

CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, March 11, 2020; 5:30 PM

City Hall, 226 W 4th St, Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting Minutes for February 26, 2020

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for March 4, 2020

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Civil Service Commission

-Toby Paone (New Appointment)

-Jerald Thomas (New Appointment)

2. Historic Preservation Commission

- Christine Powers (New Appointment)

3. Design Review Board

- Evan Salzer (New Appointment)

4. Housing Commission

- Jess Richards (New Appointment)

IX. Presentations

A. 2020 Art in City Hall Student Recognition

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding McKinley Ave along the south side from Concord St west 190 feet, between 2:45 p.m. and 3:10 p.m. on school days.
[Ward 1]

**COMMITTEE OF THE WHOLE RECOMMENDS SUSPENSION OF
THE RULES AND PASSAGE OF SECOND AND THIRD
CONSIDERATIONS**

- i. Motion for suspension of the rules
- ii. Passage of second and third considerations

XII. Approval of All Items on the Consent Agenda

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

1. Third Consideration: Ordinance amending Chapter 2.18 to add urban planning functions to the Neighborhood Services Department and rename it "Development and Neighborhood Services Department." [All Wards]
2. Third Consideration: Ordinance amending Chapter 2.32 entitled "Department of Community Planning and Economic Development" to redefine duties and rename the department. [All Wards]
3. Second Consideration: Ordinance for Case ROW20-01 being the request of Schuetzenpark Gilde to vacate 0.0835 acres, more or less, of right-of-way located at N Elsie Ave extending north of W 3rd Pl. [Ward 1]
4. Resolution for Case F19-05 being the request of Russell Construction for a final plat of Russell - Crow Valley Office Park 7th Addition on 11.07 acres, more or less, being a replat of Lot 1 & 2 of Russell - Crow Valley Office Park 3rd Addition located at 4700 E 53rd St containing four lots. [Ward 6]
5. Resolution closing various streets, lanes, or public grounds on the listed dates and times to hold outdoor events.

Project Renewal; Fit-Fest; Saturday, April 18, 2020 7:00 a.m. - 12:00 p.m.; **Closures:** W 6th St from Marquette St to Gaines St; Warren St from W 6th St to W 5th St. [Ward 3]

Donna Young; Village in Bloom Festival of the Arts; Village of East Davenport; Saturday, May 2, 2020 6:30 a.m. - 6:30 p.m.; **Closures:** E 11th St from Mound St to Jersey Ridge Rd; Christie St from E 11th St north to the alley; bike path from Mound St to E 11th St/Jersey Ridge Rd. [Wards 5 & 6]

Ganzo's Mexican Restaurant, Ganzo's 5K; Saturday, May 2, 2020; 5:30 a.m.–11:00 a.m.; **Lane closures:** northbound N Marquette from W Kimberly to W 41st; W 41st from Marquette to Division; northbound Division from W 41st to W 53rd; eastbound W 53rd from Division to NW Blvd; southbound NW Blvd from W 53rd to Taylor; Taylor from NW Blvd to W 52nd; W 52nd/Garner Dr from Taylor to W 51st; W 51st from W 52nd/Garner Dr to Fillmore Ln; Fillmore Ln from W 51st to W 46th; W 46th from Fillmore Ln to Marquette; Marquette from W 46th to finish line at Ganzo's Restaurant. Volunteers will be present throughout the neighborhoods to assist residents who need to enter

and exit. [Wards 7 & 8]

6. Resolution accepting the Veterans Memorial Parkway Paving and Bridge project from I-74 to Utica Ridge Road completed by Valley Construction Company of Rock Island, IL. The project was completed with a final contract amount of \$6,680,233.51, CIP #10556. [Ward 6]
7. Resolution approving the specifications, form of contract, and estimate of cost for the FY21-FY22 Contract Sewer Repair Program, CIP #30052 and #33001. [All Wards]
8. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Public Works High Bay Roof Replacement project, CIP #23033. [Ward 7]
9. Resolution approving the plans, specifications, form of contract, and estimate of cost for the CY20 General Street Resurfacing Program, CIP #35042. [Wards 3, 4, 5, & 6]
10. Resolution approving and adopting the preliminary plans and specifications and plats and schedules covering the FY20 Alley Resurfacing Program, CIP #35038. [Wards 4 & 6]
11. Resolution awarding the contract for the 11th St reconstruction from Wisconsin Ave to Hidden Valley Dr to Tri-City Blacktop, Inc of Bettendorf, IA in the amount of \$448,942.50, CIP #35040. [Ward 1]
12. Resolution approving a contract amendment with the Iowa Department of Transportation and the Federal Transit Administration extending the current contract to provide transportation alternatives during the I-74 Bridge Reconstruction through June 30, 2021. [All Wards]
13. Resolution authorizing the Mayor to execute the deed to convey the following property to Hawkeye Paving Corporation, LLC: 4241 W 83rd St, Tax Parcel ID V3237-02, City of Davenport, County of Scott, State of Iowa. [Ward 2]
14. Resolution setting a Public Hearing concerning the proposed conveyance of vacated public right-of-way, that being a part of Dugan & Rauch's 2nd Addition lying west and northwest of Lot 14 Dugan & Rauch's 2nd Addition (Larry and Gay Jasper, petitioners). [Ward 4]
15. Resolution approving a downtown services agreement with the Quad Cities Chamber of Commerce d/b/a Downtown Davenport Partnership for the provision of downtown garbage removal, parking ramp cleaning, pocket park maintenance, and Skybridge cleaning services. [Ward 3]
16. Resolution setting March 25, 2020, as the date for the sale of General Obligation Corporate and Refunding Bonds, Series 2020 and approving the Preliminary Official Statement. [All Wards]
17. Resolution approving seven Open Prairie/Forest Cover Property Tax Exemptions. [Wards 1, 6, & 8]
18. Resolution approving and ratifying the environmental clean-up at 1239 N Lincoln, including payment of not-to-exceed \$100,000 to Scott County Waste Commission, assessment of all related costs to the property owner, and

authorizing the City Administrator to amend the FY20 budget accordingly.
[Ward 4]

19. Motion approving noise variance requests for various events on the listed dates and times.

Donna Young; Village in Bloom Festival of the Arts; Village of East Davenport; Saturday, May 2, 2020 10:00 a.m. - 4:00 p.m.; Outdoor music, over 50 dBa. [Wards 5 & 6]

Gilda's Club QC; Bags n' Brews; Lindsay Park, Village of East Davenport; Saturday, August 15, 2020 12:00 p.m. - 5:00 p.m.; Outdoor music/band, over 50 dBa. [Ward 6]

20. Motion approving beer and liquor license applications.

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

Ward 3

Quad Cities River Bandits (Main Street Iowa, LLC) - 209 S Gaines St - Ownership Update - Outdoor Area - License Type: C Liquor

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

Ward 1

Sub Express & Gas (Keya Food Mart Inc) - 4307 W Locust St - License Type: E Liquor

Ward 2

California Pho (Binh Van Nguyen) - 3559 W Kimberly Rd - License Type: Beer/Wine

Ward 3

Antonella's Trattoria Ristorante (Antonella Trattoria Restaurant, Inc) - 112 W 3rd St - License Type: Beer/Wine

At the Stardust (At the Stardust, LLC) - 218 Iowa St - License Type: C Liquor

Cru 221 (Cru 221, LLC) - 221 Brady St - License Type: C Liquor

Embers of Phoenix (Jai Mata Lakshmi, Inc) - 111 W 2nd St - License Type: C Liquor

Gateway Pub (Doo-Dah Incorporated) - 702 W 3rd St - License Type: C Liquor

KC Brothers (KC 2 Brothers, Inc) - 214 Myrtle St - License Type: E Liquor

Nally's Kitchen (Nally's Kitchen, Inc) - 1622 Rockingham Rd - License Type: B Beer

Quad Cities River Bandits (Main Street Iowa, LLC) - 209 S Gaines St - Outdoor Area - License Type: C Liquor

Sam's Food (Sam Food LLC) - 648 N Marquette St - License Type: E Liquor

Scott's Shovelhead Shed (SSS, Inc) - 220 N Pine St - Outdoor Area - License Type: C Liquor

Tappa's Steak House (Big Tap Productions, Inc) - 1620 Rockingham Rd - License Type: C Liquor

Ward 4

The Meat Market (Weetbruch Enterprises, Inc) - 1629 Washington St - Outdoor Area - License Type: C Liquor

The Pour House (Boss Lady, Inc) - 1502 W Locust St - Outdoor Area - License Type: C Liquor

SC Mini Mart (SC Minimart LLC) - 1511 W Locust St - License Type: C Beer

Ward 5

Brady Mart Food & Liquor (Midwest Stores LLC) - 3107 Brady St - License Type: E Liquor

Stadium Club (Si's Inc) - 2828 Brady St - License Type: C Liquor

Ward 6

Homewood Suites (Davenport Lodging Group, LLC) - 4750 Progress Dr - License Type: Beer/Wine

Mart Stop No. 1 (Mart Stop No. 1) - 3527 Spring St - License Type: E Liquor

Ward 7

Pancho's Mexican Grill (FMDAV, LLC) - 902 W Kimberly Rd - Outdoor Area - License Type: B Beer

R & C Brazilian Steakhouse (R & C Brazilian Steakhouse LLC) - 320 W Kimberly Rd - License Type: C Liquor

Ward 8

Big 10 Mart (Molo Oil Company) - 5310 N Brady St - License Type: C Beer

Element Tea & Wine Lounge (Element Tea Lounge, LLC) - 5345 Belle Ave,
Ste 4 - Outdoor Area - License Type: C Liquor

Express Lane #76 (Expresslane Inc) - 6268 Brady St - License Type: C Beer

GD Xpress (Ram II LLC) - 4607 N Pine St - License Type: E Liquor

Steeplegate Inn/One Hundred West (Frontier Management Corp) - 100 W
76th St - License Type: B Liquor

21. Motion approving the contract for the equipment for new Police Department vehicles to Keltek Inc in the amount of \$63,313.31. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to add and vote on the items below:
2. Resolution amending the special events lane closure request by Carriage Haus/Kilkenny's for Friday, March 13, 2020 and Saturday, March 14, 2020 to include an additional travel lane on the west side of Harrison St. [Ward 3]
3. Resolution authorizing the submission of a grant application to the Federal Transit Administration (FTA) for three battery powered electric buses and related charging facilities. [All Wards]

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

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

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
3/11/2020

Subject:
Approval of the City Council Meeting Minutes for February 26, 2020

ATTACHMENTS:

Type	Description
▣ Backup Material	CC Min 022620

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	3/5/2020 - 8:41 AM

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, February 26, 2020

The City Council of Davenport, Iowa met in regular session on Wednesday, February 26, 2020 at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 W 4th St, Davenport, IA with Mayor Mike Matson presiding and all Aldermen present.

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council Meeting Minutes for February 12, 2020.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for February 19, 2020.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

1. NAWIC National Women in Construction Week

ISSUED 2020-75

IX. Public with Business

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

On motion by Ald. Meginnis, second by Ald. Peacock with all Aldermen present voting aye, the following Resolution was adopted:

1. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Pine St Sidewalk Project, CIP #28021. [Ward 2]

ADOPTED 2020-76

On motion by Ald. Ambrose, second by Ald. Meginnis with all Aldermen present voting aye except Ald. Ambrose, the following Motion passed:

2. Motion approving the Main Street Landing Destination Play Area Design Competition RFQ and directing staff to execute the proposed procedures contained within. [Ward 3]

PASSED 2020-77

XII. Approval of All Items on the Consent Agenda

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

On motion by Ald. Ambrose, second by Ald. Peacock with all Aldermen present voting aye the Consent Agenda was approved as follows:

1. Third Consideration: Ordinance for Case REZ19-13 being the request of Alex Kelly on behalf of Pegasus 62 LCC for a zoning map amendment on 9,000 square feet, more or less, of property located at 2012 E 11th St from R-4C Single-Family and Two-Family Residential Zoning District to C-T Commercial Transitional Zoning District. [Ward 5] **ADOPTED 2020-78**

ORDINANCE NO. **2020-78**

ORDINANCE for case REZ19-13 being the request of Alex Kelly on behalf of Pegasus 62 LCC for a zoning map amendment on 9,000 square feet, more or less, of property located at 2012 East 11th Street from R-4C Single-Family and Two-Family Residential Zoning District to C-T Commercial Transitional Zoning 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-T, Commercial Transition District.

The property has the following legal description:

The East 45 feet of Lot 1 in Block 10 in the Village of East Davenport, now a part of the City of Davenport, Iowa.

and

The West Half of Lot 2, and that part of the East Half of said Lot 2, particularly described as follows: Commencing at the Northeast corner of said Lot 2, and running thence West 40 feet, more or less, along the South Line of the alley to the center of said Lot 2; thence South 150 feet to the East 11th Street (Formerly Main Street); thence in a northeasterly direction to the place of beginning, all in Block 10 in the Plat of East Davenport Proper, also called the Village of East Davenport, and now in the City of Davenport, Scott County, Iowa.

and

The South 30 feet of Lot 8 in Block 10 in the Village of East Davenport (now within the corporate limits of the City of Davenport, Iowa), as shown by the Plat recorded in Book "I" Land Deeds page 180, records of the Recorder's Office of Scott County, Iowa.

At its December 17, 2019 meeting, the Davenport Plan and Zoning Commission voted to recommend approval of the proposed rezoning.

Section 2. At its December 17, 2019 meeting, the Plan and Zoning Commission unanimously in favor of forwarding Case REZ19-13 to the City Council with a recommendation for denial with the following findings:

1. Rezoning the property would not be consistent with the Comprehensive Plan as it would allow for higher intensity development allowed in an area designated RG Residential General.
2. There is little demand for commercial development in this vicinity. More than 15 acres of vacant land zoned C-2 exists to the east of the site.
3. Additional commercially zoned land may have a negative impact on nearby neighborhoods and Ridgeview Park.

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.

Approved: 2/26/2020; Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Third Consideration: Ordinance for Case ROW19-02 being the request to vacate a portion of the original Division St right-of-way located between Ridgeview Dr and W 76th St (Earle Glaus, petitioner). [Ward 8] **ADOPTED 2020-79**

ORDINANCE NO. **2020-79**

ORDINANCE for Case ROW19-02: Request of Earle Glaus to vacate a portion of the original Division Street right-of-way located between Ridgeview Drive and W. 76th Street.

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby vacated (abandoned).

The property has the following legal description:

Part of the Right of Way of the old Division Street adjacent to Lot 10, Ridgeview Park Addition, an official plat in the City of Davenport, Scott County, Iowa described as follows:

Commencing of the North Corner of said section 3; thence South 88 degrees 06' 05" West along the North line of the Northwest ¼ of Section 3 Township 78 North Range 3 East of the 5th P. M., a distance of 33' to the East Line of said Lot 10; thence South 0 degrees 43'03" to the North Right of Way Line of Ridgeview Drive, Thence East along the North ROW line of Ridgeview Drive a distance of approximately 33 feet to a point on the East line of Section 3 Township 78 North Range 3 East of the 5th P. M. to a point; thence North 00 degrees, 00' – 38" East to a point on the South Line of 76th Street, Thence Westerly along the South line of 76th Street along a curve with a radius of 802 feet a distance of approximately 33 feet to the point of beginning containing 0.4712 acres, more or less.

At its public hearing held on January 7, 2020, the Plan and Zoning Commission voted to recommend approval of the right-of-way vacation.

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.

Approved: 2/26/2020; Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

3. Second Consideration: Ordinance amending Chapter 2.18 to add urban planning functions to the Neighborhood Services Department and rename it "Development and Neighborhood Services Department." [All Wards] **MOVED TO THIRD CONSIDERATION**

4. Second Consideration: Ordinance amending Chapter 2.32 entitled "Department of Community Planning and Economic Development" to redefine duties and rename the department. [All Wards]

MOVED TO THIRD CONSIDERATION

5. First Consideration: Ordinance for Case ROW20-01 being the request of Schuetzenpark Gilde to vacate 0.0835 acres, more or less, of right-of-way located at N Elsie Ave extending north of W 3rd Pl. [Ward 1]

MOVED TO SECOND CONSIDERATION

6. Resolution authorizing the Mayor to sign the 2019 Certified Local Government Annual Report. [All Wards]

ADOPTED 2020-80

7. Resolution supporting a Workforce Housing Tax Credit (WHTC) application to the State for the Roosevelt Building project located at 307 W 6th St and approving an Urban Revitalization Tax Exemption (URTE) application for the same (Andrew Wold Investments, LLC, petitioner). [Ward 3]

ADOPTED 2020-81

8. Resolution approving 2020 Urban Revitalization Tax Exemption (URTE) Projects. [All Wards]

ADOPTED 2020-82

**Ald. Meginnis abstained from the projects at 736 Federal St, 800 Isabel Bloom Way, 421-423 Brady St, 425-427 Brady St, 506 W 8th St, and 707 Gaines St.*

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

ADOPTED 2020-83

Carriage Haus/Kilkenny's; St. Patrick's Day Event; 300 W 3rd St; Saturday, March 14, 2020 after parade – 11:30 p.m.; Closures: parking lane and west travel lane on Harrison St adjacent to Kilkenny's (beginning Friday, March 13, 2020 at 5:00 p.m.) and W 3rd St between Ripley St and Harrison St. [Ward 3]

The Office; St. Patrick's Day Event; 116 W 3rd St; Saturday, March 14, 2020 after parade - 10:00 p.m.; Closure: parking lane and two north travel lanes on W 3rd St in front of establishment. [Ward 3]

Stickman Racing Group; Easter Egg Scramble 5K; Saturday, April 11, 2020 6:30 a.m. – 11:30 a.m.; Closures: Christie St from E 11th to E 12th; E 11th St from Christie to Jersey Ridge; Jersey Ridge from 11th to Middle; Middle from Jersey Ridge to Eastmere to Bettendorf City Limits; Wood Ln from Bettendorf City Limits to Forest Rd; Forest Rd between Wood Ln; Wood Ln from Forest Rd to McClellan Blvd; McClellan Blvd from Wood Ln to River St (alternate route: McClellan Blvd from Wood Ln to Edgehill Ter; Edgehill Ter from McClellan Blvd to River St); River St from McClellan Blvd to the finish at 2132 E 11th St. [Wards 5 & 6]

Ganzo's Mexican Restaurant; Cinco de Mayo Fiesta; 3923 Marquette St; Saturday, May 2, 2020 12:00 p.m. - 12:00 a.m.; Closure: northbound Marquette St from Kimberly Rd to 3923 Marquette St. [Ward 7]

St. Paul Lutheran Church; Mayfest; 2136 Brady St; Sunday, May 17, 2020 8:00 a.m. - 3:00 p.m.; Closure: Lombard St from Main St to Brady St. [Ward 5]

City of Davenport Parks and Recreation; Youthfest; Fejervary Park; Wednesday, July 8, 2020 7:00 a.m. - 3:00 p.m.; Closure: W 12th St from Wilkes Ave through Fejervary Park to just north of the Fejervary Family Aquatic Center parking lot.
[Ward 4]

10. Resolution accepting work completed under the Green Alley Project, CIP #33031. The total contract with Hawkeye Paving Corp of Bettendorf, IA was \$143,043. [Ward 4]

ADOPTED 2020-84

11. Resolution accepting the Underground Storage Tank Removal project at the Davenport Municipal Airport completed by Impact7G, Inc of Clive, IA. The project was completed with a final contract amount of \$135,740.37, CIP #20011. [Ward 8]

ADOPTED 2020-85

12. Resolution approving contract amendment #1 for the Sanitary Sewer Condition Assessment within Canadian Pacific and Iowa Interstate Railroad right-of-ways to Veenstra & Kimm, Inc, in an amount not-to-exceed \$201,843.21 budgeted in CIP #30047. [All Wards]

ADOPTED 2020-86

13. Resolution awarding the contract for E 39th St and Forest Rd Intersection Reconstruction project to CDMI Concrete Contractors Inc of Port Byron, IL in the amount of \$137,987.90, CIP #35040. [Ward 6]

ADOPTED 2020-87

14. Resolution awarding the contract for the W 29th St Pavement Reconstruction project to Centennial Contractors of the Quad Cities of Moline, IL in the amount of \$154,092.05, CIP #35040. [Ward 7]

ADOPTED 2020-88

15. Resolution accepting the Forest Grove Rd Paving project from Utica Ridge Rd to the east corporate limits completed by McCarthy Improvement Company of Davenport, IA. The project was completed with a final contract amount of \$6,422,584.92, CIP #01145. [Ward 6]

ADOPTED 2020-89

16. Resolution approving the plans, specifications, form of contract, and estimate of cost for the CY20 Crack and Seat Program, CIP #35042. [Wards 2 & 7]

ADOPTED 2020-90

17. Resolution awarding the contract to Manatt's Inc of Brooklyn, IA for the E 53rd St Pavement Reconstruction Project Phase I in the amount of \$6,274,672.69, CIP #35031. [Wards 7 & 8]

ADOPTED 2020-91

18. Resolution accepting the Lincoln Ave Reconstruction (W Locust St to W Central Park Ave) Project, CIP #35035. [Ward 4]

ADOPTED 2020-92

19. Resolution approving the contract for the Elmwood Avenue 61st St to 62nd St Reconstruction to Manatts, Inc of Camanche, IA in the amount of \$225,492.03, CIP #35040. [Ward 2]

ADOPTED 2020-93

20. Resolution setting a Public Hearing on Wednesday, March 4, 2020 at 5:30 p.m. to convey the following property to Hawkeye Paving Corporation, LLC: 4241 W 83rd Street, Tax

Parcel ID No V3237-02, City of Davenport, County of Scott, State of Iowa. [Ward 2]

ADOPTED 2020-94

21. Resolution setting a Public Hearing for the FY21 Operating Budget, FY21 Capital Improvement Budget, and the FY21 - FY26 Capital Improvement Program for March 18, 2020. [All Wards]

ADOPTED 2020-95

22. Motion approving noise variance requests for various events on the listed dates and times.

PASSED 2020-96

Carriage Haus/Kilkenny's; St. Patrick's Day Event; 300-312 W 3rd St; Friday, March 13, 2020 6:00 p.m. - 11:00 p.m. and Saturday, March 14, 2020 6:00 a.m. - 11:30 p.m.; Outdoor music, over 50 dBa. [Ward 3]

Dam View Inn; St. Patrick's Day Event; 410 E 2nd St; Saturday, March 14, 2020 7:00 a.m. - 12:00 a.m.; Outdoor music, over 50 dBa. [Ward 3]

Circle Tap; St. Patrick's Day Party on the Patio; 1345 W Locust St; Saturday, March 14, 2020 2:00 p.m. - 12:00 a.m.; Outdoor music/band, over 50 dBa. [Ward 4]

The Office; St. Patrick's Day Event; 116 W 3rd St; Saturday, March 14, 2020 after parade - 10:00 p.m.; Outdoor music, over 50 dBa. [Ward 3]

Ganzo's Mexican Restaurant; Cinco de Mayo Fiesta; 3923 N Marquette St; Saturday, May 2, 2020 12:00 p.m. - 12:00 a.m.; Outdoor music, over 50 dBa. [Ward 7]

23. Motion approving beer and liquor license applications.

PASSED 2020-97

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

Ward 3

The Office (Local 563 Cocktail Lounge, LLC) - 116 W 3rd St – Temporary Outdoor Area March 14, 2020 "St. Patrick's Day Event" - License Type: C Liquor

Carriage Haus (Carriage Haus, Inc) - 312 W 3rd St - Temporary Outdoor Area March 13-15, 2020 "St. Patrick's Day Event" - License Type: C Liquor

Mac's Tavern (Failte, Inc) - 316 W 3rd St - Temporary Outdoor Area March 14-15, 2020 "St. Patrick's Day Event" - License Type: C Liquor

Dam View Inn (VanDamQC LLLC) - 410 E 2nd St - Outdoor area March 13-15, 2020 "St. Patrick's Day Event" - License Type: C Liquor

Ward 4

Eddy's Snack Bar (Qiurong Chen) - 1132 W Locust St - Outdoor Area - License Type: C Liquor

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

Ward 1

Happy Joe's Pizza (Dynamic Restaurant Acquisitions, Inc) - 817 S Farragut St -
License Type: B Beer

Ward 3

The Office (Local 563 Cocktail Lounge, LLC) - 116 W 3rd St - License Type: C Liquor

Super Saver Liquor (MNE, Inc) - 1610 Rockingham Rd - License Type: E Liquor

Ward 4

Happy Joe's Pizza (Dynamic Restaurant Acquisitions, Inc) - 1616 W Locust St -
Outdoor Area - License Type: C Liquor

Ward 5

Bootleggers (Lola K, LLC) - 2228 E 11th St - Outdoor Area - License Type: C Liquor

Eleven 17 (Big Dill, Inc) - 1117 Mound St - Outdoor Area - License Type: C Liquor

EZ Stop (Shivco Inc) - 2923 Brady St. - License Type: E Liquor

Ward 6

Big 10 Mart (Molo Oil Company) - 5310 Corporate Park Dr - License Type: C Beer

Hy-Vee #4 (Hy-Vee, Inc) - 4064 E 53rd St - License Type: E Liquor

Ward 8

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

Happy Joe's Pizza (Dynamic Restaurant Acquisitions, Inc) - 201 W 50th St - License
Type: Beer / Wine

24. Motion determining property values for the east-west alley between E River Dr and
Wood Ln from Forest Rd for the FY20 Alley Resurfacing Program. [Ward 6]

PASSED 2020-98

25. Motion awarding the contract for replacement of the HVAC system at the Credit Island
Lodge to Schebler Company of Bettendorf, IA in the amount of \$77,200, CIP #23040. [Ward
1]

PASSED 2020-99

26. Motion approving change order #1 for the First Floor Elevation Structural Inventory project with Townsend Engineering in the amount of \$40,000, CIP #60022. [Ward 1]

PASSED 2020-100

27. Motion awarding a five-year contract for mechanical and plumbing services to Crawford Company of Rock Island, IL. [All Wards]

PASSED 2020-101

XIII. Other Ordinances, Resolutions and Motions

1. *On motion by Ald. Ambrose, second by Ald. Dunn with all Aldermen present voting aye the rules were suspended to add and vote on the Resolution below.*

2. *On motion by Ald. Ambrose, second by Ald. Dickmann with all Aldermen present voting aye except Ald. Ambrose the following Resolution was adopted:*

Resolution opposing Iowa Senate Study Bill 3180 which removes the ability of cities to place certain restrictions on pet stores or implement protections for companion animals in their care. [All Wards]

ADOPTED 2020-102

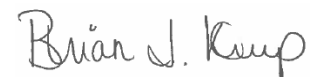
XIV. Public with Business

XV. Reports of City Officials

Following is a summary of revenue received for the month of January 2020:

Property taxes	649,559
Other City taxes	1,632,076
Special assessments	-
Licenses & permits	133,714
Intergovernmental	1,916,377
Charges for services	3,178,470
Use of monies & property	103,109
Fines & forfeits	171,137
Bonds/Loan Proceeds	-
Miscellaneous	428,172

XVI. Adjourn **6:31 p.m.**



Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
3/11/2020

Subject:
Approval of the Report on Committee of the Whole for March 4, 2020

ATTACHMENTS:

Type	Description
▣ Backup Material	COW Report 030420

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	3/5/2020 - 11:30 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, March 4, 2020--The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:29 p.m. with Mayor Matson presiding and all Aldermen present. The following Public Hearings were held: Public Works: 1) on the plans, specifications, form of contract, and estimate of cost for the FY21-FY22 Contract Sewer Repair Program, CIP #30052 and #33001; 2) on the plans, specifications, form of contract, and estimate of cost for the Public Works High Bay Roof Replacement project, CIP #23033; and 3) on the plans, specifications, form of contract, and estimate of cost for the CY20 General Street Resurfacing Program, CIP #35042. Finance: 1) to convey the following property to Hawkeye Paving Corporation, LLC: 4241 W 83rd St, Tax Parcel ID V3237-02, City of Davenport, County of Scott, State of Iowa.

Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Gripp reviewed all items listed. On motion by Ald. Lee, second by Ald. Dickmann all items moved to the Consent Agenda. Public Safety: Ald. Ambrose reviewed all items listed. Ald. Ambrose made a motion to adopt item #1, Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding McKinley Ave along the south side from Concord St west 190 feet, between 2:45 p.m. and 3:10 p.m. on school days, on first consideration, seconded by Ald. Dunn with all Aldermen present voting aye. On motion by Ald. Jobgen, second by Ald. Dickmann item #1 moved to the Discussion Agenda and all other items moved to the Consent Agenda. Public Works: Ald. Dunn reviewed all items listed. On motion by Ald. Dohrmann, second by Ald. Dickmann all items moved to the Consent Agenda. Finance: Ald. Condon reviewed all items listed. On motion by Ald. Peacock, second by Ald. Gripp all items moved to the Consent Agenda.

Council adjourned at 6:01 p.m.

City of Davenport

Agenda Group:
Department: Office of the Mayor
Contact Info: Tiffany Thorndike 563-888-2066
Wards:

Action / Date
3/11/2020

Subject:
Civil Service Commission
-Toby Paone (New Appointment)
-Jerald Thomas (New Appointment)

Background:

Toby Paone and Jerald Thomas are new appointments to the Civil Service Commission. Term for both Mr. Paone and Mr. Thomas is April 1, 2020 - March 31, 2024. Legal notices for both appointments as required by state law were published in the QC Times on February 6th, 2020.

ATTACHMENTS:

Type	Description
□ Backup Material	Proof of Publication Legal Notice

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Thorndike, Tiffany	Approved	1/30/2020 - 10:55 AM

*** Proof of Publication ***

Tiffany

STATE OF IOWA
SCOTT COUNTY, } ss.

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE QUAD-CITY TIMES, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE QUAD-CITY TIMES, on the dates listed below.

NOTICE OF PROPOSED
APPOINTMENT OF JERALD THOMAS
TO THE POSITION OF CIVIL SERVICE
COMMISSIONER THE CITY OF
DAVENPORT, IOWA

NOTICE is hereby given that there is pending in the Office of the Mayor, City Hall, Davenport, Iowa, a nomination to appoint Jerald Thomas to the position of Civil Service Commissioner for the City of Davenport. Comments may be submitted to the Office of the Mayor.

This nomination will come on for approval by the Davenport City Council, City Hall, 226 West 4th Street, Davenport, Iowa on Wednesday, March 11, 2020 commencing at 5:30 PM local time, or as soon thereafter as the matter can be considered.

City of Davenport
Mike Matson, Mayor
563-326-7701

CITY OF DAVENPORT - LEGALS

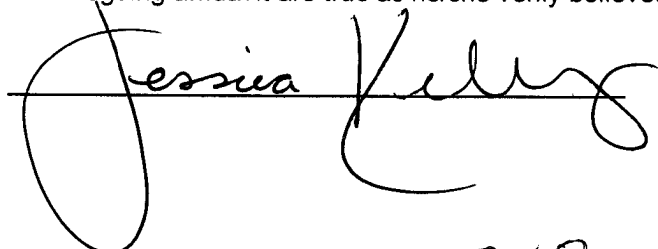
Sharon Langel

226 W 4TH ST

DAVENPORT, IA 52801

ORDER NUMBER 62853

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.


PO 2007848

Section: Notices & Legals

Category: 2627 Miscellaneous Notices

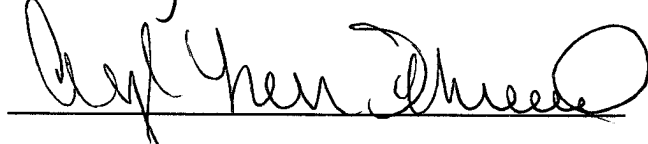
PUBLISHED ON: 02/06/2020

TOTAL AD COST: 11.44

FILED ON: 2/6/2020

Subscribed and sworn to before me by said affiant this 6 day of

February 2020



Notary Public in and for Scott County, Iowa



*** Proof of Publication ***

STATE OF IOWA
SCOTT COUNTY, } ss.

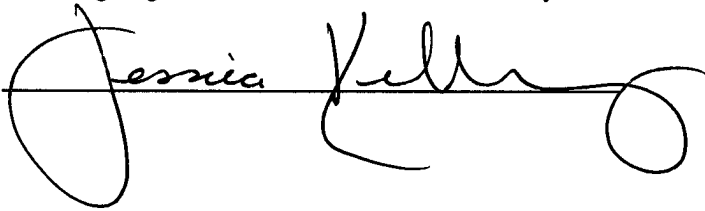
The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE QUAD-CITY TIMES, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE QUAD-CITY TIMES, on the dates listed below.

CITY OF DAVENPORT - LEGALS

Sharon Langel
226 W 4TH ST
DAVENPORT, IA 52801

ORDER NUMBER 62852

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.



PO 2007848

Section: Notices & Legals

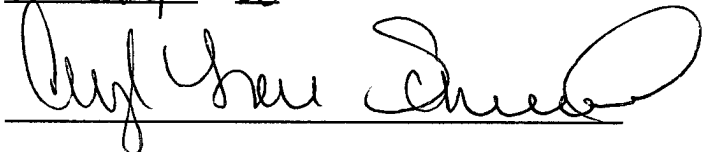
Category: 2627 Miscellaneous Notices

PUBLISHED ON: 02/06/2020

TOTAL AD COST: 11.44

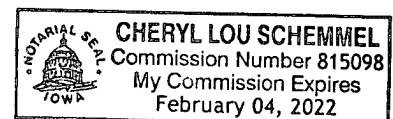
FILED ON: 2/6/2020

Subscribed and sworn to before me by said affiant this 6 day of February 2020.



Notary Public in and for Scott County, Iowa

NOTICE OF PROPOSED
APPOINTMENT OF TOBY PAONE TO
THE POSITION OF CIVIL SERVICE
COMMISSIONER THE CITY OF
DAVENPORT, IOWA
NOTICE is hereby given that there is pending in the Office of the Mayor, City Hall, Davenport, Iowa, a nomination to appoint Toby Paone to the position of Civil Service Commissioner for the City of Davenport. Comments may be submitted to the Office of the Mayor.
This nomination will come on for approval by the Davenport City Council, City Hall, 226 West 4th Street, Davenport, Iowa on Wednesday, March 11, 2020 commencing at 5:30 PM local time, or as soon thereafter as the matter can be considered.
City of Davenport
Mike Matson, Mayor
563-326-7701



City of Davenport

Agenda Group:

Department: Office of the Mayor

Contact Info: Tiffany Thorndike 888-2066

Wards:

Action / Date

3/11/2020

Subject:

Historic Preservation Commission

- Christine Powers (New Appointment)

Background:

Christine is filling a vacancy created by the resignation of Alyssa Kuehl. Christine's term will be 3/12/20 - 6/30/20.

REVIEWERS:

Department

Reviewer

Action

Date

Office of the Mayor

Thorndike, Tiffany

Approved

3/2/2020 - 2:43 PM

City of Davenport

Agenda Group:

Department: Office of the Mayor

Contact Info: Tiffany Thorndike 888-2066

Wards:

Action / Date

3/11/2020

Subject:

Design Review Board

- Evan Salzer (New Appointment)

Background:

Evan Salzer is a new appointment, filling a vacancy created by Jose Solero's resignation. Evan's term is 3/12/20 - 12/31/21.

REVIEWERS:

Department

Reviewer

Action

Date

Office of the Mayor

Thorndike, Tiffany

Approved

3/3/2020 - 4:33 PM

City of Davenport

Agenda Group:
Department: Office of the Mayor
Contact Info: Tiffany Thorndike 563-888-2066
Wards:

Action / Date
3/11/2020

Subject:
Housing Commission
- Jess Richards (New Appointment)

Background:
Jess Richards is a new appointment, filling a vacancy created by Mario Ruiz' resignation. Jess' term is 3/12/20 - 7/31/21.

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Thorndike, Tiffany	Approved	3/5/2020 - 1:22 PM

City of Davenport

Agenda Group:

Department: Office of the Mayor

Contact Info: Tiffany Thorndike 563-888-2066

Wards:

Action / Date

3/11/2020

Subject:

2020 Art in City Hall Student Recognition

Background:

Annual Art in City Hall Student Recognition.

REVIEWERS:

Department

Reviewer

Action

Date

Office of the Mayor

Thorndike, Tiffany

Approved

2/5/2020 - 3:27 PM

City of Davenport

Agenda Group:
Department: Public Safety
Contact Info: Gary Statz 563-326-7754
Wards:

Action / Date
3/11/2020

Subject:

First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding McKinley Ave along the south side from Concord St west 190 feet, between 2:45 p.m. and 3:10 p.m. on school days. [Ward 1]

**COMMITTEE OF THE WHOLE RECOMMENDS SUSPENSION OF THE RULES AND
PASSAGE OF SECOND AND THIRD CONSIDERATIONS**

- i. Motion for suspension of the rules
- ii. Passage of second and third considerations

Recommendation:
Adopt the Ordinance.

Background:

Hayes Elementary School has a new place to drop off and pick up students off of McKinley Ave. When parents park on both sides of the street between the driveway and Concord St, it creates congestion. The School District asked that the parking along the south side of the street be eliminated during the pick-up times. It is not an issue during the morning because nobody is waiting on the street at that time.

ATTACHMENTS:

Type	Description
□ Ordinance	PS_ORD_McKinley Ave No Parking_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	2/27/2020 - 1:08 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:08 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:35 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VII NO PARKING THERETO BY ADDING MCKINLEY AVENUE ALONG THE SOUTH SIDE FROM CONCORD STREET WEST 190 FEET, BETWEEN 2:45 P.M. AND 3:10 P.M. ON SCHOOL DAYS.

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

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

McKinley Avenue along the south side from Concord Street west 190 feet, between 2:45 p.m. and 3:10 p.m. on school days.

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:

Brian Krup
Deputy City Clerk

Mike Matson
Mayor

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Tom Warner 563-326-7752
Wards:

Action / Date
3/11/2020

Subject:

Third Consideration: Ordinance amending Chapter 2.18 to add urban planning functions to the Neighborhood Services Department and rename it "Development and Neighborhood Services Department." [All Wards]

Recommendation:
Adopt the Ordinance.

Background:

This reorganization will place development and building services in the same department that enforces those codes. These lines of business already collaborate often and being within the same department will strengthen this interaction to the benefit of our residents and customers.

ATTACHMENTS:

Type	Description
▢ Cover Memo	Ordinance Reorg Chapter 2.18
▢ Cover Memo	Redlined Version

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	1/30/2020 - 12:59 PM
Finance Committee	Wright, Brandon	Approved	1/30/2020 - 3:19 PM
City Clerk	Admin, Default	Approved	1/30/2020 - 5:18 PM

ORDINANCE NO. _____

Ordinance amending a Chapter 2.18 to add urban planning functions to the Neighborhood Services Department and rename it “Development and Neighborhood Services”

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

Section 1. That Chapter 2.18 re-titled “Development and Neighborhood Services” is hereby amended to read as follows:

Chapter 2.18 DEVELOPMENT AND NEIGHBORHOOD SERVICES

- 2.18.010 Created.**
- 2.18.020 Purposes.**
- 2.18.030 Director - Office created.**
- 2.18.040 Director - Salary.**
- 2.18.050 Director - Duties.**

2.18.010 Created.

There is created, in and for the city, the Development and Neighborhood Services Department (DNSD).

2.18.020 Purposes.

The development and neighborhood services department shall be responsible for and focus on developing, preserving and enhancing Davenport neighborhoods:

- by building community partnerships;
- coordinating efforts with all other city departments, and particularly with the police department, department of community and economic development, public works department, legal department, and administration;
- enforcing the city’s building, housing, rental, zoning, nuisance, noise, parking and solid waste laws and regulations and any other civil code provision designated by the City Administrator;
- administering development, planning and zoning functions other than long-range planning; and
- administering the applicable building codes.

2.18.030 Director - Office created.

There is created the position of Development and Neighborhood Services Director who shall be appointed by and removed by the City Administrator. The DNSD Director shall report to and be directed by the City Administrator or the Administrator's designee.

2.18.040 Director - Salary.

The DNSD Director shall receive as compensation such salary as the city administrator shall from time to time determine, subject to the budgetary approval of the City Council.

2.18.050 Director - Duties.

Subject to the policy directives of the city administrator or her designee, the DNSD Director:

- A. Supervises and directs all employees of the department;
- B. Participates in multi-departmental, community, and ward meetings related to the mission of the department;
- C. Meets with various city department heads and other employees to assist in the furtherance of city goals;
- D. Works to assemble information, technology hardware, software, and support needs for the department;
- E. Analyzes complex neighborhood issues and chronic problem properties to develop solutions;
- F. Ensures the consistent and effective enforcement;
- G. Compiles and reviews records to determine department productivity, quality of output and cost of service. Develops methods to continually improve results;
- H. Exercises all powers and duties set forth by statute or ordinance and such other authority as may be granted by the city council relating but not limited to the building and zoning codes and other codes assigned as a responsibility of the department;
- I. Advises on all matters affecting the physical growth and development of the city when requested or required to do so;
- J. Provides staff services for the city and for various boards, agencies and commissions on such matters relating to the purposes, responsibilities and duties of the department;
- K. Conducts civil enforcement of city code violations;
- L. Administers, enforces and collects the fees authorized by Division 6 of the State of Iowa Building Code, relating to factory-built structures, and as it may from time to time be amended, to the extent authorized by the state building code commissioner;
- M. Administers and enforces Division 7 of the State of Iowa Building Code, relating to handicapped rules and regulations, as it may from time to time be amended;
- N. Shall serve as or designate a chief building official and a development and planning administrator (a/k/a zoning administrator);
- O. Continues to stay abreast of the best practices for enhancing and preserving neighborhoods; and
- P. Perform such other duties as the city administrator or the administrator's designee may require.

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 as are any motions or resolutions of council that purport to give authority to a council standing committee to make a determination as all such determinations shall henceforth be made by the city council.

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 _____

Mike Matson
Mayor

Attest: _____
Brian Krup
Deputy City Clerk

Published in the Quad City Times on _____

Chapter 2.18 ~~DEVELOPMENT AND NEIGHBORHOOD SERVICES DEPARTMENT,~~

2.18.010 ~~Created.~~

2.18.020 ~~Purposes.~~

2.18.030 ~~Director- - Office created.~~

2.18.040 ~~Director- - Salary.~~

2.18.050 ~~Director- - Duties.~~

2.18.010 ~~Created.~~

There is created, in and for the city, the Development and Neighborhood Services Department-(DNSD).

2.18.020 ~~Purposes.~~

The development and neighborhood services department shall be responsible for and focus on developing, preserving and enhancing Davenport neighborhoods:

- by building community partnerships;
- coordinating efforts with all other city departments, and particularly with the police department, department of community planning and economic development, public works department, legal department, and administration;
- enforcing the city's building, housing, rental, zoning, nuisance, noise, parking and solid waste laws and regulations and any other civil code provision designated by the City Administrator;
- administering development, planning and zoning functions other than long-range planning; and
- administering the applicable building codes.

2.18.030 ~~Director- - Office created.~~

There is created the position of Development and Neighborhood Services Director who shall be appointed by and removed by the City Administrator. The Neighborhood ServicesDNSD Director shall report to and be directed by the City Administrator or the administrator's designee.

2.18.040 ~~Director- - Salary.~~

The Neighborhood ServicesDNSD Director shall receive as compensation such salary as the city administrator shall from time to time determine, subject to the budgetary approval of the City Council.

2.18.050 ~~Director- - Duties.~~

Subject to the policy directives of the city administrator or her designee, the Neighborhood ServicesDNSD Director:

- A.** Supervises and directs all employees of the department;
- B.** ParticipateParticipates in multi-departmental, community, and ward meetings related to the mission of the department;

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C. Meets with various city department heads and other employees to assist in the furtherance of city goals;

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D. Works to assemble information, technology hardware, software, and support needs for the department;

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E. ~~Analyses~~ Analyzes complex neighborhood ~~issue~~ issues and chronic problem properties to develop solutions;

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F. Ensures the consistent and effective enforcement;

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G. ~~Compile~~ Compiles and ~~review~~ reviews records to determine department productivity, quality of output and cost of service. ~~Develop~~ Develops methods to continually improve results;

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~~H. H. Exercises all powers and duties set forth by statute or ordinance and such other authority as may be granted by the city council relating but not limited to the building and zoning codes and other codes assigned as a responsibility of the department;~~

~~I. Advises on all matters affecting the physical growth and development of the city when requested or required to do so;~~

~~J. Provides staff services for the city and for various boards, agencies and commissions on such matters relating to the purposes, responsibilities and duties of the department;~~

~~K. Conducts civil enforcement of city code violations;~~

~~L. Administers, enforces and collects the fees authorized by Division 6 of the State of Iowa Building Code, relating to factory-built structures, and as it may from time to time be amended, to the extent authorized by the state building code commissioner;~~

~~M. Administers and enforces Division 7 of the State of Iowa Building Code, relating to handicapped rules and regulations, as it may from time to time be amended;~~

~~N. Shall serve as or designate a chief building official and a development and planning administrator (a/k/a zoning administrator);~~

~~O. Continues to stay abreast of the best practices for enhancing and preserving neighborhoods; and~~

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~~P. Perform such other duties as the city administrator or the administrator's designee may require.~~

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City of Davenport

Agenda Group:
Department: Finance
Contact Info: Tom Warner 563-326-7752
Wards:

Action / Date
3/11/2020

Subject:

Third Consideration: Ordinance amending Chapter 2.32 entitled "Department of Community Planning and Economic Development" to redefine duties and rename the department. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:

The proposed ordinance is the companion Ordinance to the Development and Neighborhood Services Ordinance. Long-term planning is retained in Community and Economic Development, but the other elements of planning are transferred to Development and Neighborhood Services Department.

ATTACHMENTS:

Type	Description
▢ Cover Memo	Ordinance 2.32 Reorg
▢ Cover Memo	Redlined Version

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	1/30/2020 - 12:58 PM
Finance Committee	Wright, Brandon	Approved	1/30/2020 - 3:19 PM
City Clerk	Admin, Default	Approved	1/30/2020 - 5:18 PM

ORDINANCE NO. _____

Ordinance amending Chapter 2.32 entitled “Department of Community Planning and Economic Development” to redefine duties and rename the department

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

Section 1. That Chapter 2.32 entitled “Department of Community Planning and Economic Department” is hereby renamed and amended to read as follows:

Chapter 2.32 DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT*

Sections:

- 2.32.010 Created.**
- 2.32.020 Purposes.**
- 2.32.030 Director-Office created.**
- 2.32.040 Director-Salary.**
- 2.32.050 Director-Duties.**
- 2.32.060 Citizens advisory committee -Created.**
- 2.32.070 Citizens advisory committee -Composition and appointment.**
- 2.32.080 Citizens advisory committee -Powers and duties.**

2.32.010 Created.

There is created, in and for the city, the department of community and economic development (“CED”).

2.32.020 Purposes.

The department of community and economic development shall be responsible for activities related to community and economic development including, but not limited to, improving and expanding housing, wealth and income opportunities.

2.32.030 Director-Office created.

There is created the position of community and economic development director who shall be appointed by and removed by the city administrator. The CED Director shall report to and be directed by the city administrator or her designee. There is created the office of director of community and economic development.

2.32.040 Director-Salary.

The director of community and economic development shall receive as compensation such salary as the city administrator shall from time to time determine, subject to the budgetary approval by the city council.

2.32.050 Director-Duties.

Subject to the policy directives of the city administrator, the director of community planning and economic development shall:

- A. Supervise and direct all employees of the department;
- B. Advise on all matters affecting the physical growth and development of the city when requested or required to do so;
- C. Establish liaison and close working relationships with the administrative offices of the city and other local government in order for plans and programs of the area to be coordinated;
- D. Promote the realization of the comprehensive plan;
- E. Participate in the pursuit, evaluation and negotiation of economic development projects;
- F. Provide staff services for the city and for various boards, agencies and commissions on such matters relating to the purposes, responsibilities and duties of the department;
- G. Explore, evaluate and develop innovative strategies for creating and sustaining a community that provides quality housing, education, wealth and income opportunities;
- H. Administer Community Development Block Grant (CDBG), HOME and other federally funded HUD programs while ensuring compliance;
- I. Build relationships and collaborate with chamber, business district, neighborhood development, social service and educational organizations;
- J. Keep a permanent, accurate account of all fees and other moneys collected and received under the codes being administered by the department, the names of the person upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate;
- K. Assist in identifying human resource and traditional and technological infrastructure challenges and opportunities that exist in the local economy;

L. Engage in long-range planning that assesses business and housing needs and develops plans, standards, projects and programs that revitalize and secure a strong future for our city;

M. Perform such other duties as the city administrator may require.

2.32.060 Citizens advisory committee - Created.

There is created a citizens advisory committee to assist the city in the development and operation of community development block grant programs.

2.32.070 Citizens advisory committee— Composition and appointment.

The citizens advisory committee (CAC) shall be composed of fifteen persons, five of whom shall be selected by the mayor, and one to be selected by each member of the council. All fifteen persons, on being selected by the appropriate official, shall be appointed by the mayor and confirmed by the council. The terms of the appointees shall be for two years starting at the first regular CAC meeting following the city council vote on CDBG allocations in the year following the regular city elections. The mayor is responsible for ensuring that at least one-third of the committee members reside in census tracts with at least fifty-one percent low- and moderate-income residents as defined by Community Development Block Grant regulations of the U.S. Department of Housing and Urban Development. This area shall be revised after each decennial census to conform with the requirements of this chapter.

2.32.080 Citizens advisory committee - Powers and duties.

The committee shall possess advisory powers only. Duties of the committee include:

A. Assisting and advising the mayor and council in developing the annual application for community development block grant funds;

B. Acting as a liaison between the city council, the mayor, community development organizations, and the citizens of the community relative to the community development block grant program;

C. Monitoring and evaluating the activities of community development block grant recipients; and

D. Conducting the process of soliciting and incorporating informed citizens' input into the community development block grant program. City personnel shall provide staff services which will enable the citizens advisory committee to perform the foregoing duties.

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 as are any motions or resolutions of council that purport to give authority to a council standing committee to make a determination as all such determinations shall henceforth be made by the city council.

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 _____

Mike Matson
Mayor

Attest: _____
Brian Krup
Deputy City Clerk

Published in the Quad City Times on _____

Chapter 2.32 DEPARTMENT OF COMMUNITY ~~PLANNING~~ AND ECONOMIC DEVELOPMENT

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Sections:

- 2.32.010 Created.
- 2.32.020 Purposes.
- 2.32.030 Director-Office created.
- 2.32.040 Director-Salary.
- 2.32.050 Director-Duties.
- 2.32.060 ~~Enforcement authority~~Citizens advisory committee -Created.
- 2.32.070 ~~Factory built structures.~~
- ~~2.32.080 Handicapped rules and regulations.~~
- ~~2.32.090 Citizens advisory committee -Created.~~
- ~~2.32.100 Citizens advisory committee -Composition and appointment.~~
- 2.32.110 ~~080~~ Citizens advisory committee -Powers and duties.

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2.32.010 Created.
There is created, in and for the city, the department of community ~~planning~~ and economic development: ~~("CED")~~.

2.32.020 Purposes.
The department of community ~~planning~~ and economic development shall be responsible for ~~code enforcement and other~~ activities related to community and economic development, land development, including, but not limited to, improving and expanding housing services and planning, wealth and programming income opportunities.

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2.32.030 Director-Office created.
There is created the ~~office of director~~position of community ~~planning~~ and economic development. ~~The director who shall be appointed by and removed by the city administrator. The CED Director shall appoint a qualified individual report to and be directed by the city administrator or her designee. There is created the office of director of community planning and economic development.~~

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2.32.040 Director-Salary.
The director of community ~~planning~~ and economic development shall receive as compensation such salary as the city administrator shall from time to time determine, subject to the budgetary approval by the city council.

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2.32.050 Director-Duties.
Subject to the policy directives of the city administrator, the director of community planning and economic development shall:

- A. Supervise and direct all employees of the department;

B. Advise on all matters affecting the physical growth and development of the city when requested or required to do so;

C. Establish liaison and close working relationships with the administrative offices of the city and other local government ~~agencies and institutions and the general public~~ in order for plans and programs of the area to be coordinated;

D. Promote the realization of the comprehensive plan;

E. Participate in the pursuit, evaluation and negotiation of economic development projects;

F. Provide staff services for the city and for various boards, agencies and commissions on such matters relating to the purposes, responsibilities and duties of the department;

~~F. Assist in developing and administering city capital improvement programs~~
G. Explore, evaluate and develop innovative strategies for creating and sustaining a community that provides quality housing, education, wealth and income opportunities;

H. Administer Community Development Block Grant (CDBG), HOME and other federally funded HUD programs while ensuring compliance;

~~I. Assist in the application for funds from all sources for the physical improvement of the~~
I. Build relationships and collaborate with chamber, business district, neighborhood development, social service and educational organizations;

~~J. city;~~

~~H. Exercise all powers and duties set forth by statute or ordinance and such other authority as may be granted by the city council relating but not limited to the zoning code and other codes assigned as a responsibility of the department.~~

~~I.~~
I. Keep a permanent, accurate account of all fees and other moneys collected and received under the codes being administered by the department, the names of the person upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate;

~~J.—K. Assist in identifying human resource and traditional and technological infrastructure challenges and opportunities that exist in the local economy; Perform such other duties as the city administrator may require.~~

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L. Engage in long-range planning that assesses business and housing needs and develops plans, standards, projects and programs that revitalize and secure a strong future for our city;

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M. Perform such other duties as the city administrator may require.~~2.32.060~~
Enforcement authority.

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~~—The director of community planning and economic development or the designated representatives of the director may issue citations charging violations of those provisions of this code which relate to matters within the scope of the department.~~

~~—A. The citation shall include the name and address of the person charged, the nature of the offense, the time and place at which the person is to appear in court, and the penalty for nonappearance.~~

~~—B. The cited person shall sign the citation as a written promise to appear in court at the time and place specified. A copy of the citation shall be given to the cited person.~~

~~—C. The person issuing the citation shall cause to be filed a complaint in the court in which the cited person is required to appear as soon as practicable, charging the offense stated in said notice.~~

~~2.32.070 Factory built structures.~~

~~—The director of community planning and economic development or the designated representatives shall administer, enforce and collect the fees authorized by Division 6 of the State of Iowa Building Code, relating to factory built structures, and as it may from time to time be amended, to the extent authorized by the state building code commissioner.~~

~~2.32.080 Handicapped rules and regulations.~~

~~—The director of community planning and economic development or the designated representatives shall administer and enforce Division 7 of the State of Iowa Building Code, relating to handicapped rules and regulations, as it may from time to time be amended.~~

~~2.32.090~~

2.32.060 Citizens advisory committee - Created.

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There is created a citizens advisory committee to assist the city in the development and operation of community development block grant programs.

2.32.100—070 Citizens advisory committee— Composition and appointment.

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The citizens advisory committee (CAC) shall be composed of fifteen persons, five of whom shall be selected by the mayor, and one to be selected by each member of the council. All fifteen persons, on being selected by the appropriate official, shall be appointed by the mayor and confirmed by the council. The terms of the appointees shall be for two years starting at the first regular CAC meeting following the city council vote on CDBG allocations in the year following the

regular city elections. The mayor is responsible for ensuring that at least one-third of the committee members reside in census tracts with at least fifty-one percent low- and moderate-income residents as defined by Community Development Block Grant regulations of the U.S. Department of Housing and Urban Development. This area shall be revised after each decennial census to conform with the requirements of this chapter.

2.32.110080 Citizens advisory committee - Powers and duties.

The committee shall possess advisory powers only. Duties of the committee include:

- A. Assisting and advising the mayor and council in developing the annual application for community development block grant funds;
- B. Acting as a liaison between the city council, the mayor, community development organizations, and the citizens of the community relative to the community development block grant program;
- C. Monitoring and evaluating the activities of community development block grant recipients; and
- D. Conducting the process of soliciting and incorporating informed citizens' input into the community development block grant program. City personnel shall provide staff services which will enable the citizens advisory committee to perform the foregoing duties.

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City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 563-888-2286

Wards:

Action / Date

3/11/2020

Subject:

Second Consideration: Ordinance for Case ROW20-01 being the request of Schuetzenpark Gilde to vacate 0.0835 acres, more or less, of right-of-way located at N Elsie Ave extending north of W 3rd Pl. [Ward 1]

Recommendation:

Adopt the Ordinance.

Background:

This is another example of property platted as a street decades ago but will never be built. This right-of-way (ROW) extends north of the existing terminus of Elsie Avenue into Schuetzen Park. The terrain is heavily wooded and hilly.

Property owners within 200 feet have been notified as well as the City's Technical Review Team.

No objections have been made to the vacation. The ROW is not needed for public purposes.

At its February 4, 2020 meeting, the Plan and Zoning Commission voted unanimously recommending the City vacate this unneeded ROW.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance
▣ Backup Material	Background Material
▣ Backup Material	Neighbor Public Hearing Notice for COW

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	2/12/2020 - 9:29 AM

ORDINANCE NO.

ORDINANCE for Case ROW20-01: Request of Schuetzenpark Gilde to vacate 0.0835 acres, more or less, of Right-of-Way located at North Elsie Avenue extended north of W. 3rd Street Place.
[Ward 1]

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby vacated (abandoned).

The property has the following legal description:

A portion of the subdivision for J.B. Eads as recorded in Book N on page 535 in the office of the Scott County Recorder, more particularly the platted street lying between Lots 1 and 2 of said J.B. Eads and is located in the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 28 and in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 33 all of Township 78 North Range 3 East of the 5th P.M., City of Davenport, Iowa and is more particularly described as follows:

Beginning at the Northeast corner of Lot 2 of the subdivision for J.B. Eads as is recorded in Book N on page 535 in the office of the Scott County Recorder; thence N 88 degrees 10 minutes 21 seconds E along the North line of said J.B. Eads; a distance of 60.22 feet to the Northwest corner of Lot 1 of said J.B. Eads; thence S 00 degrees 27 minutes 38 seconds W along the W line of said Lot 1, a distance of 604.22 feet to the Southwest corner of said Lot 1; thence S 88 degrees, 45 minutes 3 seconds W along the Westerly extension of the South line of said Lot 1, a distance of 60.21 feet to a point on the West line of said Lot 2; thence N 00 degrees 27 minutes 38 seconds E along the East line of said Lot 2, a distance of 603.61 feet to the point of Beginning; containing 0.835 acre.

At its public hearing held on January 21, 2020, the Plan and Zoning Commission vote to recommend approval of the right-of-way vacation.

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 _____

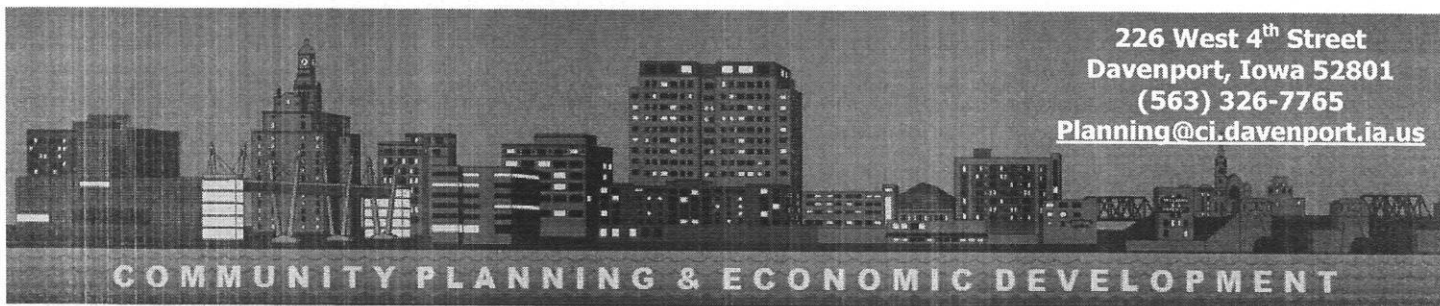
Approved _____

Mayor Mike Matson

Attest: _____

Brian Krup
Deputy City Clerk

Published in the *Quad City Times* on _____



226 West 4th Street
Davenport, Iowa 52801
(563) 326-7765
Planning@ci.davenport.ia.us

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address* See attached legal description.

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

Applicant (Primary Contact)

Name: Schuetzenpark Gilde
Company: dba Schuetzen Park Historic Site
Address: 3401 Schuetzen Ln. #224
City/State/Zip: Davenport, IA 52804-4353
Phone: 563-449-2358
Email: SchuetzenPark@yahoo.com

Application Form Type:

Plan and Zoning Commission

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

Owner (if different from Applicant)

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

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 ☐

Engineer (if applicable)

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

Historic Preservation Commission

Certificate of Appropriateness ☐
Landmark Nomination ☐
Demolition Request ☐

Architect (if applicable)

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

Administrative

Administrative Exception ☐
Health Services and Congregate Living Permit ☐

Attorney (if applicable)

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

Request:

We request the vacation of this right-of-way for the sole uses as described in our organization's non-profit mission. The public will still have access to this land for recreational and educational purposes.

Total Land Area:

Submittal Requirements:

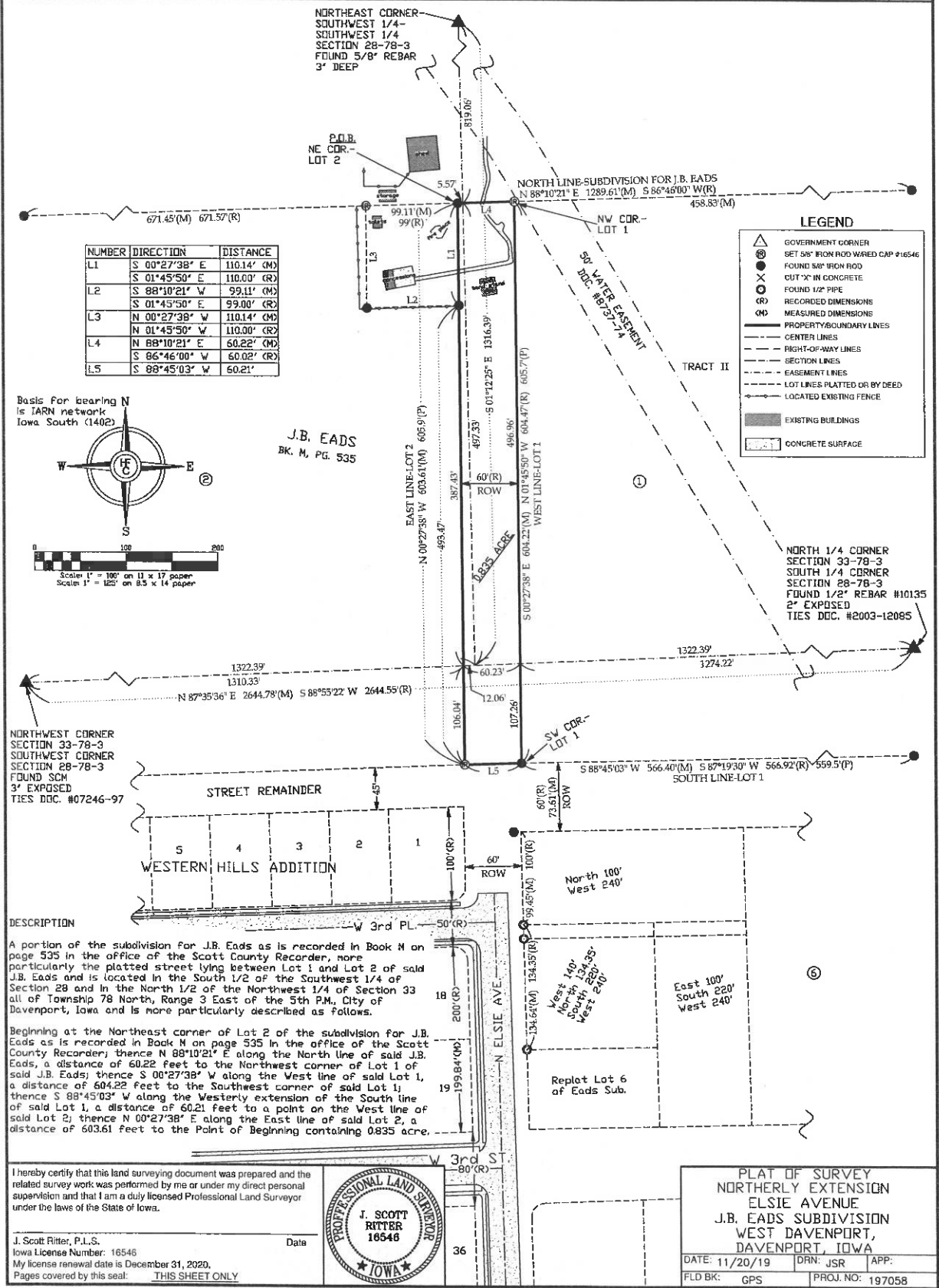
- The completed application form.
- Required fee: \$400.

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.

INDEX LEGEND
 LOCATION: STREET BETWEEN LOT 1 & LOT 2
 J.B. EADS OF WEST DAVENPORT
 REQUESTOR: SCHUETZEN PARK
 PROPRIETOR: CITY OF DAVENPORT
 SURVEYOR: J. SCOTT RITTER, PLS #16546
 COMPANY: HART-FREDERICK CONSULTANTS P.C.
 510 STATE ST. PO BOX 560 TIFFIN, IA 52340
 RETURN TO: sritter@hart-frederick.com (319) 545-7215

HFC HART-FREDERICK CONSULTANTS P.C.
 510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215 www.hart-frederick.com



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **FEB 06 2001**

SCHUETZENPARK GILDE
701 N PINE ST
DAVENPORT, IA 52804

Employer Identification Number:
39-1899268

DLN:

17053013778031

Contact Person:

FRANK F THOMAS

ID# 31397

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:

December 1997

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

Articles of Incorporation of Schuetzenpark Gilde

To the Secretary of State
of the State of Iowa

We, the undersigned, acting as incorporators of a corporation under the Iowa Nonprofit Corporation Act under Chapter 504A, Code of Iowa adopt the following Articles of Incorporation for such corporation:

I) The name of the corporation is the Schuetzenpark Gilde.

II) The period of its duration is perpetual.

III) The purpose for which the Corporation is organized is exclusively charitable, educational and literary and shall at all times operate as a tax exempt organization within the meaning of Section 501 (c) (3) of the Internal Revenue Code or corresponding sections of future United States Revenue Codes.

IV) The address of the initial registered office in the State of Iowa is 625 West 7th Street, in the City of Davenport, County of Scott, and the initial agent at such address is Kory Darnall.

V) The number of directors constituting the initial board of the Corporation is 3. The names and addresses of these initial directors are:

1. Kory Darnall, 625 West 7th Street. Davenport, Iowa 52803
2. James Stelk, 236 Hillcrest Avenue, Davenport, Iowa 52803
3. Velma Flynn, 2246 West 3rd Street, Davenport, Iowa 52802

VI) The Date on which the corporate existence shall begin is June 12, 1996

VII) The names and addresses of the incorporators are:

1. Kory Darnall, 625 West 7th Street, Davenport, Iowa 52803
2. James Stelk, 236 Hillcrest Avenue, Davenport, Iowa 52803
3. Velma Flynn, 2246 West 3rd Street, Davenport, Iowa 52802
4. David Simpson, 2020 Grand Avenue, Davenport, Iowa 52803
5. Paul Sass, 2005 State Street, Bettendorf, Iowa, 52722

VIII) Nonprofit: No Beneficial Owner. The corporation shall not be operated for profit. It shall have no shares of stock, stockholder, beneficial owner, or person having rights similar to those of a stockholder or beneficial owner. No part of its income, profit, net earnings, receipts, or assets shall inure to the benefit of, be owned by, or be distributed to any Director, officer, donor or individual.

IX) No Director, Officer, donor or other individual shall receive any dividend, distribution, or compensation from the corporation, except reasonable reimbursement for expenses properly incurred.

X) The Directors, officers, employees or volunteers of the Corporation shall not, as such, be liable on the Corporation's debts or obligations. Directors, officers, employees or volunteers shall not be personally liable in that capacity, for any claim based upon an act or omission of any such person performed in the discharge of the person's duties related to the Corporation except for:

- a. A breach of the duty of loyalty to the Corporation;
- b. Acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or
- c. A transaction from which the person derives an improper personal benefit.

The bylaws of the Corporation may provide for the indemnification and advancement of expenses.

XI) Upon the dissolution of the Corporation, the Board of Directors, after paying or making provisions for payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purpose of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or literary purposes, able to properly care for such assets, and shall at the time qualify as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or corresponding provision of any subsequent United States Internal Revenue Code), as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the District Court of the county in which the principle office of the Corporation is then located, exclusively for such purpose or to such organizations as said court shall determine are organized exclusively for that purpose.

XII) Amendments:

1. These Articles of Incorporation may be amended by the affirmative vote of two-thirds of the full number of directors
2. The by-laws shall be consistent with these Articles of Incorporation and applicable law. These Articles of Incorporation shall prevail over and limit any inconsistent provision of the bylaws.

Date: 23 April, 1996.

Velma A. Flynn

James A. Stettin

Henry A. Darmann

Incorporators

State of Iowa
County of Scott

On this 22 day of April, 1996, before me, the undersigned, a notary public in said County and State, personally appeared Kasey Darnall, known to me to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that HE executed the same as HIS voluntary act and deed.



TONI M. NICHOLS
MY COMMISSION EXPIRES
1-31-99

Toni M. Nichols

Notary Public

21. November, 2000

Chet Culver
Secretary of State
State of Iowa
Hoover Building
Des Moines, Iowa 50319

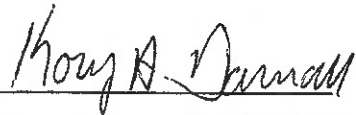
Re: Corp. Nr.: 000195422

On Saturday, November 18, 2000, a quorum having been present and by a unanimous vote of the Corporation's Board of Directors, this organization's mission statement was amended to read as follows:

The mission of this Gilde is to restore and preserve the cultural, historical and natural vestiges of Schuetzen Park (1870-1923), presently the Schuetzen Park Historic Site.

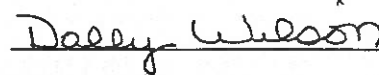
This new mission statement replaces the one set forth with the organization's original articles of incorporation which were filed May 1, 1996.

Date: 21. November 2000



Kory A. Darnall - President of the Board

On this 21st day of November, 2000, before me, the undersigned, a notary public in said County and State, personally appeared Kory A. Darnall, known to me to be the person named in and executing the foregoing amendment to the Schuetzenpark Gilde's Article of Incorporation, and acknowledged that Kory A. Darnall executed the same as a voluntary and deed.


Notary Public





Applicant: Kory A. Darnall, Board Pres.

Date: 12/30/2019

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: [Signature]

Planning staff

Date: 12/31/19

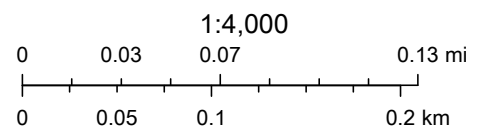
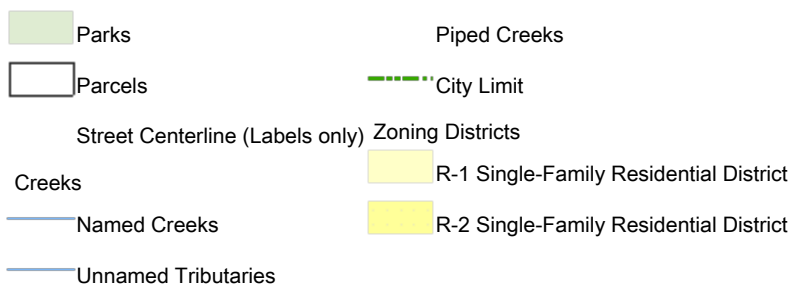
Date of the Public Hearing: 12/31

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

ROW20-01 Elsie Ave. Extended



1/6/2020, 9:26:09 AM



Scott County Iowa, Bi-State Regional Commission



PUBLIC HEARING NOTICE
PLAN AND ZONING COMMISSION
CITY OF DAVENPORT

Public Hearing Details:

Date: January 21, 2020
Time: 5:00 PM
Location: Council Chambers at City Hall, 226 West 4th Street Davenport, Iowa
Subject: Public hearing for a proposed Right-of-Way vacation before the Plan and Zoning Commission
Case #: ROW20-01

To: Adjacent owners of City-owned property (right-of-way) proposed to be vacated (sold or conveyed to a private property owner). This property was platted some time ago as an extension of Elsie Avenue. See map on reverse for specific location.

What is this All About?

This notice is being sent to property owners within 200 feet inform you that a public hearing will be held for a proposed right-of-way vacation.

What are the Next Steps after the Public Hearing?

This public hearing is the first step in the review/approval process. The Commission's recommendation from this public hearing 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 as you received this notice. 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 either in writing/email or in person at the public hearing. If you intend to send in written comments, it is appreciated if those comments could be received by Community Planning no later than 12:00 PM *one day before* the public hearing. Send comments to planning@ci.davenport.ia.us or CPED, 226 W 4th St, Davenport IA 52801.

Do You Have Any Questions?

