerns are the Phosphates, Chelant's (spot removing chemistry), and caustics that are going to be dumped into the old sewer system along with all the salts washed from the cars. There are also major concerns in recent years from the EPA about Chloride discharge, associated with NaCl, into navigable waterways that our waste treatment facility is going to have to deal with. Especially in the winter months.

Furthermore, with water reclamation there is a concentration of these specific ions that further concentrates the discharge into the old sewer. My concern is the volumes to be generated during peak times. What volumes are we expecting? How are they going to reduce the concentration of potentially harmful elements? How ae they going to reduce the caustic discharge? How are they going to capture all the solids washed from the cars, so that the sewer system isn't going to build up sludge? I'm sure the flowrate down the sewer will be less that 3 ft/sec, which is the required flow rate to prevent suspended solids from dropping out in the mains.

These are my concerns. Give me a call if you wish to discuss. Regards. Paul

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **4/26/2023**

Subject:
Second Consideration: Ordinance for Case ROW23-01 being the request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of North Division Street between West Pleasant Street and Hickory Grove Road. [Ward 4]

Recommendation:
Consider the Ordinance.

Background:
Midwest Fidelity Partners LLC has requested a vacation of the north-south alley connecting West Pleasant Street to Hickory Grove Road. Vacating the alley is connected to Case REZ23-01. The petitioner intends to redevelop the east half of the block for a car wash. Vacating the twenty foot wide alley creates a larger developable site and allows for the necessary setbacks and landscaping.

At its March 14, 2023 meeting, the Plan and Zoning Commission recommended Case ROW23-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The existing public alley 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.
3. Economic vitality will be strengthened in a stressed commercial neighborhood.

Conditions:

1. Vacating the alley right-of-way is contingent upon the approval of Case REZ23-01.
2. All existing utilities located in the right-of-way which are subject to vacation shall be granted a blanket utility and access easement for the maintenance of such utilities.

The staff report from the March 14, 2023 Plan and Zoning Commission meeting is attached.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Backup Material	Alley Vacation Exhibit
🗋	Backup Material	Staff Report-P&Z 3-14-23
🗋	Backup Material	Application
🗋	Backup Material	Concept Plan
🗋	Backup Material	Vicinity, Zoning, & Future Land Use Map
🗋	Backup Material	Public Hearing Notice-Plan & Zoning Commission
🗋	Backup Material	Public Hearing Notice-Committee of the Whole

Backup Material	Neighborhood Meeting Presentation
Backup Material	Neighborhood Meeting Attendance
Backup Material	Public Comment-1724 W Locust Street
Backup Material	Public Comment-Vesole

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	3/30/2023 - 9:43 AM

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ROW23-01 BEING THE REQUEST OF MIDWEST FIDELITY PARTNERS LLC TO VACATE THE ALLEY RIGHT-OF-WAY LOCATED WEST OF NORTH DIVISION STREET BETWEEN WEST PLEASANT STREET AND HICKORY GROVE ROAD.

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:

The existing 20 foot alleyway within Block 1 of J.M.D. Burrow's Subdivision of a part of the East Half of the Southwest Quarter of Section 22, Township 78 North, Range 3 East of the 5th P.M., from the North ROW of Hickory Grove Road to the South ROW of W Pleasant Street to be vacated in Davenport, Scott County, Iowa.

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 _____

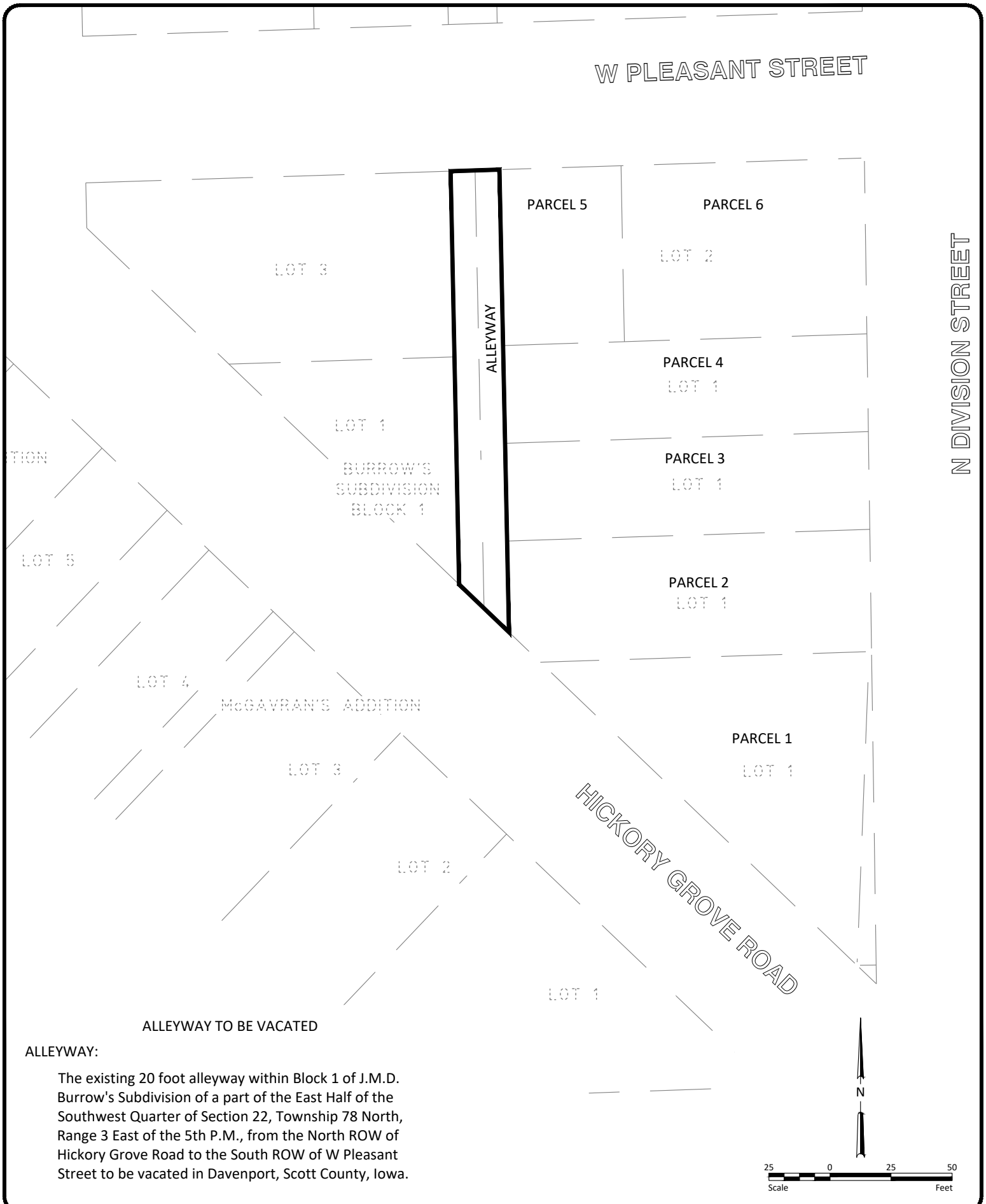
Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



ALLEYWAY TO BE VACATED

ALLEYWAY:

The existing 20 foot alleyway within Block 1 of J.M.D. Burrow's Subdivision of a part of the East Half of the Southwest Quarter of Section 22, Township 78 North, Range 3 East of the 5th P.M., from the North ROW of Hickory Grove Road to the South ROW of W Pleasant Street to be vacated in Davenport, Scott County, Iowa.

	Drawn by ZJH	Date 1-26-2023	SILVERSTAR CARWASH 1914 N DIVISION ST. DAVENPORT, IOWA	ALLEYWAY VACATION EXHIBIT PROJECT NO. 10904-0029	SHEET 1 OF 1
	Checked by JJJ	Scale AS SHOWN			

City of Davenport
Plan and Zoning Commission-Staff Report
March 14, 2023

Case ROW23-01: Request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of Division Street between Pleasant Street and Hickory Grove Road. [Ward 4]

Background:
Midwest Fidelity Partners LLC has requested a vacation of the north-south alley connecting West Pleasant Street to Hickory Grove Road.

Vacating the alley is connected to Case REZ23-01. The petitioner intends to redevelop the east half of the block for a car wash. Vacating the twenty-foot-wide alley creates a larger developable site and allows for the necessary setbacks and landscaping.

There are two residential properties that require access from the alley. However, the applicant intends to demolish all structures east of the alley to facilitate development of the car wash.

There are several utility poles located within the alley that serve the residential structures immediately adjacent to the alley. Mediacom Communications Corporation has indicated that the infrastructure can be relocated as part of the development process.

A legal description has been submitted by the applicant. The area to be vacated is approximately 3,580 square feet (.08 acres).

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 City Legal Department transacts the conveyance procedure.)

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

Abutting Future Land Use Designation:
The abutting properties are designated Commercial Node in the Davenport +2035 Future Land Use Map. The properties are also located within the Urban Corridor Overlay.

1. **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.

2. **Urban Corridor (UC) -** Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be developed to help guide future development decisions.

Abutting Zoning:
The abutting properties to the east are zoned R-4C Single-Family and Two-Family Central Residential District and C-2 Corridor Commercial District. The property to the west of the alley is zoned C-1 Neighborhood Commercial District.

1. **The R-4C Single-Family and Two-Family Central Residential Zoning District** is intended to preserve and protect Davenport's dense, centrally located, established urban residential neighborhoods. Standards of the R-4C District are intended to ensure that new development is complementary to the existing developed character of these neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-4C District.
2. **The C-1 Neighborhood Commercial Zoning District** is intended to provide for commercial uses that predominantly serve the needs of nearby residential neighborhoods, and that are compatible in scale and character with the surrounding residential area. Low intensity mixed-use is encouraged.
3. **The C-2 Corridor Commercial Zoning District** is intended to address the commercial corridors that are primarily oriented toward a mix of retail, personal service, and office uses along arterial streets and collector streets adjacent to arterials streets in the city. The C-2 District accommodates auto-oriented development – both individual businesses and retail centers – and mixed-use development, with the intent of improving the pedestrian environment along Davenport's commercial corridors.

Technical Review:
City Traffic Engineering: The City Traffic Engineer has stated the city has no concerns regarding vacation ROW23-01.

Storm Water. No storm water utilities are located in the alley; accordingly there will be no impact to stormwater infrastructure. The new development on private property adjacent to the east of this vacation shall be made to conform to all stormwater codes and requirements. There shall be no impact to the stormwater system as on-site detention will be provided per code.

Sanitary Sewer. Sewer is existing on this site and in the area; there shall be no impact to the sewer system.

Other Utilities. All utilities services located in the alley shall be granted a blanket utility and access easement for the maintenance of such utilities as conditioned in this report.

Emergency Services. The subject property is located approximately 200 feet east of Fire Station No. 6 at 1735 W. Pleasant St. Access to the business's on this block will be accessible to the Fire Department for their services.

Parks/Open Space. The proposed rezoning does not impact any parks or public open spaces.

Public Input:
The applicant held a neighborhood meeting at Johnson School, 1730 Wilkes Avenue, on February 16, 2023. The purpose of the neighborhood meeting was to discuss Case REZ23-01, Case ROW23-01, as well as the subsequent development of the site. Addresses within 200 feet of the request were invited to the meeting. City staff and elected officials were present to observe the discussion. Approximately twelve members of the public were in attendance. Concerns raised pertained to traffic, access points, parking requirements, landscaping, noise, and hours of operation. No comments were received specific to the right-of-way request.

Letters were sent to property owners within 200 feet of the proposed request notifying them of the February 28, 2023 Plan and Zoning Commission Public Hearing.

To date, staff received two written comments in support of the vacation request. One of the comments was from the current property owner of the subject property. No other comments have been received.

The P&Z Public Hearing was held on February 28th. No specific concerns regarding vacation ROW23-01 were mentioned at the Public Hearing.

Staff Recommendation:
Staff recommends the City Plan and Zoning Commission accept the listed finding to vacate the alley right-of-way located west of Division Street between Pleasant Street and Hickory Grove Road in Case ROW23-01 to the City Council with a recommendation for approval, subject to the following findings and conditions:

Finding:
1. The existing public alley 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.
3. Economic vitality will be strengthened in a stressed commercial neighborhood.

Condition:
1. Vacating the alley right-of-way is contingent upon the approval of Case REZ23-01.
2. All existing utilities located in the Right-of-Way which are subject to vacation shall be granted a blanket utility and access easement for the maintenance of such utilities.

Complete application can be emailed to planning@davenportiowa.com

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

Applicant (Primary Contact)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Owner (if different from Applicant)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Engineer (if applicable)
Name:
Company:
Address:
City/State/Zip
Phone:
Email:

Architect (if applicable)
Name:
Company
Address:
City/State/Zip:
Phone:
Email:

Attorney (if applicable)
Name:
Company:
Address:
City/State/Zip:
Phone:
Email:

Application Form Type:

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

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:

Total Land Area:

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: Date:

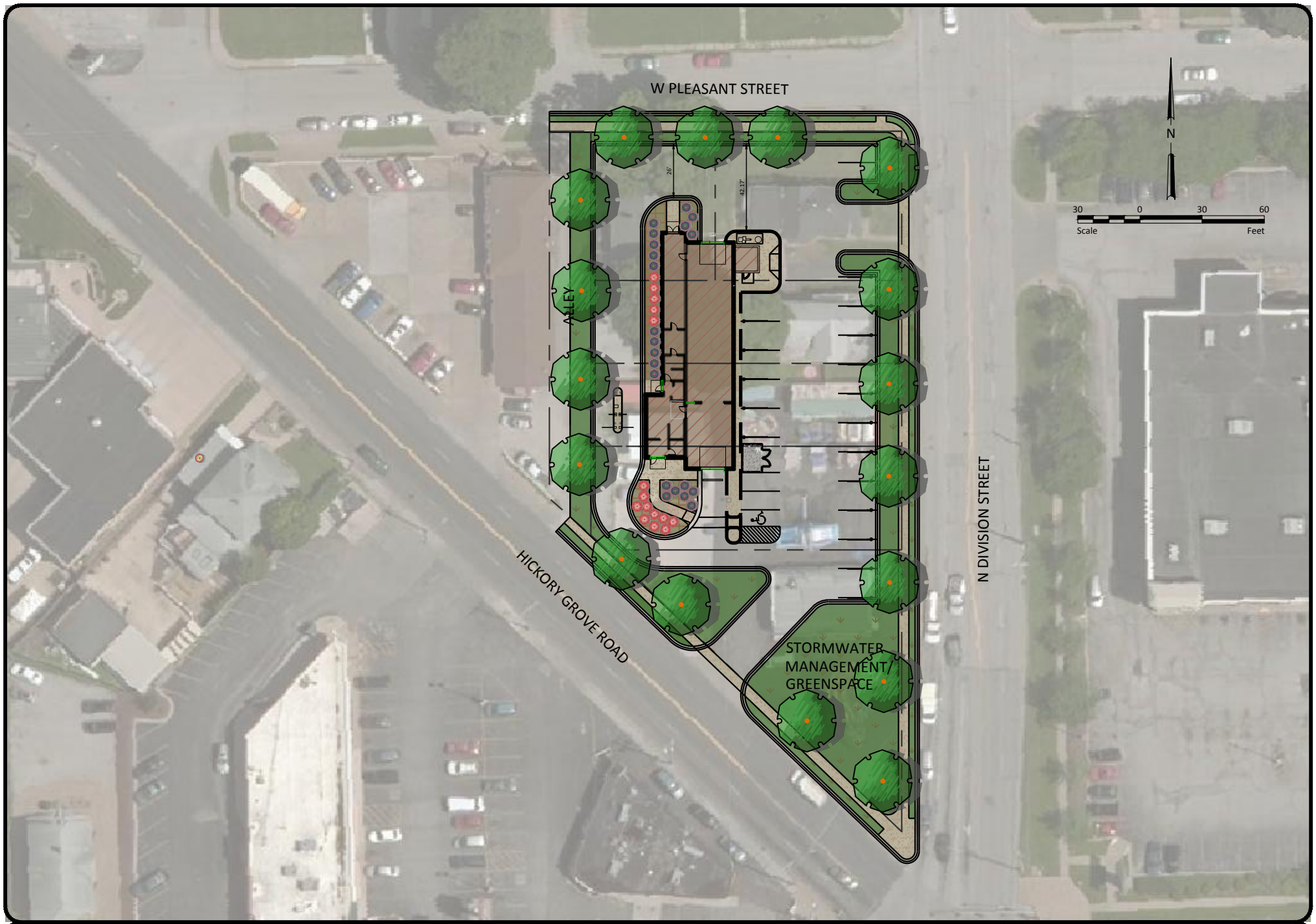
By typing your name, you acknowledge and agree to the aforementioned submittal requirements and formal procedure and that you must be present at scheduled meetings.

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.



H:\JBN\10300\10300\10300_0021 Quad Cities Test Fits\1914_N_DivisionSt\10300-0021 1914 N Division Concept 3.dwg-Layout1-10/27/2022 10:18 PM-(jjohnson)

Drawn by JJJ	Date 10-27-2022	SILVERSTAR CARWASH	SILVERSTAR CARWASH - THE SCOUT II MODIFIED MFP, INC 1914 N DIVISION STREET, DAVENPORT, IA
Checked by JJJ	Scale AS SHOWN		

CONCEPT PLAN

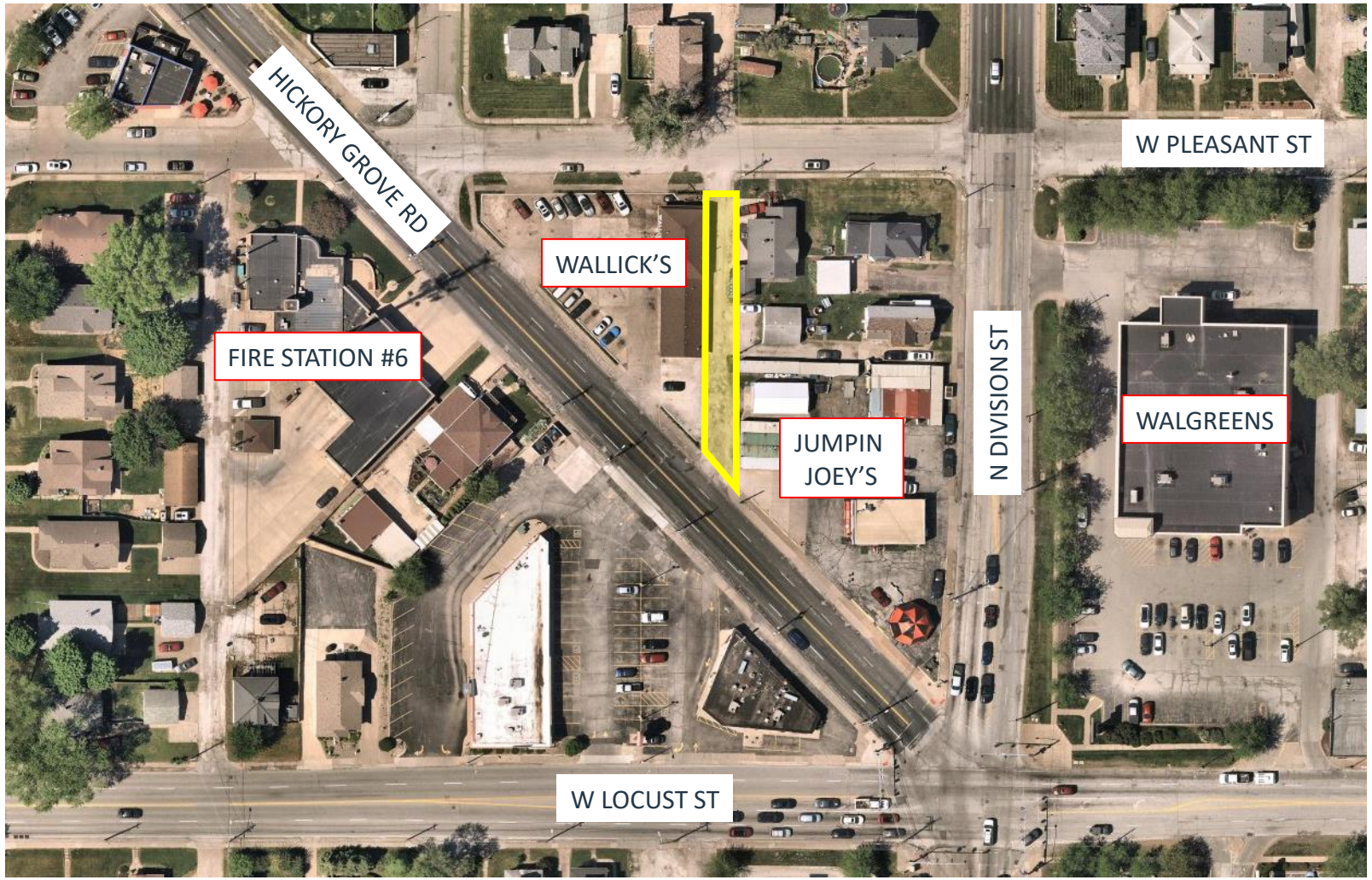
PROJECT NO. 10300-0021

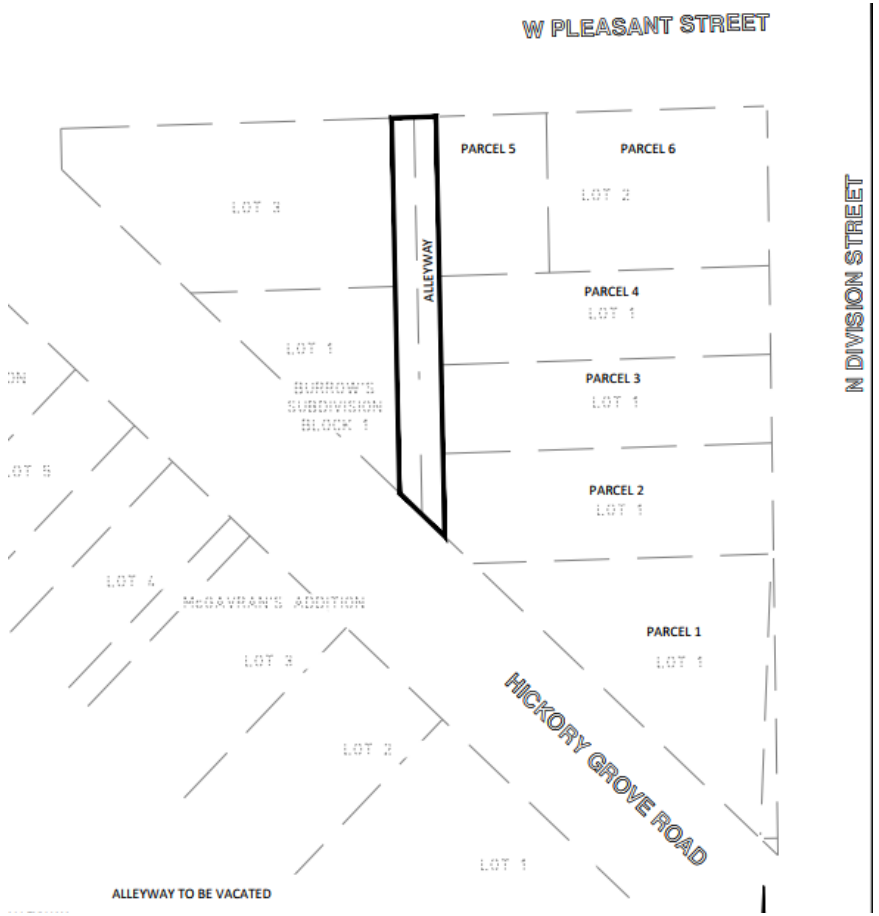
SHEET 1

HEI NO. PPPP-PPP

Vicinity Map

DAVENPORT
IOWA | USA



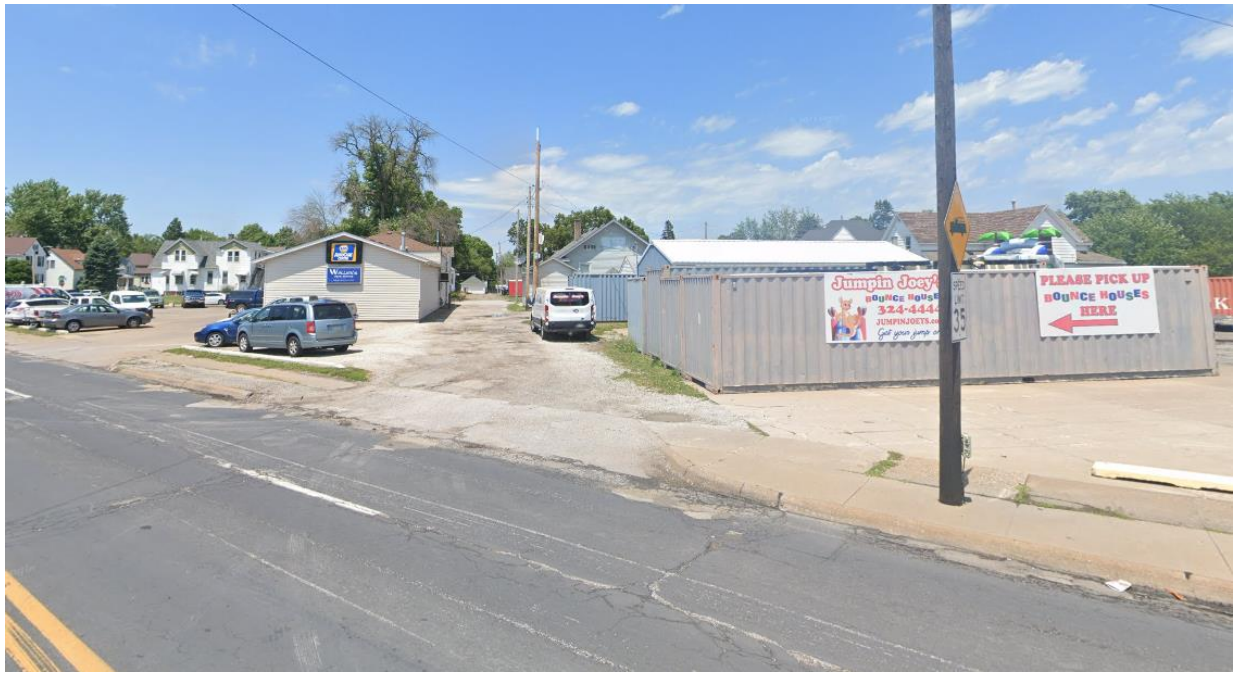


Alley

DAVENPORT
IOWA | USA

- **Purpose:** Vacate the alley to better facilitate development on the east half of the block.
- **Alley Dimensions:** 20 ft. in Width by 190 ft. in Length
- **Area to be Vacated:** 3,580 SF (.08 Acres)