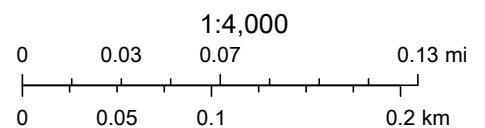
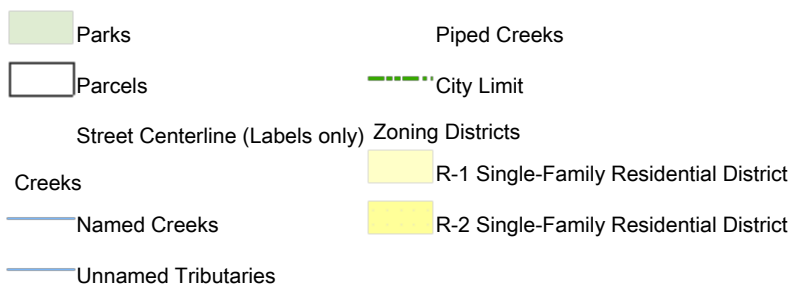
If you have any questions on this request, or if you need accommodations for any reason, please contact Matthew Flynn, AICP, the case planner assigned to this project at matt.flynn@ci.davenport.ia.us or at 563-888-2286. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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

ROW20-01 Elsie Ave. Extended



1/6/2020, 9:26:09 AM



Scott County Iowa, Bi-State Regional Commission



014288-0030 Scharlet 12/31/2019 03:24PM

Paid by: SCHUETZEN PARK GILDE

[illegible]

CUSTOMER COPY
DUPLICATE RECEIPT

ROW20-20 Notice List

John Gainer
407 N. Michigan Ave.
Davenport, IA 52804

Evangelical Lutheran Good
700 Waverly Rd.
Davenport, IA 52804

Thomas Campbell
325 N. Rolff St.
Davenport, IA 52804

Perry Otten
330 N. Elsie Ave.
Davenport, IA 52804

Richard Geest
3112 W 3rd St PL
Davenport, IA 52804

Joanne Wagner
3118 W 3rd St. PL
Davenport, IA 52804

Susan Paulsen
2306 N Howell St
Davenport, IA 52804-2321

Jana Cushatt
327 N Elsie Ave.
Davenport, IA 52804

Karen Schulz
313 N. Elsie Ave.
Davenport, IA 52804

Christian Jump
3111 W 3rd St PL
Davenport, IA 52804

DESCRIPTION

A portion of the subdivision for J.B. Eads as is recorded in Book M on page 535 in the office of the Scott County Recorder, more particularly the platted street lying between Lot 1 and Lot 2 of said J.B. Eads and is located in the South 1/2 of the Southwest 1/4 of Section 28 and in the North 1/2 of the Northwest 1/4 of Section 33 all of Township 78 North, Range 3 East of the 5th P.M., City of Davenport, Iowa and is more particularly described as follows.

Beginning at the Northeast corner of Lot 2 of the subdivision for J.B. Eads as is recorded in Book M on page 535 in the office of the Scott County Recorder; thence N 88°10'21" E along the North line of said J.B. Eads, a distance of 60.22 feet to the Northwest corner of Lot 1 of said J.B. Eads; thence S 00°27'38" W along the West line of said Lot 1, a distance of 604.22 feet to the Southwest corner of said Lot 1; thence S 88°45'03" W along the Westerly extension of the South line of said Lot 1, a distance of 60.21 feet to a point on the West line of said Lot 2; thence N 00°27'38" E along the East line of said Lot 2, a distance of 603.61 feet to the Point of Beginning containing 0.835 acre.



Wednesday, February 12, 2020

Dear Property Owner:

You may recall receiving a notice regarding a public hearing before the Plan and Zoning Commission on this matter. Simply stated, the Schuetsenpark Gilde seeks to acquire City-owned right-of-way destined for an extension of Elsie Avenue. That extension will never happen and Gilde wants the property for additional park land. The Plan and Zoning Commission recommended approval of this vacation at its February 4, 2020 meeting.

This will now go to the City Council for final consideration. Another public hearing is required to be held. See information below; if you have questions, please don't hesitate to contact us.

NOTICE
PUBLIC HEARING
WEDNESDAY, FEBRUARY 19, 2020 -5:30 P.M.
CITY OF DAVENPORT COMMITTEE OF THE WHOLE
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT, IOWA

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

Case ROW20-01: Request of Schuetzenpark Gilde to vacate 0.0835 acres, more or less, of Right-of-Way located at North Elsie Avenue extended north of W. 3rd Street Place. [Ward 1]

The public hearing on the above matter is scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, February 19, 2020 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

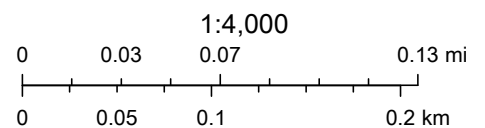
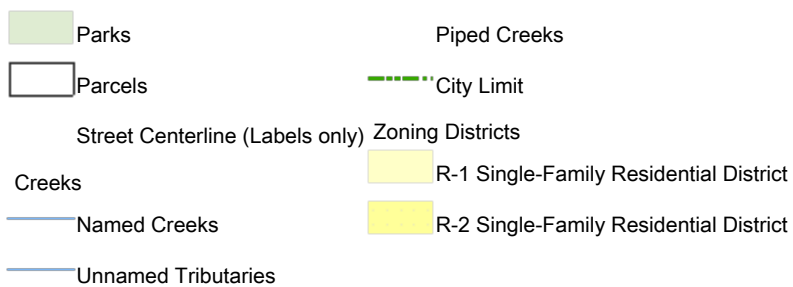
Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s). PO No. 2008049

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

ROW20-01 Elsie Ave. Extended



1/6/2020, 9:26:09 AM



Scott County Iowa, Bi-State Regional Commission

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Scott Koops 563-326-6701

Wards:

Action / Date

3/4/2020

Subject:

Resolution for Case F19-05 being the request of Russell Construction for a final plat of Russell - Crow Valley Office Park 7th Addition on 11.07 acres, more or less, being a replat of Lot 1 & 2 of Russell - Crow Valley Office Park 3rd Addition located at 4700 E 53rd St containing four lots.

[Ward 6]

Recommendation:

Adopt the Resolution.

Background:

This replat subdivides two existing lots into four newly configured lots in order to accommodate existing and proposed development. The replat meets all subdivision requirements.

Findings:

1. The plat conforms to the comprehensive plan Davenport+2035; and
2. The plat (with conditions recommended by City staff) would achieve consistency with subdivision requirements.

Recommendation:

The City Plan and Zoning Commission accepted the findings and forwards F19-05 to the City Council for approval, subject to the following conditions [which have been corrected and added to the plat]:

1. surveyor signs the plat.
2. utility providers sign the plat when their easement needs have been met.
3. plat is tied to two quarter corners both labeled with description or two previously established lot corners both labeled with description of each corner.
4. plat shall depict the stormwater passage required to convey the 100 year storm event overland within a drainage easement.
5. an agreement be provided to hold the City of Davenport harmless from any damages, claims, or suites resulting from any private drive as shown on the final plat.

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

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Exhibit	Plat
▣ Exhibit	P&Z Report
▣ Exhibit	Vote Results

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	2/24/2020 - 3:57 PM
Community Development Committee	Flynn, Matt	Approved	2/27/2020 - 11:07 AM
City Clerk	Admin, Default	Approved	2/27/2020 - 11:11 AM

Resolution No. _____

Resolution offered by Kyle Gripp, Chairperson

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F19-05 being the request F19-05 of Russell Construction for final plat of Russell - Crow Valley Office Park 7th Addition on 11.07 acres, more or less, being a replat of Lot 1& 2 of Russell - Crow Valley Office Park 3rd Addition located at 4700 E 53rd St containing four lots. [Ward 6]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Final Plat Russell - Crow Valley Office Park 7th Addition to the City of Davenport, Iowa be the same and is hereby approved and accepted subject to the conditions as stated in the April 3, 2019 Plan and Zoning Commission's recommendation for approval (please note that the conditions have been added to the plat and/or provided and is not repeated on this resolution).

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

Attest:

Approved:

Brian Krup, Deputy City Clerk

Mike Matson, Mayor

FINAL PLAT



City of Davenport
Community Planning & Economic Development Department
FINAL REPORT

PLAN AND ZONING COMMISSION

Date: April 2, 2019
Request: F19-05 Final Plat – Russell - Crow Valley Office Park 7th Add.
Address: 4700 E 53rd Street
Applicant: Russell Construction

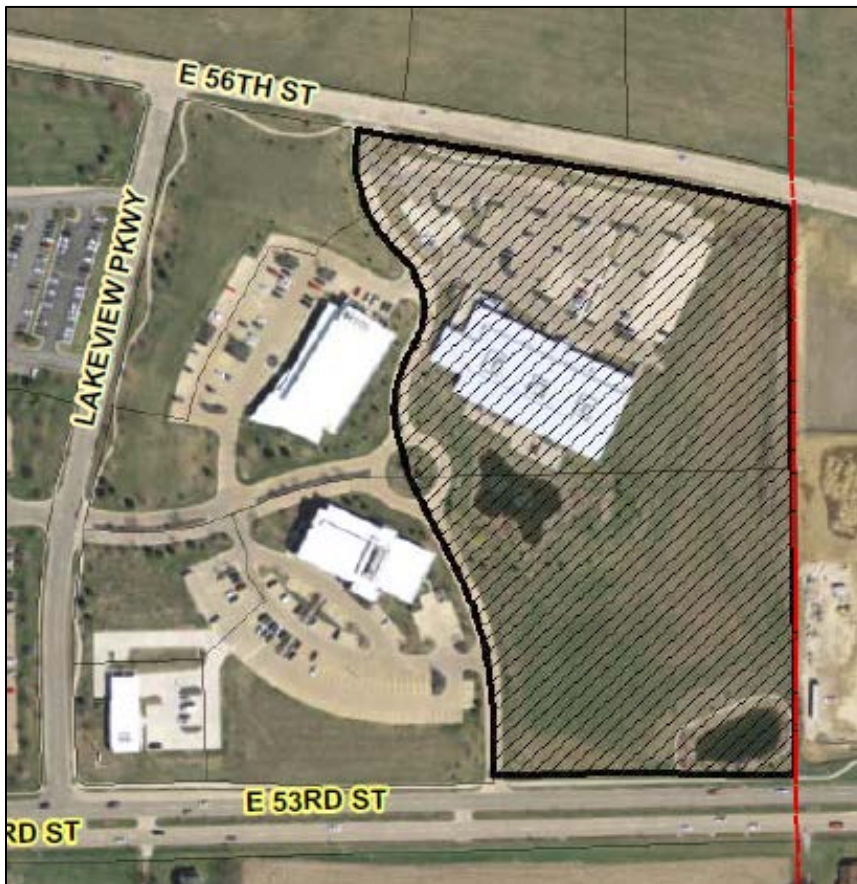
DESCRIPTION

Request F19-05 of Russell Construction for final plat Russell - Crow Valley Office Park 7th Addition on 11.07 acres, more or less, being a replat of Lot 1& 2 of Russell - Crow Valley Office Park 3rd Addition located at 4700 E. 53rd St. containing four lots. [Ward 6]

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward F19-05 to the City Council with a recommendation for approval subject to the listed conditions.

Aerial Photo:

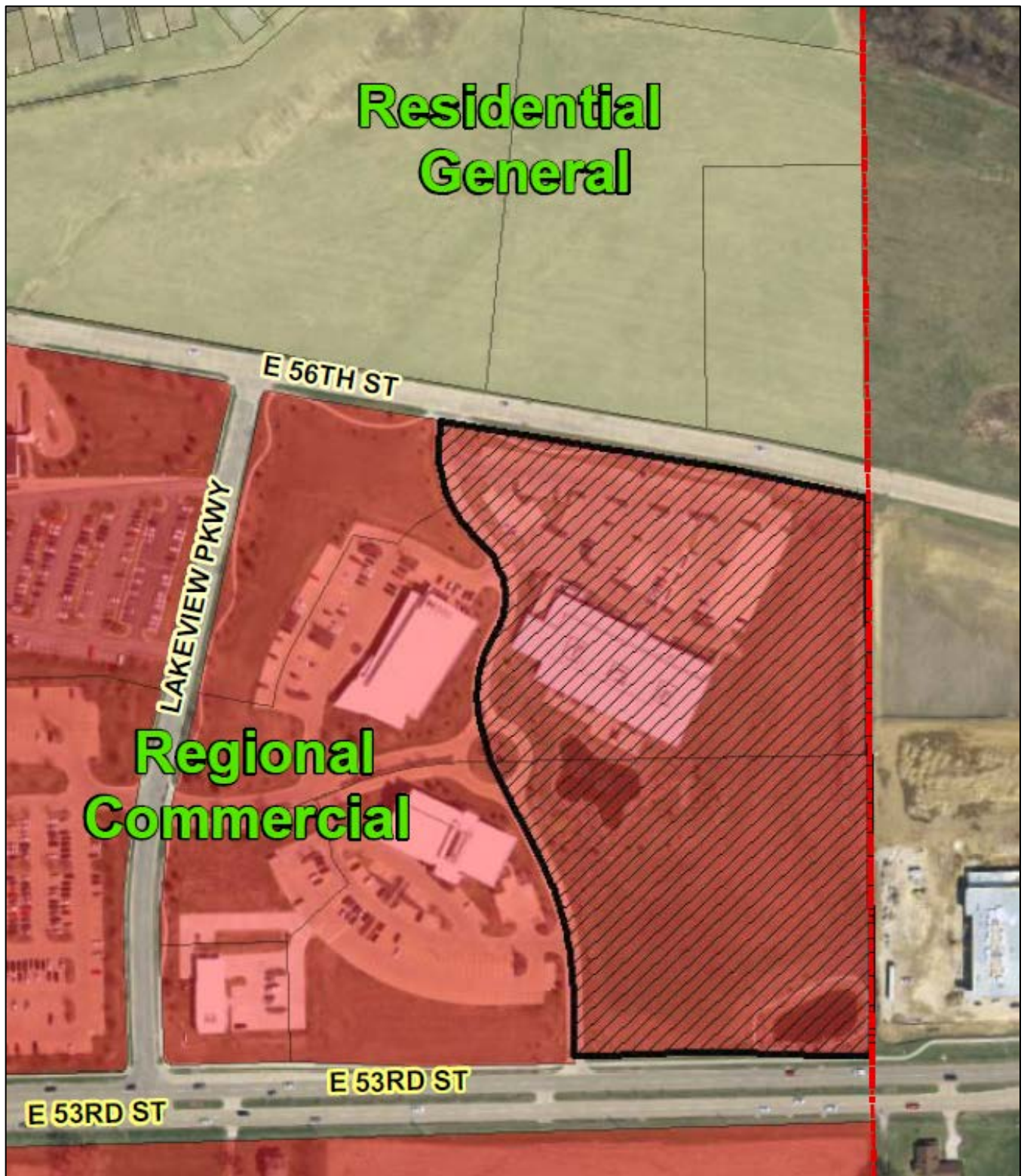


Zoning

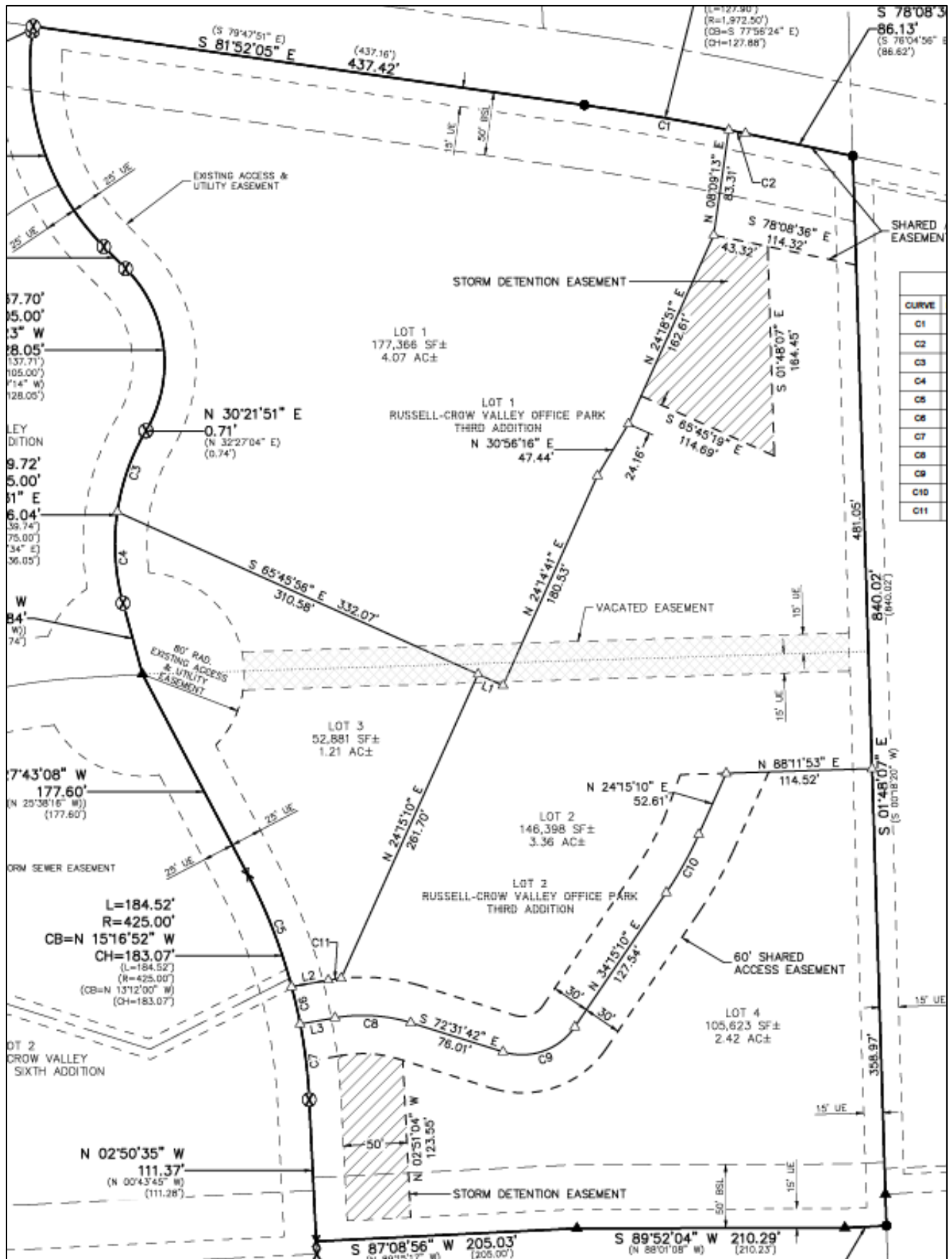
(C-OP Commerical Office Park; C-T Commercial Transitional; C-2 Corridor Commerical)



Land Use 2035
(Residential General & Regional Commercial)



Plat



BACKGROUND

Comprehensive Plan:

Within Urban Service Area (USB35): Yes
Future Land Use Designation: RC – Regional Commercial

Technical Review:

Streets. No new streets are proposed with this request.

Storm Water. The plat will need to conform to any requirements of the City of Davenport Natural Resources Division.

Sanitary Sewer. Sanitary sewer service is located along the street. No new service will be required.

Other Utilities. Normal utility services are available nearby in this developed area. An Easement will be required for MidAmerican Water.

Parks/Open Space. No park shall be required with this infill development.

PUBLIC INPUT This is a subdivision plat. No notification is required.

DISCUSSION

Planning Staff has reviewed this plat and confirmed that the plat generally conforms to the requirements of the subdivision code.

STAFF RECOMMENDATION

Findings: The plat conforms to the comprehensive plan Davenport+2035; and

1. The plat (with conditions recommended by City staff) would achieve consistency with subdivision requirements.

Recommendation:

Staff recommends the City Plan and Zoning Commission forward F19-05 to the City Council with a recommendation for approval subject to the following condition(s):

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. That the plat is tied to two quarter corners both labeled with description or two previously established lot corners both labeled with description of each corner.
4. That the plat depict the stormwater passage required to convey the 100 year storm event overland within a drainage easement.
5. That an agreement be provided to hold the City of Davenport harmless from any damages, claims, or suites resulting from any private drive as shown on the final plat.

Prepared by:



Meeting Location: Council Chambers-City Hall

W/ Motion
TO Amend
Tallman - M
Heppner - S

City of Davenport

Agenda Group:
Department: Public Safety
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
3/11/2020

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

Project Renewal; Fit-Fest; Saturday, April 18, 2020 7:00 a.m. - 12:00 p.m.; **Closures:** W 6th St from Marquette St to Gaines St; Warren St from W 6th St to W 5th St. [Ward 3]

Donna Young; Village in Bloom Festival of the Arts; Village of East Davenport; Saturday, May 2, 2020 6:30 a.m. - 6:30 p.m.; **Closures:** E 11th St from Mound St to Jersey Ridge Rd; Christie St from E 11th St north to the alley; bike path from Mound St to E 11th St/Jersey Ridge Rd. [Wards 5 & 6]

Ganzo's Mexican Restaurant, Ganzo's 5K; Saturday, May 2, 2020; 5:30 a.m.– 11:00 a.m.; **Lane closures:** northbound N Marquette from W Kimberly to W 41st; W 41st from Marquette to Division; northbound Division from W 41st to W 53rd; eastbound W 53rd from Division to NW Blvd; southbound NW Blvd from W 53rd to Taylor; Taylor from NW Blvd to W 52nd; W 52nd/Garner Dr from Taylor to W 51st; W 51st from W 52nd/Garner Dr to Fillmore Ln; Fillmore Ln from W 51st to W 46th; W 46th from Fillmore Ln to Marquette; Marquette from W 46th to finish line at Ganzo's Restaurant. Volunteers will be present throughout the neighborhoods to assist residents who need to enter and exit. [Wards 7 & 8]

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Project Renewal Fit-Fest Map
▣ Backup Material	Project Renewal Fit-Fest Letter to Neighbors
▣ Backup Material	Project Renewal Fit-Fest Information
▣ Backup Material	Village in Bloom Map
▣ Backup Material	Village in Bloom Flyer
▣ Backup Material	Ganzo's Cinco de Mayo 5K Map
▣ Backup Material	Ganzo's Cinco de Mayo 5K Flyer to Residents

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	2/24/2020 - 12:25 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

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

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City through its Special Events Policy has accepted the following applications to hold outdoor events on the following dates, and

WHEREAS, upon review of the applications it has been determined that the streets, lanes, or public grounds on the dates listed below will need to be closed, and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs staff to proceed with the temporary closure of the following streets, lanes, or public grounds on the following dates and times:

*Project Renewal; Fit-Fest; Saturday, April 18, 2020 7:00 a.m. – 12:00 p.m.; **Closures:** W 6th St from Marquette St to Gaines St; Warren St from W 6th St to W 5th St. [Ward 3]*

*Donna Young; Village in Bloom Festival of the Arts; Village of East Davenport; Saturday, May 2, 2020 6:30 a.m. - 6:30 p.m.; **Closures:** E 11th St from Mound St to Jersey Ridge Rd; Christie St from E 11th St north to the alley; bike path from Mound St to E 11th St/Jersey Ridge Rd. [Wards 5 & 6]*

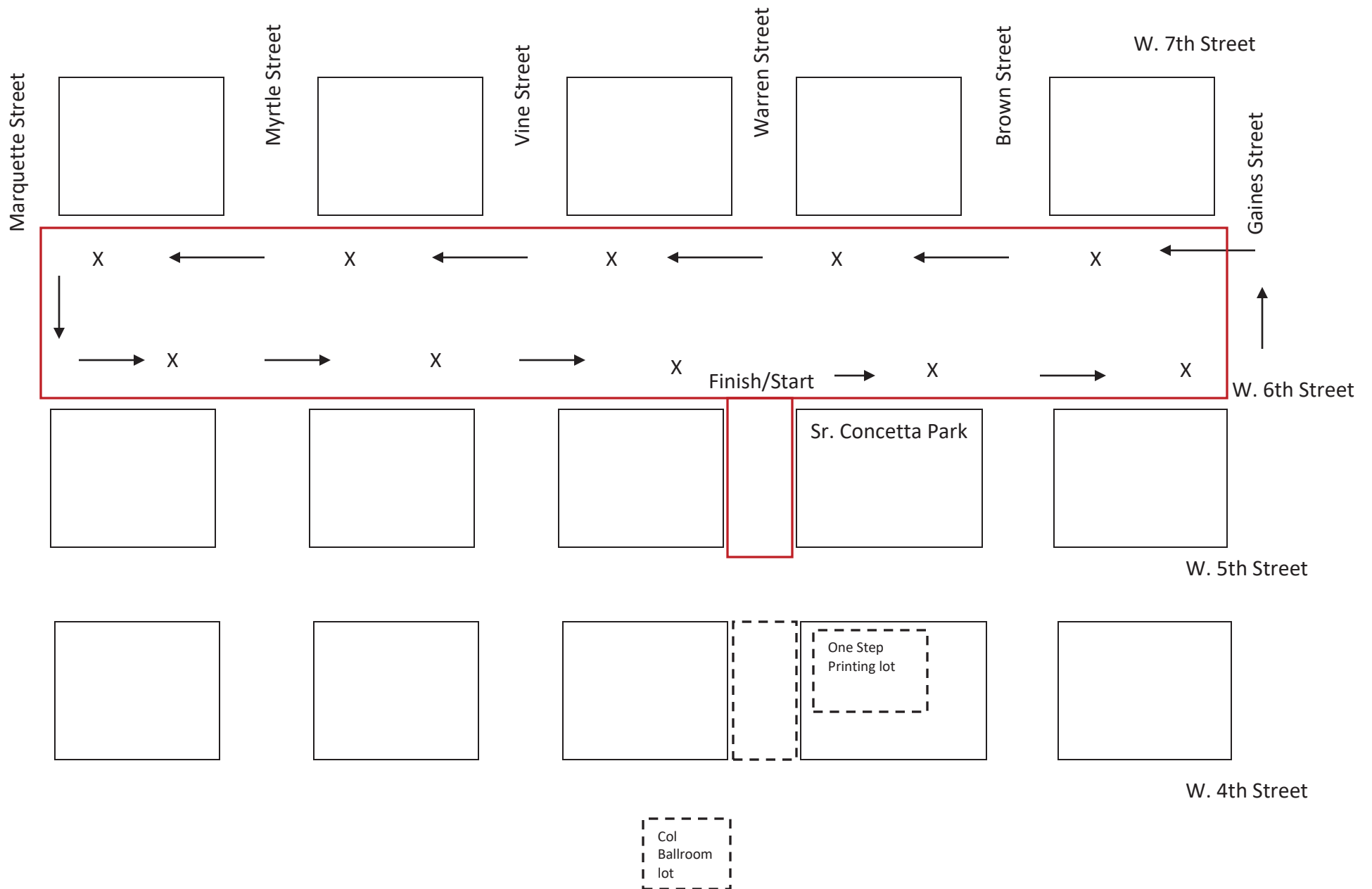
*Ganzo's Mexican Restaurant, Ganzo's 5K; Saturday, May 2, 2020; 5:30 a.m. – 11:00 a.m.; **Lane closures:** northbound N Marquette from W Kimberly to W 41st; W 41st from Marquette to Division; northbound Division from W 41st to W 53rd; eastbound W 53rd from Division to NW Blvd; southbound NW Blvd from W 53rd to Taylor; Taylor from NW Blvd to W 52nd; W 52nd/Garner Dr from Taylor to W 51st; W 51st from W 52nd/Garner Dr to Fillmore Ln; Fillmore Ln from W 51st to W 46th; W 46th from Fillmore Ln to Marquette; Marquette from W 46th to finish line at Ganzo's Restaurant. Volunteers will be present throughout the neighborhoods to assist residents who need to enter and exit. [Wards 7 & 8]*

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk



- = Road area requested to block off.
- = Parking.

**PROJECT RENEWAL
FIT-FEST
April 18, 2020**

Greetings Neighbors:

Thanks to all who participated last year in Project Renewal's FIT-FEST!

Project Renewal is announcing our annual FIT-FEST on **Saturday, April 18, 2020** - and you are invited!

We are notifying all residents along this event route so you may contact us with any questions, concerns and/or would like to participate. ***The route will be blocked off the morning of the event 7:00 a.m. – Noon, Saturday, April 18, 2020 for the safety and well-being of participants and residents. If you must use your vehicle during this time please park off the route THE NIGHT BEFORE. This will help with the safety for all and respect for your property. The approximate time to expect the streets to be clear is after Noon. As soon as the route is clear of pedestrians and obstacles traffic will resume. We ask for your patience and consideration at this time.***

This event promotes physical well being and healthy lifestyle choices among area youth and adults. It also brings awareness of positive developments in the surrounding neighborhood. In addition, this fundraising opportunity is a chance for people to learn more about the service Project Renewal provides area children and the community. This is a good time for us to tidy up our yards and streets to share with visitors the beauty of our neighborhood!

Project Renewal provides educational and recreational activities for children during the school year and summer in a safe, loving environment. Staff and volunteers are positive role models for the children, reinforcing values needed in order to live healthy and productive lives. Project Renewal is an important organization in our community which can deeply impact the life of a child and is very rewarding personally for those who volunteer or provide financial support.

Many opportunities, if interested, are available to you for this event; you can run, walk, volunteer, cheer - cheer from your own yard and/or join the festivities at Sr. Concetta Park. The route will start and finish at 6th and Warren Streets where the park is located, refreshments will be available, awards and prizes for registered participants. For any questions or more information on Project Renewal, to volunteer, or receive a registration form you may call 563-324-0800 or go to our website: www.projectrenewal.net. Come and support our neighborhood!

Thank you for your support!

Ann & Carl
Project Renewal
563-324-0800

**Project Renewal
Fit-Fest, April 18, 2020
Parking & Street Closing Plan**

Event Time: 9:00 – 11:00 a.m. “Fit Fest” obstacle course challenge.

Description: An obstacle course challenge, that is approximately 1 mile long and consists of 10 challenges/obstacles to perform and complete with a partner. It will be on 6th Street, between Marquette and Gaines with the road blocked off. The obstacles will be some kind of physical activity or sport specific drill with options for people of all abilities to participate. In Sr. Concetta Park and on Warren Street we will also have activities (zumba, archery, golf, etc) for people before/after the obstacle course or just want to do those activities.

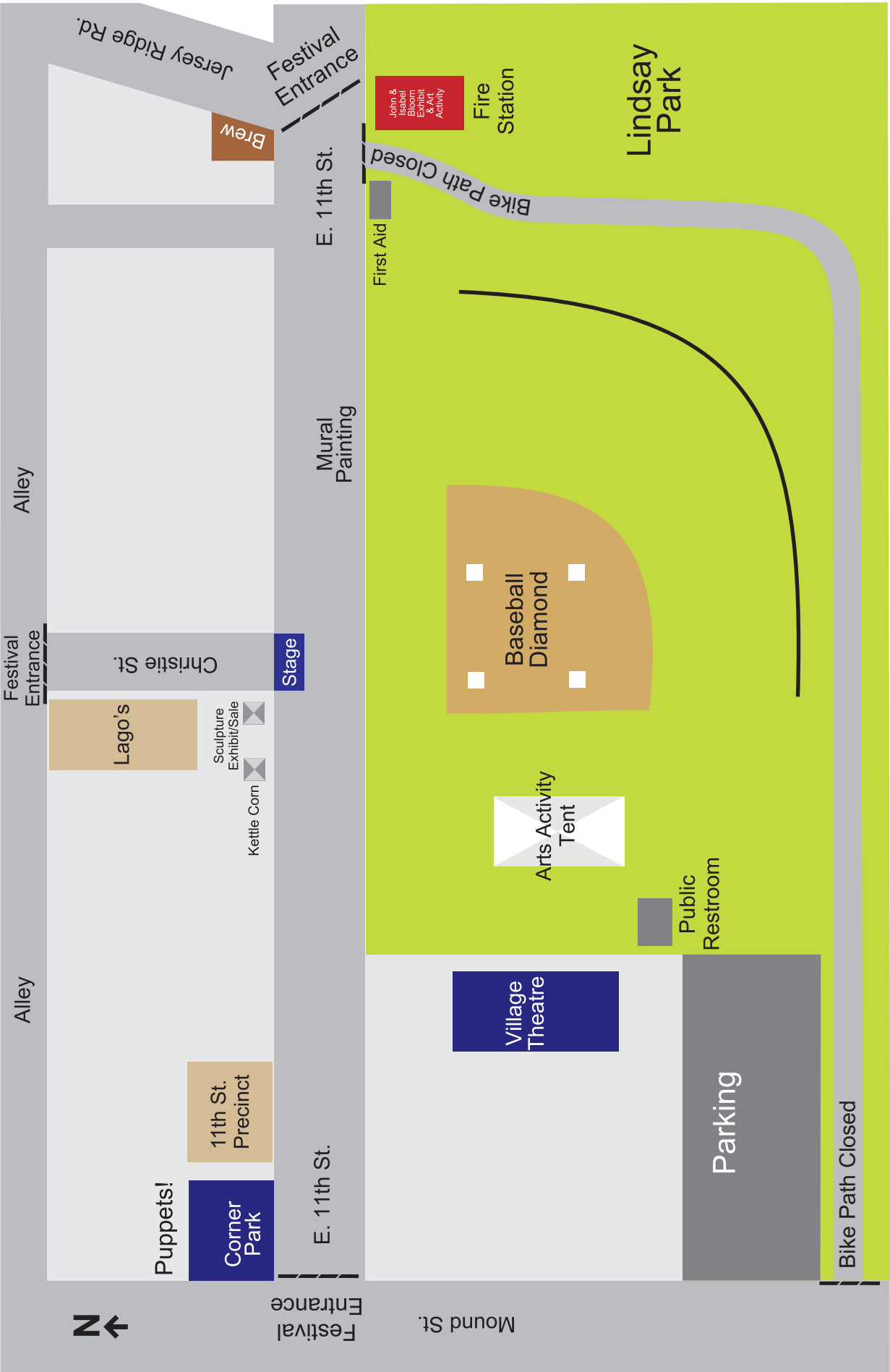
Parking Plan: Parking is available in the lot on the southwest corner of 4th & Warren Streets, and the lot of One Step Printing, street sides on Warren St. between 4th and 5th Streets, and other miscellaneous side streets in the area.

Street Closing: Warren St. closed between 5th and 6th Streets as well as 6th Street between Marquette St. and Gaines St. for the duration of the set-up, event, clean-up, 7:00 a.m. to Noon.

******For safety, respect for property and participants could we have signs posted on the 6th Street route the week leading up to the event that would notify residents “No parking, Saturday, April 18, 7:00 a.m. – Noon.”

We will hand delivery flyers to all neighbors living on the route to notify them of the event.

All post event activities will take place in Sr. Concetta Park, which is owned by Project Renewal.



Village in Bloom

A FESTIVAL OF THE ARTS
Honoring the Creative Lives of John & Isabel Bloom

THE EVENT

The Eighth Annual **"Village in Bloom: A Festival of the Arts"** honoring Isabel and John Bloom will be held in the Village of East Davenport Saturday, May 2 from 10-4.

Area school children will exhibit sculptures they created from recycled materials supporting the theme of *Backyard Play*.

Sculptures created by High School students who participated in the Village in Bloom Sculpting Contest will also be on display.

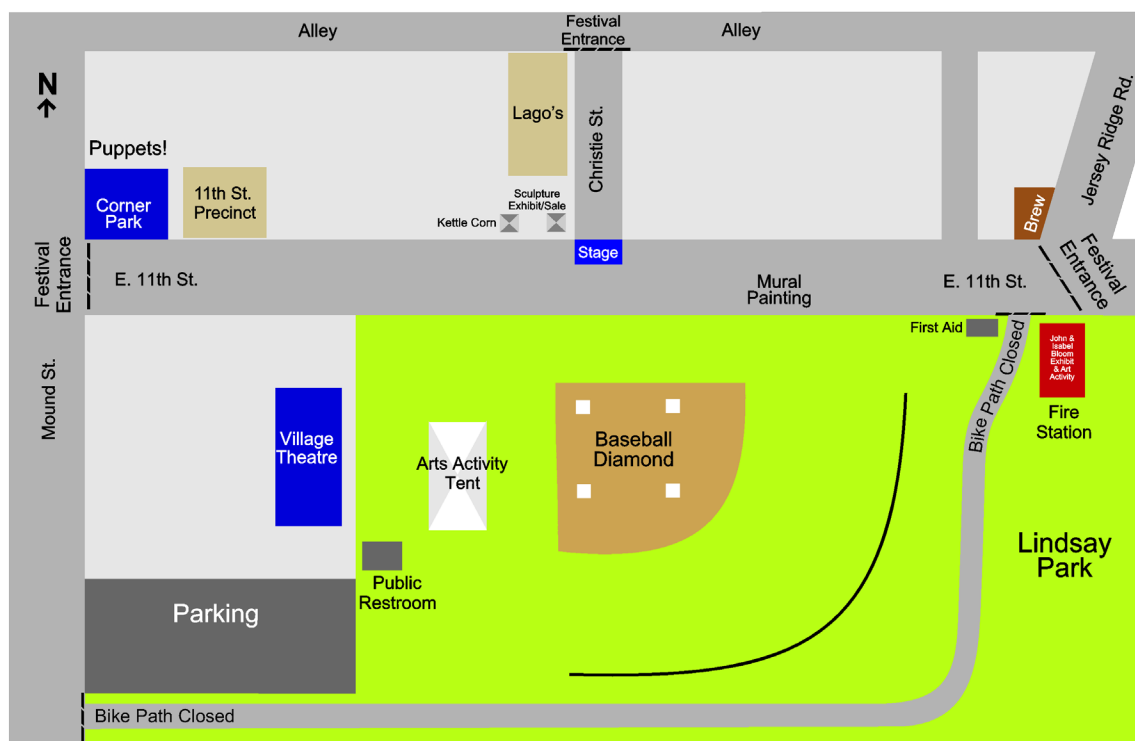
The event will also feature live performances on the big stage, in the corner park, along with ongoing street acts. Arts activities for children, exhibits of Isabel and John Bloom's artwork and food will also be part of the festivities.

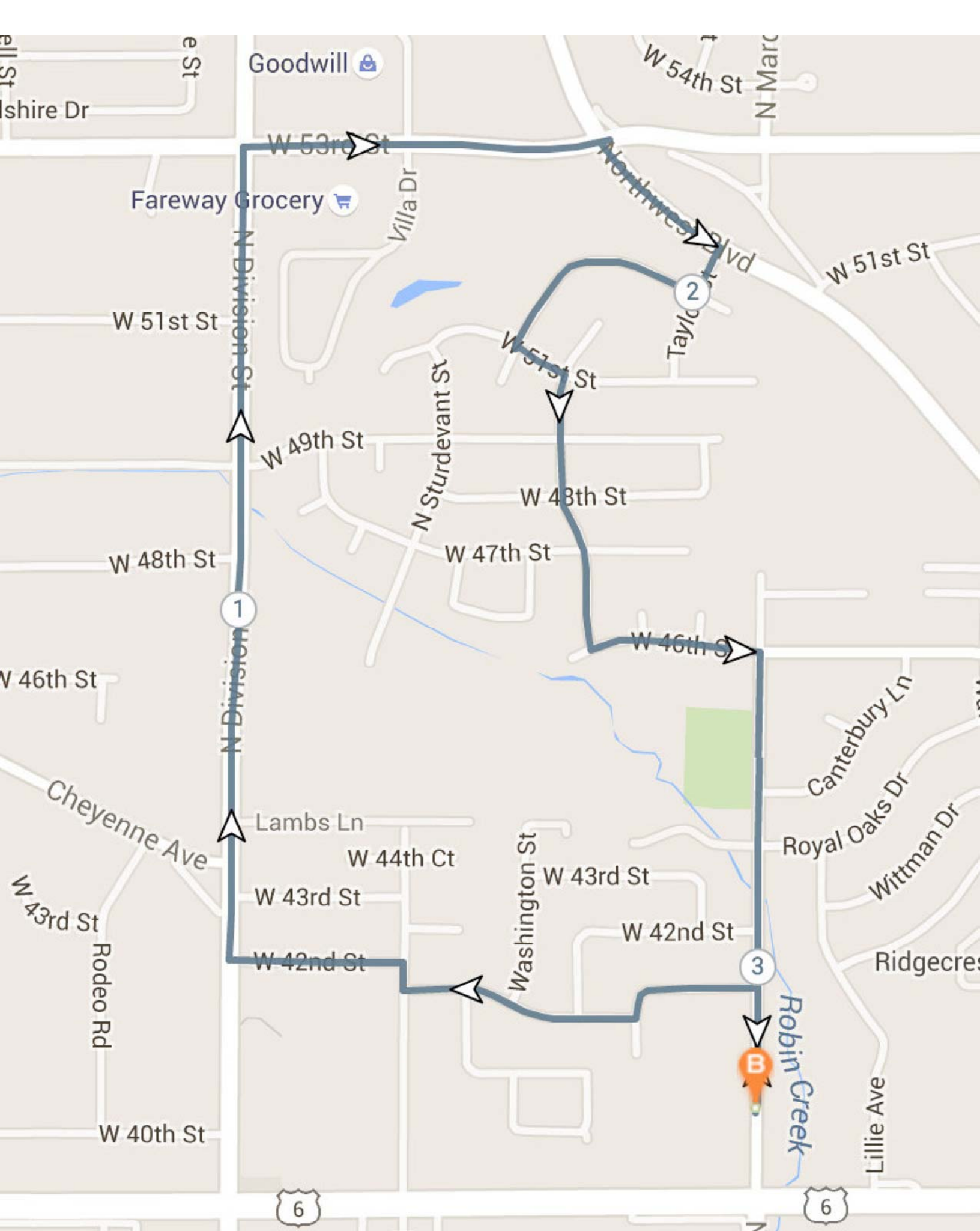
The event is free to the community. www.villageinbloom.org.

STREET CLOSING ANNOUNCEMENT

The streets will be closed at all 3 festival entrances from **6 a.m. to 6 p.m.** on the day of the festival, **Saturday May 2, 2020**. See map below.

If you have any concerns/comments/questions please contact the **City Clerk's Office at 563-326-6163**.







2020
CINCO DE MAYO 5K
PRESENTED BY GANZO'S

Dear Neighbor,

We wish to inform you of our upcoming race, the 8th Annual Cinco de Mayo 5K benefitting the Quad Cities Autism Center, taking place in your neighborhood on Saturday, May 2nd at 9:00 AM for approximately one hour. The course is shown on the reverse side of this letter.

The race committee and participants would greatly appreciate your support by not parking on the route for that brief period.

If you have any questions or concerns, please contact us at (309) 912-1471. For questions or comments regarding lane closures or noise, please contact Brian Krup at (563) 326-6163.

Thank you for supporting our race and helping us raise money for the Quad Cities Autism Center! We couldn't do it without you!

Thank you,
The Cinco de Mayo 5K Committee
www.ganzos5k.com

See what we have planned at this year's Cinco de Mayo Fiesta by going to www.ganzos.com.



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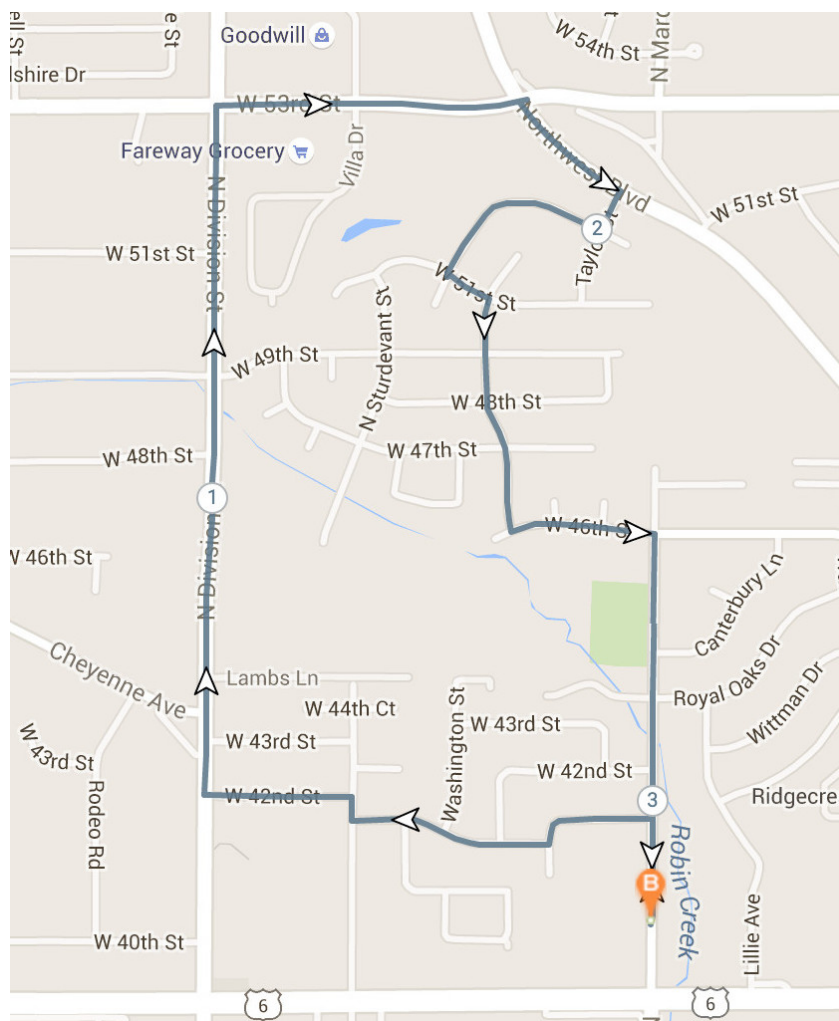
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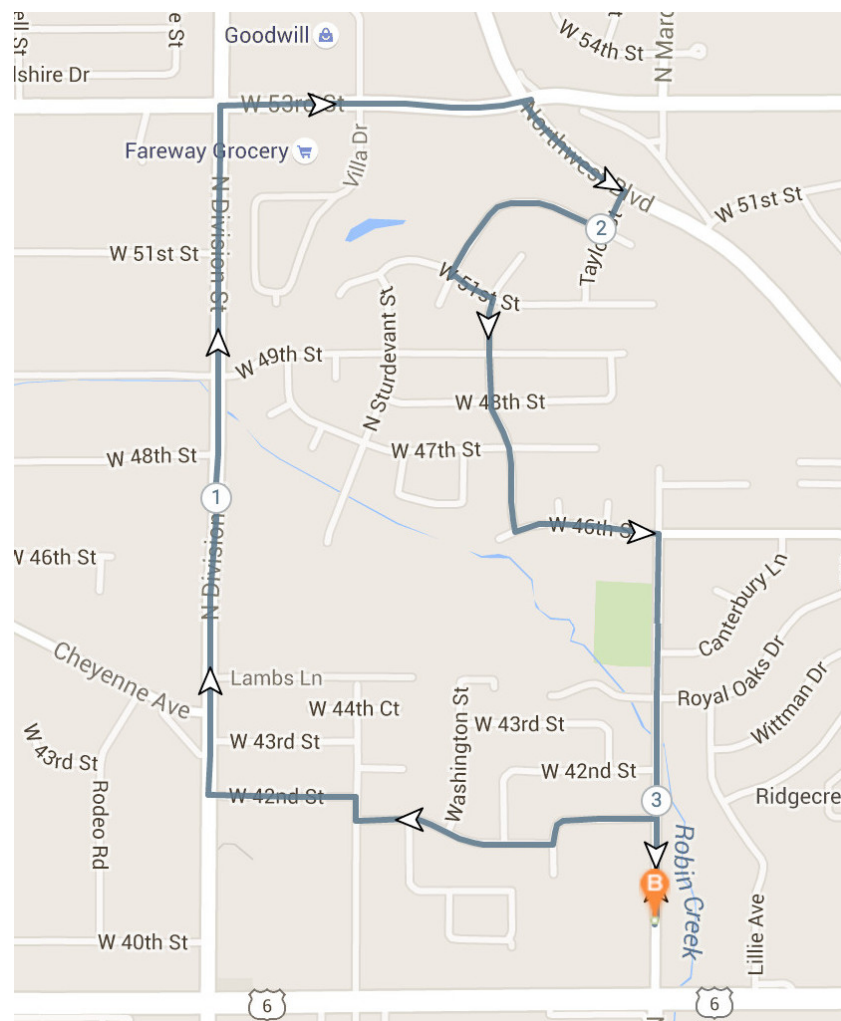
Thank you,
The Cinco de Mayo 5K Committee
www.ganzos5k.com

See what we have planned at this year's Cinco de Mayo Fiesta by going to www.ganzos.com.



2020 Cinco de Mayo 5K Course Map

www.ganzos5k.com/course/



2020 Cinco de Mayo 5K Course Map

www.ganzos5k.com/course/

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Eric Gravert 563-327-5125
Wards:

Action / Date
3/11/2020

Subject:
Resolution accepting the Veterans Memorial Parkway Paving and Bridge project from I-74 to Utica Ridge Road completed by Valley Construction Company of Rock Island, IL. The project was completed with a final contract amount of \$6,680,233.51, CIP #10556. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
This project constructed a four lane bridge over Crow Creek and divided pavement on new alignment between I-74 and Utica Ridge Road. A shared use trail was included on the south side and a sidewalk on the north side. The new alignment lined up with Forest Grove Rd east of Utica Ridge. This project continued the construction of a long planned major street across the northern part of Davenport and Bettendorf.

The project was completed in accordance with the City of Davenport and Iowa Department of Transportation requirements with a final amount of \$6,680,233.51 from account #10556.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	2/26/2020 - 4:26 PM
Public Works Committee	Lechvar, Gina	Approved	2/26/2020 - 4:27 PM
City Clerk	Admin, Default	Approved	2/26/2020 - 4:55 PM

Resolution No. _____

RESOLUTION offered by Alderman Dunn.

RESOLUTION of acceptance for the construction of the Veteran's Memorial Parkway Paving Project from Utica Ridge to the west tie-in to the new I-74 crossover bridge completed by Valley Construction Company of Rock Island, IL.

WHEREAS, City of Davenport, Iowa entered into a contract with Valley Construction Company of Rock Island, IL for construction work; and

WHEREAS, work on the project has been satisfactorily completed;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Davenport, Iowa; that the Veterans Memorial Parkway from Utica Ridge to I-74 is hereby approved.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Ron Hocker 563-327-5169
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving the specifications, form of contract, and estimate of cost for the FY21-FY22 Contract Sewer Repair Program, CIP #30052 and #33001. [All Wards]

Recommendation:
Adopt the Resolution.

Background:

Design of the sewer repairs and program management will be completed by the Sewers Division with quality assurance inspections being completed by Engineering Division Staff. Contract awards are proposed for June 2020, contingent on final approval of the FY21 budget.

This project is being bid as an Indefinite Quantity, Indefinite Delivery Task Order Contract. The lowest bidder(s) will be offered annual contract(s) with the City with an option for a one year contract extension, subject to approved funding. Work will be assigned to the successful bidders on a rotating basis. No work will begin prior to July 1 of the fiscal year for which funding has been allocated.

Contracts will be guaranteed in the amount of \$250,000 for each contractor. The maximum contract value is \$1,550,000.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	2/26/2020 - 4:48 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:15 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:39 AM

Resolution No. _____

Resolution offered by Alderman Dunn .

RESOLVED by the City Council of the City of Davenport

RESOLUTION approving the specifications, form of contract, and estimate of cost for the FY21-FY22 Contract Sewer Repair Program, CIP #30052 and #33001.

WHEREAS, on the 14th day of February, 2020, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, IA for the FY21-FY22 Contract Sewer Repair Program within the City of Davenport, IA; and

WHEREAS, Notice of Hearing on specifications and form of contract was published as required by law:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said specifications, form of contract, and estimate of cost are hereby approved as the specifications, form of contract, and estimate of cost for said FY21-FY22 Contract Sewer Repair Program.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Clay Merritt 563-888-3055
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Public Works High Bay Roof Replacement project, CIP #23033. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
This project is for the replacement of the roof over the high bay area located within the Public Works Center. This section of roof is nearing the end of its useful life and is scheduled to be replaced.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Construction Drawings
▣ Backup Material	Construction Specification

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	2/26/2020 - 4:16 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:12 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:44 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION on the plans, specifications, form of contract, and estimate of cost for the Public Works High Bay Roof Replacement project, CIP #23033.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the Deputy City Clerk of Davenport, Iowa, for the Public Works High Bay Roof Replacement project, CIP #23033.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that, said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Public Works High Bay Roof Replacement project, CIP #23033

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk



Frank Klipsch, Mayor
Mike Matson, Mayor

Kyle Gripp, Alderman at Large
J. J. Condon, Alderman at Large
Rick Dunn, First Ward Alderman
Maria Dickmann, Second Ward Alderman
Marion Meginnis, Third Ward Alderman
Raymond A. Ambrose, Fourth Ward Alderman
Rita Rawson, Fifth Ward Alderman
Matthew Dohrmann, Fifth Ward Alderman
Rich Clewell, Sixth Ward Alderman
Benjamin Jobgen, Sixth Ward Alderman
Mike Matson, Seventh Ward Alderman
Patrick Peacock, Seventh Ward Alderman
Kerri Tompkins, Eighth Ward Alderman
Judith Lee, Eighth Ward Alderman

Corri Spiegel, City Administrator

Nicole Gleason, Public Works Director

DRAWING INDEX

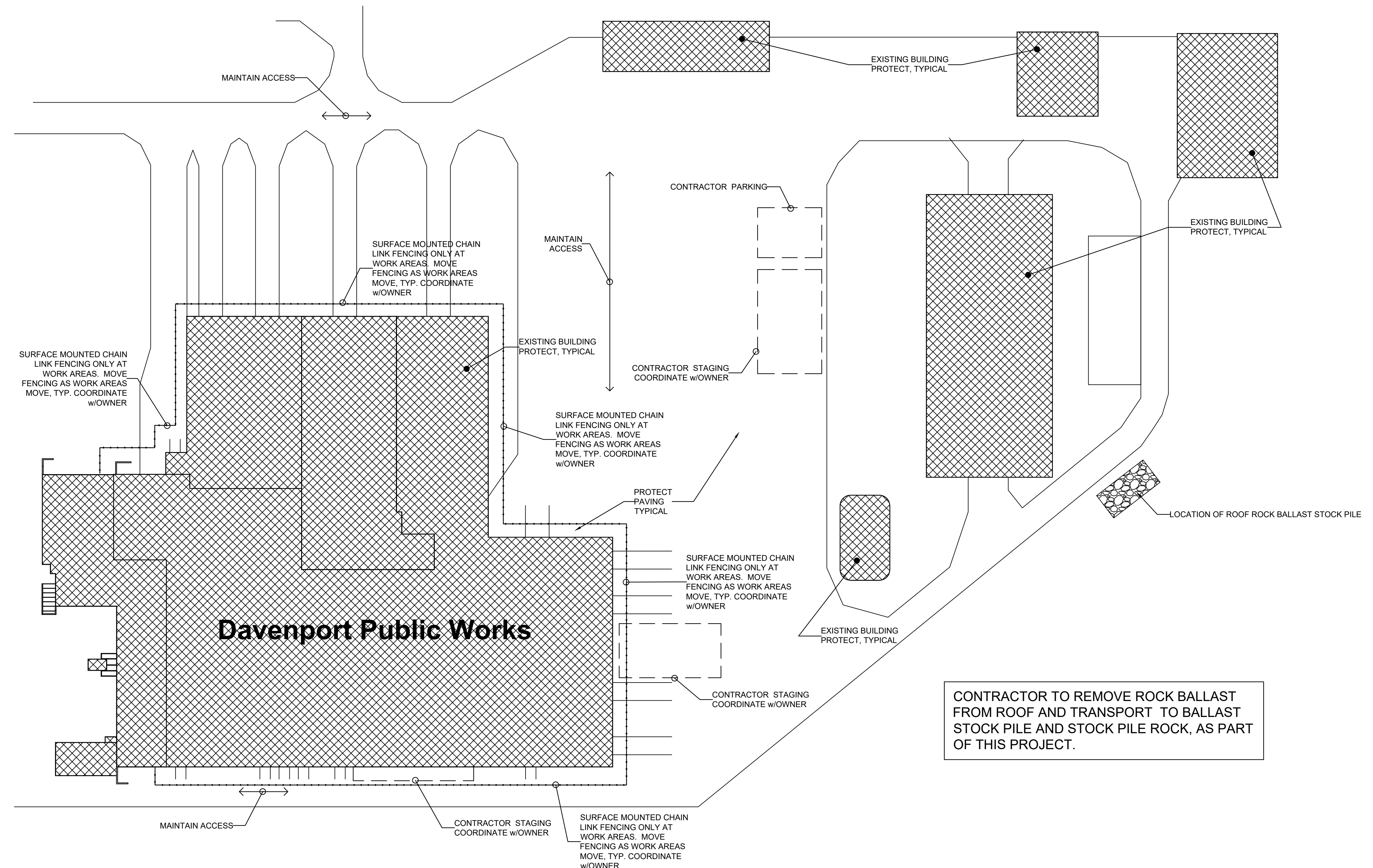
- A.1 SITE PLAN
- A.2 OVERALL ROOF PLAN
- A.3 DEMOLITION PLAN AREA "A"
- A.4 DEMOLITION PLAN AREA "B"
- A.5 DEMOLITION PLAN AREA "C"
- A.6 DEMOLITION PLAN AREA "D"
- A.7 DEMOLITION PLAN AREA "E"
- A.8 DEMOLITION PLAN AREA "F"
- A.9 DEMOLITION PLAN AREA "G"
- A.10 REVISED PLAN AREA "A"
- A.11 REVISED PLAN AREA "B"
- A.12 REVISED PLAN AREA "C"
- A.13 REVISED PLAN AREA "D"
- A.14 REVISED PLAN AREA "E"
- A.15 REVISED PLAN AREA "F"
- A.16 REVISED PLAN AREA "G"
- A.17 DETAILS
- A.18 DETAILS



Bracke . Hayes . Miller . Mahon, Architects, LLP
Moline, Illinois Davenport, Iowa

Partial Roof Replacement Davenport Public Works

1200 East 46th Street
Davenport, Iowa

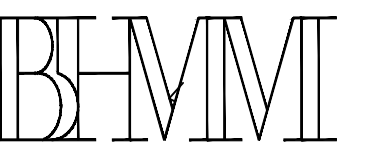


Site Plan

SCALE: 1/64"=1'-0"

NOTES:

1. CONTRACTOR TO VERIFY ALL QUANTITIES, DIMENSIONS, ARRANGEMENTS AND CONDITIONS.
2. ALL WORK IS BASE BID UNLESS NOTED AS AN ALTERNATE.
3. F.V. MEANS FIELD VERIFIED BY CONTRACTOR.
4. COORDINATE ALL MECHANICAL, AND ELECTRICAL WORK.
5. FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.



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Miller
Mahon,
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1315 East 11th Street
Davenport, Iowa 52803
563.323.8484

Partial Roof Replacement
Davenport Public Works
1200 East 46th Street
Davenport, Iowa



REV. 3-2-20

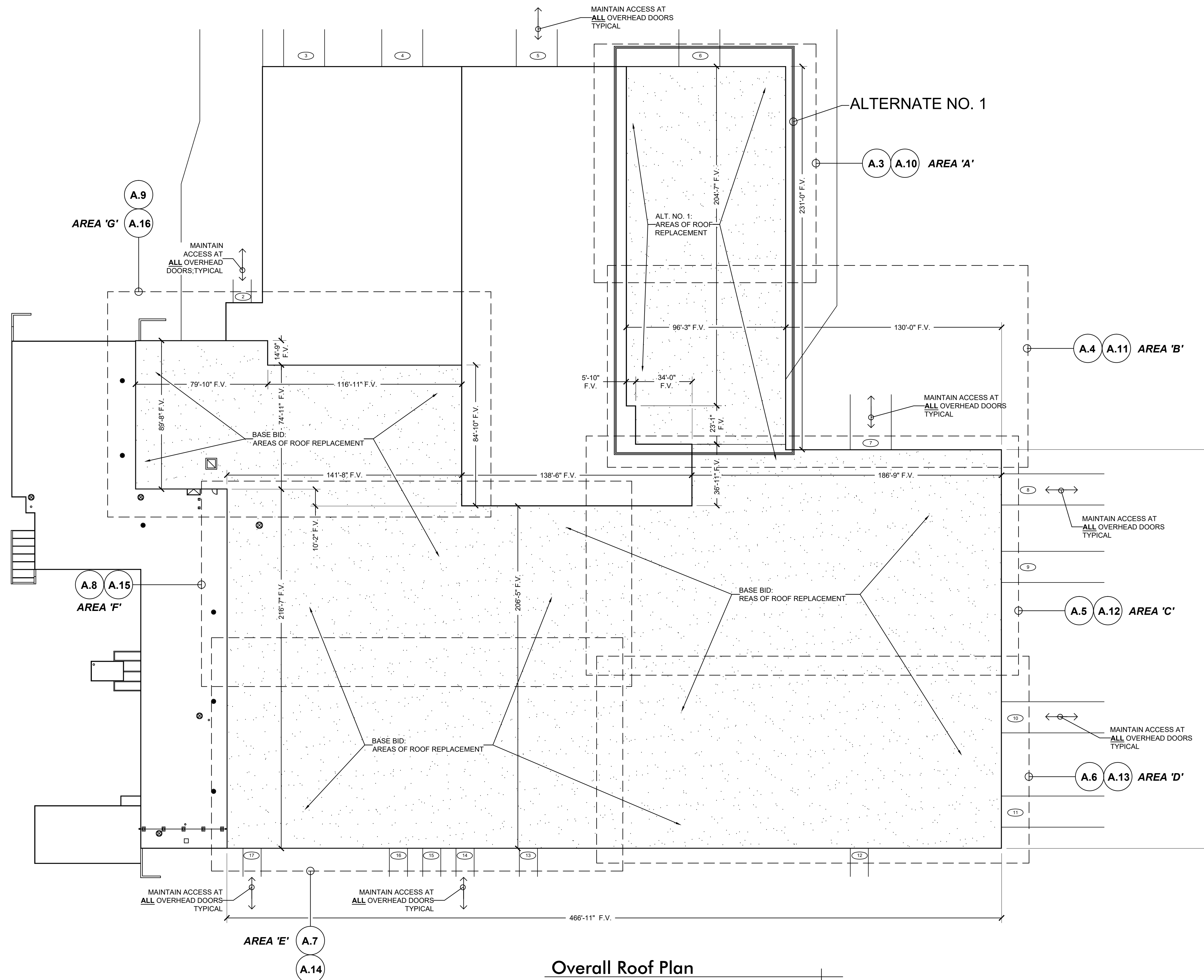
12-18-19

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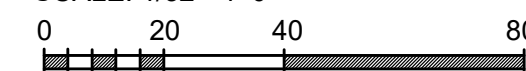
SITE PLAN

A.1
of 18



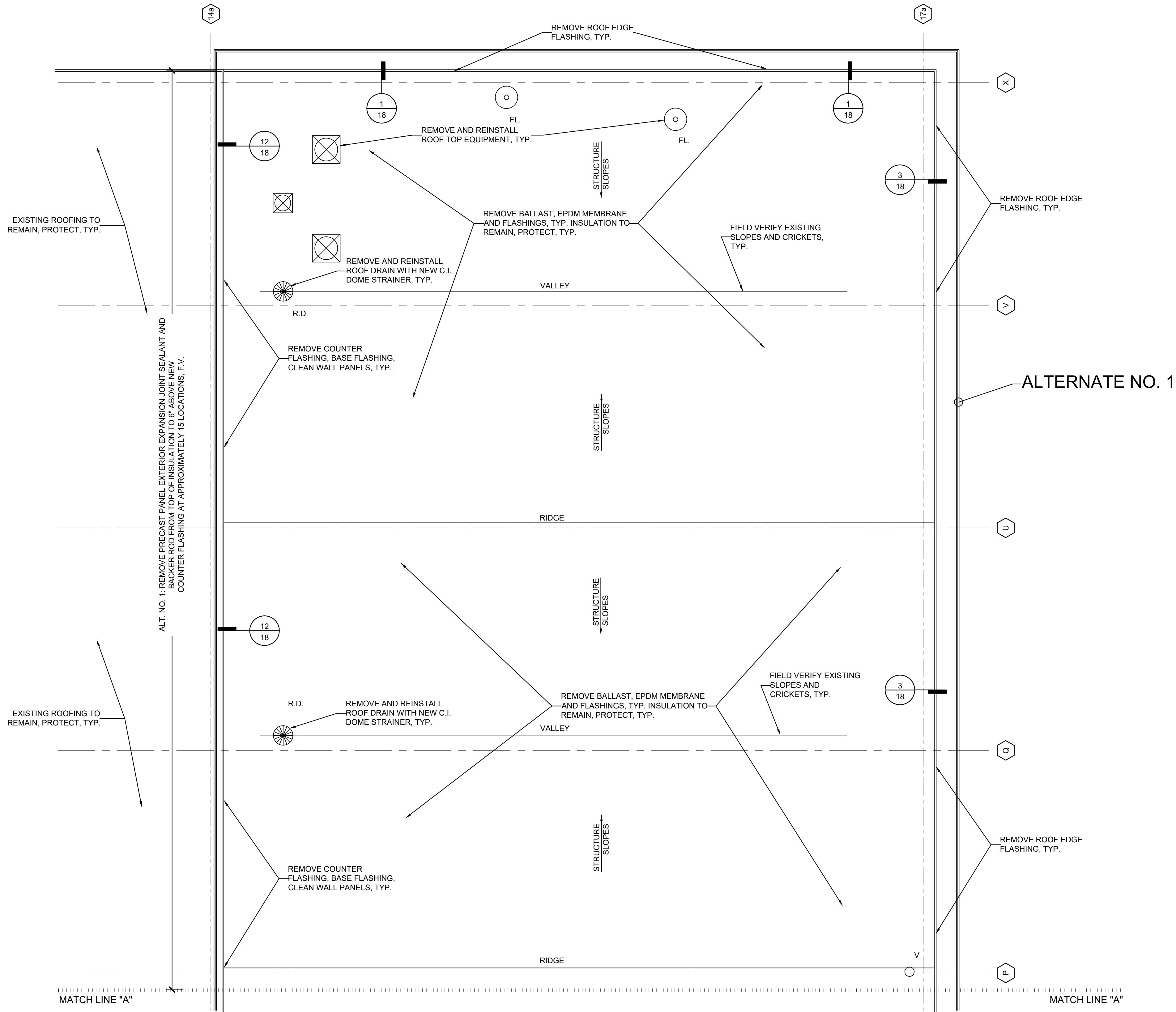
Overall Roof Plan

SCALE: 1/32"=1'-0"



NOTES:

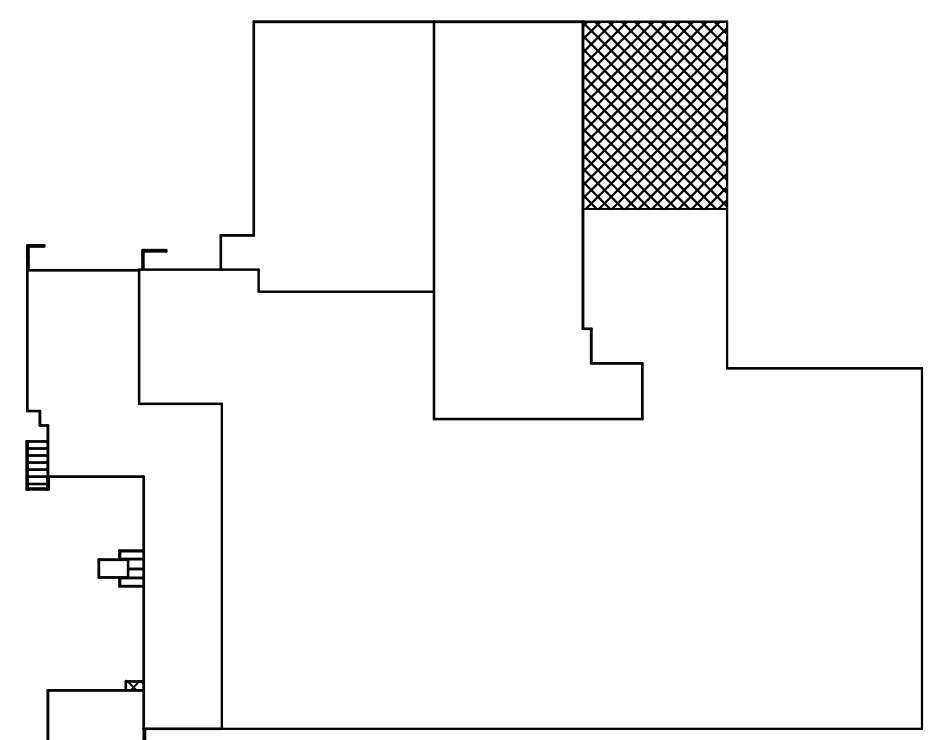
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 5. FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
- APPROXIMATE AREA BASE BID: 120,270 S.F. ; CONTRACTOR TO FIELD VERIFY
APPROXIMATE AREA ALTERNATE NO. 1: 21,735 S.F. ; CONTRACTOR TO FIELD VERIFY



Alternate No. 1
Demolition Roof Plan Area "A"



- NOTES:
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KEY PLAN



Partial Roof Replacement
Davenport Public Works
1200 East 46th Street
Davenport, Iowa



REV. 3-2-20

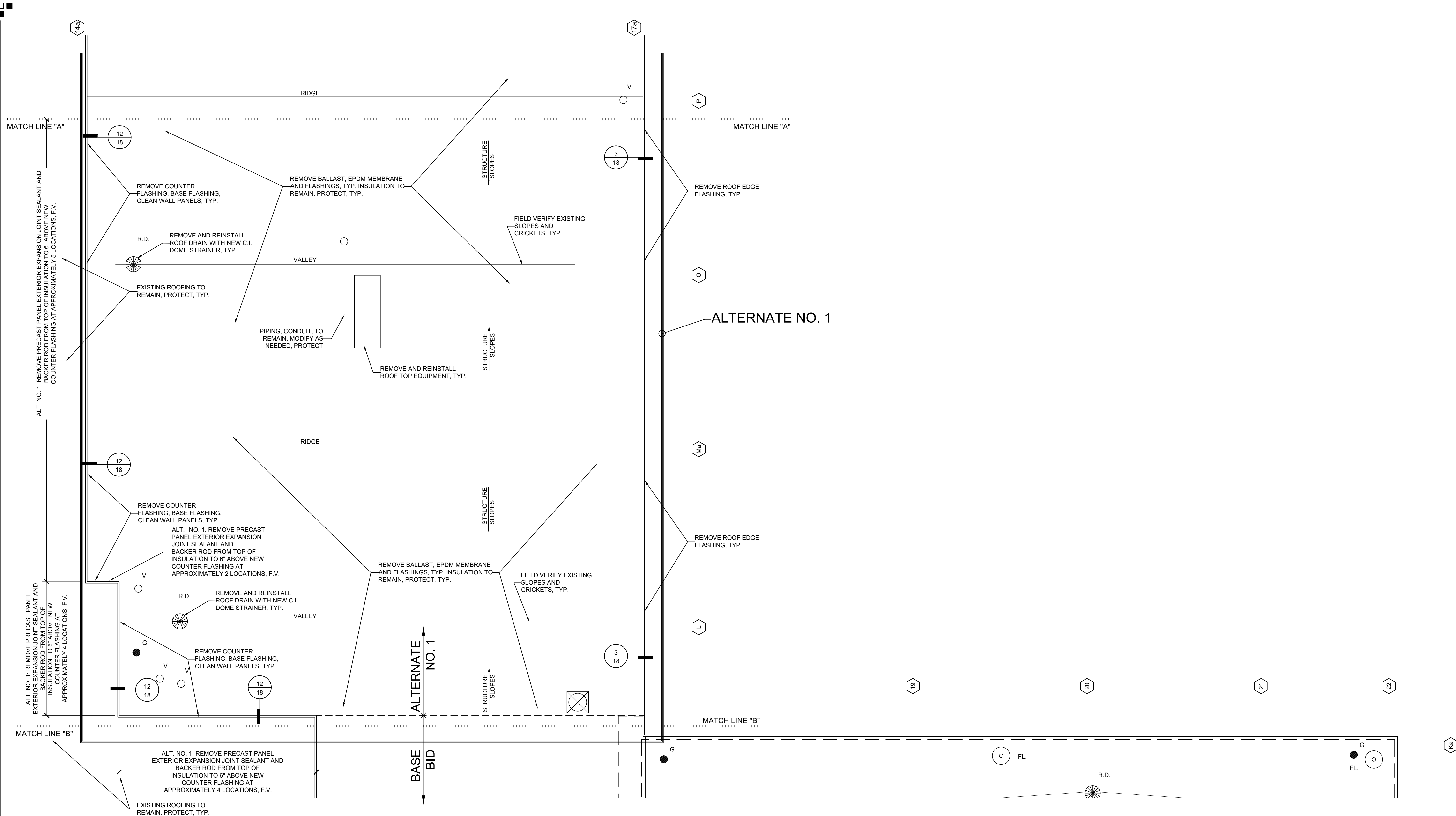
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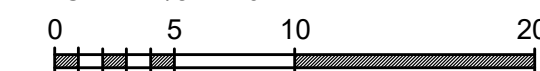
Demolition Roof
Plan Area "B"

A.4



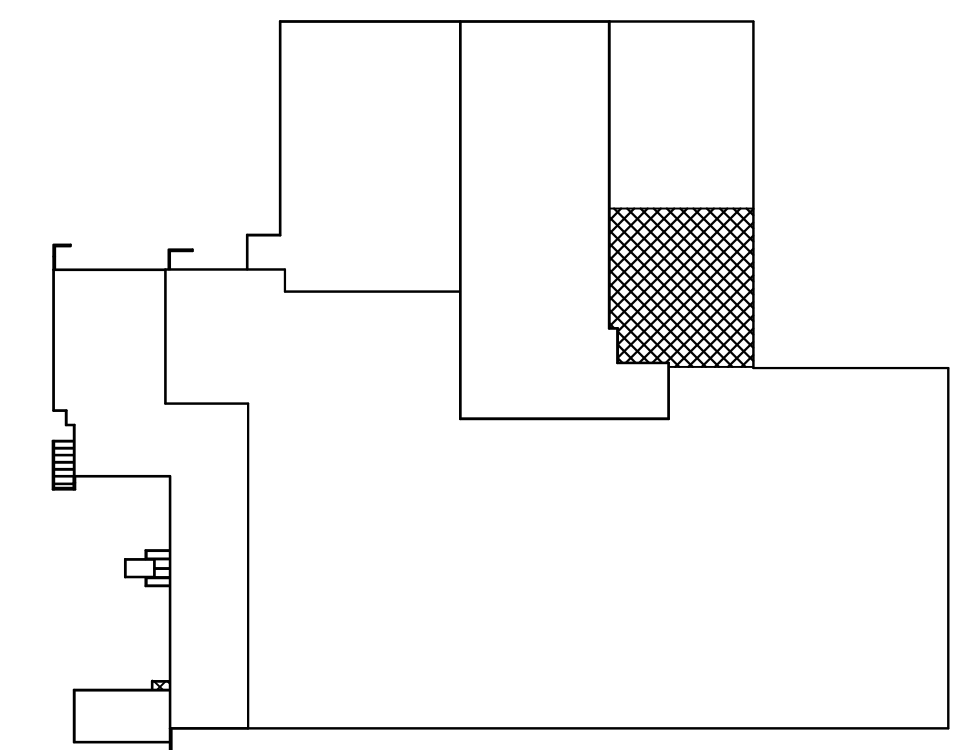
Alternate No. 1
Demolition Roof Plan Area "B"

SCALE: 1/8"=1'-0"

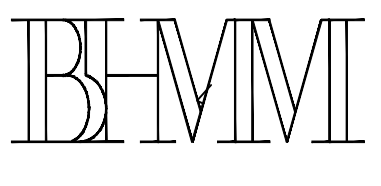
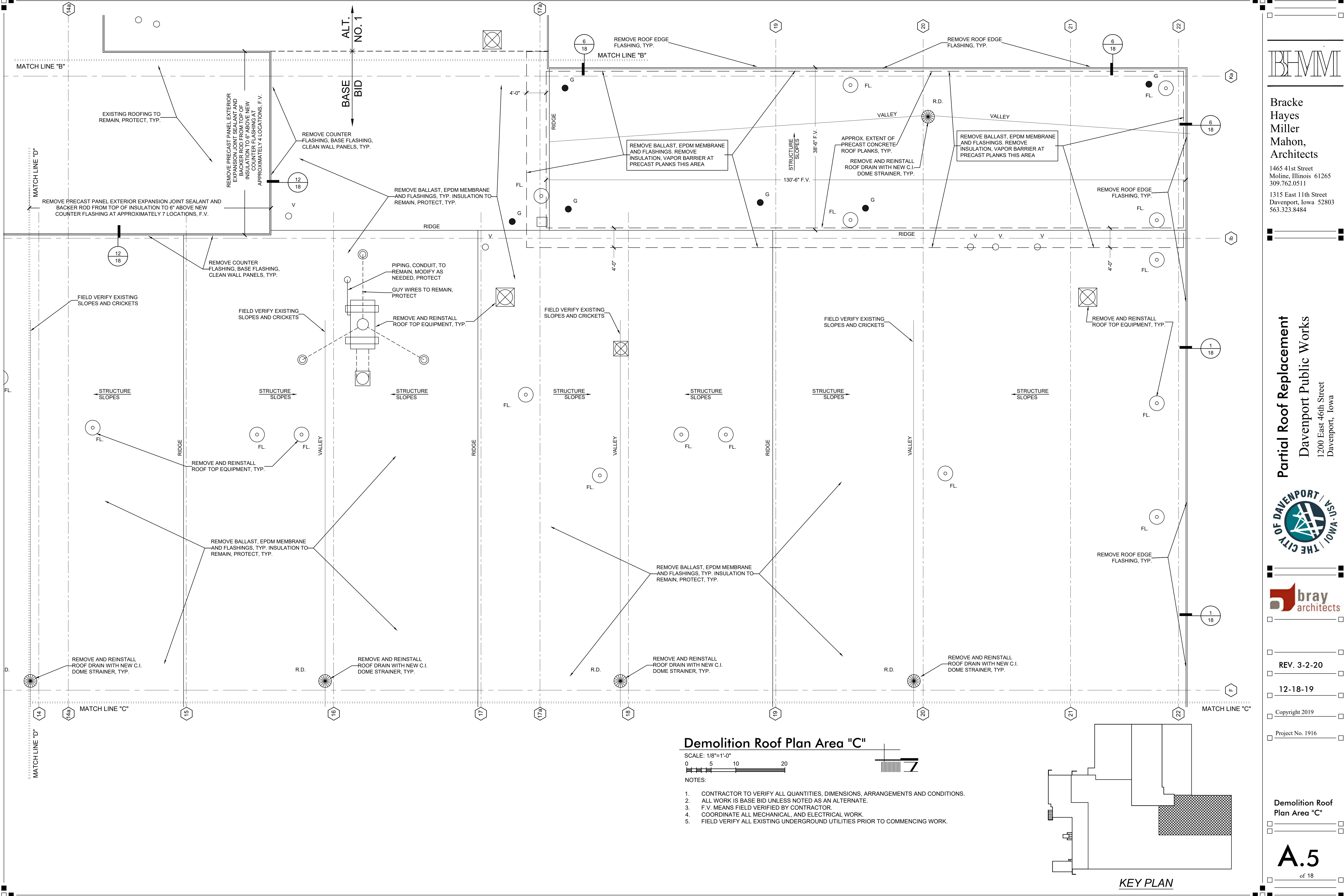


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KEY PLAN



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563.323.8484

Partial Roof Replacement
Davenport Public Works

1200 East 46th Street
Davenport, Iowa



REV. 3-2-20

12-18-19

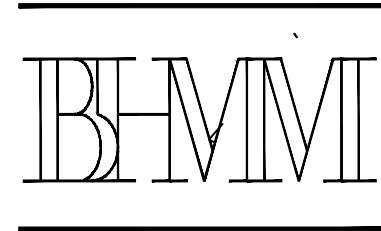
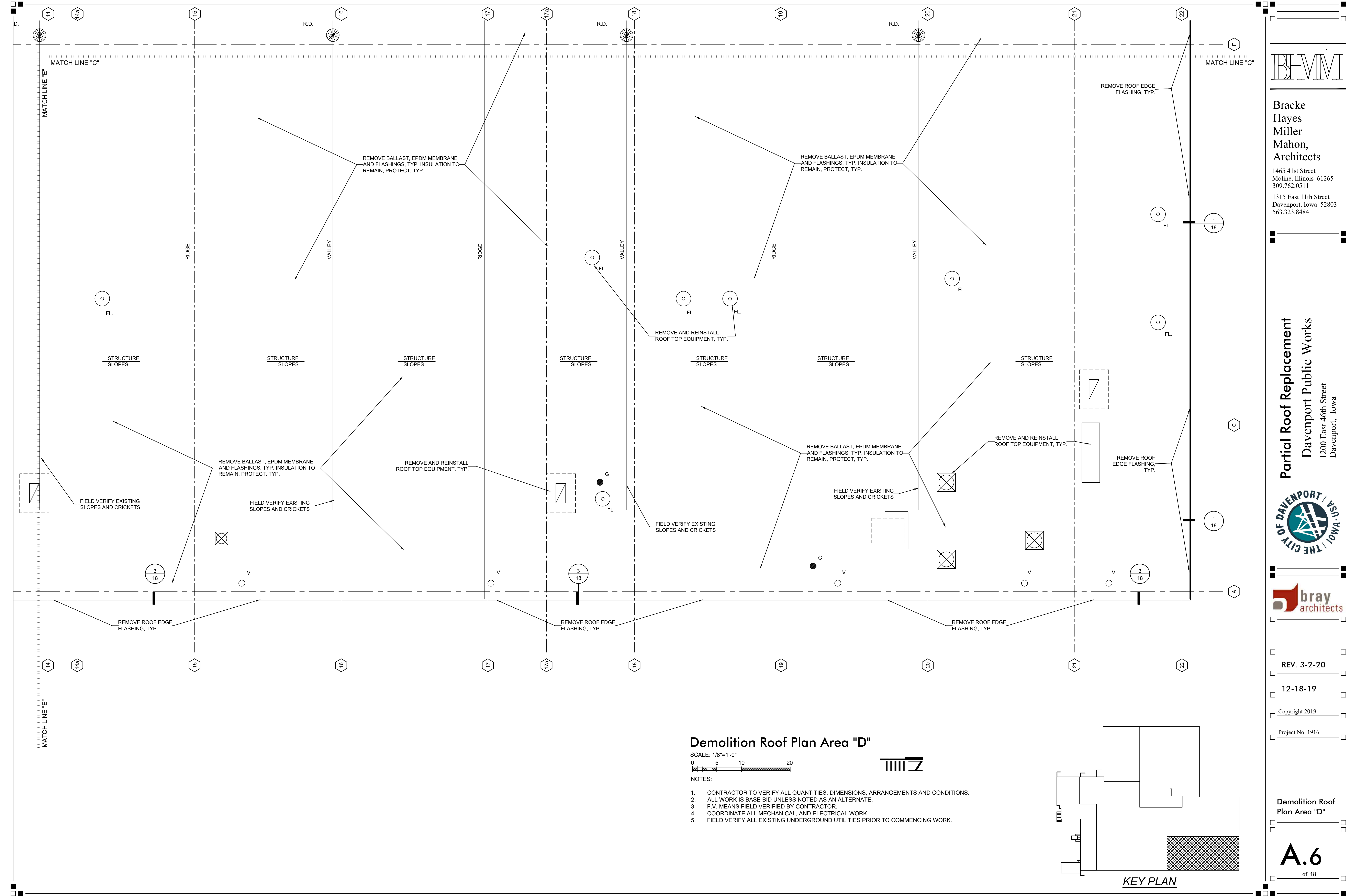
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Demolition Roof
Plan Area "C"

A.5

of 18



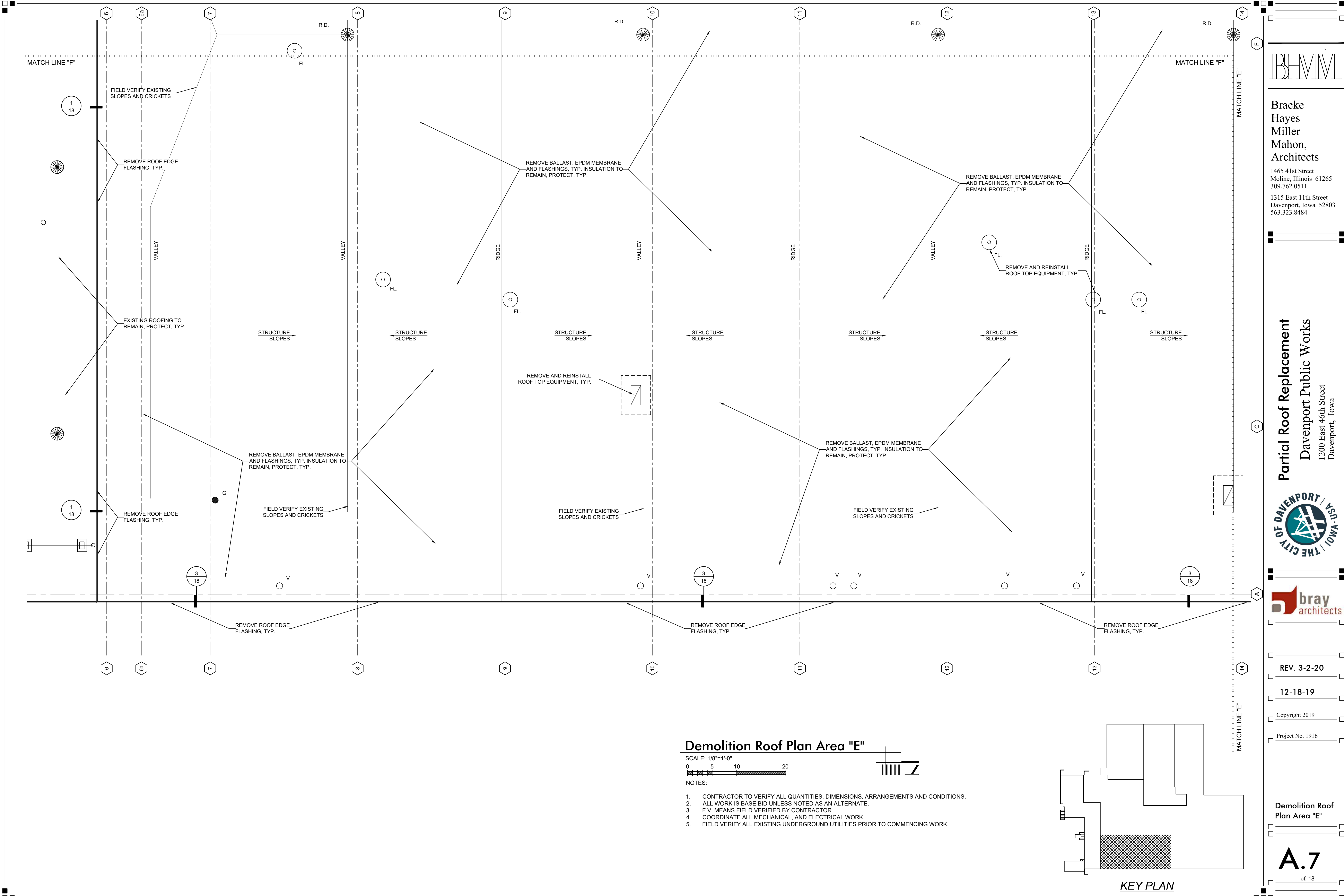
Bracke
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Mahon,
Architects
1465 41st Street
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Davenport Public Works
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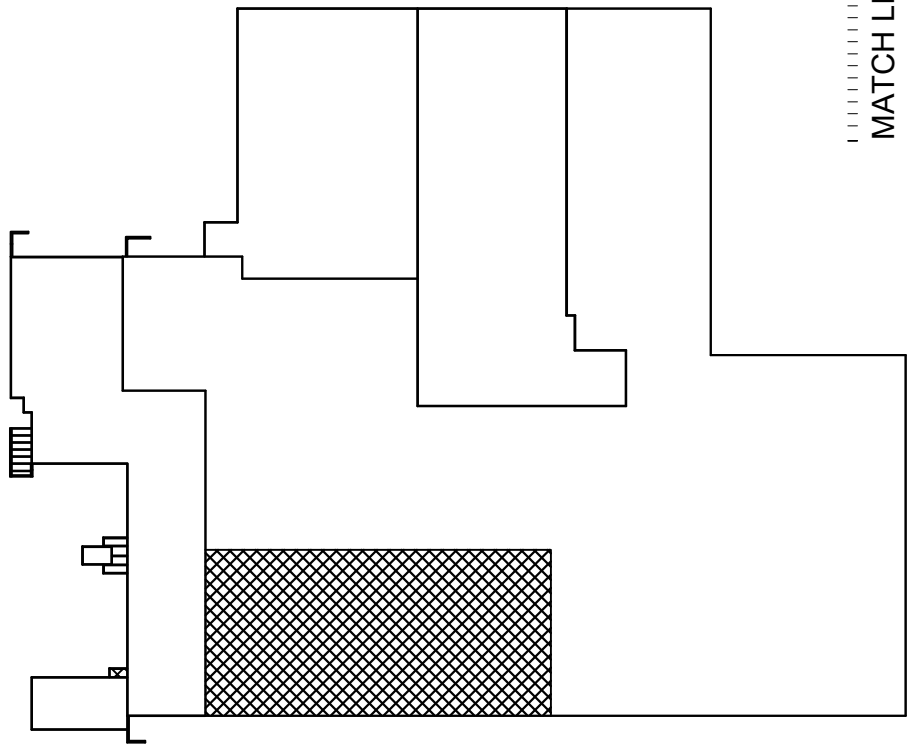
Demolition Roof
Plan Area "D"



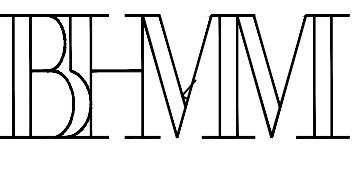
Demolition Roof Plan Area "E"



- NOTES:
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KEY PLAN



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Mahon,
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Demolition Roof
Plan Area "E"

A.7
of 18



Partial Roof Replacement
Davenport Public Works
1200 East 46th Street
Davenport, Iowa



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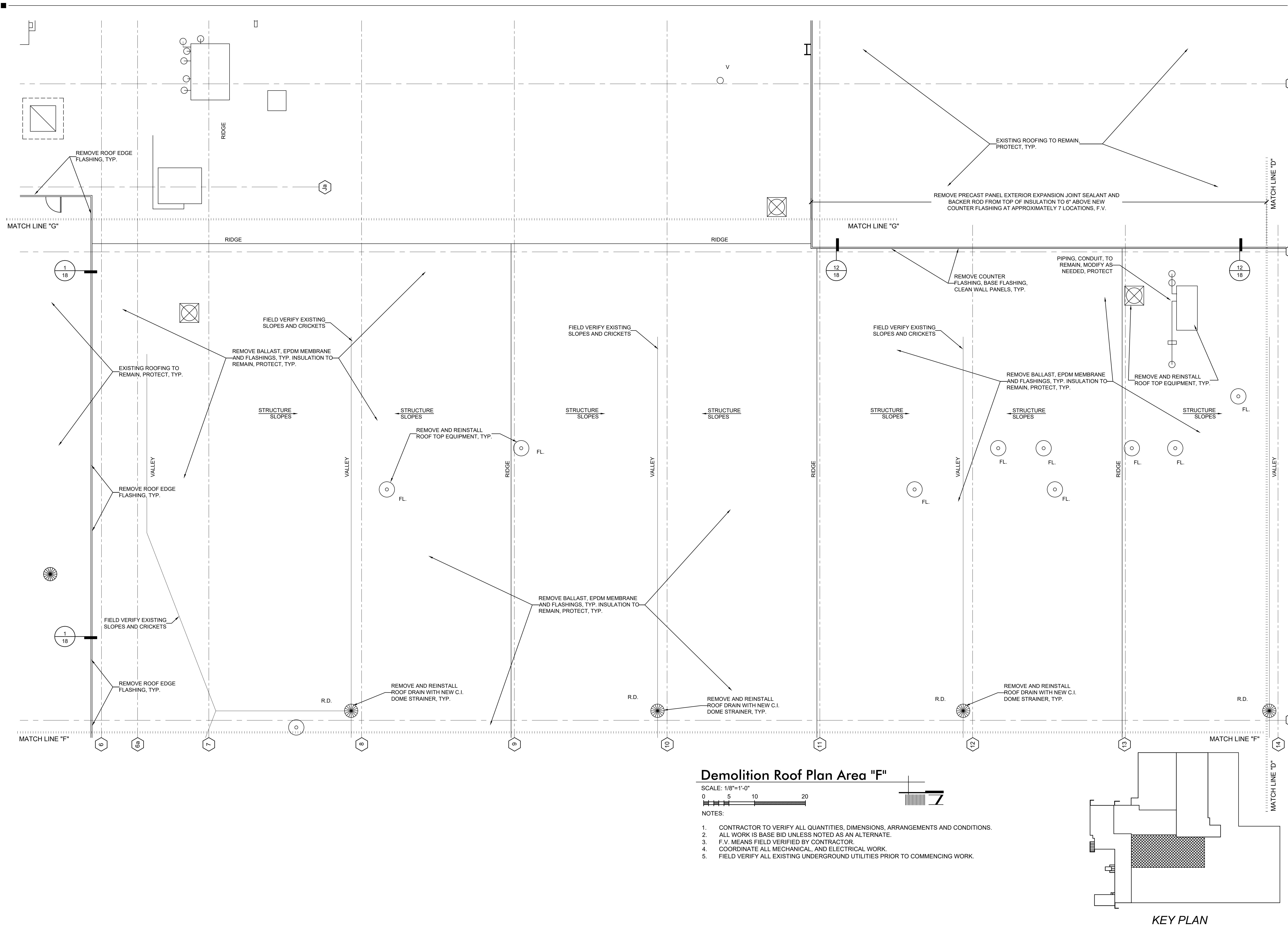
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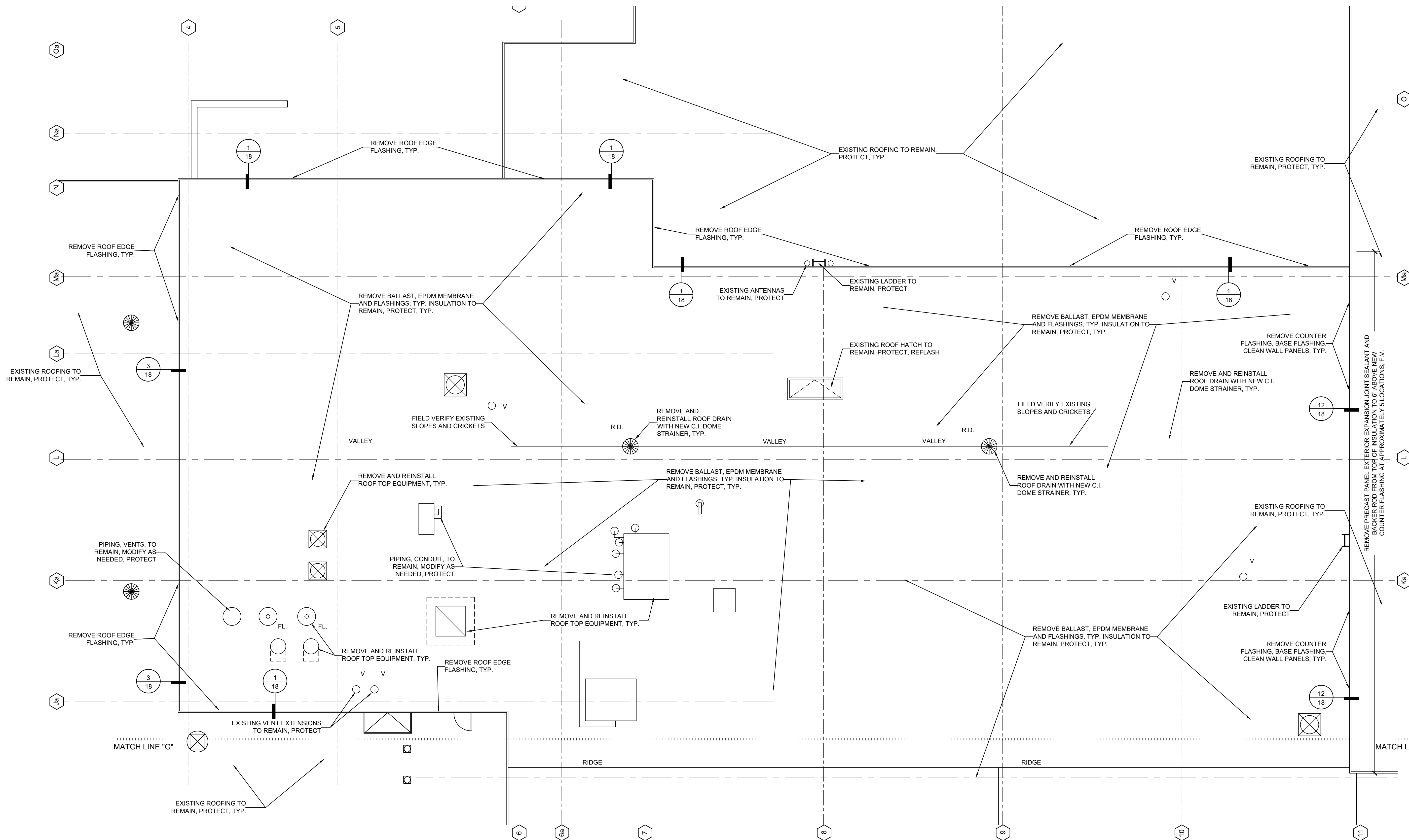
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Project No. 1916

Demolition Roof
Plan Area "F"

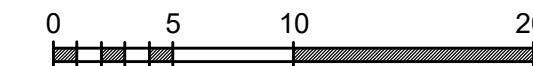
A.8





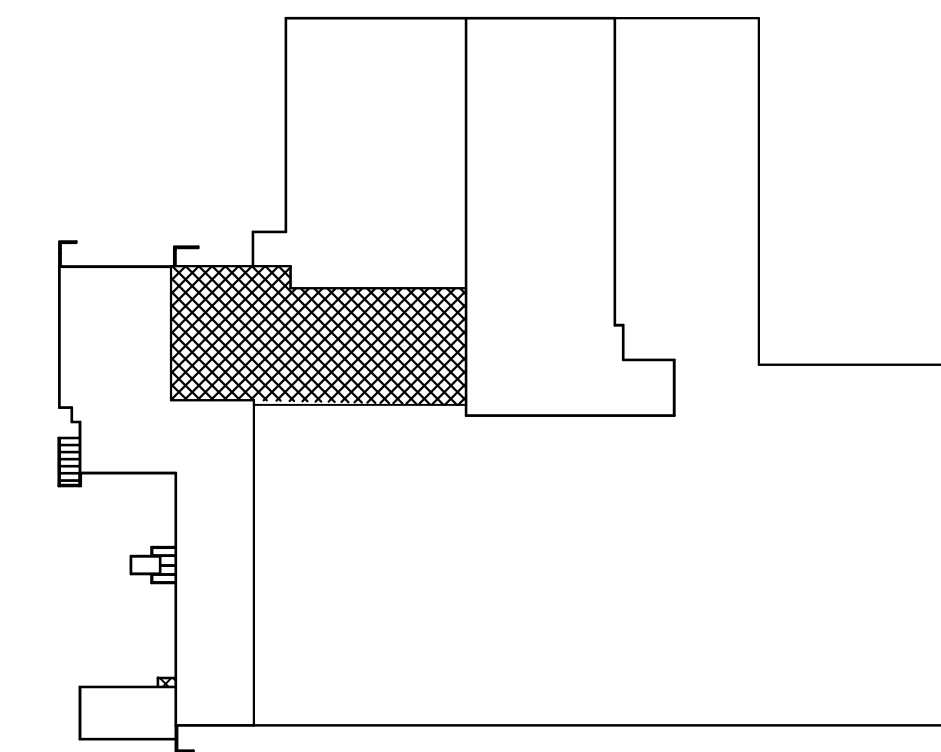
Demolition Roof Plan Area "G"

SCALE: 1/8"=1'-0"

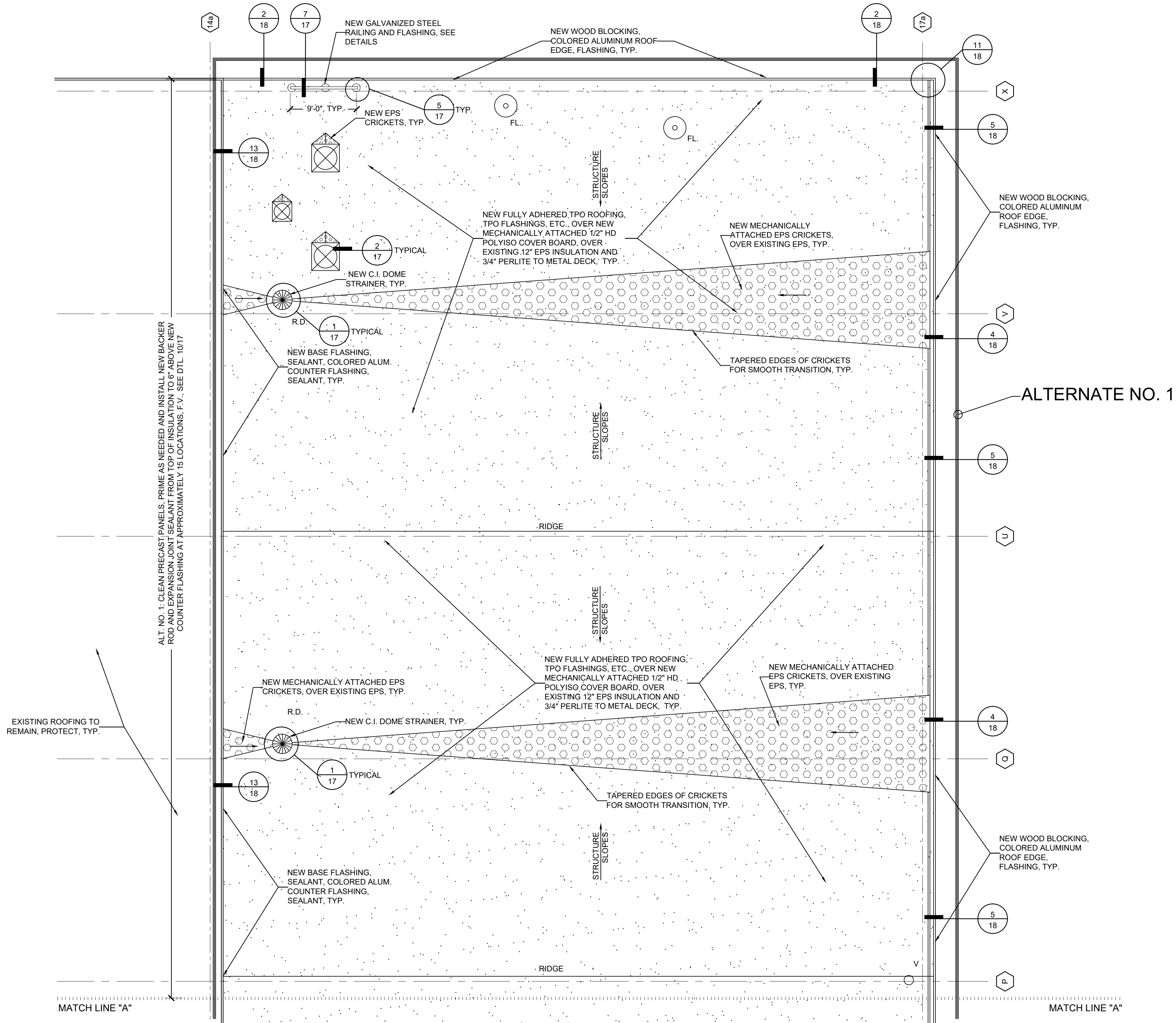


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KEY PLAN



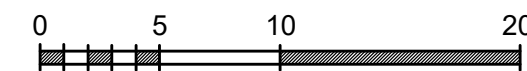
KEY	
	FLUE
	VENT
	PITCH PAN
	WALK PAD
	ROOF DRAIN
	GAS VENT
	CURB MOUNTED FAN

NEW FULLY ADHERED TPO ROOFING SYSTEM OVER NEW MECHANICALLY ATTACHED 1/2" HD POLYISO COVER BOARD

NEW MECHANICALLY ATTACHED EPS CRICKETS

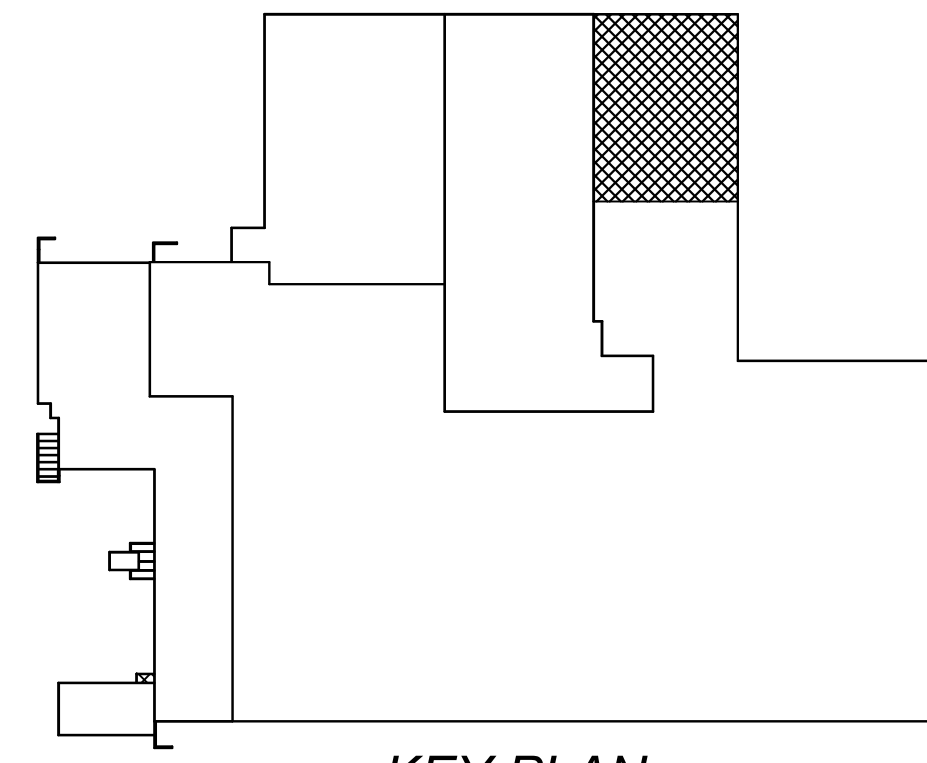
Alternate No. 1 Revised Roof Plan Area "A"

SCALE: 1/8"=1'-0"

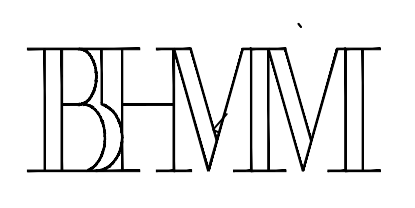
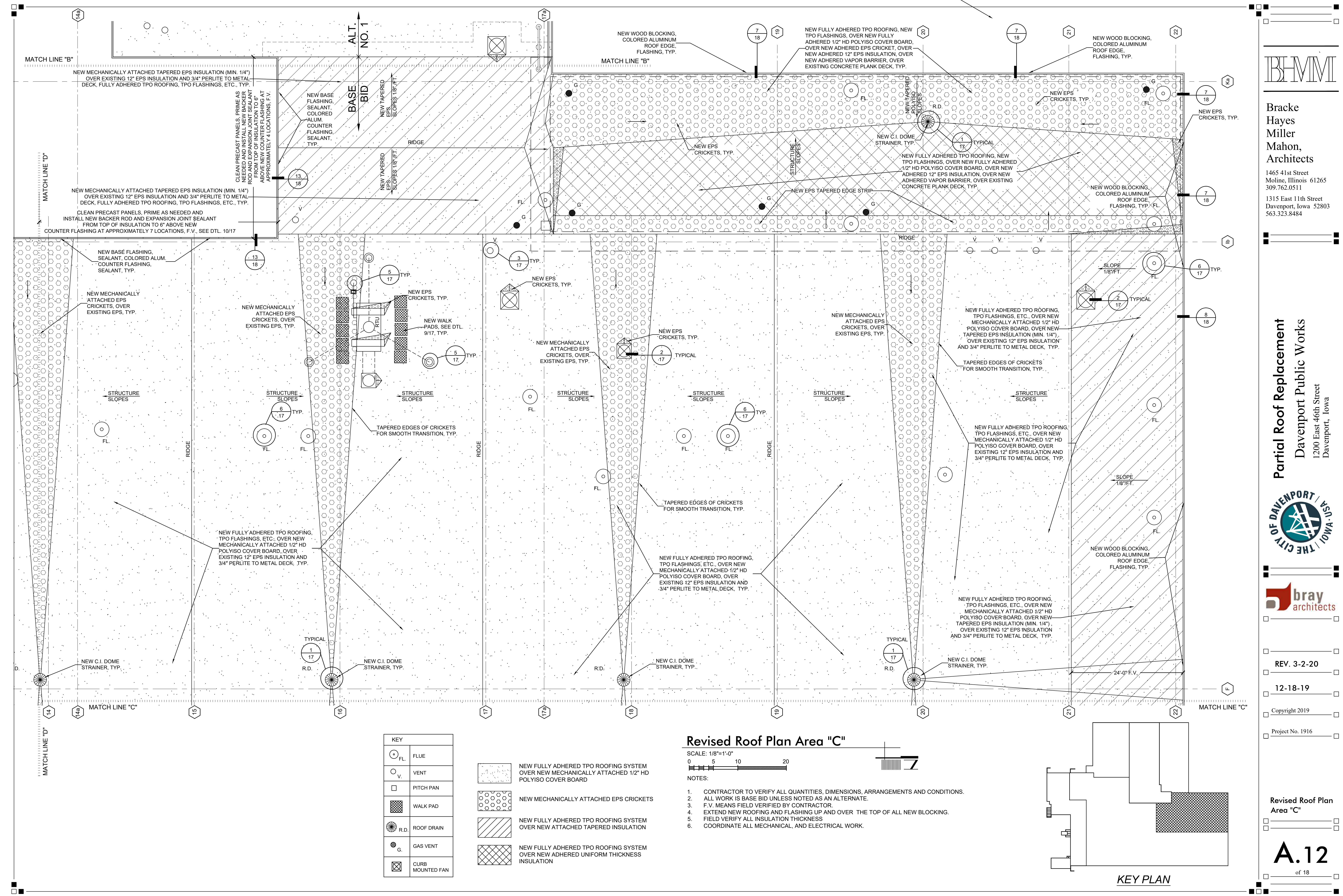


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- EXTEND NEW ROOFING AND FLASHING UP AND OVER THE TOP OF ALL NEW BLOCKING.
- FIELD VERIFY ALL INSULATION THICKNESS
- COORDINATE ALL MECHANICAL, AND ELECTRICAL WORK.



KEY PLAN



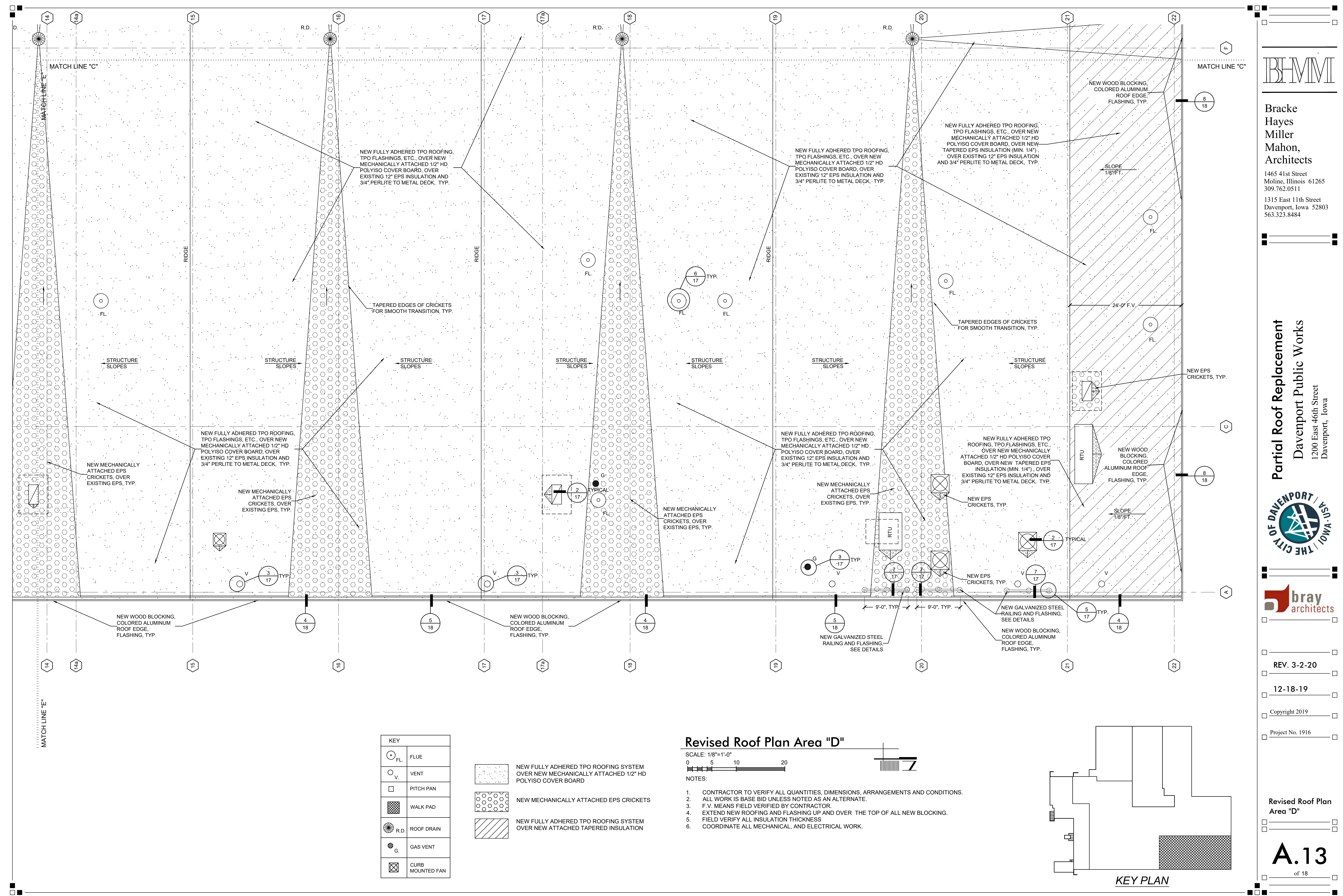
**Bracke
Hayes
Miller
Mahon,
Architects**
1465 41st Street
Moline, Illinois 61265
309.762.0511
1315 East 11th Street
Davenport, Iowa 52803
563.323.8484

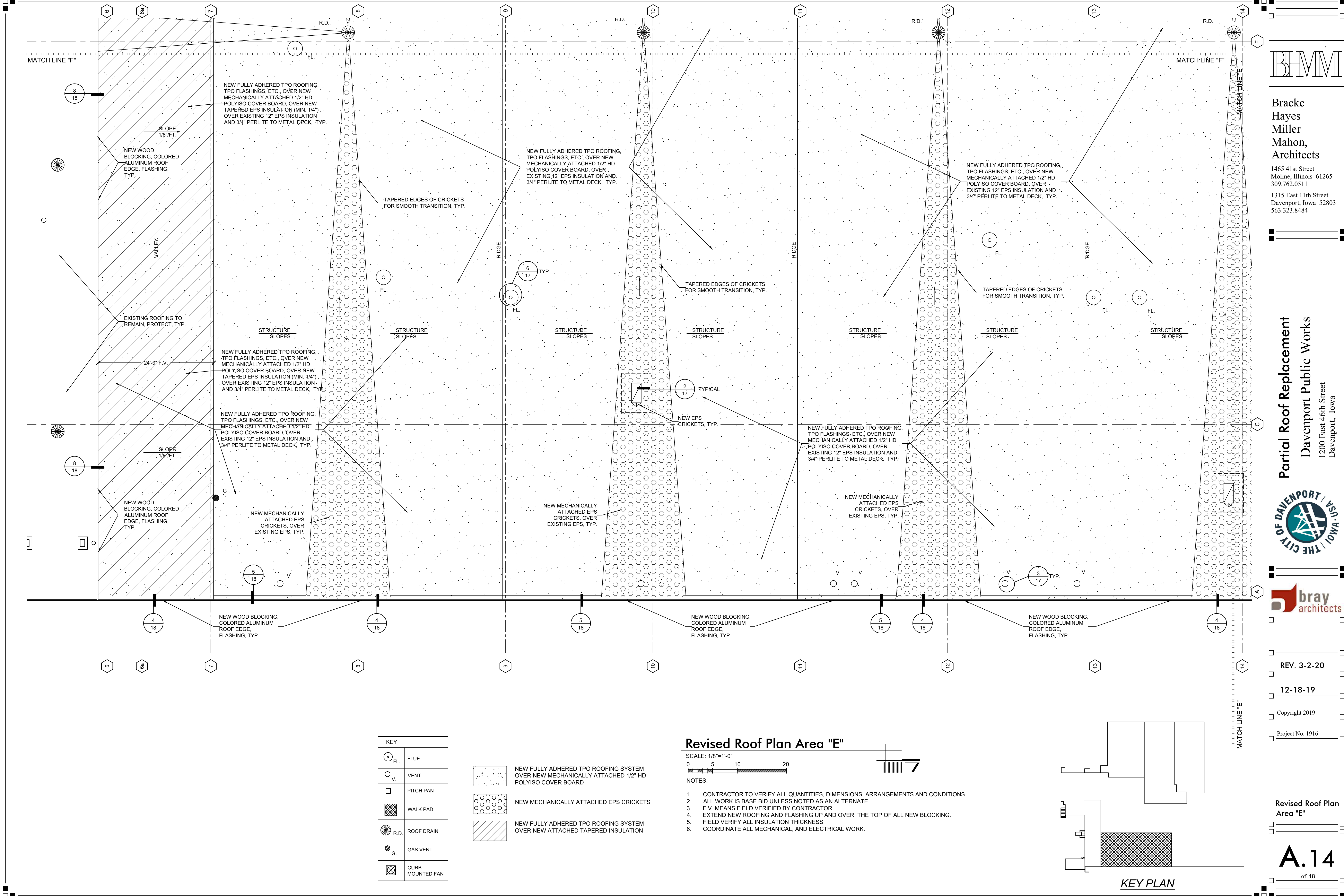
**Partial Roof Replacement
Davenport Public Works**
1200 East 46th Street
Davenport, Iowa



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**Revised Roof Plan
Area "C"**
A.12
of 18





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Partial Roof Replacement
Davenport Public Works

1200 East 46th Street
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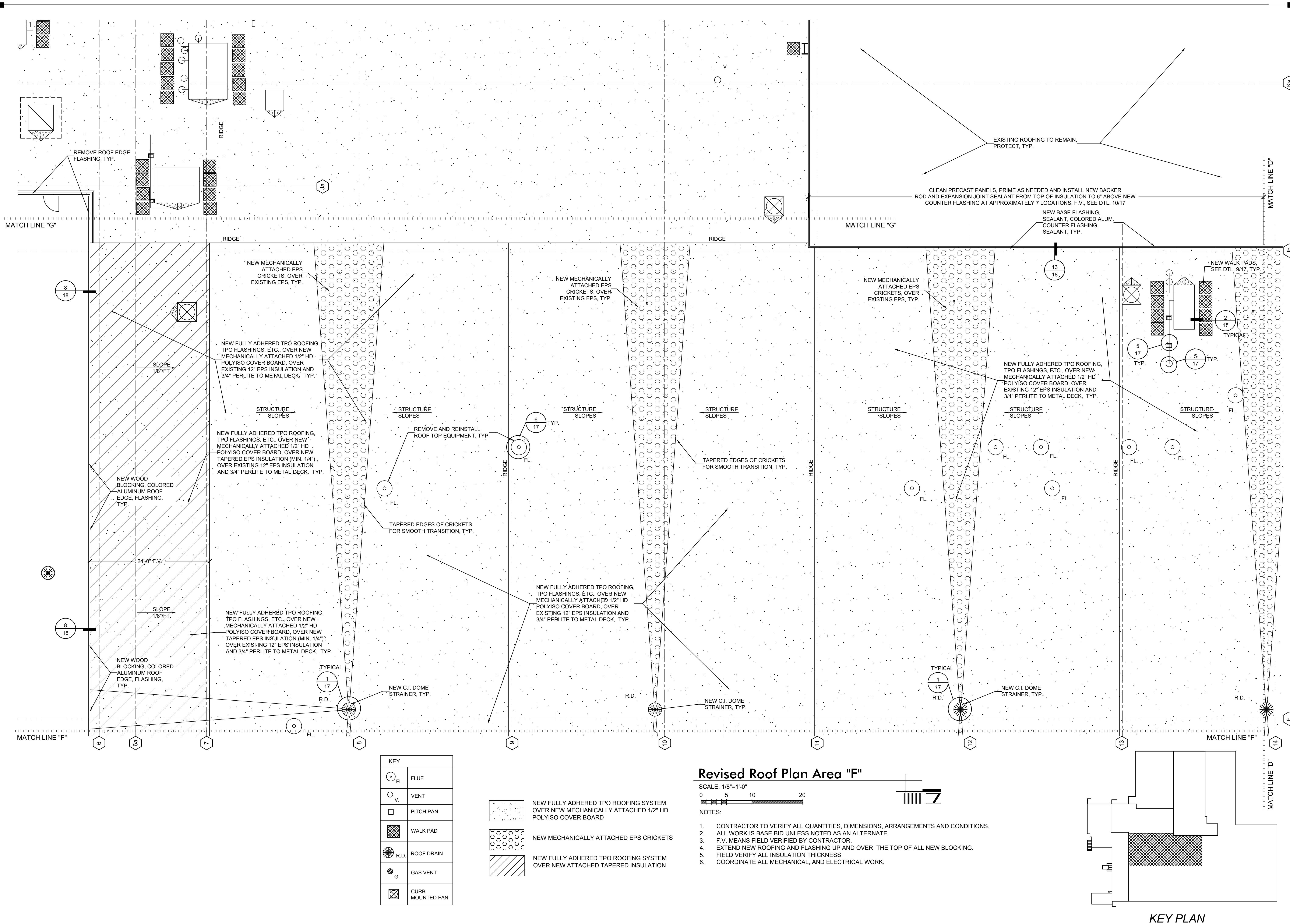
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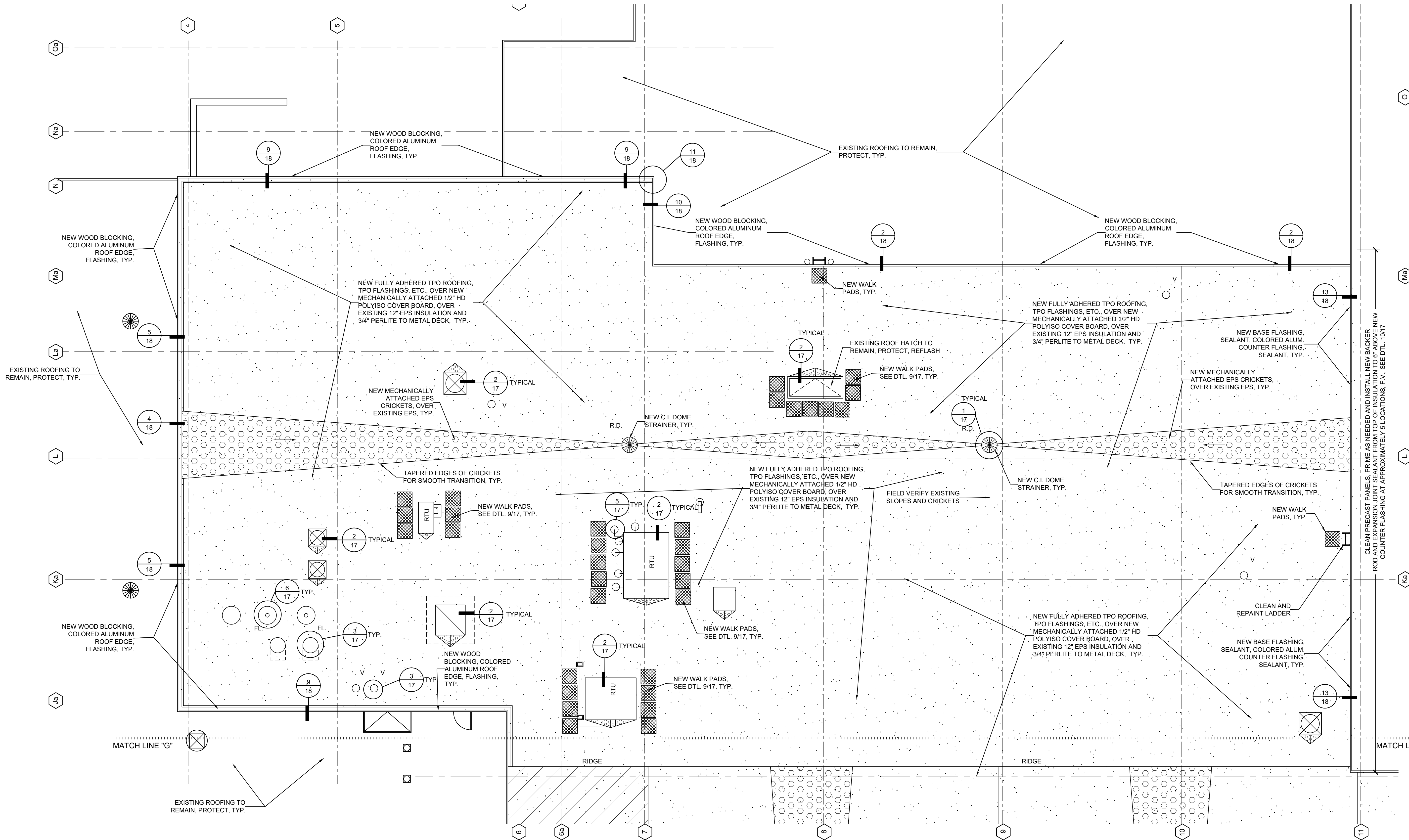
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Revised Roof Plan
Area "E"

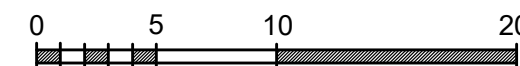




KEY	
	FLUE
	VENT
	PITCH PAN
	WALK PAD
	ROOF DRAIN
	GAS VENT
	CURB MOUNTED FAN

Revised Roof Plan Area "G"

SCALE: 1/8"=1'-0"

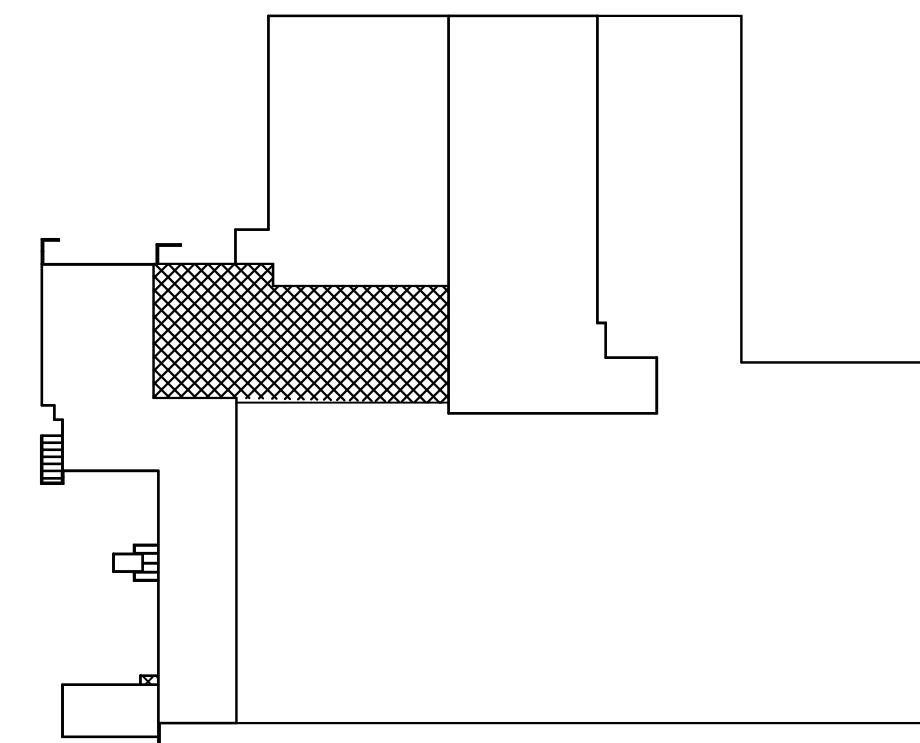


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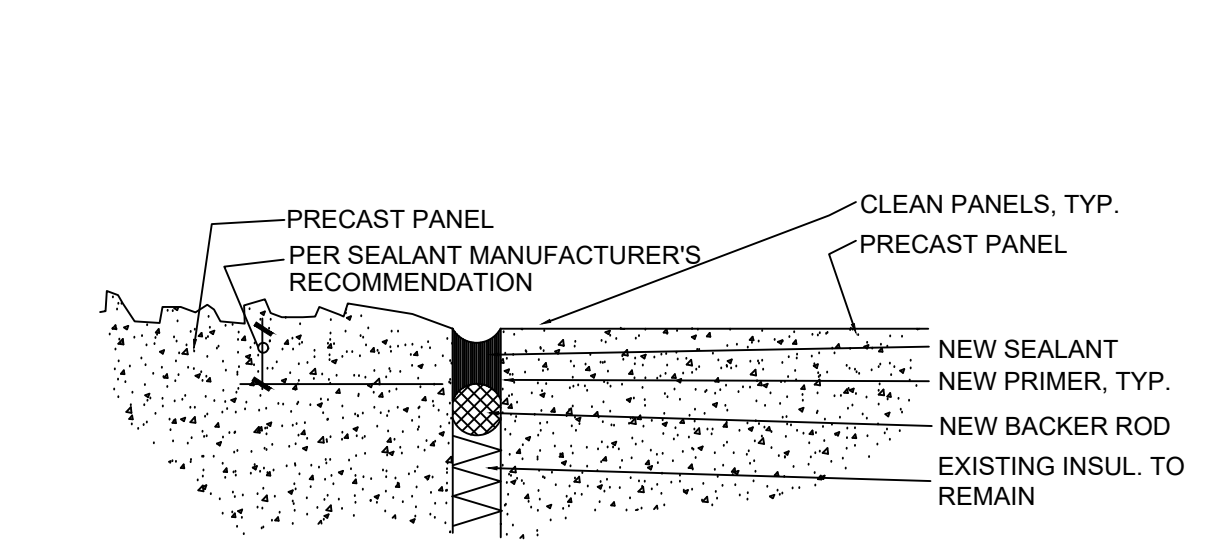
1. CONTRACTOR TO VERIFY ALL QUANTITIES, DIMENSIONS, ARRANGEMENTS AND CONDITIONS.
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5. FIELD VERIFY ALL INSULATION THICKNESS
6. COORDINATE ALL MECHANICAL, AND ELECTRICAL WORK.

NEW FULLY ADHERED TPO ROOFING SYSTEM
OVER NEW MECHANICALLY ATTACHED 1/2" HD
POLYISO COVER BOARD

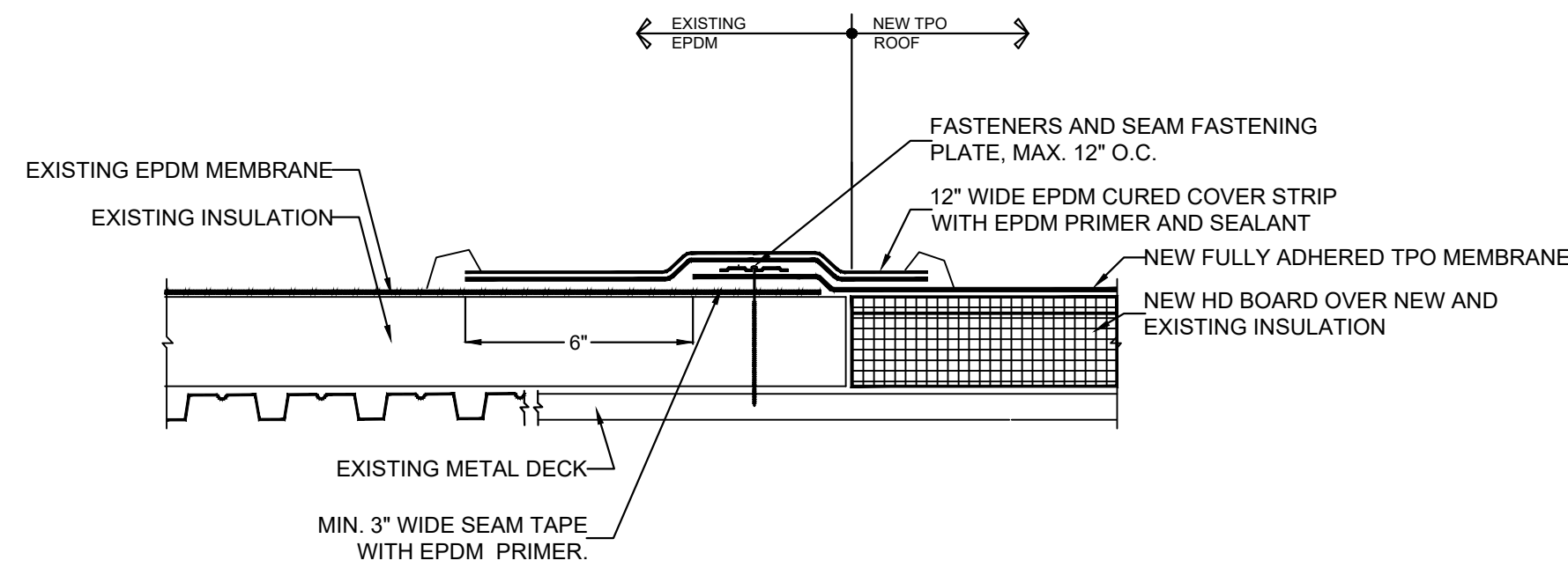
NEW MECHANICALLY ATTACHED EPS CRICKETS



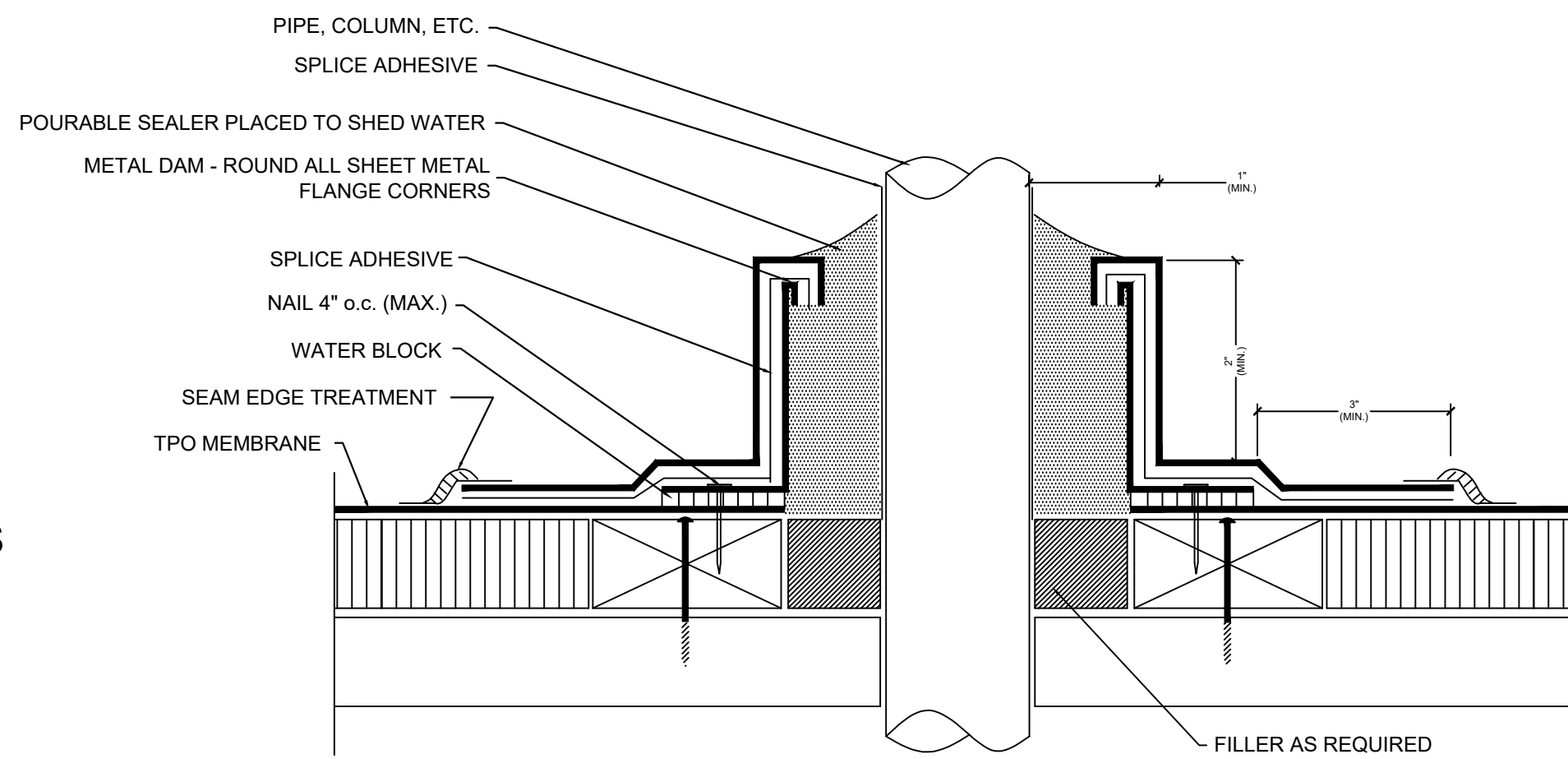
KEY PLAN



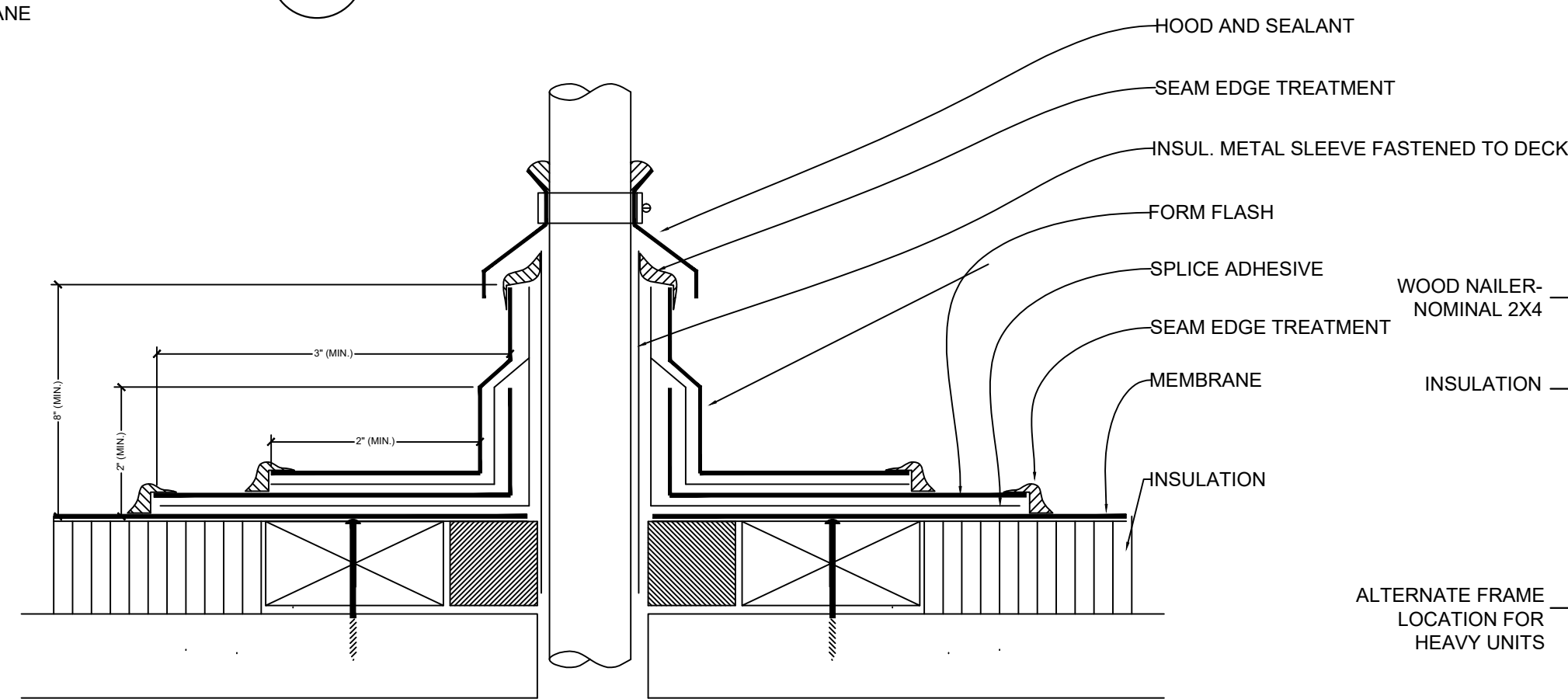
10 EXP. JT. AT PRECAST CONCRETE PANELS
17 NOT TO SCALE



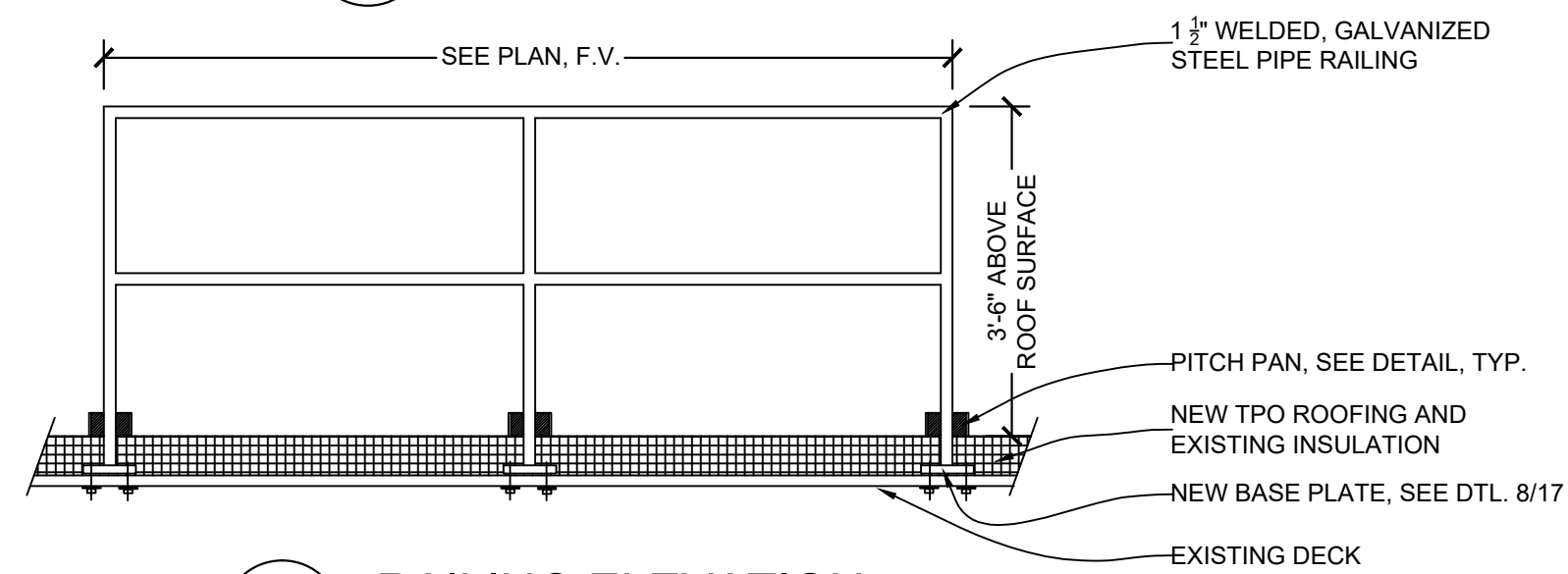
11 NEW/EXISTING TIE-IN
17 NOT TO SCALE



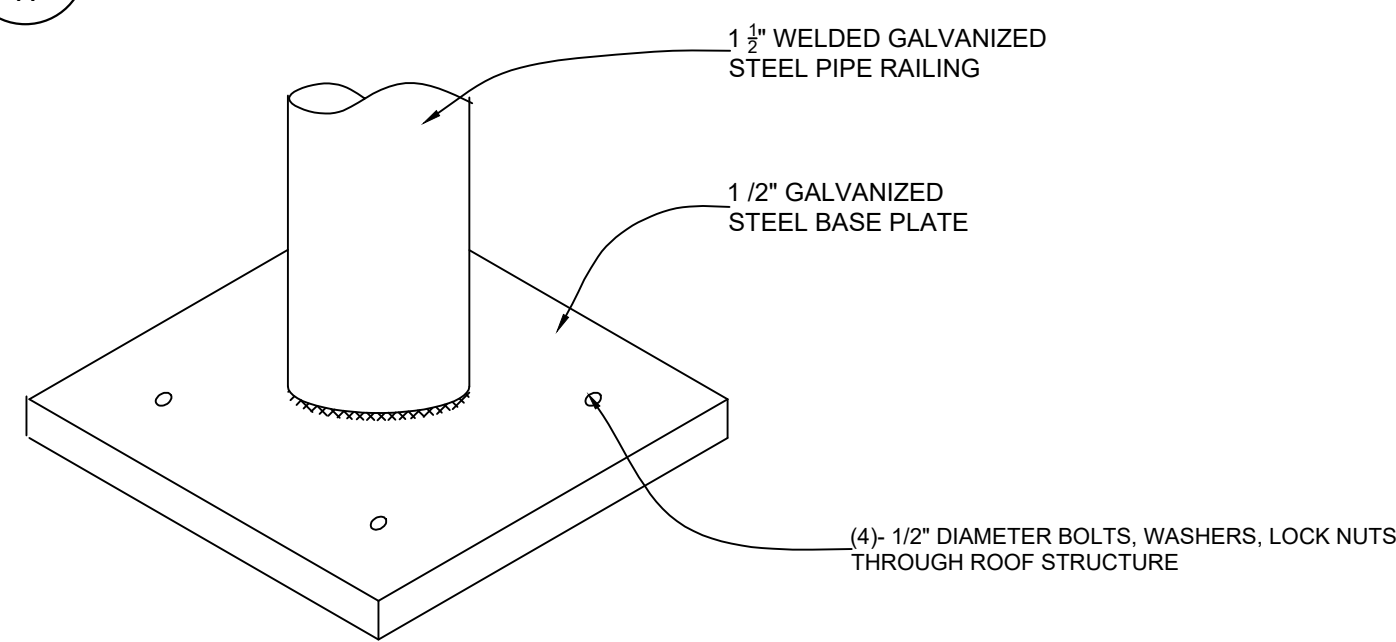
5 PITCH (POURABLE SEALER) PAN DETAIL
17 NOT TO SCALE