View from Pleasant Street

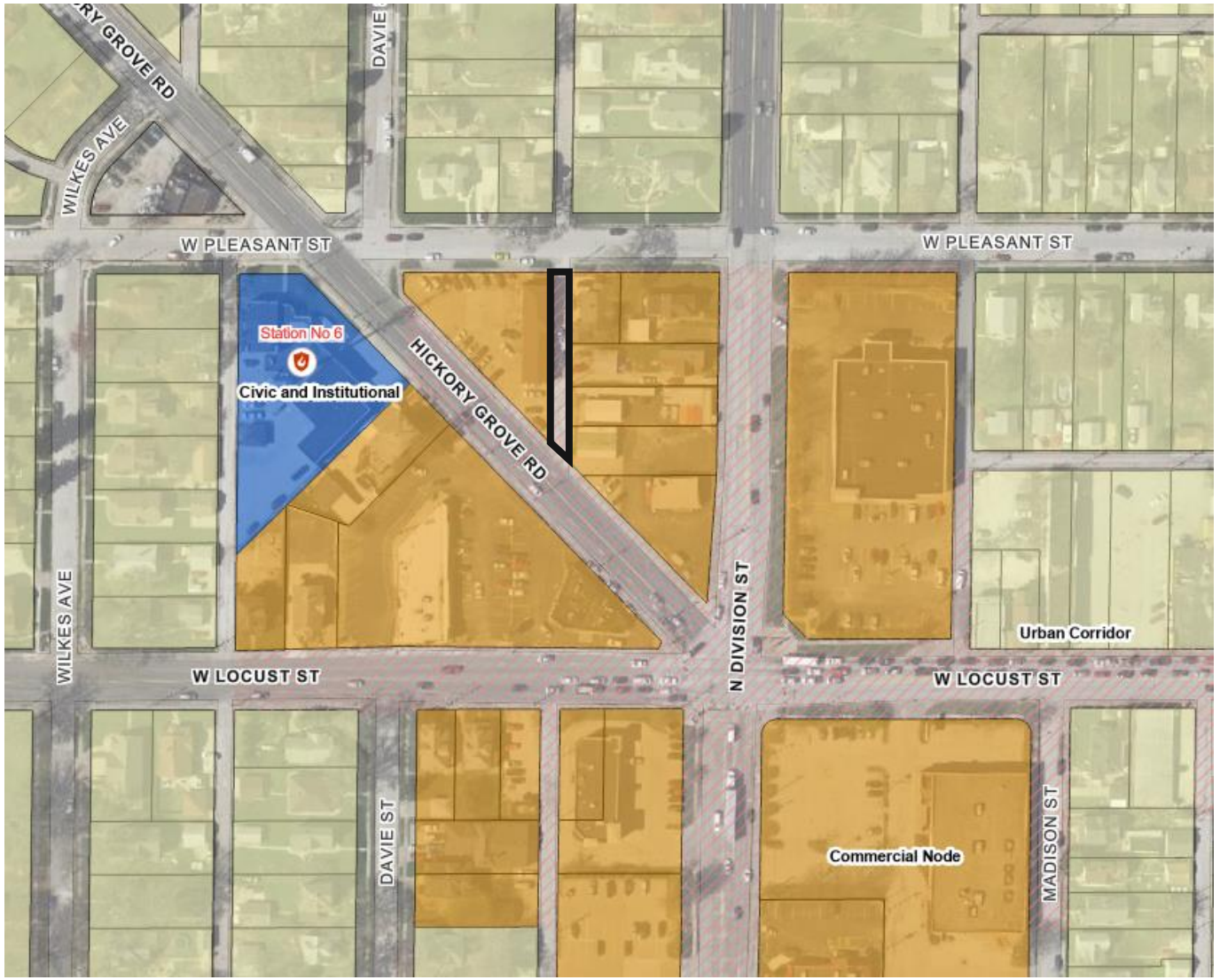


View from Hickory Grove Road

Zoning Map

DAVENPORT
IOWA | USA

Future Land Use Map



DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

Public Hearing Notice | Plan and Zoning Commission

Date: 2/28/2023
Time: 5 PM

Location: Council Chambers | City Hall | 226 W. 4th ST.
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 Division Street between Pleasant Street and Hickory Grove Road.

What is this About?
This notice is being sent to inform you that a public hearing will be held for a request to vacate alley right-of-way. The purpose of the vacation request is to facilitate development east of the alley.

Request/Case Description
Case ROW23-01: Request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of Division Street between Pleasant Street and Hickory Grove Road. [Ward 4]

What are the Next Steps after the Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on February 28, 2023. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on March 14, 2023. 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.

Right-Of-Way Vacation | Public Hearing Notice

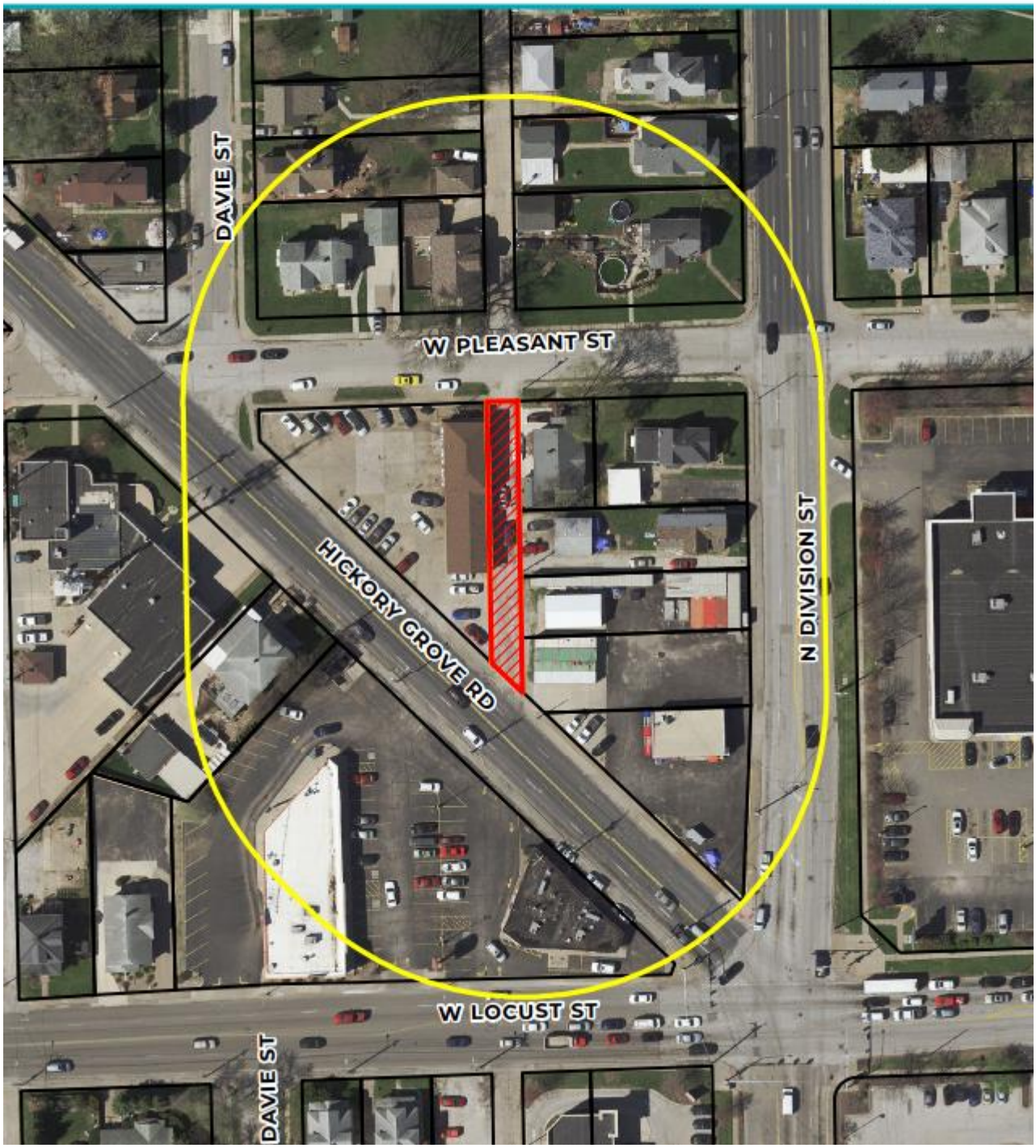
Case ROW23-01: Request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of Division Street between Pleasant Street and Hickory Grove Road. [Ward 4]

ROW Vacation

200' Notification Boundary

0 75 150

Feet



DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

Date: 4/5/2023
Time: 5:30 PM
Location: Council Chambers | City Hall | 226 W. 4th ST.
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 Division Street between Pleasant Street and Hickory Grove Road.

What is this About?
This notice is being sent to inform you that a public hearing will be held for a request to vacate alley right-of-way. The purpose of the vacation request is to facilitate development east of the alley.

Request/Case Description
Case ROW23-01: Request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of Division Street between Pleasant Street and Hickory Grove Road. [Ward 4]

At its March 14, 2023 meeting, the Plan and Zoning Commission recommended Case ROW23-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:
1. The existing public alley 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.
3. Economic vitality will be strengthened in a stressed commercial neighborhood.

Conditions:
1. Vacating the alley right-of-way is contingent upon the approval of Case REZ23-01.
2. All existing utilities located in the Right-of-Way which are subject to vacation shall be granted a blanket utility and access easement for the maintenance of such utilities.

What are the next steps?
The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, April 5, 2023 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

Would you like to submit an official comment?
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

Right-Of-Way Vacation | Public Hearing Notice

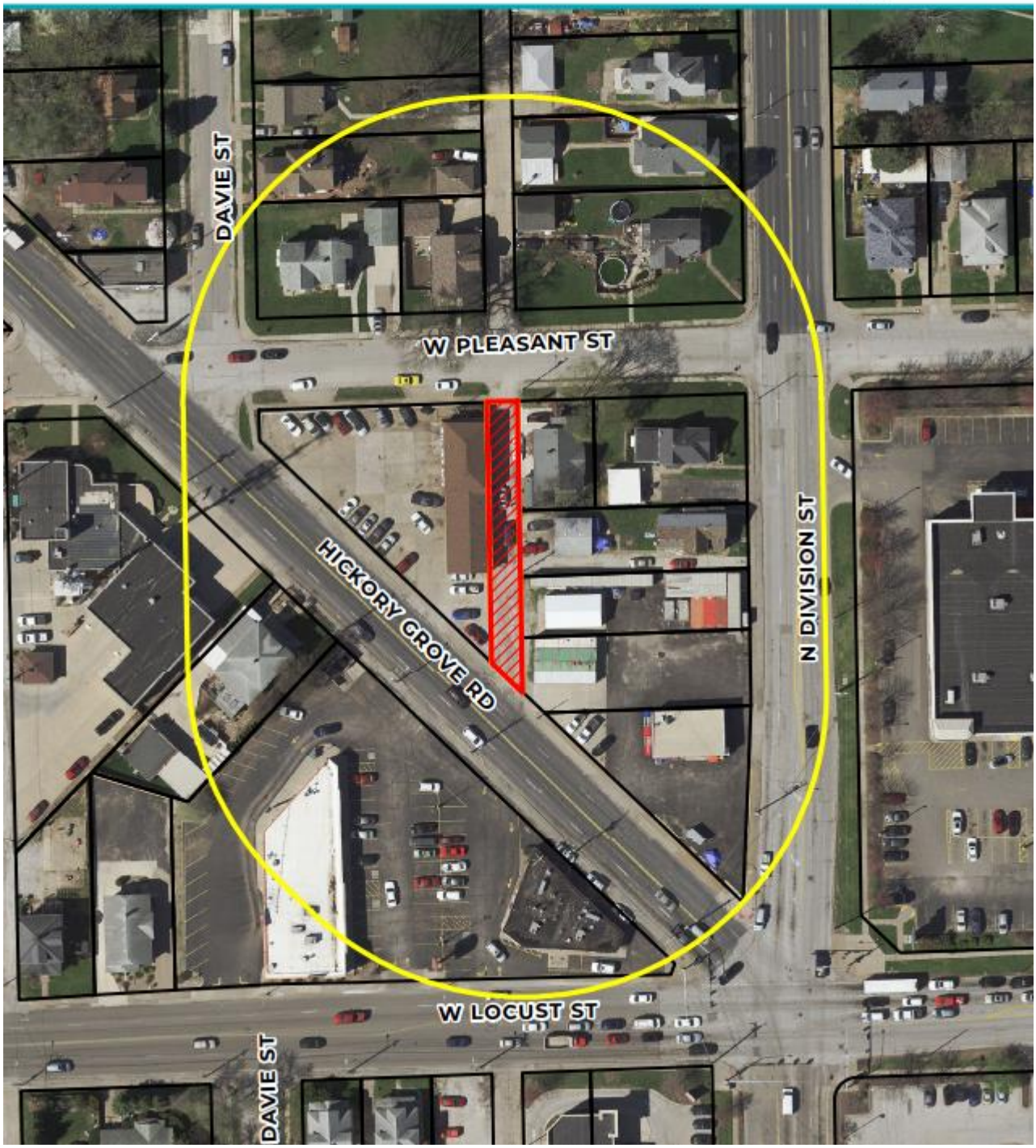
Case ROW23-01: Request of Midwest Fidelity Partners LLC to vacate the alley right-of-way located west of Division Street between Pleasant Street and Hickory Grove Road. [Ward 4]

ROW Vacation

200' Notification Boundary

0 75 150

Feet



SILVERSTAR

CAR WASH

NEIGHBORHOOD INFORMATIONAL MEETING

FEBRUARY 16, 2023

BRYAN SLAMA

SILVERSTAR CAR WASH

(BY PHONE IF NECESSARY)

MAGGIE MOTTO

CALISSE MCPHERSON

RTM ENGINEERING

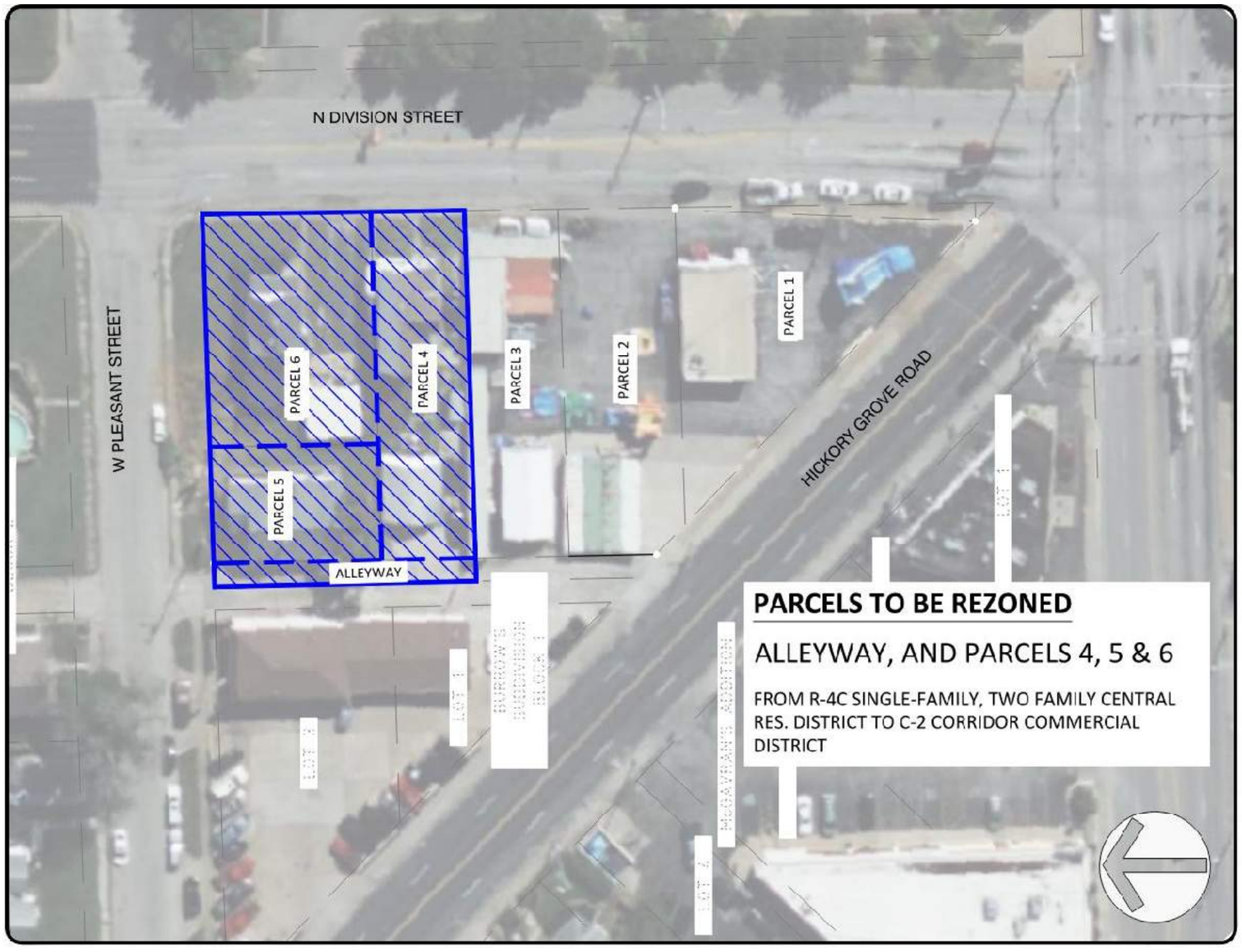
(SUPPORTING HOUSTON ENGINEERING)

HOUSTON engineering, inc.

ENGINEER OF RECORD

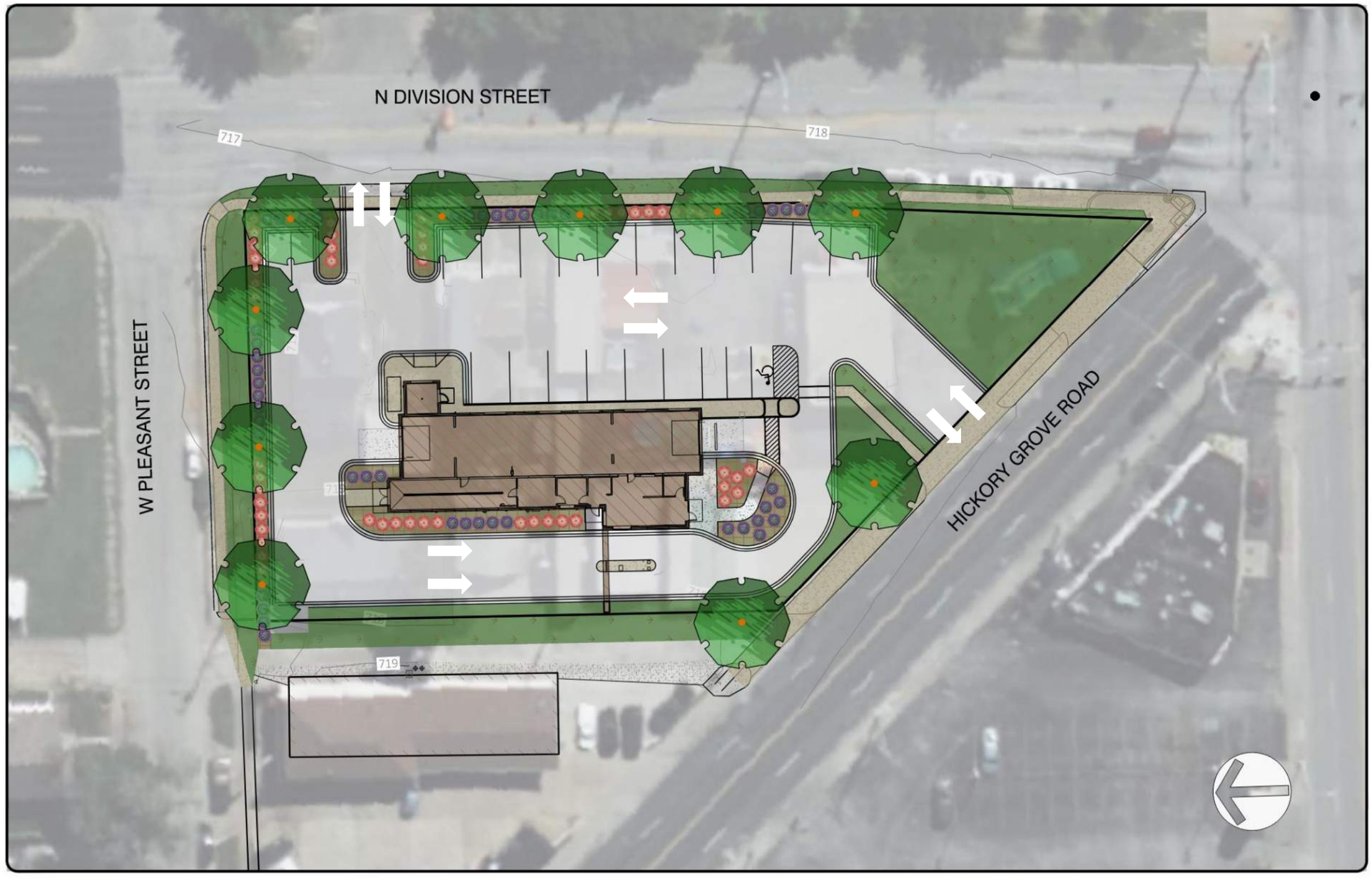
PRESENTATION TEAM

LOCATION MAP



REZONING EXHIBIT

ALLEY VACATION EXHIBIT


N DIVISION STREET
W PLEASANT STREET
HICKORY GROVE ROAD
717
718
719

SITE PLAN

1 **3D View 1**
Scale:

2 **3D View 2**
Scale:

ARCHITECTURAL PERSPECTIVE

PROJECT EXAMPLES

PROJECT EXAMPLES

SILVERSTAR CAR WASH

QUESTIONS?

Neighborhood Meeting Attendance List

Date: 2/16/23 Time: 5pm Location: Johnson School 1730 Wilkes Avenue

Case: REZ 23-01

The purpose of this meeting is to provide an **informal setting to allow courteous discussion** between the developer and adjacent owners, and to answer any questions and concerns about the proposed action. This meeting does not replace the Public Hearing.

	NAME	EMAIL:	PHONE: (optional)	ADDRESS (as shown on the notice map)
1	Bob Ingram	Bingram58@gmail	563.349.0341	
2	Alderman Robby Ortiz	Robby.Ortiz@davenportiowa.com	(563) 343-5993	
3	matt werderitch	planning@davenportiowa.com	563-888-2221	
4	Maggie Motto	RTM Engineering	Maggiemotto@rtmec.com	563-676-7355
5	Tom Dalton	TDALTON@RVHL COMMERCIAL.com	5635291752	
6	Scott Wallick	WallicksAuto@yahoo.com	324-3824	
7	Thomas Pilcher	TPS@LAC6MAIL.com	5635281415	
8	Connor von Hecke	Cvonhecke@gicias.com	563-424-8642	
9	Joe Van Hecke	infoejumpinjoeys.com	563-528-3000	
10	Brandon Bra	dtpawnshop@gmail.com	563-499-4443	
11	Lynn Pilcher	viptransportation65@gmail.com	563-528-1414	
12	Lisa Palmer	ldpalmer1968@gmail.com	563-528-1413	
13				
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SENT BY

John J Corelis (john.corelis@gmail.com)

MESSAGE FROM SENDER

Re: Case REZ23-01 and ROW23-01

I am the managing partner of 1724 Building, LLC located at 1724 West Locust Street and 1902 1904 North Division Davenport, Iowa adjacent to the real estate at 1711 W. Pleasant Street, 1930 & 1934 Division Street Davenport, Iowa which is subject to a rezoning request and the alley vacation.

1724 Building, LLC is in favor of the City granting the rezoning request and alley vacation and in total support of seeing this property sold and redeveloped into a car wash.

Rezoning the residentially zoned portion of the block makes a lot of sense and combining lots makes sense as will be allow the existing tracts to be cleaned up and put into a new use that will enhance the neighborhood.

Traffic flow will benefit and the use will be an enhancement to the existing businesses on my property.

Thank you for considering this request and ask that the granting of the rezoning be expedited.

John J Corelis
1724 Building LLC
Owner and Managing Member

SHARED ON

16-February-2023 01:26 PM PDT

Manage Your Account | Customer Support | Forums | Terms of Use | Report Abuse

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Adobe, 345 Park Ave., San Jose, CA 95110 USA

Werderitch, Matt

From: Rick Vesole <rvesole@gmail.com>
Sent: Tuesday, February 14, 2023 7:51 PM
To: Planning
Subject: [EXT] Rezoning request for 1711 W. Pleasant St, 1930 & 1934 Division St and alley vacation

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

ATTENTION: This is an external email.