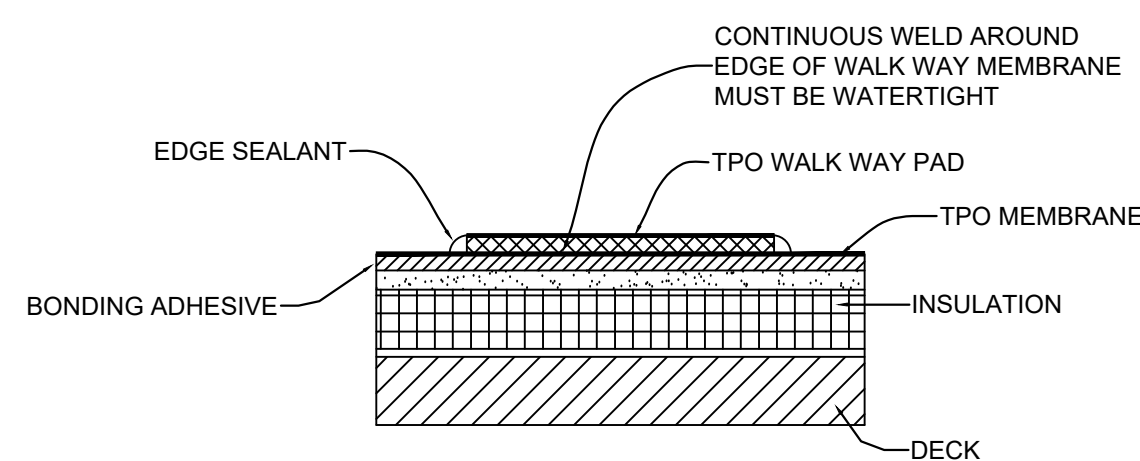
6 HOT STACK FLASHING
17 NOT TO SCALE



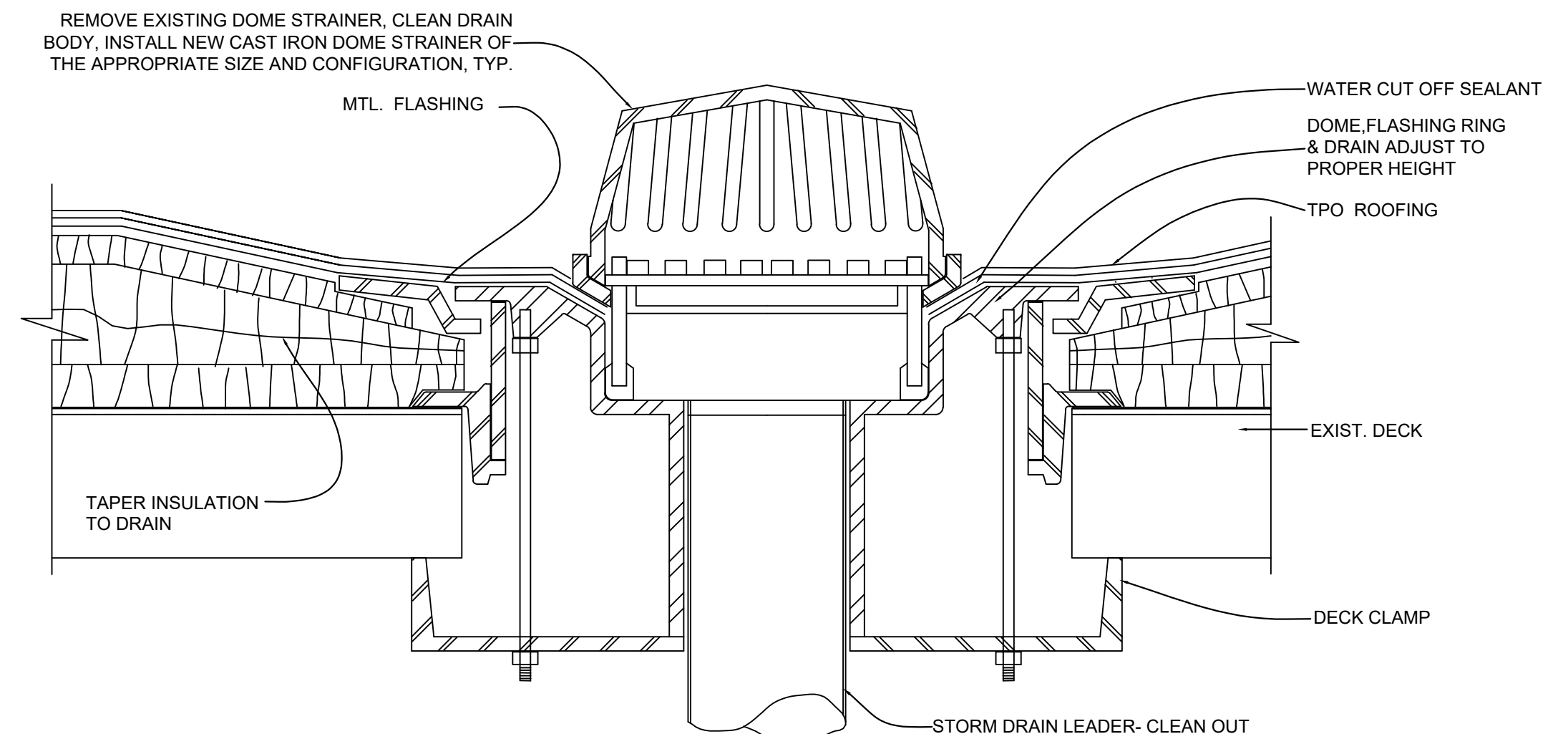
7 RAILING ELEVATION
17 1/2\"/>



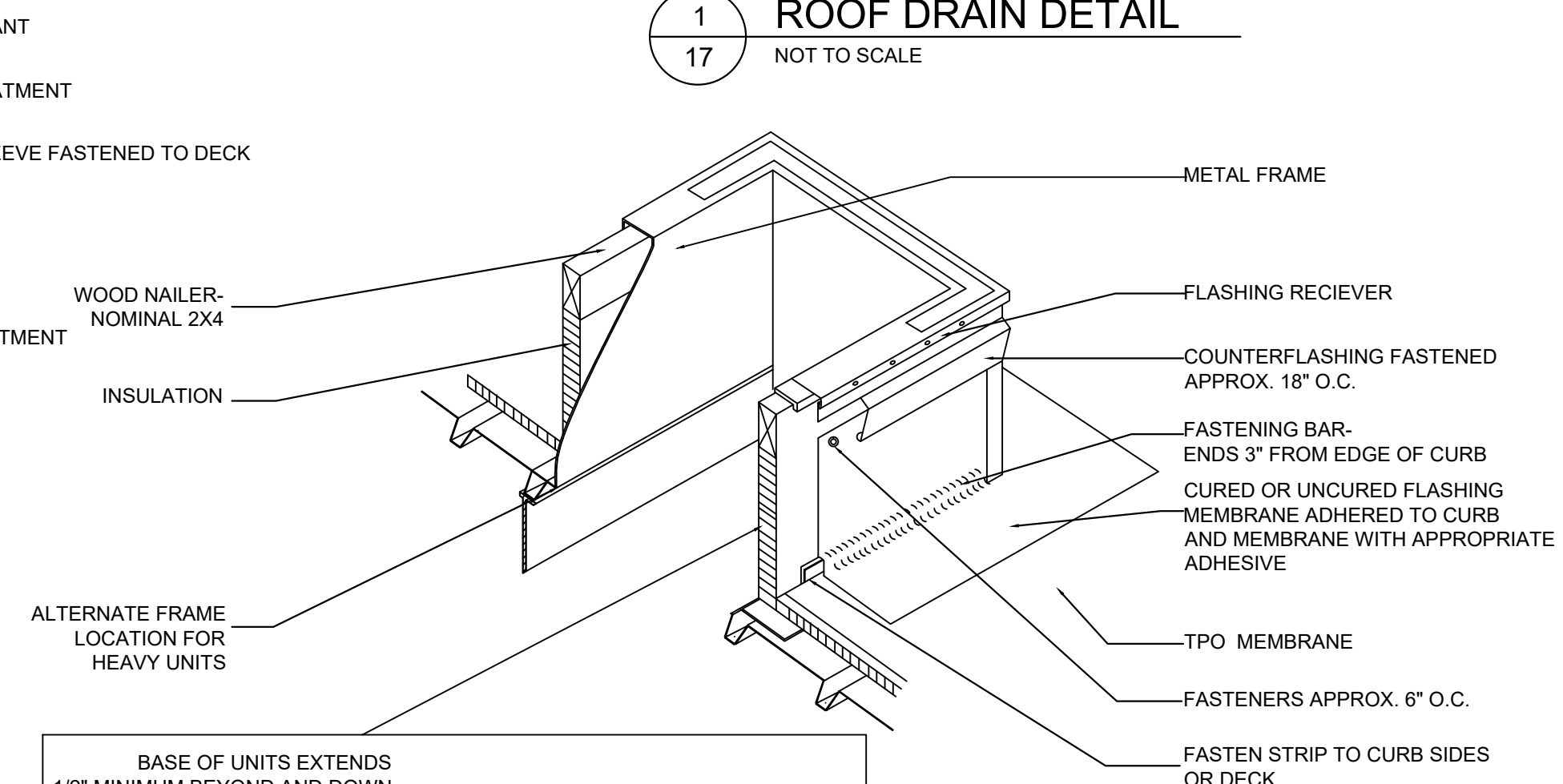
8 RAILING DETAIL
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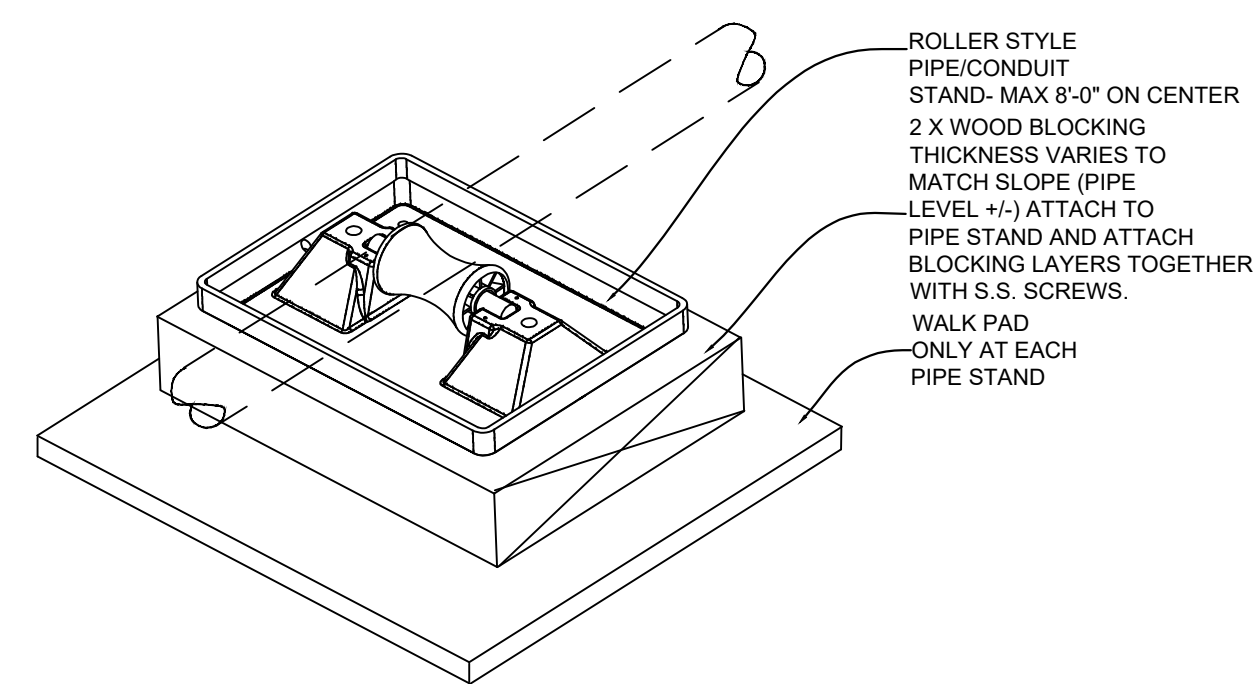
9 WALK PAD DETAIL
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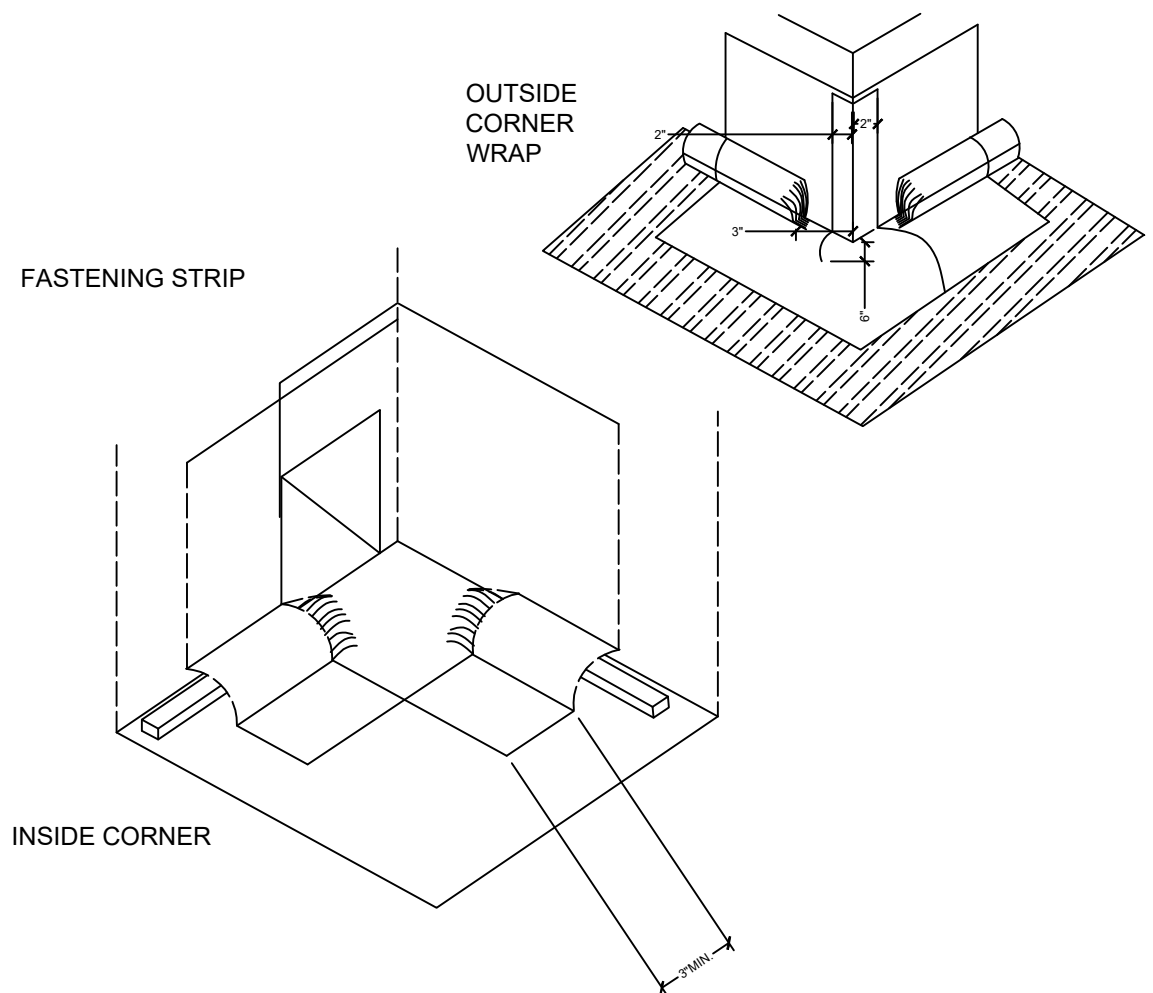
1 ROOF DRAIN DETAIL
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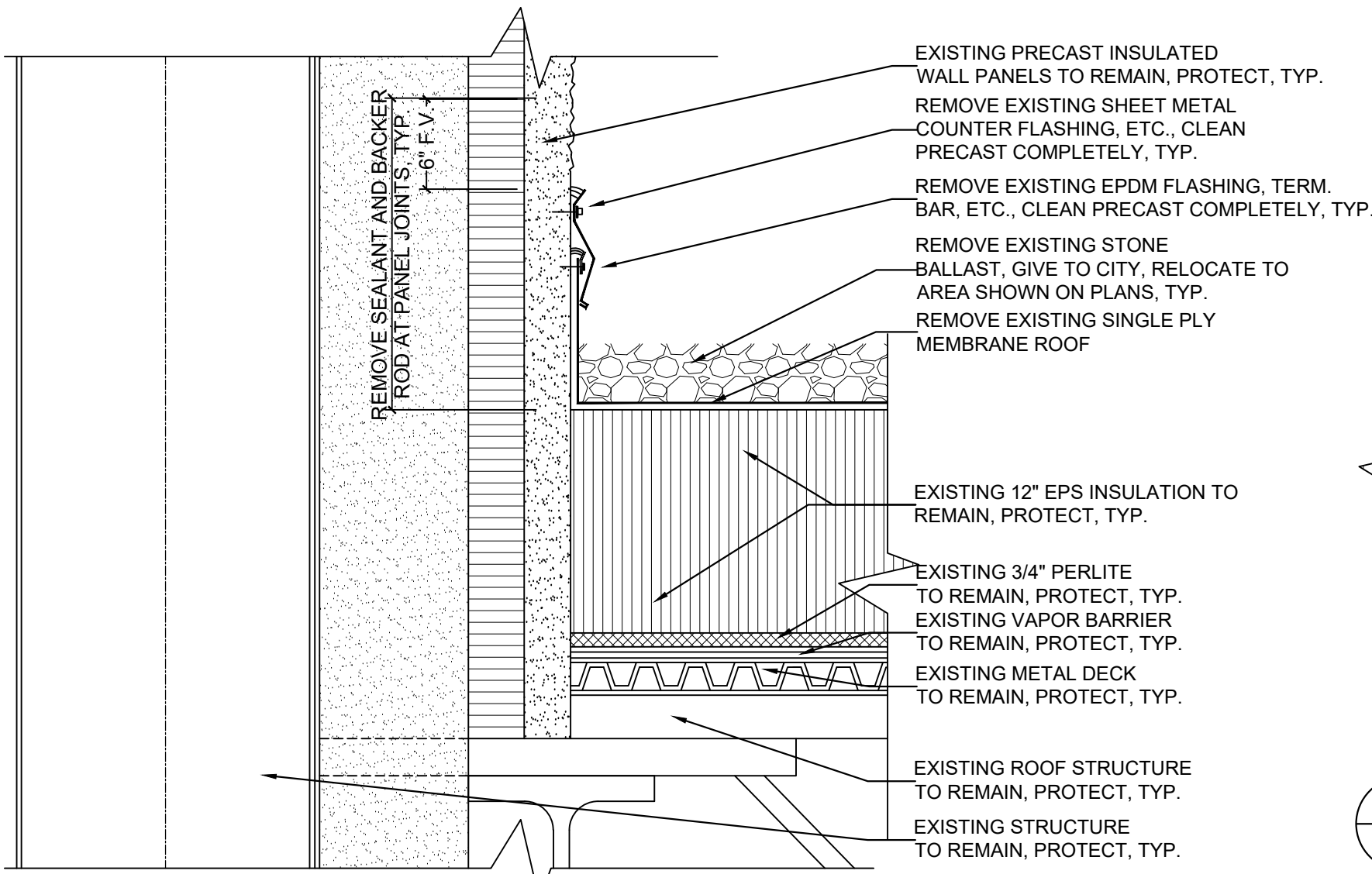
2 CURB DETAIL
17 NOT TO SCALE



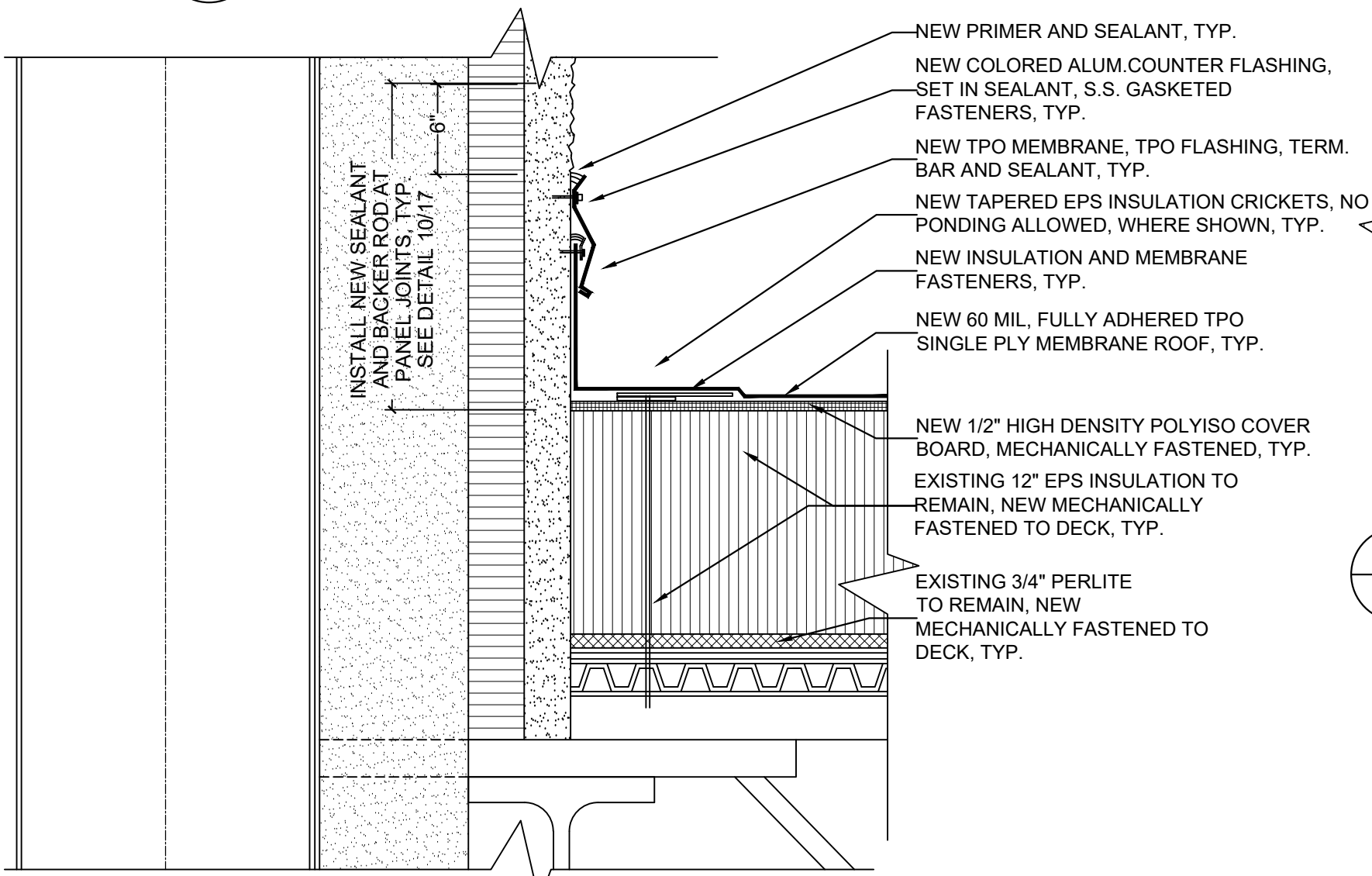
4 PIPE/CONDUIT STAND
17 NOT TO SCALE



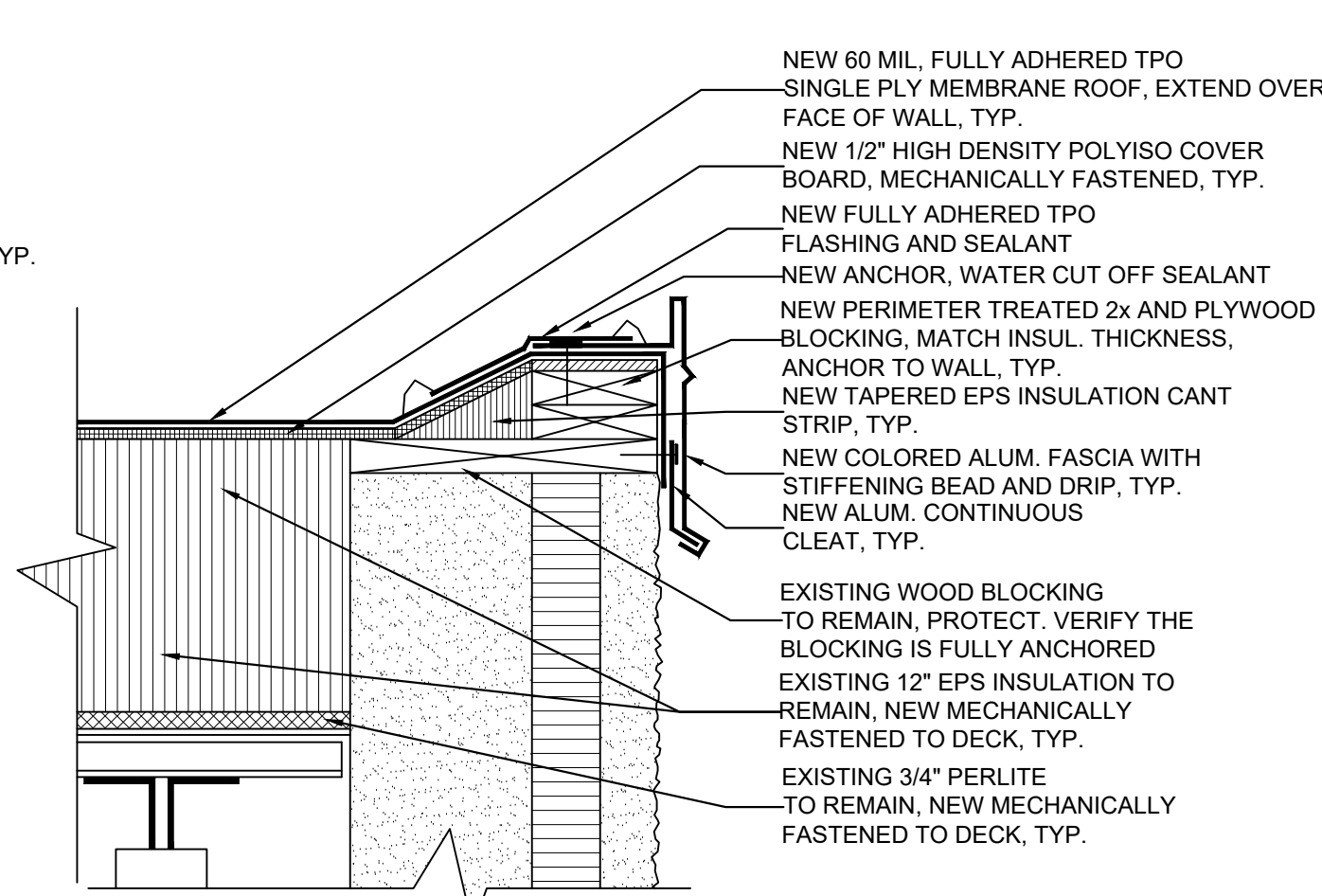
3 VENT OR PIPING FLASHING DETAIL
17 NOT TO SCALE



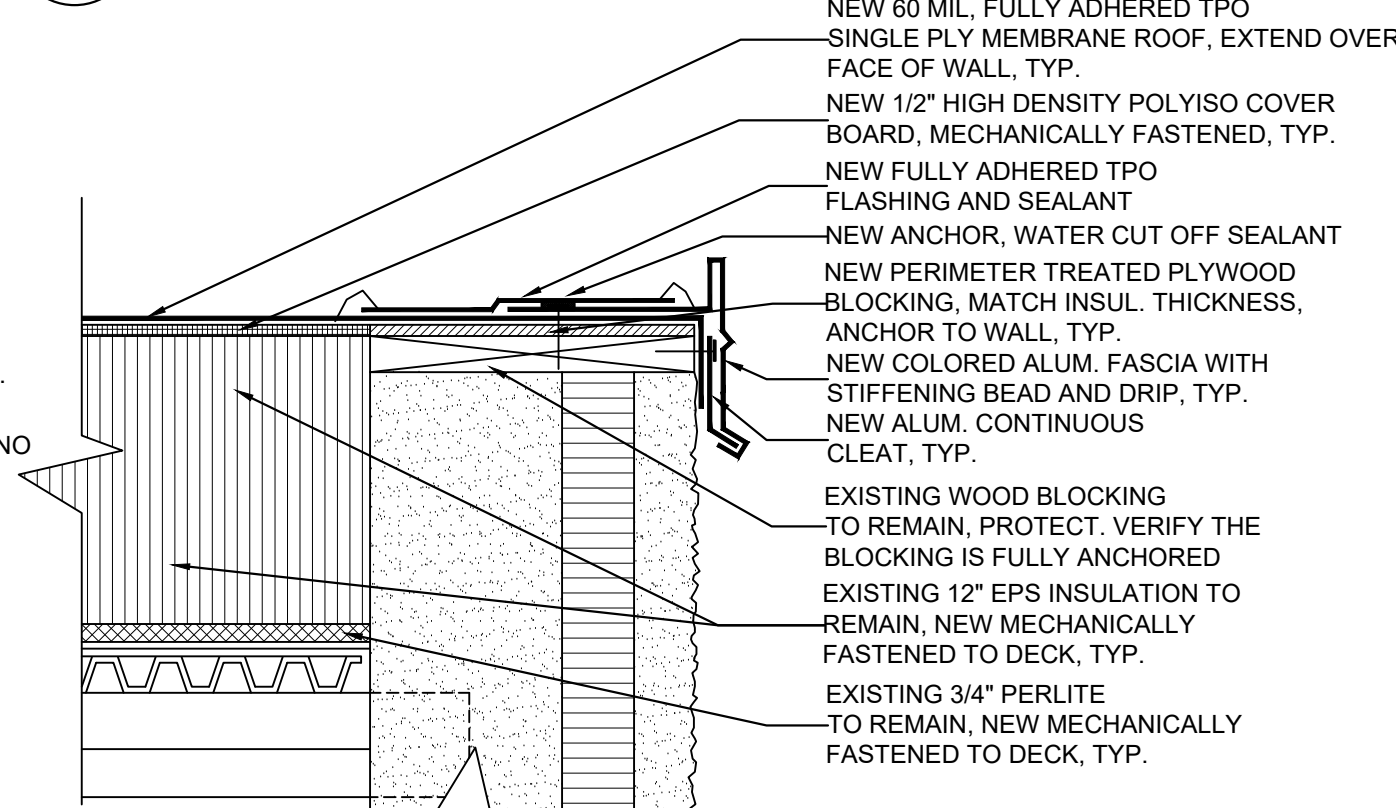
12
18
EXISTING ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



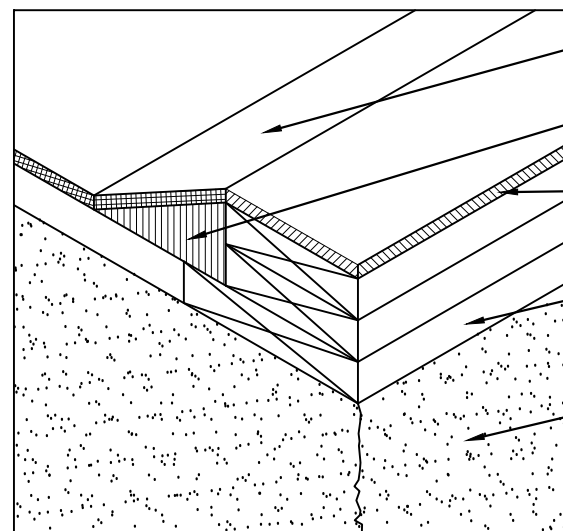
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NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



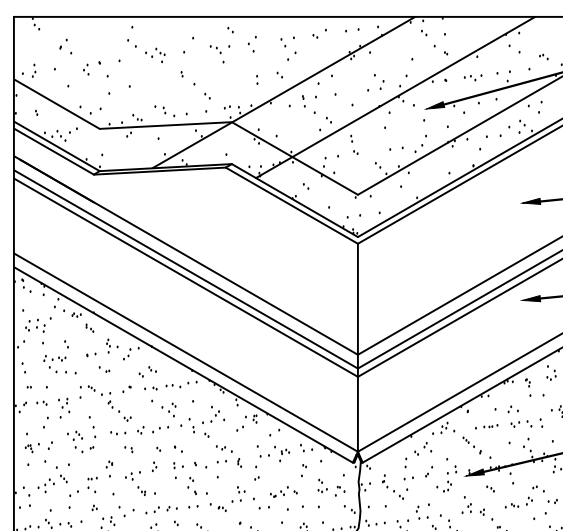
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18
NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



10
18
NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"

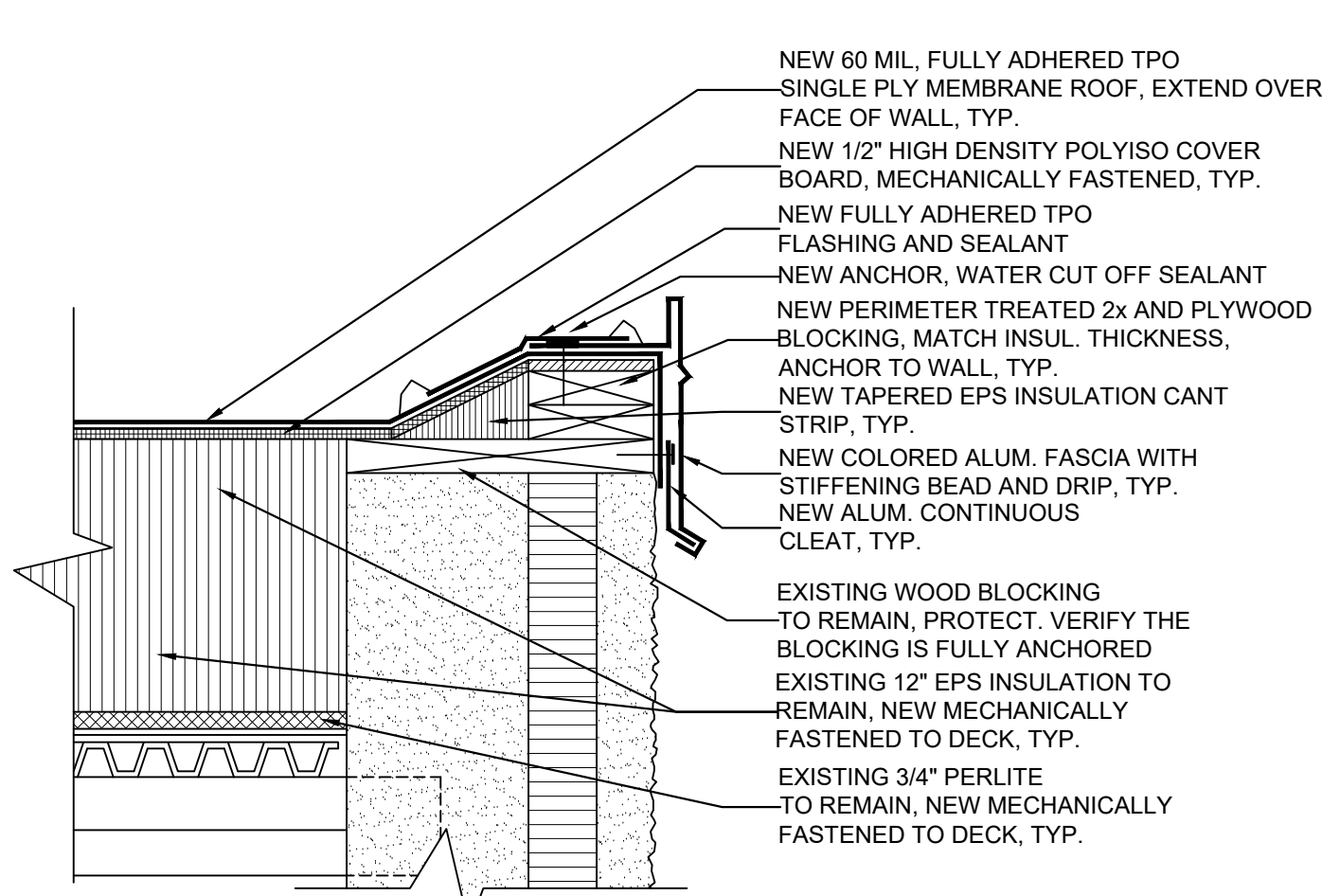


WOOD BLOCKING

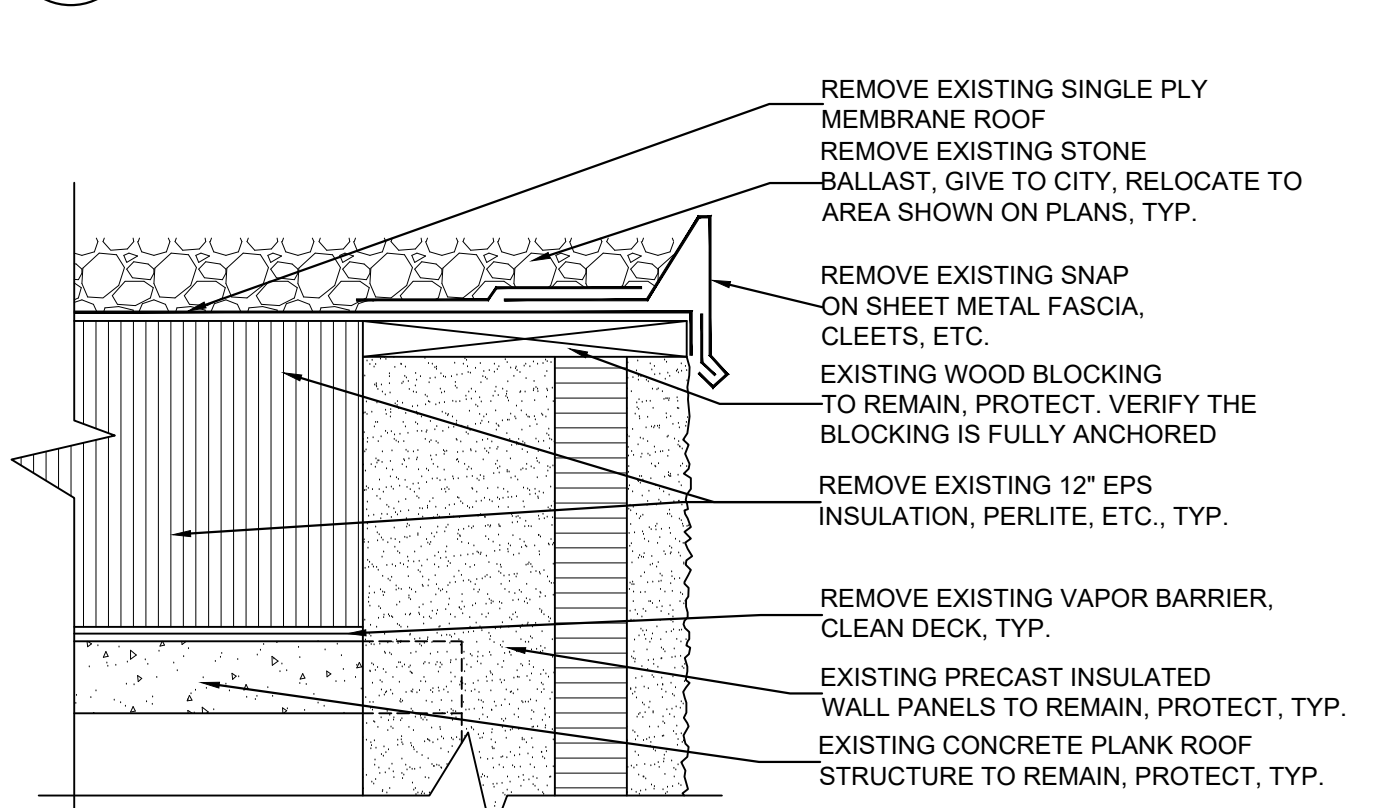


METAL FASCIA

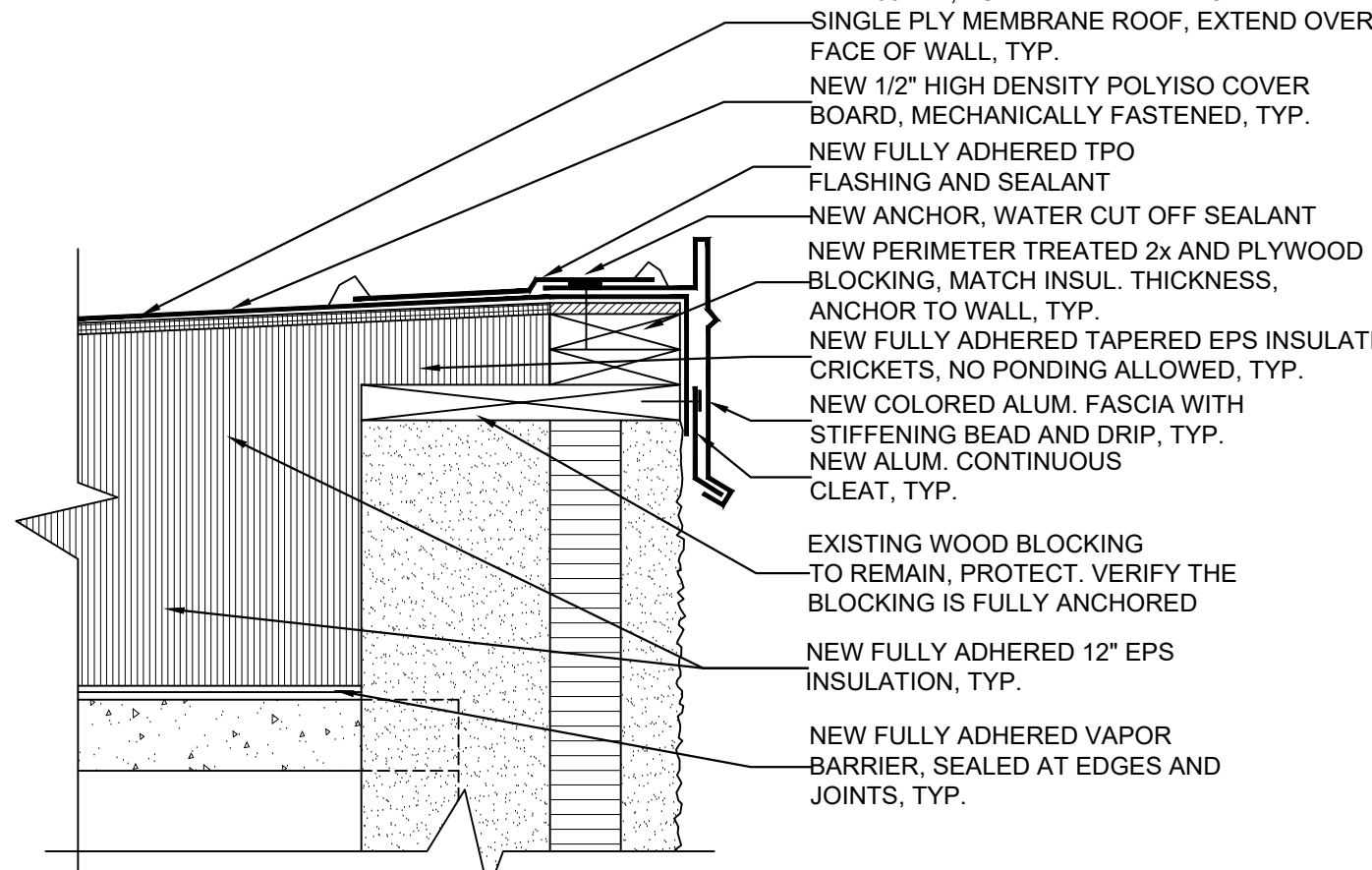
11
18
NEW CORNER DETAIL
Scale: 1-1/2" = 1'-0"



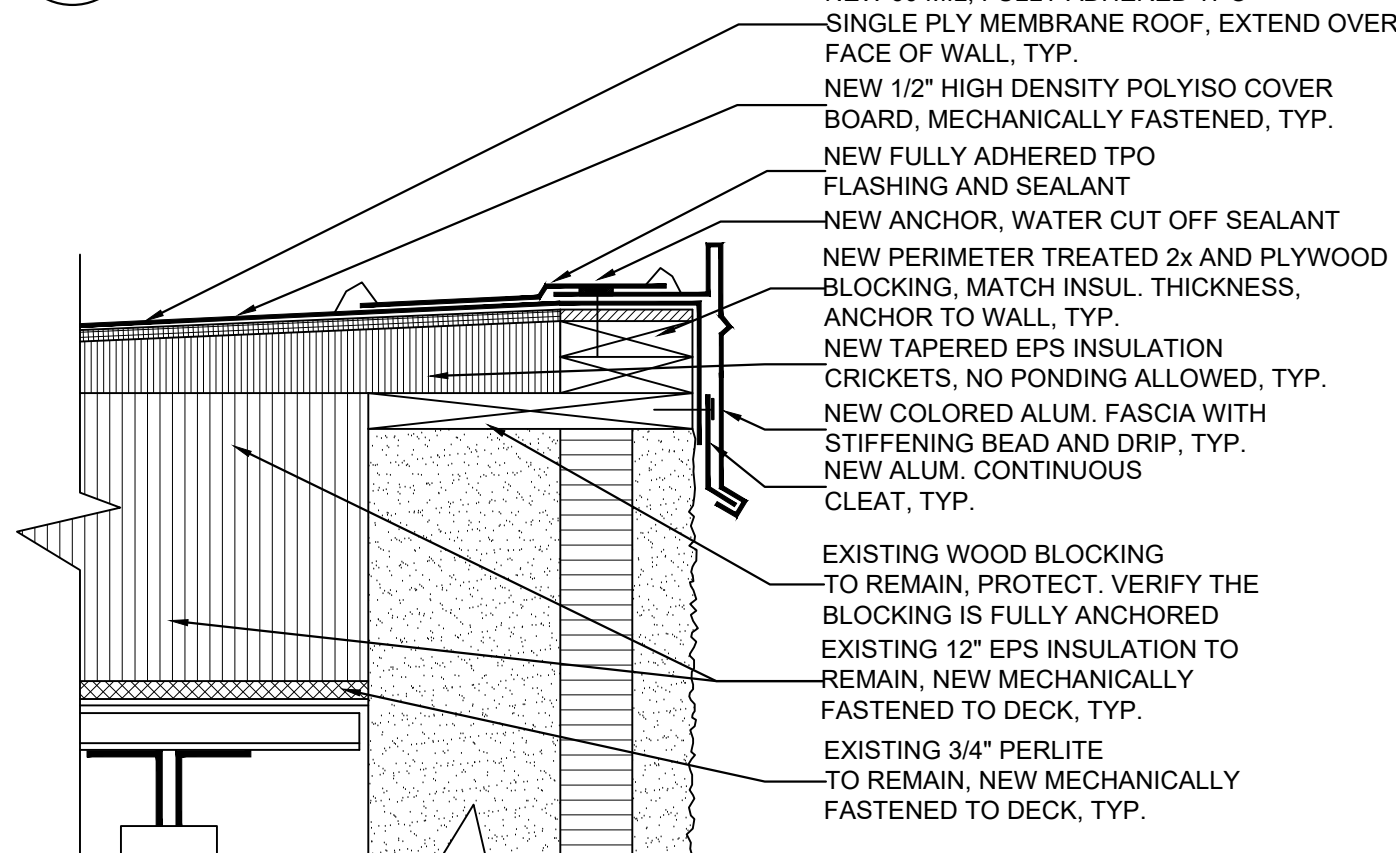
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NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



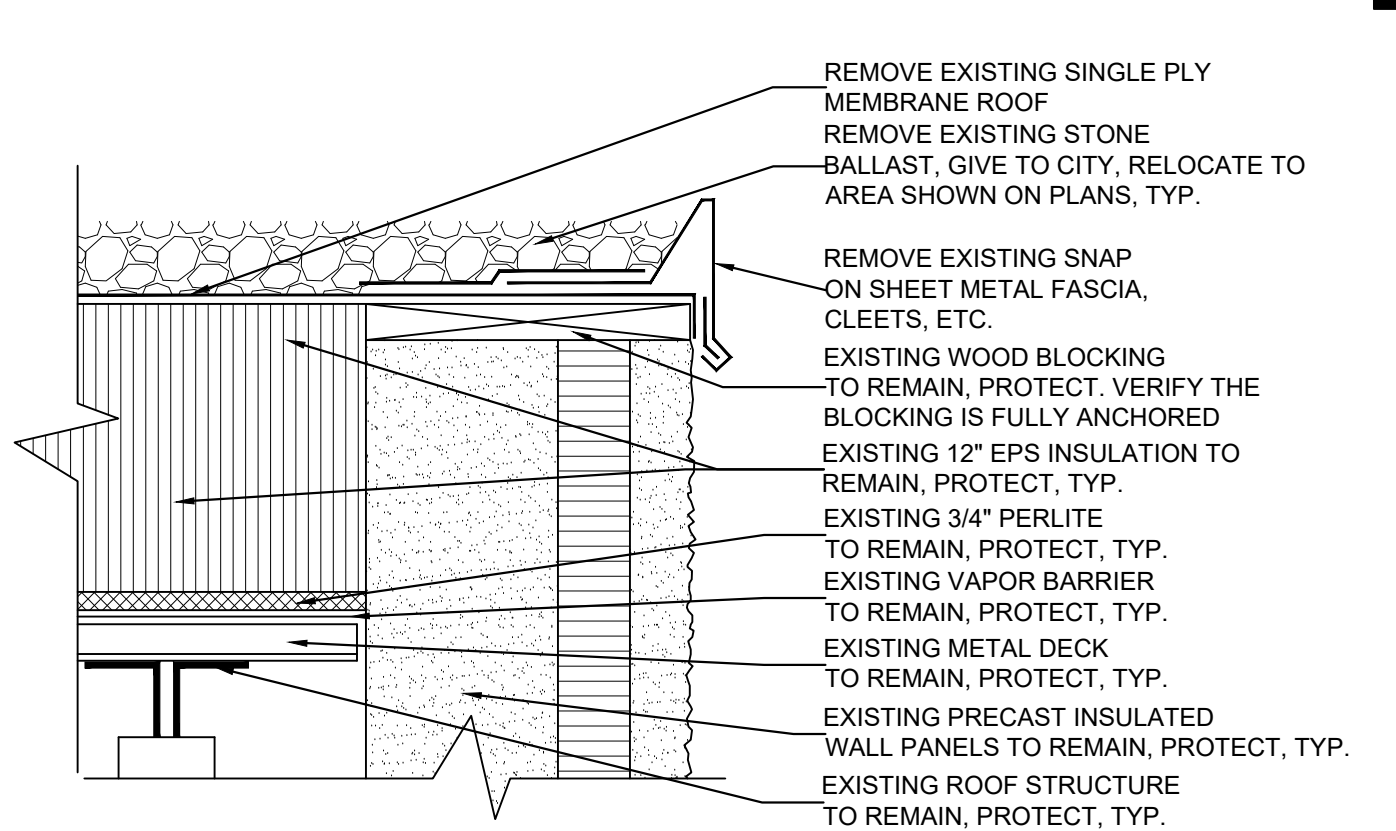
6
18
EXISTING ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



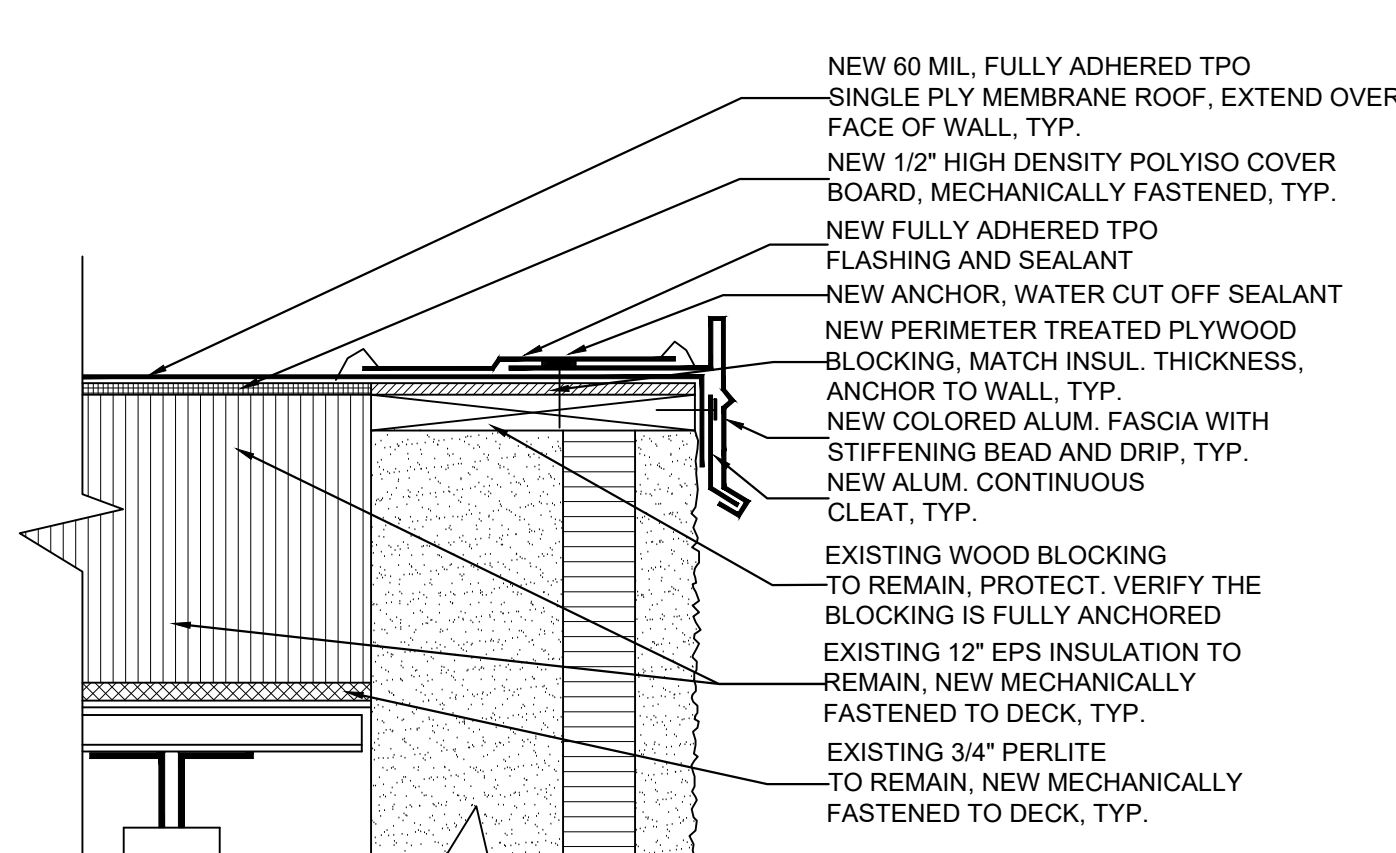
7
18
NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



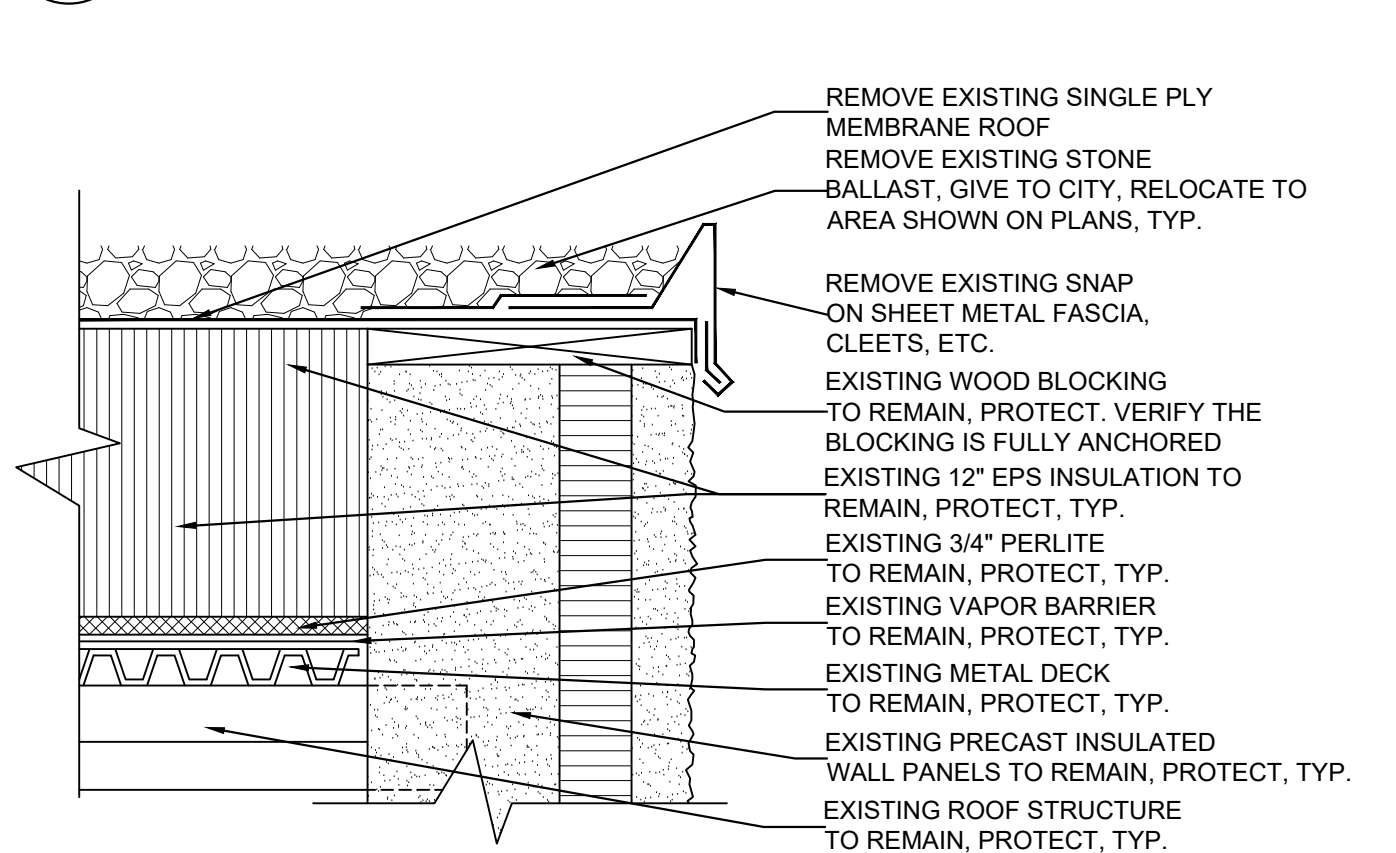
8
18
NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



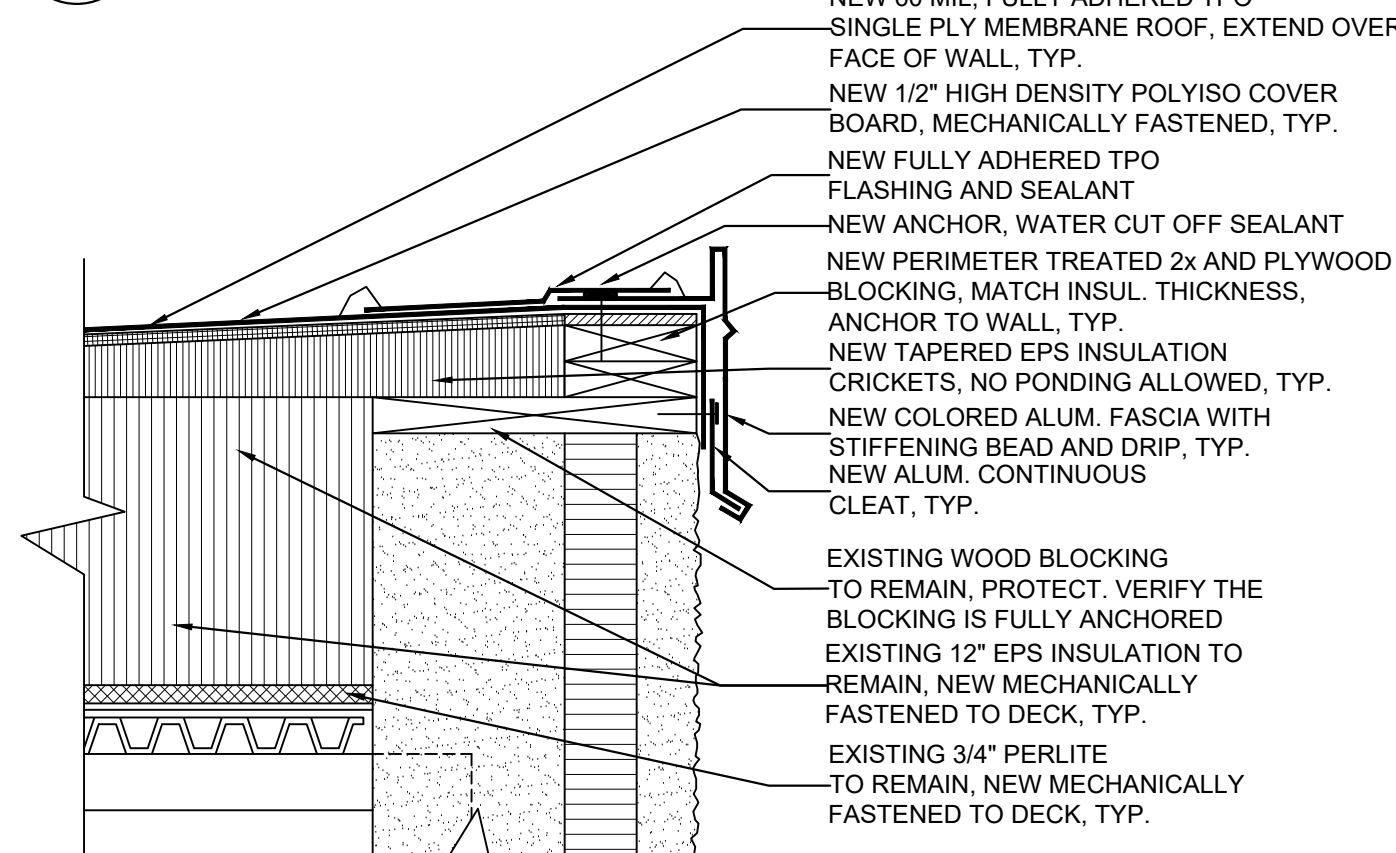
1
18
EXISTING ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



2
18
NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



3
18
EXISTING ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"



4
18
NEW ROOF EDGE DETAIL
Scale: 1-1/2" = 1'-0"

SPECIFICATIONS FOR
PARTIAL ROOF REPLACEMENT
AT

PUBLIC WORKS BUILDING
1200 E. 46th Street
Davenport, IA

FOR



DAVENPORT BID NO. 20-104

BHMM PROJECT NO. 3434-1916

BRACKE-HAYES-MILLER-MAHON, ARCHITECTS, LLP
1465 41st Street, Suite 10
Moline, IL 61265
309.762.0511

BRAY ARCHITECTS, INC.
220 Emerson Place, Suite 301
Davenport, IA 52801
563.370.4879

December 18, 2019

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TABLE OF CONTENTS

<u>Section</u>	<u>Page Nos.</u>
Title	0000-1
Table of Contents	0001-1
Pre-Bid Meeting	0010-1
City of Davenport Advertisement for Bids	0019-1-2
Supplementary Instructions to Bidders	0030-1-3
Forms and General Conditions	0040-1
Supplementary General Conditions	0050-1-13
Criminal Background Check	0051-1
Iowa Bidder Status Form	0052-1-2
Alternate Section	0060-1
Cutting and Patching	2100-1-2
Restoration of Surfaces	2579-1-3
Rough Carpentry	6100-1-2
Tapered Roof Insulation	7210-1-3
Uniform Thickness Insulation	7215-1-3
Single-Ply Thermoplastic Polyolefin (TPO) Roofing	7544-1-10
Flashing, Metal Siding and Sheet Metal	7600-1-3
Sealants	7900-1-2

END 0001.

October 11, 2019

RE: Partial Roof Replacement at the Public Works Building
City of Davenport Bid No. 20-104
BHMM Project No. 3434-1916

PRE-BID MEETING

A Pre-Bid walk-through and meeting will be held at 8:30 a.m. on Wednesday, March 4, 2020 at the site: Public Works Building located at 1200 E. 46th Street in Davenport, Iowa. The project will be reviewed at this time.

BHMM0010-1

Partial Roof Replacement at Public Works Building
for City of Davenport
Bid No. 20-104
BHMM Project No. 3434-1916

Sealed bids will be received by the City of Davenport via the City's electronic bid submission system. Go to www.cityofdavenportiowa.com/purchasing and click on bids. Each contractor, if they haven't already, will need to register and set up their own account. Once you register, you are good for all future bids. Sealed bids will be received for project listed according to plans and specifications prepared by Bracke-Hayes-Miller-Mahon, Architects, LLP - Upland Center, 1465-41st Street, Moline, IL.

Deadline for all proper bids will be 2:00 p.m. on Tuesday, March 24, 2020 via the City of Davenport's electronic bid submission system. **ALL BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY OF DAVENPORT'S ELECTRONIC BID SUBMISSION SYSTEM.** Bids submitted after the deadline will not be accepted by the electronic bid submission system. Any bid submitted in paper, facsimile, telephone, or email will be rejected/returned to the bidder unopened. Bids will be unsealed, electronically, in the Purchasing Office at 226 W. 4th Street, Davenport, IA 52801, at the due date and time. Vendors are required to review the bid in its entirety and respond using the "Attributes" and "Line Items" tabs.

Proposals, contract forms, plans and specifications are also on file and may be examined and copies received from the offices of the following:

Bracke-Hayes-Miller-Mahon, Architects, LLP
1465-41st Street
Moline, IL 61265

MECC Plan Room
Davenport Public Library
321 Main Street
Davenport, IA 52801

Plans may be viewed electronically
via ConstructConnect at
www.constructconnect.com

Plans may be viewed electronically via
Master Builders of Iowa Construction Update Network
at www.isqft.com

Plans may be viewed electronically
via McGraw-Hill Construction-Dodge
at www.dodgeplans.construction.com

Proposals will be received to accomplish all labor and materials to perform all portions of the work to provide a complete finished project.

Contingency Allowance: Please note that all bids are to include a \$30,000,000 Contingency Allowance. Please refer to paragraph 18 in Section 0050 of the specifications.

Each proposal, if over \$100,000.00, must be accompanied by a certified check payable to the Owner or a satisfactory Bid Bond executed by the Bidder and an acceptable Surety Company authorized to do business in the state where the project is located in an amount of not less than five percent (5%) of the Base Bid.

If the awarded contract is over \$100,000, a performance bond will be required prior to the start of the work. The contract signing will occur as soon as possible after the Department has made their award recommendations and after City Council approves the contract.

If the proposal is over \$100,000.00 and a successful bidder fails to enter into contract with the Owner for said work or fails to furnish either a satisfactory Performance Bond or a satisfactory Labor and Material Payment Bond as required by said contract within ten (10) days after the awarding of contract to him, then the Owner may declare the certified check or Bid Bond deposited by him forfeited to the Owner; and said Owner shall be entitled to cash said check and retain the proceeds to cover the amount of the bond.

QUESTIONS AND CLARIFICATIONS:

Contractors must have all questions, requests for clarifications, and substitution requests submitted via

email to the Davenport Purchasing Division at purchasing@ci.davenport.ia.us by 3:00 p.m. on Thursday, March 12, 2020. Clarifications and answers will be posted to the City's Bid Submission System by 3:00 p.m. on Tuesday, March 17, 2020.

Be advised that any conversation (in reference to this Bid) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the vendor from the bidder's list and rejection of the vendor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

The Owner reserves the right to reject any or all bids and to waive any informality or irregularity in the bidding. No bids will be withdrawn for a least sixty (60) days from the date of receipt of bids.

END 0019.

INTRODUCTION:

The Standard Form of Instructions to Bidders, A.I.A. A701, 1987 edition, consisting of nine articles, are a part of this specification. Proposals must be in accordance with the Invitation to Bid Form, Instructions to Bidders, Proposal Form, General and Supplementary General Conditions bound herewith, which are a part of this specification. The Contractor shall consult them in detail for instructions pertaining to his work.

DOCUMENTS:

All drawings, specifications and other contract documents shall be returned to the office of Bracke-Hayes-Miller-Mahon, Architects, LLP - Upland Center, 1465-41st Street, Moline, IL; in an unmutilated condition and without any marks or annotations.

GENERAL DESCRIPTION OF PROJECT:

The work contemplated under this project consists of the partial roofing of the Public Works Building, located at 1200 E. 46th Street in Davenport. The Base Bid and Alternate include new fully-adhered TPO membrane roofing, new insulation where noted, ½ polyisocyanurate high-density cover board, and new flashings for the City of Davenport, Iowa.

PROPOSAL CONTENTS:

Proposals for the contract shall incorporate the work designed by plans and specifications applicable to said contract for a complete and workmanlike job. It is the intent of these plans and specifications that all contractors and subcontractors shall coordinate all phases of the work with each other. The Prime Contractor shall be responsible for the proper coordination mentioned above and for the proper expediting of the job.

PROCUREMENT OF DOCUMENTS:

If desired, hard copies of all proposed contract documents will be readily available for examination by all prospective bidders at the office of the architect; Bracke-Hayes-Miller-Mahon, Architects, LLP, Upland Center, 1465-41st Street, Moline, IL. One set of documents may be obtained from the architect upon deposit of \$35.00. If the documents are returned undamaged within ten (10) days after bids are received, deposits of those submitting bids will be fully refunded. All plans and specifications shall remain the property of the architect. Potential bidders who decide not to bid must return the drawings and specifications at least ten (10) days prior to bid opening.

If desired, one set of documents may be obtained by prime contractors with the refundable deposit. Additional copies of drawings and specification sheets may be obtained at the Bidder's expense. A separate, non-refundable check for \$15.00 per set must be included for postage and handling if sets are to be mailed.

Members of Master Builders of Iowa, Central Illinois Builders-AGC, National Electrical Contractors Association, and Omaha Builders Exchange may substitute the Request for Plans Card which shall guarantee their deposit. A mailing check made payable to Bracke-Hayes-Miller-Mahon, Architects, LLP in the amount of \$15.00 per set is still required if plans are to be mailed.

PROPOSALS:

Sealed bids will be received by the City of Davenport via the City's new electronic bid submission system. Go to www.cityofdavenportiowa.com/purchasing and click on bids. Each contractor, if they haven't already, will need to register and set up their own account. Once you register, you are good for all future bids.

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY OF DAVENPORT'S ELECTRONIC BID SUBMISSION SYSTEM.

The following information is to be provided to the City by the apparent low bidder:

- a. Copy of Davenport city business license (if located in Davenport)

- b. List of personnel to be assigned to this project
- c. Three references of past similar projects
- d. Copy of OSHA 300 log or applicable statement

The Architect may, from time to time, provide the contractors with addenda. This additional information will either be mailed or sent by telefacsimile prior to the bid due date to contractors that have checked drawings out from the Architect. The addenda become part of the Contract Documents.

All quotations shall be given in words and figures. In case of discrepancies between the amounts stated in words and the amounts stated in figures, the amount stated in words shall govern. The Owner reserves the right to reject any or all bids and to waive any informalities or irregularities in the bidding.

WITHDRAWAL OF BIDS:

Any bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids.

BONDS:

Each proposal, if over \$100,000.00, must be accompanied by a certified check payable to the Owner or a satisfactory Bid Bond executed by the Bidder and an acceptable Surety Company authorized to do business in the state where the project is located in an amount of not less than five percent (5%) of the Base Bid.

If awarded contract over \$100,000, a performance bond will be required prior to the start of the work. The contract signing will occur as soon as possible after the Department has made their award recommendation and after City Council approves the contract.

If the proposal is over \$100,000.00 and a successful bidder fails to enter into contract with the Owner for said work or fails to furnish either a satisfactory Performance Bond or a satisfactory Labor and Material Payment Bond as required by said contract within ten (10) days after the awarding of contract to him, then the Owner may declare the certified check or Bid Bond deposited by him forfeited to the Owner; and said Owner shall be entitled to cash said check and retain the proceeds to cover the amount of the bond.

INSURANCE:

The successful contractor will be required to provide a certificate of insurance. This coverage shall include Public Liability; Property Damage; Workmen's Compensation; Automobile, Truck and Team Property Damage; and Builders Risk. The certificate shall list the City of Davenport and Bracke-Hayes-Miller-Mahon, Architects, LLP as additional insureds. The certificate shall also include the specific name of the project and the contract amount.

TIME OF STARTING AND COMPLETING WORK:

The contractor shall commence the work under the contract on July 1, 2020 and shall fully complete all work thereunder within 180 calendar days. Liquidated damages apply per para. 8.3 of printed General Contract Conditions and para. 33 of specification Section 0050.

PAYMENTS WITHHELD:

See printed General Conditions.

DISCREPANCIES:

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The City of Davenport General Contract Conditions.
4. The Supplementary General Conditions.
5. Do not scale drawings. Use dimensions. If there is a discrepancy in dimensions, inquire at Architect's office prior to receipt of bids.
6. Drawings and Specifications.

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

DRAWINGS AND SPECIFICATIONS:

The successful contractors shall be furnished, free of charge, copies of drawings and specifications as follows. Additional sets will be furnished at the cost of reproduction, postage and handling.

Prime Contractor 5 Sets

END 0030.

The forms below are issued by the American Institute of Architects, 1735 New York Avenue N.W., Washington, D.C. 20006. The latest edition of these forms is on file and may be referred to at the office of the Architect. All forms shall be furnished by the contractors.

Contractors may obtain AIA documents by visiting the AIA website at www.aia.org/docs. Electronic and paper copies can be purchased from the following:

AIA Chicago
35 E. Wacker Dr. Ste. 250
Chicago IL 60601-2116
Phone: 312-670-7770
Fax: 312-670-2422
Contact: Linda Freeman
freemanl@aiachicago.org
info@aiachicago.org
www.aiachicago.org

AIA Iowa
1000 Walnut St., #101
Des Moines, IA 50309
Phone: 515-244-7502
Fax: 515-244-5347
Contact: Pamela French
pfrench@aiaiowa.org
www.aiaiowa.org

FORMS:

The form of contract shall be the Standard City of Davenport's Form of Contract.

The General Conditions shall be the Standard City of Davenport's General Contract Conditions with supplements and amendments.