Re: Case REZ23-01 and ROW23-01

Even though I am an interested party for this zoning request and alley vacation, I thought I would submit this email to let you know that I support both applications.

In addition, it seems to make sense that the 3 residential zoned properties should be zoned commercial, since all the other parcels in that block are zoned C-1 or C2, and since the adjacent properties to the east, south and southwest are also C-2. To keep the block part residential and part commercial doesn't make sense to me.

Also, I see no reason not to vacate the alley - with the triangular shape of that block, it makes sense to eliminate the alley cutting though it, and it would probably be safer for the traffic on Hickory Grove and W. Pleasant St . to not have the alley cutting through.

Thank you

Richard Vesole
for Richard I. Vesole 401(k) Profit Sharing Plan an First Financial Group, L.C.

City of Davenport

Department: Community Development Committee
Contact Info: Laura Berkley | 563-888-3553

Action / Date
4/26/2023

Subject:
Resolution of support for Case ANX23-01 for the annexation of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road to the City of Davenport, Iowa (RIVALDD Farms, Inc, Petitioner). [Adjacent to Ward 8]

Recommendation:
Adopt the Resolution.

Background:
RIVALDD Farms, Inc has presented a petition for the annexation of Parcels #932907002, #932923001, #932939001, #932833001, and #932817002. The 182.35 acre tract of land is located south of Slopertown Road and west of Hillandale Road (see attached location map).

There is no development planned for the property at this time. The Davenport +2035 Comprehensive Plan included this land within the Urban Service Boundary and has identified the future land use as Industry.

Annexations in Iowa must be approved by the State of Iowa's City Development Board (CDB). It is anticipated the Board will consider this matter at its May 10, 2023 meeting.

This was originally approved at the March 22, 2023 City Council Meeting. There was an issue with publication of the notice by the *Quad-City Times* that resulted in not meeting the City Development Board's requirement of publishing ten business days prior to City Council action.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Annexation Map-City Limit Overview
🗋	Backup Material	Annexation Map-RIVALDD Farms, Inc. Property
🗋	Backup Material	Voluntary Annexation Application

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Admin, Default	Approved	4/13/2023 - 12:42 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION of support for Case ANX23-01 for the annexation of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road to the City of Davenport, Iowa (RIVALDD Farms, Inc, Petitioner).

WHEREAS, RIVALDD Farms Inc is the owner of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road, legally described as follows:

Parcel #932907002:

The Northeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road. (17.53 Acres)

Parcel #932923001:

The Southeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa. (41 Acres)

Parcel #932939001:

The Northeast Quarter of the Southeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa. (40.77 Acres)

Parcel #932833001:

The Northwest Quarter of the Southwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa. (40.3 Acres)

Parcel #932817002:

The West Half of the Northwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road. (42.75 Acres); and

WHEREAS, the annexation will extend to the centerline of Slopertown Road to the north; and

WHEREAS, the City desires to annex this territory to the City's corporate limits in order to accommodate future development; and

WHEREAS, Section 368.7 of the Code of Iowa provides for the voluntary annexation of territory adjoining the incorporated area of a municipality; and

WHEREAS, pursuant to the Code of Iowa, the City mailed notice of the application via certified mail, at least fourteen business days prior to the anticipated action of the City Council on the application, to the council of each city whose boundary adjoins the territory or is within two miles of the territory (in this case the City of Eldridge), to the board of supervisors of each county which contains a portion of the territory (in this case Scott County), each affected public utility (in this case CenturyLink, Iowa-American water, REC Eastern Iowa, MediaCom, and MidAmerican Energy Company), and to the regional planning authority of the territory (in thiscase the Bi-State Regional Commission); and further, notice of the application was published in an official county newspaper in each county which contains a portion of the territory (in this case the *Quad-City Times*).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the petition for annexation of the area shown on the attached map and legally described above be, and the same 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; and

BE IT FURTHER RESOLVED that City staff is directed to provide appropriate documentation of this action for review and approval by the City Development Board of the State of Iowa, and that the City Clerk be and is hereby authorized and directed to file a certified copy of this resolution and attachments with the Scott County Recorder, and the Iowa Secretary of State.

Passed and approved this 26th day of April, 2023.

Approved:

Mike Matson
Mayor

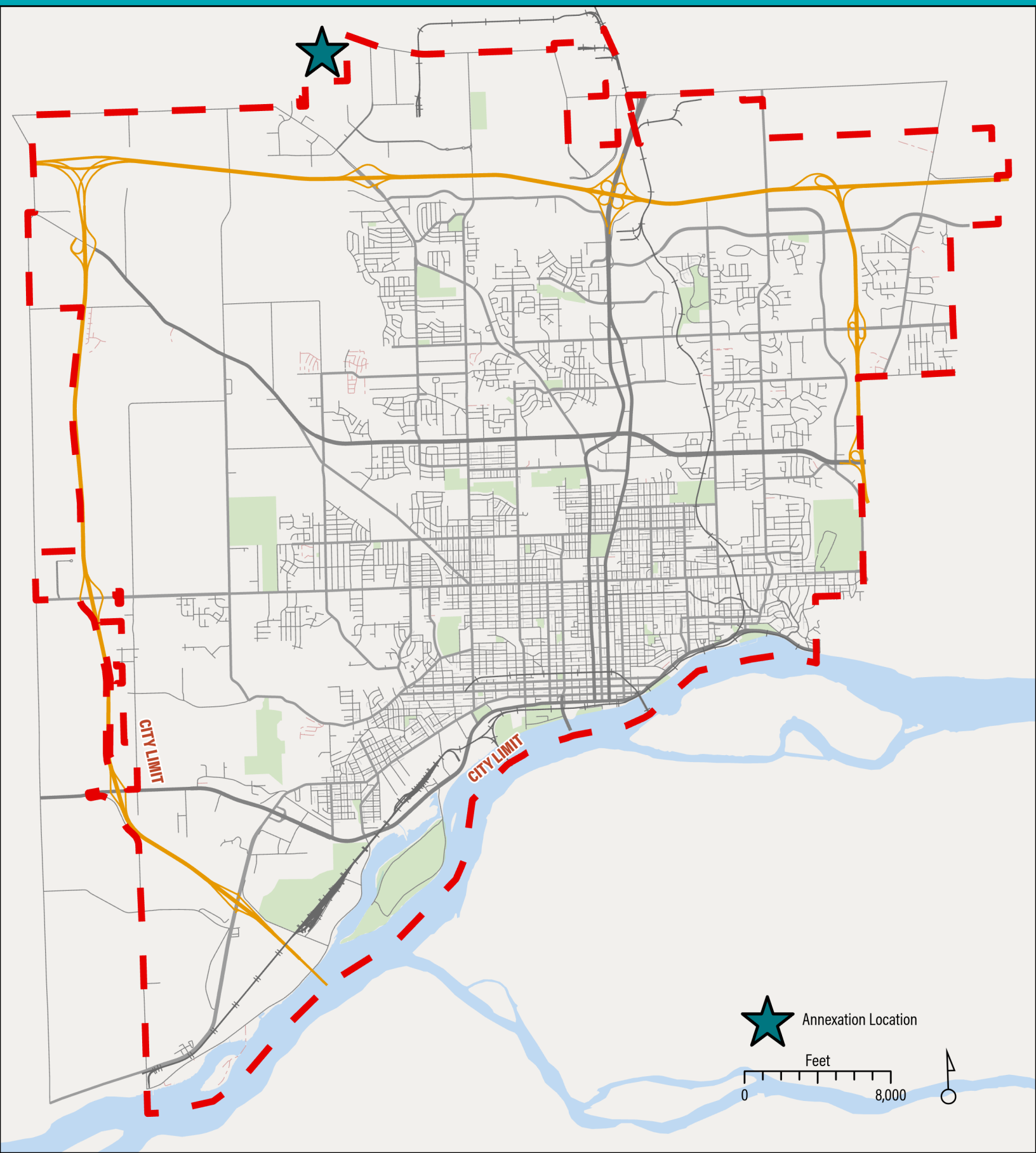
Attest:

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT
IOWA | USA

Annexation Proposal

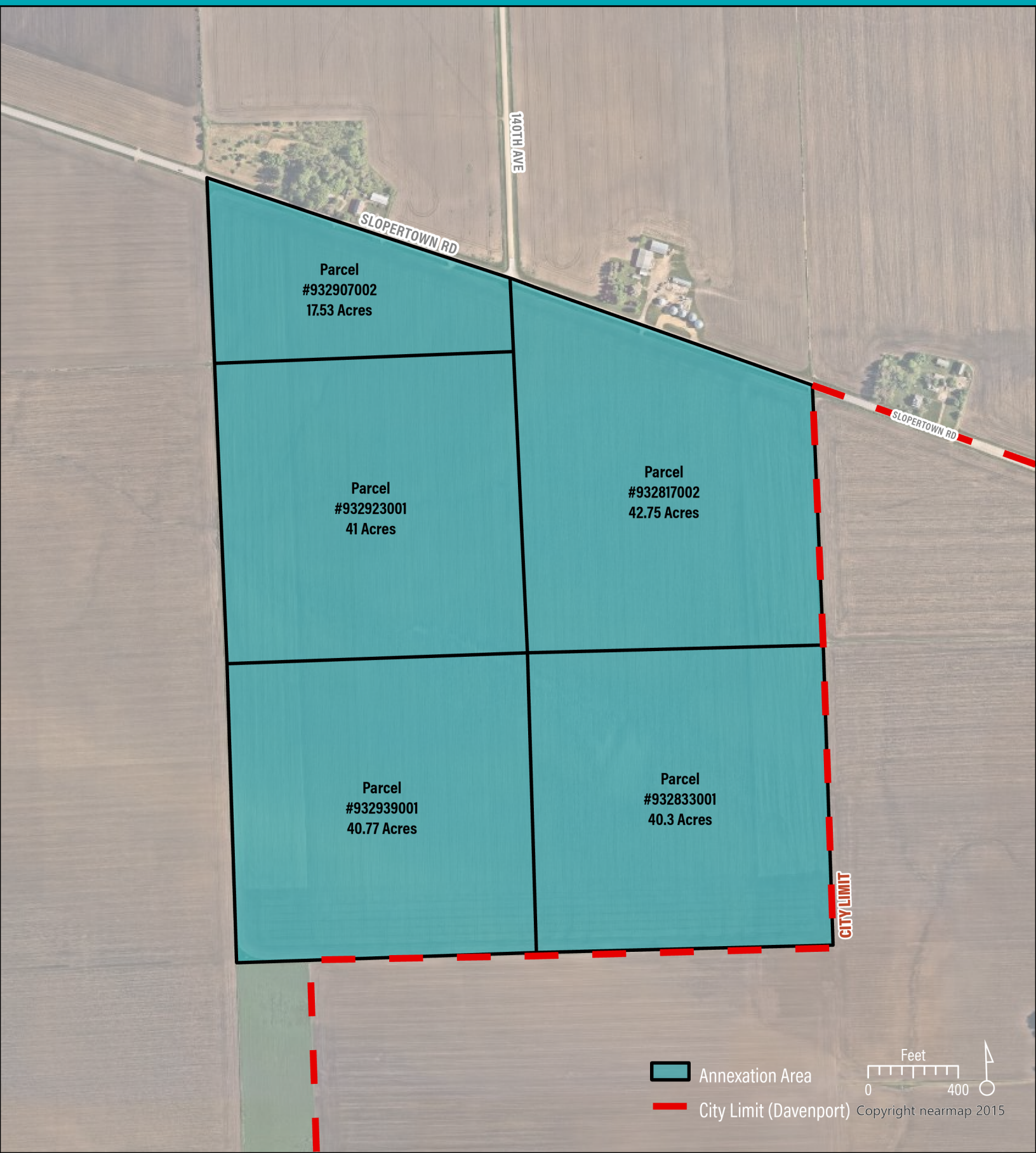
Location



THE CITY OF
DAVENPORT
IOWA | USA

Annexation Proposal

Parcels: #932907002, #932923001,
#932939001, #932833001, & #932817002



City of Davenport, Iowa

VOLUNTARY ANNEXATION APPLICATION

To the Council of the City of Davenport, Iowa:

We, being all of the owners of the following described territory adjoining the City of Davenport, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Davenport, Iowa. Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

Legal Description:

Parcel #932907002:
The Northeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road.

Parcel #932923001:
The Southeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa.

Parcel #932939001:
The Northeast Quarter of the Southeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa.

Parcel #932833001:
The Northwest Quarter of the Southwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa.

Parcel #932817002:
The West Half of the Northwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road.

Property Owner(s): RIVALDD Farms, Inc.

Applicant / Contact: Dennis Kay, President

Phone Number: 563-579-7282

Email: rivalddfarms@icloud.com

Signed by: _____ ***Date:*** 02/23/2023

Dennis Kay, President, RIVALDD Farms, Inc. (Property Owner)

Signed by: _____ **Date:** 02/28/2023
(Property Owner)

Note: no other signature may be substituted for the Property Owner's Signature.)

And: _____ **Date:** _____
(Applicant/Contact)

Original Signatures are Required

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

STATE OF IOWA

COUNTY OF SCOTT

On this 23 day of February, 2023, before me, a Notary Public in and for Scott County, Iowa, personally appeared Dennis Kay, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

LORI NELSON
Notarial Seal - Iowa
Commission # 723010
My Commission Expires 6-20-24

_____
Notary Public in and for Scott County, Iowa

STATE OF IOWA

COUNTY OF SCOTT

On this _____ day of _____, 20____, before me, a Notary Public in and for Scott County, Iowa, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

_____
Notary Public in and for Scott County, Iowa

City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Gary Statz | 563-326-7754 **4/26/2023**

Subject:
Third Consideration: Ordinance amending Schedule I Snow Routes of Chapter 10.96 entitled "Schedules" by deleting various streets throughout the city therefrom. [Wards 1, 3, & 8]

Recommendation:
Adopt the Ordinance.

Background:
The following streets are being proposed for removal as snow routes:

- Beiderbecke Drive from Marquette Street to Brady Street
- Research Drive from Research Parkway to the dead end
- Johnson Avenue from Fairmount Street to Gayman Avenue
- Gayman Avenue from Johnson Avenue to Rockingham Road
- Belle Avenue from 57th Street to 58th Street
- Heather Avenue from 57th Street to 58th Street
- 57th Street from Belle Avenue to Heather Avenue

Beiderbecke Drive no longer needs to be a snow route because there aren't activities along that corridor that would require the street to be plowed sooner than other streets. All of the other streets are very close to other snow routes so the people who live or work on those streets are within a block of another snow route.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	3/10/2023 - 10:43 AM

ORDINANCE NO. _____

ORDINANCE AMENDING SCHEDULE I SNOW ROUTES OF CHAPTER 10.96 ENTITLED "SCHEDULES" BY DELETING VARIOUS STREETS THROUGHOUT THE CITY THEREFROM.

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

Section 1. That Schedule I Snow Routes of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by deleting the following:

Beiderbecke Drive from Marquette Street to Brady Street
Research Drive from Research Parkway to the dead end
Johnson Avenue from Fairmount Street to Gayman Avenue
Gayman Avenue from Johnson Avenue to Rockingham Road
Belle Avenue from 57th Street to 58th Street
Heather Avenue from 57th Street to 58th Street
57th Street from Belle Avenue to Heather Avenue

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
4/26/2023

Subject:
Resolution approving a street closure request for the listed dates and times to hold an outdoor event.

Top Notch Productions, Inc; Riverfront Pops 2023; LeClaire Park; 8:00 a.m. Friday, August 25, 2023 – 12:00 p.m. Sunday, August 27, 2023; **Closures:** Ripley and Harrison Streets south of River Drive. [Ward 3]

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Riverfront Pops Closure Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/14/2023 - 9:44 AM

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

RESOLUTION approving a street closure request for the listed dates and times to hold an outdoor event.

Top Notch Productions, Inc; Riverfront Pops 2023; LeClaire Park; 8:00 a.m. Friday, August 25, 2023 – 12:00 p.m. Sunday, August 27, 2023; ***Closures:*** *Ripley and Harrison Streets south of River Drive. [Ward 3]*

WHEREAS, the City, through its Special Events Policy, has accepted the above application for an event on the listed date and time that is requesting street closures; and

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

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

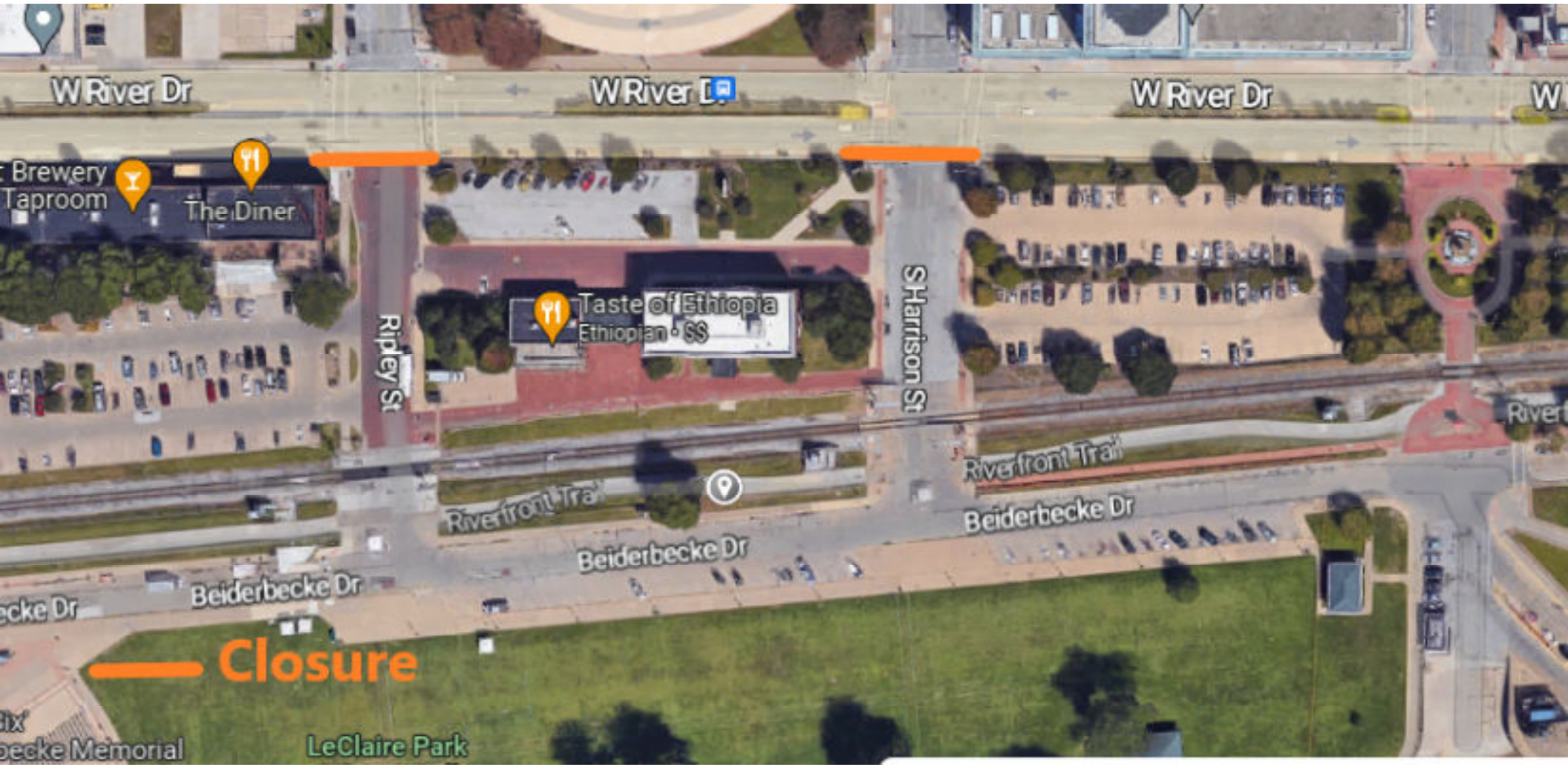
Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk


W River Dr
W River Dr
W River Dr
Brewery
Taproom
The Diner
Taste of Ethiopia
Ethiopian · $$
Ripley St
S Harrison St
Riverfront Trail
Riverfront Trail
Beiderbecke Dr
Beiderbecke Dr
Beiderbecke Dr
Closure
LeClaire Park

City of Davenport

Department: City Clerk **Action / Date**
Contact Info: Brian Krup | 563-326-6163 **4/26/2023**

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

Mississippi Valley Blues Society; Rock 'n' River Rally; LeClaire Park; Saturday, June 24, 2023 11:00 a.m. - 9:30 p.m.; Outdoor music/bands, over 50 dBA. [Ward 3]

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 12:00 p.m. - 11:30 p.m. Friday, July 28, 2023; Outdoor music/bands, over 50 dBA. [Ward 5]

Top-Notch Productions, Inc; Riverfront Pops 2023; LeClaire Park; Saturday, August 26, 2023 8:00 a.m. - 4:00 p.m. (rehearsals) and 7:30 p.m. - 10:30 p.m. (event); Outdoor music, over 50 dBA. [Ward 3]

Recommendation:
Pass the Motion.

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

The Heights of the Era | Council originally approved the noise variance at the March 22 City Council Meeting. The Deputy City Clerk was advised that the event will no longer be taking place on Saturday, July 29, and will be starting at 12:00 p.m. instead of 3:00 p.m. on Friday, July 28.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/13/2023 - 3:10 PM

City of Davenport

Department: Public Safety **Action / Date**
Contact Info: Jamie Swanson | 563-326-7795 **4/26/2023**

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

Dam Tacos (Dam Tacos, LLC) – 418 East 2nd Street – New License – License Type: Class C Liquor (On-Premises)

German American Heritage Center (German American Heritage Center) - 712 West 2nd Street Parking Lot - Outdoor Event June 13 - License Type: Special Class C Beer/Wine (On-Premises)

German American Heritage Center (German American Heritage Center) - 712 West 2nd Street - Premises Update for Entire Building - License Type: Special Class C Beer/Wine (On-Premises)

Newman's Nightclub & Lounge (Newman's Arcade & Amusement, LLC) – 822 West 2nd Street - New License – License Type: Class C Liquor (On-Premises)

Ward 5

Rudy's Tacos (LaRosa, S.A., Inc) – 2214 East 11th Street – Temporary Outdoor Area May 6 – License Type: Class C Liquor (On-Premises)

Ward 6

The Gypsy Highway Bar and Grill (The Gypsy High Corp) - 5320 Corporate Park Drive - Outdoor Event May 17, June 21, July 19, August 16 - License Type: Class C Liquor (On-Premises)

Flip's Pancake House (Two Guys, LLC) - 4751 Progress Drive - New License - License Type: Class C Liquor (On-Premises)

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

Ward 1

Frackie's (Frackie's Pub, Inc) - 2820 Rockingham Road - License Type: Class C Liquor (On-Premises)

Ward 2

California Pho (Binh Van Nguyen) - 3559 West Kimberly Road #4,5,6 - License Type: Special Class C Beer/Wine (On-Premises)

Hickory Creek Event Center (Chariot, LLC) - 3504 Hickory Grove Road - License Type: Class C Liquor (On-Premises)

Hy-Vee Food & Drugstore #2 (Hy-Vee, Inc) - 2200 West Kimberly Road - License Type: Class E Liquor (Carry-Out)

Probstei Inn Bar & Grill (Mayberry Homestead, Inc) - 6315 West Kimberly Road - License Type: Class C Liquor (On-Premises)

Ward 3

Boozie's Bar and Grill (BZE Holdings, Inc) - 114 1/2 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Fandoms Bar (W3, LLC) - 1460 West 3rd Street - License Type: Class C Liquor (On-Premises)

Half Nelson (Bucktown Restaurant Company, LLC) - 321 East 2nd Street #100 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Sam's Food (Sam Food, LLC) - 648 North Marquette Street - License Type: Class E Liquor (Carry-Out)

Sippi's Restaurant (Sippi's, Inc) - 406 West 2nd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Ganzo's (Ganzo's, Ltd) - 3923 North Marquette Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Los Portales Mexican Restaurant 2, Inc (Los Portales Mexican Restaurant 2, Inc) - 1012 East Kimberly Road - License Type: Class C Liquor (On-Premises)

Sancho's (Lorbil Enterprises, Inc) - 307 East George Washington Boulevard - License Type: Class C Liquor (On-Premises)

Ward 8

Love's Travel Stop #476 (Loves Travel Stops & Country Stores, Inc) - 8255 Northwest Boulevard - License Type: Class B Beer (Carry-Out)

Recommendation:
Pass the Motion.

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

REVIEWERS:

Department	Reviewer	Action	Date

Public Safety	Admin, Default	Approved	4/14/2023 - 4:53 PM

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for Village of East Davenport Lighting project, CIP #60037. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
The Village of East Davenport Board of Directors is seeking to upgrade the lights throughout the Village. This project's objective is to replace all poles and fixtures and reuse existing concrete foundations as much as feasible. The new fixtures will be LED and maintain the colonial style. The electrical system's voltage is being upgraded as part of this project to accommodate the new outlets. The engineer's project estimate is $331,380.

This project will be paid using General Obligation Bonds set aside in the Capital Improvement Program.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	4/12/2023 - 11:57 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:58 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 1:33 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 Village of East Davenport Lighting project, CIP #60037.