The Instructions to Bidders shall be the City of Davenport's Instructions to Bidders, Major Construction Projects.

The form of Bid Bond shall be the BID BOND, A.I.A. Document A-310 (if required).

The form of Performance, Labor, and Material Bond shall be the PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND, A.I.A. Document A-312 (if required).

The form of Request for Payment shall be the APPLICATION AND CERTIFICATE FOR PAYMENT, A.I.A. Document G-702, completely filled out and notarized in triplicate, ready for architect's review and approval, supported by A.I.A. Document G-703, CONTINUATION SHEET.

The form of Certificate of Insurance shall be the ACORD INSURANCE CERTIFICATE FORM 25-S.

All prime contractors' Final Request for Payment shall be accompanied by executed copies of the following:

- AIA Document G-706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.
- AIA Document G-706a, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS.
- No Asbestos Statement (see Section 0050, para. Certifications).
- Two (2) copies of O&M Manuals with any required warranties.
- Two (2) copies of roofing warranty (if applicable).
- One (1) hard copy of as-built drawings.
- Electronic Format: In addition to printed and paper copies of documentation, contractor shall provide electronic versions in pdf formats, clearly titled and arranged.*

END 0040.

I N D E X

<u>Para. No.</u>	<u>Title</u>	<u>Page No.</u>
50	Adhesives and Sealants	0050-13
7	Certifications	0050-4
28	Cleaning	0050-9
36	Code Requirements	0050-10
25	Construction Office & Telephone	0050-8
4	Construction Procedures & Warranties	0050-3
44	Construction Waste Management	0050-12
18	Contingency Allowance	0050-7
43	Contractor Behavior	0050-12
47	Crystalline Silica Rule	0050-12
31	Cutting and Patching	0050-9
1	Definitions	0050-2
15	Detailed Schedule of Values	0050-6
41	Discrepancies	0050-11
20	Drawings	0050-7
42	Drawings and Specifications	0050-11
10	Duties Imposed by Standard Specifications	0050-4
51	Electronic Data	0050-13
49	Environmentally Preferable Building Products and Materials	0050-12
32	Hazardous Materials	0050-9
37	Incomplete Work at Owner's Request	0050-11
2	Indemnity	0050-2
35	Iowa Statutory Preference	0050-10
5	Lien Law	0050-3
33	Liquidated Damages	0050-10
26	Material Sheds	0050-8
11	Materials and Workmanship	0050-4
21	Measurements	0050-7
45	Minimum Safety Requirements	0050-12
17	Mutual Cooperation	0050-6
9	Observation	0050-4
29	Overloading	0050-9
30	Overspray	0050-9
22	Premises	0050-7
23	Progress Meeting	0050-7
14	Progress Schedule	0050-6
24	Project Record Documents	0050-8
19	Project Sign	0050-7
39	Project Site Security	0050-11
40	Proposal Contents	0050-11
48	Recycled Content Products	0050-12
46	Renovation-Repair-Painting Lead Requirements	0050-12
8	Safety Standards	0050-4
13	Shop Drawings	0050-5
38	Storm Water Management	0050-11
16	Subcontractors & Suppliers List	0050-6
3	Subcontracts	0050-3
12	Substitutions	0050-5
6	Surety Bonds	0050-3
27	Utilities for Construction	0050-8
34	Work Rules with the Owner	0050-10

The following supplements modify, change, delete from, or add to the City of Davenport's General Contract Conditions. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect. Supplementary General Conditions shall apply to all trades and be a part of all contracts, unless otherwise specified.

1. Definitions:

- | | | |
|----|---|--|
| A. | Architects | Bracke-Hayes-Miller-Mahon, Architects, LLP
1465-41st Street
Moline, IL 61265 |
| B. | Work on the Project | Work to be performed including work normally done at the location of the project. Where the words "provide" or "furnish and install" are used, this shall also mean that the Contractor shall include and pay for the item/s referenced. |
| C. | Project | The entire improvement proposed by the Owner to be constructed for each project. |
| D. | Prime Contractor | The person, firm or corporation to whom the within single contract is awarded by the Owner and who is subject to the terms hereof. The Roofing Contractor shall be considered the "Prime Contractor". |
| E. | When the words <u>approved</u> , <u>satisfactory</u> , <u>equal to</u> , <u>proper</u> or <u>as directed</u> , are used, approval, etc. by the Architect or City Project Manager is to be understood. | |

2. Indemnity:

- | | |
|-----|---|
| A. | 11.8 is amended by adding the following language to the paragraph (D): The Contractor shall also indemnify and hold harmless the Owner, Architect, Architect's consultants, and their agents and employees of any of them from and against claims, damages, losses, and expenses, including attorney's fees, arising from or related to injuries of the Contractor's or Subcontractor's employees, including, but not limited to, situations where the employee is responsible, in whole or in part, for his or her own injuries. The acts or omissions of the injured employee shall be imputed to the Contractor and the contractor shall be responsible for the injured employee's acts or omissions. The Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including attorney's fees, on all claims brought by current or past employees, their descendants, representatives, spouses, their insurers, persons who paid benefits to such employees, or persons claiming by or through said employees, regardless whether any claim against a party to be indemnified hereunder alleges negligence or other fault by the party to be indemnified and regardless of whether such claim, damage, loss or expense is caused in part by a party to be indemnified hereunder. |
| B. | Add the following subparagraphs to the Indemnification Paragraph 11.8 of the General Conditions: |
| (E) | "Claims, damages, losses and expenses" as these words are used in this Section 3.18 shall be construed to include, but not be limited to, (1) injury or damage consequent upon the failure of or use or misuse by Contractor, it's subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, ladder, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; and (2) all attorney's fees |

and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) the Contractor shall include these provisions in all contracts and agreements with subcontractors.

- (F) The obligations of the Contractor under this Paragraph 11.8 shall not extend to the liability of the Architect, any Engineer, their agents or employees, arising out of their direct negligence.
- (G) Hold Harmless: The Contractor shall hold harmless the Owner and Architect from any and all employees and anyone directly or indirectly employed by the Contractor from injury claims. The Contractor shall include this provision in contracts and agreements with Subcontractors.

3. Subcontracts:

All Illinois-based contractors and subcontractors shall include in all contracts and agreements with subcontractors that the subcontractors shall waive all rights under Kotecki vs. Cyclops Welding Corporation, 1991 WL 57336 (Ill. Sup. Opinion April 18, 1991, Rehearing Denied Dec. 2, 1991 and Dissenting Opinion on Denial of Rehearing Feb. 5, 1992).

4. Construction Procedures and Warranties:

The Contractor shall (1) review any specified construction or installation procedure (including those recommended by manufacturers); (2) advise the Architect (a) if the specified procedure deviates from good construction practice or (b) if following the procedure will affect any warranty or (c) advise of any objections that he may have to the procedure; and (3) propose any alternative procedure which he will warrant.

The Architect shall not be responsible for construction procedures, and it shall be the Contractor's obligation to observe the above requirements to provide a satisfactory completion of the work.

The warranty given by the Contractor shall cover the performance of products covered by proprietary specifications and the results of construction procedures required by the Contract Documents. The Contractor is not relieved of his general warranty obligation by the specifications of a particular product or procedure.

5. Lien Law:

It shall be the duty of the Contractor to observe provisions in the lien laws of the state and to furnish papers, as necessary, for the protection of the interests of the Owner.

The Contractor shall furnish to the Architect, along with each application for payment (except the first), receipted bills for all materials, installed or stored, partial or final (as the case may be) lien releases covering all material used and subcontracts performed in connection with this contract through the date of the current billing.

Should the Contractor fail to do this, application for payment by him will not be certified. Before final payment will be made, the Contractor shall furnish final waivers of lien, covering all material used and subcontracts performed in connection with his contract. Partial and final lien waivers shall be shown in actual amounts. NO WAIVERS IN \$1.00 OR SUCH TOKEN AMOUNTS SHALL BE ALLOWED.

6. Surety Bonds:

Each contractor shall furnish a Surety Bond in an amount at least equal to one hundred percent (100%) of the contract price as surety for the faithful performance of this contract (**if contractor's bid is over \$100,000.00**). Each Contractor shall also furnish a separate surety bond in an amount at least equal

to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract (**if contractor's bid is over \$100,000.00**). Bonds to be dated on the same date as the contract. They are to be furnished to the Architect before construction begins.

7. Certifications:

a. When professional certifications of performance characteristics of "pre-engineered" materials, systems, or equipment is required by the specifications, the Contractor shall provide full information to the manufacturer as to the relevant performance requirements and conditions under which the materials, systems or equipment will be expected to operate. Certifications received shall be in the form of a representation or assurance of performance under conditions at the project site and for this specific project.

b. The Contractor shall, as part of the project closeout requirements, certify on his letterhead addressed to the Owner and delivered to the Architect, a statement that none of the materials used in the project contain asbestos, PCBs or lead-based paints. This shall be submitted along with his Substantial Completion Certificate and shall be of similar format to the following:

"I/We, _____ (Contractor) _____, do hereby certify that no asbestos-containing materials, PCB-containing materials, or lead-based paints were used in the construction work at _____ (Project Name) _____ project for _____ (Owner) _____.

8. Safety Standards:

It is the sole responsibility of each Contractor, subcontractor, material supplier, and any others who provide labor, materials, or services of any kind, or who do work of any kind in connection with this project, to comply in all respects with all applicable provisions of federal, state, county and municipal laws, ordinances and statutes, regarding job safety. See also Article 10 of the General Conditions.

Any fines levied shall be paid by the Contractor causing the offense. The Owner and Architect will not be responsible for review or observance of Contractor's adherence or workmen's adherence or compliance with any such laws.

9. Observation:

Architect will observe work from time to time during progress of work but assumes no responsibility, either directly or indirectly, for its proper coordination, connections, installations, shoring, scaffolding, bracing or like methods of any kind; nor for safety of any person of any category under any construction conditions. Entire construction operation shall be carried on in an entirely safe manner with Contractor solely responsible for the safety of his, Owner's, Architect's or Engineer's employees and the public. Under no conditions shall Architect have authority to instruct Contractor or his employees as to how to perform work of any kind or as to procedure. His authority and responsibility shall be limited to commenting on results obtained as they relate to the contract documents and the design concept.

10. Duties Imposed by Standard Specifications:

Where any standard specification which is incorporated herein by reference, through the words "and/or as directed by the Architect" or phrases having a similar effect appear to give the Architect the right to direct something other than that which is specified, the Architect has in fact **NO** such right, except as it may be established in specific instances in portions of this project manual other than in said Standard Specifications.

11. Materials and Workmanship:

a. The General Provisions of the Contract, including General and Supplementary General Conditions, apply to the work specified in each section following as if this statement were repeated at the beginning of each section.

b. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Provide sufficient quantities of all materials specified to complete the work, along with all accessories required. Each Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of his materials and workmanship. Each Contractor shall submit samples of his materials, finish appliances, etc., when required by the Architect. All such samples must be approved by the Architect in writing before the work is executed, and work shall conform to the approved samples in all respects. Any work which does not conform to the approved samples in all respects will be rejected and shall be removed and replaced by other work that does so conform. In case samples submitted are not approved, others shall be submitted until satisfactory samples have been approved. No materials with any asbestos or PCB content shall be used in this work.

12. Substitutions:

After the contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

By making requests for substitutions based on the subparagraph above, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
3. Certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
4. Will coordinate the installation of the accepted substitute making such changes as may be required for the work to be complete in all respects;
5. The specifications list the minimum requirements for materials and products to be used in the project. Variation to these specifications which, in the opinion of the Architect, are equal to or exceed these specification requirements will be acceptable.

13. Shop Drawings:

Contractor agrees that shop drawing submittals processed by the Architect are not Change Orders; that the purpose of shop drawing submittals by the Contractor is to demonstrate to the Architect that the Contractor understands the design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install; and by detailing the fabrication and installation methods he intends to use.

Contractor further agrees that if deviations, discrepancies, or conflicts between shop drawing submittals and the contract documents in the form of design drawings and specifications are discovered, either prior to or after shop drawing submittals are processed by the Architect, the design drawings and specifications shall control and shall be followed.

Shop drawings submitted without the Contractor's stamp of approval will be returned for such review and approval stamp. Shop drawings will not be reviewed by the Architect or Engineer until the proper approval stamp and signature are affixed. A Contractor's stamp for "Received" or "Reviewed" alone will not be accepted. Approval stamp should indicate by printed stamp or written statement that

Contractor has verified all materials, field measurements, and materials submitted. Submit four (4) identical copies, all reviewed, approved, and stamped so by the Contractor.

No variations, exceptions or substitutions to the contract documents will be allowed after the receipt of bids. Proposals for variations, exceptions or substitutions to the contract drawings must be made to the Architect a minimum of ten (10) days prior to the date of receipt of bids. The Architect's opinion is final and binding.

Architect/Engineer will return reviewed shop drawings no later than thirty (30) days after receipt of shop drawings affixed with the proper stamp and verification.

14. Progress Schedule:

Within two (2) weeks after the award of contract, the Prime Contractor shall prepare a "Progress Schedule" showing the date of starting work and completion of all portions of the work. Refer to Paragraph 3.10, Contractors Construction Schedules of the General Conditions.

15. Detailed Schedule of Values:

A detailed Schedule of Values of labor and material, including a detailed breakdown of all quantities of said labor and materials shall be furnished to the Architect on an approved form, not later than ten (10) days after the award of the contract and before work commences. See printed General Conditions, Paragraph 9.2, Schedule of Values.

16. Subcontractors and Suppliers List:

Each Contractor is required to submit to the Architect a listing of all subcontracts to be performed, name of company performing subcontract, and amount of each subcontract. Likewise, a listing shall be submitted of the names and amounts of all material suppliers that the Contractor will be utilizing on this project. These listings must be submitted to the Architect's office, in duplicate, before any Request for Payment will be approved.

17. Mutual Cooperation:

a. Each Contractor shall cooperate with all other Contractors so that all necessary preparations are made in each branch of the work, as required for all other branches, so far as possible.

b. The Contractor shall not endanger any work by cutting, digging, or otherwise; and shall not cut or alter the work of any other Contractor without the consent of the Owner or the Owner's authorized representative.

c. Each Contractor shall become familiar with all drawings and specifications so that his work will properly interface with other Contractor's work.

d. Each Contractor is responsible to give proper notice to other Contractors as to work schedules and where certain materials or products interface or penetrate with other contractors' work.

e. Allow proper time for other Contractors' work to be done after notice is given before proceeding with work which would hinder or block another Contractor's work.

f. Any Contractor negligent in giving proper notice with sufficient time allowed as noted above shall assume the cost of installing the missing work above the normal installation cost.

g. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

h. Each Contractor will cooperate in beginning and completing the different portions of the

work so as to prevent delays in the work.

i. All Contractors shall be present at Progress Meetings to cooperate in avoiding conflicts and ill-timed work.

18. Contingency Allowance: General Contractor shall include in his Base Bid a Contingency Allowance. Any unused portion of this allowance shall be returned to the Owner at the completion of the project. The amount shall be \$30,000. Contingency Allowance may only be used on written direction of the Architect.

19. Project Sign: Not Applicable

20. Drawings:

All Contractors shall examine and work to drawings and specifications of other Contractors as well as coordinate with other Contractors.

21. Measurements:

Verify all measurements at the building and site so that work will fit existing conditions. See printed General Conditions. Any dimensions or quantities shown on the plans should be verified by the Contractor at any existing building and site so that actual dimensions can be used for quantities.

22. Premises:

As soon as the contract is signed, the Prime Contractor shall assume responsibility for the protection of the premises, insofar as these are affected by his work. Prime Contractors shall be responsible for their work. All Contractors shall protect any existing structures and paving unless such are specifically noted on the drawings to be removed and/or demolished.

All Contractors shall exercise care and protection of existing building(s) and existing paving during construction progress. Any damage caused to existing building(s), paving and grounds by this new construction shall have such damage repaired or replaced to the Owner's satisfaction at no additional cost to the Contract. Conduct a tour with the Owner's Representative before construction starts to agree on condition of existing building(s), paving and grounds.

23. Progress Meeting:

Progress meetings shall be designated by the Architect. Persons who should be present at the above meeting shall be as follows:

- a. Officials of each Contractor;
- b. Architect's representative;
- c. Owner's representative;
- d. Any subcontractor or supplier who is active on the jobsite or who the Prime Contractor feels has a problem of coordination with other trades.

The general agenda for each meeting will review the following:

- a. Review of past month's progress with reference to Contractor's overall Progress Schedule;
- b. Review of each Contractor's plans for work for the upcoming month;
- c. Review of any coordination required between Contractor's or subcontractor's suppliers.

Time and location of each meeting will be on Owner's property and shall be determined by Owner and Architect.

Contractor to be responsible for the agenda and direction of the meeting. Contractor to take detailed notes, prepare minutes, and distribute minutes to project members.

24. Project Record Documents:

Each Contractor shall maintain at the jobsite, one copy of each of the following:

- | | |
|-----------------------|------------------------------------|
| 1. Contract drawings | 2. Specifications |
| 3. Addenda | 4. Reviewed shop drawings |
| 5. Change orders | 6. Other modifications to contract |
| 7. Field test records | |

Maintain documents in a clean, dry, legible condition. Do not use record documents for construction purposes. Make documents available at all times for inspection by Architect/Engineer and Owner. Provide red felt or reed tipped pens for all marking.

1. Keep record documents current.
2. Do not permanently conceal any work until required information has been recorded.
3. Legibly mark to record actual construction.
 - a. Depths of various elements of foundation in relation to first floor level if different than drawings.
 - b. Horizontal and vertical location of underground utilities.
 - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the structure.
 - d. Field changes of dimension and detail.
 - e. Changes made by Change Order or field order.
 - f. Details not on original drawings.

At completion of project and prior to Final Payment, deliver Record Documents to Architect.

25. Construction Office and Telephone:

Each Contractor shall provide, at his option, as soon as the work commences, a temporary office of suitable size, built substantially with protected floor, waterproof roof and weathertight walls, doors and windows. Provide table(s) for drawings and other furniture as needed. Provide heat when needed and maintenance. Use of office by other contractors shall be permitted. Provide telephone with free use for local business purposes by other Contractors and Architect. When practicable, Contractor may remove and provide and maintain such office in the building. Remove at end of project and clean up area occupied.

Verify an approved location for construction office with Owner.

26. Material Sheds:

Each Contractor shall provide necessary sheds made safe and secure for tools and material or make arrangements with others for his requirements. Remove all structures as soon as not required.

Verify an approved location for storage sheds with Owner.

27. Utilities for Construction:

a. Electrical Energy: Each contractor shall provide and pay for the extension of electrical energy for light and power as required. Each contractor shall provide all temporary wiring and necessary equipment and to provide in a safe manner a source of energy for machines or other items of construction

as necessary for providing and maintaining artificial light for the progress of any branch of the work. Existing electricity may be used.

b. Water: Each contractor shall arrange and pay for all water necessary for construction. Water shall be potable. Existing may be used.

c. Sanitary Arrangements: Each contractor is to arrange and pay for toilet facilities for use of trades. KEEP CLEAN!!!

d. Temporary Heat: If temporary heat is required for the protection of the work, each contractor shall provide approved salamanders, stoves with smoke pipes to outside of the building, or other approved heating apparatus. Each contractor shall provide adequate and proper fuel to maintain heat as required for protecting or drying out of the work. Temporary heating apparatus shall be installed and operated in such a manner as directed by the manufacturer, applicable codes and common sense, and so that the finished work will not be damaged. Provide proper fire extinguisher near each heater.

28. Cleaning:

Each Contractor shall keep the premises clean at all times and shall remove all of their rubbish daily.

29. Overloading:

The Contractor shall not load or permit any part of the structure to be loaded with a weight which will endanger its safety.

30. Overspray:

Each Contractor shall protect surrounding private and public property from overspray of any material whether air-borne or not.

31. Cutting and Patching:

Add the following to Paragraph 3.14 Cutting and Patching of the General Conditions:

Each Contractor shall leave all chases, holes or openings straight, true and of proper size in his work as may be necessary for the proper installation of his own or other contractor's work, consulting then with the Architect and Contractor concerned regarding proper location and size of same. In case of his failure to leave or cut same location in the proper place, he shall cut them afterwards at his own expense. No excessive cutting will be permitted, nor shall any piers or other structural members be cut without the consent of the Architect. All this work shall be done with proper tools and by careful workmen without extra charge to the Owner. After such work has been installed, each Contractor shall carefully fit around, close up, repair, patch and point up same as directed to the satisfaction of the Architect. Cutting and repairing of work, in places made necessary by the negligence of another Contractor or anyone employed by them, shall be paid for by the Contractor who is at fault.

32. Hazardous Materials:

No materials shall be used or installed on the project that contain asbestos, lead coatings or PCBs. Should the contractor encounter and proceed with work in an area containing asbestos material, the Contractor must comply with the provisions of the Asbestos Hazard Emergency Response Act (AHERA) pertaining to Asbestos Containing Building Materials (ACBM):

Contractor to remove and handle asbestos-containing roofing materials according to state and federal regulations. Any penalty levied against the Owner for non-compliance with the regulations referred to in the preceding section will be charged to the Contractor.

33. Liquidated Damages:

a. Amount: The amount of liquidated damages shall be \$100 per calendar day and represents a fair and reasonable attempt to fix just compensation caused by delay.

b. Computation: The Contractor shall pay to the Owner as liquidated damages the sum stated in the bid form for each calendar day completion is delayed beyond the contract time, excluding such extensions thereof as the Owner may grant. Construction shall be substantially complete within 180 calendar days with July 1, 2020 counted as Day 1.

c. Determining Completion: For purposes of computing liquidated damages, the Contractor will be deemed to have satisfied the requirements for completion upon the Owner's acceptance of the certificate of the Architect/Engineer that there is substantial completion of all work required by the contract of the Contractor and all contractors assigned to him.

34. Work Rules with the Owner:

The following work rules and methods of procedure shall be strictly observed by the bidders and successful Contractor.

- a. Materials and equipment to be used on the job shall be stored in a safe manner. No Owner equipment or supplies shall be used without first obtaining the approval of the Owner's representative and then only in case of extreme emergency. The Contractor may store some equipment and materials inside the building during the work period in the space allocated.
- b. The Owner and its representatives shall at all times have access to the Work, whether it is in preparation or in progress.
- c. The Contractor shall do no work not called for in the specifications or drawings nor perform any work in a manner other than described therein except on written notice from the Owner.
- d. The buildings will remain occupied during work activities. Coordinate work, tenant access, required closings, etc. with Owner and tenants.
- e. In the event overtime work is required by the custodial staff because of the Contractor's request to work other than regular hours, said overtime shall be paid by the Contractor.

35. Iowa Statutory Preference:

By virtue of statutory requirements of the State of Iowa (Section 1171-b1), a preference will be given to products grown within the state of Iowa and that a preference will be given to Iowa labor.

36. Code Requirements:

- a. Contractor shall comply with all codes, laws, rules and regulations governing the work.
 1. Bidders shall examine drawings and specifications during bidding period and shall report any code violations to the Architect so that an Addendum can be issued.
 2. When the Contractor observes that contract documents are at variance with any of the above governing the work, he shall notify the Architect in writing immediately so that the work may proceed in a correct manner.
 3. When the Contractor performs any work which he should have reason to know that the work is contrary to such laws, rules, codes, or regulations and fails to notify the Architect, the Contractor shall pay all costs arising from correcting the work.

4. The Contractor should ensure that the Contractor's personnel are familiar with workmanship and installation requirements of such codes and standards.

37. Incomplete Work at Owner's Request:

If, at the direction of the Owner or Architect, work under this contract is not completed, not started, or reduced in scope, the Contractor shall provide a credit to the Owner for the full value of such work not completed, not started, or of reduced scope.

38. Storm Water Management:

During the construction period, all contractors shall control storm water and sediment at the project site. Storm water and sediment should not leave the site in an uncontrolled fashion, nor cause undue problems downstream. Prime Contractor shall be responsible for storm water management and comply with all local, state, and federal regulations. On sites smaller than is regulated by state authorities, general practices and procedures as outlined for these larger sites shall be installed and used in smaller sites.

39. Project Site Security:

Prime Contractor shall provide security at the site including such items as snow fencing or chain-link fencing and gates at the work area perimeter, temporary closures and doors at windows and doorways, security lighting, etc.

40. Proposal Contents:

Proposals for the contract shall incorporate the work designed by plans and specifications applicable to said contract for a complete and workmanlike job. It is the intent of these plans and specifications that all contractors and subcontractors shall coordinate all phases of the work with each other. Each contractor shall be responsible for the proper coordination mentioned above and for the proper expediting of the job

41. Discrepancies:

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The City of Davenport General Contract Conditions.
4. The Supplementary General Conditions.
5. Do not scale drawings. Use dimensions. If there is a discrepancy in dimensions, inquire at Architect's office prior to receipt of bids.
6. Drawings and Specifications.

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

42. Drawings and Specifications:

The successful contractors shall be furnished, free of charge, copies of drawings and specifications as follows. Additional sets will be furnished at the cost of reproduction, postage and handling.

Each Contractor 5 Sets

43. Contractor Behavior:

While on the jobsite, all contractors, subcontractors, suppliers, etc. shall maintain proper social behavior and decorum. Personnel are to refrain from foul language, inappropriate dress, inappropriate behavior, loud radios. No smoking, E-cigs, or vaping allowed. No fire areas allowed.

44. Construction Waste Management:

All construction waste shall be legally disposed. It is a requirement that construction waste be recycled unless the small quantity of material, the extraordinary complex nature of waste disposal method, or prohibitive expense for recycling would represent a hardship to the contractor. In such cases, an alternative means of disposal shall be utilized.

Recycling of construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ those materials or wastes in the production of new materials.

45. Minimum Safety Requirements:

All contractors to adhere--at a minimum--to the City of Davenport safety requirements and all state and federal OSHA safety regulations. This will include the requirements for wearing hard hats, safety glasses with side shields, high-visibility vests, safety-toed shoes, hearing protection, and appropriate gloves. Contractor to provide a hazard assessment and proper personal protective equipment. Refer to City Standards and state and federal regulations for additional requirements.

46. Renovation-Repair-Painting Lead Requirements:

All contractors shall refer to the Federal EPA guidelines as noted in 40CFR Part 745. Contractors shall be lead certified firms. There shall be a Certified Renovator at the job site as required. Contractor shall take all necessary tests, samples, etc. and follow all lead safe policies and practices.

47. Crystalline Silica Rule:

All contractors shall comply with OSHA Crystalline Silica Rule. Provide engineering controls and protection of workers and other individuals at the site. Collect all run-off water and properly dispose of. Protect existing and new materials from damage by water. Repair all damage.

48. Recycled Content Products:

Each contractor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The contractor shall use recycled content products as designated by the U.S. Environmental Protection Agency in the Comprehensive Procurement Guideline (CPG), 40 CFR Part 247, and its accompanying Recovered Material Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of re-products can be found at www.epa.gov/cpg/products.htm.

The contractor may not be able to comply due the following exceptions:

- a. The cost of the recommended product is unreasonable
- b. Inadequate competition exists
- c. The items are not available within a reasonable time
- d. Items do not meet the performance standards or criteria as specified

49. Environmentally Preferable Building Products and Materials:

Each contractor shall use environmentally preferable products and materials where economically

feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

Refer to EPA's environmentally preferable products wet site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:

- a. Contain recycled material, are biobased, or have other positive environmental attributes
- b. Minimize the consumption of resources, energy or water
- c. Prevent the creation of solid waste, air pollution, or water pollution
- d. Promote the use of non-toxic substances and avoid toxic materials or processes

50. Adhesives and Sealants:

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wallcoverings, wood adhesive, or sealants) shall be those with the lowest possible Volatile Organic Compound (VOC) content below 20 g/L. and which meet the requirements of the manufacturer of the products adhered or involved. Contractors shall use adhesives and sealants with no formaldehyde or heavy metals.

51. Electronic Data:

Copies of data furnished by Architect or Engineer to Contractor or Contractor to Owner or Architect that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

END 0050.

1. GENERAL

1.01 REQUIREMENTS INCLUDE:

- A. The Contractor shall be responsible for conducting a criminal background check as to all persons working in buildings. This includes all employees of the Contractor or any subcontractor, all independent contractors, casual laborers, workers obtained through Union Halls or Hiring Halls, and all other individuals present on the property at any time during the performance of the contract.
- B. No person shall be permitted to work on the Owner's property who has been convicted of a felony or who is on the Sex Offender Registry for any state.
- C. The Contractor must have records submitted to the Owner to inspect. The Owner reserves the right to order the Contractor to remove any person from the Owner's work who the Owner determines to be a threat. All workers must follow Owner's regulations and rules as to building access and security.
- D. Owner may issue identification badges to the prime contractor for use by all contractors, employees, subcontractors, etc. Prime Contractor shall issue badges and maintain list of those issued badges by name and number. List to be updated weekly. Prior to receipt of final payment, contractor shall return to Owner all identification badges. Final payment will not be released until all badges are returned.

END 0051.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents?

☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

GENERAL: The Advertisement, Instructions to Bidders, Contract Forms, Performance Bond, Labor and Material Payment Bond, Proposal Forms, and the Standard Form of General Conditions (latest edition) issued by the American Institute of Architects, as well as the Architect's Supplementary General Conditions, are as much a part of this section as if herein repeated; and the Contractor shall consult them in detail for instructions pertaining to the work.

SCOPE OF WORK: The Contractor shall submit, under this heading, alternate quotations for the furnishing of all labor and completion of all alternates as stated herein.

GENERAL CONSTRUCTION ALTERNATES:

Alternate No. 1: State the amount to be added to the Base Bid to provide existing roof tear-off and new ½" HD cover board, new roofing, and new flashings at Area "A" and "B" as shown on the drawings.

END 0060.

1. GENERAL

1.01 DESCRIPTION:

- A. Contractor shall be responsible for all cutting, fitting and patching required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of the Contract Documents.
 - 5. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 SUBMITTALS:

- A. Submit a written request to the Architect 24 hours in advance of executing any cutting or alterations which affect:
 - 1. The structural value or integrity of any element of the project.
 - 2. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 3. Visual qualities of sight-exposed elements.
 - 4. Efficiency, operation life, maintenance or safety of operational elements.
- B. The request shall include:
 - 1. Identification of the project.
 - 2. Description of the affected area.
 - 3. The necessity for cutting, alteration or evacuation.
 - 4. The effect on the work of any separate contractor or on the structural or weatherproof integrity of the project.
 - 5. Description of the proposed work:
 - a. The scope of cutting, patching, alternation or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 - 6. Alternatives to cutting and patching.
 - 7. Written permission of any separate Contractor or Subcontractor whose work will be affected.
- C. Should conditions of work or the schedule initiate a change of products from the original installation, contractor shall submit written request for substitution.

2. PRODUCTS

2.01 MATERIALS:

- A. Comply with specifications and standards for each specific product involved.

3. EXECUTION

3.01 INSPECTION:

- A. Inspect existing conditions of the project including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect the conditions affecting the installation of the products or performance of the work.

- C. Report unsatisfactory or questionable conditions to the Architect in writing.

3.02 PREPARATION:

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work and maintain excavations free from water.
- D. Protect, cover adequately or move any counters, furniture or other contents in the area of construction.

3.03 PERFORMANCE:

- A. Execute cutting and demolition by methods which will prevent settlement or damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- C. Restore work which has been cut or removed. Install new products to provide completed work in accordance with requirements of contract documents. Materials and finishes at all edges of new openings shall be replaced to match existing adjacent materials in a finished manner.
- D. Fit work straight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- E. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.
- F. At new roof penetration, provide full support with steel angles, channels, etc. or other items as needed for this particular situation.
- G. When closing existing roof penetrations, remove existing piping, ducts, curbs, etc. Install new structural supports and decking including fluted metal deck, plywood, steel angles or channels, etc. or other items as needed for this particular situation. Install insulation, recovery board, protection board, felt, ice dam, etc. to make patch flush.

END 2100.

1. GENERAL

1.01 DESCRIPTION:

- A. Removal of existing surface.
- B. Disposal of surface material.
- C. Construction of new surfaces: Roadway, driveways, sidewalks, curbs, gutters, seeding, and miscellaneous landscaping.

2. PRODUCTS

2.01 MATERIALS:

- A. NO MATERIALS OR PRODUCTS SHALL BE INSTALLED ON THIS PROJECT WHICH MAY CONTAIN ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL.
- B. Temporary Surface over Trench: Coarse aggregate material.
- C. Concrete Pavement Surface:
 - 1. Concrete Compressive Strength: 4000 psi at 28 days.
 - 2. Reinforcement: To match existing.
 - 3. Pavement Joints: Match adjacent pavement joint materials.
- D. Bituminous Surface Road Mix over Flexible Base:
 - 1. Aggregate Base: Thickness and grade to match existing.
 - 2. Bituminous Surface Road Mix: Thickness and grade to match existing.
- E. Concrete, Sidewalks, Driveways, Curbs and Curbs/Gutters:
 - 1. Concrete Compressive Strength: 4000 psi at 28 days.
 - 2. Expansion Joints: ASTM D994, bituminous preformed joint filler.
 - 3. Reinforcement: To match existing.
- F. Seeding:
 - 1. Fertilizer: Factory mixed, 10-8-6 grade.
 - 2. Lime: Agricultural ground.
 - 3. Seed mixtures shall be proportioned by weight as follows:

<u>Grass Seed</u>	<u>Lb./1000 SF</u>
Kentucky Bluegrass	1.64
Redtop or Creeping Red Fescue	0.76
Park Blue Grass	0.84
Cutter Rye	<u>0.76</u>
Total Pounds Pure Live Seed per 1000 Square Feet	4.00

- 4. Weed Seed: Maximum 1% by weight of total mixture.

3. EXECUTION

3.01 TEMPORARY SURFACE OVER TRENCH:

- A. When conduits are constructed under travel roadways, driveways, sidewalks or other traveled surfaces, place temporary surface as follows over compacted trench.
 - 1. Place temporary surface as soon as possible after compaction over entire trench width.
 - 2. Temporary Surface: 6" coarse aggregate.
 - 3. Keep top of temporary surface smooth and even with adjacent undisturbed

- surface.
4. Maintain temporary surface until final restoration is complete as specified.

3.02 REPLACEMENT OF ALL SURFACES:

- A. Restore, unless otherwise specified by Architect, all permanent type pavements, sidewalks, driveways, gutters, curbs, shrubbery, grassy areas, landscaped areas, fences, poles and other property and surface structures removed or disturbed as a result of construction operations to condition equal in appearance and quality to original condition.
- B. Construct surface of all improvements of same material and matching appearance of improvement removed.
- C. Where Select Granular Backfill is used, make restoration as soon as possible after compaction of backfill is completed.
- D. Comply with Iowa/Illinois Standard Specifications for Road and Bridge Construction.

3.03 PORTLAND CEMENT CONCRETE PAVEMENT SURFACE:

- A. Replace existing pavement surface with Portland cement concrete, thickness equal to that being replaced, reinforced as indicated.
- B. Pavement Joints: Matching and in conformance with joints in adjacent pavement area.

3.04 BITUMINOUS CONCRETE PAVEMENT SURFACE:

- A. Replace existing base material with 8" of coarse aggregate and compact same.
- B. Replace existing pavement surface with minimum 3" bituminous concrete pavement surface applied over compacted aggregate base.

3.05 CONCRETE SIDEWALKS, DRIVEWAYS, CURBS, CURBS/GUTTERS:

- A. Replace existing sidewalks where removed with 4" of Portland cement concrete, reinforced as indicated over compacted granular fill of equal depth.
- B. Replace existing concrete driveways where removed with 6" Portland cement concrete, reinforced as indicated over compacted granular fill of equal depth.
- C. Replace existing concrete curbs or curbs/gutters with matching construction methods, profile and cross-sections.
- D. Place preformed expansion joints at maximum 30' intervals, at junctions with existing work and at all changes in direction, width or thickness of the work.
- E. Finish all surfaces to match existing adjacent surfaces unless otherwise directed or indicated.
- F. Provide tooled control joints in concrete sidewalks at 5'-0" o.c. and driveways at 15'-0" o.c. maximum spacing.

3.06 SEEDING:

- A. Seed Bed Preparation:
 - 1. After areas to be seeded have been brought to proper grades and cleared of all

- stones, boulders and debris larger than 1/2", thoroughly till areas to minimum depth of 3" by discing, harrowing, or any other approved methods until condition of soil is acceptable to Architect/Engineer.
- 2. When crust is formed over the prepared surface because of rain, till surface again and place in suitable condition for planting.
- 3. Distribute fertilizer uniformly at rate of 400 lbs./acre, over area to be fertilized, and incorporate into soil to minimum 3" deep by discing, harrowing, or other approved methods.
- 4. Incorporation of fertilizer may be part of tillage operation specified above.
- 5. Distribute lime uniformly on all areas to be fertilized at rate of 1 ton to 1 acre and incorporate in soil to minimum 3" deep by discing, harrowing, or other approved methods.
- 6. Follow immediately or simultaneously with incorporation of fertilizer.

B. Seeding Methods:

- 1. Do not sow seed during high winds or when ground is not in proper condition for seeding; nor until purity test has been completed for seeds to be used. Show that seed meets noxious weed seed specifications.
- 2. Operate equipment to ensure complete coverage of entire area to be seeded.
- 3. When the seed or fertilizer is applied with a hydraulic seeder, apply at rate of minimum 1000 gallons of slurry per acre.
 - a. Slurry: The proper quantity of seed or fertilizer specified per acre.
 - b. Apply fertilizer nutrients and seed in 2 separate operations.
- 4. Rolling:
 - a. Within 12 hours, roll all seeded areas at right angles to run-off with approved type roller or cultipacker to compact seed bed and place seed in contact with soil.
 - b. No rolling on areas seeded with hydraulic seeder.
 - c. Optimum depth for seeding: 1/4".
- 5. Inoculation:
 - a. Innoculate all legumes (clover, vetch, lespedeza, and alfalfa) with proper bacteria s recommended by the manufacturer of innoculant before sowing or mixing with other seeds for sowing.
 - b. Innoculant approved by Architect/Engineer.
 - c. Sow seed as soon as possible after inoculation.
 - d. Re-innoculate seed standing more than 5 hours after inoculation before sowing.
 - e. When the legumes are applied by hydro seeder, use 3 times normal amount of innoculant.

3.07 ADJUSTING AND CLEANING:

- A. Remove surplus materials, tools and temporary structures from site.
- B. Remove all dirt, rubbish and excess dirt from excavation off site.
- C. At earliest possible date, leave construction site clean and acceptable to Architect.

END 2579.

1. GENERAL

1.01 DESCRIPTION:

- A. The contractor shall provide all labor, materials, tools and equipment necessary to complete all rough carpentry work as required by the drawings and as specified below. The work shall be accomplished in a neat and workmanlike manner in accordance with the best standard practice.
- B. Quality Control:
 - 1. All lumber and plywood shall be grade stamped.
 - 2. Any plywood delivered to the project site on which the grade stamp is illegible as to the grade and the manufacturer's name or the mill number is NOT ACCEPTABLE and will be removed from the project and not used in the permanent construction.

1.02 FIRE RETARDANT TREATED:

- A. All wood materials in walls, not used as blocking for the support of equipment, shall be fire retardant treated and so marked.

2. PRODUCTS

2.01 MATERIAL:

- A. Concealed Light Framing: Construction grade Douglas fir or spruce pine. Brace and bridge per code for wood species. Use preservative-treated lumber. Preservative treating to be compatible with existing and new material incorporated into project.
- B. Plywood Roof Sheathing: 4-ply min. Exposure durability classification: Exterior. Provide only waterproof glue. Minimum C Grade or better veneers throughout. Thickness are required, min. 4 ply.
- C. Rough Hardware: Construction contractor shall furnish all rough hardware such as nails, bolts, screws, etc., required for the work. Provide toggle bolts, molly bolts, rawl plugs, or other approved method for attaching lumber to masonry or metal. Grounds must be completely covered by the finish.

3. EXECUTION

3.01 INSTALLATION:

- A. Framing members shall be S4S unless indicated otherwise and shall be plumb, level, and true, spaced 16" o.c. or closer. Provide bucks, nailers, furring and headers as indicated or required, securely anchored.
- B. Cut framing square on bearings, closely fitted, accurately set and rigidly secured. Frame members for passage of pipes and ducts to avoid cutting structural members. Do not cut, notch, or bore framing members without permission.
- C. Protection: Doors, window sills, brick work, window and door frames, stairs and floors, and other work exposed to damage during construction shall be protected and kept in repair as may be necessary. Hang temporary doors with lock and otherwise protect the property.
- D. Temporary Runways, Ladders and Hoists: Temporary runways, ladders, scaffolds, railings and hoists shall be maintained during construction to all floors and roof and shall

conform to all safety ordinances and laws.

- E. Storage: Lumber stored on site shall be kept dry and stacked off the ground. Blocking for fascia shall be straight.
- F. Anchor Bolts: Furnish and set all anchor bolts required for anchoring wood to masonry or steel.
- G. Framing and Carpentry: All joists of size shown on drawings shall be set crown edge up with full bearing at supports. Trimmer and header joists more than 4' long shall be doubled. Header joists over 6' long and tail joists over 12' long shall be hung in stirrups or metal joist hangers. Double joists at partitions running parallel to joists, blocking apart where pipes and ducts are to be placed in partitions. Framing shall be held 2" from chimney construction. Ridging and bracing shall be installed as indicated in the City Code. Lumber species and grade shall conform to the City Building Code, minimum 24 psi.
- H. All exterior grade plywood sheathing shall be covered immediately by a layer of roofing felt to keep sheathing dry.
- I. Add wood nailers at gravel stops, expansion joints and roof perimeters to bring existing wood edging up flush with new insulation thickness.

END 6100.

1. GENERAL

1.01 DESCRIPTION:

- A. This section covers the furnishing of tapered roof deck insulation only.

1.02 GUARANTEE:

- A. Guarantee of roof deck insulation shall be a part of the Single-Ply TPO Roofing Guarantee specified under Section 7544.
- B. ALL materials used in the roofing system installation shall be manufactured by the roofing system manufacturer. NO EXCEPTIONS.

1.03 PERFORMANCE:

- A. Roof insulation shall be approved as a component of Factory Mutual Class 1 roof and rated for I-90 wind resistance.
- B. Manufacturer's total system warranty shall warrant against damage by wind up to and including 72 miles per hour for the period of 20 years.
- C. UL Inc., Class A roof coverings.
- D. Flammability: ASTM E-84 (25 Tunnel Test); flame spread 25 max.; smoke developed 65 max.
- E. Compressive Strength: ASTM D-1621-20 psi.
- F. Dimensional Stability: 158°F./97% R.H.; less than 1% linear change.
- G. Expanded Polystyrene R-Value: 1" thickness minimum R=3.85 per ASTM C518.

1.04 SUBMITTALS:

- A. Manufacturer's printed material describing insulation.
- B. Drawing showing roof size and outline and arrangement of tapered insulation sloping to roof drains.

2. PRODUCTS

2.01 TAPERED RIGID INSULATION:

- A. Roof insulation system shall maintain FM fire assembly requirements.
- B. Roof slope shall be 1/8" per foot for all tapered insulation as shown on drawings. Leading edge (low point) of insulation shall start at a minimum of 1/8" as noted.
- C. Tapered foam rigid roof insulation shall be or expanded polystyrene board material as noted as manufactured by the roofing system manufacturer.
- D. Provide the minimum compressive strength (psi) as required by the manufacturer for the 20 year, 72 MPH total system roof warranty.
- E. Fibrous glass roof insulation tape (6") similar to OCF roof tape.
- F. All insulation shall be mechanically fastened to the substrate except where noted to be adhered.

- G. Provide bonded fiberglass matt facers.
- H. Insulation to be maximum 4'-0" x 4'-0" sized sheets.

2.02 PROPER MATERIALS REQUIRED:

- A. Roofing contractor is responsible to use insulation which is compatible with the roofing material to be used. Verify type of insulation required by manufacturer for warranty purposes.
- B. Install furnished systems in complete accordance with manufacturer's recommendations.
- C. Furnish and install 1-5/8" x 12" tapered edge strips and composition cants at curbs and perimeters where required.
- D. Slope to drain. If slope is shown, it is a finished slope. Finished slope should equal field slope at minimum. This may require areas of greater slope or thickness than shown.

2.03 CRICKETS AND SADDLES:

- A. Provide as shown or needed to prevent ponding or standing water.

2.04 ADHESIVE:

- A. Adhesive system:
 - 1. Insulation adhesive to be approved and accepted by membrane manufacturer and insulation manufacturer.
 - 2. Substrate, deck, and insulation to be approved and accepted by adhesive manufacturer.
 - 3. Submit all approvals to Architect prior to commencing work.
 - 4. Provide full adhesive coverage of insulation and membrane.
 - 5. Provide adhesive tests at each type of deck/substrate.

2.05 MECHANICAL FASTENERS:

- A. Metal Discs:
 - 1. Flat caps, minimum 3" in diameter.
 - 2. Minimum 30-gauge sheet metal.
 - 3. Form to prevent dishing.
 - 4. Plastic bell or cup-shaped caps NOT PERMITTED.
- B. Metal Deck Screws:
 - 1. Use with 3" metal discs.
 - 2. #12 x 1-5/8" to #14 x 14" range size depending on thickness of insulation.
 - 3. FM approved for I-90 rating.
 - 4. Sharp, gimlet point for penetrating deck.
 - 5. Screw length shall be sufficient for deck penetration of 1/2".
 - 6. Coated with an anti-corrosive treatment.

3. EXECUTION

3.01 INSTALLATION:

- A. The installation of roof deck insulation is specified with Single-Ply TPO Roofing, Section 7544.
- B. Insulation shall be kept dry before, during and after application. Only as much insulation shall be laid over roof areas as can be covered by finish roofing in one day. Adjoining edges shall be brought to a moderate contact, but shall not be forced into place. Boards shall be laid in parallel courses with end joints in each course breaking with those of

adjoining courses. Provide preformed cants as detailed or required. Each layer of insulation shall have staggered joints.

- C. Insulation shall be stored out of standing water and kept covered when not being applied. Plastic shipping wrapping is not satisfactory weather covering. Do not install damp insulation into the new roof system. Damp insulation shall be removed from the site.
- D. Deliver material in manufacturer's original wrapping with name and product type noted thereon. Store material per manufacturer's instructions.
- E. Follow manufacturer's printed instructions on installation.

END 7210.

1. GENERAL

1.01 DESCRIPTION:

- A. This section covers the furnishing of uniform thickness roof deck insulation only.

1.02 GUARANTEE:

- A. Guarantee of roof deck insulation shall be a part of the Single-Ply TPO Roofing Guarantee specified under Section 7544.
- B. ALL materials used in the roofing system installation shall be manufactured by the roofing system manufacturer. NO EXCEPTIONS.

1.03 PERFORMANCE:

- A. Roof insulation shall be approved as a component of Factory Mutual Class 1 roof and I-90 type wind resistance.
- B. Manufacturer's total system warranty shall warrant against damage by wind up to and including 72 miles per hour for the period of 20 years.
- C. UL Inc., Class A roof coverings.
- D. Flammability: ASTM E-84 (25 Tunnel Test); flame spread 25 max.; smoke developed 65 max.
- E. Compressive Strength: ASTM D-1621-20 psi.
- F. Dimensional Stability: 158°F./97% R.H.; less than 1% linear change.
- G. Expanded Polystyrene R-Value: 1" thickness minimum R=3.85 per ASTM C518. Provide multiple layers, joints staggered.

1.04 SUBMITTALS:

- A. Manufacturer's printed material describing insulation.

2. PRODUCTS

2.01 UNIFORM THICKNESS ROOF INSULATION:

- A. Roof insulation system shall maintain FM fire assembly requirements.
- B. Uniform thickness foam rigid roof insulation shall be expanded polystyrene board material as noted as manufactured by the roofing system manufacturer.
- C. All insulation shall be adhered to the substrate with FM approved adhesive.
- D. Provide the minimum compressive strength (psi) as required by the manufacturer for the 20 year, 72 MPH total system roof warranty.
- E. Other manufacturer's insulation systems may be approved if materials are equal to those specified.

2.02 PROPER MATERIALS REQUIRED:

- A. Roofing contractor is responsible to use insulation which is compatible with the roofing material to be used. Verify type of insulation required by manufacturer for warranty purposes.
- B. Install furnished systems in complete accordance with manufacturer's recommendations.
- C. Furnish and install 1-5/8" x 12" tapered edge strips and composition cants at curbs and perimeters where required.

2.03 CRICKETS AND SADDLES:

- A. Provide as shown or needed to prevent ponding or standing water.

2.04 HIGH-DENSITY POLYISOCYANURATE COVER BOARD (HD BOARD):

- A. 1/2" thick high density polyisocyanurate.
- B. Coated fiberglass facers.
- C. R = 2.5.

2.05 ADHESIVE:

- A. Adhesive system:
 - 1. Insulation adhesive to be approved and accepted by membrane manufacturer and insulation manufacturer.
 - 2. Substrate, deck, and insulation to be approved and accepted by adhesive manufacturer.
 - 3. Submit all approvals to Architect prior to commencing work.
 - 4. Provide full adhesive coverage of insulation and membrane.
 - 5. Provide adhesive tests at each type of deck/substrate.

2.06 MECHANICAL FASTENERS:

- A. Metal Discs:
 - 1. Flat caps, minimum 3" in diameter.
 - 2. Minimum 30-gauge sheet metal.
 - 3. Form to prevent dishing.
 - 4. Plastic bell or cup-shaped caps NOT PERMITTED.
- B. Metal Deck Screws:
 - 1. Use with 3" metal discs.
 - 2. #12 x 1-5/8" to #14 x 14" range size depending on thickness of insulation.
 - 3. FM approved for I-90 rating.
 - 4. Sharp, gimlet point for penetrating deck.
 - 5. Screw length shall be sufficient for deck penetration of 1/2".
 - 6. Coated with an anti-corrosive treatment.

3. EXECUTION

3.01 INSTALLATION:

- A. The installation of roof deck insulation is specified with Roofing Section 7544.
- B. Insulation shall be kept dry before, during and after application. Only as much insulation shall be laid over roof areas as can be covered by finish roofing in one day. Adjoining edges shall be brought to a moderate contact, but shall not be forced into place. Boards shall be laid in parallel courses with end joints in each course breaking with those of

adjoining courses. Provide preformed cants as detailed or required. Each layer of insulation shall have staggered joints.

- C. Insulation shall be stored out of standing water and kept covered when not being applied. Plastic shipping wrapping is not satisfactory weather covering. Do not install damp insulation into the new roof system. Damp insulation shall be removed from the site.
- D. Deliver material in manufacturer's original wrapping with name and product type noted thereon. Store material per manufacturer's instructions.
- E. Follow manufacturer's printed instructions on installation.

END 7215.

1. GENERAL

1.01 DESCRIPTION:

- A. Furnish and install all materials, tools and equipment necessary to apply thermoplastic polyolefin (TPO) single-ply roof membrane over the project roof structure as shown. The entire insulation and single-ply roof system shall qualify for a Factory Mutual Class I-90 rating. Apply insulation as specified, except where noted differently by single-ply roofing manufacturer's printed installation instructions.

1.02 QUALITY ASSURANCE:

- A. Qualifications of Manufacturers: Minimum five (5) years in producing specified system/products with a record of satisfactory in-place product performance and is approved by the manufacturer of the single-ply roofing.
- B. Requirements of Regulatory Agencies:
1. Test by independent agencies whose classifications and requirements have general acceptance as regulatory.
 - a. American Society for Testing and Materials (ASTM)
 - b. Factory Mutual Laboratories (FM)
 - c. National Fire Protection Association (NFPA)
 - d. Underwriter's Laboratories, Inc. (UL)
- C. Source Quality Control: It is the responsibility of the roof subcontractor to provide his materials from a manufacturer that will verify that:
1. Their products specified herein are acceptable for and compatible with the roofing and flashing systems designed.
 2. The roofing and flashing system is compatible with the structure.
 3. If their system is used, they would certify that all products delivered to the site will meet or exceed project specification requirements.
 4. They will issue their standard 20-year warranty/bond if roofing system is installed in accordance with project specifications.
 5. A representative of the roofing manufacturer shall inspect the finished installation to verify compliance with manufacturer's published specifications, details, and warranty.

1.03 SUBMITTALS:

- A. Provide catalog sheets for approval on the following and for proposed installation details.
1. Cant, base flashing, counterflashing details.
 2. Expansion and control joints.
 3. Mechanical/electrical equipment curbs.
 4. Roof drains.
- B. Product Data: Submit shop drawings made by manufacturers, including but not restricted to the following:
1. Adhesives
 2. Insulation
 3. Mechanical fasteners
 4. Hot air welding procedures
 5. Manufacturer's specification manual for roofing membrane, all components
 6. Sample copy of manufacturer's warranty/bond
 7. Drawing of outline of roof and size, penetrations, details, etc.
- C. Test Reports: As required from manufacturers to prove quality and type.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Deliver materials in manufacturer's original, unopened containers and rolls with all labels intact and legible.
- B. Deliver materials requiring fire resistance classification packaged with labels attached as required by labeling service.
- C. Deliver materials in sufficient time and quantity to allow continuity of work and compliance with approved construction schedule.
- D. Handle rolled goods in a manner to prevent damage to edge or ends.
- E. Store all materials on clean raised platforms with weather protective covering when stored outdoors.
- F. Store rolled goods as required by manufacturer.
- G. Provide continuous protection of materials against damage or deterioration.
- H. Remove damaged or defective materials from site.
- I. Comply with fire and safety regulations.
- J. Store materials and other temperature-sensitive products in ambient temperature above 60°F. and below 80°F.
- K. Follow respective manufacturer's recommendations.

1.05 JOB CONDITIONS (CAUTIONS AND WARNINGS):

- A. Do not use oil base or plastic roof cement. Do not adhere thermoplastic membrane to low melting point asphalt.
- B. Verify locations of conduit, etc. Repair all electrical systems, etc. that are penetrated or damaged by screws or anchors at no cost to the Owner.
- C. Do not allow waste products (petroleum, grease, oil, or solvents) or direct steam venting to come in contact with thermoplastic roofing system.
- D. Do not expose membrane and accessories to a constant temperature in excess of 80°F.
- E. Cements and bonding adhesives contain petroleum distillates and are extremely flammable. Do not breathe vapors or use near fire.
- F. Materials which may be used in the installation procedure are extremely flammable. Do not use near fire or flame or in a confined or unventilated area. Dispense only from a UL listed or approved safety can and follow all safety rules.
- G. Splicing and bonding surfaces shall be dry and clean.
- H. Cold-temperature installation to strictly follow manufacturer's specified precautions for storage of materials and expose only enough cement and adhesive to be used within a four-hour period. Minimum 50°F. temperature for installation.
- I. Roof surface shall be free of ponded water, ice, or snow to eliminate future condensation problems.
- J. No material which is furnished for this project shall contain asbestos.

1.06 WARRANTY:

- A. Manufacturer's representative shall inspect the installation of the roofing system and upon approval, a 20-year warranty shall be issued. If manufacturer does not issue such approval or warranty, the contractor shall make necessary repairs, additional work, or removal of system and replacement until manufacturer will approve and issue the 20-year warranty--all at no additional cost to the Owner.
- B. ALL materials used in the roofing system installation shall be manufactured by the roofing system manufacturer. NO EXCEPTIONS.
- C. The warranty will be in effect upon notice of completion.
- D. Manufacturer shall provide a warranty with the following MINIMUM provisions:
 - 1. The roof will remain in a watertight condition for a period of 20 years from accepted substantial completion of roof.
 - 2. In the event of leaks or other defects, the roofing system manufacturer shall, at it's own expense, make or cause to be made all repairs necessary to put the roofing system into a watertight, "like new" condition.
 - 3. As a "total systems edge-to-edge" warranty, repairs shall include replacement of:
 - a. Membrane c. Insulation e. Metal flashings
 - b. Membrane flashing d. Vapor barrier
 - 4. Exclusions: Damage to the roofing system resulting from the following conditions is excluded from the warranty:
 - a. Structural deficiencies resulting in movement of roof deck.
 - b. Natural disasters (i.e. hail, flood, lightning, hurricane, earthquake, tornado, etc.).
 - c. Work on roofing membrane by others, without roofing system manufacturer's prior written approval, affecting roofing system.
 - d. Failure of building Owner to promptly (within 30 days) notify roofing system manufacturer of leaks or other defects.
 - e. No additional exclusions will be permitted without written approval of Owner prior to bid opening.
 - 5. The implied warranty of merchantability and the implied warranty of fitness for a particular purpose may not be excluded from the warranty provisions.
 - 6. Manufacturer's total system warranty shall warrant against damage by wind up to and including 72 miles per hour for the period of 20 years.
 - 7. Roofing contractor shall also warranty his work at the site for a period of two (2) years from date of Substantial Completion.
 - 8. Prior to release of retainage amounts, contractor will provide a letter on manufacturer's letterhead stating that they agree to the specifications of this project and that the warranty covers the total system as noted in paragraph 1.06. The manufacturer's warranty shall cover all products, whether made by the manufacturer or not, that are included in the roofing system. If the manufacturer has accepted the installation of the roof system and issued their warranty, the complete roof system is then covered by the warranty and during the warranty period the roofing manufacturer may not back out of the warranty contract by saying "that specific piece of material used in the roofing system installation was not manufactured by us and, therefore, it voids the warranty" or some such similar statement.

1.07 ROOFING AND REROOFING:

- A. Completely remove all the old existing roofing where indicated prior to the application of new materials.
- B. Once materials are removed, new roofing must proceed immediately. Do not remove any more existing roofing than can be replaced in one day's work. The roofing contractor shall leave the building in a watertight condition at the end of each day's work and shall be responsible for any water damage caused to the structure or contents during the reroofing

period.

- C. Install insulation as noted in insulation sections and per manufacturer's printed instructions. Insulation shall be mechanically anchored to deck. Proceed then with new roof membrane.
- D. Raise and extend all existing curbs and re-flash watertight after disconnecting and removing roof-top ventilators, fans and equipment. Reinstall and reconnect all such equipment after curb extensions are completed. Inside of curb extensions shall be covered in sheet metal. Extend electrical work.
- E. Raise and relocate all gas piping, plumbing vents, electrical work, cables, antenna, satellite dishes, etc.

2. PRODUCTS

2.01 MATERIALS:

- A. For the entire system, use materials either manufactured by or certified as compatible by the system manufacturer.
- B. All other manufacturers must be approved prior to bidding.

2.02 MANUFACTURERS:

- A. Design Basis: Carlisle Sure-Weld TPO System.
- B. Firestone, Genflex, Versico, GAF, and Stevens are also approved manufacturers. Meet, at a minimum, all specifications.

2.03 MEMBRANE:

- A. .060" thick, reinforced, minimum 10' wide field sheets, length determined by job conditions, compounded thermoplastic conforming to the following minimum physical properties.

PROPERTY	TEST METHOD	SPECIFICATION
Thickness over scrim	ASTM D4637	0.015 ± 10%
Breaking Strength	ASTM D751	225 lb/ft/in
Color		White
Elongation at Break	ASTM D751	25%
Seam Strength % of Tensile	ASTM D1876	40 lb./ft./in. minimum
Dimension change	ASTM D1204	+/- 1.0% maximum
Tear Resistance	ASTM D751	55 lb/ft minimum
Reinforcing	-	Fiberglass mesh
Low Temperature Bend	ASTM D2136	Pass at -40°F
Accelerated Weathering Xenon Arc	ASTM G26	8,000 hours no loss of any strength
Cracking	-	None

Crazing	-	None
Weight Gain in Water	ASTM D570	4.0% maximum
Dynamic Puncture Resistance	ASTM D5635	7.3 ft/lb pass
Ozone Resistance	ASTM D1149 168 hrs/100 pphm/104°F. (40°C.)/50% Ext.	No Cracks
Static Puncture Resistance	FTM 101C	250 lb/ft minimum

2.04 FLASHING SYSTEM:

- A. Provide flashing system recommended by roofing system manufacturer.
- B. Accessories may include:
 - 1. Cants
 - 2. Counterflashing
 - 3. Construction joints
 - 4. Crickets
 - 5. Expansion joints
 - 6. Mastic pockets
 - 7. Mechanical fasteners
 - 8. Pitch pans for pourable sealer
 - 9. Corners
 - 10. Welding rod
 - 11. Welding machines
- C. Flashing: .060" thick, reinforced, furnished by membrane manufacturer.
- D. Bonding Adhesive: Water-based adhesive, compatible with materials to which the membrane is to be bonded, furnished by membrane manufacturer.
- E. Splicing Adhesive: Furnished by membrane manufacturer.
- F. Water Cut-Off Mastic: Compatible with materials with which it is used, furnished by membrane manufacturer.
- G. Molded Pipe Flashing: Compatible with materials with which it is used, furnished by membrane manufacturer.
- H. Nite Seal: Compatible with materials with which it is used, furnished by membrane manufacturer.
- I. Pourable Sealer: Compatible with materials with which it is used, furnished by membrane manufacturer.
- J. Nailing Strips and Fasteners: Extruded nailing strips and fasteners furnished by membrane manufacturer.
- K. Insulation: Furnished by membrane manufacturer.
- L. Wood Nailers: Pressure-treated preservatives approved by membrane manufacturer.
- M. Hot Air Welding Accessories: As requested by job, furnished by membrane manufacturer.
- N. Splice Cleaner: To clean membrane prior to splicing.

2.05 VAPOR BARRIER:

- A. Provide manufacturer's membrane vapor barrier and adhesive where shown.

2.06 INSULATION FASTENING:

- A. See spec Sections 7210, 7215, 7544 and the drawings.

3. EXECUTION

3.01 PROTECTION OF WHITE OR LIGHT COLORED ROOFS:

- A. New white or light colored roofs to be protected from staining by foot traffic and construction activities at all times.
- B. When working in vicinities of other roof systems such as EPDM or BUR, etc., foot traffic must not cross from black roof onto white roof without cleaning shoes. Foot traffic from black roofs onto white roofs will leave black stains on white roof that cannot be cleaned or removed.
- C. Contractor should use two pairs of shoes/boots or separate footwear covers so that only clean footwear or coverings are used on white roofs.
- D. Contractor shall thoroughly clean all of roof to remove all stains and discolorations prior to completing project.

3.02 INSTALLATION:

- A. Where called for at concrete deck, provide new membrane vapor barrier, fully adhered to concrete deck and parapet with edges sealed and sealed to concrete parapet.
- B. Insulation and HD Cover Board Attachment: Attach all insulation with mechanical fasteners or adhesive as noted to conform to Factory Mutual and membrane manufacturer's printed specifications.
 - 1. Stagger joints in layers.
 - 2. Perimeter edge or roofing shall be level and uniform unless noted otherwise. Provide sufficient wood blocking and insulation.
 - 3. Top of insulation to be level with top of blocking. Do not allow ponding or damming.
- C. Mechanical Fasteners:
 - 1. Install with metal discs.
 - 2. Install with proper length.
 - 3. Install per manufacturer's and warranty requirements.
- D. Adhesive Fastening:
 - 1. Thoroughly and properly clean deck and substrate surface per manufacturer's requirements. At a minimum, broom sweep all surfaces clean.
 - 2. Perform adhesive tests at each deck/substrate type. Minimum one test per 10,000 SF of each substrate type.
 - 3. Thoroughly and properly mix adhesive per manufacturer's instructions. Apply in sufficient quantity to glue insulation to deck.
 - 4. Adhesive to provide full coverage between insulation to deck and insulation to insulation.
 - 5. Weight down insulation while adhesive sets.
 - 6. Re-glue insulation as needed.
 - 7. Install per manufacturer's and warranty requirements.
- E. Membrane:
 - 1. Position roofing membrane over approved substrate without stretching.

2. Allow membrane to relax approximately 1/2 hour prior to handling.
3. Fold sheet back so half of underside of sheet is exposed. Sheet fold shall be smooth, no wrinkles or buckles.
4. Apply bonding adhesive evenly, no globs or puddles, with a notched squeegee. Adhesive shall be applied to only the substrate. One gallon of bonding adhesive applied correctly will cover approximately 50 SF of finished surface. Do not allow adhesive to dry. Do not apply adhesive at seam areas.
5. Roll membrane into adhesive, avoid wrinkles.
6. Press membrane firmly into adhesive with a foam-covered, water-filled roller; achieve maximum contact.
7. Fold back the unbonded half of the sheet and repeat bonding procedures.
8. Apply adjoining sheets in same manner, lapping edges a minimum of 3". Do not apply bonding adhesive to the splice area.
9. Extend membrane past roof edge and a minimum of 3" down face of wall at all roof edges. Cover with aluminum flashing, gutter, etc. as detailed. Flash watertight.
10. Clean all seam areas prior to welding.

F. Hot Air Welding of Seams:

1. General:
 - a. All seams shall be hot-air welded. Seam overlaps should be 3" (75mm) wide when automatic machine welding and 4" (100mm) wide when hand welding, except for certain details.
 - b. Welding equipment shall be provided by or approved by manufacturer. All mechanics intending to use the equipment shall have successfully completed a training course provided by manufacturer prior to welding.
 - c. All membrane to be welded shall be clean and dry.
2. Hand Welding: Hand welded seams shall be completed in two stages. Hot air welding equipment shall be allowed to warm up for at least one minute prior to welding.
 - a. The back edge of the seam shall be welded with a narrow but continuous weld to prevent loss of hot air during the final welding.
 - b. The nozzle shall be inserted into the seam at a 45-degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to "flow", the hand roller is positioned perpendicular to the nozzle and pressed lightly. For straight seams, the 1½" (40mm) wide nozzle is recommended for use. For corners and compound connections, the ¾" (20mm) wide nozzle shall be used.
3. Machine Welding:
 - a. Machine welded seams are achieved by the use of automatic welding equipment. When using this equipment, manufacturer's instructions shall be followed and local codes for electric supply, grounding and over current protection observed. Dedicated circuit house power or a dedicated portable generator is recommended. No other equipment shall be operated off the generator.
 - b. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.
4. Quality Control of Welded Seams: The applicator shall check all welded seams for continuity using a rounded screwdriver. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark grey material from the underside of the top membrane. On-site evaluation of welded seams shall be made daily by the applicator to locations as directed by the Owner's representative. One-inch (25mm) wide cross-section samples of welded seams shall be taken at least three times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the applicator at no extra cost to the Owner.

G. Perimeter Anchoring: Wood nailers shall be installed at the perimeter of each roof level,

curb flashing, expansion joint, and similar penetrations as follows. Height and quantity of wood nailers to match insulation thickness.

1. Nailing strips shall be mechanically fastened into roof deck, as shown on manufacturer's details. Space fasteners at 12" o.c.
 - a. Top of mechanical fasteners shall be set flush with the top surface of the nailing strip. Space mechanical fasteners a maximum 12" o.c. starting 1" from the end.
 - b. Cut ends of the nailing strip on a 45° angle to eliminate a sharp offset at this point.
 - c. Where the use of the nailing strip interferes with the flow of the surface water, it will be stopped, separated by a 6" space, then started again.
 - d. After mechanically fastening the nailing strip it will be sealed with a 6" wide strip of flashing, using adhesive and lap sealant on all edges.
 - e. Wherever the roof changes in plane, at all perimeters and around projections larger than 18" on a side, membrane restraint shall be used as described above.
 2. Wood nailer shall be installed at the gravel stop or drip edge perimeter of each roof level.
- H. Flashing: Perimeter flashing and flashing around vents, skylights, curbs of fans and other HVAC units, etc., shall be done with flashing using the longest pieces practicable. All flashings and terminations shall be done in accordance with manufacturer's standard details.
1. Complete splice between flashing and main roof sheet before bonding flashing to vertical surface. Splice shall extend at least 3" beyond the fasteners which attach the membrane to the horizontal surface.
 2. All flashing shall be sealed to membrane by hot air welding.
 3. Flash all penetrants (pipes, conduits, etc.) passing through the membrane.
 - a. Flash pipe with molded pipe flashings where installation is possible.
 - b. Where molded pipe flashings cannot be installed, use field fabricated pipe seals.
 - c. In reroofing, remove existing lead pipe flashing.
 4. Expansion Joints: See manufacturer's standard details.
 5. Seal clusters of pipes and unusual-shaped penetrations with 2" minimum pourable sealer. Use pitch pocket type seal as shown in manufacturer's standard details.
- I. Daily Seal: Care should be exercised to insure that the water does not flow beneath any completed sections of roof. Temporarily seal loose edge of membrane with nite sealer when weather is threatening.

3.03 WOOD BLOCKING:

- A. Provide treated wood blocking at all shown and required locations.
- B. Height of new and/or existing wood blocking to match height of uniform thickness and tapered thickness insulation and related materials at completion of the project. Height of blocking to be field verified and coordinated with actual insulation installed in project. Coordinate with roofing contractor and roof insulation supplier as necessary.
- C. Details shown in drawings are typical details and they may not be representative of all actual detail situations at various locations. Contractor to coordinate with actual installed conditions. Roof edge to be level unless noted otherwise.
- D. In his Base Bid contractor shall provide all necessary wood blocking to correct height.

3.04 FIELD QUALITY CONTROL:

- A. System manufacturer shall provide on-site observation and instructions during installation.

System manufacturer shall inspect completed installation for their approval.

3.05 ADJUST AND CLEAN:

- A. Carefully inspect all completed work. Correct all defects.
- B. Clean up adhesive, mastic spills, scraps, splatterings. Remove surplus materials.
- C. Provide adequate protection of completed work until substantial completion. Prevent traffic, storage or movement of materials or equipment on completed roofing.
- D. Clean up all rubbish, debris, surplus materials, tools and equipment and remove from site.
- E. Verify locations of conduit, etc. Repair all electrical systems, etc. that are penetrated or damaged by screws or anchors at no cost to the Owner.
- F. Repair all damage caused by this project.

3.06 REROOFING EXISTING EQUIPMENT:

- A. See Part 1 of this section for basic reroofing requirements.
- B. All existing roof-top equipment such as (but not restricted to) exhaust fan ventilators, heating/air conditioning units, flues, roof hatches, etc., shall be disconnected including electric power where it occurs, and raised on new curb extensions to accommodate the increased insulation thickness. After reroofing and flashing of curb extensions is complete, replace the roof-top units, flash watertight and reconnect with appropriate electric power, duct extensions, piping, etc. to reinstate units to their operating condition. Provide minimum 8" curb above new roofing and insulation.
- C. Extend and raise in an approved manner all vents, roof drains, pitch pans, expansion joints, etc. to accommodate the increased roof insulation thickness. Provide minimum 8" above new roofing and insulation.

3.07 EXISTING GAS PIPING/PIPE STANDS:

- A. Existing Gas Piping: Disconnect existing gas piping and raise so new reroofing can be done. Then reconnect gas piping to an operable condition with the replaced/reconnected gas piping setting on new pipe stands as specified below.
- B. Pipe Stands: Furnish and install new pipe stands under the raised existing gas piping spaced at 8' to 10' apart. Pipe stands shall be Miro Industries Model No. 24R (800/768-6978) pillow block type pipe stands for up to 4" pipe. Install with an extra two layers of single-ply membrane under pipe stands. Install as shown on manufacturer's printed instructions. Do not nail or screw pipe stands through roof membrane. WOOD BLOCKING IS NOT ALLOWED.

3.08 ELECTRICAL CONDUIT:

- A. Existing Electrical Conduit: Disconnect existing electrical conduit and raise so new reroofing can be done. Then reconnect electrical conduit to an operable condition with the replaced/reconnected electrical conduit setting on new pipe stands as specified below.
- B. Pipe Stands: Furnish and install new pipe stands under the raised existing electrical conduit spaced at 8' to 10' apart. Pipe stands shall be Miro Industries Model No. 2 fixed "V" type conduit stand, pillow block type pipe stands, for up to 4" pipe. Install with an extra two layers of single-ply membrane under pipe stands. Install as shown on manufacturer's printed instructions. Do not nail or screw pipe stands through roof

membrane.

3.09 ADDITIONAL ROOFING PROTECTION:

- A. Install additional layers and thicknesses of roofing membrane as shown or required.
- B. Provide walk pads or additional layers at the following locations (but not limited to these): hatch, kitchen exhaust fan, roof-top units, roof-top ductwork supports, rail curbs, downspouts from higher roofs, pipe/conduit stands, ladders, etc.

3.10 REROOFING AND INSULATION OUTLINE:

- A. Public Works Building - All Areas Except Where Noted - Base Bid:
 - 1. Metal deck over bar joist, structure slopes
 - 2. Remove existing ballast, EPDM membrane, and flashings. Existing 12" EPS and 3/4" Perlite board insulation to remain.
 - 3. Install new EPS tapered insulation, crickets, edge strips, wood blocking, etc.
 - 4. Install new mechanically attached 1/2" HD cover board
 - 5. Install new fully adhered TPO membrane and flashing
- B. Public Works Building Roof at Truck Wash Bay as Noted - Base Bid:
 - 1. Concrete flat plank roof structure
 - 2. Remove existing ballast, EPDM roofing, insulation, vapor barrier, and flashing
 - 3. Install new vapor barrier with adhesive.
 - 4. Install new fully adhered tapered and uniform thickness EPS insulation, minimum 12", 1/8" per foot taper, crickets, edge strips, etc. with adhesive. Install new wood blocking.
 - 5. Install new adhesive attached 1/2" HD cover board
 - 6. Install new fully adhered TPO membrane and flashing
- C. Public Works Building All Areas Noted Alternate No. 1:
 - 1. Metal deck over bar joist, structure slopes
 - 2. Remove existing ballast, EPDM membrane, and flashings. Existing 12" EPS and 3/4" Perlite board insulation to remain.
 - 3. Install new EPS tapered insulation, crickets, edge strips, wood blocking, etc.
 - 4. Install new mechanically attached 1/2" HD cover board
 - 5. Install new fully adhered TPO membrane and flashing

END 7544.

1. GENERAL

1.01 DESCRIPTION:

- A. Work includes furnishing all materials and labor required for installation of flashing and sheet metal work shown on drawings and specified herein. Work includes all caulking work in connection with concealed portions of counterflashing.

1.02 QUALITY ASSURANCE:

- A. Conform to the requirements of applicable codes and ordinances.
- B. All sheet metal work shall conform to the recommended standards and details of the Architectural Sheet Metal Manual (ASMM) of the Sheet Metal and Air Conditioning Contractors National Association, Inc. of Washington, D.C., latest edition.
- C. All work shall be performed by experienced men.
- D. All materials to be manufactured by the roofing system manufacturer. See Section 7544.

1.03 SUBMITTALS:

- A. Shop Drawings: Submit shop drawings for all sheet metal work, including the following:
 - 1. Gravel stops
 - 2. Fascias
 - 3. Roof edges
 - 4. Counterflashing
- B. Show joints, types and location of fasteners, special shapes and accessories.
- C. Warranty: Flashings shall be a part of the roofing warranty. See Section 7544.

2. PRODUCTS

2.01 MATERIALS:

- A. Aluminum Material:
 - 1. ASTM A526-71, commercial quality, smooth texture.
 - 2. Kynar 555 with 70% Kynar baked enamel finish. Architect to select colors from manufacturer's standard color chart.
 - 3. Minimum thickness 0.032, see drawings.
 - 4. Copings 0.050 min. thickness
 - 5. Flashings and counterflashings 0.032 min. thickness
 - 6. Smooth stucco texture.
 - 7. Accessories, screws, etc., in matching colored finish.
- B. Fasteners:
 - 1. Nails: Aluminum material, flat head, wire, barbed, slating type, FS FF-N-105, colored to match.
 - 2. Screws: Self-tapping sheet metal type, neoprene gasket, stainless steel material, colored to match.
 - 3. Rivets: Same material, type and size recommended by sheet metal manufacturer. Colors to match.
- C. Expansion Anchors: FS FF-B-588.

- D. Sealant: One part polysulfide per Section 7900.
- E. Bituminous Plastic Cement: FS TT-C-494, Type I.
- F. Asphalt Coating Compound: FS TT-C-494, Type II.
- G. Underlayment: Asphalt saturated, unperforated fiberglass felt, ASTM D-250, 15 lb. type.
- H. Slip Sheet: Building paper, FS UU-B-790, Type I, Grade A, Style 1B.
- I. Splash Pans: Furnish to roofer 0.032 thickness aluminum splash pans where downspouts spill onto lower roof. Pans to be approximately 12" x 24" with tapered pitch, one for each such downspout.

2.02 FABRICATION:

- A. Cleats: Minimum width 2"; same material and thickness as sheet metal.
- B. Reglets: Same material and thickness as sheet metal. Shop formed corners and joint connectors.

3. EXECUTION

3.01 INSTALLATION:

- A. General:
 - 1. Install work watertight and windtight without waves, warps, buckles, fastening stresses or distortion, allowing for expansion and contraction.
 - 2. Hem exposed edges.
 - 3. Angle bottom edges of exposed vertical surfaces to form drips.
- B. Seams: Per ASTM Plates 99 and 100.
- C. Joints:
 - 1. Use concealed backup plate type joint for all gravel stops and highly visible flashings (ASMM Plate 42).
 - 2. Use lap seams for counterflashing, roof edges and miscellaneous flashing.
- D. Cleats:
 - 1. Spacer Cleats:
 - a. 2 ft. o.c.
 - b. Secure to substrate with fasteners and cover heads with cleat tabs.
 - 2. Continuous Cleats: Secure to substrate with fasteners spaced 1 ft. o.c.
- E. Reglets: Install in accurate locations, straight, in-line, and with leakproof joints.
- F. Sealant Installation: Apply 1/4" diameter bead, centered on full length of joint.
- G. Bituminous Plastic Cement: Trowel 1/8" thick.
- H. Painting: Apply 7.5 mil dry film thickness asphalt coating compound to each contacting metal face of dissimilar metals.
- I. Roof Counterflashing:
 - 1. Overlap base flashing 4" minimum, two-piece counterflashing.
 - 2. Install bottom edge tight against base flashing.

3. Lap seam vertical joints 3" minimum and apply sealant.
4. Miter, lap seam, and close corner joints with sealant and cement.

J. Gravel Stops/Roof Edge:

1. Form gravel stop 1" minimum height.
2. Fabricate joints with backup plate type spaced 12 ft. apart maximum.
3. Fill roof flange joints with bituminous plastic cement.
4. Lock drip edge over spacer cleats secured to substrate.
5. Extend roof flange 4" on top of roofing, set in plastic cement bed, and secure to substrate with nails spaced in accordance with roofing specification.
6. Miter and bend round corners 12" minimum.

K. Roof Penetration Flashing:

1. Base Flashing:
 - a. Extend flange onto roof 6" minimum away from penetration.
 - b. Extend flange upward around penetration to at least 8" above roofing top surface.
 - c. Fold back upper and side roof flange edges 1/2" minimum.
 - d. Solder lap joints.
2. Counterflashing:
 - a. Overlap base flashing 1" minimum with storm collar sloped away from penetration.
 - b. Secure to penetration with drawn band and sealant.

L. Existing Roofing: At existing roofing, extend new gravel stops, roof edges, flashings, copings, etc. so that new work covers existing sheet metal and extends to cover all wood blocking.

M. Roof edge to be level.

3.04 REPAIRING:

- A. Repair or replace damaged work.

3.05 CLEANING:

- A. Leave work clean and free of stains, scrap and debris.

END 7600.

1. GENERAL

1.01 DESCRIPTION:

- A. Provide all labor, materials, tools and equipment necessary for the installation of all sealants and caulking as required by the drawings and as specified herein.
- B. The following elements of the work shall be caulked or sealed:
 - 1. All new exterior metal to masonry, metal to metal, and wood to metal or masonry joints.
 - 2. Other open joints as detailed.
 - 3. Perimeter of all grills and louvers.
 - 4. Expansion joints and other soft joints.
 - 5. Roof edging - under side

2. PRODUCTS

2.01 EXTERIOR SEALANT (CAULKING):

- A. Material for exterior caulking shall be one part polyurethane sealant; Tremco Dymeric Dymonic; BASF Master Seal NP1; or Pecora Dyna-Trol I.
- B. Color selected by Architect. Provide minimum 12 color choices.
- C. Three colors may be selected.

2.02 PREFORMED COMPRESSIBLE FOAM SEALANTS:

- A. Butylene Impregnated Foam Sealant: Preformed sealant strips of non-drying butylene compound saturating an open-cell flexible, compressible foam of polyurethane or other weather-resistant and permanently elastic material; formulated to provide a watertight joint with adhesive bond to joint surfaces when compressed in the joint to 50% of normal strip dimensions; non-staining and non-migrating; paintable.
 - 1. Provide one of the following products:
 - a. Polytite; Polytite Mfg. Corp. of Cambridge, MA.
 - b. Expandable J.F. Strips: Phoenix Building Products, Inc.

2.03 MISCELLANEOUS MATERIALS:

- A. Joint Cleaner: Provide the type of joint cleaning compound recommended by the sealant or caulking compound manufacturer for the joint surfaces to be cleaned.
- B. Joint Primer/Sealer: Provide the type of joint primer/sealer recommended by the sealant manufacturer for the joint surfaces to be primed or sealed.
- C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.
- D. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

3. EXECUTION

3.01 INSTALLATION:

- A. Surfaces to be caulked shall be sound, clean, dry and free of all foreign matter. Apply sealants with standard caulking equipment in strict accordance with the printed instructions of the manufacturer. Provide backup material as indicated or required.
- B. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.
- C. Install bond breaker type wherever shown and wherever required by the sealant manufacturer.
- D. All sealant applications to be neat, clean and straight with no indents or fingerprints, sags, runs, or skips. Do not overfill. Do not smear over adjacent surfaces.
- E. Clean all adjacent surfaces of excess sealant.
- F. Backer rod or bond breaker tape is generally required at all joints.
- G. All sealant beads to be smooth, uniform in character, and pleasing in appearance. Clean overlaps, etc.

END 7900.

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Nick Schmuecker 563-327-5162
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the CY20 General Street Resurfacing Program, CIP #35042. [Wards 3, 4, 5, & 6]

Recommendation:
Adopt the Resolution.

Background:
This program is intended to rehabilitate asphalt streets as part of the City-wide pavement maintenance program.

The program is scheduled to be bid yet this spring with construction to start early summer. Funding for the CY20 General Street Resurfacing Program is established within CIP #35042. The current estimate is \$1,200,000.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	2/26/2020 - 4:47 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:12 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:48 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLUTION approving the plans, specifications, forms of contract, and estimate of cost for the CY20 General Street Resurfacing Program, CIP #35042. [Wards 3, 4, 5, & 6]

WHEREAS, on the 26th day of February, 2020, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the CY20 General Street Resurfacing Program, CIP #35042.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said CY20 General Street Resurfacing Program.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Schadt 563-326-7923
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving and adopting the preliminary plans and specifications and plats and schedules covering the FY20 Alley Resurfacing Program, CIP #35038. [Wards 4 & 6]

Recommendation:
Adopt the Resolution.

Background:

This program involves the resurfacing of one alley with Hot Mix Asphalt (HMA). This is an assessment program where 50% of the total cost to reconstruct or resurface the alley is paid for by the City and the other 50% is paid for by the abutting property owners based on the size of their lot. The resident requesting to have their alley reconstructed or resurfaced would have to obtain the necessary signatures on a petition prepared by the City with over 50% of the owner-occupied property abutting the alley.

The City received and has accepted two petitions for this work. The first alley is the east-west alley between W 16th St and W 15th St from Myrtle St to 1521 Marquette St and north-south from W 15th St. to W 16th St. The second alley is the east-west alley between E River Dr and Wood Ln from Forest Rd to the alley end. The program cost for both alleys is currently estimated at \$160,200 and are budgeted in CIP #35038. Due to the assessments, half of the project expense would eventually be recouped by the City. This Resolution approving the plats and preliminary assessment schedules and the proposed project cost is a requirement of state law covering the special assessment procedure.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Preliminary Schedule

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	2/26/2020 - 4:15 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:14 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:58 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving and adopting the preliminary plans and specifications and plats and schedules covering the 2020 Alley Resurfacing Program.

WHEREAS, this Council has adopted a preliminary resolution pursuant to Section 384.42 of the Code of Iowa, covering the 2020 Alley Repair Program (herein referred to as the "Improvement Project"); and

WHEREAS, in accordance with such preliminary resolution, the Project Engineers have prepared preliminary plans and specifications, an estimated cost of the work, and plats and preliminary schedules and have filed the same with the Clerk; and

WHEREAS, this Council has determined the valuation of each lot proposed to be assessed for such Improvement Project and such valuations are now shown on the schedules, and this Council deems it advisable that the said preliminary plans and specifications, estimated cost of the work and plats and preliminary schedules should be approved.

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

- A. That the preliminary plans and specifications referred to in the preamble hereof be and the same are hereby approved.
- B. That the plats and schedules and estimate of cost are hereby ratified and approved.
- C. That this Council proposes to proceed with the Improvement Project and a proposed resolution of necessity shall be prepared in accordance with provisions of the Code of Iowa.
- D. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

FY20 Alley Resurfacing Part 1

Alley 1

A

Parcel	Address	Deed1 Name	Deed1 Addr	Deed1 CSZ	Assessed Value	Property Value Limit	Parcel Area (SF)	Assessed Area (SF)	Allocated Proportion	Assessment Amount	Deficiency
G0016-14	1528 N MYRTLE ST	JERRY D COX	1528 MYRTLE ST	DAVENPORT IA 52804	\$ 131,040.00	\$ 32,760.00	7,200	7,200	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-15	1107 W 16TH ST	LINDA JOHNSON	1107 W 16TH ST	DAVENPORT IA 52804-3707	\$ 93,100.00	\$ 23,275.00	7,200	7,200	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-16	1111 W 16TH ST	LISA E COONEY	1111 W 16TH ST	DAVENPORT IA 52804-3707	\$ 155,290.00	\$ 38,822.50	14,400	14,400	\$ 2,324.00	\$ 2,324.00	\$ -
G0016-17	1121 W 16TH ST	LORAN C OUDERKIRK	1121 W 16TH ST	DAVENPORT IA 52804	\$ 102,320.00	\$ 25,580.00	7,200	7,200	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-18	1127 W 16TH ST	BERNARD J MASTERSON	1127 W 16TH ST	DAVENPORT IA 52804	\$ 96,130.00	\$ 24,032.50	7,200	7,200	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-19	1131 W 16TH ST	HALEY D WIKOFF	1131 W 16TH ST	DAVENPORT IA 52804	\$ 104,180.00	\$ 26,045.00	7,200	7,200	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-20	1203 W 16TH ST	HAGEN HELEN J	1203 W 16TH ST	DAVENPORT IA 52804	\$ 113,410.00	\$ 28,352.50	7,200	7,200	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-21	1211 W 16TH ST	DONALD LINNENKAMP	1211 W 16TH ST	DAVENPORT IA 52804	\$ 111,290.00	\$ 27,822.50	6,825	6,825	\$ 1,102.00	\$ 1,102.00	\$ -
G0016-22	1215 W 16TH ST	PATRICIA CONNELLY	1215 W 16TH ST	DAVENPORT IA 52804-3709	\$ 84,000.00	\$ 21,000.00	6,825	6,825	\$ 4,547.00	\$ 4,547.00	\$ -
G0016-23	1531 MARQUETTE ST	CHRISTINE LUCAS	1531 MARQUETTE ST	DAVENPORT IA 52804	\$ 107,210.00	\$ 26,802.50	7,975	7,975	\$ 1,813.00	\$ 1,813.00	\$ -
G0016-24	1527 N MARQUETTE ST	PAIGE EDNA BANKSON	1527 N MARQUETTE ST	DAVENPORT IA 52804-3753	\$ 93,240.00	\$ 23,310.00	7,975	7,975	\$ 1,813.00	\$ 1,813.00	\$ -
G0016-25	1521 MARQUETTE ST	RANDONE JERRY R	1521 MARQUETTE ST	DAVENPORT IA 52804	\$ 74,180.00	\$ 18,545.00	7,975	7,975	\$ 1,813.00	\$ 1,813.00	\$ -
G0016-26	1515 MARQUETTE ST	LC FIRST FINANCIAL GROUP	1987 SPRUCE HILLS DR	BETTENDORF IA 52722	\$ 108,570.00	\$ 27,142.50	10,875	10,875	\$ 2,473.00	\$ 2,473.00	\$ -
G0016-27	1501 MARQUETTE ST	PILGRIM NAZARENE CHURCH INC	618 W 8TH ST	DAVENPORT IA 52803	\$ 215,520.00	\$ 53,880.00	13,050	13,050	\$ 2,967.00	\$ 2,967.00	\$ -
G0016-31	1106 W 15TH ST	JOHN T IMMESOETE	1106 W 15TH ST	DAVENPORT IA 52804-3702	\$ 274,970.00	\$ 68,742.50	15,360	15,360	\$ 3,486.00	\$ 3,486.00	\$ -
G0016-33	1114 W 15TH ST	BRIAN R HEIDGERKEN	1114 W 15TH ST	DAVENPORT IA 52804	\$ 118,750.00	\$ 29,687.50	7,680	7,680	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-34	1118 W 15TH ST	PETERSEN JR ANDREW R	1118 W 15TH ST	DAVENPORT IA 52804	\$ 76,620.00	\$ 19,155.00	7,680	7,680	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-35	1200 W 15TH ST	LOAN T HUGNH	1200 W 15TH ST	DAVENPORT IA 52803	\$ 93,730.00	\$ 23,432.50	7,680	7,680	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-36	1202 W 15TH ST	KEVIN A KOPP	1202 W 15TH ST	DAVENPORT IA 52804	\$ 105,690.00	\$ 26,422.50	7,680	7,680	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-37	1204 W 15TH ST	JOSHUA J COLLINS	1204 W 15TH ST	DAVENPORT IA 52804-3704	\$ 109,070.00	\$ 27,267.50	7,680	7,680	\$ 1,162.00	\$ 1,162.00	\$ -
G0016-38	1206 W 15TH ST	ERIC A HACKBARTH	1206 W 15TH ST	DAVENPORT IA 52804	\$ 104,240.00	\$ 26,060.00	7,280	7,280	\$ 1,102.00	\$ 1,102.00	\$ -
G0016-39	1212 W 15TH ST	RICHARD E BUCKMASTER	1212 W 15TH ST	DAVENPORT IA 52804	\$ 99,280.00	\$ 24,820.00	7,280	7,280	\$ 4,877.00	\$ 4,877.00	\$ -

Alley 2

A

Parcel	Address	Deed1_Name	Deed1_Addr	Deed1_CSZ	Assessed Value	Property Value Limit	Parcel Area (SF)	Assessed Area (SF)	Allocated Proportion	Assessment Amount	Deficiency
E0041-10A	2745 WOOD LN	JANE L SCHNEIDER TRUST	2745 WOOD LN	DAVENPORT IA 52803-3628	\$ 247,160.00	\$61,790.00	14,342	14,342	\$ 4,753.85	\$ 4,753.85	\$ -
E0041-11	2737 WOOD LN	RONALD L RIMRODT	2737 WOOD LN	DAVENPORT IA 52803	\$ 231,300.00	\$57,825.00	14,500	14,500	\$ 5,423.08	\$ 5,423.08	\$ -
E0041-12	2727 WOOD LN	JEFFREY M WRIGHT	2727 WOOD LN	DAVENPORT IA 52803-3628	\$ 551,490.00	\$137,872.50	13,923	13,923	\$ 6,646.15	\$ 6,646.15	\$ -
E0041-13	2711 WOOD LN	RODNEY B DENSE	2711 WOOD LN	DAVENPORT IA 52803	\$ 381,950.00	\$95,487.50	20,558	20,558	\$ -	\$ -	\$ -
E0041-15	5 FOREST RD	LINDA CLINE CHANDLER LIVING TRUST	3502 COVENTRY GARDENS DR	LAS VEGAS NV 89135	\$ 975,330.00	\$243,832.50	38,665	38,665	\$ 10,153.85	\$ 10,153.85	\$ -
E0041-17	2726 E RIVER DR	ELOISE A SMIT	2726 E RIVER DR	DAVENPORT IA 52803	\$ 415,020.00	\$103,755.00	24,510	24,510	\$ 6,000.00	\$ 6,000.00	\$ -
E0041-18	2736 E RIVER DR	DAVID M FREUND	2736 E RIVER DR	DAVENPORT IA 52803-3623	\$ 307,740.00	\$76,935.00	12,920	12,920	\$ 6,023.08	\$ 6,023.08	\$ -

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Schadt 563-326-7923
Wards:

Action / Date
3/11/2020

Subject:
Resolution awarding the contract for the 11th St reconstruction from Wisconsin Ave to Hidden Valley Dr to Tri-City Blacktop, Inc of Bettendorf, IA in the amount of \$448,942.50, CIP #35040. [Ward 1]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on January 24, 2020 and sent to contractors. On February 20, 2020, the Purchasing Division opened and read seven bids. See attached bid tab.

Tri-City Blacktop, Inc of Bettendorf, IA was the lowest responsive and responsible bidder. Tri-City Blacktop Inc has successfully performed work for the City of Davenport in the past.

Funding for this project is from the CIP account 70064680 530350 35040 Neighborhood Street Repair Program.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	2/26/2020 - 3:56 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:11 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:59 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the 11th St Reconstruction from Wisconsin Ave to Hidden Valley Dr project to Tri City Blacktop Inc of Bettendorf, IA in the amount of \$448,942.50, and authorizing Mayor Mike Matson or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the 11th St Reconstruction from Wisconsin Ave to Hidden Valley Dr project; and

WHEREAS, Tri City Blacktop Inc of Bettendorf, IA was the lowest responsive and responsible bidder;

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

1. Approving the contract for the 11th St Reconstruction from Wisconsin Ave to Hidden Valley Dr project to Tri City Blacktop Inc of Bettendorf, IA; and
2. Mayor Mike Matson or designee is authorized to sign and manage any related agreements;

Attest:

Approved:

Brian Krup
Deputy City Clerk

Mike Matson
Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 11TH ST RECONSTRUCTION WISCONSIN TO HIDDEN
VALLEY

BID NUMBER: #20-88

OPENING DATE: FEBRUARY 20, 2020

GL ACCOUNT NUMBER: CIP 35040 NEIGHBORHOOD ST REPAIR PROGRAM

RECOMMENDATION: AWARD THE CONTRACT TO TRI CITY BLACKTOP
INC OF BETTENDORF IA

<u>VENDOR NAME</u>	<u>BID AMOUNT</u>
Tri City Blacktop Inc of Bettendorf IA	\$448,942.50
Manatts Inc – Eastern Iowa Division Camanche IA	\$468,080.72
Hawkeye Paving Corporation Inc of Bettendorf IA	\$475,941.00
Langman Construction Inc. of Rock Island IL	\$499,537.97
McCarthy Improvement Company of Davenport IA	\$518,245.40
Valley Construction Company of Rock Island IL	\$523,568.77
Brandt Construction Co. of Milan IL	\$674,116.35

Approved By Kristi Keller 2/24/2020
Purchasing Date

Approved By Nicole Gleason 2/24/2020
Dept. Director Date

Approved By Brandi Coz 2-25-2020
Budget/CIP Date

Approved By Bm 2-26-2020
Chief Financial Officer Date

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: John Powell 563-888-2150
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving a contract amendment with the Iowa Department of Transportation and the Federal Transit Administration extending the current contract to provide transportation alternatives during the I-74 Bridge Reconstruction through June 30, 2021. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
To help reduce bridge traffic during the replacement of the I-74 Bridge Corridor, the Quad Cities transit systems identified two express commuter routes that are providing commuters with a reliable option for cost-effective transportation and reduce the number of vehicles crossing the bridge thereby further enhancing congestion mitigation efforts.

Davenport CitiBus is responsible for operating these routes and with the anticipated delay in the construction process of the I-74 Bridge it is recommended to extend this contract through June 30, 2021.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	2/27/2020 - 1:15 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 1:20 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 10:04 AM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving a contract amendment with the Iowa Department of Transportation and the Federal Transit Administration extending the current contract to provide transportation alternatives during the I-74 Bridge Reconstruction through June 30, 2021.

WHEREAS, the current agreement has been in effect since October 1, 2018 and set to expire March 31, 2020; and

WHEREAS, this contract amendment will extend the agreement 18 months and will be effective through June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa: that the contract amendment is hereby accepted.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk



Office of Public Transit

www.iowadot.gov/transit

800 Lincoln Way, Ames IA 50010

January 28, 2020

John Powell, General Manager
Davenport CitiBus
1200 East 46th St.
Davenport, Iowa 52807

RE: FY19 CMAQ Section 5307
Agreement No.: IA-2018-007-01-00-182-FY19
Contract 20251
Amendment 1

Dear John:

Enclosed are two amendments to the 5307 agreement for the administration of two express commuter routes and rehabilitation of four Davenport City buses. As discussed, this amendment extends the end date from March 30, 2020 to June 30, 2021.

Please have the designated signatory for the transit agency, sign both originals for each contract. One original for each agreement should be returned to the Office of Public Transit at 800 Lincoln Way, Ames, Iowa 50010. The other original is for your files.

Please be aware that Part II of this agreement, and the appendices referenced in Item 3.A(2) of Part II, which are incorporated by reference, may be found on our website at http://www.iowadot.gov/transit/joint_participation.html.

If you have any questions, please contact me at 515-239-1132, or by email at brent.paulsen@iowadot.us.

Sincerely,

A handwritten signature in black ink that reads 'Brent Paulsen'.

Brent Paulsen
Transit Programs Administrator
Office of Public Transit

**TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA)
CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (CMAQ)
[CFDA 20.507]**

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5307 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **City of Davenport (Citibus)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Federal Transit Administration Grant IA-2018-007-01-00 (CMAQ -- executed by FTA on 5-9-18) includes the project detailed below, programmed for the AGENCY for the Federal Fiscal Year 2019:

Service	Expense	FTA Activity Line Item	Iowa Federal Participation	Primary Road Fund	%
18 32 months	Operating	30.80.01	\$648,310	\$162,078	80/20
18 months	Capital (Bus Rehab)	11.14.01	\$448,000	\$112,000	80/20
	18 Month Total		\$1,096,310	\$274,078	

Therefore, it is agreed as follows:

1. Project Information

- a. The AGENCY shall be the lead local governmental agency for carrying out the provisions of this agreement. The DEPARTMENT will assist and advise the AGENCY at all stages of the project.
- b. All notices required under this agreement shall be made in writing to the DEPARTMENT's and/or the AGENCY's contact person. The DEPARTMENT's contact person shall be the Transit Program Administrator. The AGENCY's contact person shall be the Transit Administrator.
- c. The AGENCY shall be responsible for the development and procurement of the following:

Two express commuter routes and rehabilitation of four Davenport City buses. Davenport Citibus will operate these two routes that will run Monday – Friday, and will involve the rehabilitation of four Davenport Citibus buses. Route 1 is from Burlington Coat Factory in Bettendorf to Center Station in Moline, and will have 30 minute headways during morning peak hours (5:15 a.m. – 8:45 a.m.) afternoon peak hours (2:45 p.m. – 6:45 p.m.), and 60-minute service during the midday. Route 2 is from Burlington Coat Factory in Bettendorf to District Station in Rock Island, and will have 60-minute service from 5:15 a.m. – 6:45 p.m. The duration of the service is ~~eighteen~~ **thirty-two** months, with it beginning October, 2018 and ending ~~March, 2020~~ **June 30, 2021**. Davenport Citibus will contract with Iowa DOT for the rehab of the four buses to be used in the service by Citibus, and operating expenses in Iowa not-to-exceed the cost per the table above.

- d. The AGENCY shall contract for and manage the Express Commuter service.

The DEPARTMENT will provide funding for the Express Commuter service which is expected to begin October 2018 and end March 2020.

2. Project Estimates and Funding Sources

- a. The estimate of costs for the project are as stated above and in Exhibit A (attached).

3. Service

- a. The AGENCY shall be responsible for monitoring the service and shall initiate adjustments to the services based on the level of passenger demand. AGENCY will provide contractor 90 days' notice to the DEPARTMENT in the event of a change.

4. General Provisions

- a. This Agreement may be terminated by either party in accordance with this Section in whole or in part whenever either party determines, that such termination is in their best interest. Any such termination shall be effected by delivery to the other party of a notice of termination, provided not less than 90 calendar days prior to the termination date, specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.
- b. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- c. This agreement is not assignable without the prior written consent of the DEPARTMENT.
- d. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- e. 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. The DEPARTMENT and the AGENCY 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.
- f. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- g. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the AGENCY and DEPARTMENT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at <https://iowadot.gov/transit/funding-programs-and-applications/joint-participation-agreement-attachments>).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **October 1, 2018** through ~~March 31, 2020~~ **June 30, 2021**. [Any project element not obligated twelve months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangements is received from the DEPARTMENT.]

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

For the DEPARTMENT:

 Frank Klipsch, Mayor
City of Davenport

 Stuart Anderson, Director
Planning, Programing and Modal Division
Iowa Department of Transportation

Exhibit A
Express Commuter Routes
Scope and Long Range Budget
Iowa Department of Transportation
May 16, 2018

SCOPE:

1. **Two Express Commuter Routes:** Davenport Citibus will operate two routes that will run Monday – Friday, and will involve the rehabilitation of four Davenport Citibus buses: Route 1 is from Burlington Coat Factory in Bettendorf to Center Station in Moline, and will have 30 minute headways during morning peak hours (5:15 a.m. – 8:45 a.m.) afternoon peak hours (2:45 p.m. – 6:45 p.m.), and 60-minute service during the midday. Route 2 is from Burlington Coat Factory in Bettendorf to District Station in Rock Island, and will have 60-minute service from 5:15 a.m. – 6:45 p.m. The duration of the service is ~~eighteen~~ **thirty-two** months, with it beginning October, 2018 and ending ~~March, 2020~~ **June 30, 2021**.
2. **Rehabilitation of four buses:** Davenport Citibus will contract with Iowa DOT for the rehab of the four buses to be used in the service by Citibus, and operating expenses in Iowa not-to-exceed the cost per the table below.
3. **Marketing:** In a separate agreement, Davenport Citibus will contract with Rock Island County Metropolitan Mass Transit District, commonly known as MetroLINK, for marketing expenses and operating expenses in Illinois.

		Illinois
Service	Expense	MetroLINK
18 months	Operating	\$284,731
18 months	Capital (Bus Rehab)	\$0
18 months	Marketing	\$25,000
	18 Month Total	\$309,731

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 563-326-7750
Wards:

Action / Date
3/11/2020

Subject:
Resolution authorizing the Mayor to execute the deed to convey the following property to Hawkeye Paving Corporation, LLC: 4241 W 83rd St, Tax Parcel ID V3237-02, City of Davenport, County of Scott, State of Iowa. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:

In the fall of 2018, the Eastern Iowa Community College District ("EICCD") sold their property at 8228 N Fairmount St, formerly known as the Wacky Waters site, to Hawkeye Paving Corporation, LLC ("Hawkeye"). Prior to the sale, this site contained certain training structures utilized by the Davenport Fire Department in partnership with the EICCD. That partnership led to the City of Davenport constructing a Fire Training Center next to that property, located at 4241 W 83rd St. Since the sale of the EICCD property, Hawkeye Paving has indicated that they intend to repurpose the property to a new corporate headquarters necessitating the relocation of the fire training structures.

With the relocation of the fire training structures, the City's existing property at 4241 W 83rd St is no longer ideally suited to meet the needs of the Davenport Fire Department and the community. Hawkeye approached the City of Davenport with a request to purchase the Fire Training Center property to utilize as their new corporate headquarters building. Their offer to purchase the property was \$600,000 and other valuable consideration.

The City of Davenport will utilize the sale proceeds to relocate critical training structures to the Davenport Public Works Facility. This location in central Davenport will allow sworn firefighters to respond to emergencies during training exercises.

Per the previously approved real estate contract, the City and Hawkeye must close on the property no later than October 21, 2020. The City Council must hold a Public Hearing and approve a Resolution to convey the property prior to the parties closing on the property.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Real Estate Contract

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	2/14/2020 - 9:26 AM
Finance Committee	Wright, Brandon	Approved	2/26/2020 - 6:32 PM
City Clerk	Admin, Default	Approved	2/27/2020 - 10:32 AM

Resolution No. _____

Resolution offered by Alderman Condon

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute the deed to convey the following property to Hawkeye Paving Corporation, LLC: 4241 W 83rd St, Tax Parcel ID V3237-02, City of Davenport, County of Scott, State of Iowa.

WHEREAS, in the Fall of 2018, the Eastern Iowa Community College District ("EICCD") sold their property at 8228 N Fairmount Street, formerly known as the Wacky Waters site, to Hawkeye Paving Corporation, LLC ("Hawkeye"); and

WHEREAS, prior to the sale, this site contained certain training structures utilized by the Davenport Fire Department in partnership with the EICCD; and

WHEREAS, Hawkeye Paving intends to repurpose the property to a new corporate headquarters necessitating the relocation of the fire training structures; and

WHEREAS, the City's existing property at 4241 W 83rd Street is no longer ideally suited to meet the needs of the Davenport Fire Department and the community; and

WHEREAS, the City has approved a real estate contract with Hawkeye for \$600,000 and other valuable consideration, which includes the parties closing on the property prior to October 21, 2020.

NOW, THEREFORE, BE IT RESOLVED, that this resolution authorizing the Mayor to execute the deed to convey the following property to Hawkeye Paving Corporation, LLC: 4241 W 83rd St, Tax Parcel ID V3237-02, City of Davenport, County of Scott, State of Iowa is hereby approved by the City Council.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is made this 25 day of January, 2019, by and between **City of Davenport**, a municipality located in the state of Iowa, whose address is 226 West 4th Street, Davenport, IA 52801 (hereinafter referred to as "Seller"), and **B.T. Bridge, L.C.** an Iowa corporation, whose address is 3308 Harbor Drive East, Bettendorf, IA 52722 (hereinafter referred to as "Buyer");

For valuable monetary and other consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree that Seller shall sell, and Buyer shall buy, the hereinafter described Property, on the following terms and conditions:

1. Property. The property, which is the subject matter of this Contract, is a that property at 4241 W 83rd Street with a tax parcel ID number of V3237-02 in the County of Scott, City of Davenport, State of Iowa, (the "Property"). The legal description of the Property is attached as Exhibit A.

2. Valuable Consideration. The full amount of consideration for this Contract shall include monetary and other valuable considerations as outlined in Section 4 and Section 5 of the Contract.

3. Utilities. To the extent necessary to provide electricity, gas, water or similar utility services to the Property, Seller shall grant any utility company an easement across any Seller property contiguous to or in reasonable proximity to the Property for purposes of allowing the utility company to construct, operate and maintain any lines, wires, circuits, or conduits, associated equipment and such appurtenances thereto, required by any such utility company may from time-to-time require in order to provide such utility services to the Property. Upon the request of Buyer or a utility company, Seller shall execute a separate recordable legal instrument evidencing such utility grant, at no cost to Seller.

4. Purchase Price. Buyer shall pay to Seller Six-Hundred Thousand Dollars and 00/100 (\$600,000) for the Property and Easements ("Purchase Price"). The Purchase Price shall be paid in full at Closing as defined in Section 11.

5. Other Valuable Consideration. After execution of this Contract, Buyer hereby grants Seller the right to use portions (approximately 61,000 square feet) of Buyer's neighboring property at 8228 N Fairmount Street in the County of Scott, City of Davenport, State of Iowa (the "Training Property"), which approximate boundary is detailed in Exhibit B, for the following government purposes: To conduct training for public safety emergency response personnel. This purpose includes the right to sub-lease use of the Training Property to other municipal and state public safety agencies and the right to charge, at its discretion, fees to recapture Seller's costs to coordinate such use. Buyer agrees that this right to use shall be provided without compensation from Seller through October 31, 2020. Seller shall be responsible to maintain in good repair and working order all training structures within the Training Property, but shall have no obligation or responsibility for repairs and maintenance of underground utilities contained, whether known or unknown,

within area of the Training Property. Seller is responsible for mowing and snow removal within the Training Property.

Additionally, Buyer shall sell the fire department burn building vertical structure (the "Burn Building") located on the Training Property (photo provide in Exhibit C), which Burn Building and related equipment are considered personalty and not fixtures, to Seller. Buyer agrees to provide a bill of sale to Seller for the Burn Building for one dollar and 0/100 (\$1.00) when demanded by Seller, which demand shall occur at Closing if not previously demanded. Seller shall be responsible for all costs to dismantle and relocate the Burn Building, but shall bear no responsibility for removing or repairing the foundation or any utilities extending into the Burn Building from the foundation or the ground.

Additionally, Seller shall have the option to purchase from Buyer the fire department OSHA simulator vertical structure (the "OSHA Simulator") located on the Training Property (photo provided in Exhibit D), which OSHA Simulator and related equipment are considered personalty and not fixtures. If Seller exercises the right to purchase the OSHA Simulator, Buyer agrees to provide a bill of sale to Seller for one dollar and 0/100 (\$1.00). If purchased by Seller, Seller shall be responsible for all costs to dismantle and relocate the OSHA Simulator, but shall bear no responsibility for removing or repairing the foundation or any utilities extending into the OSHA Simulator from the foundation or the ground.

6. Training Property Right to Use Insurance Requirement. For the purposes of Seller's governmental use of Buyer's Training Property outlined in Section 5, Seller shall secure and maintain such primary insurance policies as will protect itself and Buyer from claims for bodily injuries, death or property damage that may arise from operations under this contract whether such operations be its own or by any vendor or anyone employed by them directly or indirectly.

The following insurance policies are required unless other limits are specified. The Buyer shall be identified as a certificate holder and specifically named as an additional insured under Seller's General Liability, umbrella and automobile policies.

- (a) Statutory Worker's Compensation with waiver of subrogation in favor of the Buyer.
- (b) General Liability with a waiver of subrogation in favor of Buyer with the following requirements:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
- (c) Excess Liability Umbrella Form \$20,000,000
- (d) Business automobile liability covering all owned, non-owned hired autos and autos owned or borrowed by workers or contractors while in the course of their employment with \$1,000,000 limits of liability for bodily injury and property damage arising out of any one incident.

All deductibles are the sole responsibility of Seller.

All liability insurance requirements shall remain in effect for 2 years after the Closing Date.

CONTRACTUAL LIABILITY

The insurance required above under Seller's insurance shall:

- (a) be Primary insurance and non-contributory.
- (b) include contractual liability insurance coverage for the Seller's obligations under the INDEMNIFICATION paragraph below.

CERTIFICATES OF INSURANCE

Certificates of Insurance, acceptable to the Buyer indicating insurance required by the Contract is in force, shall be filed with the Buyer prior to approval of the Contract by the Buyer. The Seller shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Buyer. The Seller will accept responsibility for damages and the Buyer's defense in the event no insurance is in place and the Buyer has not been notified.

Seller shall require similar insurance for all of Seller's agents, contractors, subcontractors, or sub lessors of the Property. Seller shall maintain on file certificates of insurance from any of contractors, subcontractors or sub lessors.

The insurance obligations imposed by this section are separate and distinct from any indemnification obligations imposed by this Agreement. Seller agrees that carrying insurance as required in this Agreement shall in no way be interpreted as relieving it of any indemnification obligation in this Agreement.

INDEMNIFICATION

To the fullest extent permitted by the law, the Seller shall defend, indemnify, and hold harmless the Buyer, its officials and Buyer's agents, employees, contractors, and subcontractors from and against all claims, damages, losses, liabilities, causes of action and expenses, including but not limited to, all attorneys' fees and expenses arising out of, resulting from or relating to: the Seller's use of the Property after the Closing Date, including use of the Property by Seller's employees, agents, contractors, subcontractors, and/or sub lessees or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; and/or the willful or negligent acts or omissions on the part of Seller, Seller's employees, agents, contractors, subcontractors, and/or sub lessees or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable (collectively "Indemnity Obligations"). Seller's Indemnity Obligations include, but are not limited to, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom.

In any and all claims against the Buyer, Buyer's officials or any of Buyer's agents or employees or contractors or subcontractors by the Seller or any employee of the Seller, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Seller's Indemnity Obligations shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Seller or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

7. Title. Title shall be provided to Buyer as follows:

(a) Quit Claim Deed. Seller will convey to Buyer, an unencumbered, marketable title to said Property to be conveyed by Quit Claim Deed (the "Deed"), subject only to covenants, restrictions, easements and rights-of-way of record such as any nationally recognized title company will insure and excluding all standard exceptions.

(b) Abstract and Title. Seller, at Seller's expense, shall promptly obtain an abstract of title to the Real Estate continued within 30 days of the date of closing, and deliver it to Purchasers for examination. It shall show merchantable title in Seller in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Purchaser when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by Seller or its assignees.

(c) Clearing of Objections. If Buyer disapproves of any exceptions to title in the Title Commitment or Title opinion, other than the Permitted Exceptions, Buyer shall notify Seller of such disapproval and Seller, at Seller's option, within 48 hours from the date of receipt of such notice to Seller, shall either: (i) use its reasonable efforts to have such exceptions removed from the Title Commitment or Title opinion; or (ii) inform Buyer that such defect is not capable of cure or that cure would not be practicable at a cost acceptable to Seller. If Seller fails to have such exceptions removed or insured over, Buyer may elect, on or before the Closing Date, to either: (i) terminate this Agreement, in which event neither party shall have any further liability hereunder and this Agreement shall become null and void and of no further force or effect; or (ii) accept title to the Real Estate subject to such exceptions. If Buyer fails to terminate this Agreement under clause (i) above, then such exceptions shall be deemed to be "Permitted Exceptions" hereunder.

8. Buyer's Contingencies. Buyer shall be under no obligation to close this transaction unless the following conditions shall have been waived by Buyer, in writing, or satisfied at or prior to the time of Closing.

(a) Title. Buyer's attorney has had an opportunity to review the abstract to be provided by Seller and all title exceptions have either been removed or are acceptable to Buyer in Buyer's sole discretion as permitted Exceptions as more specifically described in this Agreement.

(b) Survey. Prior to Closing, Buyer may, at its sole discretion and expense, obtain a current survey of the Property, containing such matters and certifications as are required by Buyer. If the survey discloses matters that are objectionable to Buyer, Buyer will notify Seller of Buyer's objections to the survey. Seller will remedy any matters to which Buyer objects and will deliver to Buyer evidence that such remedy has been effected prior to Closing. If Seller is unable to deliver the evidence as required by this Section, Buyer will have the option to (i) accept the Property subject to such survey matters as Seller is able to deliver; or (ii) terminate this Contract.

(c) Governmental Approvals. Prior to Closing, Buyer shall, at Buyer's sole cost and expense, determine any approvals from county, municipal, state or other governmental organizations are necessary for Buyer's intended use of the Property ("Approvals"). In the event Buyer reasonably believes that it will be unable to obtain such Approvals, upon notice to Seller, Buyer may terminate this Contract. Seller shall reasonably cooperate with Buyer in any procedures required to obtain said Approvals after the Closing.

(d) Acceptable Location. Buyer having determined prior to Closing, in its sole discretion, that the Property is an acceptable location for its intended use.

9. Environmental Matters.

(a) Laws and Hazardous Substances. For purposes of this Contract, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes of this Contract, the term "Hazardous Substance(s)" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous.

(b) Compliance with Environmental Laws. Seller represents and warrants that Seller has not violated any Environmental Laws in connection with the use, ownership, lease, maintenance or operation of the Property and the conduct of the business related thereto. Any and all environmental permits, licenses or approvals required by any Environmental Law pertaining to the Property are attached hereto as **Exhibit E**.

(c) Absence of Hazardous Substances. Seller certifies and represents, based upon reasonable investigation, that neither Seller nor any other person within Seller's knowledge and/or control, including any lessees of the Property, has caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Property nor any part thereof and neither the Property nor any part thereof has ever been used by Seller or by any other person as a dump site or storage site, whether permanent or temporary, for any Hazardous Substance.

(d) Absence of Litigation. Seller represents and warrants that, with respect to the Property, Seller is not a party to any litigation or administrative proceeding, nor, so far as is known by Seller after reasonable investigation, is any litigation or

administrative proceeding threatened against the Property, which in either case asserts or alleges that: (i) Seller violated any Environmental Law; (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance; or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related release or threatened release or transportation of any Hazardous Substance.

(e) Tanks. There are not now, nor to Seller's knowledge after reasonable investigation have there ever been, tanks or other facilities on, under, or at the Property which contained materials which, if known to be present in soils or groundwater, would require cleanup, removal or some other remedial action. If there are such tanks or other facilities, Seller represents after reasonable investigation that nothing contained therein has ever been spilled, leaked or released into the environment, soil or groundwater and that such tanks or other facilities are in compliance with all Environmental Laws.

(f) Indemnification. Seller hereby agrees to and does hereby indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Buyer by any person or entity or governmental agency for, with respect to or as a direct or indirect result of the presence on or under the Property of, or the release or threatened release or transportation of any Hazardous Substance or arising under any Environmental Law, solely related to any Hazardous Substances placed on the Property by Seller. This indemnification shall survive Closing.

10. Prorations. All applicable taxes, rents, interest and assessments shall be prorated and paid by Seller to the date of Closing.

11. Representations and Warranties.

(a) In order to induce Buyer to enter into this Contract, as of the execution of this Contract by Seller and again at the Closing Seller represents, warrants, covenants and agrees with Buyer as follows:

(i) Seller has and, at the Closing, Seller will have and will convey to Buyer, good and marketable fee simple title to the Property, free and clear of all mortgages, liens, defects, encumbrances, conditions, exceptions, restrictions or other matters affecting title;

(ii) Seller has no knowledge of any pending or threatened condemnation actions or special assessments of any nature with respect to the Property or any part thereof;

(iii) Seller has received no notice of, and has no other knowledge or information of, any pending or contemplated change in any regulation or private restriction applicable to the Property or any part thereof, any pending or threatened judicial

or administrative action, any action pending or threatened by adjacent landowners or other persons, or of any natural or artificial condition adversely affecting the Property, or any part thereof;

(iv) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Seller or the Property; and

(b) In order to induce Seller to enter into this Contract, as of the execution of this Contract by Buyer and again at the Closing, Buyer represents, warrants, covenants and agrees with Seller as follows:

(i) Buyer is a corporation, validly existing under the laws of the State of Iowa and is legally authorized and permitted to enter into this Contract and to carry out and perform all covenants to be performed by it hereunder; and

(ii) The persons signing this Contract on behalf of Buyer have been duly authorized by Buyer to do so.

12. Closing. The consummation and final purchase and sale of the Property (the "Closing") shall take place on or before October 31, 2020, which date shall be mutually agreeable to the parties.

13. Items to be delivered at Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following items:

(a) A Quit Claim Deed duly executed and acknowledged by Seller, and in form acceptable to Buyer, satisfying the requirements of Section 6 above;

(b) Any and all deeds and assignments, duly executed and acknowledged, reasonably deemed necessary by Buyer to cause any and all mineral interests, leases, warranties, contract rights and any and all other rights, title and interests constituting a part of the Property, to be conveyed to Buyer, free and clear of all liens, encumbrances, easements and other matters other than the Permitted Exceptions, containing such general warranties of Title as Buyer may require;

(c) An affidavit of Seller regarding its ownership of the Property, as may reasonably be required by the Title Company or closing agent.

14. Possession. Possession of the Property shall be delivered to Buyer on the date of Closing with delivery of Deed.

15. Risk of Loss or Condemnation Prior to Closing. The risk of condemnation and the risk of loss, damage or destruction of or to the improvements on the Property by fire, casualty or otherwise, until the Closing is and shall remain upon Seller. If any part of the Property shall have been condemned, or if any notice or an indication of condemnation

shall be given at any time after the date hereof and prior to the Closing, or if any part of the improvements shall be damaged or destroyed in whole or in part after the date hereof and prior to the Closing, then Seller shall immediately give written notice to Buyer specifying the same, and Buyer may, at its sole election: (i) terminate this Contract, or (ii) proceed with the Closing and have Seller assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards that may be made for such condemnation or insurance proceeds owed by any insurance companies for such damage or destruction.

16. Default and Remedies. In the event of any default hereunder, the parties shall have the following remedies:

(a) In the event of default by Buyer, Seller shall have the right to terminate this Contract as its sole and exclusive remedy.

(b) In the event of a default by Seller, Buyer shall have the right to obtain a decree of specific performance to require conveyance of the Property to Buyer in accordance with the terms of this Contract, or to terminate this Contract.

17. Time of the Essence. Time is of the essence in this Contract.

18. Contract Binding. This Contract shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

19. Acceptance. This offer shall be void if not accepted by Buyer before fourteen calendar days following Seller's City Council approval.

20. Survival. Upon Closing, any portion of this Agreement that by its nature should survive this Agreement will survive the Closing and continue in effect and be binding upon the parties, including, but not limited to: the covenants, representations, and warranties of Buyer and Seller, any and all insurance requirements, any and all indemnification obligations and environmental matters

21. Notice. All notices hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, postage fully paid, return receipt requested, or by overnight nationwide commercial courier addressed to the parties as follows:

Buyer: BT Bridge, L.C.
801 42nd Street
Bettendorf, IA 52722
Attn: Owner(s)

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

Attn: Finance Director

or at such other address as any of the parties may from time to time designate by written notice given as herein required. Mailed notices shall not be deemed given or served until three business days after the date of mailing thereof or if delivery is by nationwide commercial courier service of notice shall be deemed given one business day after the date of delivery thereof to said courier. Rejection or refusal to accept, or inability to deliver because of changed addresses or because no notice of changed address was given, shall be deemed a receipt of such notice.

To indicate their understanding of and consent to the provisions hereof, the parties have executed this Contract on the date first above written.

"SELLER"

City of Davenport

BY:

DATE:

Frank Lipsch
January 25, 2019

"BUYER"

BT Bridge, L.C.

BY:

TITLE:

DATE:

Dean R. Li
V.P. Sec Treas
1/25/19

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in part of the Southeast Quarter of Section 32, Township 79 North, Range 3 East of the 5th Principal Meridian in the City of Davenport, County of Scott, State of Iowa, and being more particularly described as follows:

Commencing , as a point of reference, at the northeast corner of the Southeast Quarter of said Section 32; thence South 89°-57'-15" West (assumed bearing for this survey) along the north line of the Southeast Quarter of said section 32, 825.24 feet to a point on the west line of Fairmount Street as now established in the City of Davenport, Iowa, said point being the POINT OF BEGINNING of the tract of land hereinafter described; thence, continuing, South 89°-57'-15" West 1827.68 feet along the north line of the Southeast Quarter of said Section 32 to the northwest corner of the Southeast Quarter of said section 32; thence South 00°-21'-11" East 934.22 feet along the west line of the Southeast Quarter of said section 32 to the north line of Interstate 80 as now established; thence South 82°-07'-19" East 914.67 feet along the north line of said Interstate 80 to a point of curvature; thence southeasterly 377.53 feet along the north line of said Interstate 80 being a curve concave northeasterly having a radius of 11248.50 feet and a chord bearing and dimension of South 83°- 07'-50" East 377.51 feet to the southwest corner of lot 3 of Frye's Addition to the City of Davenport, Iowa; thence North 00°-25'-39" West along the west line of said Frye's Addition 1055.41 feet to the northwest corner of lot 1 of said Frye's Addition; thence North 89°-55'-00" East along the north line of said Frye's Addition 548.91 feet to the west line of said Fairmount Street; thence North 00°-03'-30" East along said west line 50.00 feet to the point of beginning. Containing 30.66 acres, more or less.

EXHIBIT B



EXHIBIT C



EXHIBIT D



EXHIBIT E

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brian Heyer 563-326-7735
Wards:

Action / Date
3/4/2020

Subject:
Resolution setting a Public Hearing concerning the proposed conveyance of vacated public right-of-way, that being a part of Dugan & Rauch's 2nd Addition lying west and northwest of Lot 14 Dugan & Rauch's 2nd Addition (Larry and Gay Jasper, petitioners). [Ward 4]

Recommendation:
Adopt the Resolution.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution setting Public Hearing

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	2/27/2020 - 3:48 PM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a Public Hearing concerning the proposed conveyance of vacated public right-of-way, that being a part of Dugan & Rauch's 2nd Addition lying west and northwest of Lot 14 Dugan & Rauch's 2nd Addition (Larry and Gay Jasper, petitioners).

WHEREAS, the City of Davenport currently owns the recently vacated public right-of-way:

Part of Dugan & Rauch's 2nd Addition to the City of Davenport, Iowa, being more particularly described as follows:

Commencing at the northerly most corner of Lot 14 of said Dugan & Rauch's 2nd Addition, said point being the point of beginning of the tract of land hereinafter described; thence South 45°31'45" West 72.63 feet along the northwesterly line of said Lot 14 to an angle point; thence South 00°49'35" East 68.46 feet along the northwesterly line of said Lot 14 to the southwest corner of said Lot 14; thence South 87°28'25" West 128.25 feet to a point on the west line of said Dugan & Rauch's 2nd Addition; thence North 02°33'40" West 5.12 feet along the west line of said Dugan & Rauch's 2nd Addition to an angle point; thence 45°31'45" East 243.42 feet along the westerly line of said Dugan & Rauch's 2nd Addition to an angle point; thence southeasterly 53.47 feet along a curve concave northeasterly having a radius of 50.00 feet and a chord bearing and dimension of South 06°11'10" East 50.96 feet to the point of beginning. Said parcel containing 10,800 square feet more or less.

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

WHEREAS, Larry and Gay Jasper have offered to acquire said property, and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a Public Hearing concerning the proposed conveyance of vacated public right of way known as part of legally described above, will be held on March 18, 2020, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 563-326-7750
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving a downtown services agreement with the Quad Cities Chamber of Commerce d/b/a Downtown Davenport Partnership for the provision of downtown garbage removal, parking ramp cleaning, pocket park maintenance, and Skybridge cleaning services.
[Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport and the Downtown Davenport Partnership (DDP) have a history of working cooperatively to provide services to the downtown community. The DDP recently approached the City with a request to take over the provision of downtown services with the joint goal of improving the frequency and quality of services provided in Downtown Davenport.

Currently, the City of Davenport is responsible for performing refuse removal for public trash receptacles, cleaning and maintaining three parking ramps, cleaning and maintaining the Skybridge, and cleaning and maintaining two pocket parks. All of the above mentioned responsibilities are performed within the SSMID zone maintained by the DDP.

The DDP and City are interested in improving the provision of downtown services through the attached Downtown Services Agreement whereby the DDP will provide certain services on behalf of the City of Davenport. The City will pay for these services provided by the DDP through the terms outlined in the Downtown Services Agreement. A maximum annual amount is established in the agreement to prevent additional spending without prior approval from the City. The maximum amounts for each service area are as follows:

1. Public Waste Receptacle Pickup: \$64,000
2. Parking Ramp Cleaning: \$111,000
3. Skybride Cleaning: \$29,000
4. Pocket Park Maintenance: \$29,000

Funding will be provide through the City's general fund, solid waste fund, hotel/motel tax fund, and parking fund, as applicable. These amounts have been anticipated and included in the FY21 Budget.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution & Downtown Services Agreement
☐ Backup Material	Financial Analysis

REVIEWERS:

Department	Reviewer	Action	Date
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Finance	Wright, Brandon	Approved	2/26/2020 - 6:32 PM
Finance Committee	Wright, Brandon	Approved	2/26/2020 - 6:32 PM
City Clerk	Admin, Default	Approved	2/27/2020 - 10:33 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving a downtown services agreement with the Quad Cities Chamber of Commerce d/b/a Downtown Davenport Partnership for the provision of downtown garbage removal, parking ramp cleaning, pocket park maintenance, and Skybridge cleaning services.

WHEREAS, the City of Davenport and the Downtown Davenport Partnership have a vested interest in improving the frequency and quality of services provided in downtown Davenport; and

WHEREAS, the City of Davenport is responsible for performing refuse removal for public trash receptacles, cleaning and maintaining three parking ramps, cleaning and maintaining the Skybridge, and cleaning and maintaining two pocket parks, and

WHEREAS, all of the above mentioned responsibilities are performed within the SSMID zone maintained by the Downtown Davenport Partnership; and

WHEREAS, the Downtown Davenport Partnership and City of Davenport are interested in improving the provision of downtown services through the attached Downtown Services Agreement whereby the Downtown Davenport Partnership will provide certain services on behalf of the City of Davenport; and

WHEREAS, the City of Davenport will pay for the provision of services provided by the Downtown Davenport Partnership through the terms outlined in the Downtown Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the downtown services agreement with the Quad Cities Chamber of Commerce d/b/a Downtown Davenport Partnership for the provision of downtown garbage removal, parking ramp cleaning, pocket park maintenance, and Skybridge cleaning services is hereby approved.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

**DOWNTOWN SERVICES AGREEMENT BETWEEN
THE CITY OF DAVENPORT, IA AND
THE QUAD CITIES CHAMBER OF COMMERCE D/B/A DOWNTOWN DAVENPORT PARTNERSHIP
FOR THE PROVISION OF DOWNTOWN GARBAGE REMOVAL, PARKING RAMP CLEANING,
POCKET PARK MAINTENANCE, AND SKYBRIDGE CLEANING SERVICES**

This Downtown Services Agreement (the “Agreement”) is entered into on this _____ day of _____, 2020 between the City of Davenport, IA (the “City”) and the Quad Cities Chamber of Commerce d/b/a Downtown Davenport Partnership (“DDP”) for DDP to perform the specified scope of services in downtown Davenport, as agreed to herein, and for City to compensate DDP, as agreed to herein, for the provision of services.

SECTION 1: SCOPE OF SERVICES

The City owns and is responsible for cleaning and maintaining certain downtown assets. As described in Section 3E, the assets listed herein are assets of the City, and the replacement, non-routine maintenance, and capital-type repairs for these assets are strictly the responsibility of City and not of DDP under the Agreement. The City and DDP agree that the following scope of services is to be performed by DDP, consistent with the terms of this Agreement. The items identified in Sections 1A, 1B, 1C, and 1D shall collectively be referred to as the “Services”.

A. Downtown Pickup of Publically Accessible Waste Receptacles

The City owns certain waste receptacles available for public use located in downtown Davenport within the boundaries of the Downtown SSMID and Expanded SSMID (“Public Waste Receptacles”). Exhibit A provides a current map identifying the location of Public Waste Receptacles. The City and DDP acknowledge that waste receptacles may be added and/or removed to those identified in Exhibit A, and that all waste receptacles owned by City for public use within the established boundaries are included within the definition of Public Waste Receptacles whether or not they are identified in Exhibit A. DDP accepts responsibility for:

- i. Emptying Public Waste Receptacles with a frequency of no less than once per day so as to prevent waste generated downtown from overflowing or becoming a public nuisance.
- ii. Cleaning Public Waste Receptacles as required to present clean and orderly and to avoid becoming a public nuisance.
- iii. Transporting and depositing waste generated from Public Waste Receptacles into a dumpster provided by City.
- iv. Ensuring that waste is not blown onto sidewalks or streets when being emptied or transported by DDP.
- v. Monitoring the condition of Public Waste Receptacles to determine appropriate times for emptying.

- vi. Monitoring the condition of Public Waste Receptacles to determine need for repair or replacement. Receptacles in need of repair or replacement should be reported to City's Public Works Department.
- vii. Recommending to City the relocation of current Public Waste Receptacles, the addition of new receptacles, or the removal of existing receptacles to provide for a clean and orderly downtown environment. Such relocation, addition, or removal of Public Waste Receptacles shall be mutually agreed upon.

B. Cleaning Downtown Parking Ramps

The City owns certain public parking ramps referred to as the Harrison Street Parking Ramp, the Redstone Parking Ramp, and the RiverCenter Parking Ramp in downtown Davenport within the boundaries of the Downtown SSMID and Expanded SSMID ("Parking Ramps"). Exhibit B provides a current map identifying the location of Parking Ramps. DDP accepts responsibility for:

- i. Performing daily routine cleaning of the elevator and lobby areas in the Parking Ramps. Tasks include dusting high and low, sweeping and mopping floors, wiping down elevator cabs, polishing elevator doors, cleaning elevator tracks, emptying waste receptacles, emptying cigarette urns, cleaning windows up to eight (8) feet high, and checking lights to report outages to the City.
- ii. Performing daily routine cleaning of the stairwells in the Parking Ramps. Tasks include dusting high and low, wiping down doors and jambs, wiping down stair handrails, sweeping and mopping floors, emptying waste receptacles, cleaning interior glass up to eight (8) feet high, and checking lights to report outages to the City.
- iii. Performing daily routine cleaning of parking levels in the Parking Ramps. Tasks include monitoring surfaces and removing and cleaning any trash, leaves, debris, broken glass, spills, etc. as well as checking lights to report outages to the City.
- iv. Performing daily routine cleaning of the sidewalks and exterior grounds of the Parking Ramps. Tasks include monitoring surfaces and removing and cleaning any trash, leaves, debris, broken glass, spills, etc. as well as checking lights to report outages to the City.
- v. Performing daily routine cleaning of the parking equipment including any pay stations, ticket dispensers, and gate arm boxes at the Parking Ramps. Tasks include dusting, cleaning, and removing graffiti.
- vi. Performing daily routine cleaning of the custodial rooms in the Parking Ramps. Tasks include dusting high and low, organizing materials, cleaning, sweeping and mopping floor, and checking lights to report outages to the City.
- vii. Performing daily routine cleaning of the attendant booths and restrooms at the Parking Ramps. Tasks include dusting high and low, cleaning windows, sweeping and mopping floors, emptying waste receptacles, refilling tissue paper and soap dispensers, cleaning toilets, cleaning mirrors, cleaning sinks, spot cleaning walls and partitions, cleaning push plates on doors, and checking lights to report outages to the City.

- viii. Performing daily routine cleaning of the Skywalk Corridor located at the RiverCenter Parking Ramp. Tasks include dusting high and low, picking up trash, emptying waste receptacles, vacuuming, spot cleaning walls, and spot cleaning corridor glass.

C. Cleaning the Skybridge

The City owns a pedestrian bridge commonly referred to as the Skybridge that spans River Drive connecting the Redstone Parking Ramp to the Davenport riverfront within the boundaries of the Downtown SSMID and Expanded SSMID ("Skybridge"). Exhibit C provides a current map identifying the location of the Skybridge. DDP accepts responsibility for:

- i. Performing daily routine cleaning of the elevators, lobbies, and landing areas in the Skybridge. Tasks include dusting high and low, sweeping and mopping floors, wiping down elevator cabs, polishing elevator doors and walls, cleaning elevator tracks, emptying waste receptacles, emptying cigarette urns, removing markings or graffiti, interior cleaning of windows up to eight (8) feet high, and checking lights to report outages to the City.
- ii. Performing daily routine cleaning of the stairwells in the Skybridge. Tasks include sweeping and mopping landings and steps, removing gum or other debris, removing any markings or graffiti, spot cleaning walls, wiping down doors and door handles, wipe down and clean stair handrails, cleaning windows up to eight (8) feet high, dusting high and low, and checking lights to report outages to the City.
- iii. Performing daily routine cleaning of the sidewalks and exterior grounds of the Skybridge. Tasks include monitoring surfaces and removing and cleaning any trash, leaves, debris, broken glass, spills, etc. as well as checking lights to report outages to the City.
- iv. Performing daily route cleaning of the walkway in the Skybridge. Tasks include spot cleaning glass (window cleaning to be performed weekly), sweeping and mopping floor (auto scrubbing to be performed weekly), removing gum or debris from surfaces, removing markings or graffiti from surfaces, dusting high and low, checking glass and report breaks to the City, and checking lights to report outages to the City.

D. Cleaning and Maintaining Downtown Pocket Parks

The City owns certain downtown pocket parks commonly referred to as K-Square and Lady of Germania located in downtown Davenport within the boundaries of the Downtown SSMID and Expanded SSMID ("Pocket Parks"). Exhibit D provides a current map identifying the location of Pocket Parks. As of the date of this Agreement, City does not own the private downtown park known as Bechtel Park; however, if Bechtel Park transfers ownership to the City, it shall be included within the definition of Pocket Parks for this Agreement. If the number of parks increases beyond those included listed in Exhibit D, the parties agree to negotiate the maximum amount listed in Section 2H(a)(iv). DDP accepts responsibility for:

- i. Performing daily routine cleaning of the Pocket Parks including removing and discarding trash or debris, raking leaves, clearing surfaces, dusting and wiping down seating areas, picking up animal feces, trimming bushes, removing grass growing in solid surface areas, removing weeds, watering, mulching (mulch to be provided by City at City's cost), weeding flower beds, removing spider webs from all areas, and checking lights to report outages to the City.

SECTION 2: DDP RESPONSIBILITIES

In accordance with this Agreement, DDP agrees to the following:

- A. DDP shall perform the Services as described in Section 1. DDP is responsible for procuring and providing all labor, supervision, equipment, materials, and supplies necessary to perform the Services. DDP employees or contractors engaging in the Services are not considered employees or contractors of the City.
- B. DDP shall maintain an employee time tracking system so as to track the actual number of hours worked by both laborers and supervisors in each of the areas generally listed by title as Section 1A, 1B, 1C, and 1D, which areas are Public Waste Receptacles, Parking Ramps, Skybridge, and Pocket Parks. This time tracking system shall be accurate and recorded within 15 minute increments. Time reported to the City, at a minimum, must include the classification of Public Waste Receptacles, Parking Ramps, Skybridge, or Pocket Parks (collectively referred to as "General Service Classifications"), the classification of the employee type as laborer or supervisor ("Employee Type Classification"), and the actual number of hours worked rounded to the nearest 15 minute increment ("Hours Worked"). DDP agrees to allow City to inspect any and all available reports necessary to review and/or confirm the numbers described in this section.
- C. DDP shall procure and carry insurance as required in Section 4.
- D. DDP shall make responsible one full-time employee as the main contact point with whom the City can discuss items related to DDP's performance of the Services and other details of this Agreement.
- E. DDP shall make all reasonable efforts to perform the Services in accordance with the standards and quality as established by City.
- F. DDP shall provide sufficient supervision in completion of the Services as to reasonably ensure that the Services are performed in a timely, time efficient, and satisfactory manner.
- G. DDP shall receive and respond to complaints from City, downtown businesses, and the public within a reasonable time frame. For the purposes of this section, return contact is to be made within one business day.
- H. DDP may perform the Services within each General Service Classification until the following maximum annual amounts have been reached within that classification. Annual amounts are calculated from July 1 through June 30. Once the maximum annual amount has been reached, DDP shall not provide or charge the City for the Services without prior written approval from the City, which approval by the City shall not be unreasonably withheld; such approval by the City shall establish a new maximum annual amount that shall not be exceeded by DDP. Annual maximum amounts are in no way considered a "flat fee" for the services described, rather the

parties agree and acknowledge that the amounts set forth herein are maximum estimates of the contemplated extent of services and both parties further agree and acknowledge that the services contemplated herein are subject to conditions and circumstances beyond either parties' control. In the event the City does not provide written approval for additional amounts over and above the estimated maximum annual amounts, there shall be no claim of breach by the City against DDP for services not provided after the maximum annual amount, as from time to time established, has been met.

- a. Maximum Amounts for each General Service Classification:
 - i. Public Waste Receptacles: \$64,000
 - ii. Parking Ramps: \$111,000
 - iii. Skybridge: \$29,000
 - iv. Pocket Parks: \$29,000
- I. DDP shall invoice and bill the City for its performance of the Services as outlined in the Agreement.

SECTION 3: CITY RESPONSIBILITIES

In accordance with the Agreement, City agrees to the following:

- A. City shall provide DDP access to those downtown assets necessary for DDP to perform the Services.
- B. City shall make responsible one full-time employee as the main contact point with whom the DDP can discuss items related to DDP's performance of the Services and other details of this Agreement.
- C. City shall pay amounts billed by DDP in DDP's performance of the Services as outlined herein:
 - 1. For each General Service Classifications, DDP shall bill the City based on Hours Worked for each Employee Type Classification as follows:
 - i. Laborer: Up to \$19.50 per hour
 - ii. Supervisor: Up to \$33.43 per hour
 - 2. DDP shall be permitted to bill City for equipment and overhead costs as outlined herein:
 - i. The equipment charge shall be up to \$6.00 per hour based on the Hours Worked for the Laborer position.
 - ii. Overhead costs shall be up to 30% of the dollar sum of the totals from Section 3(C)1.
 - 3. The amounts described in Section 3(C)1 and Section 3(C)2 shall apply to the Initial Term. If Additional Terms are approved, each Additional Term shall have a one-time 5% increase in the amounts outlined in Section 3(C)1 and Section 3(C)2.
- D. City may request, and DDP may provide, additional work that is not included in the Services ("Additional Work"). Neither party is obligated to offer or provide Additional Work. The responsibilities outlined in Section 2 shall apply to DDP's performance of Additional Work the same as it would in the performance of the Services. If Additional Work is requested and accepted, the City shall pay amounts billed by DDP in DDP's performance of the Additional Work as outlined herein:

1. DDP shall bill the City based on Hours Worked for each Employee Type Classification as follows:
 - i. Laborer: Up to \$29.25 per hour
 - ii. Supervisor: Up to \$33.43 per hour
 2. DDP shall be permitted to bill City for equipment and overhead costs as outlined herein:
 - i. The equipment charge shall be up to \$6.00 per hour based on the Hours Worked for the Laborer position.
 - ii. Overhead costs shall be up to 30% of the dollar sum of the totals from Section 3(D)1.
 3. The amounts described in Section 3(D)1 and Section 3(d)2 shall apply to the Initial Term. If Additional Terms are approved, each Additional Term shall have a one-time 5% increase in the amounts outlined in Section 3(D)1 and Section 3(D)2.
- E. City acknowledges that the assets listed in Sections 1A, 1B, 1C, and 1D are City's assets and that the replacement, non-routine maintenance, and capital-type repairs for those identified assets are strictly the responsibility of City and not of DDP under the Agreement.
- F. City shall maintain responsibility for the assets listed in Sections 1A, 1B, 1C, and 1D, except as described in Section 1 and Section 2.

SECTION 4: INSURANCE

DDP shall secure and maintain such primary insurance policies as will protect DDP or DDP subcontractors from claims for bodily injuries, death, or property damage that may arise from operations under this Agreement whether such operations be by DDP employees or by any subcontractor or anyone employed by them directly or indirectly.

DDP shall carry the following insurance limits. The City shall be named as an additional insured under General Liability.

(1) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

(2) General Liability

General Aggregate \$1,000,000
Products Completed \$1,000,000
Each Occurrence \$1,000,000

(3) Automobile Liability

Any Auto, Hired & Non-Owned
Combined Single Limit \$1,000,000

(4) Excess Liability Umbrella Form \$1,000,000

The comprehensive general liability insurance shall include independent contractors' protective liability, products, and completed operations broad form property damage coverage. The completed operations

and products liability shall be maintained for two years after final payment. Property damage shall include coverage for explosion, collapse, and underground damage.

The insurance required shall:

- (1) be Primary insurance and non-contributory.
- (2) include contractual liability insurance coverage for the Contractor's obligations under the indemnification paragraph in this Section 4.

DDP shall provide a certificate of insurance ("COI"), acceptable to the City indicating insurance required by the Agreement is in force. The COI shall be filed with the City prior to start of the Agreement. DDP shall ensure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City.

To the fullest extent permitted by the law, the DDP 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 (other than the work itself), including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the DDP, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City, its officials or any of its agents or employees by any employee of the DDP, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the DDP or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the DDP under this paragraph shall not extend to the liability of the City, its agents or employees, arising out of

- (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) the giving of or the failure to give directions or instructions by the project manager or his representatives, providing such giving or failure to give is the primary cause of the injury or damage.

(3) City's obligation for repair, maintenance, and care for City property to the extent not contract for in this Agreement.

SECTION 5: TERM

This Agreement shall become effective on July 1, 2020 ("Effective Date") and shall continue for a period of three (3) years expiring June 30, 2023 ("Initial Term"). Following the Initial Term, the Agreement may be renewed for 2 three-year (3-year) terms ("Additional Terms") by the Davenport City Administrator and the Downtown Davenport Partnership Executive Director.

SECTION 6: TERMINATION

This Agreement may be terminated by either party at any time without cause with 120-days' notice to the other party as outlined in Section 7. If the Agreement is terminated prior to the end of the Initial Term or Additional Terms, DDP shall be owed all amounts for the Services performed consistent with this contract until the date of termination.

In the event of termination due to an uncured default, the Agreement shall terminate immediately. DDP shall be owed all amounts for the Services performed until the date of default notification consistent with this contract, as provided in Section 10.

SECTION 7: NOTIFICATIONS

Any notice given pursuant to this Agreement shall be delivered postage pre-paid (a) via certified mail, return receipt requested, (b) via overnight courier, or (c) via in-person delivery to the following addresses:

If to City:

City of Davenport
Attn: City Administrator
226 W. 4th Street
Davenport, IA 52801

If to DDP:

Downtown Davenport Partnership
Attn: Executive Director
331 W. 3rd Street
Davenport, IA 52801

For purposes of this Agreement, notice will also deemed to have been properly sent if such is sent by electronic delivery (e-mail) provided that confirmation of such is received or can be documented.

Routine day-to-day operations communication between the parties shall be ongoing between DDP's operations manager and City's public works department and shall not in and of themselves require written notice subject to this section.

SECTION 8: USE OF SPACE

DDP shall use its access to the City's owned assets and properties listed in this Agreement solely for the performance of the Services. Any changes to this use must first be approved in writing by City, which may be granted or denied in its sole discretion. DDP acknowledges that the use and occupancy of these areas is at its own risk, cost, and expense.

SECTION 9: NON-TRANSFERABLE

This Agreement may not be assigned, delegated, or otherwise transferred without the prior written consent of the City in City's sole discretion. If approved, this Agreement shall be in full force and effect in regards to any City-approved successor or assigned.

SECTION 10: DEFAULT

The failure by either party to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by such party, where such failure has continued uncured for a period of twenty (20) days after written notice thereof from the non-defaulting party shall constitute a default and breach of this Agreement by such party. Once a party is in default and/or breach of the Agreement, the non-defaulting party may immediately terminate the Agreement by providing written notice to the party in default.

SECTION 11: ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto, embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereto.

SECTION 12: AMENDMENTS AND WAIVERS

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by either party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend in to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

SECTION 13: COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument. The parties contemplate that they may be executing counterparts of this Agreement transmitted by electronic mail and agree and intend that a signature delivered by electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

SECTION 14: THIRD PARTY BENEFICIARIES

There are no third party beneficiaries of this Agreement. This Agreement is intended only to benefit the DDP and the City.

SECTION 15: NOT A JOINT VENTURE

Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

SECTION 16: PROFESSIONAL PRACTICES

DDP represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained, and qualified personnel.

SECTION 17: CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Scott County District Court for the State of Iowa, Davenport, Iowa, or in the United States District Court for the Southern District of Iowa, Eastern Division, Davenport, Iowa wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, but to the effective as of the Effective Date.