WHEREAS, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Village of East Davenport Lighting 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 Village of East Davenport Lighting project.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution awarding a professional services agreement for engineering services for the Water Pollution Control Plant (WPCP) Digester Operational Study to HR Green of Cedar Rapids, Iowa in an amount not-to-exceed $109,900. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
In accordance with Iowa Department of Natural Resources requirements, biosolids are treated at the WPCP with anaerobic digesters. Methane from the digestion process is utilized for electrical generation by two engines while the treated biosolids are utilized by the Compost facility. The digesters and electrical generators are nearing the end of their design period. A wastewater consultant is needed to review the existing system and make recommendations for repairs and upgrades to the mixing system, heating elements, structures and gas holding covers, control system as well as the electrical generating equipment. This study will be utilized for prioritization of future capital improvement projects and process efficiencies.

Funding is available through WPCP Operating Funds and the Sewer Fund.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 10:58 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a professional services agreement for engineering services for the Water Pollution Control Plant (WPCP) Digester Operational Study to HR Green of Cedar Rapids, Iowa in an amount not-to-exceed $109,900.

WHEREAS, a wastewater consultant is needed to review the existing system and make recommendations for repairs and upgrades to the mixing system, heating elements, structures and gas holding covers, control system, and the electrical generating equipment; and

WHEREAS, this study will be utilized for prioritization of future capital improvement projects and process efficiencies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a professional services agreement for engineering services for the Water Pollution Control Plant (WPCP) Digester Operation Study is hereby awarded to HR Green of Cedar Rapids, Iowa in an amount not-to-exceed $109,900.

Passed and approved this 26th day of April, 2023.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT

For

Davenport, IA – WPCP Digester Study

Brian Schadt, City Engineer/Deputy Director Public Works
City of Davenport
1200 E 46th Street
Davenport, IA 52807

Andrew Marsh, P.E., Vice President
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
HR Green Project Number: 2302272

April 7, 2023

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6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between City of Davenport, IA (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

See attached WPCP Digester Proposal Letter dated April 7, 2023

1.2 Design Criteria/Assumptions

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

See attached WPCP Digester Proposal Letter dated April 7, 2023

3.0 Deliverables and Schedules Included in this Agreement

See attached WPCP Digester Proposal Letter dated April 7, 2023

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

See attached WPCP Digester Proposal Letter dated April 7, 2023

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

See attached WPCP Digester Proposal Letter dated April 7, 2023

6.0 Client Responsibilities

See attached WPCP Digester Proposal Letter dated April 7, 2023

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of $109,900

The engineering services fee associated with the alternative scope item is not included at this time and can be added by amendment.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Andrew Marsh, P.E.

Approved by:

Printed/Typed Name: Andrew Marsh, P.E.

Title: Vice President Date: April 7, 2023

CITY OF DAVENPORT, IA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

HRGreen®

8710 Earhart Lane SW
Cedar Rapids, IA 52404
Main 319.841.4000 + **Fax** 713.965.0044

HRGREEN.COM

April 7, 2023

Brian Schadt, City Engineer/Deputy Director Public Works
City of Davenport
1200 E 46th Street
Davenport, IA 52807

Subject: WPCP Digester

Dear Brian:

Thank you for contacting HR Green and requesting a proposal for engineering services related to the WPCP digester.

Understanding

The Davenport Water Pollution Control Plant (WPCP) treats wastewater from Davenport, Bettendorf, Panorama Park and Riverdale. The WPCP consists of main lift, screening, grit removal, primary clarification, aerobic and anerobic treatment, secondary clarifiers and UV disinfection. Biosolids are treated with 4 anaerobic digesters consisting of:

- Digesters 1 and 2, which are 70' Diameter units with floating covers that were constructed in 1987 (currently 36 years old) and
- Digesters 3 and 4, which are 85' Diameter units with membranes and dome covers that were originally constructed in 1993. The membrane for Digester 4 was replaced in 2017, and Digester 3 had its membrane replaced in 2018.

Two engines utilize biogas and create power. The power is used in the WPCP and excess power is sold to the grid utilizing a MidAmerican Green Energy Credit.

Digesters 1 and 2 are each partially mixed with a recirculation pump and a heat exchanger. The heat exchanger uses heat from the engine generators. Digesters 1 and 2 have a target temperature of 100 degrees Fahrenheit. Digester 1 is currently out of service and has been recently cleaned and visually inspected by plant staff.

Digesters 3 and 4 are each mixed with 3 external draft tube mixers with heat exchangers (3 external draft tube mixers x 2 digesters = 6 external draft tube mixers total). The draft tube mixers are set at 120 degrees from each other around the circumference of the digester. Two of the draft tube mixers are located within the interior of the control and electrical building. Digesters 3 and 4 are heated with heat from the engine generators supplied to the draft tube heat exchangers. The target temperature for Digesters 3 and 4 is 102 degrees Fahrenheit.

The two CAT engines have heat recovery from the engine and the exhaust. Approximately 30% of the heat from the CAT engines comes from exhaust heat recovery. The remaining 70% of the heat comes from engine heat jackets. An after cooler loop in the aeration basins help cool engine intake air in the summertime.

The digesters collectively produced an average volume of 444,000 CF/day of biogas in January 2023 with approximately 65% methane.

The City has currently budgeted $950,000 in 2025, $810,000 in 2027 and $1.31M in 2028 for a total of $3.07M for cleaning, repair and replacement of digester equipment at the WPCP.

We understand the WPCP Digester are experiencing the following issues/concerns:

1. Mixing - There is an urgent need to repair or replace the failing external draft tube mixers (typical 6 locations). The draft tube mixers that are inside the control and electrical room are showing obvious signs of deterioration, and attempts over the years to patch and repair the draft tube mixers are showing signs of failure. Leaks from the draft tube mixers pose a health and safety risk to operation and maintenance staff, risk damage to the control room equipment and risk failure of the anaerobic digester treatment process. The external draft tube mixers located outside pose less of a risk to staff and equipment but can be anticipated to be in similar condition and have the same risk of a failure disrupting the treatment process. The City does not want to put, "good money after bad" and repair or replace the draft tube mixers unless the draft tube mixers are determined to be the preferred solution for mixing Digesters 3 and 4 in the long-term. A comparison of mixing technologies, advantages, disadvantages and life cycle costs is needed to first determine the long-term mixing strategy before investing in the repair or replacement of the mixers. The WPCP is in the process of procuring gas monitors to alert WPCP staff in the digester control room of poor air quality.

2. Heat & Engines – There are numerous issues with the systems used to heat Digesters 1 through 4 including the following:
   a. Digesters 1 and 2 are unable to achieve the target temperature of 100 degrees Fahrenheit in the wintertime.
   b. Digesters 3 and 4 are unable to achieve the target temperature of 102 degrees Fahrenheit in the wintertime.
   c. Heat from both engines is needed to heat the digesters in the wintertime. If one engine is out of service for any reason in the winter, there is insufficient heat.
   d. There is no redundant source of heat.
   e. The cooling loop to the aeration basin is not working properly.
   f. The vapor phase valve is only working properly on one engine.
   g. The condition of the heat exchangers is suspected to be poor due to age and inability to achieve target temperatures.

   The two CAT engine generators are showing signs of their age and wear and tear of continuous operation. The equipment life issues are compounded by supply chain issues for parts. Every 10,000 hours, each engine is serviced at a current cost of $140,000. Every 30,000 hours, each engine is serviced at a current cost of approximately $250,000. Engine 2 is currently overdue for a 10,000-hour service that has been delayed because of backordered parts. As a result, the engine is burning excessive amounts of oil which is costly to operate and maintain and jeopardizes additional damage to the engine. WPCP staff are planning to take engine 2 out of service for maintenance March 31, 2023, for the 10,000-hour service work, but the availability of parts at this time is not guaranteed.

3. Digesters and covers – None of the digesters have been inspected in recent history by a structural engineer to evaluate and assess the current condition and remaining design life of the structure and cover. The condition of the structures and covers is unknown. A structural inspection of the digester is a major undertaking with considerations for having sufficient digester capacity, the land application season (spring and fall), isolating, dewatering, cleaning/inspecting the floor of each digester, installing a temporary flat floor and scaffolding, inspecting the digester then removing the scaffolding and temporary floor and returning the digester to service. Excluding the structural inspection duration, the time required to isolate, dewater, clean, etc. is approximately 3 weeks, and the time to fill and restore a digester to service is approximately 3 weeks, i.e. 6 weeks total not including the time to construct a flat floor, conduct a structural inspection and remove the temporary floor.
   a. Digester 1 was last visually inspected by WPCP staff from the floor level in 2022.
   b. Digester 2 was last visually inspected by WPCP staff from the floor level in 2021.

c. Digester 3 was last visually inspected by WPCP staff from the floor level in 2018. The gas membrane was replaced at this time.
d. Digester 4 was last visually inspected by WPCP staff from the floor level in 2017. The gas membrane was replaced at this time.

4. Green Energy Credits - The biogas to energy generators Green Energy Credits sunset in January 2028. WPCP staff have contacted MidAmerican. and MidAmerican has communicated no desire to renew or renegotiate Green Energy Credits of any kind. Surplus energy would be sold to the electrical grid after January 2028 at the standard market rate with no Green Energy Credit.

   At a high level there are four potential uses for biogas from a wastewater treatment plant, as follows:
   1. Fuel source in existing boilers
   2. Creating power with engine generators
   3. Cleaning the gas and using for fleet vehicles
   4. Cleaning the gas for pipeline injection

   The WPCP is located close to the Mississippi River and has a risk of flooding. City staff are not in favor of biogas for fleet vehicle applications since the WPCP is located in a floodplain and away from the majority of City vehicle traffic patterns.

   Cleaning the gas for pipeline injection was studied by others and showed relatively short Return on Investment. The City Council does not currently have the appetite to spend the capital on the improvements needed for cleaning the biogas so it could be pipeline injected.

   The City is open to a 3rd party to provide the capital, operation and maintenance of cleaning the gas and pipeline injection. MidAmerican Energy staff have communicated interest in the cleaning the biogas and pipeline injection approach. Renewable energy tax credits from biogas cleaning and pipeline injection may make this alternative valuable and gather interest from potential bidders. This approach would need to be carefully considered since it impacts the source of heat for the anaerobic digesters moving forward. Also, the minimum biogas supplied to a third party would have to be carefully considered given the operational disruption risks currently present in the mixing, heat and digester and cover condition assessments.

5. Struvite - Struvite is present in the digesters and has caused blockages in piping that have been cleaned or replaced in several locations in recent years. A recent study conducted by others showed a high capital cost and low return on investment for struvite recovery. While struvite has caused piping blockages and damage leading to repairs and pipe replacement, the cost of struvite recovery does not have City support. Ongoing issues with periodic piping cleaning and pipe replacement due to struvite accumulation can be anticipated. Addressing struvite and struvite recovery is beyond the scope of this project but will be considered when evaluating mixing alternatives.

6. Nutrient Reduction Strategy – The WPCP nutrient reduction strategy is estimated by others to have a capital cost of $145M. The capital costs associated with the nutrient reduction strategy have been postponed until 2040. The nutrient reduction strategy is not included in the current NPDES permit for the WPCP that is scheduled to be renewed again in 2027. In general, nutrient reduction is anticipated to increase the amount of biosolids produced and sent to the anaerobic digesters. Provisions for increasing the capacity of the anaerobic digesters to accommodate the additional biosolids produced from future potential nutrient removal is beyond the scope of this project.

Approach

This evaluation will first determine if the existing equipment can be rehabilitated to save on overall capital cost without jeopardizing useful life of the system. The draft tube mixer condition is the highest priority; and therefore, the task that will be completed first. However, the project overall will begin with four parallel/concurrent tasks as follows:

1. Mixing
   a. To determine if adequate digester capacity can be achieved with the current digester sizes and configuration, an evaluation of current and future loading to each digester will be conducted during the mixing evaluation. Data from the recent study will be used for conducting this task item.
   b. Identify up to three alternative mixing strategies for the digesters, considering current and future load projects and the current struvite issues which have caused issues with the current external draft tube mixers.
   c. Develop a comparison of mixing technologies, advantages, disadvantages and life cycle costs of each.
   d. Develop a recommendation for digester mixing moving forward.
   e. Develop and present a draft technical memorandum summarizing the findings of the above.
   f. Schedule and conduct a review meeting with WPCP staff to discuss and review the findings.
   g. Finalize and submit the technical memorandum after gathering and addressing WPCP staff feedback on the draft.

2. Heat & Engines
   a. Conduct an assessment of the existing digester heat system.
      i. Estimate the remaining life of the major equipment elements of the existing digester heating system (which includes the current CAT Engines).
      ii. Identify equipment, materials and controls in need of short-term repair or replacement to restore design heating capacity.
      iii. Develop a construction capital cost opinion of the repair or replacement work needed to restore the design heating capacity and functionality of the existing system.
   b. Identify alternative methods of primary and secondary heat supply and develop a planning level opinion of construction cost of both.
      i. Identify equipment, materials and controls for primary and secondary heat sources.
      ii. Develop a construction capital cost opinion for primary and secondary heat sources.
   c. Discuss the engine life (operating hours), condition and service intervals with the CAT engine suppliers and determine the estimated service life of the existing engines.
   d. Considering the service life of the existing engines, the service costs and service intervals of the CAT engines and considering engine heat vs. boiler heat, develop a recommendation for digester heat after the Green Energy Credit moving forward.
   e. Develop a recommendation for digester heat moving forward.
   f. Develop and present a draft Technical Memorandum summarizing the findings of the above.
   g. Schedule and conduct a review meeting with WPCP staff to discuss and review the findings.
   h. Finalize and submit the technical memorandum after gathering and addressing WPCP staff feedback on the draft.

3. Digesters and covers
   a. The condition of the inside concrete surfaces within each digester is unknown at this time. However, it would cost WPCP a significant amount of capital and time to perform structural inspections. Concrete repairs are typically handled under the construction project so that the Contractor can dewater and provide access to the inside of each digester in concurrence with other rehab efforts. It is

recommended to address any internal repairs during the Rehab Construction Project for each digester to save on both capital cost and time during this evaluation phase.

b. Digesters 1 and 2 covers were installed over 36 years and can be assumed that they have met their useful life based on age. Visual inspection of the covers would cost WPCP significant time and capital cost which may not be warranted due to the high labor involvement with restoring the steel members. It is suggested that an evaluation as to the type of cover be evaluated and assessed for proper replacement in conjunction with the mixing evaluation and recommendations.
c. Digesters 3 and 4 covers were installed over 30 years ago and can be assumed that they are near their useful life based on age. Visual inspection of the covers would cost WPCP significant time and capital cost which may not be warranted due to the high labor involvement with restoring the steel members. It is suggested that an evaluation as to the type of cover be evaluated and assessed for proper replacement in conjunction with the mixing evaluation and recommendations.
d. Develop a recommendation for cover replacement.
e. Develop and present a draft Technical Memorandum summarizing the findings of the above.
f. Schedule and conduct a review meeting with WPCP staff to discuss and review the findings.
g. Finalize and submit the Technical Memorandum after gathering and addressing WPCP staff feedback on the draft.

4. Digester Building
   a. Conduct a code review of the applicable National Fire Protection Association (NFPA) and electrical code requirements for the interior of the digester control room.
   b. Develop an opinion of construction cost to update the digester control room HVAC controls and equipment and electrical, instrumentation and controls for the building to meet applicable codes.
   c. Develop a recommendation for the digester building HVAC and EI&C.
   d. Develop and present a draft Technical Memorandum summarizing the findings of the above.
   e. Schedule and conduct a review meeting with WPCP staff to discuss and review the findings.
   f. Finalize and submit the Technical Memorandum after gathering and addressing WPCP staff feedback on the draft.

5. Develop and submit a draft Summary Engineering Report encompassing the digester work described in the tasks above.

6. Schedule and conduct a review meeting with WPCP staff to discuss and review the findings.

7. Finalize and submit the technical memorandum after gathering and addressing WPCP staff feedback on the draft.

Alternative Scope Items

1. Biogas cleaning and pipeline injection
   a. Assist and support the WPCP to develop an RFP for a 3rd party to finance/own/operate a gas cleaning and pipeline injection system.
   b. Assist and support the WPCP to develop a minimum biogas flow and methane concentration to include in the RFP with considerations for the risks associated with the condition of the mixers, heat and engines.
   c. In collaboration with WPCP staff, develop an RFP to be issued by the City to solicit proposals from prospective bidders.
   d. Provide a list of prospective bidders to the City.
   e. Review proposals received and provide a recommendation on bidders to interview if needed.
   f. Schedule and conduct interviews with bidders as selected by the Client.

g. Provide a recommendation based on combination of proposal responses and/or interviews with bidders for outsourcing biogas cleaning and pipeline injection.

Assumptions

1. Design, bidding and construction phase services are not included at this time.

Deliverables

- Mixing draft and final Technical Memo
- Heating & Engines draft and final Technical Memo
- Digester and cover Technical Memo
- Digester Building code review Technical Memo
- Draft and final Summary Report

Alternative Item No.1 Deliverables

- Biogas cleaning and pipeline injection RFP

Schedule

• Mixing draft and final Technical Memo	12 weeks from NTP (Draft TM 10 Wks.)
• Heating draft and final Technical Memo	14 weeks from NTP (Draft TM 12 Wks.)
• Digester cover Technical Memo	16 weeks from NTP (Draft TM 12 Wks.)
• Biogas cleaning and pipeline injection RFP	16 weeks from NTP (Draft TM 12 Wks.)
• Digester Building Code Review TM	16 weeks from NTP (Draft TM in 12 Wks.)
• Draft and final Summary Engineering Report	20 weeks from NTP (Draft Report 16 Wks.)

The engineering services fee for the services described above is a lump sum of $109,900. The engineering services fee associated with the alternative scope item is not included at this time and can be added by amendment.

Sincerely,

HR GREEN, INC.

Andrew Marsh, P.E.
Vice President

Cc: Mike Halde, HRG
Mike Roth, HRG

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution awarding a two-year professional services contract for federal grant and advocacy services to Rasky Partners Inc of Boston, Massachusetts in the amount of $240,000, CIP #60015. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
In an effort to better identify grant opportunities and strategically market projects at the federal level, the City of Davenport issued a Request for Proposals (RFP) on March 14, 2023 to any qualified firms interested in assisting the City in this endeavor. On March 24, 2023, the Purchasing Division opened and announced three (3) proposals.

City staff reviewed all three and evaluated on the following criteria: 1) Quality of proposal - 20 points, 2) Overall experience - 50 points, 3) Pricing - 30 points. Rasky Partners, Inc of Boston, Massachusetts was determined to be the firm that best fits the City's needs and is recommended for award.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/13/2023 - 9:23 AM
Public Works Committee	Moses, Trish	Approved	4/13/2023 - 9:23 AM
City Clerk	Admin, Default	Approved	4/13/2023 - 2:25 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a two-year professional services contract for federal grant and advocacy services to Rasky Partners Inc of Boston, Massachusetts in the amount of $240,000 CIP 60015.

WHEREAS, consultant work at the federal level for targeted purposes that benefits the City long-term is needed; and

WHEREAS, the City needs to contract for these services to achieve its long-term goals and objectives; and

WHEREAS, Rasky Partners Inc of Boston, Massachusetts was the company chosen after proposals were evaluated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a two-year professional services contract for federal grant and advocacy services is hereby awarded to Rasky Partners Inc of Boston, Massachusetts in the amount of $240,000.

Passed and approved this 26th day of April, 2023.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Federal Grant and Advocacy Services

BID NUMBER: 23-89

OPENING DATE: March 24, 2023

FUNDING: 79516675 530350 60015 | Federal Grant Consulting Services

RECOMMENDATION: Award a two-year professional services contract to Rasky Partners Inc of Boston, MA for $240,000.

VENDOR NAME	LOCATION
Rasky Partners Inc	**Boston, MA**
Keller Partners & Company	Washington, DC
Van Scoyoc Associates	Washington, DC

Approved By Matthew Cullin — Purchasing — 4-13-23 — Date

Approved By Nicole Gleason — Dept. Director — 4-13-23 — Date

Approved By Brandi Cox — Budget/CIP — 4-13-23 — Date

Approved By Nancy J. Mimitt — Assist. City Administrator/CFO — 4/14/2023 — Date

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution awarding a contract for the Redstone Parking Garage Stair Tower Masonry Improvements project to TNT Tuckpointing & Building Restoration LLC of Stockton, Iowa in the amount of $163,277, CIP #23062. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on March 16, 2023 and sent to contractors. On April 6, 2023, the Purchasing Division opened and read three (3) responsive and responsible bids. See attached bid tab. TNT Tuckpointing & Building Restoration LLC of Stockton, Iowa was the lowest responsive and responsible bidder.

The work of this contract consists of the repairs to the Redstone Garage Stair Towers. The project consist of masonry sealant, window sealant, door thresholds, expansion joints and concrete and masonry repair

Funding for this project is from CIP #23062 – Redstone Exterior Repairs.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/13/2023 - 9:23 AM
Public Works Committee	Moses, Trish	Approved	4/13/2023 - 9:23 AM
City Clerk	Admin, Default	Approved	4/13/2023 - 2:24 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 Redstone Parking Garage Stair Tower Masonry Improvements project to TNT Tuckpointing & Building Restoration LLC of Stockton, Iowa in the amount of $163,277 CIP 23062.

WHEREAS, the City needs to contract for the Redstone Parking Garage Stair Tower Masonry Improvements project; and

WHEREAS, TNT Tuckpointing & Building Restoration LLC of Stockton, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Redstone Parking Garage Stair Tower Masonry Improvements project is hereby awarded to TNT Tuckpointing & Building Restoration LLC of Stockton, Iowa in the amount of $163,277.

Passed and approved this 26th day of April, 2023.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Redstone Parking Garage Stair Tower Masonry Improvements

BID NUMBER: 23-78

OPENING DATE: April 6, 2023

FUNDING: 77088675 530350 23062 | Redstone Exterior Repairs

RECOMMENDATION: Award the contract to TNT Tuckpointing & Building Restoration LLC of Stockton, IA for $163,277.

VENDOR NAME	PRICE
TNT Tuckpointing & Building Restoration LLC of Stockton, IA	**$163,277**
Otto Baum Company Inc of Morton, IL	$166,945
Bi-State Masonry Inc of Rock Island, IL	$224,872

Approved By Matthew Cullin 4-12-23
Purchasing Date

Approved By Nicole Gleason 4-12-23
Dept. Director Date

Approved By Brian Cox 4-12-23
Budget/CIP Date

Approved By Wallace J. Wermit 4/12/2023
Assist. City Administrator/CFO Date

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution awarding a contract for the Davenport Municipal Airport South Ramp Reconstruction project to Langman Construction Inc of Rock Island, Illinois in the amount of $1,260,054.26, CIP #20015. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on March 16, 2023 and sent to contractors. On April 6, 2023, the Purchasing Division opened and read three (3) responsive and responsible bids. See attached bid tab. Langman Construction Inc of Rock Island, Illinois was the lowest responsive and responsible bidder.

The work for this contract includes all labor, materials, tools, supplies, utility and transportation services, equipment and all incidentals necessary for the Davenport Municipal Airport South Apron Reconstruction. The South Ramp (Apron) pavement dates back to 1947 and given the age and severity of the concrete distress, it has been determined that it has served beyond its useful life.

The source of funding is through an FAA Airport Improvement Program grant of $658,722 (52%), State of Iowa Aviation Bureau grant of $400,000 (32%), and CIP #20015 in the amount of $201,332.26 (16%).

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:06 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the Davenport Municipal Airport South Ramp Reconstruction project to Langman Construction Inc of Rock Island, Illinois in the amount of $1,260,054.26, CIP #20015.

WHEREAS, the City needs to contract for the Davenport Municipal Airport South Ramp Reconstruction project; and

WHEREAS, Langman Construction Inc of Rock Island, Illinois 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 Davenport Municipal Airport South Ramp Reconstruction project is hereby awarded to Langman Construction Inc of Rock Island, Illinois in the amount of $1,260,054.26.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Davenport Municipal Airport South Apron Reconstruction

BID NUMBER: 23-90

OPENING DATE: April 6, 2023

FUNDING: 73528675 530350 20015 | South Aircraft Apron Reconstruction

RECOMMENDATION: Award the contract to Langman Construction Inc of Rock Island, IL for $1,260,054.26.

VENDOR NAME	PRICE
Langman Construction Inc of Rock Island, IL	**$1,260,054.26**
McCarthy Improvement Company of Davenport, IA	$1,539,156.50
Brandt Construction Co of Milan, IL	$1,651,221.50

Approved By Matthew Cullen 4-12-23
Purchasing Date

Approved By Nicole Gleason 4-12-23
Dept. Director Date

Approved By Brandi Cey 4-12-23
Budget/CIP Date

Approved By Anthony S. Wyatt 4/12/2023
Assist. City Administrator/CFO Date

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution accepting work completed under the Skybridge North Stair Tower Repairs project by Tricon General Construction of Dubuque, Iowa in the amount of $423,059.95, CIP #23058.

Recommendation:
Adopt the Resolution.

Background:
The project was for the repair of the Skybridge North Tower and removal of pedestrian bridge on the second level of the North Tower that connects to the south parking ramp structure. The north face of the tower had sustained years of moisture damage due to the water run-off from the connecting walk-way into the tower. The removal of the bridge helped reduce the water damage to the tower. The project also involved cleaning the curtain walls along with the removal and replacement of a damaged curtain wall.

Work has been satisfactorily completed by Tricon General Construction (Tricon Construction Group), Dubuque, Iowa. The final cost for the project was $423,059.95

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 12:12 PM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 12:12 PM
City Clerk	Admin, Default	Approved	4/12/2023 - 1:08 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION accepting work completed under the Skybridge North Stair Tower Repairs project by Tricon General Construction of Dubuque, Iowa in the amount of $423,059.95, CIP #23058.

WHEREAS, the City of Davenport, Iowa entered into a contract with Tricon General Construction of Dubuque, Iowa for the Skybridge North Stair Tower Repairs project; and

WHEREAS, work on the project has been satisfactorily completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the Skybridge North Stair Tower Repairs project by Tricon General Construction of Dubuque, Iowa in the amount of $423,059.95 is hereby accepted.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution approving and authorizing the execution of an agreement between the City of Davenport and the Iowa Department of Transportation for Traffic Safety Improvement Program (TSIP) funding in an amount not to exceed $90,000. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
The Iowa Department of Traffic Safety Improvement Program agrees to provide funding in an amount not to exceed $90,000 for a traffic safety study at the intersection of Brady Street and 65th Street/Veterans Memorial Parkway, upon a signed agreement.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:13 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving and authorizing the execution of an agreement between the City of Davenport and the Iowa Department of Transportation for Traffic Safety Improvement Program (TSIP) funding in an amount not to exceed $90,000.

WHEREAS, the Iowa Department of Transportation Safety Improvement Program (TSIP) agrees to provide funding for a traffic safety study at the intersection of Brady Street and 65th Street/Veterans Memorial Parkway; and

WHEREAS, funding will not exceed $90,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the agreement with the Iowa Department of Transportation for Traffic Safety Improvement Program (TSIP) funding in an amount not to exceed $90,000 is hereby approved; and

BE IT FURTHER RESOLVED that, upon passage and approval of this Resolution, the Mayor is hereby authorized and directed to execute originals of the associated funding agreement on behalf of the City of Davenport.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
(Study)

County	Scott
Recipient	Davenport
Project No.	92-00-0000-485
Iowa DOT Agreement No.	2024-TS-001

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Davenport, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11).

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.

b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Jan Laaser-webb, State Safety Engineer. The Recipient's contact person shall be Gary Statz, City of Davenport Traffic Engineer

c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Davenport:

A safety study at the intersection of Brady Street at 65th Street and Veterans Memorial Parkway. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

2. Project Costs

a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: $ 90,000

b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.

c. If a letting is required, the project shall be let to contract before July 1, 2025, but no earlier than July 1, 2023. If a letting is not required, project activities shall be initiated prior to July 1, 2025. If any

of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.

d. Project activities or costs considered eligible for TSIP funds include the following: (a) research addressing statewide traffic safety concerns; (b) studies addressing traffic safety concerns at specific locations; and (c) initiatives emphasizing or improving traffic safety techniques or policies.

e. Project activities and costs considered ineligible for TSIP funds include, but are not limited to, any and all costs incurred prior to commission approval of funding.

f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Payments and Reimbursements

a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2023.

b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.

c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.

d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.

e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

4. General Provisions

a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.

b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.

c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.

e. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Non-Federal-aid Project Development Guide (Non-Federal-aid Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Non-Federal-aid Guide and I.M.s in effect at the time project activities are conducted.

f. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.

g. This agreement is not assignable without the prior written consent of the DOT.

h. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

i. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.

j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-TS-001 as of the date shown opposite its signature below.

City of Davenport, Iowa:

By: _____ Date _____, 20_____.

Title: _____

I, _____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on behalf of the City was duly

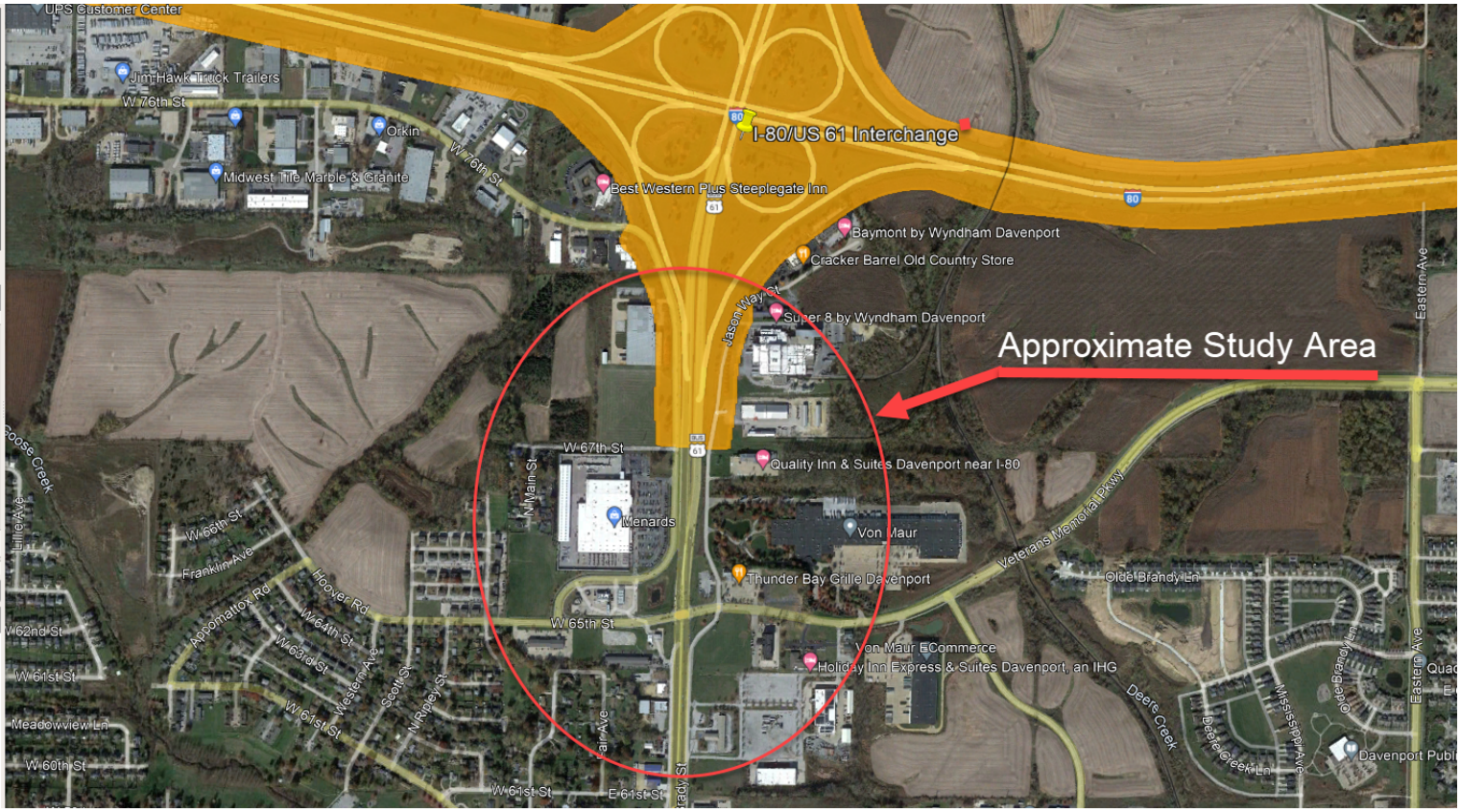
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on

the _____ day of _____, 20_____.

Signed _____ Date _____, 20_____.
City Clerk of Davenport, Iowa

Iowa Department of Transportation:

By:_____ Date _____, 20_____.
Steve J. Gent
Director,
Traffic and Safety Bureau


UPS Customer Center
Jim Hawk Truck Trailers
W 76th St
Orkin
Midwest Tile Marble & Granite
W 76th St
I-80/US 61 Interchange
Best Western Plus Steeplegate Inn
Baymont by Wyndham Davenport
Cracker Barrel Old Country Store
Super 8 by Wyndham Davenport
Jason Way Ct
Eastern Ave
Approximate Study Area
W 67th St
N Main St
Quality Inn & Suites Davenport near I-80
Menards
Von Maur
Veterans Memorial Pkwy
Thunder Bay Grille Davenport
Olde Brandy Ln
W 66th St
Franklin Ave
Hoover Rd
Appomattox Rd
W 64th St
W 63rd St
W 65th St
Von Maur ECommerce
Holiday Inn Express & Suites Davenport, an IHG
W 62nd St
W 61st St
Western Ave
Scott St
N Ripley St
Meadowview Ln
W 61st St
Deere Creek
Deere Creek Ln
Mississippi Ave
Eastern Ave
W 60th St
Davenport Publi
W 61st St
E 61st St

Brady Street at 65th Street / Veteran's Memorial Parkway
Safety Study
Study Cost Estimate

	Tech 1	Tech IV	Design Engineer II	PE Engineer I	PE Engineer IV	Project Support Specialist
Rate/Hour	$ 83.00	$ 123.00	$ 103.00	$ 152.00	$ 181.00	$ 71.00
Data Collection (hours)						
Turning Movement traffic Counts at:						
Brady St & 65th St						
Veteran's Memorial Pkwy & Jason Way Ct						
Vehicular Volumes to/from I-80 ramps						
Delay & Queue Data						
Pedestrians & Bicyclists Data						
Crash Data & Police Reports	60	60	30			
Existing Conditions:						
Number of Lanes						
Lane Widths						
Turn Bay Lengths						
Signal Timings						
Signal Phasing						
Evaluation (hours)						
Field Observations						
Calibration of Data						
Modeling			60	160	120	
Weaving						
Capacity						
Development of Concepts						
Report Preparation (hours)						
Conceptual Exhibits			40	80	20	10
Report						
Cost Estimate						
Meetings (hours)						
Project Kickoff			5	5	5	5
Presentation of Recommendations						
Total Hours	60	60	135	245	145	15
Study Cost Estimate	$ 4,980.00	$ 7,380.00	$ 13,905.00	$ 37,240.00	$ 26,245.00	$ 1,065.00

$ 90,815.00

EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: https://www.iowaeda.com/small-business/targeted-small-business/.

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

    a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

    https://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf

    b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

    a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

    b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

   If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

   If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

   If no, explain_____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

   If no, what action was taken by Recipient? _____

   Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? $_____
   What was the final project cost? $_____
   What was the dollar amount performed by TSB firms? $_____

   Name(s) and address(es) of the TSB firm(s)_____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

_____
Title

_____ _____
Signature Date

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Buildings were boarded up at various lots and tracts of real estate and billed to the property owner. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Board Up Building

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:52 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:52 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:16 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of boarding up buildings at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of boarding up buildings on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Board Up Building Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000094319	EQUITY AND HELP INC	G0029-34	80047642	**$244.34**
300190876	RILEY, ELIZABETH A	R0402-30	80047705	**$189.08**
300262000	LIVIN OUR DREAMS LLC	F0049-09	80047804	**$174.56**
000070593	QUIET CAPITAL	G0020-27A	80047806	**$344.12**
300189000	EVELAND, GREG	G0037-05	80047808	**$418.68**
000069907	MUNN, BUGE	J0010-27	80047810	**$119.78**
000022972	DEBOURCY, SKI	P1113D31	80047812	**$219.51**
000061266	ARTHUR, JOSEPH	G0052-34	80047838	**$184.56**
000022972	DEBOURCY, SKI	P1113D31	80048057	**$455.30**
000060983	JOSEPH PADILLA	F0029-22	80048241	**$360.30**
300070144	SWAIN, HOWARD E	J0050-03	80048375	**$293.90**

Number of Accounts to Levy **11** **Total Balance Outstanding:** **$3,004.13**

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Brush and debris was removed from various lots and tracts of real estate and billed to the property owners. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Brush and Debris

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:52 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:53 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:17 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of brush and debris removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of brush and debris removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 26th day of April, 2023.

Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk

Brush and Debris Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047660	**$161.50**
300132913	BENNAMON, KENNETH	H0053-24	80047724	**$177.75**
000039705	COINER, MICHAEL S / LIVING OUR	K0033-06C	80047726	**$233.75**
000077480	CALIBER HOME LOANS INC	H0041-13	80047734	**$161.25**
000082078	JAMES GRANT TAYLOR	G0019-16	80047738	**$209.00**
000029219	R&D INVESTMENTS LIMITED LLC	M1512D04	80047740	**$153.25**
000068269	FAUSEY, KEVIN	J0052-15	80047783	**$179.75**
000095588	LEWIS, MATTHEW	E0017-01	80047785	**$768.50**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047787	**$161.50**
000089279	HLAH THUN LLC	G0014-38	80047789	**$200.75**
000013827	S & J REALTY	G0019-14A	80047791	**$240.00**
000054452	WARICK, KRIS	F0035-05	80047801	**$200.50**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80047828	**$153.25**
000069423	RAJAK RANDHAWA	X0251B19	80047834	**$153.25**
000091573	LOERZEL, ANTHONY	H0053-39	80047903	**$169.75**
000082078	JAMES GRANT TAYLOR	G0019-16	80047905	**$161.50**
000028056	MARION R CRIST TRUST	H0060-01	80047907	**$178.00**
000064905	MARK BIERMAN	F0003-34	80047928	**$193.00**
300234854	JACKSON, DEVIN	G0003-37	80047932	**$153.00**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047934	**$161.50**
000094721	PIZANO, ROBERT	W1003B05	80047936	**$185.75**
000085870	ISMAIL, RAMY	F0011-07	80047940	**$177.75**
000094267	GURU MAMAK SUPERMARKET	W0332-10D	80047958	**$1,952.50**
000071231	WOLD, ANDREW	C0045-07	80047960	**$161.50**
000092322	KERR ENTERPRISES LLC	G0058-16	80047962	**$161.50**
300137377	FOX, DAVID	P1403B23	80047964	**$153.25**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047966	**$153.25**
000099545	TRENKAMP, NATHAN	O2102D02	80047989	**$153.25**
000069742	MIDWEST CRAFT DISTRIBUTORS INC	F0037-21	80047995	**$182.50**
000096220	WILLOW KNOLLS HC, LLC	W0403C03	80047997	**$161.50**
000078608	QC INVESTMENT PROPERTY GROUP	E0031-24	80048001	**$208.50**
810000813	DANIEL D FOLTZ	X0253A36	80048003	**$177.75**
300100179	WALL, KEVIN E	K0018-37	80048005	**$176.00**
400001301	NGUYEN INC	J0024-07	80048009	**$177.75**
000094728	TURCIOS, VICTOR	H0062-06	80048013	**$446.00**
000058221	NATHAN VALENTINE	H0010-07	80048015	**$153.25**

300012154	THOMPSON, JOHN B	20607-09	80048021	**$278.00**
000100686	K & S REALTY LLC	G0020-15	80048023	**$161.50**
000062019	FRUITWOOD TRUST	F0022-25	80048027	**$177.75**
000062239	REBECCA LACKEY	F0007-14	80048029	**$153.25**
000088753	ERIN WILLIAMS	O1623D01	80048031	**$171.50**
000082745	NO BOUNDRY, LLC	G0051-17	80048035	**$153.25**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80048037	**$154.50**
300227048	WEIGANDT, MIKE E	G0045-01	80048039	**$718.75**
400001301	NGUYEN INC	K0010-03	80048041	**$169.75**
000085018	ALANKAR, VIDYA	G0013-03	80048045	**$153.25**
000055033	KARR, DENNIS EUGENE	30740-19A	80048047	**$161.50**
300137377	FOX, DAVID	P1403B23	80048078	**$161.50**
000060983	JOSEPH PADILLA	F0029-22	80048084	**$1,689.50**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80048086	**$153.25**
000089580	JUSTIN DAYNER	M1504C16	80048088	**$153.25**
300253293	SWAIN, GERALD A	A0001D34	80048092	**$153.25**
300022729	VANHECKE, ROBERT	G0017-20	80048094	**$153.25**
000083455	HALL-WATSON, NICOLAS	G0019-27	80048096	**$153.25**
300260153	COUNTER, FRANCINE	G0019-09	80048098	**$153.25**
000085915	HANNAH HUNSUCKER	I0042-11	80048100	**$186.25**
300251236	MATTHYS, ANTHONY	C0052-36	80048104	**$153.25**
000086259	RACHEL BLANCO	F0011-36	80048106	**$153.25**
000092996	BUCKLEY, KEVIN	W0923D02	80048344	**$161.50**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80048350	**$153.25**
300264030	RASING, ROBERT (BOB)	I0042-32	80048352	**$153.25**
000053915	EVELYN QUICK	H0046-27	80048354	**$209.00**
300258214	HORSTMAN, JESSICA	H0051-09	80048356	**$203.25**
300028804	BRADLEY, JEROME E	W0907B26	80048358	**$256.50**
300107717	VANHOOSIER, MARTIN J	C0045-19	80048360	**$90.00**
300216198	STERMLOW, MELISSA	K0018-25	80048364	**$209.50**
000080291	KAYLA WESTERFIELD	O1617B05	80048396	**$264.75**
000079957	KINNEY, TARA	H0043-27	80048406	**$161.00**

Number of Accounts to Levy **68** **Total Balance Outstanding:** **$16,531.00**

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of condemned property demolitions at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Condemned properties were demolished at various lots and tracts of real estate and billed to the property owners. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution
	Backup Material	Building Demolition

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:55 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:55 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:19 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of condemned property demolitions at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of condemned property demolitions on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Building Demolition Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300118736	PECK, BARRY	O1619B27	80047899	**$10,250.00**

Number of Accounts to Levy **1** **Total Balance Outstanding:** **$10,250.00**

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of replacing sidewalks at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Sidewalks were replaced at various lots and tracts of real estate and billed to the property owners. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Sidewalk

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:56 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:56 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:20 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of sidewalk replacement at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of sidewalk replacement at said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Sidewalk Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300071841	LOPEZ, MANUEL	B0005-33	80047748	**$750.00**
300023697	CARRADUS, VICKI	B0046-29	80047749	**$4,935.00**
000152165	CARR, WILLIAM	J0026-20	80047754	**$931.25**
000090075	HUBBARD, THERESA	W0907A22	80047755	**$1,101.00**
300121267	WELLENDORF, PATRICIA	C0020-38	80047757	**$1,350.00**
000063643	JUSTIN MENDOZA	M1507-17	80047762	**$3,266.00**

Number of Accounts to Levy **6** **Total Balance Outstanding:** **$12,333.25**

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of snow removal at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Snow was removed from sidewalks at various lots and tracts of real estate and billed to the property owners. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Snow Removal

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:56 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:56 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:20 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of snow removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of snow removal at said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Snow Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300036654	DAY, CLIFFORD D	P1313C30	80047857	**$73.94**
000066696	LOWE'S COMPANIES CANADA ULC	N1707-02D	80047861	**$612.80**
300121110	DIPPEL, RICHARD L	P1113C24	80047865	**$188.60**
300257290	MACERICH NORTH PARK MALL LLC	P1405-07J	80047877	**$395.12**
000032557	SPIRIT MASTER FUNDING LLC	N1702-02	80047881	**$188.60**
120217330	CLASSIC PROPERTIES INC	C0004-31	80047887	**$75.20**
000057448	5153 ELMORE OWNER LLC	N0835-01A	80047891	**$220.10**
120239443	SAIBABA REAL ESTATE LLC	N0855-02A	80047895	**$189.58**
000072131	CAPITAL LLC, JKB	N0833-03	80047897	**$149.40**
000072131	CAPITAL LLC, JKB	N0833-03	80048258	**$148.00**
000000404	AMERICAN BLUE RIBBON HOLDINGS	N0833-02K	80048260	**$295.00**
000016296	DAYTON HUDSON CORP	N0833-01A	80048264	**$470.00**
810001315	GEARHEAD PROPERTIES LC	X0253C16	80048266	**$129.80**
300122738	SCHUMACHER, WANDA	U0855-01A	80048272	**$990.80**
000101049	MARTIN, WENDY	W0905B13	80048274	**$137.36**
000094508	CORY NELSON	P1213-11E	80048276	**$62.60**
300238025	FETTY, CARL JR	P1110A26	80048280	**$170.40**
000066696	LOWE'S COMPANIES CANADA ULC	N1707-02D	80048284	**$612.80**
300234975	WALGREEN #6186	N0839-05A	80048292	**$579.20**
800000926	CASEY'S MARKETING CO	M1037-01	80048294	**$248.24**
300188156	LOTZ, SCOTT A	A0064-37	80048296	**$71.00**
300175366	GREER, KEVIN J	P1213-12E	80048324	**$136.10**
000096625	SOAR RESTAURANTS II LLC	N0851-02D	80048326	**$183.00**
000053142	SMITH CAVAN	W0905B12	80048328	**$76.46**
000057448	5153 ELMORE OWNER LLC	N0835-01A	80048330	**$239.00**
000049025	JAMI JOHNSON	W0905B39	80048332	**$76.46**
120231369	CHICK-FIL-A INC	N0833-02G	80048336	**$334.20**
300210362	GOLDEN HILL ENTERPRISES INC	Y0719-01H	80048368	**$179.92**
000066696	LOWE'S COMPANIES CANADA ULC	N1707-02D	80048370	**$612.80**

Number of Accounts to Levy **29** **Total Balance Outstanding:** **$7,846.48**

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Trees were removed at various lots and tracts of real estate and billed to the property owner. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Tree Removal

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:57 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 11:57 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:22 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of tree removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of tree removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 0%. All assessments bear interest at the current rate of 0%.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Tree Removal Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
120207186	PARKS, SCOTT	G0045-16	01331932	**$4,350.00**
000079739	ORTIZ-RODRIGUEZ, JUAN A	J0025-48	01331933	**$2,600.00**
000071527	BREANNA JOHNSON	M1501C15	01331944	**$1,600.00**
000100283	HABER, ANNA M	C0034-30	01331945	**$1,950.00**
300259102	CADE, TERRELL	F0045-32	01331947	**$2,500.00**

Number of Accounts to Levy **5** **Total Balance Outstanding:** **$13,000.00**

City of Davenport

Department: Public Works - Admin
Contact Info: Jim Odean | 563-326-7739

Action / Date
4/26/2023

Subject:
Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Weeds were cut at various lots and tracts of real estate and billed to the property owners. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Weed Cutting

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/12/2023 - 11:58 AM
Public Works Committee	Moses, Trish	Approved	4/12/2023 - 12:12 PM
City Clerk	Admin, Default	Approved	4/12/2023 - 4:23 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of weed cutting at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, Iowa and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of weed cutting on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit; and

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 26th day of April, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Weed Cutting Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000066216	PEREZ, LETICIA	F0026-17	80047970	**$185.00**

Number of Accounts to Levy **1** **Total Balance Outstanding:** **$185.00**

City of Davenport

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

Action / Date
4/26/2023

Subject:
Second Consideration: Ordinance amending Chapter 5.10 entitled "Alcoholic Beverage Control" of the Municipal Code of Davenport, Iowa by repealing the current Chapter 5.10 and enacting a new Chapter 5.10 entitled "Alcoholic Beverage Control" in its place. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
The State of Iowa recently passed Senate File 2374, which updated the alcoholic beverage control and licensing structure by reducing the license classifications, introducing auto-renewals, eliminating 6-month licenses, and allowing Sunday sales at no additional cost.

The Finance Department is updating Chapter 5.10 to incorporate these changes with minimal impact to business owners and build on some of the process improvements incorporated in the past year.

The major amendments are summarized as:

1. Class E licenses participating in automatic renewal will not be processed by local authority.

2. Licenses being reclassified due to SF2374 at an equivalent classification may be administratively approved.

3. Time-sensitive applications may be administratively approved in an interim period if a City Council meeting is cancelled. The application will be placed on the succeeding agenda for ratification.

4. Incomplete renewal applications may be administratively denied 70 days past the expiration of the license if all requirements are not met.

5. Clarifies that City Council may revoke an outdoor service area if warranted.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	3/31/2023 - 1:49 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5.10 ENTITLED "ALCOHOLIC BEVERAGE CONTROL" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY REPEALING THE CURRENT CHAPTER 5.10 AND ENACTING A NEW CHAPTER 5.10 ENTITLED "ALCOHOLIC BEVERAGE CONTROL" IN ITS PLACE.

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

Section 1. That Chapter 5.10 entitled "Alcoholic Beverage Control" of the Municipal Code of Davenport, Iowa is repealed and a new Chapter 5.10 entitled "Alcoholic Beverage Control" is enacted in its place to be read as follows:

Chapter 5.10. **ALCOHOLIC BEVERAGE CONTROL**

5.10.010. **Purpose.**

The purpose of this chapter is to provide administration of local regulations and procedures for the sale and consumption of beer, wine, and liquor, to protect the safety, morals, and general welfare of this community.

5.10.020. **Definitions.**

Where words and phrases used in this chapter are defined by state law, such definitions shall apply to their use in this chapter and are adopted by reference. Those definitions so adopted that need further definition or are reiterated, and other words and phrases used in this chapter, shall have the following meanings:

A. CARRY-OUT LIQUOR SALES ESTABLISHMENT – A retail establishment other than a grocery store or pharmacy for which a class "E" retail alcohol license has been issued that allows the sale of alcohol or alcoholic beverages in closed containers for off-premises consumption.

B. CLUB –A nonprofit corporation or association of individuals, which is the owner, lessee or occupant of a permanent building or part thereof, membership in which entails the prepayment of regular dues and is not operated for a profit other than such profits as would accrue to the entire membership.

C. COMMERCIAL ESTABLISHMENT – A place of business that is equipped with sufficient tables and seats to accommodate 25 persons at all times, and the licensed premises of which conform to the ordinances of this city.

D. CONVENIENCE STORE - A retail establishment of less than 4,500 square feet with less product selection than a grocery store, generally accessible hours, and often located alongside busy roads. A

convenience store may take the form of a retail store that has added gas to the list of goods it has to offer.

E. GROCERY STORE, SUPERMARKET, OR NEIGHBORHOOD MARKET –A retail establishment of at least 4,500 square feet that offers the sale of a wide variety of goods including, but not limited to, food products, pharmaceuticals, hygienic products, and other household products that are regularly used in the home by consumers. Consumers often place items in a shopping cart or basket. The principal business thereof shall consist of the sale of food and food products for consumption off the premises. To meet this standard, the sale of all other items, commodities, and materials shall be included with the volume of the sale of beer, wine, and liquor and shall not be equal to or exceed 50% of the total dollar volume of all sales made by the establishment.