CITY OF DAVENPORT, IA

By: _____

Name:

Its:

QUAD CITIES CHAMBER OF COMMERCE D/B/A DOWNTOWN DAVENPORT PARTNERSHIP

By: _____

Name:

Its:

Exhibit A

Public Waste Receptacle Map as of 12/31/2019



Exhibit B

Parking Ramps as of 12/31/2014



Exhibit C

Skybridge Map as of 12/31/2014



Exhibit D

Pocket Parks as of 12/31/2014

Lady of Germania



K-Square



DDP Contract Comparison Analysis
11/4/2019

	Weekly Est. Man Hours	Weekly Sup. Hours	
Downtown			
Trash Pickup	32.2	3.5	27%
Ramp Cleaning	59.5	3.5	49%
Skybridge	14	1.75	12%
Park Cleaning and Mtce	15	1.25	12%
Total	120.7	10	

Estimated Hourly Wage	\$ 19.50
Estimated Supervisor Wage	\$ 33.43

Total Annual Estimated Cost for Man Power	\$ 139,773.40
60% Materials/Equipment	\$ 84,982.23
Total Estimated DDP Contract Amount	\$ 224,755.63

Total By Fund		Offsets	Net Total By Fund
General Fund	\$ 27,931.52	\$ -	\$ 27,931.52
Parking Fund	\$ 110,795.03	\$ (39,230.00)	\$ 71,565.03
Solid Waste Fund	\$ 59,959.66	\$ -	\$ 59,959.66
Hotel/Motel Tax Fund	\$ 26,069.42	\$ (24,000.00)	\$ 2,069.42
	\$ 224,755.63	\$ (63,230.00)	\$ 161,525.63

City of Davenport

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

Action / Date
3/11/2020

Subject:
Resolution setting March 25, 2020, as the date for the sale of General Obligation Corporate and Refunding Bonds, Series 2020 and approving the Preliminary Official Statement. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This Resolution is required in the City's legal obligations to issue general obligation debt. Below is a summary of the two components of this Resolution:

1. Setting March 25, 2020 as the date of sale for General Obligation Corporate Bonds, Series 2020. On May 8, 2019, a Public Hearing was held on the issuance of not-to-exceed \$51,225,000 General Obligation Corporate Bonds. Proceeds of these bonds are to finance the FY20 Capital Improvement Program.

2. Approving the Preliminary Official Statement. In order to satisfy Securities and Exchange Commission (SEC) Rule 15(c)(2)-12, the City's bond counsel, Robert Josten of Dorsey & Whitney LLP, has recommended this Resolution be adopted prior to the sale and issuance of the bonds. This action approves the use of the Preliminary Official Statement by the City's municipal advisor in offering the bonds for sale.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Preliminary Official Statement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	2/26/2020 - 6:33 PM
Finance Committee	Wright, Brandon	Approved	2/26/2020 - 6:33 PM
City Clerk	Admin, Default	Approved	2/27/2020 - 10:41 AM

SET DATE FOR SALE OF GENERAL
OBLIGATION CORPORATE AND
REFUNDING BONDS, SERIES 2020

629872-86

Davenport, Iowa

March 11, 2020

The City Council of the City of Davenport, Iowa, met on March 11, 2020, at 5:30 p.m. at the Council Chambers, City Hall, Davenport, Iowa. The Mayor presided and the roll was called showing the following Aldermen present and absent:

Present: _____

Absent: _____.

It was reported that it was necessary for the Council to set a date for the sale of the City's General Obligation Corporate and Refunding Bonds, Series 2020.

Alderman _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Alderman _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____.

The resolution, as hereinafter set out, was signed by the Mayor as evidence of approval, was attested by the Deputy Clerk and was declared to be effective.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

Deputy Clerk

RESOLUTION NO. _____

Resolution setting March 25, 2020, as date for sale of General Obligation Corporate and Refunding Bonds, Series 2020 and approving preliminary official statement

WHEREAS, the City Council of the City of Davenport, in Scott County, Iowa (the “City”), in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, has previously held a hearing and determined to issue not to exceed \$51,225,000 General Obligation Corporate and Refunding Bonds, Series 2020, for the purpose of paying costs in connection with various improvements and projects in the City and refunding the outstanding balances of the City’s General Obligation Corporate Bonds, Series 2012 and General Obligation Refunding Bonds, Series 2012D; and

WHEREAS, the City now proposes to issue General Obligation Corporate and Refunding Bonds, Series 2020 (the “Series 2020 Bonds”) in the amount of \$40,520,000; and

WHEREAS, it is deemed advisable and in the best interest of the City that the Series 2020 Bonds be offered for public sale at this time, and it is necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of the Series 2020 Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa; and

WHEREAS, a preliminary official statement (the “Preliminary Official Statement”) has been prepared in connection with the sale of the Series 2020 Bonds, and it is necessary to make provision for the approval of the Preliminary Official Statement and to authorize its use by PFM Financial Advisors LLC;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The Series 2020 Bonds shall be offered and advertised for sale and shall be in the principal amount, be dated, bear interest and mature as set forth in the Notice of Sale hereinafter set out.

Section 2. Sealed bids for the Series 2020 Bonds shall be received until 10:00 a.m., Central Time, on March 25, 2020, at the office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa, and the City Council shall meet to consider the bids received and take action thereon at 5:30 p.m. on March 25, 2020, at the Council Chambers, City Hall, Davenport, Iowa.

Section 3. The Deputy City Clerk is hereby authorized and directed to publish notice of the sale of the Series 2020 Bonds, as provided by Chapter 75 of the Code of Iowa, not less than 4 nor more than 20 days prior to the date set for the sale, in substantially the following form:

NOTICE OF SALE
City of Davenport, Iowa
\$40,520,000* General Obligation Corporate and Refunding Bonds,
Series 2020

Bids will be received on behalf of the City of Davenport, Iowa, until 10:00 a.m., Central Time, on March 25, 2020, for the purchase of \$40,520,000* General Obligation Corporate and Refunding Bonds, Series 2020 (the “Series 2020 Bonds”).

Either of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received at the office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa.

Electronic Internet Bidding: Electronic Internet bids will be received through PARITY.

After the deadline for receipt of bids has passed, sealed bids will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 5:30 p.m. on March 25, 2020, at the Council Chambers, City Hall, Davenport, Iowa, at which time the Series 2020 Bonds will be sold to the best bidder for cash.

The Series 2020 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, will be dated April 15, 2020, will bear interest payable semiannually on each June 1 and December 1 to maturity, commencing December 1, 2020, and will mature on June 1 in the following years and amounts:

Year	Principal Amount	Year	Principal Amount
2021	\$4,555,000	2029	\$1,745,000
2022	\$4,535,000	2030	\$1,785,000
2023	\$4,610,000	2031	\$1,835,000
2024	\$4,695,000	2032	\$1,330,000
2025	\$4,795,000	2033	\$1,370,000
2026	\$3,050,000	2034	\$1,400,000
2027	\$1,670,000	2035	\$1,440,000
2028	\$1,705,000		

*The City reserves the right to increase or decrease the aggregate principal amount of the Series 2020 Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder.

The right is reserved to the City to call and redeem all of the Series 2020 Bonds maturing in the years 2029 to 2035, inclusive, in whole or from time to time in part, in one or more units of \$5,000, on June 1, 2028, or on any date thereafter prior to and in any order of maturity (and within a maturity by lot), upon terms of par and accrued interest.

Bidders must specify a price of not less than \$40,223,848, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of \$405,200 is required from the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Series 2020 Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Series 2020 Bonds are being issued pursuant to the provisions of Division III of Chapter 384 of the Code of Iowa and the Charter of the City and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

Bidders should be aware that the official terms of offering to be published in the Official Statement for the Series 2020 Bonds contain additional bidding terms and information relative to the Series 2020 Bonds, including, without limitation, requirements regarding the establishment of issue price for the Series 2020 Bonds. Bidders should prepare their bids on the assumption that the Series 2020 Bonds will be subject to the "hold-the-offering-price" rule, if the requirements for a competitive sale have not been met. Any bid submitted pursuant to this Notice of Sale will be considered a firm offer for the purchase of the Series 2020 Bonds, and bids submitted will not be subject to cancellation or withdrawal. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Series 2020 Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

By order of the City Council of Davenport, Iowa.

Brian Krup
Deputy City Clerk

Section 4. The use by PFM Financial Advisors LLC of the Preliminary Official Statement related to the Series 2020 Bonds, in substantially the form as has been presented to and considered by the City Council, is hereby approved, and PFM Financial Advisors LLC is hereby authorized to prepare and use the final Official Statement for the Series 2020 Bonds, substantially in the form of the Preliminary Official Statement, but with such changes as are required to conform the same to the terms of the Series 2020 Bonds and the ordinance that will be adopted to authorize the issuance of the Series 2020 Bonds, and the appropriate City officials are hereby authorized to execute the final Official Statement for the Series 2020 Bonds, if requested. The Preliminary Official Statement is deemed final by the City, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Series 2020 Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 11, 2020.

Mayor

Attest:

Deputy Clerk

STATE OF IOWA
COUNTY OF SCOTT
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to setting a date for the sale of General Obligation Corporate and Refunding Bonds, Series 2020.

WITNESS MY HAND this _____ day of _____, 2020.

Deputy Clerk

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that pursuant to the resolution of its Council setting the date for the sale of General Obligation Corporate and Refunding Bonds, Series 2020, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published in the *Quad City Times* on the date specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2020.

Deputy Clerk

(Attach here publisher's original affidavit with clipping of the notice, as published.)

(Electronic and Sealed Bids accepted)

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax under the Internal Revenue Code of 1986 (the "Code"). In the opinion of Bond Counsel, the Bonds will NOT be "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein for more information.

CITY OF DAVENPORT, IOWA

\$40,520,000* General Obligation Corporate Bonds, Series 2020

Bonds Dated: Date of Delivery (April 15, 2020)

Principal Due: June 1 as shown inside front cover

The \$40,520,000* General Obligation Corporate Bonds, Series 2020 (the "Bonds") are issued by the City of Davenport, Iowa (the "City" or "Issuer") pursuant to the authority of the Davenport City Charter and Division III of Chapter 384 of the Code of Iowa. The Bonds are being issued to pay costs in connection with making improvements to sanitary sewers, sewage treatment works, storm sewers, streets, streetscapes, sidewalks and paths, airport, municipal housing projects, fire and police department facilities, parks, improvements to municipal buildings and facilities; acquisition of equipment for public safety, streets, solid waste, mass transit, parks and library; bridge repair and maintenance, vehicle maintenance, information technology and economic development projects. In addition, the Bonds are being issued to current refund, on June 1, 2020, \$13,495,000 of the City's outstanding General Obligation Corporate Bonds, Series 2012, dated March 7, 2012, maturing June 1, 2021 through 2031 (the "Series 2012 Bonds") and \$6,275,000 of the City's General Obligation Refunding Bonds, Series 2012D, dated May 7, 2012, maturing June 1, 2021 through 2025 (the "Series 2012D Bonds") (collectively the "Refunded Bonds"). The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

The Bonds will be issued as fully registered bonds without coupons and, when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. The City CFO/Assistant City Administrator, as designated paying agent/registrar (the "Registrar"), will pay principal of the Bonds, payable annually on each June 1 beginning June 1, 2021. Interest on the Bonds, payable initially on December 1, 2020, and thereafter on each June 1 and December 1, to DTC, which will in turn remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the registrar at the close of business on the 15th day of the month next preceding the interest payment date (the "Record Date").

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$40,223,848
GOOD FAITH DEPOSIT:	1% of Par Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX EXEMPTION AND RELATED TAX MATTERS" for more information.

BANK QUALIFICATION:	The Bonds will NOT be designated as " <u>qualified tax-exempt obligations</u> ".
LEGAL OPINION:	Dorsey & Whitney LLP, Des Moines, Iowa
REGISTRAR:	CFO/Assistant City Administrator
BIDS RECEIVED UNTIL:	10:00 A.M. Central Time on Wednesday, March 25, 2020 Office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa
BIDS CONSIDERED:	5:30 P.M. Central Time on Wednesday, March 25, 2020 City Council Chambers, City Hall, Davenport, Iowa
DELIVERY:	Delivery is anticipated to occur on April 15, 2020

The date of this Preliminary Official Statement is March 11, 2020.

*Preliminary; subject to change.

(THIS PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE PRELIMINARY OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.)

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

CITY OF DAVENPORT, IOWA

\$40,520,000* General Obligation Corporate Bonds, Series 2020

MATURITY: June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Interest Rate ⁽¹⁾</u>	<u>Yield ⁽¹⁾</u>	<u>CUSIP Base 238388 ⁽¹⁾</u>	<u>Year</u>	<u>Amount*</u>	<u>Interest Rate ⁽¹⁾</u>	<u>Yield ⁽¹⁾</u>	<u>CUSIP Base 238388 ⁽¹⁾</u>
2021	\$ 4,555,000	—%	—%	—	2029	\$ 1,745,000	—%	—%	—
2022	4,535,000	—%	—%	—	2030	1,785,000	—%	—%	—
2023	4,610,000	—%	—%	—	2031	1,835,000	—%	—%	—
2024	4,695,000	—%	—%	—	2032	1,330,000	—%	—%	—
2025	4,795,000	—%	—%	—	2033	1,370,000	—%	—%	—
2026	3,050,000	—%	—%	—	2034	1,400,000	—%	—%	—
2027	1,670,000	—%	—%	—	2035	1,440,000	—%	—%	—
2028	1,705,000	—%	—%	—					

*** PRINCIPAL**

ADJUSTMENT: The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$43,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

INTEREST: Interest on the Bonds will be payable on December 1, 2020 and semiannually thereafter.

REDEMPTION: Bonds due after June 1, 2028 will be subject to call for prior redemption on said date or on any date thereafter upon terms of par plus accrued interest to date of call.

⁽¹⁾ Interest rates, prices or reoffering yields, and cusip numbers will be set forth in the final Official Statement described herein.

No dealer, broker, salesman or other person has been authorized by the City, PFM Financial Advisors LLC (the “Municipal Advisor”) or the underwriters to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriters. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources, which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriters. The information and expressions of opinions herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement nor any sale made thereafter shall, under any circumstances, create any implication that there has been no change in the affairs of the City or in any other information contained herein, since the date hereof.

TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
Introduction to the Official Statement.....	1
Description of the Bonds.....	3
Authorization and Purpose.....	3
Sources and Uses of Funds.....	3
Interest Computation.....	3
Optional Redemption.....	4
Security.....	4
Registration and Transfers.....	4
Book-Entry-Only Form.....	4
Continuing Disclosure.....	6
The City of Davenport.....	7
Introduction.....	7
Form of Government.....	8
Municipal Services.....	9
Municipal Enterprises.....	10
Municipal Employees.....	11
Retirement Systems and Other Post	
Employment Benefits.....	12
Bargaining Units.....	14
Economic and Demographic Information.....	15
Population.....	15
Employment.....	15
Labor Force and Unemployment Statistics.....	17
Buying Income and Per Capita Retail Sales.....	17
Construction.....	18
Education.....	18
Community Colleges and Adult Education.....	19
Higher Education.....	19
Indebtedness.....	20
Authority to Incur Debt.....	20
Debt Limit.....	20
Debt Administration.....	20
Overlapping Debt.....	20
Debt Trends.....	22
Long-Term Debt.....	24
Debt Service Payments.....	25
Tax Levy Abatement.....	26
TIF Rebate Agreements.....	27
Other Debt.....	28
Industrial Revenue Bonds.....	28
Future Financing.....	28
Financial Information.....	29
Financial Reports.....	29
Certificate of Achievement.....	29
Risk Management.....	29
Results of Operations.....	30
Property Valuations and Taxes.....	36
Legislation - Property Tax Matters.....	36
Property Valuations and Tax Collection	
Procedures.....	37
Property Tax Levies and Collections.....	39
Taxes Per \$1,000 of Taxable Value.....	40
Principal Taxpayers.....	41
Local Option Sales Tax.....	41
Municipal Advisor.....	41
Ratings.....	42
Legal Matters.....	42
Tax Exemption and Related Tax Matters.....	42
Bondholders’ Risks.....	44
No Litigation.....	47
Closing Documents.....	48
Certification.....	48
Miscellaneous.....	48
APPENDIX A – Comprehensive Annual Financial Report	
June 30, 2019	
APPENDIX B – Form of Legal Opinion	
APPENDIX C – Form of Continuing Disclosure Certificate	
APPENDIX D – Notice of Sale	
APPENDIX E – Terms of Offering	
EXHIBIT 1 – FORMS OF ISSUE PRICE CERTIFICATES	
Official Bid Form	

INTRODUCTION TO THE OFFICIAL STATEMENT

The Bonds

The following information is furnished solely to provide limited introductory information regarding the issuance of \$40,520,000 General Obligation Corporate Bonds, Series 2020 (the “Bonds”) by the City of Davenport, Iowa (the “City”) and does not purport to be comprehensive. All such information is qualified in its entirety by reference to the more detailed descriptions appearing in this Preliminary Official Statement, including the appendices hereto.*

Issuer:	The City of Davenport, Iowa. The City is located on the Iowa bank of the Mississippi River approximately midway between the cities of Des Moines, Iowa and Chicago, Illinois.	
Purpose:	The Bonds are being issued to pay costs in connection with making improvements to sanitary sewers, sewage treatment works, storm sewers, streets, streetscapes, sidewalks and paths, airport, municipal housing projects, fire and police department facilities, parks, improvements to municipal buildings and facilities; acquisition of equipment for public safety, streets, solid waste, mass transit, parks and library; bridge repair and maintenance, vehicle maintenance, information technology and economic development projects. In addition, the Bonds are being issued to current refund, on June 1, 2020, \$13,495,000 of the City’s outstanding General Obligation Corporate Bonds, Series 2012, originally dated March 7, 2012, maturing June 1, 2021 through 2031 (the “Series 2012 Bonds”) and \$6,275,000 of the City’s General Obligation Refunding Bonds, Series 2012D, originally dated May 7, 2012, maturing June 1, 2021 through 2025 (the “Series 2012D Bonds”) (collectively the “Refunded Bonds”).	
Security:	The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.	
Optional Redemption:	The Bonds due after June 1, 2028 will be subject to call for prior redemption on said date or on any date thereafter upon terms of par plus accrued interest to the date of call.	
Principal Payments:	Principal is payable on June 1 in the years 2021 through 2035.	
Interest Payments:	Interest on the Bonds is payable on June 1 and December 1 of each year commencing December 1, 2020.	
Bank Qualification:	The Bonds will NOT be designated as “ <u>qualified tax-exempt obligations</u> ”.	
Tax Status:	See “ <i>TAX EXEMPTION AND RELATED TAX MATTERS</i> ” herein.	
Professional Consultants:	<i>Municipal Advisor:</i>	PFM Financial Advisors LLC Des Moines, Iowa
	<i>Bond Counsel:</i>	Dorsey & Whitney LLP Des Moines, Iowa
Book-Entry-Only:	The Bonds will be issued as book-entry-only securities through The Depository Trust Company.	
Authority for Issuance:	The Bonds are issued pursuant to the authority of the Davenport City Charter and Division III of Chapter 384 of the Code of Iowa.	
Denominations:	\$5,000 or multiples thereof.	
Registration & Exchange:	Upon presentation to the Registrar, the Bonds will be exchanged for one or more Bonds in multiples of \$5,000.	
Record Date:	The close of business on the 15 th day of the month next preceding the interest payment date.	

* Preliminary; subject to change.

**Conditions Affecting Issuance
of the Bonds:**

The Bonds are offered when, as and if issued, subject to the approving legal opinion of Dorsey & Whitney LLP.

**Limitations on Offering or
Reoffering Securities:**

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriters to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriters. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

Legal Matters:

Legal matters incident to the authorization and issuance of the Bonds are subject to the opinion of Dorsey & Whitney LLP, Bond Counsel, Des Moines, Iowa, as to validity and tax status. The opinion will be substantially in the form set forth in APPENDIX B attached hereto. The opinion will accompany the Bonds. Bond Counsel has not participated in the preparation of this Preliminary Official Statement except for information under the headings "TAX EXEMPTION AND RELATED TAX MATTERS" and "LEGAL MATTERS" and the "Authorization and Purpose" section under the heading "DESCRIPTION OF THE BONDS". Bond Counsel has prepared the documents contained in APPENDIX B, APPENDIX C and APPENDIX D.

No Litigation:

There is no litigation now pending or, to the knowledge of City officials, threatened which questions the validity of the Bonds or of any proceedings of the City taken with respect to the issuance or sale thereof.

Questions regarding the Bonds or the Preliminary Official Statement can be directed to and additional copies of the Preliminary Official Statement and the City's Comprehensive Annual Financial Reports may be obtained from PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 (phone: 515-243-2600), the City's Municipal Advisor, or from Mr. Brandon E. Wright, CFO/Assistant City Administrator, City Hall, 226 West Fourth Street, Davenport, Iowa 52801 (phone: 563-326-7750).

DESCRIPTION OF THE BONDS

Authorization and Purpose

The Bonds are issued pursuant to the authority of the Davenport City Charter and Division III of Chapter 384 of the Code of Iowa. The Bonds will be issued pursuant to the ordinance to be adopted by the City Council on March 25, 2020.

The Bonds are being issued to pay costs in connection with making improvements to sanitary sewers, sewage treatment works, storm sewers, streets, streetscapes, sidewalks and paths, airport, municipal housing projects, fire and police department facilities, parks, improvements to municipal buildings and facilities; acquisition of equipment for public safety, streets, solid waste, mass transit, parks and library; bridge repair and maintenance; vehicle maintenance; information technology and economic development projects. In addition, the Bonds are being issued to current refund, on June 1, 2020, \$13,495,000 of the City's outstanding General Obligation Corporate Bonds, Series 2012, originally dated March 7, 2012, maturing June 1, 2021 through 2031 (the "Series 2012 Bonds") and \$6,275,000 of the City's General Obligation Refunding Bonds, Series 2012D, originally dated May 7, 2012, maturing June 1, 2021 through 2025 (the "Series 2012D Bonds") (collectively the "Refunded Bonds").

Series 2012 Bonds:

<u>Issue Date</u>	<u>Refunded Maturities</u>	<u>Refunded Amount</u>	<u>Call Date</u>	<u>Call Price</u>
03/07/12	06/01/21 - 31	\$ 13,495,000	06/01/20	100%

Series 2012D Bonds:

<u>Issue Date</u>	<u>Refunded Maturities</u>	<u>Refunded Amount</u>	<u>Call Date</u>	<u>Call Price</u>
05/07/12	06/01/21 - 25	\$ 6,275,000	06/01/20	100%

Sources and Uses of Funds

Table 1 below presents the estimated sources and uses of funds for the Bonds.

Table 1
Estimated Sources and Uses of Funds for the Bonds

Sources:	
Par Amount of Bonds	\$ 40,520,000.00*
Uses:	
Deposit to Project Fund	\$ 20,285,000.00
Deposit to Escrow	19,770,000.00
Underwriter's Discount	296,152.50
Estimated Cost of Issuance and Contingency	<u>168,847.50</u>
Total Uses of Funds	<u>\$40,520,000.00*</u>

*Preliminary; subject to change.

Interest Computation

Interest on the Bonds will be payable semi-annually commencing December 1, 2020. Interest will be computed on a 360-day year, 30-day month basis and paid to the owners of record as of the close of business on the 15th day of the month next preceding the interest payment date. Payments coming due on a non-business day will be paid on the next business day.

Optional Redemption

The Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

Security

The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. If the amount credited to the Debt Service Fund for payment of the Bonds is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City sufficient to pay the debt service deficiency without limit as to rate or amount.

Registration and Transfers

The Registrar will be the City's CFO/Assistant City Administrator. The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to its participants, for subsequent disbursement to the beneficial owners of the Bonds. Each bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

Book-Entry-Only Form

The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to

its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Continuing Disclosure

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than June 30 of each year following the end of the 2019-2020 Fiscal Year, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the "Rule").

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

THE CITY OF DAVENPORT

Introduction

The City of Davenport, Iowa (the “City”) is the principal city of eastern Iowa and the county seat of Scott County. The City is located on the Iowa bank of the Mississippi River approximately midway between the cities of Des Moines, Iowa and Chicago, Illinois. The City is the third largest city in Iowa. The City, named after Colonel George Davenport, was originally settled in 1808, making it one of the oldest cities in the upper Midwest. Incorporated in 1836, the City continues as one of the four remaining special charter cities in Iowa. The General Assembly of Iowa in 1851 adopted a special charter for the City and with subsequent amendments adopted by the General Assembly in 1853, 1855, and 1857, the charter has remained unchanged to this date. Subsequent changes to the laws of the State of Iowa affecting cities under special charter have been made from time to time and are now codified in Chapter 420, Code of Iowa, 1987 as amended.

The development of the City commenced with the end of the Black Hawk War (1832) and the immigration flowing from political unrest in Europe. Lands west of the Mississippi were first opened for settlement in 1833. The population in 1840 was 600; in 1850, 1,848; in 1860, 11,267; in 1870, 20,038 of whom 8,301 were immigrants from Europe. The Mississippi River and early water transportation established the City as a major grain depot in the heart of the greatest agricultural center in the world, with commercial development prominent as early as 1850.

With its dynamic development, the City has served its area in a unique capacity. The City is the major city of the “Quad-City Metropolitan Area” which includes three counties located in two states. The area includes Scott County, Iowa and Rock Island and Henry Counties, Illinois. The major communities, apart from the City, include the cities of Bettendorf in Iowa, and Rock Island, Moline and East Moline in Illinois. This Davenport-Moline-Rock Island Metropolitan Statistical Area had an official 2010 U. S. Census population of 379,690. The City, with a 2010 U.S. Census population of 99,685, is the largest city in the State of Iowa on the Mississippi River, and ranks high as a retail and business center.

The City is located 335 miles southeast of Minneapolis, 163 miles west of Chicago, 303 miles east of Omaha and 233 miles north of St. Louis. The location of the City along the inland waterway system provides a minimum nine-month shipping season of barge traffic. Coal, petroleum, and grain remain the major commodities shipped by barge. The City’s municipal airport, the Quad-City International Airport (the “Airport”), consists of two moderate-length runways serving primarily private, commuter, and corporate aircraft. The Airport provides commercial air service by Allegiant Air, American Eagle, United Express, and Delta Connection. The Airport is also designated as a U.S. Customs Port of Entry, providing clearance on charters and private planes. The City is served by U.S. Highways No. 6, 61, and 67; State Highways No. 22 and 130; and Interstates 74 and 80. The City is served by the Burlington-Northern Railroad, the Soo Line Railroad Co., the Davenport, Rock Island and North Western line, and the Iowa Interstate Railroad.

Intra-city bus service is provided with 10 fixed routes within the City and one route providing service to the Rock Island central business district. The Quad-Cities Metropolitan Area is served by 34 passenger motor carriers.

In addition to its prominence as a commercial center, the City serves its trade area as a medical center. The City’s two hospitals, Genesis Medical Centers East and West, provide a combined capacity of 502 beds offering excellent medical care facilities. An additional four general hospitals located throughout the Quad-Cities Metropolitan Area provide modern medical service to the surrounding area.

Form of Government

The form of city government is Mayor-Council, utilizing a professional City Administrator. A Mayor, two Aldermen-at-Large, and an Alderman for each ward (eight wards are presently established in the City) are elected by the electors. City elections are held on the Tuesday after the first Monday in November in odd numbered years. At each election, a Mayor and two Alderman-at-Large are elected by the electors of the whole city; and one Alderman from each ward of the City is elected by the electors of that ward. The persons so elected hold their respective offices for a term of two years.

Mayor and Council

	Initial Term <u>Commenced</u>	Current Term <u>Expires</u>
Mike Matson, Mayor	1/20	1/22
Kyle Gripp, Alderman-at-Large	1/16	1/22
J J Condon, Alderman-at-Large	1/18	1/22
Rick Dunn, First Ward	1/14	1/22
Maria Dickman, Second Ward	1/16	1/22
Marion Meginnis, Third Ward	7/17	1/22
Raymond A. Ambrose, Fourth Ward	1/98	1/22
Matt Dohrmann, Fifth Ward	1/20	1/22
Ben Jobgen, Sixth Ward	1/20	1/22
Patrick Peacock, Seventh Ward	1/20	1/22
Judith Lee, Eighth Ward	1/20	1/22

The City has a full-time City Administrator appointed by the City Council for an indefinite term. In addition, there are 12 department directors, of which six are appointed by the City Administrator. The Library Director is appointed by the Board of Library Trustees and the Civil Rights Director is appointed by the Civil Rights Commission. City administrative personnel are presented below.

Administration

Corrin Spiegel, City Administrator
Latrice Lacey, Director of Civil Rights
Bruce E. Berger, Director of Community and Economic Development
Brandon E. Wright, CFO/Assistant City Administrator
Cory J. Smith, IT Director
Michael P. Carlsten, Fire Chief
Thomas D. Warner, Corporation Counsel
Mallory L. Merritt, Director of Human Resources
Paul M. Sikorski, Police Chief
Amy Groskopf, Director of Library
Nicole E. Gleason, Public Works Director/Assistant City Administrator
Chad B. Dyson, Director of Parks and Recreation
Richard E. Oswald, Director of Neighborhood Services

Municipal Services

The City provides a wide variety of public services through twelve professionally staffed departments and the office of the City Administrator. A summary of the operation of major City departments is provided below.

Administration Department

The Administration Department provides overall coordination of the daily operations of the City.

Finance Department

The Department of Finance is responsible for collecting, accounting for and disbursing all monies due to and collected by the City, budget preparation, purchasing management, risk management and management of contractual administration of the RiverCenter/Adler Theatre. A more detailed description of the role of the Department of Finance is included in the "Financial Information" section of this Official Statement.

Information Technology Department

The Information Technology Department provides network, telephone, radio, computer and communication support within the City.

Legal Department

The purpose of the Legal Department is to provide legal services required by the City for the Mayor, City Council, City Administrator, Boards, Commissions and City Employees.

Human Resources Department

The Human Resources Department develops, implements and administers a comprehensive personnel program to assure compliance of personnel practices with good management policy and with applicable federal, state and local legislation and to conduct collective bargaining with certified employee representatives.

Community and Economic Development Department

The purpose of the Community and Economic Development Department is to provide for the orderly development of the City through administering the land control ordinances of the City and planning for physical improvements needed to serve the community.

Police Department

The Police Department is responsible for crime curtailment, public safety and welfare through the enforcement of state and local laws.

Fire Department

The Fire Department is responsible for prevention of loss of life and property due to fires. The Fire Department has seven fire stations with eight engine companies, three ladder companies, and four reserve apparatus.

Parks and Recreation Department

The Parks and Recreation Department acquires, maintains and develops in excess of 1,981 acres of public parks, open spaces, cemeteries and recreation facilities to enhance the leisure time activities for the residents of the City.

Municipal Library

The Library maintains approximately 198,939 volumes of adult and children's books and 130 public use computers are available at three locations.

Public Works Department

The purpose of the Public Works Department is to provide: (a) the engineering and construction of infrastructure; (b) public service such as infrastructure maintenance, snow removal, sewer maintenance, garbage and refuse collection, recycling, and operation of the municipal garage; (c) operation of and maintenance of the City's Water Pollution Control Plant, and Compost Facility; (d) administration of mass transit, airport and traffic engineering operations of the City and (e) the delivery of construction inspection services.

Civil Rights Department

The Civil Rights Department is responsible for receiving and causing the investigation of discrimination complaints, to study the existing character and cause of patterns and practices of discrimination.

Neighborhood Services Department

The Neighborhood Services department includes the management of the rental inspection program, nuisance code enforcement, zoning code enforcement, parking enforcement, parking services, and management of procedure to track and abate vacant/substandard homes.

Municipal Enterprises

The City has eleven enterprise operations. A brief description of each enterprise is presented below.

Public Transit Fund

Accounts for revenue and expenses associated with the City's fixed route transit system, demand response transit system and the ground transportation terminal, known as the Transit Center. Revenue is generated mainly from charges for services and miscellaneous office rentals at the Transit Center.

Parking System Fund

Accounts for revenue and expenses associated with the City's parking system, which provides both on-street and off-street parking. This operation is administered by the Public Works Department.

Sewer Operations Fund

Accounts for revenue and expenses of the system responsible for collecting and treating the wastewater of the Cities of Davenport, Bettendorf, Riverdale, and Panorama Park. The City accumulates the costs of operations, construction, and equipment replacement, and bills the other cities monthly for their portion of such costs based on an actual usage percentage calculated annually.

Public Housing Fund

Accounts for revenue and expenses associated with the Heritage High-Rise housing facility for the elderly, handicapped and disabled and for the Public Housing units for low-income families. A Federal Housing and Urban Development (HUD) subsidy provides support for the Heritage High-Rise housing facility.

Golf Courses Fund

Accounts for revenue and expenses associated with operation of the City's three golf courses (Duck Creek, Emeis, and Red Hawk). The fund also accounts for the revenue and expenses of the golf course capital improvement fee charged at the three courses.

Airport Fund

Accounts for revenue and expenses associated with operation of the City's Municipal Airport, a reliever airport for the Quad-City Airport. Rental income is obtained for the leasing of surrounding farmland, as well as hangar spaces at the airport.

RiverCenter Fund

Accounts for rental income and expenses associated with the operation of a 130,000-square-foot RiverCenter conference, convention and trade show facility and a 2,347-seat Adler Theatre (the "Center"). The Center is the Quad-Cities' conference, convention, trade show facility and theater and it is operated for the use and enjoyment of the City's citizens, as well as, to encourage a flow of people and dollars into the community.

Solid Waste Collection Fund

Accounts for revenue and expenses associated with the City's solid waste, bulky waste, yard waste and curbside recycling programs.

Clean Water Utility Fund

Accounts for revenue and expenses related to the operation and maintenance of the storm water collection system including inspections, mapping, drainage maintenance, street sweeping and other activities related to clean water activities.

River's Edge Fund

Accounts for revenue and expenses associated with operating an indoor sports facility that offers both an indoor ice rink and soccer fields.

Transload Fund

Accounts for revenue and expenses associated with operating a transload facility that offers a way for users to realize the benefit of rail freight without onsite rail access.

Municipal Employees

As of December 31, 2019, the City had 1,155 employees, consisting of 756 full-time employees and 399 part-time and seasonal employees. Table 2 presents a history of total personnel over the last five years. Table 3, on the following page, presents employment by job category.

Table 2
Municipal Employees

<u>December 31</u>	<u>Full-Time</u>	<u>Part-Time</u>
2019	756	399
2018	750	445
2017	740	430
2016	736	415
2015	746	349

Source: City of Davenport Department of Human Resources.

Table 3
Employees by Department – December 31, 2019

	<u>Full-time</u>	<u>Part-time</u>
City Council	1	10
Mayor	2	0
Finance	23	1
Administration	6	1
Information Technology	8	0
Legal	4	0
Human Resources	7	1
Community & Economic Development	22	0
Civil Rights	4	1
Neighborhood Services ⁽¹⁾	19	3
Public Works ⁽¹⁾	274	52
Police	191	19
Fire	135	0
Leisure Facilities and Services	19	274
Library	<u>41</u>	<u>37</u>
	<u>756</u>	<u>399</u>

Source: City of Davenport Department of Human Resources.

Retirement Systems and Other Post Employment Benefits

The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System (“IPERS”) and the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system’s funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System (“IPERS”): The City contributes to IPERS, which is a cost-sharing multiple-employer, contributory defined benefit public employee retirement system administered by IPERS. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the Fiscal Years ended June 30, 2017, 2018, and 2019 as shown below equal the required contributions for each year:

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
IPERS City Contribution	\$ 2,758,533	\$ 2,853,786	\$ 3,142,483

The IPERS Comprehensive Annual Financial Report is available on the IPERS website, <https://www.ipers.org/financial-and-investment>, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$26,887,925 within its Comprehensive Annual Financial Report (the “CAFR”) as of June 30, 2019 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of

contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2018, the City's collective proportion was 0.4248875% which was an increase of 0.012245% from its proportion measured as of June 30, 2017.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded accrued actuarial liabilities of IPERS ("UAAL"). The UAAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

For additional information on the City's Employee Retirement Systems, refer to Note 7 Section A beginning on page 52 of the City's June 30, 2019 CAFR contained as APPENDIX A of this Official Statement.

Municipal Fire and Police Retirement System of Iowa ("MFPRSI"): The City contributes to MFPRSI, which is a cost-sharing multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established, and may be amended by state statute. The City's contributions to MFPRSI for the Fiscal Years ended June 30, 2017, 2018 and 2019 as shown below equal the required contributions for each year:

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
MFPRSI City Contribution	\$ 5,746,552	\$ 5,806,691	\$ 6,142,533

The MFPRSI Independent Auditors Report is available on the MFPRSI website, <http://www.mfprsi.org/about-mfprsi/publications/> or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.

Pursuant to GASB Statement No. 68, the City reported a liability of \$46,156,220 within its CAFR as of June 30, 2019 for its proportionate share of the MFPRSI net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2018, the City's proportion was 7.752091% which was a decrease of 0.061892% from its proportion measured as of June 30, 2017.

For additional information on the City's Employee Retirement Systems, refer to Note 7 Section B beginning on page 55 of the City's June 30, 2019 CAFR contained as APPENDIX A of this Official Statement.

Deferred Compensation: The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The Section 457 plan, available to all City employees, permits them to defer a portion of their salary until future years. The City's contributions to deferred compensation for the Fiscal Years ended June 30, 2017, 2018 and 2019 are shown below:

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
457 Deferred Contribution	\$ 2,248,213	\$ 2,123,957	\$ 2,343,344

For additional information on the City's Employee Retirement Systems, refer to Note 7 Section C beginning on page 59 of the City's June 30, 2019 CAFR contained as APPENDIX A of this Official Statement.

Other Post-Employment Benefits (“OPEB”): The City sponsors a single-employer health care plan that provides a continuation option to retirees to purchase health benefits under the City’s group health plan. The plan is administered by the City and the City has the authority to establish or amend the plan provisions or contribution requirements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement No. 75. The plan does not issue a stand-alone financial report.

Benefits provided: As required under Iowa Code Chapter 509A.13, the City provides postemployment health benefits. Employees who have attained age 55 and have fifteen or more years of service with the City, or qualify for normal retirement as defined by IPERS, or qualify for normal retirement as defined by MFPRSI or are granted retiree status pursuant to a separation agreement with the City are eligible for retiree benefits. Eligible retirees and their dependents may purchase medical, prescription drug and dental insurance through the City’s self-insured plan.

Contributions: The current funding policy of the City is to pay health claims as they occur. The City does not explicitly subsidize retiree health care coverage. Retirees pay 100% of the group rate calculated on the expected costs based on the entire group of active, COBRA participants and retirees. For Fiscal Year ended June 30, 2019, retirees receiving benefits contributed \$692,976 through their required contribution of \$961.12 per month for single health coverage, \$1,535.56 per month for single plus one health coverage and \$2,146.03 per month for family coverage.

The source of payment is the fund that pays the benefits for the current employees; either the General Fund or a proprietary fund. Other postemployment liabilities attributed to governmental activities are generally liquidated by the Employee Health Insurance Internal Service Fund.

	Total OPEB Liability
Balance as of July 1, 2018	\$ 20,662,398
Changes for the year:	
Service cost	1,530,279
Interest	783,370
Changes in assumptions or other inputs	494,396
Contributions and payments made	(840,556)
Net changes	1,967,489
Balance as of June 30, 2019	<u>\$ 22,629,887</u>

For additional information on the City’s Other Post Employment Benefits (OPEB), refer to Note 10 beginning on page 68 of the City’s June 30, 2019 CAFR contained as APPENDIX A of this Official Statement.

Bargaining Units

Table 4 presents the various organizations, number of employees represented and the respective contract expiration dates.

Table 4
Union Representation – December 31, 2019

<u>Union</u>	<u>Employees Represented</u>	<u>Contract Expiration Date</u>
Davenport Association of Professional Firefighters, Local #17	125	June 30, 2023
Iowa State Policemen’s Association, Local #2	154	June 30, 2023
American Federation of State, County and Municipal Employees, Local #887	118	June 30, 2021
Chauffeurs, Teamsters and Helpers Local Union #238	179	June 30, 2021
Division #312 of the Amalgamated Transit Union	30	June 30, 2021

Source: City of Davenport Payroll Department.

ECONOMIC AND DEMOGRAPHIC INFORMATION

Population

The City covers an area of approximately 66 square miles. Table 5 presents demographic data for the City based on the past five decennial censuses.

Table 5
Demographic Data

<u>Census Year</u>	<u>Quad- City Area</u>	<u>Percent Increase (Decrease)</u>	<u>Scott County</u>	<u>Percent Increase (Decrease)</u>	<u>City of Davenport</u>	<u>Percent Increase (Decrease)</u>	<u>City Density Per Sq. Mile</u>
2010	379,690	1.0%	165,224	4.1%	99,685	1.3%	1,608
2000	376,019	7.2%	158,668	5.1%	98,359	3.2%	1,586
1990	350,861	(8.6%)	150,979	(5.7%)	95,333	(7.7%)	1,538
1980	383,958	5.9%	160,022	12.1%	103,264	4.9%	1,666
1970	362,641	12.6%	142,687	18.7%	98,469	10.7%	1,588

Source: United States Census Bureau.

Employment

Over 425 industrial firms are located in the Quad-Cities Metropolitan Area. Principal products include aluminum sheet and foil, farm implements, aircraft instruments and equipment, animal feeds, laundry machinery, ordnance equipment, pork, beef and other food products, Portland cement, rubber footwear, wheels and wheel balancing equipment, scales, steel castings, traffic controls, ventilation systems and many others.

Prominent employers within the Quad-Cities Metropolitan area include the Rock Island Arsenal, Deere & Company and Trinity Medical Center. The top employers within Davenport are presented on the next page in Table 6. Table 7 presents other major employers within the Quad-Cities Metropolitan Area.

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Table 6
Major Employers, City of Davenport

<u>Employer Name</u>	<u>Product</u>	<u>Approximate Number of Employees</u> ⁽¹⁾
Genesis Health System	Health Care System	4,805
Arconic ⁽²⁾	Aluminum, Sheet, Plate & Foil	2,500 ⁽²⁾
Davenport Community Schools	Education	2,279
City of Davenport	Government	1,155
MidAmerican Energy Company	Utility Service	845
Kraft Heinz	Meat Packing	790
Eastern Iowa Community College	Education	758
Von Maur	Headquarters/Distribution for Retail Stores	640
United Parcel Service	Parcel Delivery Service	640
Wells Fargo – Davenport Region	Finance	610
AT&T Corporation	Telecommunications	610 ⁽³⁾
Alorica Customer Care Inc./APAC	Telemarketing	550
Sears Manufacturing	Tractor Seats	520

⁽¹⁾ Includes full and part time employees.

⁽²⁾ Headquarters in Riverdale, IA. Formerly known as Alcoa Davenport Works.

⁽³⁾ Headquarters in Rock Island, IL.

Source: Larger Employer websites. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

Table 7
Major Employers, Quad-Cities Metropolitan Area ⁽¹⁾

<u>Employer Name</u>	<u>Product</u>	<u>Approximate Number of Employees</u> ⁽²⁾
Deere & Company	Industrial and Agricultural Equipment	7,240
Rock Island Arsenal	Government, Armaments	6,163 ⁽³⁾
Genesis Health System	Health Care	5,173
Hy-Vee	Grocery	4,568
Trinity Medical Center/Unity Point	Health Care	3,954
HNI Corporation/The Hon Company/Allsteel	Manufacturing	3,200
Walmart	Warehouse Clubs and Supercenter	2,821
Arconic	Aerospace and Defense Aluminum	2,500
Tyson Fresh Meats	Food Processing	2,400
Oscar Mayer/Kraft	Food Processing	1,600
Isle Casino Hotel Bettendorf	Casino & Hotel	1,250
Tri-City Electric Co.	Electrical Contractor	1,200
West Liberty Foods, LLC	Food Processing	1,200

⁽¹⁾ Includes largest employers within the Quad Cities region. Year to year comparisons may not be accurate due to variability of source data.

⁽²⁾ Includes full and part time employees.

⁽³⁾ Civilian employee count only; military count considered classified information.

Source: Quad Cities Chamber most recent list. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

Labor Force and Unemployment Statistics

Table 8 lists the labor force, average annual employment and unemployment rate for the Davenport-Moline-Rock Island Combined Statistical Area (“CSA”), as compared to the unemployment rates for the City, State of Iowa and the United States for the years 2015 through November 2019.

Table 8
Labor Force and Unemployment Statistics

	<u>Davenport-Moline-Rock Island CSA</u>			<u>Unemployment Rates</u>		
	<u>Labor Force</u>	<u>Employed</u>	<u>Unemployment Rate</u>	<u>City of Davenport</u>	<u>State of Iowa</u>	<u>United States</u>
2019	239,400	210,300	4.0%	3.6%	2.9%	3.7%
2018	236,300	226,900	3.9%	3.4%	2.5%	3.9%
2017	235,500	225,300	4.3%	4.0%	3.1%	4.3%
2016	238,400	225,900	5.2%	4.9%	3.6%	4.9%
2015	240,600	227,700	5.4%	5.1%	3.8%	5.3%

Source: Iowa Workforce Development website and the Illinois Department of Employment Security website.

Buying Income and Per Capita Retail Sales

Table 9 below lists median household effective buying income and per capita retail sales for the City, the Quad-Cities Area, and the State of Iowa for the years 2015 through 2019.

Table 9
Buying Income/Per Capita Retail Sales

	<u>Effective Buying Income</u>			<u>Per Capita Retail Sales</u>		
	<u>City of Davenport</u>	<u>Quad-Cities Area</u>	<u>State of Iowa</u>	<u>City of Davenport</u>	<u>Quad-Cities Area</u>	<u>State of Iowa</u>
2019	\$ 43,187	\$ 47,556	\$ 50,853	\$ 28,389	\$ 19,050	\$ 19,504
2018	43,960	47,181	48,743	26,773	15,190	17,520
2017	41,579	44,413	47,626	26,773	17,722	17,619
2016	40,279	46,386	46,280	31,743	24,985	19,672
2015	40,503	44,205	45,457	29,363	19,608	17,611

Source: Claritas, Inc.

Construction

Construction activity in the City as shown by its building permit records is summarized in . Table 10. Permits are calculated on a fiscal year basis.

Table 10
Building Permits

Fiscal Year	<u>New Commercial</u>		<u>New Industrial</u>		<u>Miscellaneous</u> ⁽¹⁾		<u>New Residential</u>		<u>Other</u> ⁽²⁾
	<u>No.</u>	<u>Value</u>	<u>No.</u>	<u>Value</u>	<u>No.</u>	<u>Value</u>	<u>No.</u>	<u>Value</u>	<u>Value</u>
2020 ⁽³⁾	18	\$ 25,735,871	0	\$ 0	236	\$ 4,286,705	34	\$ 6,015,575	\$ 39,123,725
2019	20	39,831,396	0	0	406	3,694,639	124	38,306,434	105,994,514
2018	32	162,746,312	0	0	414	9,514,991	133	19,284,517	89,773,209
2017	16	30,228,670	1	43,190,255	474	5,773,358	163	23,767,466	122,124,731
2016	26	122,817,759	3	23,295,802	460	5,937,876	154	39,425,863	82,365,576

⁽¹⁾ Includes schools, churches, and other institutions.

⁽²⁾ Remodeling and other miscellaneous permits.

⁽³⁾ As of December 31, 2019.

Source: City of Davenport Department of Public Works.

Education

Three school districts serve the City. They are the Davenport Community School District, the North Scott Community School District and the Bettendorf Community School District. The North Scott Community School District represents approximately 3% of the City. The Davenport Community School District serves approximately 95% of the City, and the Bettendorf School District overlaps slightly into the City. There are four high schools, four junior high schools, one kindergarten through eighth grade, seventeen elementary schools and eight private schools providing K-12 education in the City. The Davenport Community School District public school enrollment over the last five years has been as follows:

Table 11
Public School Enrollment (October 1)

<u>Year</u>	<u>Fiscal Year</u>	<u>Certified Enrollment</u>
2019	2020-21	14,930
2018	2019-20	15,054
2017	2018-19	15,233
2016	2017-18	15,489
2015	2016-17	15,162

Source: Davenport Community School District.

Community Colleges and Adult Education

The Eastern Iowa Community College District (the “EICC”) operates three campuses including Scott Community College located in Bettendorf, Iowa; Clinton Community College located in Clinton, Iowa; and Muscatine Community College located in Muscatine, Iowa. Scott Community College provides the first and second years of liberal arts and pre-professional training for those students who wish to transfer to other institutions, and also provides a program which is appropriate to the vocational or technical objectives of the students. The Davenport Community School District offers adult education courses to individuals 16 years of age and over and not enrolled in a full-time school. Individuals who have not completed their high school education may do so through the programs established through the adult education program.

Higher Education

St. Ambrose University (the “University”) is a co-educational, liberal arts university accredited by the North Central Association of Colleges and Secondary Schools and the Iowa Department of Public Instruction. It is affiliated with the New York Board of Regents. St. Ambrose offers a Bachelor of Arts, Bachelor of Science, Bachelor of Music, Bachelor of Music Education, Bachelor of Special Studies and Bachelor of Selected Studies. In addition, a Master’s Degree in Business Administration is offered.

Palmer College of Chiropractic (the “College”) is accredited by the Council on Chiropractic Education, the North Central Association of Colleges and Secondary Schools, and by the Iowa Department of Public Instruction. The College offers a four-year course of study leading to a Doctor of Chiropractic degree.

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INDEBTEDNESS

Authority to Incur Debt

The Bonds are issued pursuant to the provisions of Division III of Chapter 384 of the Code of Iowa and the City's Charter. The City's special charter from the State of Iowa allows general obligation bonds to be issued upon approval of the City Council and does not require the vote of the taxpayers unless future interest payments on all debt reach a point where they exceed 75% of ordinary annual City revenues.

Debt Limit

The Constitution of the State of Iowa, Article XI, Section 3, provides as follows:

"Indebtedness of political or municipal corporations No county, or other political or municipal corporation, shall be allowed to become indebted in any manner, or for any purpose, to an amount, in the aggregate, exceeding five per centum on the value of taxable property within such county or corporation to be ascertained by the last state and county tax lists, previous to the incurring of such indebtedness."

Table 12
Debt Limit Computation
Upon the Issuance of the Bonds
(April 15, 2020)

Legal debt limit of 5% of 100% of actual value for fiscal year 2020 as of January 1, 2018 ⁽¹⁾	\$ 362,087,373
Debt chargeable against limit:	
Bonded debt (includes the Bonds)	231,080,000 *
TIF Rebate Agreements	<u>3,917,656</u>
Total debt subject to debt limit (64.90%)	<u>\$ 234,997,656 *</u>
Legal debt limit margin (35.10%)	<u>\$ 127,089,717 *</u>

⁽¹⁾ Calculated on Gross Actual Value (includes increment value and is less military exemption).

* Preliminary; subject to change.

Debt Administration

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

Overlapping Debt

There are five taxing jurisdictions which overlap the City. These are other governmental entities which exist within the City but which are not governed by the City Council, and are presented below:

Scott County

The City is located within Scott County. The county is a separate governmental agency which provides municipal services such as street maintenance, public safety in areas not governed by other municipalities and health and welfare services. The County Treasurer is responsible for tax collections throughout the county.

Community School Districts

Davenport, North Scott, and Bettendorf Community School Districts provide K-12 education for residents of the City. Each district is an autonomous governmental body which adopts its own budget and levy.

Eastern Iowa Community College District

The Eastern Iowa Community College (the "EICC") operates three campuses including Scott Community College located in Bettendorf, Iowa; Clinton Community College located in Clinton, Iowa; and Muscatine Community College located in Muscatine, Iowa. EICC is an autonomous governmental body which adopts its own budget and levy.

Table 13 sets forth those overlapping jurisdictions with general obligation debt outstanding as of April 15, 2020.

Table 13
Overlapping Debt to the City

<u>Jurisdiction</u>	<u>General Obligation Debt</u>	<u>% of Debt Allocable to the City</u> ⁽¹⁾	<u>Portion Allocable to the City</u>
Scott County	\$ 30,910,000	50.07%	\$ 15,476,637
Davenport Community School District	0	87.47%	0
North Scott Community School District	0	20.60%	0
Bettendorf Community School District	0	23.26%	0
Eastern Iowa Community College (Area IX)	40,490,000	29.87%	<u>12,094,363</u>
Total Overlapping Debt			\$ 27,571,000

⁽¹⁾ Based on 1/1/2018 Taxable Valuations.

Source: Iowa Department of Management, Thomson Reuters, Iowa Auditor of State, and MSRB Electronic Municipal Market Access.

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Debt Trends

Table 14 summarizes the debt outstanding as a percent of the City's taxable valuation used to calculate the debt service levy and debt per capita for the last five fiscal years.

Table 14
Ratio of Net General Obligation Bonded Debt as a Percent of
Debt Service Levy Valuation and Net Bonded Debt Per Capita

<u>Fiscal Year</u>	<u>Population</u> ⁽¹⁾	<u>Debt Service</u> <u>Valuation</u> ⁽²⁾	<u>Gross</u> <u>Bonded Debt</u>	<u>Debt Service</u> <u>Monies</u> <u>Available</u> ⁽³⁾	<u>Debt</u> <u>Payable from</u> <u>Enterprise</u> <u>Revenues</u>	<u>Debt</u> <u>Payable</u> <u>from TIF</u> <u>Revenues</u> ⁽⁴⁾	<u>Debt Payable</u> <u>From Other</u> <u>Revenue</u> ⁽⁵⁾	<u>Net Bonded</u> <u>Debt</u>	<u>Net</u> <u>Bonded Debt</u> <u>to Debt</u> <u>Service</u> <u>Valuation</u>	<u>Net Bonded</u> <u>Debt per</u> <u>Capita</u>
2020	99,685	\$ 4,757,224,920	\$ 231,080,000 ⁽⁶⁾	\$ 19,584,654	\$ 62,015,085	\$ 30,575,000	\$ 135,000	\$ 118,770,261	2.50%	\$ 1,191
2019	99,685	4,535,793,815	210,330,000 ⁽⁷⁾	19,584,654	57,110,085	30,575,000	135,000	102,925,261	2.27%	1,033
2018	99,685	4,325,977,195	211,165,000 ⁽⁷⁾	18,119,961	55,643,045	33,905,000	195,000	103,301,994	2.39%	1,036
2017	99,685	4,195,513,263	219,760,000 ⁽⁷⁾	26,950,654	58,948,675	28,527,060	279,550	105,054,061	2.50%	1,054
2016	99,685	4,154,378,793	219,930,000 ⁽⁷⁾	13,497,737	54,097,345	34,926,760	344,875	117,063,283	2.82%	1,174

⁽¹⁾ Source: 2010 U.S. Census.

⁽²⁾ Based on Debt Service Valuation as provided by the Iowa Department of Management. Excludes agricultural land and building; includes all utilities and incremental values and is less military exemption. Debt service is levied against taxable value including taxable incremental value.

⁽³⁾ Includes special assessments. As of June 30, 2019.

⁽⁴⁾ TIF revenues are property taxes derived from special taxing districts which are used to abate tax levies for debt issued for improvements within those districts.

⁽⁵⁾ Debt payable from self-supported municipal improvement district levy and Levee Commission rents.

⁽⁶⁾ Debt outstanding is as of the date of this Preliminary Official Statement.

⁽⁷⁾ Debt outstanding is as of the end of the fiscal year and may include refunded bonds.

Source: Except as noted, City of Davenport Finance Department.

Table 15 summarizes the debt outstanding as of April 15, 2020 as debt per capita, percent of actual value, and percent of taxable value as of January 1, 2018 payable in fiscal year 2019-20 upon the issuance of the Bonds.

Table 15
Debt Ratios Upon the Issuance of the Bonds

<u>Debt Ratios</u>	<u>Gross Bonded Debt</u> ⁽¹⁾	<u>Debt Service Monies Available</u> ⁽²⁾	<u>Debt Payable from Enterprise Revenues</u>	<u>Debt Payable from TIF Revenues</u> ⁽³⁾	<u>Debt Payable from Other Revenues</u> ⁽⁴⁾	<u>Net Bonded Debt</u>	<u>Net Bonded Debt per Capita</u> <u>(99,685)</u>	<u>Net Bonded Debt to Actual Value</u> <u>(\$7,241,747,455)</u> ⁽⁵⁾	<u>Net Bonded Debt to Debt Service Valuation</u> <u>(\$4,757,224,920)</u> ⁽⁶⁾
G.O. Bonded Debt	\$ 231,080,000 *	\$ 19,584,654	\$ 62,015,085	\$ 30,575,000	\$ 135,000	\$ 118,770,261	\$ 1,191	1.64%	2.50%
Overlapping Debt	<u>27,571,000</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>27,571,000</u>	<u>277</u>	<u>0.38%</u>	<u>0.58%</u>
Total	<u>\$ 258,651,000</u>	<u>\$ 19,584,654</u>	<u>\$ 62,015,085</u>	<u>\$ 30,575,000</u>	<u>\$ 135,000</u>	<u>\$ 146,341,261</u>	<u>\$ 1,468</u>	<u>2.02%</u>	<u>3.08%</u>

⁽¹⁾ Includes the Bonds.

⁽²⁾ Includes special assessments. As of June 30, 2019.

⁽³⁾ TIF revenues are property taxes derived from special taxing districts which are used to abate tax levies for debt issued for improvements within those districts.

⁽⁴⁾ Debt payable from self-supported municipal improvement district levy and Levee Commission rents.

⁽⁵⁾ Based on January 1, 2018 Actual Valuation as provided by the Scott County Auditor. Includes TIF Increment, Agricultural Land, Agricultural Buildings and all Utilities.

⁽⁶⁾ Based on January 1, 2018 Debt Service Valuation as provided by the Scott County Auditor. Includes Taxable TIF Increments and all utilities but excludes Agricultural Land and Agricultural Buildings.

* Preliminary; subject to change.

Source: Except as noted, City of Davenport Finance Department.

Long-Term Debt

Table 16 summarizes the City's long-term debt as of June 30, 2019 and upon the issuance of the Bonds.

Table 16
General Obligation Debt Outstanding by Issue

<u>Issue Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Interest Range</u>	<u>Final Maturity</u>	<u>Principal Outstanding</u>	
					<u>June 30, 2019</u>	<u>April 15, 2020</u>
03/14/12	Corporate Ser A	\$31,250,000	4.000%	06/01/20	\$ 15,285,000	\$ 1,790,000 ⁽¹⁾
05/07/12	Taxable Ser B	4,460,000	2.350% - 3.100%	06/01/23	950,000	950,000
05/07/12	Refunding Ser D	18,745,000	3.000%	06/01/20	8,495,000	2,220,000 ⁽²⁾
03/05/13	Corporate Ser A	21,870,000	3.000% - 3.250%	06/01/32	12,090,000	12,090,000
03/05/14	Corp & Ref Ser A	23,125,000	3.000% - 5.000%	06/01/29	15,540,000	15,540,000
03/05/14	Refunding Ser B	10,950,000	3.000% - 5.000%	06/01/23	4,985,000	4,985,000
03/10/15	Corporate Ser A	17,715,000	3.000% - 5.000%	06/01/30	12,730,000	12,730,000
03/23/16	Corporate Ser A	42,450,000	2.000% - 5.000%	06/01/31	36,035,000	36,035,000
03/23/16	Refunding Ser B	6,085,000	2.000% - 2.700%	06/01/28	4,105,000	4,105,000
03/23/16	Refunding Ser C	7,140,000	2.000% - 5.000%	06/01/24	5,340,000	5,340,000
03/21/17	Corporate Ser A	20,825,000	3.000% - 5.000%	06/01/32	18,505,000	18,505,000
03/21/17	Refunding Ser B	7,345,000	2.000% - 3.000%	06/01/29	6,380,000	6,380,000
03/21/17	Refunding Ser C	13,685,000	4.000% - 5.000%	06/01/25	11,890,000	11,890,000
04/03/18	Refunding Ser A	31,620,000	3.000% - 5.000%	06/01/33	28,875,000	28,875,000
04/03/18	Refunding Ser B	8,275,000	3.000% - 3.550%	06/01/33	7,535,000	7,535,000
03/19/19	Corporate Ser A	21,590,000	3.000% - 5.000%	06/01/34	21,590,000	21,590,000
04/15/20	Corp & Ref	40,520,000 *	TBD	06/01/35	<u>0</u>	<u>40,520,000 *</u>
Total General Obligation Bonds					\$ 210,330,000	\$231,080,000 *
Total Abatement Supported ⁽³⁾					<u>(87,820,085)</u>	<u>(92,725,085) *</u>
Net General Obligation Bonded Debt					<u>\$ 122,509,915</u>	<u>\$ 138,354,915 *</u>

⁽¹⁾ The 2021-2031 maturities of the Series 2012A Bonds are being current refunded by the Bonds.

⁽²⁾ The 2021-2025 maturities of the Series 2012D Bonds are being current refunded by the Bonds.

⁽³⁾ The levy for abatement supported general obligation debt has been, and is expected to continue to be, abated with revenue of the sewer clean water, parking, airport, and solid waste utilities; public housing rental receipts; curbside recycling fees; hotel/motel tax receipts; municipal improvement district levy; levee rents; and tax increment revenues. See Table 18 for the principal and interest abated by the various revenue sources.

* Preliminary; subject to change.

Debt Service Payments

Table 17 represents a schedule of the estimated annual principal and interest payments for the City's general obligation debt upon the issuance of the Bonds.

Table 17
General Obligation Long-Term Bonded Debt
Schedule of Annual Debt Service Payments

FYE June 30	<u>Current Outstanding</u>		<u>Bonds*</u>		<u>Total Outstanding*</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 22,710,000	\$ 3,918,108 ⁽¹⁾			\$ 22,710,000	\$ 3,918,108 ⁽¹⁾	\$ 26,628,108
2021	19,180,000	6,130,228	\$ 4,555,000	\$ 990,592	23,735,000	7,120,820	30,855,820
2022	17,090,000	5,282,700	4,535,000	794,090	21,625,000	6,076,790	27,701,790
2023	17,470,000	4,607,195	4,610,000	707,925	22,080,000	5,315,120	27,395,120
2024	16,655,000	3,929,150	4,695,000	618,030	21,350,000	4,547,180	25,897,180
2025	14,165,000	3,259,245	4,795,000	524,130	18,960,000	3,783,375	22,743,375
2026	12,325,000	2,768,382	3,050,000	425,833	15,375,000	3,194,215	18,569,215
2027	12,780,000	2,331,177	1,670,000	361,783	14,450,000	2,692,960	17,142,960
2028	13,275,000	1,885,576	1,705,000	325,043	14,980,000	2,210,619	17,190,619
2029	12,750,000	1,452,875	1,745,000	285,828	14,495,000	1,738,703	16,233,703
2030	10,515,000	1,030,565	1,785,000	243,948	12,300,000	1,274,513	13,574,513
2031	9,535,000	694,113	1,835,000	199,323	11,370,000	893,436	12,263,436
2032	6,255,000	381,980	1,330,000	152,530	7,585,000	534,510	8,119,510
2033	4,110,000	183,443	1,370,000	117,950	5,480,000	301,393	5,781,393
2034	<u>1,745,000</u>	<u>52,350</u>	<u>1,400,000</u>	<u>80,960</u>	<u>3,145,000</u>	<u>133,310</u>	<u>3,278,310</u>
2035			<u>1,440,000</u>	<u>41,760</u>	<u>1,440,000</u>	<u>41,760</u>	<u>1,481,760</u>
	\$ 190,560,000	\$ 37,907,087	\$ 40,520,000	\$ 5,869,725	\$ 231,080,000	\$ 43,776,812	\$ 274,856,812

⁽¹⁾ Excludes the December 1, 2019 interest payment in the amount of \$4,107,468.

* Preliminary; subject to change.

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Tax Levy Abatement

Although the data listed in Table 16 and Table 17 is general obligation debt of the City, it is anticipated that portions of the debt service will be paid from sources other than the City property tax levy. Table 18 presents the estimated sources of payment for the City's general obligation debt as of April 15, 2020.

Table 18
General Obligation Long-Term Bonded Debt
Schedule of Annual Debt Service Payments
(Includes the Bonds)

Fiscal Year Ending June 30	Levy Supported	Sewer	TIF	Clean Water	Parking	DDDSMID ⁽¹⁾	Airport	Solid Waste	Heritage Fund	River Center/ Adler	Total Principal & Interest All Sources ⁽²⁾
2020 ⁽³⁾	\$ 15,836,470	\$ 5,346,546	\$ 3,665,345	\$ 196,375	\$ 942,625	\$ 68,375	\$ 34,350	\$ 449,400	\$ 6,972	\$ 81,650	\$ 26,628,108
2021	18,342,602	6,588,789	4,045,247	219,420	<u>978,400</u>	<u>73,500</u>	37,200	456,918	13,694	100,050	30,855,820
2022	17,079,972	6,544,841	3,303,575	217,960			36,000	404,698	13,194	101,550	27,701,790
2023	16,855,977	6,537,106	3,291,220	212,570			34,500	351,753	12,694	99,300	27,395,120
2024	15,954,857	6,401,101	2,821,675	216,973			38,000	350,230	12,294	102,050	25,897,180
2025	13,242,557	6,192,101	2,772,220	216,573			<u>41,600</u>	<u>163,280</u>	11,994	103,050	22,743,375
2026	9,986,564	5,624,084	2,684,508	161,015					11,694	101,350	18,569,215
2027	10,010,432	4,303,331	2,676,628	42,400					11,369	98,800	17,142,960
2028	10,034,110	4,321,820	2,676,208	<u>41,200</u>					16,031	101,250	17,190,619
2029	10,064,955	3,799,535	2,255,138						<u>15,525</u>	98,550	16,233,703
2030	8,002,775	3,212,835	2,258,053							100,850	13,574,513
2031	7,020,612	2,881,285	2,258,539							<u>103,000</u>	12,263,436
2032	5,252,315	2,035,721	831,474								8,119,510
2033	3,548,693	1,497,870	<u>734,830</u>								5,781,393
2034	2,373,550	904,760									3,278,310
2035	<u>1,152,480</u>	<u>329,280</u>									<u>1,481,760</u>
Total	\$ 164,758,921	\$ 66,521,005	\$ 36,274,660	\$ 1,524,486	\$ 1,921,025	\$ 141,875	\$ 221,650	\$ 2,176,279	\$ 125,461	\$ 1,191,450	\$ 274,856,812

⁽¹⁾ Downtown Davenport Development Self-Supported Municipal Improvement District.

⁽²⁾ Totals may vary due to rounding.

⁽³⁾ Excludes the December 1, 2019 interest payment.

TIF Rebate Agreements

Presented in Table 19 are the City's tax increment rebate agreements as of April 15, 2020.

Table 19
TIF Rebate Agreements

<u>TIF Agreement</u>	<u>Assessment</u>	<u>Remaining Term</u>	<u>Total Obligation Outstanding as of April 15, 2020</u>	<u>Total Obligation Subject to Debt Limit</u>	<u>Annual Payment as of April 15, 2020</u>
M.A. Ford (Miracle Tools)	\$ 1,816,590	11 years	\$ 107,009	\$ 35,018	\$ 17,509
PCT	2,677,980	1 year	36,164	36,164	18,082
Tri City Electric	4,566,310	5 years	656,284	136,568	68,284
Von Maur	8,178,540	7 years	714,264	108,528	54,264
Von Maur e-commerce	8,178,540	9 years	790,349	92,698	46,349
Von Maur HQ & Distribution	13,795,220	10 years	1,138,979	117,978	58,999
Fidlar	4,491,900	9 years	752,653	81,306	40,653
Heart of America	14,718,540	11 years	4,919,361	438,722	219,361
Putnam	23,173,442	18 years	13,911,760	793,520	396,760
Parker	16,452,733	18 years	10,218,070	580,140	290,070
Kraft Heinz	42,837,180	13 years	10,403,418	806,836	403,418
Sterilite	64,135,090	15 years	8,996,099	0	0
Eastern Iowa Comm. College	11,375,100	15 years	4,876,589	415,178	207,589
Internal Debt ⁽¹⁾			<u>275,000</u>	<u>275,000</u>	<u>275,000</u>
Total			\$ 57,795,999	\$ 3,917,656	\$ 2,096,338

⁽¹⁾ This amount is advanced yearly from the City's general fund to cover personnel costs and is repaid annually from the increase in the base assessed valuation urban renewal areas.

Source: City of Davenport Finance Department.

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Other Debt

As presented in Table 20, the City has other revenue debt outstanding.

Table 20
Other Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Security</u>	<u>Final Maturity</u>	<u>Principal Outstanding as of April 15, 2020</u>
6/10	\$ 10,000,000	Improvements	Sewer Net Revenues	6/41	\$ 8,191,000
12/15	5,781,107 ⁽¹⁾	Improvements	Sewer Net Revenues	6/34	4,415,000
3/16	7,538,000	Improvements	Sewer Net Revenues	6/36	6,589,000 ⁽²⁾
12/11	310,791	Rail Extension	Land	6/26	217,554 ⁽³⁾
8/16	1,953,840	Recycling Carts	Solid Waste Net Revenues	9/26	1,282,318 ⁽⁴⁾
4/16	163,115	Public Transit	FTA State/Federal Payments	10/21	89,720 ⁽⁵⁾
12/19	10,387,000	Improvements	Sewer Net Revenues	6/40	10,387,000 ⁽⁶⁾

⁽¹⁾ Original amount was \$7,085,000; the City drew only \$5,286,107. The loan was then amended and refunded to add \$495,000 in principal for a sponsored project on December 8, 2015.

⁽²⁾ The City has drawn \$6,817,349 of the \$7,538,000 as of February 2020. Principal outstanding assumes the City will draw the full amount.

⁽³⁾ The loan agreement with the Iowa Department of Transportation was reworked due to a change in the completion date of the project.

⁽⁴⁾ Loan agreement with the Scott County Solid Waste Commission.

⁽⁵⁾ The loan agreement with the Iowa Department of Transportation Office of Public Transit.

⁽⁶⁾ The City has drawn \$51,935 of the \$10,387,000 as of February 2020. Principal outstanding assumes the City will draw the full amount.

Industrial Revenue Bonds

Since 1976, the City has authorized the issuance of \$269,190,000 of industrial development revenue bonds under the provisions of Chapter 419 of the Code of Iowa. The bonds and related interest are the sole responsibility of the issuers, and the bond principal and interest do not constitute liabilities of the City.

Future Financing

The City has no plans to sell additional general obligation debt within 90 days of this official statement.

FINANCIAL INFORMATION

Financial Reports

The responsibility for the financial function within the City rests with the CFO/Assistant City Administrator. The CFO/Assistant City Administrator administers a broad and integrated fiscal operation consisting of treasury management, budget formulation and execution (including grants administration), appropriation and general accounting, revenue collections, data processing, purchasing and risk management.

Prior to fiscal year 1981, the City's accounting records for general governmental operations were maintained on a cash basis. Beginning in fiscal year 1981, the City's records have been maintained consistent with generally accepted accounting principles.

Prior to March 31, the budget is legally enacted through City Council action. The State of Iowa requires the passage of a budget of total City operating expenditures by major program categories which may not be over expended unless amended. The operating budget by program includes the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Fund and Proprietary Funds. Administrative control is maintained through the establishment of more detailed line item budgets.

A six-year capital improvement program provides the basis for formulation of the annual capital budget. As part of the capital budget process, departments are required to project the impact of the capital project being requested on the operating budget for the ensuing fiscal year and five subsequent years. The impact is considered and weighed accordingly when developing the actual capital improvement plan.

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada ("GFOA") awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2018. In order to be awarded a Certificate of Achievement for Excellence in Financial Reporting, a governmental unit must publish an easily readable and efficiently organized comprehensive annual financial report whose contents conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements.

Risk Management

The City has established a Risk Management Fund for self-insurance related to general and automobile liability, property, and workers' compensation claims which is included in the Internal Service Fund type. Self-insurance was in effect up to individual stop loss amounts per occurrence of \$500,000 for general and auto liability, \$100,000 for property and \$2,000,000 for workers' compensation for 2019. Coverage from private insurers is maintained for losses in excess of the individual stop loss amounts. All claims handling procedures are performed by the risk management division of the finance department. Additionally, workers' compensation claims are sent to a Third Party Administrator for review as part of the initial set up of the claim. A private attorney specializing in workers' compensation law is retained to defend workers' compensation claims filed with the state Workers' Compensation Commissioner by claimants. Incurred but not reported claims have been accrued as a liability based upon an independent actuarial study. No settlements exceeded insurance coverage for the past three fiscal years. There were no significant reductions in insurance coverage during the past year. Based on experience, \$6,147,509 of the claims payable as of June 30, 2019 is considered current and due within one year.

In addition, the City has established an Employee Insurance Fund for insurance benefits provided to City employees and covered dependents, which is included in the Internal Service Fund type. Health benefits were self-insured up to a specific annual stop loss amount of \$190,000 per member, and an aggregate annual stop loss amount of approximately \$12,000,000 for 2019. Coverage from a private insurance company is maintained for losses in excess of the aggregate stop loss amount. All claims handling procedures are performed by an independent claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims lag report provided by the third party administrator. No settlements exceeded insurance coverage for the past three fiscal years. There were no significant reductions in insurance coverage during the past year. Based on experience, the claims payable balance of \$1,299,973 as of June 30, 2019 is considered current and due within one year.

Results of Operations

Statements of revenues and expenditures of the operating funds of the City have been compiled from the City's financial reports. They have been organized in such a manner as to facilitate year to year comparisons. Table 21 presents a statement of revenues, expenditures and changes in fund balance for the City's General Fund for the Fiscal Years ended June 30, 2016 through 2019. Table 22 and Table 23 present statement of revenues, expenditures and changes in fund balance for the City's Special Revenue Funds and Debt Service Fund, respectively, for the Fiscal Years ended June 30, 2016 through 2019.