F. HOTEL OR MOTEL – A premises licensed by the state department of inspections and appeals and regularly or seasonally kept open in a bona fide manner with 20 or more sleeping rooms for the lodging of transient guests, but does not include a facility licensed as a bed-and-breakfast.

G. LEGAL AGE – 21 years of age or more.

H. LICENSED PREMISES - All rooms, enclosures, contiguous areas, or places where alcoholic liquor, wine, or beer are sold or consumed under the authority of a retail alcohol license. A single premise may consist of multiple rooms, enclosures, areas, or places if they are within the confines of a single building or contiguous grounds.

I. PERSON OF GOOD MORAL CHARACTER – A person who meets all of the following requirements:

1. Has such financial standing and good reputation as will satisfy the City Council and the Iowa Alcoholic Beverages Division that the person will comply with the Iowa Alcoholic Beverage Control Act and all other applicable laws, ordinances, and applicable regulations.

2. Demonstrates financial responsibility. The city may consider factors including but not limited to the amount of financial support and operating funds and prompt payment of municipal utilities, services, licensing fees, and any administrative penalties.

3. Is not prohibited from obtaining a retail alcohol license by the provisions of this chapter.

4. Is a citizen of the United States and is a resident of Iowa or is incorporated to do business in the state. The corporation must be registered and in good standing with the Iowa Secretary of State’s office.

5. Has not been convicted of a felony. However, it may be determined that the person is of good moral character if the felony conviction occurred more than five years before the application for a license and if the Governor has restored the person's citizenship rights.

J. PHARMACY – A drugstore in which drugs and medicines are exposed for sale and sold at retail or in which prescriptions of licensed physicians, surgeons, dentists, or veterinarians are compounded and sold by a registered pharmacist.

K. PRIVATE PLACE - A location which, at the time alcoholic beverages are kept, dispensed, or consumed, meets the following criteria:

1. The general public cannot access the location and attendees are limited to bona fide social hosts and invited guests.

2. The location is commercial.

3. Goods or services are neither sold nor purchased at the location.

4. The location is not a licensed premise.

5. Fees, fares, tickets, donations, or charges are not made or required of the guests to enter the location.

L. PUBLIC PLACE - A place, building, or conveyance to which the public has or is permitted access.

M. PUBLIC OR PRIVATE ELEMENTARY OR SECONDARY SCHOOL – Schools approved or accredited under the state's department of education standards.

N. RESTAURANT - A retail establishment where the principal business sells food products for consumption on the premises. The volume of alcoholic beverages, tobacco sales, and nonfood product sales shall not be equal to or exceed 50% of the total dollar volume of sales made by the establishment.

5.10.030. **Eligibility.**

A person of legal age and good moral character may apply for a retail alcohol license upon meeting the requirements defined by state law and this chapter. Eligibility requirements shall apply to each officer, director, partner, or person who directly or indirectly owns, controls, or has an interest of 10% or more in the ownership, profits, or any class of stock.

5.10.040. **Conditions for approval.**

As a condition for City Council approval, a retail alcohol license applicant must give written consent on the application that fire, police, building, and health department members may enter the premises during business hours and without a warrant to inspect for violations of state law and this chapter. Specific conditions for approval are as follows:

A. A retail alcohol license shall not be approved for premises that do not conform to all applicable laws, ordinances, resolutions, and health and fire regulations.

B. No licensee shall have or maintain any interior access to residential or sleeping quarters unless permission is granted in the form of a living quarters permit.

C. A premises in which an on-premises retail alcohol license is held shall have sufficient tables and seats to accommodate twenty-five persons at one time.

D. Any premises for which a class "C" or "E" retail alcohol license is issued shall have a clear and unobstructed view into the premises through the entryway and any exterior windows from adjacent sidewalks, parking areas, streets, or other public areas at all times. Signage and merchandise displays shall be restricted in entryways and windows inside and outside the building to prevent obscured sight lines into the interior of the building. Window signage shall be located within seven feet above the interior floor level; exterior merchandise displays, supplies, and equipment shall not exceed the height of the cash register counter or exceed the height of the interior display racks or shelving, the top of which should be visible over the exterior display, supplies or equipment; interior merchandise displays shall not be located between the cash register counter area and the window facing the parking area.

5.10.060. **Classification of liquor control licenses.**

Liquor control licenses shall be classified as follows:

A. A class "B" retail alcohol license (LG) allows for the sale of beer and wine for off-premises consumption. Sales by the drink are not permitted. Allows wholesale sales to on-premises class "C", Special "C", "D", and "F" retail alcohol licensees but must have a TTB Federal Wholesale Basic Permit.

B. A special class "B" retail native wine license (WBN) allows for the sale of Iowa native wine for off-premises consumption. Sales by the drink are not permitted.

C. A class "C" retail alcohol license (LC) allows the sale of alcoholic liquor, wine, and beer by the drink for on-premises consumption and carry-out sales of liquor, wine, beer, and mixed drinks or cocktails. The license must be issued in the name of the individuals who own the entire business. A special class "C" retail alcohol license (BW) allows the sale of wine and beer for on-premises consumption and carry-out sales of wine and beer. The license issued to holders of a special class "C" license shall clearly state on its face that the license is limited.

D. A class "D" retail alcohol license (LD) allows a railway corporation, an air common carrier, and passenger-carrying boats or ships for hire with a capacity of 25 persons or more operating in inland or boundary waters to sell alcoholic liquor, wine, or beer to passengers for on-premises consumption. Only one license is required for all trains, watercraft, or aircraft operated in the state by the licensee.

E. A class "E" retail alcohol license (LE) allows the sale of alcoholic liquor, wine, and beer for off-premises consumption. Sales by the drink are not permitted.

F. A class "F" retail alcohol license (LF) allows non-profit clubs to sell alcoholic liquor, wine, and beer to bona fide club members and their guests only for on-premises consumption.

5.10.100. **Application and investigation.**

Upon receipt by the Revenue Division, an application will be reviewed by the Building, Zoning, Police, and Fire departments to determine eligibility based on the truth of facts provided in the application and compliance with city codes. The Police Department will investigate the record of calls for service at the premises and the criminal history of the applicant, owners, and officers. It is the duty of the Fire Department to inspect the premises for any safety concerns or fire hazards. Recommendations are provided by the reviewing departments to the Revenue Division upon completion.

Fees necessary to obtain a retail alcohol license shall be determined by state law and will be collected by the Iowa Alcoholic Beverages Division during the submission of the retail alcohol license application.

5.10.105. **Distance separation provisions.**

The distance limitation provisions of this section shall not apply to a renewal of an existing license, an application for temporary five-day licenses, nor shall they be used to an application for a new license at a location that held a valid license within six months before the filing of the latest application.

The provisions in subsections A and B shall not apply if a business meets the requirements of a grocery store, supermarket, neighborhood market, pharmacy, club, restaurant, or hotel or motel that offer restaurant services, as defined in chapter 5.10. The city may require a holder of a class "B", "C", or "E" retail alcohol license to furnish a copy of the business's state income tax form, a verified statement, or an affidavit by the business's certified public accountant or chief financial officer showing the total dollar volume of sales and a breakdown of the applicable sales volume for alcoholic beverages, tobacco sales, nonfood products, and food items as separate line items for the six months immediately preceding the application or renewal. Failure to meet these requirements at the end of the first year

disqualifies the business from continuing to hold a retail alcohol license at the location for which the special use permit was granted.

A. No carry-out liquor sales establishment, as defined in Chapter 5.10, shall be located within ¼ mile of another existing carry-out liquor sales establishment in the area within and adjacent to Downtown Davenport, hereby defined as the area enclosed by the following: Beginning at the intersection of South Marquette Street and the seawall of the Mississippi River, north along the center line of Marquette Street to the center line of West 6th Street, east along the center line of 6th Street to the center line of Iowa Street, south along the center line of Iowa Street to the center line of Federal Street, east and southeast along the center line of Federal Street and as extended to the seawall of the Mississippi River, and west along said seawall to the point of beginning. Any carry-out liquor sales establishment established prior to the effective date of this paragraph (adopted October 9, 2013, by Ordinance 2013-329) that is nonconforming with regard to the separation requirement between said uses, as specified in this title, may continue unless one or both of these conditions occur, then nonconforming rights cease and the use must convert to a conforming use:

1. The liquor license lapses, is revoked, or is discontinued for one year; or

2. There are changes to the use that no longer meets the definition of a carry-out liquor sales establishment.

B. Class "A", class "B" "C", or class "E" retail alcohol license applications shall not be approved if the property upon which such licensed activity will occur is located within 600 feet, including public rights-of-way, of a state-registered child development home, state-licensed child-care center, or public or private elementary or secondary school. However, an application within 600 feet, but not immediately abutting, a state-registered child development home or state-licensed child-care center may be approved if the City Council, upon a hearing, grants a waiver to this rule. The City Council may grant the waiver if it determines the following exists:

1. The affected child development home or care center consents to the granting of the waiver; or

2. Sufficient buffering exists to mitigate the visual, sound, and foot traffic likely to be generated by the applicant, similar to or greater than an arterial roadway or at least 100 feet of natural buffering such as woods, ravines, waterways, or wetlands.

C. A straight line shall be used to measure the distance requirements in this section between the closest point on the parcel to be licensed to the nearest point on the parcel or parcels of real estate occupied by a state-registered child development home, state-licensed child-care center, public or private elementary or secondary school, licensed establishment, or parcel zoned for residential use, as the case may be.

D. An application for an outdoor service area that is located within 600 feet of a state-registered child development home, state-licensed child-care center, or public or private elementary or secondary school shall not be granted unless the outdoor service area is enclosed within a visual barrier, screening or privacy fencing, which shall be at least six feet in height on all sides of the service area that are visible from the state-registered child development home, state-licensed child-care center, or school, and of a sufficient construction to prevent the viewing of activities within the outdoor service area from the state-registered child development home, state-licensed child-care center, or school.

5.10.106. **Additional requirements for class "E" retail alcohol licenses.**

Holders of a class "E" retail alcohol license must follow the additional requirements in this section in addition to all other existing city ordinances, rules and regulations.

Licensees affiliated with or under the management and supervision of a grocery store, the grocery store's employee headcount, and the display area may be used when determining compliance with this section, even when there is physical separation between the licensed premises and the grocery store.

A. The licensed premise must have more than one employee on duty at all times while the store is open unless an electronic security cap or tag system is employed or all liquor is secured in a visible location behind a counter that is only accessible to employees.

B. A video surveillance system with coverage following reasonable business judgment that records in a viewable format by the police department shall be installed and maintained. A licensee may require a subpoena before allowing access.

C. The licensee must implement a strict no-loitering policy and must cooperate with police in addressing loitering on the premises.

D. No more than 35% of the store's interior display area (measured in cubic feet) shall be dedicated to beer, wine, or liquor.

E. Public pay phones on the property are prohibited unless otherwise required by state or federal law or an existing contractual obligation as of October 1, 2011.

F. Twenty-four-hour contact information for a manager or owner to the police department and the owners of the immediate neighboring properties and provide, upon request at the store by the public, the contact information of the manager or owner.

G. The store must be at least 1,000 square feet in size.

H. For newly licensed premises a notice shall be sent by the City to all property owners within 200 feet of the proposed location informing them of the pending application and the approval process. A "new" licensed premises is any location that has not had a current carry-out only liquor license for a period of six months.

5.10.107. **Additional requirements for all license classifications.**

The business must satisfy the following criteria, in addition to all other existing city ordinances, rules and regulations, including, but not limited to, those concerning noise, lights, and nuisance behavior and conditions.

A. The business is sufficiently separated from any adjoining residential area by distance, landscaping, walls, or structures to prevent any noise, vibration, or light generated by the business from significantly impacting the adjoining residential uses.

B. The business will not increase congestion on the streets in any adjoining residential area by its customers or employees frequently parking in front of the residences of others. Business locations in operation before 1965 are exempt from this requirement.

C. Any parking area provided for business customers' use shall be illuminated at an intensity of at least one lumen of light on the parking surface. Parking lot lighting shall be limited to downcast luminaires. Parking lot lighting shall be directed away from nearby residential properties and city streets.

D. Attractive litter and trash receptacles shall be located at convenient locations inside and outside the premises, and operators of such businesses shall remove all trash and debris from the premises and adjoining public areas daily.

E. Every person holding a retail alcohol license having more than one place of business where such beer is sold shall be required to have a separate license for each separate place of business, except as otherwise prohibited by state law.

F. No business holding a retail alcohol license shall sell or dispense alcoholic beverages via a drive-through or walk-up window.

5.10.170. **Action by Council.**

Action taken by the City Council shall be so endorsed on the application and thereafter shall be forwarded to the division for further action as is provided by law.

An outdoor service area privilege that the City Council has yet to issue a letter of approval shall not be resubmitted to the City Council for consideration less than six months from the date of the City Council's decision not to issue a letter of approval. This prohibition does not apply to an applicant requesting a temporary outdoor service area privilege.

5.10.180. Expirations and renewals.

Retail alcohol licenses shall expire one year, eight months, fourteen days, or five days from the date it was issued unless sooner suspended or revoked. A license issued for one year must submit a renewal application annually. Upon submission of the online renewal application, the city requires additional documentation except when the licensee is enrolled in the automatic renewal program. If the applicant fails to submit all required documents for a renewal within seventy days after the expiration of the license, city staff may administratively submit a denial to Iowa Alcoholic Beverages Division without being presented to the City Council.

5.10.190. **Refunds.**

A. A retail alcohol license is a personal privilege revocable for cause. It is not property, nor is it subject to attachment and execution neither alienable nor assignable, and it shall cease upon the licensee's death. However, at the discretion of the Iowa Alcoholic Beverages Division, the executor or administrator of the estate of the licensee may be permitted to operate the decedent's business for a reasonable time, not to exceed the license's expiration date. Every license shall be issued in the name of the applicant, and no person holding a license shall allow any other person to use it.

B. Any licensee, executor, administrator, or any person duly appointed by the court to take charge of and administer the property or assets of the licensee for the benefit of his creditors, may voluntarily surrender such license to the division. The city shall be notified when the license is surrendered and shall refund the license a proportionate amount of the fee paid for such license to the person surrendering the license as follows:

1. If surrendered during the first three months of the period for which said license was issued, the refund shall be three-fourths of the amount of the fee;

2. If surrendered more than three months but not more than six months after issuance, the refund shall be one-half of the amount of the fee;

3. If surrendered more than six months but not more than nine months after issuance, the refund shall be one-fourth of the amount of the fee;

4. A refund shall not be made for a retail alcohol license surrendered more than nine months after issuance;

5. A refund shall not be made for seasonal, fourteen-day, or five-day licenses;

6. No refund shall be made to any licensee upon the surrender of his license if there is a complaint filed with the division or the city charging him with a violation of this chapter or provisions of the state alcoholic beverages control act;

7. If the license is not revoked or suspended upon hearing, the licensee shall be eligible to receive a refund as provided in this section upon surrendering of the license. If the license is revoked or suspended upon hearing, then the licensee shall not be eligible for the refund of any portion of license fee.

5.10.200. **Transfer of licenses.**

City Council may authorize a licensee to transfer a license from one location to another within the city, provided the transfer is not a violation of any law or ordinance and the premises having the license transferred is eligible for a license.

5.10.210. **Prohibited sales and acts.**

A person or club holding a retail alcohol license or the person's or club's agents or employees shall not do any of the following:

A. Sell, dispense, or give to any intoxicated person, or one simulating intoxication, any alcoholic liquor or beer.

B. Sell or dispense any alcoholic liquor, wine or beer on the premises covered by the license or permit the consumption thereof between the hours of 2:00 a.m. and 6:00 a.m. on any day.

C. Sell alcoholic liquor, wine, or beer to any person on credit, except with a bona fide credit card. This provision shall not apply to the sales by a club to its members nor sales by a hotel or motel to bona fide registered guests.

D. Employ any person under 18 years of age in the sale or serving of alcoholic beverages for consumption on the premises where sold.

E. Sell, give, or otherwise supply any alcoholic beverage, wine, or beer to any person under legal age or permit anyone under the legal age to consume any alcoholic beverage, wine, or beer;

F. Knowingly allow the mixing or adding of alcohol or any alcoholic beverage to beer, wine, or any other beverage in or about the licensee’s place of business.

G. Keep, or allow to be kept, gambling devices of any kind or description on the premises or knowingly permit solicitation for immoral purposes or disorderly conduct on the premises covered by the license, except games of chance permitted by state law.

H. Reuse for packaging alcoholic liquor or wine any container or receptacle used originally for packaging alcoholic liquor or wine; or adulterate, by the addition of any substance, the contents

or remaining contents of an original package of an alcoholic liquor or wine; or knowingly possess any original package which has been so reused or adulterated.

I. Knowingly permit or engage in any criminal activity on the premises covered by the license.

5.10.220. **Advertisement signs prohibited.**

A. No signs or other matter advertising any brand of alcoholic liquor, wine, or beer shall be erected or placed upon the outside of any premises occupied by a licensee authorized to sell liquor, wine or beer at retail.

B. No signs or other matter advertising any brand of alcoholic liquor, wine or beer shall be erected, placed or posted upon the inside of any premises occupied by a licensee authorized to sell liquor, wine or beer that is located within 300 feet of any licensed day care center or public or private elementary or secondary school such that the sign or other matter advertising liquor, wine or beer is visible from the day care or school.

5.10.230. **Causes of suspension and revocation.**

A retail alcohol license may be suspended for a period up to one year, or revoked, for violations of law including city ordinances, following notice in writing and hearing, and shall be revoked in accordance with the provisions of state law for any of the following causes:

A. Misrepresentation of any material fact in the application for such license;

B. Violation of any of the provisions of the state alcoholic beverage control act;

C. Any change in the ownership or interest in the business operated under a retail alcohol license not previously reported to and approved by the city and the division;

D. An event which would have resulted in disqualification from receiving such license when originally issued;

E. Any sale, hypothecation, or transfer of such license;

F. The failure or refusal on the part of any licensee to render any report or remit any taxes to the division under the state act.

5.10.240. **Revocation and suspension - Hearing.**

Hearing on suspension of liquor licenses shall be before the City Council. The hearing shall be held at the City Hall and shall be presided over by the Mayor or Mayor pro tempore. At such hearing a quorum of the Council and the Mayor or Mayor pro tempore shall be present. The licensee may be, but is not required to be, present. The licensee may be represented by an attorney of the licensee choice, which is privately retained. At such hearing, the city shall be represented by counsel from the legal department who shall present the evidence for the city. The licensee and the city may present witnesses and other relevant testimony and shall have the right to cross examine opposing witnesses, to challenge all non-witness testimony, and to make appropriate final arguments. The hearing may be adjourned for cause for not more than seven days. Decisions shall be on the record with a record vote taken. If at the hearing the facts establish one or more of the causes set out in Section 5.10.230, then the Council, as hereinabove provided, shall suspend the license for such period of time as provided in Section 5.10.310C.

5.10.260. **Revocation and suspension - notice, appeal, and hearing.**

The licensee shall be served with a notice of time and place of hearing on the suspension of a retail alcohol license in the manner of serving original notices under the Iowa Rules of Civil Procedure, as amended. Publication of such notice shall not be permitted.

The right of appeal to the hearing board shall be afforded a licensee whose license has been suspended or revoked. Any applicant who feels aggrieved by a decision disapproving, suspending, or revoking issuance of a retail alcohol license may, provided the licensee has exercised the right of appeal to the hearing board as provided by a state law, appeal from said decision within 10 days to the district court of the county wherein the premises covered by the application are situated. The city may appeal a decision of the hearing board within 10 days to the district court of the county wherein the premises covered by the application are situated.

5.10.270. **Effect of revocation.**

The effect of revocation is specified in Iowa Code Chapter 123.

5.10.275. **Civil penalty in lieu of license revocation.**

A retail alcohol license may be suspended pursuant to Section 5.10.310C. If the licensee, or an employee thereof, is convicted of a first offense violation of Section 5.10.210E, the City Council shall impose a civil penalty in the amount of $500 in lieu of the suspension of the license. The civil penalty shall be retained by the city. The licensee may appeal the imposition of the penalty to the administrator of the Alcoholic Beverages Division of the State of Iowa.

5.10.280. **Intoxication and consumption in public places.**

A. It is unlawful for any person to use or consume alcoholic liquors, wine or beer upon the public streets or highways, unless otherwise provided by this section. A person shall not use or consume alcoholic liquor in any public place except premises covered by a retail alcohol license and no person shall be intoxicated or simulate intoxication in any public place.

B. It is unlawful for any person to consume or otherwise possess alcoholic liquors, wine or beer within any park as defined in Section 12.72.020C, unless otherwise provided by this section. Any person violating this subsection may be ejected from the park area by a park and recreation officer or by any police officer, and may be proceeded against under subsection F of this section.

C. Beer may be possessed and consumed within a park area by any person or group which has been issued a valid beer consumption permit for that area by the director of parks and recreation. Said permit shall state the person or group to whom issued, the park area to which it applies, and the date and hours during which it is effective.

D. The director of parks and recreation may issue a beer consumption permit when the applicant for said permit has:

1. Identified the park area to be used, the use to which the area will be put, the times at which the area will be used, and the person or group to whom the permit is to be issued;

and

2. Deposited with the park and recreation department a sum of not less than $50 nor more than $250, contingent upon the size of the group, to cover any expenses incurred by the department for cleanup of the park area after the applicant's use thereof. Any amount not needed to cover

clean-up expenses shall be refunded to the applicant within three days after the applicant's use of the park.

E. Notwithstanding the provisions of subsections A through D above, the director of parks and recreation shall provide by rule for the consumption of beer upon the public golf courses, and shall have the authority to provide by rule for the sale of beer upon the public golf courses.

F. Any person violating any provisions of this section may be fined not to exceed $100 or sentenced not to exceed 30 days imprisonment.

5.10.285. **Restrictions on open containers.**

A driver of a motor vehicle or a passenger in a motor vehicle operated upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacles containing an alcoholic beverage. "Passenger area" means the area designed to seat the driver and passengers while the motor vehicle is in operation and any area of the motor vehicle that is readily accessible to the driver or a passenger while in their seating positions, including but not limited to the glove compartment.

An open or unsealed receptacle containing an alcoholic beverage may be transported in the trunk of the motor vehicle provided it is not readily accessible to the driver or a passenger. "Readily accessible" means available to the driver or a passenger without the driver or passenger having to move from their seated position. An unsealed receptacle containing an alcoholic beverage maybe transported behind the last upright seat of a motor vehicle if the motor vehicle does not have a trunk provided it is not readily accessible to the driver or a passenger. This section shall not be interpreted to prohibit a passenger being transported in a motor vehicle that is licensed and used as vehicle for hire, or a passenger being transported in the living quarters of a motor home from possessing an open or unsealed receptacle in the passenger area of the vehicle for hire or the living area of the motor home.

5.10.290. **Persons under legal age.**

A. A person or persons under legal age shall not purchase or attempt to purchase, or individually or jointly have in their possession or control alcoholic liquor, wine or beer. For purposes of this section, joint possession or control of alcoholic liquor, wine or beer is defined as any alcoholic liquor, wine or beer that is available to a person without the person having to move from their position.

B. Subsection A shall not prohibit the giving or dispensing of liquor, wine or beer to a person under legal age within a private home and with the knowledge, presence of, and consent of the parent or guardian.

C. Subsection A shall not prohibit a person under the legal age from handling alcoholic beverages, wine, and beer during the regular course of the person's employment by a retail alcohol licensee under state law.

5.10.300. **Regulation of minors in beer and liquor establishments.**

A. It is unlawful for any person under legal age to enter, remain in or frequent an establishment holding an on-premises retail alcohol license in which the sale of alcoholic liquor or beer constitutes more than 50% of the gross receipts from the licensed premises, unless accompanied by a parent or legal guardian of such person. Any person, firm or corporation claiming that the sale of alcoholic liquor or beer constitutes 50% or less of the gross receipts from such establishment shall be required to prove the same for purposes of enforcement of this section. Although an establishment qualifies under

the above 50% rule, no person under the legal age shall remain on the premises 30 minutes after the kitchen facilities have closed.

B. It is unlawful for any person operating an establishment holding an on-premises retail alcohol license to allow any person under legal age to remain in the establishment in violation of subsections A and C of this section.

C. The provisions of this section shall not apply to any person under legal age who:

1. Is a regular employee performing regular duties during the course of employment; provided, however, such person shall not be allowed to sell or serve alcoholic liquor or beer for consumption on the premises where sold;

2. Enters and remains in for a period not to exceed 10 minutes an establishment holding an on-premises retail alcohol license for the sole purpose of purchasing beverages other than alcoholic liquor or beer, or purchasing food stuffs, neither of which shall be consumed on the premises; provided, that no person shall be exempt under the provisions of this subsection who consumes any such beverage or food stuffs on the premises or remains therein longer than for a period of 10 minutes.

3. Enters and/or remains in an establishment holding an on-premises retail alcohol license on a night that has been established by the business owner or manager as a night reserved for persons under the legal age, provided that the business owner or manager has notified the City Clerk and police department in writing that said night or nights are reserved for customers age 20 and under, and provided that no beer, wine, or liquor will be served or sold by the licensee on said "reserved night or nights." Written notification shall be provided to the city at least two weeks prior to the establishment of a reserved night. For purposes of this subsection, the "reserved night" shall be deemed to begin at 2:01 a.m. on the day so reserved and shall end at 2:00 a.m. the next day.

4. Is in a licensed premises where the sale of alcoholic beverages is incidental to the primary purpose of the establishment as a live entertainment venue or reception/banquet facility and where the licensee has received a letter of exemption based on a written plan to prevent those who are nineteen and twenty years of age from obtaining alcoholic beverages from licensed premises or patrons thereof. "Live entertainment" does not include disc jockeys, mere playing of recorded music, light shows or displays, or social dancing. A letter of exemption does not permit persons under the age of 19 to enter, remain or frequent an establishment. A letter of exemption may be obtained by submitting a written plan and a $50 processing fee to detail specific measures to be employed by the licensed premises to prevent those who are nineteen and twenty years of age from obtaining alcoholic beverages from licensed premises or patrons thereof. The plan should be submitted to the Council for approval. The plan may include a system by which persons under the age of 21 are readily distinguishable from persons who are not (e.g. wrist bands) and shall include safeguards to minimize subversion of the system. The Council shall determine by clear and convincing evidence that the plan will effectively prevent persons under the legal age from obtaining alcohol. Once a letter of exemption is granted, it shall be required of the licensee and all agents and employees thereof, to ensure the system is operational at all times. Failure of the system to be operational during business hours shall be deemed a violation of this subsection by the person employed by the licensee and the licensee. The letter of exemption shall expire and be reviewed by the Council at the time of the renewal of the retail alcohol license. At the time of renewal, the licensee shall submit a $100 renewal fee. The Council may suspend or revoke a letter of exemption for two or more violations of this subsection after notice and the opportunity for a hearing in front of Council is afforded. A licensed premises whose primary purpose is to sell alcoholic beverages, commonly referred to as a bar or tavern, may apply for a 19/20 year old

exemption for an event under the terms and conditions specified above and contained in this paragraph. The event cannot be longer than two days in duration. A separate application must be made for each event accompanied by a statement from a peace officer, who has been privately hired by the licensee for the event for security purposes, that the licensee has hired the number and type of security personnel recommended by said officer for the event and what the level of staffing will be by block of time. In addition to the standards set forth above, Council may deny the letter of exemption for an event if it determines the calls for service to the business on a per day average for the two most recent events is greater than the average for the previous three months.

Those who are nineteen and twenty years of age will not be allowed to be present on the licensed premises of an establishment with a letter of exemption after 11:00 p.m. on Sunday through Thursday night or between the hours of 12:20 a.m. to 2:00 a.m. on Saturday and Sunday morning.

5.10.310. **Violations — Penalties.**

A. A violation of any provision of this chapter may be charged as a municipal infraction or as a simple misdemeanor; however, a violation of Section 5.10.210E shall constitute a simple misdemeanor offense punishable by a scheduled fine of $500 upon conviction.

B. The conviction of any licensee for a violation of any of the provisions of subsections A to I inclusive, of Section 5.10.210 shall, subject to subsection C of this section, be grounds for the suspension or revocation of the license by the division or the city. However, if any licensee is convicted of any violation of Section 5.10.210B, 1, G or H license shall be revoked and shall immediately be surrendered by the holder.

C. If any licensee, or employee of such licensee, shall be convicted of a violation of Section 5.10.210E, the city shall, in addition to the other penalties fixed for such violations by this section, assess a civil penalty as follows:

1. Upon a first conviction, the violator's retail alcohol license shall be suspended for a period of 14 days. However, if the conviction is for a violation of Section 5.10.210E, the violator's retail alcohol license shall not be suspended, but the violator shall be assessed a civil penalty in the amount of $500 by the city. Failure to pay the civil penalty as ordered by Section 5.10.275 or this subsection shall result in an automatic suspension of the license for a period of 14 days.

2. Upon a second conviction within a period of two years, the violator's retail alcohol license shall be suspended for a period of 30 days. However, if the conviction is for a violation of Section 5.10.210E, the licensee shall also be assessed a civil penalty in the amount of $1,500.

3. Upon a third conviction within a period of five years, the violator's retail alcohol license be suspended for a period of 60 days. However, if the conviction is for a violation of Section 5.10.210E, the licensee shall also be assessed a civil penalty in the amount of $1,500.

4. Upon a fourth conviction within a period of five years, the violator's retail alcohol license shall be revoked.

5.10.315. **Administrative endorsement of a new license.**

New retail alcohol license applications may bypass action from the City Council and be processed and endorsed administratively by city staff if one of the following conditions exist:

1. The premises is currently licensed under a classification that has been eliminated and the applicant is applying for an equivalent license without additional privileges.

2. All reviewing departments have recommended approval and the City Council meeting for which the application would be up for consideration has been canceled. The application must be listed on the next City Council meeting agenda for ratification.

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

Action / Date
4/26/2023

Subject:
First Consideration: Ordinance amending Chapter 13.16 entitled “Wastewater Facilities” of the Municipal Code of Davenport, Iowa by amending subsection 13.16.106(D) to change the maximum amount billed for quarterly residential customers from 50 ccf to 35 ccf. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
City Council is responsible for setting the sewer rates and fees. The City Council formally established sewer rates in 1989. At that time, the residential rate contained a 50 centum cubic foot (ccf) per quarter cap, which is the current cap. This cap was intended to serve as a buffer and allow for outside water consumption to water flowers and lawns, fill pools, and wash cars. Any residential usage above the cap is not billed.

During the FY 2024 Budget Workshop in January 2023, the City Council asked staff to evaluate possible alternatives for excluding outside residential water use from sewer bills. Staff reviewed the quarterly residential consumption for the years 2018 to 2022. Through this review process, it is recommended to reduce the cap from 50 ccf to 35 ccf to create a greater buffer.

A full memo of the recommendations and other implementation items is attached. If this ordinance is successfully adopted, the Finance Department will begin implementing the menu of options available to customers to address this concern.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Cover Memo	Memo

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	4/12/2023 - 10:26 AM
Finance Committee	Merritt, Mallory	Approved	4/12/2023 - 10:26 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 1:24 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13.16 ENTITLED "WASTEWATER FACILITIES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY AMENDING SUBSECTION 13.16.106(D) TO CHANGE THE MAXIMUM AMOUNT BILLED FOR QUARTERLY RESIDENTIAL CUSTOMERS FROM 50 CCF TO 35 CCF.

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

Section 1. That Section 13.16.106 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

D. For single-family detached residential customers who are billed quarterly, the basic user charge shall be computed using the rate as determined in subsection A of this section, multiplied by the actual amount of water supplied by the water company (Iowa-American Water Company) as shown by the water meter readings of that company or 35 ccf, whichever is less. All other customers shall pay a basic user charge based upon the amount of water supplied by the water company as shown by the water meter readings of that company.

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

MEMORANDUM

DATE: 04 April 2023

TO: Davenport Mayor & City Council
Corri Spiegel, City Administrator

FROM: James Odean, Assistant Finance Director

THROUGH: Mallory Merritt, Assistant City Administrator & CFO

RE: Outside Residential Water Consumption Credit Evaluation

Background

The City Council formally established sewer rates in 1989. At that time, the residential rate contained a 50 centum cubic foot (ccf) per quarter cap, which is the current cap. This cap was intended to serve as a buffer and allow for outside water consumption to water flowers and lawns, fill pools, and wash cars. Any residential usage above the cap is not billed. Previously, the City also had a program where customers could add a separate deduct meter for their irrigation system; this was credited from the total sewer bill for the year. However, this program was eliminated in 2012.

Several years ago, at the direction of the City Council, staff began evaluating alternatives for residents. At that time, the conclusion and remedy was for interested residents to work directly with Iowa American Water to add a second meter at their homes for irrigation and outside water consumption. If a customer went through this process, all reads for irrigation systems were excluded and would not be billed for sewer. However, in 2022, Iowa American Water changed its tariff and required a separate stop box be added for new meters added in a home. The new requirement significantly increased the cost for customers to add the second meter, and it was no longer a cost-effective alternative.

During the FY 2024 Budget Workshop in January 2023, the City Council asked staff to evaluate new possible alternatives for excluding outside residential water use from sewer bills. During Q1 2023, staff evaluated other peer communities' efforts, discussed possible solutions with practitioners, and prepared a set of possible alternatives for review. Through this review process, the following alternatives are recommended for the 2023 outdoor water usage season.

Alternatives

Implementable alternatives are provided below.

a. **Individual Second Meter Credit |** Allow customers to have a plumber install a second meter in their homes, similar to the program phased out in 2012. In this case, the customer would hire a plumber to add an approved meter in their home. The City would need to inspect the meter to ensure that the meter was used exclusively for outside water consumption. The customer would then self-report the read each December through an online form. A picture of the read will be required. Once evaluated and confirmed against prior usage, Revenue will credit their bill based on the amount of water used.

b. **Pool Exclusions |** Customers filling their pools would be able to come to the Revenue Division to pick up a hose attachment that measures water flow. The customer would pay a deposit for the attachment; staff would capture the read on the meter when picked up, and the customer would have three days to fill the pool. The customer would receive a credit based on the return read and upon successful return of the City's property.

c. **Management Discretion & Review |** Revenue would evaluate outside water consumption on a case-by-case basis. Most consumption can be easily identified when reviewing a customer's prior consumption trends. Staff could perform an adjustment based on a procedure/policy giving specific parameters such as months, amount of adjustment, etc. All adjustments would be made with the approval of the Assistant Finance Director or Chief Financial Officer.

d. **Cap Modification |** The residential sewer cap is currently 50 ccf. The City could lower the residential cap to 35 ccf. Through an evaluation of the last five years, if the City were to lower the cap to 35 ccf, it would impact 2,950 bills. This would reduce billed consumption by 18,500 ccf, or approximately $106,000 at the current rate. This would require ordinance 13.16.106 to be updated.

Recommendation

Because all customer situations are different and are best evaluated on a case-by-case basis, City staff recommends offering all four options to customers. An overview of the recommendation is below:

1. Modify the ordinance to reduce the current 50 ccf cap to 35 ccf.
2. Allow customers to add a separate meter for outside water consumption.
3. Purchase hose attachments and allow customers filling pools to check attachments out from the Revenue Division.
4. Allow management discretion and review to perform a one-time outside water consumption adjustment to a customer bill in accordance with a new policy.

These alternatives will provide Finance/Revenue staff with the ability to give options to resolve customer issues regarding this issue. The usage of any of the above-adopted tools will be tracked and analyzed for any possible program modifications in the future.

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution making provision for the issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Public Hearing for the FY 2024 General Obligation Corporate Bond issuance in an amount not to exceed $31,000,000 was set for April 19, 2023. The proceeds from this bond sale will be used to finance the FY 2024 adopted Capital Improvement Program.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	4/12/2023 - 10:27 AM
Finance Committee	Merritt, Mallory	Approved	4/12/2023 - 10:27 AM
City Clerk	Admin, Default	Approved	4/12/2023 - 1:25 PM

April 11, 2023

VIA EMAIL

Mallory Merritt
CFO/Assistant City Administrator
City Hall
Davenport, Iowa

Re: $31,000,000 General Obligation Corporate Bonds, Series 2024
Our File No. 629872-94

Dear Mallory:

We have prepared and attached a resolution that may be adopted at the City Council meeting on April 26, 2023, for the purpose of ordering the issuance in the future of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Brian Krup
Jon Burmeister

HEARING ON GENERAL OBLIGATION CORPORATE BONDS, SERIES 2024

629872-94

Davenport, Iowa

April 26, 2023

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 April 26, 2023. 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 April 19, 2023, to permit residents or property owners of the City to present oral or written objections to the proposed issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024, 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 $31,000,000 General Obligation Corporate Bonds, Series 2024

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, and pursuant to notice duly published and a hearing held thereon on April 19, 2023, has proposed that it is in the best interest of the City that not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024 (the "Bonds") be authorized by the City to provide funds to pay costs in connection with making improvements to sanitary sewers, storm water drainage systems, waterway and flood control assets, 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; and municipal housing projects;

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 $31,000,000.

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 April 26, 2023.

_____
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 April 26, 2023, at which the Council adopted a resolution ordering the future issuance of not to exceed $31,000,000 General Obligation Corporate Bonds, Series 2024, and that the transcript hereto attached contains a true, correct and complete copy of such resolution.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Deputy City Clerk

City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution approving a one-year lease agreement with two separate one-year options between the City of Davenport and Community Action of Eastern Iowa for the lease of City-owned property located at the Annie Wittenmyer Complex. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
Under the proposed and attached lease agreement, Community Action of Eastern Iowa will lease the lower level of Building D, and all of Building L from the City for an annual rent payment in the amount of $45,000. The lease term will begin on May 1, 2023. This is a one-year lease with two possible one-year renewal options following the initial term.

The lease agreement as proposed provides for the ongoing maintenance and repair of these properties while also allowing for their use by a community partner. The rent funds will be used to pay for associated repairs, utilities, and remaining funds will be kept in a rolling fund to pay for planned capital items as funds accumulate.

A campus map is attached.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	Lease Agreement
🗋	Backup Material	Campus Map

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	4/12/2023 - 5:22 PM
Finance Committee	Merritt, Mallory	Approved	4/12/2023 - 5:22 PM
City Clerk	Admin, Default	Approved	4/12/2023 - 6:02 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION approving a one-year lease agreement with two one-year options between the City of Davenport and Community Action of Eastern Iowa for the lease of City-owned property located at the Annie Wittenmyer Complex.

WHEREAS, Community Action of Eastern Iowa desires to lease property from the City of Davenport for its operations; and

WHEREAS, the City of Davenport has a mutually shared interest in ensuring that these buildings are occupied and maintained; and

WHEREAS, Community Action of Eastern Iowa will provide an annual rent payment to the City of Davenport to cover facilities maintenance, utilities, and general use of all associated spaces, and the City will allow exclusive use of these properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a one-year lease agreement with two one-year options between the City of Davenport and Community Action of Eastern Iowa for the lease of City-owned property located at the Annie Wittenmyer Complex is hereby approved.

Passed and approved this 26th day of April, 2023.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AND AGREEMENT, executed in full, is made and entered into this _____ of _____, 2023, by and between City of Davenport, Iowa, an Iowa Municipal Corporation, hereinafter called the Lessor, and Community Action of Eastern Iowa., hereinafter called the Lessee. Lessor and Lessee agree to the following terms:

1. PREMISES. The Lessor leases to the Lessee, and the Lessee leases from the Lessor those certain premises in the City of Davenport, County of Scott, State of Iowa, described as follows and included in Appendix A.

   City owned property located at the Annie Wittenmyer Complex consisting of:

   Building D: Lower Level Only
   Building L

   The leased premises may be occupied and used by Lessee exclusively as a licensed Head Start facility, and or other educational services for children and families. Lessee is responsible for the procurement of any licenses and permits required for any use made of the Leased Properties by the Lessee. Nothing herein shall give the Lessee the right to use the property for any other purpose.

2. TERM. The term of this lease shall commence on the 1st day of May, 2023 and shall continue for a term of one year. At the end of the initial term, Lessee may exercise up to two (2) separate one (1) year renewals with written notification of its exercise of its right to do so, at least sixty (60) days prior to the expiration of the Term.

3. RENT. The rent for Community Action of Eastern Iowa for the term beginning May 1, 2023 shall be an annual fee of forty-five thousand dollars ($45,000.00) paid in twelve equal installments of three thousand, seven hundred and fifty dollars ($3,750.00) per month due by the 15th of each month. The rent for the Annie Wittenmyer buildings will appear on the same bill invoice as the Lessee's rent to the Roosevelt Center. Both rents are subject to be paid to the Lessor by the due date. Upon exercise of the annual renewal, and upon any adjustment to occupied buildings, the City of Davenport Finance Director shall have the authority to negotiate rent reductions which shall reasonably approximate fair market value for the areas or buildings to be leased.

4. UTILITIES. Lessor shall pay for water, electricity, and gas usage at the premises so long as such usage is reasonable. Lessee shall provide, at Lessee's cost, receptacles for refuse and arrange for its removal from the premises. Lessee is responsible solely for service and cost of access to cable, telephone, and/or internet. At the expiration of the term, the City of Davenport Finance Director shall have the authority to adjust the annual rent payment for additional terms factoring in the actual utility costs for the property.

5. REPAIRS AND MAINTENANCE. Lessor, at its expense, shall keep the premises in compliance with the state and local laws, keep the exterior walls and the roofs of the leased premises in good repair, and make all necessary structural repairs of alterations as determined by the Lessor. Lessor shall be responsible for all maintenance, including but not limited to the HVAC systems and routine and customary maintenance but excluding damage caused by Lessee or its occupants. Lessor shall be responsible for the services and costs of providing pest control to the building(s).

Lessee shall be responsible for custodial services and maintenance and repair for any damages caused by clients of the property.

Lessee shall, at the expiration of the lease, quit and surrender said premises in as good of a condition as that in which they were delivered less reasonable wear and tear, damage by fire, or other causes beyond the control of the Lessee.

6. OTHER IMPROVEMENTS. Lessee, at its expense, and with the written approval of the Lessor, may make additional improvements as may be necessary to fit the premises for its intended use. All fixtures and improvements, the material for which has been furnished by the Lessor, shall remain the property of the Lessor. In the event that the Lessee seeks grant-funded opportunities for improvements at its facilities, the City shall review any grant application prior to submittal and make the final determination as to whether a grant is applied for.

   All additions, improvements or other fixtures made, installed, or affixed to the premises in such a manner as to be removable without physical damage to the premises shall be and remain the property of the Lessee. These may be removed or replaced by the Lessee at any time and any material damage to the premises in the course of said removal shall be repaired by the Lessee and the Lessee's cost and expense. If Lessee fails to remove its fixtures or improvements prior to the termination of the Lease, all such fixtures or improvements shall become the property of the Lessor.

7. ACKNOWLEDGEMENT OF PREVIOUS IMPROVEMENTS. The Lessor acknowledges the previous improvements made by the Lessee including the purchase and installation of playground equipment and fence at an agreed upon location. At the termination of the Lease or any extension thereof, Lessee shall remove such playground structure and restore the area to its original condition.

8. ASSIGNMENT AND SUBLETTING. Lessee shall not assign or mortgage this lease, sublet the whole or any part of the premises, or use the premises for any purpose other than as General Office Use without the written consent of the Lessor.

9. SIGNS. Lessee shall not erect, install, operate or cause or permit to be erected, installed, or operated in or upon the premises any sign or other similar advertising device without first having obtain the Lessor's written consent in all cases. All signage erects, installed, or operated must be removable, and at the responsibility and cost of the Lessee shall be removed at the termination of the Lease. If Lessee fails to remove its signage prior to the termination of the Lease, all such signage shall become the property of the Lessor.

10. INSURANCE AND INDEMNIFICATION. The Lessor shall secure and maintain such primary insurance policies as will protect self, Lessee, or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by self, by any subcontractor, by anyone employed by it directly or indirectly, or by Lessee.

    The Lessee shall maintain property coverage to insure the contents in each building. The Lessor shall not be responsible for loss of contents.

    To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense:

(1) Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
(2) Is caused in whole or in part by any negligent act or omission of the Lessee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable.

To the fullest extent permitted by the law, the Lessor shall defend, indemnify, and hold harmless Lessee and any of its subsidiaries or sublettors if and when applicable, their officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from Lessor's obligations on the property, provided that any such claim, damage, loss or expense:

(3) Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
(4) Is caused in whole or in part by any negligent act or omission of the Lessor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable.

11. DESTRUCTION OF PREMISES. In the event the leased premises is deprived of the use and occupancy of the leased premises or any part thereof, the rent shall be wholly or proportionately abated in proportion to the amount of space which is not tenantable until any repairs are completed to make the premises tenantable. In the event the leased premises are damaged or destroyed by fire or other casualty in the amount of 50% or more of the value of said leased premises, this lease may be cancelled at the option of either party by giving to the other party written notice within thirty (30) days following the date of the fire or other casualty, of its intention to cancel the lease; and after said notice, the Lessee shall not be liable for any further payments of rent. In the event the Lessee does not give written notice within the time provided, the Lessor shall have a reasonable time to repair the damage. In the event of total destruction of said premises by fire or other casualty, this lease shall cease and come to an end, and the Lessee shall be liable for rent only up to the time of such destruction.

    In the event the leased premises shall be damaged by fire or other casualty not to exceed 50% of the value of the leased premises, the Lessor shall promptly restore and repair the premises to its present condition, as nearly as practicable, unless said casualty occurred during renovations being made by the Lessee. Provided, notwithstanding any provision to the contrary, if the Lessee elects not to occupy said buildings while it is being repaired from damage by fire or other casualty, no rent shall be charged whatsoever during the period of time Lessee is not occupying the building under such circumstances.

12. ACCESS AND PARKING. Lessee shall have non-exclusive use of access roads and public parking areas at the Annie Wittenmyer Complex. The Lessor and Lessee will work to assure convenient parking is available to the Lessee, without excluding other tenants in the vicinity.

    Lessor, at its expense, shall provide snow removal on the access road, known as Wittenmyer Lane and in the parking areas. Lessor shall provide snow removal for sidewalks and landscape maintenance including lawn care per the City's standard prioritization schedule.

13. NOTICES. All notices shall be in writing deposited in the United States Mail, certified with postage prepaid. Notice shall be deemed to be delivered when deposited in the United States Mail. Change of address by either party must be by notice given to the other party in the same manner as herein specified.

All notices to be given to the Lessee shall be addressed to the Lessee at:

Community Action of Eastern Iowa
500 E. 59th Street
Davenport, IA 52807
Attn: John Murphy
Jessica Bousselot

All notices to be given to the Lessor shall be addressed to the Lessor at:

Davenport City Hall
226 West 4th Street
Davenport, IA 52801
Attn: Mayor, City Administrator, Chief Financial Officer

14. DEFAULT. If Lessee shall be in arrears in the payment of rent for a period of ten (10) days, or if Lessee shall fail or neglect to do or perform or observe any of the terms of this Lease, and such failure or neglect shall continue for a period of not less than ten (10) days after the Lessor has notified Lessee in writing of Lessee's default (such ten (10) days notification period shall not be construed to apply to any default in payment or rent), or if Lessee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the Lessor lawfully may, at Lessor's option, immediately or at any time thereafter, without demand or notice, enter into and upon said premises or any part thereof and in the name of the whole, and repossess the same of its former estate, and expel Lessee and those claiming by, through, or under Lessee and remove Lessee's effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. On the re-entry, this lease shall terminate.

    The Lessor may, in its notice to Lessee, prescribe the time for curing a default not susceptible of cure within ten (10) days, which time shall be reasonable under the circumstances. If the default is not cured within the time specified, then the Lessor's rights of re-entry shall apply.

15. LESSOR'S ACCESS. Lessor, its agents, or employees may enter upon said premises at any time during the term of the lease or an extension hereof, for the purpose of inspection and the making of repairs or improvements on said premises, with the understanding that said entry and work will be performed in a manner as to cause a minimum of interference with the use of the premises by the Lessee.

16. WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by either party shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the Lessor from declaring a forfeiture of any succeeding breach either of the same condition or covenant or otherwise.

17. LAWS AND REGULATIONS. The parties shall comply with all laws, rules, and regulations which may be applicable to the leased premises.

18. HOLDING OVER. Any holding over after the expiration of said lease term, with the consent of the Lessor shall be construed to be tenancy from month to month, and shall be on the terms and conditions herein specified, as far as applicable.

19. SUCCESSORS IN INTEREST. All terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of all successors in interests of the parties herein.

20. SUBROGATION. Lessor hereby releases Lessee from any liability for loss or damage (including loss or damage caused by negligence of Lessee) to the buildings located on the leased premises by fire, explosion, smoke damage, and/or any other risk included in extended coverage insurance and agrees to advise any insurance company from who it obtains any insurance policy on the buildings of this release and agrees that any such policy will contain a waiver of any right of subrogation by the insurer against the Lessee.

21. NON-DISCRIMINATION. Lessee agrees that no person, on the basis of a protected class recognized by the federal, state, or local law will be excluded from the use of the facilities offered by Lessee from the premises; that such discrimination shall not be practiced against the public in their access to and use of the facilities and that such discrimination shall not be practiced against any employee or any prospective employee of the Lessee.

    In the event of any breach of the above nondiscrimination covenants, the Lessor shall have the right to terminate this Lease Agreement, without notice, after a finding of discrimination by a court or commission with jurisdiction, otherwise with a notice complying with this agreement, and to re-enter and repossess the premises and the facilities thereon, and hold the same as if said lease had never been made or issued.

WITNESS WHEREOF, the parties have executed this lease in duplicate the day and year first above written.

CITY OF DAVENPORT

BY: _____
Mike Matson, Mayor

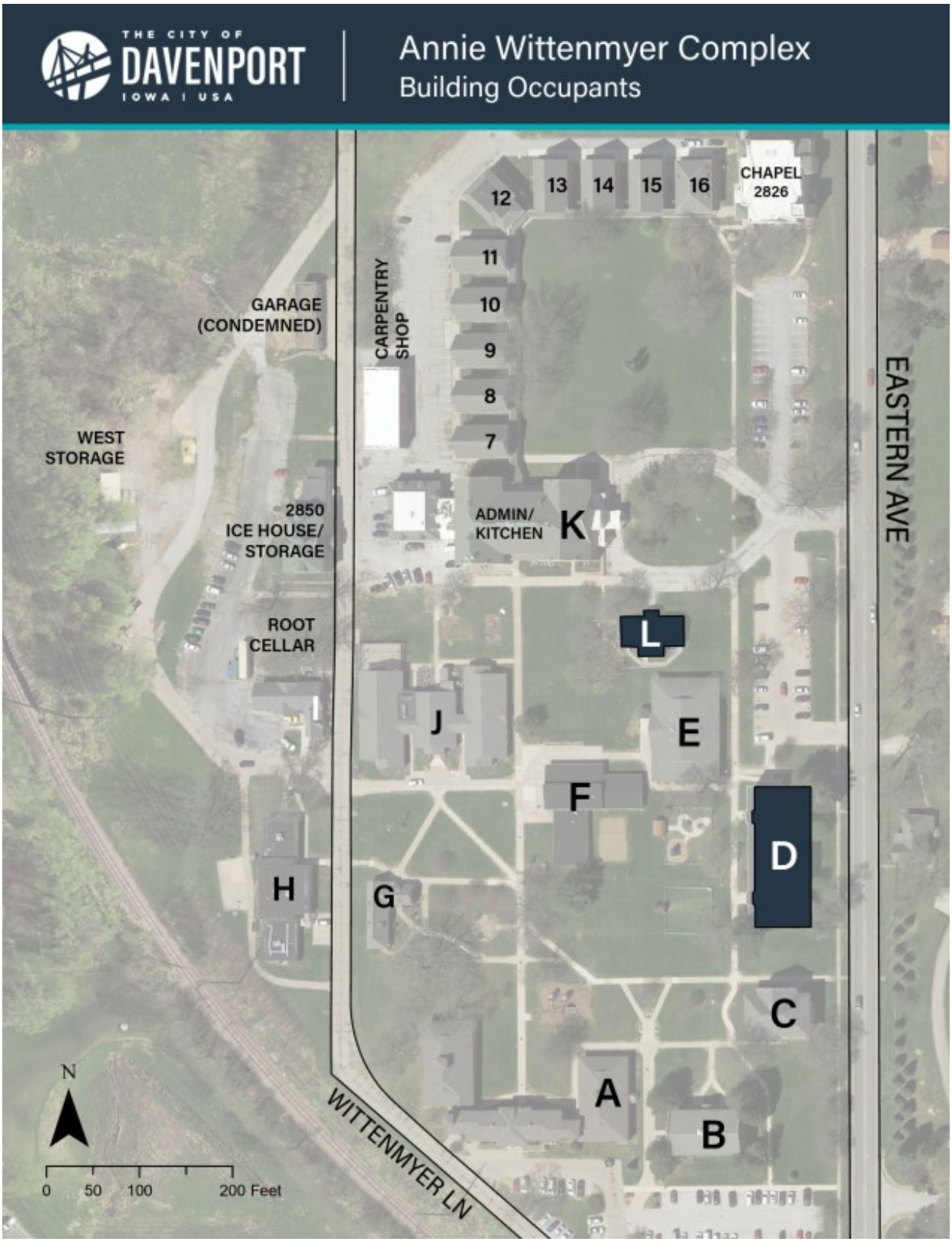
ATTEST: _____
Brian Krup, Deputy City Clerk

COMMUNITY ACTION OF EASTERN IOWA

BY: _____
John Murphy, CEO

ATTEST: _____
Sign and Print Name

APPENDIX A


THE CITY OF DAVENPORT
IOWA | USA
Annie Wittenmyer Complex
Building Occupants
CHAPEL 2826
12
13
14
15
16
11
10
9
8
7
CARPENTRY SHOP
GARAGE (CONDEMNED)
WEST STORAGE
2850 ICE HOUSE/ STORAGE
ROOT CELLAR
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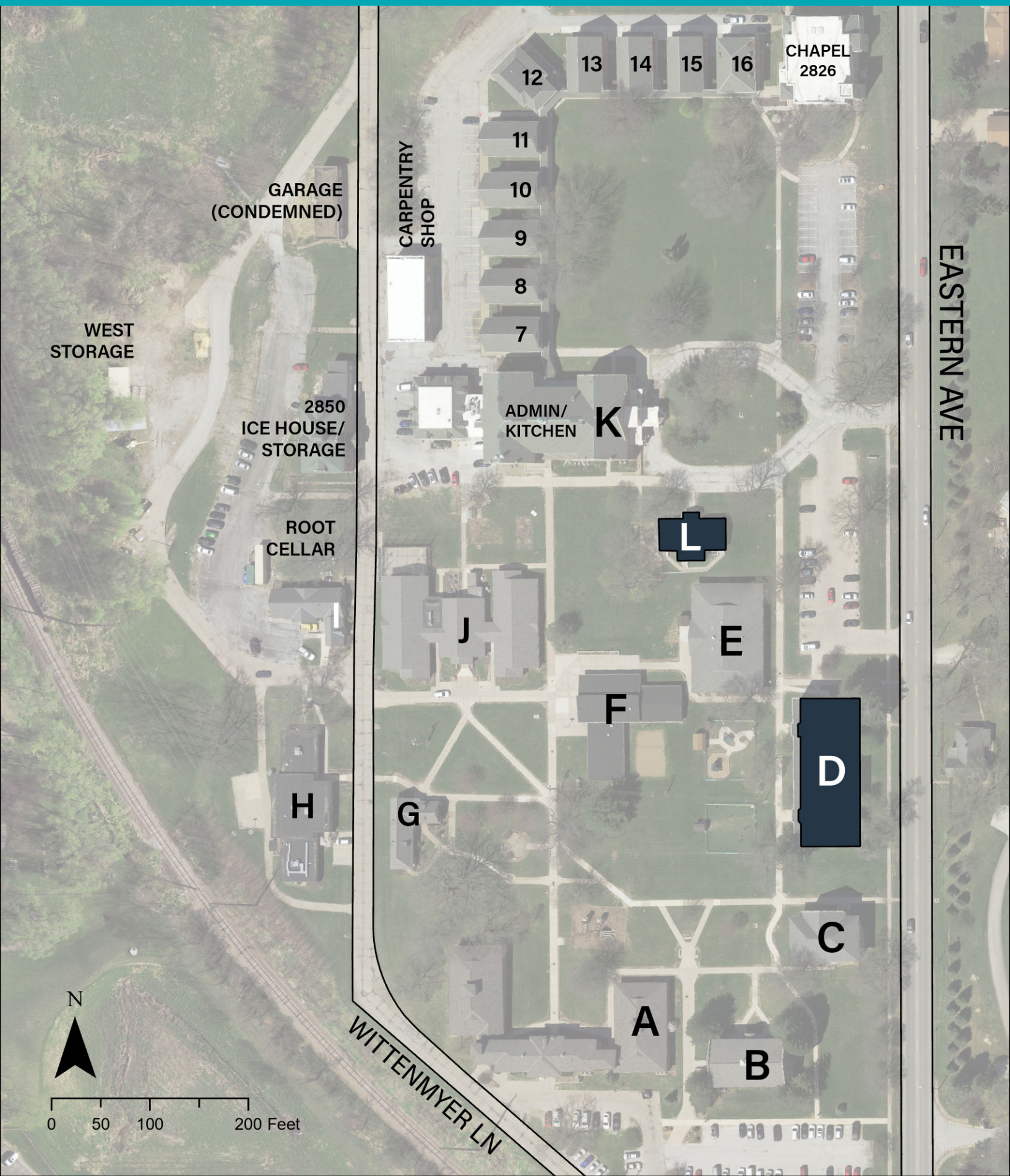
THE CITY OF DAVENPORT
IOWA | USA

Annie Wittenmyer Complex
Building Occupants



City of Davenport

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

Action / Date
4/26/2023

Subject:
Resolution adopting an updated Investment Policy. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Davenport City Council has adopted an investment policy mandated by Chapter 12 of the Iowa State Code. The policy was first adopted in 1992 and has been revised multiple times, with the last iteration in 2022. The Finance Department is responsible for establishing and maintaining an internal control structure to safeguard Davenport's assets from loss, theft, or misuse.

The investment policy addresses the investment program's primary goals, which include the safety of principal, maintaining appropriate levels of liquidity, and a reasonable return on investments. In addition, the policy addresses the delegation of authority, investment objectives, prudence, eligible investments, maturity limitations, diversification, safekeeping, pooled cash, and interest allocations, ethics conflict of interest, reporting and the process of selecting depositories.

The written investment policy must be periodically reviewed by staff and material changes must be approved by City Council. After review, staff is proposing the following changes to the investment policy:

1. Removing the State of Iowa Auditor as a recipient of revised policies.
2. Lowering cap for broker-dealers from $70,000,000 to $30,000,000, excluding securities held with a third-party custodian from their total.
3. New section adding the necessity for Investment Procedures.
4. Updating the term of policy review from three years to one year to address any changing market conditions.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Revised Investment Policy

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/14/2023 - 9:08 AM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION adopting the updated Investment Policy.

WHEREAS, the City is permitted under Chapter 12 of the State of Iowa Code to invest funds, and there is a State mandate to have a written investment policy which addresses safety, liquidity, and yield along with compliance with state law and diversification of investments; and

WHEREAS, the Finance Director shall be responsible for the implementation of the Investment Policy; and

WHEREAS, the Policy establishes best practices and standards that govern the investment and safekeeping of City funds by the Finance Department; and

WHEREAS, the Policy is required to be reviewed annually and must be approved by the Council; and

WHEREAS, the current proposed changes to the Policy include:

1. Removing the State of Iowa Auditor as a recipient of revised policies.
2. Lowering cap for broker-dealers from $70,000,000 to $30,000,000, excluding securities held with a third-party custodian from their total.
3. New section adding the necessity for Investment Procedures.
4. Updating the term of policy review from three years to one year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the updated Investment Policy is hereby adopted.

Passed and approved this 26th day of April, 2023.

Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT

Investment Policy

Section 1 - Purpose of Investment Policy

The Investment Policy of the City of Davenport, Iowa (Investment Policy) shall apply to all operating funds, bond proceeds, and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements. Each investment made pursuant to the Investment Policy must be authorized by and in accordance with applicable federal, state and local laws and this policy.

The investment of bond funds or sinking funds shall comply not only with the Investment Policy, but also be consistent with any applicable bond resolution.

The Investment Policy is intended to comply with Iowa Code Chapters 12B and 12C and their relevant successors, Federal arbitrage regulations, and Federal grant regulations.

Upon passage and future amendments, if any, copies of the Investment Policy shall be delivered to all of the following:

1. The City Administrator, Finance Director, and Revenue Manager;

2. All depository institutions, fiduciaries, and third parties assisting with or facilitating investment of funds;

3. The auditor engaged to audit any fund of the City.

4. Affirmative Action Commission

Section 2 - Delegation of Authority

The responsibility for conducting investment transactions resides with the Finance Director/City Treasurer of the City of Davenport. Investment responsibilities, however, may be delegated to the Revenue Manager. Only the Finance Director/City Treasurer and those authorized by this Investment Policy may invest public funds.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds, or acting in a fiduciary capacity for the City shall require the outside person to notify in writing to the Finance Director/City Treasurer within thirty (30) days of receipt of all communication from the auditor of the outside person or any regulatory authority of the existence of a material weakness in the internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City by the outside person. The records of investment transactions made by or on behalf of the City of Davenport are public records. They are the property of the City of Davenport, whether in the custody of the City or the custody of a fiduciary or other third parties.

The Finance Director/City Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, document those officers and employees of the City responsible for elements of the investment process, and address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related report on the internal control structure of all outside persons performing any of the following for the City of Davenport:

1. investing public funds,

2. advising on the investment of public funds,

3. directing the deposit or investment of public funds,

4. acting in a fiduciary capacity for the City.

The Finance Director/City Treasurer and all employees authorized to place investments shall be bonded in an amount determined by the City's Risk Manager or designee.

Section 3 - Objectives

The primary objectives, in order of priority, of all investment activities involving financial assets shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.

2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.

3. Return: Obtaining a reasonable return is the third investment objective.

4. Linked Deposit: Standards for financial institutions' involvement in areas of equal opportunity for minority sections of the City's population. Linked deposit objectives are defined in Section 13.

Section 4 - Prudence

The Finance Director/City Treasurer, when investing or depositing public funds, shall exercise the care, skill, discretion, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the Finance Director/City Treasurer shall consider the role that the investment or deposit plays within the portfolio of assets, expect a good return of income while preserving City capital and the investment objectives stated in Section 3.

Iowa Code exempts the Council, its agents, and City employees from personal liability from losses of a depository in the absence of negligence, malfeasance, misfeasance, and nonfeasance. When investing assets for a period longer than 30 days, the Finance Director/City Treasurer or their designee

shall request competitive investment proposals for comparable credit and term investments from a minimum of two investment providers. Bids will be requested from local banks approved as authorized depositories by the Treasurer of the State of Iowa, savings and loan institutions, primary dealers, and/or broker-dealers having an office within the State of Iowa and complying with linked deposit policy.

Section 5 - Instruments Eligible for Investment

Assets of the City of Davenport may be invested in the following:

1. Interest-bearing savings accounts, interest-bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association, or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be declared as a depository by the governing body of the City of Davenport. Deposits in any financial institution shall not exceed the amount approved by the governing body. The Iowa Code requires depositories to be located within the county, or the adjoining county, in which a city is located.

2. Obligations of the United States government, its agencies, and instrumentalities.

3. Certificates of deposit and other evidence of deposit at federally-insured Iowa depository institutions approved and secured according to Iowa Code.

4. Certificate of Deposit Account Registry Service (CDARS) deposited with an authorized financial institution pursuant to Chapter 12B.10 (7), Code of Iowa.

5. Iowa Public Agency Investment Trust (IPAIT) to include the Diversified Portfolio, Certificate of Deposit Registry Service (CDARS) and Fixed Term Automated (FTA) program, whose investments comply with Iowa code and IPAIT approved banks.

6. Prime bankers' acceptances that mature within 270 days of purchase and that are eligible for purchase by a Federal Reserve Bank.

7. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, as established by at least one of the standard rating services approved by the Superintendent of Banking.

8. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities and that the City takes delivery of the collateral either directly or through an authorized custodian. See Appendix A.

9. An open-end management investment company registered with the Securities and Exchange Commission under the Federal Investment Company Act of 1940, 15 USC, Section 80(a) and operated in accordance with 17 CFR Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in Section 5 of this Investment Policy.

10. Warrants or improvement certificates of a levee or drainage district.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7, Investment Maturity Limitations, and Section 8, Diversification Requirements.

Section 6 - Prohibited Investment and Investment Practices

Assets shall not be invested in the following:

1. reverse repurchase agreements,

2. futures and options contracts.

Assets shall not be invested pursuant to the following investment practices:

1. trading of securities for speculation or the realization of short-term trading gains;

2. pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the investment assets.

3. Certificates of deposit shall not earn less than the minimum interest rates determined by a committee of the state of Iowa as defined by Iowa State Code 12C.6 and posted on the State Treasurer of Iowa website.

If a fiduciary or another third party with custody of public investment transaction records fails to produce records when requested by this public body within a reasonable time, the City of Davenport shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

Section 7 - Investment Maturity Limitations

Operating funds must be identified and distinguished from all other funds available for investment. Operating funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

All investments authorized in Section 5 are further subject to the following investment maturity limitations:

1. Operating funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.

2. The Finance Director/City Treasurer or their designee can invest in certificates of deposit for a period up to sixty-three months in alignment with the parameters established in Iowa State Code 12B.10A(2).

3. Commercial Paper and Prime bankers' acceptances are required to mature within two hundred and seventy (270) days.

Section 8 - Diversification

Investments are subject to the following diversification requirements:

1. obligations of the United States government, its agencies, and instrumentalities, up to 100% of the investment portfolio;

2. certificates of deposit, up to 100% of the investment portfolio

3. Iowa Public Agency Investment Trust (IPAIT);

    a. At the time of purchase, no more than ten percent (25%) of the investment portfolio shall be invested in the Iowa Public Agency Investment Trust.

4. perfected repurchase agreements;

    a. At the time of purchase, no more than twenty-five percent (25%) of the investment portfolio shall be invested in perfected repurchase agreements.

5. prime bankers' acceptances;

    a. At the time of purchase, no more than ten percent (10%) of the investment portfolio shall be invested in prime bankers' acceptances.

    b. At the time of purchase, no more than five percent (5%) of the investment portfolio shall be invested in the securities of a single issuer.

6. commercial paper or other short-term corporate debt;

    a. At the time of purchase, no more than ten percent (10%) of the investment portfolio shall be in commercial paper or other short-term corporate debt.

    b. At the time of purchase, no more than five percent (5%) of the investment portfolio shall be invested in the securities of a single issuer.

    c. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt shall be invested in paper and debt rated in the second-highest classification.

7. open-end management investment company registered with the Securities and Exchange Commission

    a. At the time of purchase, no more than ten percent (10%) of the investment portfolio

shall be invested in an open-end management investment company.

Where possible, it is the policy of the City of Davenport to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from the overconcentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.

2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturity investments, marketable U. S. Treasury bills or cash on hand shall be used at all times.

3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

Section 9 - Safekeeping and Custody

All invested assets of the City of Davenport involving public funds require a custodial agreement, as defined in Iowa Code section 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

All invested assets of the City of Davenport eligible for physical delivery shall be secured by having them held by a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section 9.

Section 10 - Pooled Cash and Interest Allocation

Cash resources shall be pooled in order to maximize investment opportunities. Income from investments purchased with pooled cash shall be allocated to individual funds based on the fund's average cash balance and legal requirements, grant regulations, arbitrage rules, and/or bond resolutions. Interest income shall be allocated to all governmental, proprietary, and fiduciary fund types provided a fund is not subsidized by another fund.

Section 11 - Ethics and Conflict of Interest

All employees involved in the investment process, including the CFO, Revenue Manager, and Management Analyst – Revenue, shall refrain from personal business activity that could conflict with the proper execution of the investment program or impair their ability to make impartial investment decisions. Any personal investments or loans in or with any entity that the City has declared as a depository or regularly conducts investment business with shall be disclosed in writing to the City Administrator/City Clerk. Staff included in this section will be notified of depository changes.

Section 12 - Reporting

The Revenue Manager shall submit an investment report that summarizes current market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return, and other features and summarize all investment transactions during the reporting period and compare the investment results with the budgetary expectations. Finance will benchmark city investments against both the 1-year U. S. Treasuries and the Iowa Public Agency Investment Trust (IPAIT) rates of return for similar durations. Monthly reports shall be submitted to the Mayor, City Council, City Administrator, and Finance Director/City Treasurer within 30 days of the first of each month.

Quarterly, the Revenue Manager will include a summary of recent market conditions and investment strategies employed since the previous investment report along with the criteria included in the monthly report. Quarterly reports shall be submitted to the Mayor, City Council, City Administrator, and Finance Director/City Treasurer within 30 days after January 1, April 1, July 1 and October 1 annually.

Tabulation of bids for each investment transaction will be provided to the City Administrator, Finance Director/City Treasurer, and participating financial institutions.

Section 13 – Qualified Institutions

The City shall identify qualified financial institutions to do investment business with through the Request for Qualification (RFQ) process. Potential institutions will be required to submit a letter stating they will comply with all applicable federal, state and local laws and regulations, with the City of Davenport's investment policy, provide documentation that the depository will comply with the State of Iowa Treasurer's Office regarding acceptance of public deposits, provide an annual report, and submit the most recent Community Reinvestment Act (CRA) performance evaluation and Home Mortgage Disclosure Act (HMDA).

The factors mentioned in Section 13 will be evaluated by the Finance Department and reviewed by the Inclusion & Equity Administrator or its designee(s) and the Affirmative Action Commission and approved by the Davenport City Council.

Institutions may be added, and the list of qualified institutions amended individually at the request of a financial institution and acceptance of the City Treasurer or their designee. The financial institution must meet all criteria identified in the Request for Qualifications process.

As the primary bank for the City, Quad City Bank and Trust shall have a maximum deposit amount of $150,000,000. The maximum deposit amount is $30,000,000 for American Bank and Trust, CBI Bank and Trust, Fortress Bank, U.S. Bank, and DuTrac Credit Union. A broker-dealer's maximum investments deposit, including Piper Sandler, IPAIT, and Wells Fargo Securities N.A., is $30,000,000. Securities purchased from a broker-deal and held with a third-party custodian are not included in this total. Resolution No. 2022-302.

All depositories participating in the City of Davenport's Investment program must annually submit their most recent annual report, and if applicable the most recent Community Reinvestment Act (CRA)

Performance Evaluation, Home Mortgage Disclosure Act (HMDA) and related reports on internal control structure. State law also requires outside persons doing investment business with the City to notify in writing to the City Treasurer within thirty (30) days of receipt of all communications from the auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City by the outside person. The Revenue Manager will follow up on any irregularities reported. Also, savings and loans must submit a monthly report of current market value of collateral deposited with a custodian.

Section 14 - Consideration of Community Reinvestment Activities

It shall continue to be the City's primary objective of its investment policy to preserve principal while maintaining sufficient liquidity to meet the City's cash requirements while maximizing income. Prospective security dealers, financial institutions, depository banks, collection banks, and assets managers the City selects will be selected primarily based on these criteria.

The City shall apply the following factors/criteria to the above financial principles:

1. The City shall not deposit or invest funds with any financial institution below a minimum Community Reinvestment Act exam of an overall institution rating of Satisfactory and an overall Davenport MSA rating of Satisfactory.

2. The City will make every attempt to encourage security brokerage firms and brokers owned, managed, or operated by women and/or minorities as identified under federally protected class statutes and to submit a proposal on a competitive basis to act as the City's agent.

3. The City shall consider those institutions that have a demonstrated commitment and practice of promoting economic development and community reinvestment in economically distressed neighborhoods and City-designated empowerment zones through mortgage lending and commercial lending and or documented contributions toward such efforts. Community Reinvestment Act portfolio data and Home Mortgage Disclosure Act data may be used to assess these criteria. This commitment will also be measured with respect to home improvement financing and the availability of banking services.

4. A demonstrated commitment and practice of promoting economic development through commercial lending to small businesses in the Quad City metropolitan area and or documented contributions toward such efforts. This includes innovative initiatives to provide competitive and low-cost equity capital, working capital and other commercial credit to businesses (including, but not limited to, women and minority-owned businesses, and other businesses that are "B" and "C" rated credit risks) that are performing on City contracts.

Section 15 - Investment Procedures

The City Treasurer shall establish written investment procedures consistent with this investment policy for the operation of the investment program. Procedures should include references to: safekeeping, delivery vs. payment, wire transfer agreements, internal controls, collateral/depository agreements, daily cash flow review, basis for awarding bids, authorized personnel, and portfolio

inventory.

The procedures document is intended to provide guidance for staff and to provide continuity in the event of an interruption of service of the City Treasurer.

Section 16 - Investment Policy Review and Amendment

This Investment Policy shall be reviewed annually or more frequently as appropriate. Changes to the policy must be approved by City Council, if no updates to the policy are needed, the City Council will be notified, by the City Treasurer or designee. Finance shall promptly give notice of amendments to the Investment Policy to all parties noted in Section 1.

APPENDIX A

Repurchase Agreements

The City shall use a master repurchase agreement similar to the Public Securities Association (PSA) model with additional protection regarding delivery, substitutions, margin maintenance, margin amount, seller representations, and governing law as recommended by the Government Finance Officers Association's Committee on Cash Management. Additional protection shall include:

1. Delivery - All transactions shall be accomplished through “delivery vs. payment”.

2. Collateral shall consist of obligations of the U. S. Treasury or its agencies. Zero-coupon instruments are not acceptable due to excessive volatility. Collateral shall be pledged in the name of the City and delivered to a third party custodian for safekeeping.

3. Substitution - The seller may substitute collateral only after prior written consent of the City. The seller shall absorb all costs associated with any substitutions of securities.

4. Margin Maintenance - The seller shall provide collateral and maintain collateral with a minimum of 105% of market value. If the collateral value shall fall below 105% of market value, the seller must provide additional collateral to maintain the margin.

5. Sellers Representations - Sellers shall comply with applicable capital adequacy and net capitalization.

6. Governing Law - Unless otherwise authorized, the laws of the State of New York shall govern all transactions pursuant to the repurchase agreement due to the highly developed body of commercial and securities laws and the provisions in New York which assure protection and consistency/uniformity in the manner and method by which interests in investment securities are transferred.

7. Reverse repurchase agreements shall not be an allowable investment for the City.

Glossary of Terms

Agent: Individual authorized by another person, called the principal, to act on the latter's behalf in transactions involving a third party.

Agent Securities: Issued by government-sponsored corporations such as Federal Home Loan Banks or Federal Land Banks. Agency Securities are exempt from Securities and Exchange Commission (SEC) registration requirements.

Bankers Acceptance: Time draft drawn on and accepted by a bank, the customary means of effecting payment for merchandise sold in import-export transactions and a source of financing used extensively in international trade.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS): A program with an approved depository that removes the need for collateral by providing full FDIC insurance for certificates of deposit.

Commercial Paper: Short-term obligations with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

Delivery Versus Payment (DVP): Securities industry procedure, common with institutional accounts, whereby delivery of securities sold is made to the buying customer's bank in exchange for payment, usually in the form of cash.

Fiduciary: Person, company, or association holding assets in trust for a beneficiary.

Futures Contract: Agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date.

Open-End Management Company: Investment company that sells mutual funds to the public. The term arises from the fact that the firm continually creates new shares on demand. Mutual fund shareholders buy the shares at net asset value. They can redeem them at any time at the prevailing market price, which may be higher or lower than the price the investor bought.

Option: Right to buy or sell property that is granted in exchange for an agreed-upon sum. If the right is not exercised after a specific period, the option expires, and the option buyer forfeits the money.

Portfolio: Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other assets by an individual or institutional investor.

Prudent Person Rule: A legal maxim restricting the discretion in a client's account to investments that a prudent person seeking reasonable income and preservation of capital might buy for his or her own portfolio. This rule intends to protect against investments not worthy of credit.

Repurchase Agreement: Agreement between a seller and a buyer, usually of U. S. Government securities, whereby the seller agrees to repurchase the securities at an agreed-upon price and,

usually, at a stated time.

Safekeeping: Storage and protection of a customer's financial assets, valuables, or documents, provided as a service by an institution serving as an agent and, where control is delegated by the customer, also as custodian.

Speculation: Assumption of risk in anticipation of gain but recognizing a higher than average possibility of loss.f3