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Table 21
Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund ⁽¹⁾
(Years Ended June 30)

	Budget 2020	2019	2018	2017	2016
Revenue					
Taxes	\$ 67,619,083	\$ 64,204,458	\$ 61,303,330	\$ 59,407,214	\$ 59,110,557
Licenses and Permits	1,911,600	2,012,764	2,398,087	2,408,584	2,297,659
Intergovernmental	1,510,455	5,010,779	4,894,515	4,918,583	4,968,630
Charges for Services	3,817,920	3,842,092	4,322,216	3,822,238	4,058,354
Use of Monies & Property	804,200	988,780	792,275	467,377	333,356
Fines and Forfeits	886,000	1,901,288	2,466,534	1,505,531	2,513,779
Other	516,432	684,795	604,781	421,185	418,489
Total Revenue	<u>77,065,690</u>	<u>78,644,956</u>	<u>76,781,738</u>	<u>72,950,712</u>	<u>73,700,824</u>
Expenditures					
Current:					
Public Safety	48,041,824	47,452,329	44,249,801	42,649,466	43,238,917
Public Works	3,764,577	4,179,439	4,607,368	4,392,200	4,243,834
Culture and Recreation	12,996,884	12,291,448	12,104,998	11,739,607	11,464,222
Community & Economic					
Development	1,152,622	1,041,991	984,647	923,686	965,901
General Government	11,077,600	10,235,942	9,814,967	9,544,076	9,414,067
Total Expenditures	<u>77,033,507</u>	<u>75,201,149</u>	<u>71,761,781</u>	<u>69,249,035</u>	<u>69,326,941</u>
Excess of Revenue Over (Under)					
Expenditures	<u>32,183</u>	<u>3,443,807</u>	<u>5,019,957</u>	<u>3,701,677</u>	<u>4,373,883</u>
Other Financing Sources (Uses)					
Sale of Capital Assets	-	25,400	-	30,342	35,941
Operating Transfers (Net)	<u>(827,500)</u>	<u>(1,495,468)</u>	<u>(3,219,068)</u>	<u>(2,700,227)</u>	<u>(2,812,835)</u>
Total Other Financing Sources (Uses)	<u>(827,500)</u>	<u>(1,470,068)</u>	<u>(3,219,068)</u>	<u>(2,669,885)</u>	<u>(2,776,894)</u>
Excess of Revenue and Other Sources					
Over (Under) Expenditures and Other					
Uses	<u>(795,317)</u>	<u>1,973,739</u>	<u>1,800,889</u>	<u>1,031,792</u>	<u>1,596,989</u>
Beginning Fund Balance	<u>22,779,838</u>	<u>20,806,099</u>	<u>19,005,210</u>	<u>17,973,418</u>	<u>16,376,429</u>
Ending Fund Balance	<u>\$ 21,984,521</u>	<u>\$ 22,779,838</u>	<u>\$ 20,806,099</u>	<u>\$ 19,005,210</u>	<u>\$ 17,973,418</u>

⁽¹⁾ The General Fund is the general operating fund of the City. It accounts for all financial resources except those required legally or by sound financial management to be accounted for in another fund.

Source: The City's Comprehensive Annual Financial Reports.

Table 22
Statement of Revenues, Expenditures and Changes in Fund Balance - Special Revenue Funds ⁽¹⁾
(Years Ended June 30)

	Budget 2020	2019	2018	2017	2016
Revenue					
Taxes (2)	\$ 18,125,112	\$ 18,122,438	\$ 17,870,648	\$ 19,090,871	\$ 17,614,796
Special Assessments	7,500	7,520	4,615	3,953	5,210
Licenses and permits	70,000	85,856	168,149	52,150	68,809
Intergovernmental	21,044,610	18,947,896	20,743,602	20,811,158	19,346,981
Charges for Services	343,000	329,760	292,722	258,599	74,488
Use of Monies and Property	298,000	384,160	408,411	454,779	423,528
Fines & Forfeits	-	-	-	-	86,854
Revolving Loan Repayments	985,000	771,645	1,120,466	806,461	832,955
Other	71,500	1,171,857	551,258	1,035,838	642,426
Total Revenue	<u>40,944,722</u>	<u>39,821,132</u>	<u>41,159,871</u>	<u>42,513,809</u>	<u>39,096,047</u>
Expenditures					
Debt Service:					
Principal retirement	65,000	60,000	279,550	65,325	56,225
Interest	6,750	11,321	8,748	10,545	11,951
Bond issue expense	-	-	224	-	-
Public Safety	553,319	552,083	553,401	810,673	688,816
Public Works	14,895,039	14,737,019	13,176,459	12,986,333	12,618,991
Culture and Recreation	400,012	402,789	358,195	406,874	225,076
Community & Economic					
Development	11,329,391	8,930,172	11,798,776	8,456,545	10,711,552
General Government	230,043	261,265	283,777	201,369	209,397
Total Expenditures	<u>27,479,554</u>	<u>24,954,649</u>	<u>26,459,130</u>	<u>22,937,664</u>	<u>24,522,008</u>
Excess of Revenue Over (Under)					
Expenditures	<u>13,465,168</u>	<u>14,866,483</u>	<u>14,700,741</u>	<u>19,576,145</u>	<u>14,574,039</u>
Other Financing Sources (Uses)					
Sale of Fixed Assets	-	9,765	10,440	-	310,000
Operating Transfers (Net)	(14,097,907)	(13,223,473)	(13,049,641)	(15,625,456)	(14,635,446)
Refunding proceeds	-	-	195,000	-	-
Premium on debt issued	-	-	13,767	-	-
Total Other Financing Sources (Uses)	<u>(14,097,907)</u>	<u>(13,213,708)</u>	<u>(12,830,434)</u>	<u>(15,625,456)</u>	<u>(14,325,446)</u>
Excess of Revenue and Other Sources					
Over (Under) Expenditures and					
Other Uses ⁽²⁾	(632,739)	1,652,775	1,870,307	3,950,689	248,593
Beginning Fund Balance	<u>14,891,982</u>	<u>13,239,207</u>	<u>11,368,900</u>	<u>7,418,211</u>	<u>7,169,618</u>
Ending Fund Balance	<u>\$ 14,259,243</u>	<u>\$ 14,891,982</u>	<u>\$ 13,239,207</u>	<u>\$ 11,368,900</u>	<u>\$ 7,418,211</u>

⁽¹⁾ Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The City's Special Revenue Funds consist of the Road Use Tax Fund, the Community Development Act Fund, the Housing and Urban Development Section 8 Fund, The Local Option Sales Tax Fund, the Riverfront Improvement Fund, the Municipal Improvement District Fund, the Revolving Loan Fund, and the Home Investment Partnership Fund.

⁽²⁾ Includes proceeds of a 1% sales tax to be used for property tax relief and public improvements.

Source: The City's Comprehensive Annual Financial Reports.

Table 23
Statement of Revenues, Expenditures and Changes in Fund Balance - Debt Service Fund ⁽¹⁾
(Years Ending June 30)

	Budget 2020	2019	2018	2017	2016
Revenue					
Taxes	\$ 15,877,762	\$ 16,084,634	\$ 15,937,836	\$ 14,438,922	\$ 13,515,982
Special Assessments	25,000	28,825	37,731	23,612	22,438
Intergovernmental	88,750	736,691	818,729	826,533	727,602
Use of Monies and Property	23,000	789,133	634,080	227,924	337,549
Other	797,000	689,200	2,187,639	1,064,345	989,378
Total Revenue	16,811,512	18,328,483	19,616,015	16,581,336	15,592,949
Expenditures					
Current:					
Debt Service:					
Principal retirement	17,030,994	16,677,040	34,734,820	36,436,005	16,634,140
Interest and Fiscal Charges	5,652,051	5,896,596	6,114,274	6,573,426	5,440,905
Bond issue expense	-	-	52,986	178,537	176,740
Community & Economic Development	3,508,600	2,413,690	2,715,911	1,468,881	967,635
General Government	-	3,000	9,500	2,500	-
Total Expenditures	26,191,645	24,990,326	43,627,491	44,659,349	23,219,420
Excess of Revenue Over (Under) Expenditures	(9,380,133)	(6,661,843)	(24,011,476)	(28,078,013)	(7,626,471)
Other Financing Sources (Uses)					
Debt Proceeds	-	-	325,000	-	-
Operating Transfers (Net)	8,652,000	9,861,631	9,278,212	9,746,985	9,737,523
Sale of capital assets	-	-	-	331,806	-
Refunding proceeds	-	-	6,510,000	17,135,000	13,080,000
Premium on debt issued	-	-	723,887	1,360,530	735,656
Total Other Financing Sources (Uses)	8,652,000	9,861,631	16,837,099	28,574,321	23,553,179
Excess of Revenue and Other Sources Over (Under) Expenditures and Other Uses ⁽²⁾	(728,133)	3,199,788	(7,174,377)	496,308	15,926,708
Beginning Fund Balance	20,435,346	17,235,558	24,409,935	23,913,627	7,986,919
Ending Fund Balance	\$ 19,707,213	\$ 20,435,346	\$ 17,235,558	\$ 24,409,935	\$ 23,913,627

⁽¹⁾ The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and other costs.

Source: The City's Comprehensive Annual Financial Reports.

The largest expenditures by program for the City is public safety. Table 24 presents the general governmental expenditures by program for the City for the past five fiscal years.

Table 24
Expenditures By Program ⁽¹⁾

<u>Fiscal Year</u>	<u>Debt Service</u>	<u>Public Safety</u>	<u>Public Works</u>	<u>Culture and Recreation</u>	<u>Community & Economic Development</u>	<u>General Government</u>	<u>Total</u>
2019	\$ 22,644,957	\$ 48,004,412	\$ 18,916,458	\$ 12,694,237	\$ 12,385,853	\$ 10,500,207	\$ 125,146,124
2018	41,190,602	44,803,202	17,783,827	12,463,193	15,499,334	10,108,244	141,848,402
2017	43,263,838	43,460,139	17,378,533	12,146,481	10,849,112	9,747,945	136,846,048
2016	22,606,542	43,927,733	16,862,825	11,689,298	12,645,088	9,623,464	117,354,950
2015	32,819,413	42,149,652	18,030,045	11,267,593	10,370,910	9,692,385	124,329,998

⁽¹⁾ Includes General, Special Revenue, and Debt Service Funds.

Source: The City's Comprehensive Annual Financial Reports.

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Property taxes are the largest source of income for the City. Table 25 presents general governmental revenue by source for the past five years.

Table 25
Revenues by Source ⁽¹⁾

<u>Fiscal Year</u>	<u>Taxes</u>	<u>Special Assessments</u>	<u>Licenses and Permits</u>	<u>Inter-Governmental</u>	<u>Uses of Monies and Property</u>	<u>Charges for Services</u>	<u>Fines and Forfeits</u>	<u>Other</u>	<u>Total</u>
2019	\$ 98,411,530	\$ 36,345	\$ 2,098,620	\$ 24,695,366	\$ 2,162,073	\$ 4,171,852	\$ 1,901,288	\$ 3,317,497	\$ 136,794,571
2018	95,111,814	42,346	2,566,236	26,456,846	1,834,766	4,614,938	2,466,534	4,464,144	137,557,624
2017	92,937,007	27,565	2,460,734	26,556,274	1,150,080	4,080,837	1,505,531	3,327,829	132,045,857
2016	90,241,335	27,648	2,366,468	25,043,213	1,094,433	4,132,842	2,513,779	2,970,102	128,389,820
2015	90,499,909	38,992	2,017,908	19,714,282	1,193,198	3,963,968	2,050,224	3,746,207	123,224,688

⁽¹⁾ Includes General, Special Revenue, and Debt Service Funds.

Source: The City's Comprehensive Annual Financial Reports.

PROPERTY VALUATIONS AND TAXES

Legislation - Property Tax Matters

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the "2019 Act"). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City's budget. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Bonds. It is too early to evaluate the affect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the "2013 Act"). Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a "rollback" (the percentage of a property's value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, after which the rollback percentage for such properties will be equal to the residential rollback percentage each assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

The 2013 Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. The appropriation does not replace losses to local governments resulting from the 2013 Act's provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for multi-residential properties from the residential rollback percentage, or the reduction in the percentage of telecommunications property that is subject to taxation.

The City has not attempted to quantify the financial impact of the 2013 Act's provisions on the City's future operations.

Notwithstanding any decrease in property tax revenues that may result from the 2013 Act or the 2019 Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues bonds, "[t]he governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Preliminary Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

Property Valuations and Tax Collection Procedures

All property subject to taxation is valued in compliance with State law, every two years subject to an equalization action of the State Department of Revenue. All property except utility property is assessed at the local level. The State Department of Revenue assesses utility property.

The assessor establishes actual valuation (100%) as of January 1 in a calendar year for taxes payable in the succeeding fiscal year, *i.e.*, valuations made in 2018 are for taxes payable in the fiscal year 2019-20. The actual value of property is provided by the assessor to the County Auditor who then determines the taxable value. The taxable value is computed by adjusting the actual value of various classes of property by percentages (roll back rates) determined by the State Department of Revenue. The roll back rates are applied to classes of property on a state-wide basis so that the increase in actual valuations of property in the State will not exceed 3% annually.

For property values as of January 1, 2018 the taxable value roll back rate was 56.9180% of actual value for residential property; 56.1324% of actual value for agricultural property; 75.0000% of the actual value for multiresidential property; and 90.00000% of actual value for commercial, industrial, and railroad property. No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

Table 26 outlines the values of all property within the City for assessment years 2014 through 2018. In addition, the table below includes the preliminary assessment for 2019 which is available from the State of Iowa and will become effective on July 1, 2020.

Table 26
Assessment of Valuations of Taxable Property

<u>Assessment Year</u>	<u>Fiscal Year</u>	<u>Actual Value</u> ⁽¹⁾	<u>Taxable Value</u> ⁽²⁾	<u>Taxable Increment Value</u>
2019 ⁽³⁾	2021	\$ 7,668,372,933	\$ 4,789,598,797	\$ 182,623,128
2018	2020	7,241,747,455	4,588,800,639	187,047,180
2017	2019	6,990,702,237	4,345,270,064	208,897,775
2016	2018	6,612,522,270	4,134,966,005	206,750,083
2015	2017	6,479,516,370	4,038,206,006	172,747,044
2014	2016	6,368,035,987	4,018,276,494	150,802,466

⁽¹⁾ Includes all utilities, agricultural land, agricultural buildings and Taxable Increment Value with military exemption deducted.

⁽²⁾ Includes all utilities, agricultural land and agricultural buildings with military exemption deducted and excludes Taxable Increment Value.

⁽³⁾ The City's 1/1/19 valuations are available from the State of Iowa and become effective July 1, 2020.

Source: Iowa Department of Management website.

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Table 27 lists the classes of property which comprise the City's assessment year 2018 property values by category.

Table 27
2018 Property Values by Category

<u>Category</u>	<u>Actual Value</u>	<u>Taxable Value</u>	<u>% of Gross Taxable Value</u>
Residential	\$ 4,605,520,840	\$ 2,618,090,024	59.71%
Commercial	1,664,804,027	1,486,031,748	33.89%
Industrial	196,835,162	172,048,242	3.92%
Multiresidential	122,741,638	90,686,457	2.07%
Utilities	14,035,508	14,035,508	0.32%
Other (railroads)	<u>4,580,069</u>	<u>4,122,062</u>	<u>0.09%</u>
Gross Valuation	\$ 6,608,517,244	\$ 4,385,014,041	<u>100.00%</u>
Less: Military Exemption	<u>(7,945,080)</u>	<u>(7,945,080)</u>	
Net Valuation	\$ 6,600,572,164	\$ 4,377,068,961	
TIF increment (used to compute debt service levies and constitutional debt limit)	\$ 187,047,180	\$ 187,047,180	
<u>Taxed Separately:</u>			
Agricultural Land	\$ 32,001,068 ⁽¹⁾	\$ 17,962,164 ⁽¹⁾	
Agricultural Building	1,177,100	660,735	
Gas & Electric Utilities	420,949,943	193,108,779	

⁽¹⁾ Military exemption of \$1,852 is deducted.

Source: Iowa Department of Management.

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Property Tax Levies and Collections

Taxes are collected in the fiscal year that begins during the calendar year following the assessment. Taxes are levied on July 1 of each year. The County Treasurer collects taxes for all taxing entities in the County. Statutory dates for payment without penalty are September 30th for the first installment and March 31st for the second installment. The County Treasurer levies a 5% penalty on delinquent taxes each June. In addition, the State of Iowa has a 1% per month levy; total penalties not to exceed 48%.

Table 28 outlines tax levies, tax rates and tax collections for the City.

Table 28
Tax Levies and Collections
in the City of Davenport

City Tax Rates ⁽¹⁾⁽²⁾									
Fiscal Year	Agricultural Land ⁽³⁾	All Other ⁽⁴⁾	SMID Tax Rate ⁽⁵⁾	Total Tax Levy	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Tax Collections	Percent of Total Tax
2019	3.00	16.78	⁽⁶⁾	\$ 81,051,882	\$ 79,513,985	98.10%	\$ 118,357	\$ 79,632,342	98.25%
2018	3.00	16.78	⁽⁶⁾	77,183,627	75,926,282	98.37%	34,166	75,960,448	98.42%
2017	3.00	16.78	⁽⁶⁾	74,432,127	72,761,618	97.76%	47,919	72,809,537	97.82%
2016	3.00	16.78	⁽⁶⁾	73,355,439	71,981,695	98.13%	45,190	72,026,885	98.19%
2015	3.00	16.78	⁽⁶⁾	73,239,754	72,473,395	98.95%	52,621	72,526,016	99.03%

⁽¹⁾ City taxes support General Fund activities, debt service payments, liability insurance expense, the City's share of FICA and IPERS expense, payments to the Police and Fire retirement and pension systems, life and health insurance expense and unemployment compensation expense.

⁽²⁾ Tax rates are in dollars per thousand taxable valuation.

⁽³⁾ This tax rate is the only rate applied to agricultural land. The tax rate for agricultural land is established by the State of Iowa.

⁽⁴⁾ This tax rate is applied to all property except agricultural land.

⁽⁵⁾ The Downtown Davenport Development Self-Supported Municipal Improvement District (DDDSSMID) tax rate is levied on property within this special district in the Downtown area to support downtown capital improvement projects. This rate is applied in addition to the rate for all City purposes.

⁽⁶⁾ For Fiscal Year ended June 30, 2020, the City has seven self-supported municipal improvement districts, with tax levies varying from \$3.00 to \$5.50.

Source: City of Davenport Finance Department.

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Taxes Per \$1,000 of Taxable Value

Table 29 shows the tax rates per \$1,000 of taxable value for the City and all overlapping governments in the fiscal years 2020 through 2016.

Table 29
Property Tax Rates
All Overlapping Governments
Last Five Fiscal Years

<u>Assessment</u> <u>Year</u>	<u>Fiscal</u> <u>Year</u>	<u>Scott</u> <u>County</u>	<u>School</u>	<u>Area IX</u> <u>College</u>	<u>Other</u> ⁽¹⁾	<u>City of</u> <u>Davenport</u>	<u>Total</u>
2018	2020	5.99401	15.26852	0.99000	0.38737	16.78000	39.41990
2017	2019	5.82167	15.45640	1.03000	0.39642	16.78000	39.48449
2016	2018	5.82167	15.90267	1.03000	0.39896	16.78000	39.93330
2015	2017	5.82228	15.37043	1.00909	0.38948	16.78000	39.37128
2014	2016	6.00377	15.67601	0.96863	0.41826	16.78000	39.84667

⁽¹⁾ Other includes City Assessor, Scott County Ag. Extension and State of Iowa tax rates.

Source: Scott County Auditor.

Table 30 presents the City's tax rates per \$1,000 of taxable value for the City's operating and debt service funds for the fiscal years 2020 through 2016.

Table 30
Tax Rate Comparison
By Operating Funds

<u>Fund</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
General	8.10000	8.10000	8.10000	8.10000	8.10000
Tort Liability	0.25000	0.25000	0.25000	0.25000	0.25000
Trust & Agency	4.93000	4.93000	4.93000	4.83000	4.83000
Library	0.27000	0.27000	0.27000	0.27000	0.27000
Transit	0.91000	0.91000	0.91000	0.91000	0.91000
Emergency	<u>0.27000</u>	<u>0.27000</u>	<u>0.27000</u>	<u>0.27000</u>	<u>0.27000</u>
Total Operating Funds	14.73000	14.73000	14.73000	14.63000	14.63000
Debt Service	<u>2.05000</u>	<u>2.05000</u>	<u>2.05000</u>	<u>2.15000</u>	<u>2.15000</u>
Total All Funds	<u>16.78000</u>	<u>16.78000</u>	<u>16.78000</u>	<u>16.78000</u>	<u>16.78000</u>

Source: City of Davenport Finance Department.

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Principal Taxpayers

A list of ten larger taxpayers within the City and their assessment year 2018 taxable valuations (taxes payable July 1, 2019 through June 30, 2020) are presented in Table 31.

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Scott County Auditor's Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

Table 31
Principal Taxpayers

<u>Name of Property</u>	<u>Property</u>	<u>Taxable Valuation</u>	<u>% of Total Taxable Value</u> ⁽¹⁾
Mid American Energy	Utility	\$ 140,781,054	2.96%
Rhythm City Casino LLC	Commercial	61,757,127	1.30%
Macerich North Park Mall LLC	Shopping Center	52,869,258	1.11%
Iowa-American Water Co.	Utility	52,260,699	1.10%
Sterilite Corporation ⁽²⁾	Commercial	49,031,910	1.03%
Kraft Heinz Foods Company ⁽²⁾	Commercial	37,651,644	0.79%
The Davenport North Development	Commercial	29,769,732	0.63%
John Deere Construction	Commercial	28,106,784	0.59%
Putnam Landlord LLC	Commercial	21,423,355	0.45%
Deere & Company	Commercial	<u>20,184,579</u>	<u>0.42%</u>
Total		<u>\$ 493,836,142</u>	<u>10.38%</u>

⁽¹⁾ Based on the City's 1/1/2018 Debt Service Levy Valuation of \$4,757,224,920.

⁽²⁾ New larger tax payer for assessment year 2018 taxable valuations (taxes payable July 1, 2019 through June 30, 2020).

Source: Scott County Auditor.

Local Option Sales Tax

Davenport citizens approved a one cent local option sales tax which has been in effect since January 1, 1989. Sixty percent of the proceeds are to be used for property tax relief and forty percent for capital improvements. The City collected \$16,655,925 of local option sales tax in Fiscal Year ended June 30, 2019.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, of Des Moines, Iowa, as Municipal Advisor in connection with the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied upon governmental officials, and other sources, who have access to relevant data to provide accurate information for the Preliminary Official Statement, and the Municipal Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of such information. The Municipal Advisor is not a public accounting firm and has not been engaged by the City to compile, review, examine or audit any information in the Preliminary Official Statement in accordance with accounting standards. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities and therefore will not participate in the underwriting of the Bonds.

Requests for information concerning the City should be addressed to PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 (515-243-2600, fax: 515-243-6994).

RATINGS

The City has requested ratings from both S&P Global Ratings (“S&P”) and Moody’s Investors Service, Inc. (“Moody’s”). Currently, the City’s general obligation Bonds are rated ‘AA’ by S&P, with a stable outlook, and ‘Aa3’ by Moody’s, with a positive outlook. Each rating reflects only the views of S&P or Moody’s, respectively, and an explanation of the significance of such rating may be obtained only from S&P or Moody’s, as applicable. A rating is subject to change or withdrawal at any time, and such revision or withdrawal of a rating may have an adverse effect on the marketability or market price of the Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see “TAX EXEMPTION AND RELATED TAX MATTERS” herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as APPENDIX B. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Purchaser at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion will express the professional judgment of Bond Counsel and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of the Preliminary Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed and/or prepared the information and statements contained in the Preliminary Official Statement under “TAX EXEMPTION AND RELATED TAX MATTERS” and “LEGAL MATTERS” and the “Authorization and Purpose” section under the heading “DESCRIPTION OF THE BONDS” insofar as such statements contained under such captions purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in APPENDIX B, APPENDIX C and APPENDIX D.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption: The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed under the Internal Revenue Code of 1986 (the “Code”).

The opinion set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the resolution authorizing the issuance of the Bonds, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Proposed Changes in Federal and State Tax Law: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the State of Iowa that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the

Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

NOT Qualified Tax-Exempt Obligations: In the resolution authorizing the issuance of the Bonds, the City will NOT designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. The Bonds are NOT “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Discount: The Bonds maturing in the years ____ through ____ (collectively, the “Discount Bonds”) are being sold at a discount from the principal amount payable on such Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner’s federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner’s tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

Original Issue Premium: The Bonds maturing in the years ____ through ____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a

bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the City. As part of the budgetary process of the City, each fiscal year the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the City. A failure on the part of the City to make a timely levy request, or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service on the Bond for a particular fiscal year, may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation: From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds. Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements: Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the resolution for the Bonds.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the resolution for the Bonds. The remedies available to the Bondholders upon an event of default under the resolution for the Bonds or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the resolution for the Bonds may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinion to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the resolution for the Bonds, including principal of and interest on the Bonds.

Secondary Market: There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular note or bond issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Ratings Loss: The City has requested a rating from S&P and Moody's. The City's outstanding General Obligation long-term debt is rated "AA" by S&P and "Aa3" by Moody's. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of the rating agencies, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds. Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Bankruptcy and Insolvency: The rights and remedies provided in the resolution for the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, and the resolution for the Bonds, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the resolution for the Bonds. In the event the City fails to comply with its covenants under the resolution for the Bonds or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76 sections 76.16 and 76.16A of the Act, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "anticipated," "plan," "expect," "projected," "estimate," "budget," "pro forma," "forecast," "intend," and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption: As discussed under the heading "TAX EXEMPTION AND RELATED TAX MATTERS" herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the resolution for the Bonds. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

It is possible that actions of the City after the closing of the Bonds will alter the tax exempt status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either

directly or indirectly through indirect Participants. Neither the City nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY-ONLY FORM.”

Proposed Federal Tax Legislation: From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition regulatory actions are from time to time announced or proposed, and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Pension and OPEB Information: The City contributes to the Iowa Public Employees’ Retirement System (“IPERS”), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the City are required to participate in IPERS. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Comprehensive Annual Financial Report for its Fiscal Year ended June 30, 2019 (the “IPERS CAFR”) indicates that as of June 30, 2019, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 83.73%, and the unfunded actuarial liability was \$6.477 billion. The IPERS CAFR identifies the IPERS Net Pension Liability at June 30, 2019, at approximately \$5.790 billion, while its net pension liability at June 30, 2018 was approximately \$6.328 billion. The IPERS CAFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See “APPENDIX A – COMPREHENSIVE ANNUAL FINANCIAL REPORT JUNE 30, 2019” for additional information on IPERS.

In Fiscal Year ended June 30, 2019, the City’s IPERS contribution totaled approximately \$3,142,483. The City is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the City’s identified portion at June 30, 2019 at approximately \$26,887,925. While the City’s contributions to IPERS are controlled by state law, there can be no assurance the City will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See “RETIREMENT SYSTEMS AND OTHER POST EMPLOYMENT BENEFITS”, and APPENDIX A – COMPREHENSIVE ANNUAL FINANCIAL REPORT JUNE 30, 2019” for additional information on pension and liabilities of the City.

Bond Counsel, the underwriter, the Municipal Advisor and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

The City contributes to Municipal Fire and Police Retirement System of Iowa (“MFPRSI”), which is a multiple-employer cost-sharing defined benefit pension plan for fire fighters and police officers, administered under Chapter 411 of the Code of Iowa. MFPRSI plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to MFPRSI. Contribution amounts are set by State statute. The MFPRSI Actuarial Valuation Report indicates that as of July 1, 2019, the date of the most recent actuarial valuation for MFPRSI, the funded ratio of MFPRSI was 81.04%, and the unfunded actuarial liability was \$619.9 million. The MFPRSI Financial Statements for its Fiscal Year ended June 30, 2019 (the “MFPRSI Report”) identifies the MFPRSI Net Pension Liability at June 30, 2019, at approximately \$655.9 million, while its net pension liability at June 30, 2018 was approximately \$595.4 million. The MFPRSI Report is available on

the MFPRSI website. See “APPENDIX A – COMPREHENSIVE ANNUAL FINANCIAL REPORT JUNE 30, 2019” for additional information on MFPRSI.

Bond Counsel, the underwriter, the Municipal Advisor and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the MFPRSI website.

In Fiscal Year ended June 30, 2019, the City’s MFPRSI contribution totaled approximately \$6,142,533. The City is current in its obligations to MFPRSI.

Pursuant to Governmental Accounting Standards Board Statement No. 68, MFPRSI has allocated the net pension liability among its members, with the City’s identified portion at June 30, 2019 at approximately \$46,156,220. While the City’s contributions to MFPRSI are controlled by state law, there can be no assurance the City will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See “RETIREMENT SYSTEMS AND OTHER POST EMPLOYMENT BENEFITS”, and APPENDIX A – COMPREHENSIVE ANNUAL FINANCIAL REPORT JUNE 30, 2019” for additional information on MFPRSI.

The City sponsors a single-employer health care plan that provides a continuation option to retirees to purchase health benefits under the City’s group health plan. The plan is administered by the City and the City has the authority to establish or amend the plan provisions or contribution requirements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement No. 75. The plan does not issue a stand-alone financial report.

Benefits provided: As required under Iowa Code Chapter 509A.13, the City provides postemployment health benefits. Employees who have attained age 55 and have fifteen or more years of service with the City, or qualify for normal retirement as defined by IPERS, or qualify for normal retirement as defined by MFPRSI or are granted retiree status pursuant to a separation agreement with the City are eligible for retiree benefits. Eligible retirees and their dependents may purchase medical, prescription drug and dental insurance through the City’s self-insured plan. As of June 30, 2019, there were 738 active and 55 retired members in the plan.

Contributions: The current funding policy of the City is to pay health claims as they occur. The City does not explicitly subsidize retiree health care coverage. Retirees pay 100% of the group rate calculated on the expected costs based on the entire group of active, COBRA participants and retirees. For Fiscal Year ended June 30, 2019, retirees receiving benefits contributed \$692,976 through their required contribution of \$961.12 per month for single health coverage, \$1,535.56 per month for single plus one health coverage and \$2,146.03 per month for family coverage.

The source of payment is the fund that pays the benefits for the current employees; either the General Fund or a proprietary fund. Other postemployment liabilities attributed to governmental activities are generally liquidated by the Employee Health Insurance Internal Service Fund. See “RETIREMENT SYSTEMS AND OTHER POST EMPLOYMENT BENEFITS”, and APPENDIX A – COMPREHENSIVE ANNUAL FINANCIAL REPORT JUNE 30, 2019” for additional information.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the appendices hereto.

NO LITIGATION

There is no litigation now pending or, to the knowledge of City officials, threatened which questions the validity of the Bonds or of any proceedings of the City taken with respect to the issuance or sale thereof.

It is the opinion of the City’s Attorney, based upon the past experience of the payment of claims and judgment amounts, that there are presently no outstanding claims, litigation, impending litigation or contingent liabilities which would exceed the funds accumulated for this purpose and funds currently appropriated by the City Council for these purposes, and that outstanding claims and suits would not materially affect the financial position of the City as of the date of this Preliminary Official Statement.

CLOSING DOCUMENTS

Simultaneously with the delivery of and payment for the Bonds by the original purchasers thereof, the City will furnish to the original purchasers the customary closing documents in form satisfactory to Bond Counsel.

CERTIFICATION

The City will furnish a statement to the effect that this Preliminary Official Statement, to the best of its knowledge and belief as of the date of sale and the date of delivery, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

MISCELLANEOUS

Any statements made in this Preliminary Official Statement involving matters of opinions or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Preliminary Official Statement by its CFO/Assistant City Administrator has been duly authorized by the City.

CITY OF DAVENPORT, IOWA

By: /s/ Brandon E. Wright
CFO/Assistant City Administrator

APPENDIX A

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
JUNE 30, 2019**

APPENDIX B

FORM OF LEGAL OPINION

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D

NOTICE OF SALE

APPENDIX E

TERMS OF OFFERING

TERMS OF OFFERING

City of Davenport Scott County, Iowa

\$40,520,000* General Obligation Corporate Bonds, Series 2020

NOTICE IS HEREBY GIVEN that these bonds will be offered for sale according to the following terms:

TIME AND PLACE

Electronic and sealed bids for the purchase of the \$40,520,000* General Obligation Corporate Bonds, Series 2020 (the “Bonds”) will be received by the City of Davenport, Iowa (the “City”) on March 25, 2020 until 10:00 A.M. Central Time, at the office of the CFO/Assistant City Administrator, City Hall, Davenport Iowa. Consideration of the award of the Bonds will be by the City Council at a meeting on March 25, 2020. The bid offering to purchase the Bonds upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected. No bid may be altered or withdrawn after the time appointed for opening bids.

DATED DATE AND AMOUNTS

The Bonds will be dated originally as of April 15, 2020, will be fully registered bonds in the denomination of \$5,000 each, and will mature on June 1, in the following years in the following amounts:

\$40,520,000* General Obligation Corporate Bonds, Series 2020

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2021	\$ 4,555,000	2029	\$ 1,745,000
2022	4,535,000	2030	1,785,000
2023	4,610,000	2031	1,835,000
2024	4,695,000	2032	1,330,000
2025	4,795,000	2033	1,370,000
2026	3,050,000	2034	1,400,000
2027	1,670,000	2035	1,440,000
2028	1,705,000		

ADJUSTMENT TO BOND MATURITY AMOUNTS

The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$43,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

INTEREST PAYABLE

Interest on the Bonds will be payable semi-annually commencing December 1, 2020. Interest will be computed on a 360-day year, 30-day month basis, and paid to the owners of record as of the close of business on the 15th day of the month next preceding the interest payment date. Payments coming due on a non-business day will be paid on the next business day.

OPTIONAL REDEMPTION

Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM-BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

SECURITY AND PURPOSE

The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. The Bonds are being issued to pay costs in connection with making improvements to sanitary sewers, sewage treatment works, storm sewers, streets, streetscapes, sidewalks and paths, airport, municipal housing projects, fire and police department facilities, parks, improvements to municipal buildings and facilities; acquisition of equipment for public safety, streets, solid waste, mass transit, parks and library; bridge repair and maintenance, vehicle maintenance, information technology and economic development projects. In addition, the Bonds are being issued to current refund, on June 1, 2020, \$13,495,000 of the City's outstanding General Obligation Corporate Bonds, Series 2012, originally dated March 7, 2012, maturing June 1, 2021 through 2031 (the "Series 2012 Bonds") and \$6,275,000 of the City's General Obligation Refunding Bonds, Series 2012D, originally dated May 7, 2012, maturing June 1, 2021 through 2025 (the "Series 2012D Bonds") (collectively the "Refunded Bonds").

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$405,200 (the "Deposit") is required from the lowest bidder only of the Bonds. The lowest bidder of the Bonds is required to submit such deposit payable to the order of the City, not later than 12:00 P.M. Central Time on the day of the sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on a deposit will accrue to the successful bidders (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, any deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the Bonds for a price not less than \$40,223,848 for the Bonds, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations as set forth in the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the NOTICE OF SALE and TERMS OF OFFERING and all amendments, and on the bid as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

The bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the NOTICE OF SALE, TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). The City shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be received after 10:00 A.M. Central Time on Wednesday, March 25, 2020, as specified in the NOTICE OF SALE and OFFICIAL BID FORM. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa.

Electronic Internet Bidding: Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling 212-849-5021.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the NOTICE OF SALE, TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the Internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by a Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City may give the Purchaser five working days notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right of its option to determine that the Purchaser has failed to comply with the offer of purchase.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the “initial offering price”) for each maturity as set forth in the bid and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate “maturity,” and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder’s own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the City shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule or (ii) the “hold-the-offering price” rule applies.

If the City advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser will be required to deliver to the City at or prior to closing a certification, substantially in the form attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the Purchaser shall (1) upon the request of the City confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City a certification substantially in the form attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Municipal Advisor.

Bidders should prepare their bids on the assumption that the Bonds will be subject to the “hold-the-offering-price” rule. Any bid submitted pursuant to the NOTICE OF SALE, TERMS OF OFFERING and OFFICIAL BID FORM shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement when further supplemented with maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 25 copies of the final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than June 30 of each year following the end of the 2019-2020 Fiscal Year, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinions that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Davenport, Iowa
/s/ Brandon Wright, CFO/Assistant City Administrator

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

\$40,520,000
General Obligation Corporate Bonds, Series 2020
ISSUE PRICE CERTIFICATE
(Form - More than 3 bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Davenport, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was March 25, 2020.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By:_____

Name:_____

Dated: April 15, 2020

SCHEDULE A
EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID

(Attached)

\$40,520,000
General Obligation Corporate Bonds, Series 2020
ISSUE PRICE CERTIFICATE
(Form - Fewer than 3 bids)

The undersigned, on behalf of [NAME OF UNDERWRITER ([“[SHORT NAME OF UNDERWRITER]”])] hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. **Initial Offering Price of the Bonds.** [SHORT NAME OF UNDERWRITER] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. **First Price at which Sold to the Public.** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. **Hold the Offering Price Rule.** [SHORT NAME OF UNDERWRITER] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or retail distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [SHORT NAME OF UNDERWRITER]’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. **Defined Terms.** For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (April 1, 2020), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Davenport, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was March 25, 2020.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By:_____

Name:_____

Dated: April 15, 2020

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS

(Attached)

**SCHEDULE B
PRICING WIRE**

(Attached)

SCHEDULE C
SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE
AT THE INITIAL OFFERING PRICE

(Attached)

OFFICIAL BID FORM

Members of the City Council
City of Davenport, Iowa

Sale Date: March 25, 2020
10:00 A.M. Central Time

RE: \$ 40,520,000* General Obligation Corporate Bonds, Series 2020 (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the NOTICE OF SALE and TERMS OF OFFERING and on the terms set forth in this bid form, the NOTICE OF SALE and TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the NOTICE OF SALE and TERMS OF OFFERING. By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Bonds, in accordance with the NOTICE OF SALE and TERMS OF OFFERING, we will pay you \$_____ (not less than \$40,223,848) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Amount*</u>	<u>Year</u>	<u>Interest Rate</u>	<u>Amount*</u>
2021	_____%	\$ 4,555,000	2029	_____%	\$ 1,745,000
2022	_____%	4,535,000	2030	_____%	1,785,000
2023	_____%	4,610,000	2031	_____%	1,835,000
2024	_____%	4,695,000	2032	_____%	1,330,000
2025	_____%	4,795,000	2033	_____%	1,370,000
2026	_____%	3,050,000	2034	_____%	1,400,000
2027	_____%	1,670,000	2035	_____%	1,440,000
2028	_____%	1,705,000			

* The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$43,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

The Bonds mature on June 1, in each of the years as indicated above and interest is payable on December 1, 2020, and thereafter on June 1 and December 1 of each year.

We hereby designate that the following Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the NOTICE OF SALE and TERMS OF OFFERING published in the Preliminary Official Statement dated March 11, 2020. In the event of failure to deliver these Bonds in accordance with the NOTICE OF SALE and TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission. Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NOT PART OF THE BID

Explanatory Note: According to our computation, this bid involves the following:

\$ _____

Net Interest Cost

_____ %

True Interest Rate

Respectfully submitted,

Account Manager

By _____

(A list of account members is on the reverse side of this bid.)

The foregoing offer is hereby accepted by and on behalf of the City of Davenport, Iowa, this 25th day of March 2020.

Mike Matson, Mayor

Brandon E. Wright, CFO/Assistant City Administrator

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 563-326-7750
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving seven Open Prairie/Forest Cover Property Tax Exemptions. [Wards 1, 6, & 8]

Recommendation:
Adopt the Resolution.

Background:
Brian Ritter, Shirley Perry, Genesis Systems Group LTD, John Carillo, Lillian Voss/Burton Voss Trust, David Bierl and Robert & Elaine Kuehl applied for an exemption from the local property taxes for certain properties. This exemption is applied for annually (see attached). As provided by Iowa Law (Slough Bill), land committed to certain open spaces may be exempted from local real estate taxes with approval of the Board of Supervisors. In Scott County, the practice is to refer such requests to the City Council when the property is within the corporate limits of a municipality.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	2020 Davenport Slough Bill Packet

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	2/27/2020 - 4:07 PM
Finance Committee	Wright, Brandon	Approved	2/27/2020 - 4:08 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:37 AM

Resolution No. _____

Resolution offered by Alderman Condon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving seven Open Prairie / Forest Cover Property Tax Exemptions.

WHEREAS, the Scott County Board of Supervisors has implemented the "Slough Bill" which provides for the exemption from local real estate taxes of real estate committed to certain uses, including wetlands, forest cover, and open prairies; and

WHEREAS, the County has received applications for exemption for the following properties, with the owner and use also noted:

the three and eight-tenths acres of property legally described as Sec 5 T77N R3E, Scott County, owned by Brian Ritter, Forest Cover;

the five acres of property legally described as SW ¼ N ½ SE ¼ Sec 33, Lincoln Twp T79N R4E, Scott County, owned by Shirley Perry, Open Prairie;

the seven acres of property legally described as NW ¼ Sec 35 Sheridan Twp T79N R3E, Scott County, owned by Genesis Systems Group, Open Prairie;

the six and six-tenths acres of property legally described as T78N R3E Sec 31 Davenport Twp, Scott County, owned by John Carrillo, Open Prairie;

the fifty-seven and fifty-nine hundredths acres of property legally described Parcels #31807-01; #31717-06A; #31717-01; #31703-13; #31703-14; #30851-20; #31719-21; #31719-20; #31719-19; and #31703-15A, Scott County, owned by Lillian Voss/Burton Voss Trust, Forest Cover;

the seven and ninety-five hundredths acres of property legally described as Westfield Addition Outlot A, Parcel ID S3021-OLA, owned by David Bierl, Open Prairie/Forest Cover;

the two and seventy-five hundredths acres of property legally described as NE 1/4 Sec 4, T78N R4E, Pleasant Valley TWP, Scott County, owned by Robert or Elaine Kuehl, Open Prairie;

WHEREAS, the land lies within the corporate boundaries of the City of Davenport; and

WHEREAS, the matter came before the Davenport City Council for its review;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City supports the exemption of the above-described land from local real estate taxes.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

OFFICE OF THE COUNTY ADMINISTRATOR
600 West Fourth Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8702 Fax: (563) 328-3285
www.scottcountyiowa.com



February 21, 2020

Linda Folland
Assistant Finance Director
Finance Department
226 West 4th Street
Davenport, Iowa 52801

Dear Linda:

The Board of Supervisors approved the implementation of the Slough Bill on March 29, 1990. The Slough Bill provisions allow exemptions for wetlands, recreational lakes, forest cover, forest reservations, rivers and streams, river and stream banks, wildlife habitat, native prairies and open prairies.

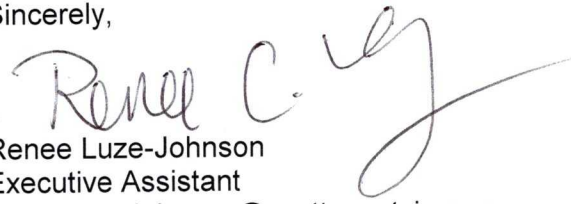
The resolution states that the Board will not consider exemptions for otherwise qualifying real property when it is located within the corporate limits of any municipality until the city council of that municipality first gives approval to the exemption request. Below is a list of exemptions the Davenport City Assessor received:

<u>Name</u>	<u>Acres</u>	<u>Tax Exemption</u>	<u>Amount</u>
Brian Ritter	3.8	Forest Cover	\$36,470
Shirley Perry	5.0	Open Prairie	\$5,020
Genesis Systems Group LTD	7.0	Open Prairie	\$116,500
John Carillo	6.6	Open Prairie	\$5,920
Lillian Voss/Burton Voss Trust	57.59	Forest Cover	\$55,680
David R. Bierl	2.3	Open Prairie	
David R. Bierl	5.65	Forest Cover	\$3,980
Robert & Elaine Kuehl	2.75	Open Prairie	\$2,760

The exemption requests are enclosed for your city council's review and consideration.

Please notify me as soon as possible once the Davenport City Council has taken action on these exemption requests, and if possible email a copy of the resolution. Contact Nick VanCamp, Davenport City Assessor, should additional information be needed. Thank you for your attention to this matter.

Sincerely,


Renee Luze-Johnson
Executive Assistant
renee.luze-johnson@scottcountyiowa.com

cc: Nick VanCamp, City Assessor
Property Owners

DAVENPORT CITY ASSESSOR'S OFFICE

SCOTT COUNTY ADMINISTRATIVE CENTER

February 20, 2020

Scott County Board of Supervisors
Scott County Administrative Center
600 West 4th Street
Davenport, Iowa 52801

The Davenport City Assessor's Office has received seven applications for Open Prairie/Forest Cover Property Tax Exemption for 2020.

These applications were certified by the Chairman of the County Soil Conservation District that the properties are eligible for exemption. The properties that meet the qualifications are described as follows:

- 1) Brian Ritter – **3.8 acres** – Residential – 20519-03 - **\$36,470** – Forest Cover
- 2) Shirley Perry - **5 acres** - Agricultural – Y3337-04A - **\$5,020** – Open Prairie
- 3) Genesis Systems Group LTD – **7 acres** - Industrial – X3501-01 - **\$116,500** - Open Prairie
- 4) John Carrillo – **6.6 acres** – Agricultural – S3123-03A - **\$5,920** - Open Prairie
- 5) Lillian Voss – **57.59 acres** – **\$55,680** – Forest Cover

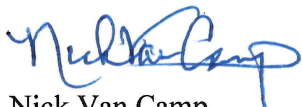
Agricultural – 31807-01, 31717-06A, 31717-01, 31703-14, 30851-20, 31719-21, 31719-20,
31719-19, 31703-15A

Residential – 31703-13

- 6) David P. Bierl – **7.95** total acres – 2.3 acres Open Prairie & 5.65 acres Forest Cover – Residential
– S3021-OLA - **\$3,980**
- 7) Robert & Elaine Kuehl – **2.75 acres** - Agricultural – Y0423-15 - **\$2,760** – Open Prairie

It is recommended that the above referenced applications be approved by the Scott County Board of Supervisors for 2020 and the property owners be notified of the board's decision.

Sincerely,



Nick Van Camp
Davenport City Assessor

Encl: Open Prairie/Forest Cover Application List and Applications

Open Prairie & Forest Cover

Note: Forest Cover does not deduct an acre for abandoned buildings like forest reservation does.

L:\docs\KATRINA\EXCEL\FORMS\Open Prairie



20519-03 R
207004

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

Application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: BRIAN RITTER

Phone: (563) 529-0110 eMail: britter77@gmail.com

County of: SCOTT

Number of Acres: 3.80

I BRIAN RITTER swear or affirm that I am the owner of the following legally described property: PARCEL 20519-03

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

FOREST COVER

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: *Brian Ritter* Date: 11/27/19

Address: 4622 ROCKINGHAM RD, DAVENPORT IA 52802

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: *CD A* Date: 2/5/2020

Chairman, SCOTT County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors



7503009 Ag

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please Print

Name: SHIRLEY PERRY

Phone: (563) 359-5256 eMail: _____

County of: SCOTT Number of Acres: 5.00

I SHIRLEY PERRY swear or affirm that I am the owner of the following legally described property: PARCEL Y3337-04A

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:
OPEN PRAIRIE

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: Shirley J. Perry Date: 1-2-2020

Address: 20739 210TH ST BETTENDORF IA 52722

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [Signature] Date: 2/5/2020

Chairman, SCOTT County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors



X 3501-01
X 01036 IND

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information - Please Print

Name: Genesis Systems Group LLC

Phone: (563) 445-5600 eMail: lbunn@genesis-systems.com

County of: SCOTT

Number of Acres: 7

I Genesis Systems Group swear or affirm that I am the owner of the following legally described property: Parcel X 3501-01.

NW 1/4 Sec 35 Sheridan Twp T79N R3E

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

I have attached or previously filed:

An aerial photo of the property:



If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners:



Applicant Signature: X Kara Bunn Date: 9/12/19

Address: 8900 N. Harrison St. Davenport IA 52806.

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [Signature] Date: 2/5/2020

Chairman, SCOTT County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

S3123-03A

S17004

Ag

IOWA

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Chapter 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information – Please PrintName: John CarrilloPhone: (563) 940-1042 eMail: _____County of: ScottNumber of Acres: 6.6I, John Carrillo, swear or affirm that I am the owner of the followinglegally described property: parcel # S3123-03ASec 31, T78N, R3E

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

open prairie

I have attached or previously filed:

An aerial photo of the property:



If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners:

Applicant Signature: John Carrillo Date: 9/17/19Address: 5505 Telegraph Rd, Davenport 52804**This application must be filed with your local soil conservation district by February 1 of each year.**

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [Signature] Date: 2/6/20Chairman, SCOTT County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors



Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.

It must be postmarked no later than February 1.

Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site**.

Applicant Contact Information

PLEASE PRINT

Name: Michael Voss

Contact Michael Voss - 563-210-0331

Phone Number: 563-323-1173 eMail: _____

County Scott

56.0 Number of Acres

I Burton Voss Trust swear or affirm that I am the owner of the following legally described property:
Sec 8 Davenport Twp, T77N R3E, Scott County

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as FOREST COVER
(list type of property)

I have attached or previously filed:

☒ an aerial photo of the property

☐ if property is a gully area susceptible to severe erosion -
an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only if** the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

Michael Voss 1/9/2020
Applicant's Signature Date

4336 S. Concord St, Davenport 52802
Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: _____

Chairman, _____

SCOTT County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.

This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

Burton Voss Trust Parcels

Ag 31717-01 13.22 FC

Ag 31703-14 6.53 FC

Ag 31719-21 .32 FC

Ag 31719-20 2.70 FC

Res 31703-13 1.0 FC

Ag 31807-01 10.74 FC

Ag 31717-06A .63 FC

Ag 30851-20 5.62 FC

Ag 31719-19 .356 FC

31703-15A 16.47 FC

57.586



53021-011
521030
Res
vm

Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies
Iowa Code Chapter 427.1 (22)

Application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

2.3 OP
5.6 FC

Applicant Contact Information – Please Print

Name: DAVID BIERL

Phone: (563) 391-3081 eMail: 794-5581 work

County of: SCOTT Number of Acres: 8.45

I DAVID BIERL swear or affirm that I am the owner of the following
legally described property: 2.3 AC - OPEN PRAIRIE, 6.153 AC - FOREST COVER
PARCEL S3021-OLA

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

OPEN PRAIRIE 2.3 ACRES/FOREST COVER 6.153 ACRES

I have attached or previously filed:

An aerial photo of the property: ☒

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: David P. Bierl Date: 1/29/20

Address: 5819 Shawnee Dr., Davenport, IA 52804

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [Signature] Date: _____

Chairman, SCOTT County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

Y0423-15
Y07017

Ag



Application for Property Tax Exemption

For Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies
Iowa Code Chapter 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year. It must be postmarked no later February 1. Iowa conservation district addresses can be found at the Conservation Districts of Iowa website: www.nciowa.org.

Applicant Contact Information - Please Print

Name: Robert A. and Elaine M. Kuehl

Phone: (563) 355-7897 eMail: _____

Robert A Kuehl &
Elaine M Kuehl
Revocable Trust

County of: Scott

Number of Acres: 2.75

I Elaine M. Kuehl swear or affirm that I am the owner of the following legally described property:

Parcel # Y0423-15

and that this property will not be used for economic gain during the assessment year. The property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

An exemption is allowed for rivers and streams or river and stream banks only if the land is located at least 33 feet from the ordinary high water mark of the rivers and streams or river and stream banks.

I hereby request that the above described property be exempted from property taxation as the following type of property:

open prairie

I have attached or previously filed:

An aerial photo of the property: ☐

If the property is a gully area susceptible to erosion, an erosion control map approved by the soil and conservation district commissioners: ☐

Applicant Signature: Elaine M. Kuehl Date: 8/25/2019

Address: 5820 Forest Grove Dr. Davenport, IA 52807

This application must be filed with your local soil conservation district by February 1 of each year.

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [Signature] Date: 2/5/2020

Chairman, SCOTT County Soil Conservation District

This open prairie property has been inspected and certified as having adequate ground cover consisting of native species, and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Signed: _____ Date: _____

Chairman, _____ County Board of Supervisors

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Rich Oswald 563-326-6115
Wards:

Action / Date
3/11/2020

Subject:
Resolution approving and ratifying the environmental clean-up at 1239 N Lincoln, including payment of not-to-exceed \$100,000 to Scott County Waste Commission, assessment of all related costs to the property owner, and authorizing the City Administrator to amend the FY20 budget accordingly. [Ward 4]

Recommendation:
Adopt the Resolution.

Background:
A large tire dumping facility was discovered at 1239 N Lincoln. The property owner was given adequate time to perform the required clean-up by the court. Failure to comply with the court order has resulted in a City clean-up. Once this is complete, staff will assess disposal costs, staff time, and administrative fees to the property as well as personal judgments in accordance with a court order dated October 31, 2019 in Scott County under case number DACIC004563. Due to the extraordinary cost of this particular clean-up the budget has to be amended.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	2/27/2020 - 2:01 PM
Public Works Committee	Lechvar, Gina	Approved	2/27/2020 - 2:02 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:38 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLUTION approving and ratifying the environmental clean-up at 1239 N Lincoln Ave, payment of not-to-exceed \$100,000 to Scott County Waste Commission, assessment of all related costs to the property owner, and authorizing the City Administrator to amend the FY20 budget accordingly.

WHEREAS, a large tire dumping facility was discovered at 1239 N Lincoln Ave; and

WHEREAS, the property owner was given adequate time to perform the required clean-up by the court. Failure to comply with the court order has resulted in a City clean-up.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that staff will assess disposal costs, staff time, and administrative fees to the property and personal judgments in accordance with a court order dated October 31, 2019 in Scott County under case number DACIC004563 for the environmental clean-up, and authorizing the City Administrator to amend the FY20 budget accordingly.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Safety
Contact Info: Brian Krup 563-326-6163
Wards:

Action / Date
3/11/2020

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

Donna Young; Village in Bloom Festival of the Arts; Village of East Davenport; Saturday, May 2, 2020 10:00 a.m. - 4:00 p.m.; Outdoor music, over 50 dBa. [Wards 5 & 6]

Gilda's Club QC; Bags n' Brews; Lindsay Park, Village of East Davenport; Saturday, August 15, 2020 12:00 p.m. - 5:00 p.m.; Outdoor music/band, over 50 dBa. [Ward 6]

Recommendation:
Pass the Motion.

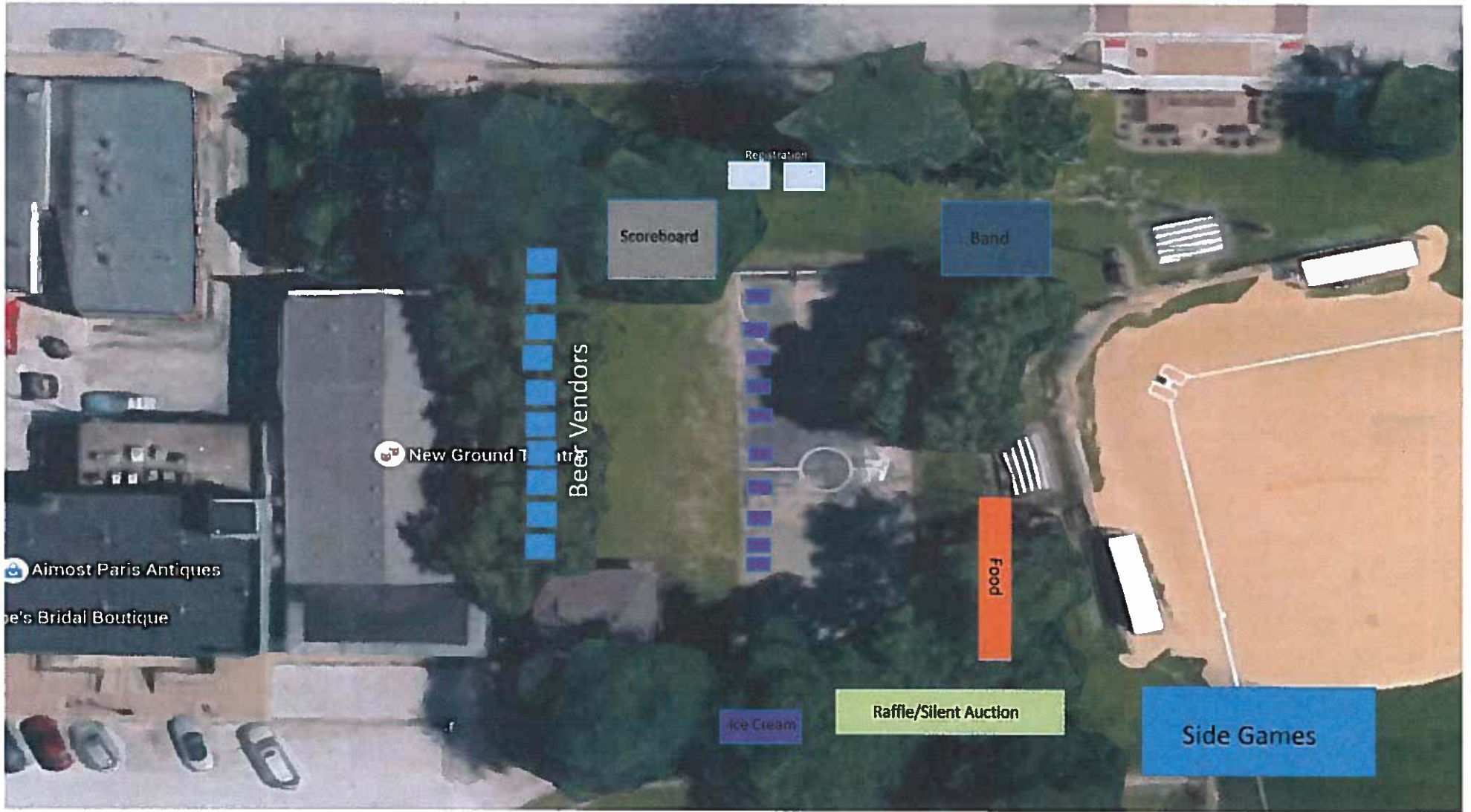
Background:
The following requests for noise variances have been received pursuant to the Davenport Municipal Code Chapter 8.19

ATTACHMENTS:

Type	Description
▢ Backup Material	Bags & Brew Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	2/24/2020 - 12:28 PM



City of Davenport

Agenda Group:
Department: Public Safety
Contact Info: Sherry Eastman 563-326-7795
Wards:

Action / Date
3/11/2020

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

Quad Cities River Bandits (Main Street Iowa, LLC) - 209 S Gaines St - Ownership Update - Outdoor Area - License Type: C Liquor

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

Ward 1

Sub Express & Gas (Keya Food Mart Inc) - 4307 W Locust St - License Type: E Liquor

Ward 2

California Pho (Binh Van Nguyen) - 3559 W Kimberly Rd - License Type: Beer/Wine

Ward 3

Antonella's Trattoria Ristorante (Antonella Trattoria Restaurant, Inc) - 112 W 3rd St - License Type: Beer/Wine

At the Stardust (At the Stardust, LLC) - 218 Iowa St - License Type: C Liquor

Cru 221 (Cru 221, LLC) - 221 Brady St - License Type: C Liquor

Embers of Phoenix (Jai Mata Lakshmi, Inc) - 111 W 2nd St - License Type: C Liquor

Gateway Pub (Doo-Dah Incorporated) - 702 W 3rd St - License Type: C Liquor

KC Brothers (KC 2 Brothers, Inc) - 214 Myrtle St - License Type: E Liquor

Nally's Kitchen (Nally's Kitchen, Inc) - 1622 Rockingham Rd - License Type: B Beer

Quad Cities River Bandits (Main Street Iowa, LLC) - 209 S Gaines St - Outdoor Area - License Type: C Liquor

Sam's Food (Sam Food LLC) - 648 N Marquette St - License Type: E Liquor

Scott's Shovelhead Shed (SSS, Inc) - 220 N Pine St - Outdoor Area - License Type: C Liquor

Tappa's Steak House (Big Tap Productions, Inc) - 1620 Rockingham Rd - License Type: C Liquor

Ward 4

The Meat Market (Weetbruch Enterprises, Inc) - 1629 Washington St - Outdoor Area - License Type: C Liquor

The Pour House (Boss Lady, Inc) - 1502 W Locust St - Outdoor Area - License Type: C Liquor

SC Mini Mart (SC Minimart LLC) - 1511 W Locust St - License Type: C Beer

Ward 5

Brady Mart Food & Liquor (Midwest Stores LLC) - 3107 Brady St - License Type: E Liquor

Stadium Club (Si's Inc) - 2828 Brady St - License Type: C Liquor

Ward 6

Homewood Suites (Davenport Lodging Group, LLC) - 4750 Progress Dr - License Type: Beer/Wine

Mart Stop No. 1 (Mart Stop No. 1) - 3527 Spring St - License Type: E Liquor

Ward 7

Panchero's Mexican Grill (FMDAV, LLC) - 902 W Kimberly Rd - Outdoor Area - License Type: B Beer

R & C Brazilian Steakhouse (R & C Brazilian Steakhouse LLC) - 320 W Kimberly Rd - License Type: C Liquor

Ward 8

Big 10 Mart (Molo Oil Company) - 5310 N Brady St - License Type: C Beer

Element Tea & Wine Lounge (Element Tea Lounge, LLC) - 5345 Belle Ave, Ste 4 - Outdoor Area - License Type: C Liquor

Express Lane #76 (Expresslane Inc) - 6268 Brady St - License Type: C Beer

GD Xpress (Ram II LLC) - 4607 N Pine St - License Type: E Liquor

Steeplegate Inn/One Hundred West (Frontier Management Corp) - 100 W 76th St - License Type: B Liquor

Recommendation:
Pass the Motion.

Background:

The following applications have been reviewed by the Police, Fire, and Zoning Departments.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	2/27/2020 - 4:09 PM
Finance Committee	Wright, Brandon	Approved	2/27/2020 - 4:09 PM
City Clerk	Admin, Default	Approved	2/28/2020 - 9:35 AM

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Jane Imming 563-328-6109
Wards:

Action / Date
3/11/2020

Subject:
Motion approving the contract for the equipment for new Police Department vehicles to Keltek Inc in the amount of \$63,313.31. [All Wards]

Recommendation:
Pass the Motion.

Background:
The Police Department is receiving new 2020 Chevy Tahoes for the Patrol Division first responder vehicles. Keltek Inc was awarded the State of Iowa contract for this equipment, Master Agreement 005090-15.

This equipment includes emergency lights, sirens, controllers, lightbars, speakers, siren speakers, headlight flashers, equipment storage box for utility vehicles, rear window guard kits, lights for in the bumper, fender wraps, full partitions, red/white lights with independent controls, etc.

The cost for the equipment is \$63,313.31. Funding for this purchase is from the Local Option Sales Tax Account for Operating Equipment, #54912510 530303, with a current balance of \$148,965.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	2/26/2020 - 6:30 PM
Finance Committee	Wright, Brandon	Approved	2/26/2020 - 6:30 PM
City Clerk	Admin, Default	Approved	2/27/2020 - 10:42 AM

City of Davenport

Agenda Group:

Department: Administration

Contact Info: Council Office 563-888-2066

Wards:

Action / Date

3/11/2020

Subject:

Motion for suspension of the rules to add and vote on the items below:

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Admin, Default	Approved	3/4/2020 - 12:23 PM

City of Davenport

Agenda Group:

Department: Administration

Contact Info: City Council Office 563-888-2066

Wards:

Action / Date

3/11/2020

Subject:

Resolution amending the special events lane closure request by Carriage Haus/Kilkenny's for Friday, March 13, 2020 and Saturday, March 14, 2020 to include an additional travel lane on the west side of Harrison St. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The initial street closure request was approved by City Council at the February 26, 2020 meeting. The event sponsor inadvertently requested one travel lane on the special events application but intended to request two travel lanes.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Special Events Application
▣ Backup Material	Resolution 2020-83

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Admin, Default	Approved	3/4/2020 - 12:21 PM

Resolution No. _____

Resolution offered by Alderwoman Meginnis and Alderman Gripp.

RESOLUTION amending the special events lane closure request by Carriage Haus/Kilkenny's St. Patrick's Day Event for Friday, March 13, 2020 and Saturday, March 14, 2020 to include an additional travel lane on the west side of Harrison St.

RESOLVED by the City Council of the City of Davenport.

WHEREAS, City Council approved the initial lane closure request at the February 26, 2020 Council meeting, and

WHEREAS, the event sponsor inadvertently requested the closure of the parking lane and one travel lane on the west side of Harrison St on the application but intended to request two travel lanes;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the special events lane closure request for Carriage Haus/Kilkenny's St. Patrick's Day Event is hereby amended to include an additional travel lane on the west side of Harrison St on Friday, March 13, 2020 and Saturday, March 14, 2020.

Passed and approved this 11th day of March, 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

Application Review

Dashboard (dash.php) / Application Review

[View Application History](#)[Show Incomplete Reviewers](#)

Important Info

(Administration) - February 5, 2020, 11:17 am

In conjunction with the parade so the City will take care of the barricades/signage and bill the sponsor. 3rd St will not be closed until the parade is over. Sponsor is aware to keep the middle lane unobstructed for emergency vehicles as has been done in the past.

Applicant Contact Info

Applicant Name

Andy Lank

Applicant Phone

(309) 314-4426

Applicant Email

andylank77@gmail.com (mailto:andylank77@gmail.com)

Event details (Edit (application_main_staff_edit.php?aid=723&edit_from=3))

Event Name

Kilkenny's/Carriage Haus St. Patrick's Day Festival

Event Purpose

Live Music

Setup Info

Set up and back Parking lot tent will be set up early in week with no street closures. Street closures will only happen after the parade is over.

Cleanup Info

Clean up will be through out the event and Sunday.

Security Info

Door staff and Davenport Police Department off Duty officers

Number of Tents

2

Will your event have vendors?

yes

Will your event have fireworks?

no

Will your event have alcohol sales?

yes

Will event Utilize ANY park space?

no

Event Website?

none

Date Submitted

Wednesday, February 5th 2020

Date Accepted

2020-02-05 11:17:54

Event Type

Festival

Is the event located in the downtown area

Yes

Site Location

Back parking lot, parking and one travel lane on west side of harrison and use of all of third street between Ripley and Harrison after Parade is over

Street Closure Info

All of 3rd street between Ripley and Harrison including Parking lanes and Parking and one travel lane on west side of Harrison street between 4th and 3rd street

Projected Attendees

500

Will your event have music?

yes

Will your event have food sales?

yes

Will your event have sanitary facilities?

yes - number of facilities: 20

Additional Comments

The center travel lane on 3rd street will remain free and clear of all obstructions for emergency vehicles

Date/Time details (Edit (application_dt_staff_edit.php?aid=723&edit_from=3))

Friday, March 13th 2020

Setup Time: 5:00 PM - 6:00 PM
Event Time: 6:00 PM - 11:00 PM
Cleanup Time: 11:00 PM - 11:30 PM

Saturday, March 14th 2020

Setup Time: 5:00 AM - 6:00 AM
Event Time: 6:00 AM - 11:30 PM
Cleanup Time: 11:30 PM - 2:00 AM

User file attachment details (Edit (application_upload_staff_edit.php?aid=723&edit_from=3))



CARRIAGE HAUS ST PATS 2020.pdf (../se_uploads/1580921887-CARRIAGE HAUS ST PATS 2020.pdf)

comments ⓘ

Add Comments

Application Acceptance / Review Comments

Jim Forsyth (Finance / Risk) - February 5, 2020, 11:27 am

See Kelley Shook's review.

Steve Ahrens (CPED) - February 5, 2020, 11:36 am

None

Kelly Shook (Finance / Risk) - February 5, 2020, 11:39 am

Insurance: Outdoor Service Area + Waiver & Hold Harmless

The insurance requirements and waiver & hold harmless have been sent to the event sponsor - please forward for my review when they are received.
Thank you!

James Blanks (Public Works / Traffic Engineering) - February 5, 2020, 11:48 am

None

Brett Morgan (Police) - February 5, 2020, 1:33 pm

None

Billy Fisher (Parks / Operations) - February 5, 2020, 2:38 pm

no comments

Brian Schadt (Public Works) - February 5, 2020, 2:45 pm

No comment

Dan Guy (Public Works) - February 6, 2020, 11:49 am

TNP'S POSTED DOWN WEST SIDE OF HARRISON FROM 4TH TO 3RD &
NORTH SIDE OF 3RD ST FROM HARRISON TO WEST SIDE OF CARRIAGE
HOUSE BY END OF DAY 3/12/20

SIGNS WILL READ "NO PARKING FROM 3/13/2020 AT 11:00AM THRU
3/15/2020 AT 2:00AM"

2 BLOCKS OF POSTING FOR THESE SIGNS ONLY...RACE/PARADE POSTING
MAY BE DIFFERENT

Gary Statz (Public Works / Traffic Engineering) - February 10, 2020, 7:18 am

DOT permit required for closing any lanes on Harrison Street.

Don Allen (Parks) - March 3, 2020, 8:16 am

No comments

Comment added by: Brian Krup

Betsy Tubbs (Parks) - March 3, 2020, 8:42 am

no comments

Utilize the admin approval override (admin_approval.php?aid=723)

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Resolution No. 2020-83

Resolution offered by Alderman Ambrose

Resolution closing various street(s), lane(s), or public grounds on the listed date(s) to hold outdoor event(s).

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City through its Special Events Policy has accepted the following application(s) to hold outdoor event(s) on the following date(s), and

WHEREAS, upon review of the application(s) it has been determined that the street(s), lane(s), or public grounds on the date(s) listed below will need to be closed, and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs the staff to proceed with the temporary closure of the following street(s), lane(s), or public grounds on the following date(s) and time(s):

*Carriage Haus/Kilkenny's; St. Patrick's Day Event; 300 W 3rd St; Saturday, March 14, 2020 after parade – 11:30 p.m.; **Closures:** parking lane and west travel lane on Harrison St adjacent to Kilkenny's (beginning Friday, March 13, 2020 at 5:00 p.m.) and W 3rd St between Ripley St and Harrison St. [Ward 3]*

*The Office; St. Patrick's Day Event; 116 W 3rd St; Saturday, March 14, 2020 after parade - 10:00 p.m.; **Closure:** parking lane and two north travel lanes on W 3rd St in front of establishment. [Ward 3]*

*Stickman Racing Group; Easter Egg Scramble 5K; Saturday, April 11, 2020 6:30 a.m. – 11:30 a.m.; **Closures:** Christie St from E 11th to E 12th; E 11th St from Christie to Jersey Ridge; Jersey Ridge from 11th to Middle; Middle from Jersey Ridge to Eastmere to Bettendorf City Limits; Wood Ln from Bettendorf City Limits to Forest Rd; Forest Rd between Wood Ln; Wood Ln from Forest Rd to McClellan Blvd; McClellan Blvd from Wood Ln to River St (alternate route: McClellan Blvd from Wood Ln to Edgehill Ter; Edgehill Ter from McClellan Blvd to River St); River St from McClellan Blvd to the finish at 2132 E 11th St. [Wards 5 & 6]*

*Ganzo's Mexican Restaurant; Cinco de Mayo Fiesta; 3923 Marquette St; Saturday, May 2, 2020 12:00 p.m. – 12:00 a.m.; **Closure:** northbound Marquette St from Kimberly Rd to 3923 Marquette St. [Ward 7]*

*St. Paul Lutheran Church; Mayfest; 2136 Brady St; Sunday, May 17, 2020 8:00 a.m. - 3:00 p.m.; **Closure:** Lombard St from Main St to Brady St. [Ward 5]*

*City of Davenport Parks and Recreation; Youthfest; Wednesday, July 8, 2020 7:00 a.m. - 3:00 p.m.; **Closure:** W 12th St from Wilkes Ave through Fejervary Park to just north of the Fejervary Family Aquatic Center parking lot. [Ward 4]*

Approved:


Mike Matson, Mayor

Attest:


Brian Krup, Deputy City Clerk



City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Nicole Gleason 563-326-7734
Wards:

Action / Date
3/11/2020

Subject:
Resolution authorizing the submission of a grant application to the Federal Transit Administration (FTA) for three battery powered electric buses and related charging facilities. [All Wards]

Recommendation:
Adopt the Resolution.

Background:

The City of Davenport is looking to leverage city resources through a FY20 Low or No Emission Bus Program (5339(c)) for the replacement of three buses. Over the last three years, the City has made large strides in the procurement of new transit vehicles, however 52% of the transit fleet is still over sixteen years old. The three specified buses within the grant have an average accumulation of 607,053 miles. While this percentage will change with the receipt of three new 35-foot low-floor buses in March 2020, the City will still need to utilize buses that are nearing the end of their useful life in order to meet daily service needs. In addition, this grant would help start the City's transition to an all-electric fleet for long term sustainability purposes.

The project would also aid in the reliability of the service. Since over half of the fleet is more than sixteen years old, there are more breakdowns and road service calls with the current vehicles set to be replaced than what would occur with the newer buses. With a service that operates, with the exception of one route, 60-minute headways, a disruption in service due to a vehicle issue significantly impacts transit users.

Finally, as would be expected, the advanced age of over one-half of the fleet results in continuous maintenance to meet daily operation. Because many of the components for the aged vehicles are difficult or costly to procure, the financial impact on the City to keep these buses operating is not insignificant. The three battery electric buses would permit the City of Davenport's Fleet Maintenance Division to focus on additional preventive maintenance activities.

The City of Davenport is providing a local match for this grant request of \$529,606 with a total project cost of \$3,721,056.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW Pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	3/6/2020 - 3:40 PM
Public Works Committee	Lechvar, Gina	Approved	3/6/2020 - 3:40 PM
City Clerk	Thorndike, Tiffany	Approved	3/6/2020 - 3:45 PM

Resolution No. _____

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the submission of a grant application to the Federal Transit Administration (FTA) for three battery powered electric buses and related charging facilities.

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

WHEREAS, the City is committed to improving its asset condition, long term maintenance costs and lowering emissions; and

WHEREAS, it is a requirement of the FTA that local matching funds in the amount of \$529,606 be committed to the project and that such funds be readily available and unencumbered; and

WHEREAS, the City endorses the application and has estimated the total project cost to be \$3,721,056, and the grant request to be \$3,191,450; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport endorses said Electric Bus project and that city staff is authorized to submit an application to the Federal Transit Administration, authorizes the City Administrator to be the Designated Authorized Representative and acknowledges that the City's matching funds in the amount of up to \$529,606 are readily available and unencumbered.

Passed and approved this 11th day of March 2020.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk